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MASTER AGREEMENT

between the

E V A R T    P U B L I C    S C H O O L S

and the

E V A R T

E D U C A T I O N A L   S U P P O R T   P E R S O N N E L   A S S O C I A T I O N

Date: July 1, 1989 through June 30, 1992

*Ewart Public Schools*

Michigan State University  
LABOR AND INDUSTRIAL  
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MASTER AGREEMENT

This Agreement entered into this eleventh day of June, 1990, by and between the Board of Education of Evert Public Schools, hereinafter called the "Board", and the Michigan Education Association, hereinafter called the "Association", on behalf of the Evert Educational Support Personnel Association, MEA/NEA.

WITNESSETH

WHEREAS, the Employer and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

Whereas, the Employer and the Association have entered into good faith negotiations and reached agreement upon wages, hours and other terms and conditions of employment.

The Employer and the Association do hereby set forth and memorialize this their full agreement.

## ARTICLE I - RECOGNITION

- A. Pursuant to the certification of representative issued by the Michigan Employment Relations Commission in Case No. R89 D-147, the Employer hereby recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the bargaining unit defined and described as follows:

ALL FULL-TIME AND REGULAR PART-TIME CUSTODIAL-MAINTENANCE, FOOD SERVICE AND CLERICAL-SECRETARIAL EMPLOYEES; excluding: supervisors, secretary to the superintendent, bookkeeper, instructional/teacher aides, transportation employees, substitutes and all other employees.

## ARTICLE II - AGENCY SHOP

- A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures: and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association under the procedures specified below. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June each year. The Employer shall remit same to the MEA Uniserv Office at 101 East Harris Street, Cadillac, MI 49601, within the time period specified in paragraph A of this Article.

- C. The procedure in all cases of non-payment of the service fee shall be as follows:
1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
  3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same.
- D. Pursuant to Chicago Teachers' Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the time table for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive and, unless and until such procedures (including any administrative or judicial, review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- E. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- F. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees or service fees, the amount of said professional fees and the amount of service fee to be deducted by the District.
- G. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued

individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member whose wages have been subject to involuntary deduction under this Article.

### ARTICLE III - NON-DISCRIMINATION

The parties agree that no person or persons shall be discriminated against on the basis of race, sex, creed, national origin, marital status, age, or membership or non-membership in the Association.

### ARTICLE IV - ASSOCIATION AND EMPLOYEE RIGHTS

- A. The Board hereby agrees that members of the bargaining unit are accorded all the rights, privileges, and duties conferred by applicable laws of the State of Michigan as well as the Constitutions of the State of Michigan and of the United States. The parties further agree that alleged violation of such laws or Constitutional provisions shall not be processed through the final step of the grievance procedure found in this Agreement.
- B. The Association may request the use of school building facilities for its meetings through the Superintendent or his/her designated representative. These requests must be in writing and submitted at least twenty-four (24) hours in advance of the proposed meeting. The request is subject to the approval of the Superintendent or his/her designee. The Association shall reimburse the District for all costs associated with the use of such facilities in accordance with the Board of Education policy as applied to other school affiliated groups.
- C. No bargaining unit member shall be prevented from wearing insignia, pins or other identification of membership in the Association, either on or off school premises, provided that such activities do not impair the performance of work or create disruptive conditions within the school.
- D. Space shall be made available for the Association on a bulletin board in each school building where bargaining unit members work for the posting of notices by the Association regarding Association business and matters of interest related to the Association which are not disruptive and do not interfere with the work of bargaining unit members. The Association assumes responsibility for materials placed on such bulletin boards by the Association and its authorized agents.

- E. When requested by the Association, the Board agrees to make available public budgetary information and other public information which may be necessary for the Association to bargain collectively. Further, the Board agrees to provide the Association with any information which may be relevant and necessary to process a grievance, provided the information is not exempted from disclosure by law.

ARTICLE V - BOARD RIGHTS

- A. Nothing in this Agreement shall be construed or interpreted to limit or impair the right of the Board to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following:
1. To manage its affairs generally; to continue its right of assignment and direction of personnel; to determine the number of personnel and scheduling of all of the foregoing, including the right to establish, modify or change any work or business or school hours or days.
  2. To direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, provided such actions are not in conflict with this Agreement.
  3. To determine the qualifications of its employees.
  4. To adopt rules and regulations not in conflict