

6/30/93

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NEGOTIATED AGREEMENT

Between

JACKSON COUNTY EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF NAPOLEON COMMUNITY SCHOOLS

Napoleon Community Schools

Duplicate

1990 - 1993

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

RESEARCH DEPT I

OCT 07 1991



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NEGOTIATED AGREEMENT

BETWEEN

JACKSON COUNTY EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION OF NAPOLEON COMMUNITY SCHOOLS

This Agreement entered into by and between the Board of Education of the Napoleon Community Schools, hereinafter called the "Board", and the Jackson County Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Public Act 379 of the Public Acts of 1965 as amended, the Board hereby recognizes the Association as the sole and exclusive bargaining representatives for all non-supervisory custodians, maintenance, bus mechanic and all full-time and regularly scheduled part-time secretarial/clerical, aide/paraprofessional, and food service personnel, excluding superintendent's secretary, assistant superintendent's secretary, bookkeeper, supervisors, all administrators, substitutes, and all other employees.
- B. Definition of terms:
1. Full-time employee: An employee who is regularly scheduled to work the full day on a permanent, daily basis.
 2. Part-time employee: An employee who is regularly scheduled to work less than a full day on a permanent, daily basis.
 3. 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.

ARTICLE I RECOGNITION (continued)

4. Temporary employee: An employee who provides services when help is required and said job assignment or position is not of a permanent nature.
- C. Only after ninety (90) consecutive calendar days of employment with the District shall temporary and substitute employees become members of the bargaining unit and come under the terms and conditions of this Agreement.
- D. Temporary employees shall not be employed if the result would be to take work away from the Unit or would cause vacant positions to not be posted and filled with full or part-time employees.
- E. The Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement.
- F. The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above.

ARTICLE II

NEGOTIATION PROCEDURES

- A. This Agreement may be extended by mutual written consent of both parties.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least ninety (90) days prior to the expiration date of the Agreement. Should neither party give notice regarding the desire to negotiate a successor agreement prior to April 1, the Agreement shall be extended for an additional year.
- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Intent

The primary purpose of this procedure is to secure in the most efficient manner, and lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any employee represented by this contract, or the supervisor, to discuss the matter informally with an appropriate member of the Administration or Association.

B. A "grievance" is a claim by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

C. General

1. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process said grievance and therefore management's last answer shall constitute the final disposition of said grievance.
2. A supervisor or the Board failing to meet the time limits as set forth herein shall permit the grievant(s) to proceed to the next level within ten (10) working days from the date when the supervisor's or Board's time for answer expired.
3. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given the opportunity to be present at such adjustment.
4. Either party may involve a representative at any and all stages of the grievance proceedings.
5. There shall be no reprisals of any kind against any employee involved in the grievance procedure.
6. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.
7. The grievant(s) and grievant's Association Representative shall be released from duty, with no loss of pay, to attend grievance meetings and hearings called by the Administration or the Board which are to be scheduled during the normal working day of the grievant(s).

ARTICLE III GRIEVANCE PROCEDURE (continued)

D. Procedure

1. Step One

- a. The grievant(s) shall discuss the complaint with the immediate supervisor within five (5) working days of the time the grievant could reasonably have knowledge of the event or occurrence.
- b. The immediate supervisor shall render an oral decision to the grievant(s) within five (5) working days of the above discussion.

2. Step Two

- a. If the grievance is not resolved, the oral complaint shall be reduced to writing on the Grievance Report Form (Appendix B) and shall be presented to the immediate supervisor and the Association within five (5) working days of the receipt of the Step One answer.
- b. The immediate supervisor shall hold a meeting with the grievant(s) and the grievant's Association Representative within five (5) working days of the receipt of the written grievance.
- c. The immediate supervisor shall render a written decision to the grievant(s) and the Association within five (5) working days of the meeting.

3. Step Three

- a. If the Step Two decision is not satisfactory, the grievance shall be presented to the Superintendent or his/her designee within five (5) working days of receipt of the grievance.
- b. The Superintendent shall hold a meeting with the grievant(s) and the grievant's Association Representative within five (5) working days of receipt of the grievance.
- c. The Superintendent shall render a written decision to the grievant(s) and the Association within five (5) working days of the meeting.

4. Step Four

- a. If the Step Three decision is not satisfactory, the grievance shall be presented to the Board of Education within five (5) working days of receipt of the Step Three answer.

ARTICLE III GRIEVANCE PROCEDURE (continued)

- b. Within ten (10) working days of receipt of the grievance at Level Four the Board of Education shall convene a hearing with the grievant(s), the Association Representative and the Board's designee.
- c. The Board of Education shall render a written decision to the grievant(s) and the Association within ten (10) working days of the hearing.

5. Step Five

- a. If the Association is not satisfied with the Step Four disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may, at the option of the Association, be submitted to arbitration.

The rules of the American Arbitration Association shall govern the conduct of arbitral proceedings. By mutual agreement, the arbitrator shall be permitted to hear more than one grievance at a hearing.

- b. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules.
- c. The right to demand arbitration over an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance at the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.
- d. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously presented during the grievance process.
- e. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provision of this Agreement, and shall be without power and authority to make any decision; (1) contrary to, inconsistent with or modifying or varying in any way the terms of this Agreement, or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.
- f. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, and the Board shall not be required to pay back wages of more than two (2) weeks prior to the date a written grievance is filed.

ARTICLE III GRIEVANCE PROCEDURE (continued)

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.

- g. The arbitrator's decision shall be final and binding on the Association, all employees covered by this Agreement, and on the Board.
- h. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- i. The cost and expenses of the arbitrator shall be paid by the loser, determination of same shall be made by the arbitrator.

E. Powers of the Arbitrator

It shall be the function of the arbitrator, who shall be empowered, except as the powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- 1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- 2. The arbitrator shall have no power to establish salary scales or change any salary.
- 3. The arbitrator shall have no power to rule on the following:
 - a. Any claim or complaint for which there is another procedure or forum established by law or by regulation having force of law.
 - b. Any matter involving employee job evaluation by the Board.
- 4. The arbitrator's powers shall be limited to deciding whether the Board has violated the express Articles or Sections of this Agreement; and he/she shall not imply any other obligations and conditions binding upon the Board from this Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

F. Rights to Representation

All parties of interest shall be present and may be represented by another person at all meetings and hearings at any level of the Grievance Procedure.

ARTICLE III GRIEVANCE PROCEDURE (continued)

In no event shall any employee be represented by an officer, agent, or representative of any organization in conflict or competition with the Association. Provided further, when an employee is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.

G. Appeal of Discharge or Suspension

1. Written notice of discharge or suspension shall be presented to the employee. Such notice of discharge or suspension shall be presented to the Association on the same day whenever possible but in no event more than twenty four (24) hours from the time such notice is presented to the employee.
2. Grievances involving an appeal of Discharge or Suspension shall be initiated directly to Step Three within ten (10) working days of receipt of written notice as provided above.

ARTICLE IV

RIGHTS OF THE BOARD OF EDUCATION

- A. It is recognized that the management and operation of the school, the control of its properties, the maintenance of order and efficiency is solely a responsibility of the Board. Other rights and responsibilities belonging solely to the Board are hereby recognized, prominent among which but by no means wholly inclusive are: the right to decide the number and location of work sites, stations, etc., work to be performed within the unit, maintenance and repair, the amount of necessary supervision, machinery and tools, equipment, methods, schedules of work, direction of work, together with the selection, procurement, designing, engineering, and the control of building equipment and materials, except as it may be otherwise specifically limited in this Agreement.
- B. It is further recognized that it is the responsibility of the Board to select and direct the working force, including all members of the bargaining unit, and that it is the responsibility and right of the Board to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime worked, to relieve employees from duty because of lack of work or for other legitimate reasons, except as it may be otherwise specifically provided in this Agreement.

ARTICLE V

JOINT RESPONSIBILITIES NO STRIKE/NO LOCKOUT

- A. Under no circumstances will the Association cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slow-down, in any property of the Board, or any curtailment of work or interference with the operation of the Board during the term of this Agreement, or during any period of time while negotiations are in progress between the Association and the Board for the continuance or renewal of this Agreement.
- B. In the event of a work stoppage, other curtailment of, or interference with production, the Board shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the same has ceased. The Association shall immediately instruct the involved employees in writing that their conduct is in violation of this contract, that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.
- C. The Board shall have the right to discipline up to and including discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.
- D. If the Association has fully complied with the foregoing provisions of this Article in the event of a wildcat strike or cessation which has not been authorized by the Association, then the Association shall have no liability to the Board on account of such wildcat strike or cessation.

ARTICLE VI

ASSOCIATION RIGHTS

- A. The parties agree to abide by Public Act 379 and all other laws, statutes, and constitutions of the United States and the State of Michigan.
- B. The Association and its members shall have the right to use school building facilities consistent with Board Policy.

ARTICLE VI ASSOCIATION RIGHTS (continued)

- C. School messenger service and the use of telephone communications shall be made available to the Association and its members.
- D. The Board agrees to furnish to the Association, in response to reasonable requests, information which the Association requires to administer this Agreement and to formulate contract proposals, providing that the Association reimburse the Board for the cost of the supplies necessary in furnishing said information.
- E. At the request of the Association, second shift employees shall be released from duty to attend Association meetings and shall suffer no loss of pay. Said released time shall be granted no more than four (4) times per year and for no longer than two (2) hours each time. The two hours shall be split between first and second shift. The date and time must be approved by the Superintendent or his/her designee.

ARTICLE VII

AGENCY SHOP, DUES AND PAYROLL DEDUCTIONS

- A. All employees as a condition of continued employment shall within thirty (30) days from the date of commencement of duties pay either membership dues or service fees. All employees new to the district will be informed of this requirement when being offered employment in the district.

Payroll deduction of dues, service fees, and assessments shall be considered required as a condition of this collective bargaining agreement. The Board shall accordingly deduct dues and fees pursuant to the authority set forth in M.C.L.A. 408.477.
- B. The Board agrees to promptly advise the Association, in writing, of all additions, deletions, or change in status of members of the bargaining unit.
- C. Authorized deduction of membership dues shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year and the Board agrees to promptly and monthly remit to the Association treasurer all monies so deducted, accompanied by a list of employees from whom the deductions have been made. Employees may also pay their dues in full to the Association Treasurer within thirty (30) days of the onset of each school year.

ARTICLE VII AGENCY SHOP, DUES AND PAYROLL DEDUCTIONS (continued)

- D. The Association shall indemnify and save harmless the Board from any and all claims, demands, suits and other forms of liability, costs and expenses by reason of any action taken or omitted by the Board for the purpose of complying with the provisions of this Article.

The Association's legal council may participate in any proceeding wherein an employee has contested the provisions of this Article or at the Board's option, may assume the defense on behalf of the Board.

ARTICLE VIII

EMPLOYEE RIGHTS AND PROTECTION

- A. Any written complaint directed toward an employee shall be promptly called to the employee's attention if such complaint is to be made a part of the employee's personnel file or a matter of other written record. The employee may submit a written statement to be attached to and filed with the original complaint.
- B. When no other person of authority is present or readily available, employees may use such physical force on the person of a pupil as is necessary to prevent a pupil from injuring himself or others, or to prevent damage to school property and for no other purpose.
- C. An employee shall be entitled, at the employee's request, to have present a representative of the Association when being reprimanded or disciplined for any infraction of rules or delinquency in performance.
- D. No non-probationary employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment advantage without good and sufficient reason. Any such discipline, reprimand, reduction in rank or compensation or deprivation of advantage by the Board or representatives thereof, shall be done in privacy. The employee shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis for this action.

ARTICLE VIII EMPLOYEE RIGHTS AND PROTECTION (continued)

- E. The employee shall review and sign all materials that are to be included in the personnel files. Such signing does not necessarily indicate agreement. The employee shall have ten (10) school days to submit any written statement in regard to such materials for inclusion in the personnel files.
- F. Employees shall have the right upon request to review the contents of their own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. A written statement, for inclusion in the personnel files, may then be made by the employee in regard to materials that were not signed by the employee. The review shall be made in the presence of the Superintendent, or his/her designee. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at the time of employment.
- G. The parties recognize the merits of progressive discipline. It is therefore agreed that any action taken against an employee shall be appropriate to the behavior causing said action. Alleged breaches of discipline shall be brought to the employee's attention as promptly as possible. Section G shall not apply to probationary employees.
- H. In the event an employee is concerned regarding an alleged job hazard, the immediate supervisor shall be notified in writing of same. The supervisor shall investigate such condition and within four (4) working days shall issue to the employee and the Association a report detailing the results of said investigation.

ARTICLE IX

SENIORITY, LAYOFF, AND RECALL

A. Seniority

- 1. In September of each year the Board shall publish and distribute to each member of the bargaining unit a copy of the complete seniority list for the members of the bargaining unit. Such list shall include all individuals who hold seniority as a result of this Master Agreement.

ARTICLE IX SENIORITY, LAYOFF, AND RECALL (continued)

2. In the event that more than one individual has the same last date of hire according to the aforementioned seniority list, a drawing shall be held to determine position on the seniority list. The Association and the employees so affected shall be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and Association Representatives to be in attendance.
3. Seniority shall be measured from the last date of hire. That date shall become the seniority date and number for each employee.
4. Employees who leave the bargaining unit after June 24, 1983, to accept other positions in the District shall lose seniority. No individual currently a supervisor who had seniority in this unit, shall lose seniority as a result of this paragraph.
5. Leaves of absence, voluntary and involuntary transfer, and/or promotions shall not interrupt continuous service, which means employment in the school's service without break or interruption.
6. Probationary Period
 - a. New employees hired by the Board shall serve a probationary period for the first ninety (90) calendar days of their employment. In the event a probationary employee is absent during his/her probationary period, the number of days absent will be added to the ninety (90) calendar days probationary period.
 - b. When an employee completes the probationary period in a satisfactory manner, he/she shall be entered on the seniority list and shall rank for seniority purposes from the date of hire.
 - c. Probationary employees shall come under the terms and conditions of the Master Agreement beginning with the date of hire, except the Board shall have the right to discharge said employee within the probationary period and said dismissal shall not be subject to the grievance procedure.
7. During the term of their respective offices, the local President shall be deemed to head the seniority list and the Chief Steward shall be deemed to occupy the second highest place on the seniority list for the purposes of layoff and recall only, provided said employee so listed is qualified to do the required work. Upon termination of his/her term said employee shall be returned to his/her regular seniority status.

ARTICLE IX SENIORITY, LAYOFF, AND RECALL (continued)

The Association shall indemnify and save harmless the Board from any and all fines, demands, suits and other forms of liability, cost and expenses by reason of any action taken by the Board for purposes of complying with this section.

8. The word layoff shall mean a reduction in the employees' work force due to a decrease in work or a lack of funds.

B. Layoff

1. Employees who are to be laid off or involuntarily transferred shall be given no less than ten (10) work days written notice. Such notice will not be required in the instance of a strike by another bargaining unit provided, however, that the employees' regular compensation will not be reduced as a result of the strike.
2. In the event it becomes necessary to reduce the work force for any reason, probationary and temporary employees shall be laid off first. Thereafter, further reduction shall be in accordance with seniority, within individual classification, i.e., mechanic/custodial/maintenance; secretarial; food service; and aides. Employees retained must have the ability to perform the work available and possess the necessary skills required for the job and be qualified to perform the same, which means that with minimum instruction and a break-in period the work can be performed without unduly impairing the efficiency of the operation.
3. Procedures
 - a. An employee forced to change jobs as a result of a reduction in the work force may exercise seniority across and shall displace the least senior person in their classification, subject to the qualifications set forth above in Paragraph B-2.
 - b. In the event it is impossible to exercise seniority in this manner, the employee may exercise seniority into a higher or lower paying position within the classification by displacing the lowest senior employee there, subject to the qualifications set forth in Paragraph B-2 above. In the event the employee exercises seniority to a higher paying position within the classification, the position will be posted in accordance with Article IX.
4. In the event of layoff, employees on leave shall be notified by the Board so they may exercise seniority.

ARTICLE IX SENIORITY, LAYOFF, AND RECALL (continued)

5. Employees being laid off shall have their insurance benefits continued through the month of the effective date of layoff. The Board shall continue to pay the insurance premiums beyond the month of layoff providing:
 - a. The employee reimburses the Board, in advance, for said premium, and
 - b. Permission to do same is granted by the insurance carrier(s).

C. Recall

1. Employees shall be recalled in order of seniority with the most senior employee being recalled first, subject to the qualifications as set forth in Paragraph B-2 herein.
2. Recall shall be made by registered mail. An employee receiving recall notice shall have ten (10) calendar days in which to notify the Board of his/her intention to return or to remain on layoff.
3. Should the Board reinstate a position that had been eliminated, the employee, if not on layoff, who previously held the position shall be offered the position before it is offered to laid-off employees.

ARTICLE X

VACANCIES, PROMOTIONS, AND TRANSFERS

A. Postings

1. A vacancy shall be defined as any position, either newly created or a present position that is not filled.
2. A vacancy in a job classification or new position shall be posted in all buildings within one (1) pay period from the date of the vacancy and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position.
3. Any employee may apply for a posted vacancy.

ARTICLE X VACANCIES, PROMOTIONS, AND TRANSFERS (continued)

4. All vacancies that are posted shall be filled within fifteen (15) working days, unless no candidates from within the District have applied for said vacancy.
 5. If a vacancy occurs while there are employees on layoff, the position shall not be posted until it is offered to those on layoff in accordance with Article VIII.
 6. The following format shall be used to advertise the position:
 - a. Type of work
 - b. Place of work
 - c. Starting date
 - d. Rate of pay
 - e. Hours to be worked
 - f. Classification
 - g. Statement of Qualifications
- B. Vacancies shall be filled by the most senior qualified applicant from within the classification. In the event there are no applicants from within the classification, the most senior qualified applicant from within the bargaining unit will be assigned.
- Qualifications shall be defined as possessing the ability to perform the work, possesses the necessary skills required for the job, and is qualified to perform the same, as determined by the administration. This means the most senior qualified applicant, with minimum instruction and a break-in period not to exceed thirty (30) days, can perform the work at a level which does not unduly impair the efficiency of the operation.
- For purposes of this section, it is understood that the mechanic's position will only be filled with a qualified mechanic having a successful record of mechanical experience.
- C. If an employee desires to be transferred, promoted, or demoted to a posted position, application shall be made in writing during the posting period.
 - D. A letter will be sent to each applicant informing the applicant of the appointment decision.

ARTICLE X VACANCIES, PROMOTIONS, AND TRANSFERS (continued)

- E. An employee may exercise seniority to obtain an open position (lateral transfer) not more than once in a calendar year.

Any employee may apply for a newly created position even if the employee has made a lateral move during the calendar year.

F. Involuntary Transfers

1. Involuntary reassignment shall not take place without prior discussion with the affected employee and the Steward.
2. The parties agree that unrequested transfers of employees are to be minimized. However, the decision of the administration shall be final and binding and not subject to the grievance procedure.
3. When a position is eliminated and is later reinstated, within three (3) years, the employee transferred out of that position shall be offered the job before it is posted.

G. Trial Period

When advancing to a higher-rated classification an employee shall serve a thirty (30) calendar day trial period. At the end of the trial period if the employee's work is unsatisfactory, or if the employee so requests, the employee shall be reinstated to his/her previously held position.

- H. In the event a position has had a change in regularly assigned weekly work hours which results in a change from less than thirty (30) hours to thirty (30) hours or more per week, the position will be posted as a vacancy. The position will be filled in accordance with the procedures detailed in Article 9 (B).

ARTICLE XI

WORKING CONDITIONS

A. Hours

1. The normal work week shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours (exclusive of an unpaid thirty (30) minute lunch period), Monday through Friday, inclusive. This provision shall not be construed as a guarantee of work, however:
 - a. There shall be a specific starting and quitting time.
 - b. No less than two (2) weeks written notice shall be given affected employee(s) prior to altering starting and/or quitting times by more than two (2) hours.
 - c. No less than twenty-four (24) hours shall be given affected employees if their shift is to be altered by two (2) hours or less.
2. Employees working five hours or more shall receive an unpaid uninterrupted, duty-free, thirty-minute lunch period. The lunch period shall be scheduled in accordance with the organizational pattern best suited to the particular building and/or department and the employee as determined by the administration. However, employees working more than five and one-half (5-1/2) hours in a day shall have a meal period which occurs at or close to mid-point in said employee's shift unless the employee and his/her immediate supervisor agree to an alternate time.
3. Employees working four hours or more but less than eight hours shall be provided one fifteen minute uninterrupted relief period. Employees working eight hours or more shall be provided a fifteen minute, uninterrupted relief period during the first half of their shift and during the second half of their shift. The relief period shall be scheduled in accordance with the organizational pattern best suited to the particular building and/or department and the employee. The relief period is intended to be a recess to be preceded and followed by an extended work period.
4. Employees shall be allowed to leave their buildings and school grounds during the lunch period provided they notify their immediate supervisor or principal.
5. When a regularly scheduled school day is cancelled prior to the start of the student day, employees working thirty (30) or more hours per week who are required to report to work shall be compensated at one and one-half (1-1/2) times their normal rate. Bargaining unit employees, when working thirty (30) or more hours per week, not required to work, shall receive pay for snow days.

ARTICLE XI WORKING CONDITIONS (continued)

If school has been cancelled for students and professional staff members are called to work, the employee shall be compensated at the regular hourly rate when reporting for work.

An employee unable to or not reporting to work on a day when school is cancelled and professional staff are called to work will be allowed to use only one (1) of the two (2) personal business days allocated to receive regular compensation. If an employee does not report to work and has already exercised the personal business day, the employee will not receive compensation for the day or days absent when school has been cancelled, provided, however, that if the Governor of the State of Michigan declares a state of emergency during the period missed, the employee will be compensated at his or her regular hourly rate.

For purposes of implementing this article, school closings are referred to as snow days and shall not include such things as walkouts, blackboard flu, heavy winds, etc.

Also, if an employee calls in sick on a snow day when school is cancelled, the employee may be required by the administration to submit medical verification.

B. Work Assignments

1. Overtime

a. Advance notice of overtime shall be given to the affected employee(s) seventy-two (72) hours in advance, whenever possible.

b. Assignment of Overtime

(1) Overtime shall be offered to employees within the affected classification in the building or facility in descending order of seniority.

Custodians assigned to more than one building or facility will not be placed in rotation for overtime within the building or facility, if the custodian is assigned less than two (2) hours per day within the building or facility.

Overtime related to the athletic complex will be offered to employees within the affected classification in descending order of seniority.

ARTICLE XI WORKING CONDITIONS (continued)

- (2) When all eligible employees within the affected building or facility have been offered the overtime and declined, the overtime shall be offered to other members of the bargaining unit within the classification in descending order of seniority.
 - (3) When all employees have been offered overtime, the overtime shall be assigned to the employee with the least district-wide seniority within the classification.
 - (4) Exceptions to the procedure as described in (1) and (2) above would be situations which require an employee to have a shift extension, hence, overtime directly prior to or following the regular shift provided the shift extension is anticipated to last one (1) hour or less.
- c. Pay of overtime shall be in accordance with the provisions of Article XIII.
2. Only members of the bargaining unit shall perform bargaining unit work with the exception of temporary and substitute employees as defined in Article I, students involved (by way of illustration) in class projects, as student aides, or with discipline; and community groups using the school facilities, the latter of which may perform general sweeping and clean-up.

Mutual agreement between the Association and administration must be reached for community volunteer projects and student involvement beyond the scope of this section. Students will not be used if the result would be to cause vacant positions to not be posted and filled with full or part-time employees. The Mechanic and Food Service Supervisors shall continue to perform work as established by past practice.

3. If a weekend building check is needed, employees shall be paid on a per check basis as provided in Article XIII.
4. Call-Back

An employee who has returned home after completion of his/her regularly scheduled working hours may be requested to return to work. The parties agree that this is a request and it is not mandatory that the employee return. Compensation for call back shall be in accordance with Article XIII.

ARTICLE XI WORKING CONDITIONS (continued)

C. Medically Fragile

In the event a medically fragile student is enrolled in the Napoleon School District, the parties agree to negotiate upon request of either party, the working conditions associated with servicing the student(s).

ARTICLE XII

LEAVES OF ABSENCE

A. Paid Leaves

1. Sick Leave:

- a. As of July 1, 1982, all employees shall accrue one day sick leave credit for each completed month of service. Prior to July 1, 1982, sick leave will be continued as per past practice.
- b. Unused sick leave shall accumulate to a total of one hundred twenty (120) days. Sick leave may be used by the employee in one (1) hour increments.
- c. Employees shall be allowed to use sick leave for the following reasons:
 - (1) Personal illness or disability which shall include childbirth and complications of pregnancy.
 - (2) Up to 2 days/instance shall be granted to care for an ailing member of the immediate household in cases where no other arrangements can be made to care for the ailing member and in case of emergency. Additional days shall be granted provided the employee supplies medical verification that said employee's presence is necessary or requested by the attending physician. "Immediate Household" in this instance shall be defined as spouse, children, parents, or relatives living in the same household with the employee.
- d. After five (5) consecutive days of absence, the Employee shall provide a physician's statement to verify said absence prior to returning to work.

ARTICLE XII LEAVES OF ABSENCE (continued)

- e. A record of accumulated leave days will be furnished to each employee no later than October 15th of each school year.
2. Leaves of absence with pay not chargeable against the employee's sick leave allowance shall be granted for the following reasons:
- a. Court appearance as a witness in any case connected with the employee's employment with the School District except employee versus the Board.
 - b. An employee required to appear for jury qualification or service shall receive his/her pay from the Board for such time lost as a result of such appearance, or service, less any compensation received for such jury service or qualification.
 - c. Personal Business Days:
 - (1) Personal days to a maximum of two (2) days per year shall be granted to attend to business which cannot be conducted or transacted outside the normal work day. Personal business days granted shall not be deducted from the employee's accumulated sick leave bank. Personal business days unused by the employee at the end of each calendar year shall be added to the individual employee's accumulated sick leave total.
 - (2) Notification for use of a Personal Business day shall be done in writing at least seventy-two (72) hours in advance, except in cases of emergency.
 - (3) Personal business days shall not be granted for seeking other employment, hunting, fishing, or other recreational activities, for marriage or to attend a wedding. Said leave shall not be granted the day preceding and/or following a vacation period or holiday.
 - d. Job related injuries - In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law the employee will be entitled to use his/her sick leave in the same manner as if the injury or sickness was not compensable under Worker's Compensation; provided said employee reimburses the district the amount of wage continuation benefits he/she receives under Worker's Compensation for any day for which he/she receives sick pay from the District. For any day the employee receives sick pay from the District and reimburses the District for Worker's Compensation received, the employee's sick leave shall be reduced only by that portion of a day equal to the portion of the employee's gross pay actually paid by the District.

ARTICLE XII LEAVES OF ABSENCE (continued)

e. Bereavement Leave

- (1) Three (3) days for each death in the immediate family immediate family shall be defined as parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, spouse son, daughter, grandchildren, son-in-law, daughter-in-law or relative living in the same house with the employee.
- (2) Two (2) additional days in the event of a death of a spouse, son, or daughter.

B. Unpaid Leaves:

1. The following leaves of absence, without pay or benefits, shall be granted by the Board upon written request of the employee for a period not to exceed one (1) year and may be extended for an additional year upon request of the employee and at the discretion of the Board:
 - a. Serving in an elected or appointed position (Public or Association).
 - b. Prolonged illness of the employee or in the employee's family.
 - c. Job related training.
 - d. Pregnancy leave shall be treated like any other disability. For pregnancy and other expected disabilities such as elective surgery, the employee must give the Board thirty (30) days written notice of their request to be on leave. Such a request shall state the expected start and finish of the leave.

A doctor's statement must be attached to the request that verifies the need for such a leave, the expected period of disability and the employee's immediate ability to continue work.

C. Child Care Leave

1. The Board shall grant up to one (1) school year for the primary care of an infant child, (0-12 months).
2. An employee may make written application to the Superintendent for reinstatement prior to expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of maternity leave on the basis of each individual case. The reasonable right of the Board of Education would be grievable.

ARTICLE XII LEAVES OF ABSENCE (continued)

3. The child care leave shall be without pay or benefits, however, the employee upon return from the leave, shall have all previous benefits of this contract restored to him/her, but shall not accumulate any benefits while on such a leave.
4. The application for child care leave must be submitted to the Board thirty (30) days prior to the expected leave, must be in writing and must specify beginning and ending dates of the leave.

D. Other Leave Provisions

1. Return From Leave

- a. An employee returning from a leave of absence shall be returned to the same previously held position. If the position has been eliminated, the employee shall assume the position of the least senior employee providing the employee being bumped has less seniority than the employee returning. If the employee returning from leave does not have sufficient seniority to obtain a position, he/she shall be placed on a layoff status.
2. Other leaves of absence may be granted by the Board upon written request by the employee.
3. Upon return from leave, the employee's previously accumulated sick leave days shall be restored.
4. Benefits shall not accumulate during an unpaid leave of absence granted under this Article.
5. Employees on leave shall not be exempt from the provisions of the layoff procedure contained in this contract except the Board shall not be required to give notice of layoff for the duration of the leave.
6. If an employee does not return upon expiration of an unpaid leave of absence granted under this Article, he/she shall conclusively be deemed to have resigned.

E. Military Leave

1. Time off, without pay, shall be granted to employees who are in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations.

ARTICLE XIII

HOLIDAYS AND VACATIONS

A. Holidays

1. Employees working thirty (30) hours or more a week shall have the following days off with pay at their current schedule and rate, except as specified below:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day after Christmas
Day before New Years
New Years Day
Good Friday (When School is not in Session)
Memorial Day
Independence Day (For only those employees whose work year is
45 weeks or greater)

Employees working less than thirty (30) hours per week shall have Thanksgiving Day, Christmas Eve Day (effective 1991-92) Christmas Day, New Years Eve Day (effective 1992-93) New Years Day and Good Friday (when school is not in session) off with pay at their current schedule and rate.

2. Employees required to work on the above named holidays shall receive double time for hours worked.
3. If an employee is on vacation on any of the above named holidays he shall be entitled to an additional day off at a later date that is mutually agreeable to the Board and the employee.
4. If a holiday falls on an employee's regularly scheduled day off, the employee shall celebrate such holiday on the closest regularly scheduled working day.
5. When an employee is absent the scheduled work day before and/or the scheduled work day after a holiday, he/she shall not receive salary for the paid holiday unless his/her absence is due to personal illness or death in the family. In case of personal illness, he/she shall receive pay for the holiday, provided he/she submits satisfactory proof of his/her illness, and further provided that he/she is eligible for any compensation during the pay period in which said holiday occurs.

ARTICLE XIII HOLIDAYS AND VACATIONS (continued)

B. Vacations

1. Employees shall be allowed vacation leave as previously established.

Fifty-two week employees, beginning with the first day of the month nearest his/her date of hire, and including only those months or major portions of months he/she is on the payroll, shall earn vacation time as follows:

First and second year of continuous service - Five (5) days each year.

Third through fifth year of continuous service - Ten (10) days each year.

Sixth through fifteenth year of continuous service - Fifteen (15) days each year.

Sixteenth and each succeeding year of continuous service - Twenty (20) days each year.

Vacation time will be taken only after the anniversary date for vacation time earned.

2. Vacation leave shall not be granted in excess of vacation credit earned by service prior to the starting date of leave.
3. Absence on account of sickness, injury, or disability in excess of that herein authorized for such purposes may be charged against vacation credit if approved by the administration.
4. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive, at their request, any unused vacation allowance at their current rate of pay.
5. In January of each year, each employee shall be furnished with a record of accumulated vacation days.
6. Mandatory to Take - Vacations must be taken each year. A vacation may not be waived by an employee and money received in lieu of the vacation and any vacation time not taken will not accumulate.

Request for vacations must be submitted to the administration by June 1st. The administration will attempt to honor each request but may have to release employees in order of seniority. In scheduling of vacation, the Board retains the reasonable right of assignment.

ARTICLE XIII HOLIDAYS AND VACATIONS (continued)

7. Employees terminating employment shall receive pro-rated earned vacation allowance based upon 1/12 of the vacation for each month or major fraction thereof between his/her anniversary date and his/her termination date.

ARTICLE XIV
COMPENSATION

- A. Employees shall be engaged in the type of work and classification as set forth in Appendix A and shall be compensated in accordance with said Appendix.
- B. Time-and-one-half shall be paid for all work over eight (8) hours in one day and over forty (40) hours in any one week and for all hours worked on Saturday. Double time shall be paid for all hours worked on Sundays.
- C. An employee "called back" shall be compensated at the applicable overtime rate as set forth above for the time actually worked or three (3) hours, whichever is greater.
- D. An employee conducting the "weekend building check" shall be compensated at the applicable overtime rate as set forth above for each day for the time actually worked or three (3) hours, whichever is greater.
- E. An employee using his/her personal vehicle at the request of the District shall be compensated at the per mile reimbursement rate established by the Internal Revenue Service.
- F. Tools or equipment (excluding motorized vehicles) requested in writing of the employee by the employer which are damaged or lost while in the performance of their job duties shall be reimbursed at the rate of value by the District.
- G. Insurance Protection - Each employee working thirty (30) hours or more shall have one of the following MESSA PAK plans paid by the Board:

ARTICLE XIV COMPENSATION (continued)

1. a. PLAN A For employees electing health insurance

SUPER CARE 1

Long Term Disability 66 2/3%
\$2,500 maximum
90 calendar days - modified fill
Freeze on offsets
Alcoholism/drug addition - 2 year
Mental/nervous - 2 year

Delta Dental E (80/80)

Negotiated Life \$5,000 AD & D

Vision VSP-1

Double coverage is prohibited. Eligible employees enrolled under another health plan within the Napoleon schools or elsewhere shall not be eligible to enroll in health insurance under this agreement.

The Board will pay up to \$50.00 per individual or up to \$100.00 per family, per year, to reimburse employees for deductible expense not paid by MESSA.

Provided Waneta Godfrey remains eligible under section G(1), she will be enrolled as a Plan A participant. Waneta Godfrey will sign an enrollment document reflecting she waives her rights to the dental benefits provided under PLAN A. In lieu of the dental benefit, she will continue to receive \$10.00 per month to apply toward annuities.

b. PLAN B For employees not electing health insurance

Delta Dental E (80/80)

Negotiated Life \$10,000 AD & D

Vision VSP-2

Long-Term Disability 66 2/3% (Same as above)

\$20.00 per month to apply toward annuities.

ARTICLE XIV COMPENSATION (continued)

c. PLAN C For employees not electing health or dental insurance

Negotiated Life \$10,000 AD & D

Long-Term Disability 66 2/3% (Same as above)

Vision VSP2

\$30.00 per month to apply toward annuities.

Only Tom Brower and Homer Davis will be eligible to elect PLAN C provided they continue to be eligible under Section G(1).

2. a. Each employee working less than 30 hours will have the opportunity to purchase health insurance available to other employee units. Such purchase will be subject to rules and regulations of the various insurance administrators and/or carriers.
- b. Payment for said insurance must be made to the district business office no later than the third Monday of each month for the following month's insurance.
- c. The district will be held harmless for any loss incurred by the employee as a result of the employee's failure to comply with 2.b. above.

H. Longevity

1. Longevity pay will be paid once each year as one payment in the second paycheck in June and based upon full year's of continuous service as of January 1, of the current year. Employees hired subsequent to January 1, 1989 will not be eligible for longevity pay.
2. This benefit will expire on the expiration date of this contract and will not be paid after expiration unless renegotiated into the new contract.
3. Days taken without pay (dock days) will be deducted from longevity at the rate of \$5.00 per day. For the purposes of this calculation, such dock days would need to occur within the twelve month period preceding July 1. For the purposes of this sub-section, said dock days would be the result of exceeding earned sick and personal leave days and/or days taken without benefits that have been approved by the Board of Education.

ARTICLE XIV COMPENSATION (continued)

4. Longevity rate table reflects pay after years of continuous service in the first column through and including continuous years of service in the second column.

<u>Years of Service</u>	<u>Percentage *</u>
3 - 5	2.0%
6 - 8	2.5%
9 - 11	3.0%
12 - 25	3.5%

* Calculated as follows: Hourly rate X regular per diem hours X 200 X % as would be applicable.

5. Eligible employees as defined under section H(1) who received a longevity pay check in June of 1990, will not receive a longevity pay check which exceeds the amount received in June of 1990.

Eligible employees as defined under section H(1) who did not receive a longevity pay check in June of 1990, will be eligible to receive a longevity pay check. The amount of the check will not exceed \$72.32.

- I. Any employee with ten (10) or more years of service to the Napoleon Community Schools who retires under the Michigan Public School Employees Retirement System provided he/she qualifies under the Eligibility Circuit Breakers (ECB).

In order to eligible, the application of the following formula to the retiring employee must yield a result in excess of 50%:

$$\text{ECB (\%)} = 100 \times \frac{\text{Sick leave accumulation at retirement}}{\# \text{ of years of service} \times 10 \text{ days/year}}$$

A qualifying employee will receive pay for unused sick leave in accordance with the following formula:

51% - 60%	\$1,000.00
61% - 70%	\$2,000.00
71% - 80%	\$3,000.00
81% - 90%	\$4,000.00
91% - 100%	\$5,000.00

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board pertaining to this bargaining unit. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be prepared as soon as possible after signing.
- C. Copies of the contract shall be provided for all employees, at Board expense, and a copy shall be sent to each new employee with their letter of appointment.
- D. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement covers the period from Board ratification through June 30, 1993. Based upon the date of ratification by the parties, the wages shall be retroactive to July 1, 1990 for those employed on the date of Board ratification and shall continue in effect as stipulated in Appendix A through June 30, 1993. Any other amendments and/or additions resulting from the negotiations of this agreement shall not be retroactively implemented absent expressed written agreement between the parties. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives.

THE BOARD OF EDUCATION

By: *Jack Owens*
President

By: *Judith A. Bostedor*
Secretary

January 28, 1991
Date of Ratification

May 1, 1991
Today's Date

THE ASSOCIATION

By: *Lynne Franzen*
President of NESPA

By: *Sarah Covey*
Team Member

By: *Robert S. Gork*
Team Member

By: *Roger F. Perry*
President of JCEA

By: *Charles J. Coelle*
Chief Negotiator

January 24, 1991
Date of Ratification

May 1, 1991
Today's Date

APPENDIX A
SALARY SCHEDULE

- A. Employees moving to a higher wage rated position within a classification will be placed at Step A.

Employees moving to a lower wage rated position within a classification will be placed at Step C.

New employees will be placed on Step A.

- B. Employees moving between classifications will be placed at Step A.

- C. Moving for purposes of Section A and B shall be defined to include reassignment through layoff, recall or transfers.

- D. Increments will be granted to school-year and other employees working less than twelve months effective July 1 provided the employee worked at least 150 days in the preceding fiscal year. The 150 days shall include paid leave time.

- E. Increments will be granted to twelve-month employees effective July 1 provided the employee worked at least 220 days in the preceding fiscal year. The 220 days shall include paid leave time.

<u>Custodial, Maintenance, Mechanics Classifications</u>	<u>Name</u>	<u>Status 1989-90</u>	<u>1990-91 Step</u>	<u>(A)</u>	<u>Step (B)</u>	<u>(C)</u>	<u>Contract Year</u>
I. Custodial	Boland	\$10.06	(C)	\$10.45	\$10.56	\$10.66	1990-91
	Cecil	\$ 9.86	(A)	\$11.08	\$11.19	\$11.30	1991-92
	Childs	\$ 9.86	(A)	\$11.74	\$11.86	\$11.98	1992-93
	Davis	\$ 9.86	(A)				
	Gork	\$ 9.86	(A)				
	Metcalf	\$10.49 *					
II. Head Custodian (days)	Eberth	\$10.53	(C)	\$10.88	\$11.01	\$11.16	1990-91
	Dorer	\$10.53	(C)	\$11.53	\$11.67	\$11.83	1991-92
	Green	\$10.53	(C)	\$12.22	\$12.37	\$12.54	1992-93
	Reul	\$10.53	(C)				
III. Maintenance, Mechanic	Brower	\$11.98	(C)	\$12.22	\$12.46	\$12.70	1990-91
	Golba	\$11.53	(A)	\$12.96	\$13.20	\$13.46	1991-92
				\$13.73	\$13.99	\$14.27	1992-93

- NOTE:
- (1) Mechanic: It is understood that the mechanic position(s) will only be filled with qualified mechanics having a successful record of mechanical experience.
 - (2) Maintenance: It is understood that maintenance positions will only be filled with qualified maintenance personnel having a successful record of maintenance experience.

* To be paid "off-schedule" provided he remains employed in the same position. The rate will be increased by 6% per year for the 1990-91, 1991-92, and 1992-93 contract years.

<u>Secretarial Classifications</u>	<u>Name</u>	<u>Status 1989-90</u>	<u>1990-91 Step</u>	<u>(A)</u>	<u>Step (B)</u>	<u>(C)</u>	<u>Contract Year</u>
I. General Office - Guidance Transportation - Maintenance	Chalfant	\$6.70	(A)	\$7.10	\$7.27	\$7.45	1990-91
	Chandler	\$7.03	(C)	\$7.53	\$7.71	\$7.90	1991-92
	Thayer	\$7.03	(C)	\$7.98	\$8.17	\$8.37	1992-93
	Watts	\$7.05 *					
II. Elementary Principal M.S. Principal Adult & Community Educ. Dir.	Cosher	\$7.92	(C)	\$8.20	\$8.31	\$8.42	1990-91
	Holten	\$7.95	(C)	\$8.69	\$8.81	\$8.92	1991-92
	Knickerbocker	\$7.74	(A)	\$9.21	\$9.34	\$9.46	1992-93
III. H.S. Principal	Franzen	\$ 9.25	(C)	\$ 9.59	\$ 9.70	\$ 9.81	1990-91
				\$10.17	\$10.28	\$10.39	1991-92
				\$10.78	\$10.90	\$11.02	1992-93

* To be paid "off schedule" provided she remains employed in the same position. The rate will be increased by 6% per year for the 1990-91, 1991-92, and 1992-93 contract years.

<u>Food Service Classifications</u>	<u>Name</u>	<u>Status 1989-90</u>	<u>1990-91 Step</u>	<u>(A)</u>	<u>Step (B)</u>	<u>(C)</u>	<u>Contract Year</u>
I. Technical Assistants ... General Food Service	Ahrens	\$4.52	(C)	\$4.58	\$4.69	\$4.79	1990-91
	Ebersole	\$4.52	(C)	\$4.85	\$4.97	\$5.08	1991-92
	Hilton	\$4.52	(C)	\$5.15	\$5.26	\$5.38	1992-93
	Landers	\$4.52	(C)				
	Pittman	\$4.90	*				
	Ray	\$5.85	*				
	Wild	\$4.52	(C)				
	Wiley	\$4.52	(C)				
II. Specialist ... Cook-Baker ... Salad Maker ... Head Cashier	Britten	\$6.18	(C)	\$6.34	\$6.44	\$6.55	1990-91
	Cook	\$7.09	*	\$6.72	\$6.83	\$6.94	1991-92
	Godfrey	\$7.09	*	\$7.12	\$7.24	\$7.36	1992-93

* To be paid "off schedule" provided they remain assigned in the same position. The rates will be increased by 6% per year for the 1990-91, 1991-92 and 1992-93 contract years.

<u>Aides Classifications</u>	<u>Name</u>	<u>Status</u> <u>1989-90</u>	<u>1990-91</u> <u>Step</u>	<u>(A)</u>	<u>Step</u> <u>(B)</u>	<u>(C)</u>	<u>Contract</u> <u>Year</u>
I. General							
... Student Supervisor- Clerical	Davis	\$4.34	(C)	\$4.40	\$4.51	\$4.60	1990-91
	Hamilton	\$4.34	(C)	\$4.66	\$4.78	\$4.88	1991-92
	Stephenson	\$4.34	(C)	\$4.94	\$5.06	\$5.17	1992-93
	Keith	\$4.34	(C)				
II. Instructional							
... Instructional- Classroom	Albert	\$4.52	(A)	\$4.79	\$4.87	\$4.99	1990-91
	Covey	\$4.71	(C)	\$5.08	\$5.18	\$5.29	1991-92
	Montgomery	\$4.52	(A)	\$5.38	\$5.49	\$5.61	1992-93
	Ward	\$4.52	(A)				
III. Library							
... Library - Media Center	Berkepile	\$6.18	(A)	\$6.55	\$6.65	\$6.75	1990-91
	Laverty	\$6.37	(C)	\$6.94	\$7.05	\$7.16	1991-92
				\$7.36	\$7.47	\$7.59	1992-93

APPENDIX B

GRIEVANCE FORM

NAPOLEON EDUCATION SUPPORT PERSONNEL ASSOCIATION

Name of Grievant _____ Assignment _____

Submit to your immediate supervisor. Keep one copy for your own reference. Refer to your Master Agreement for time limits.

LEVELS I & II

Date cause of grievance occurred: _____

Statement of grievance:

Relief sought:

Grievant

Date

Response of immediate supervisor:

Supervisor

Date

LEVEL III

This grievance is submitted to Level III for consideration by the Superintendent because:

_____ The Level II response was unsatisfactory.

_____ There was no timely Level II response.

Additional Information: _____

		_____ Grievant	_____ Date
_____ Chief Steward	_____ Date	_____ President	_____ Date

Response by Superintendent: _____

Superintendent

Date

* * * * *

LEVEL IV

This grievance is submitted to Level IV for consideration by the Board of Education because:

_____ The Level III response was unsatisfactory.

_____ There was no timely Level III response.

Additional Information: _____

		_____ Grievant	_____ Date
_____ Chief Steward	_____ Date	_____ President	_____ Date

Response by the Board of Education: _____

Board of Ed. Rep.

Dept.



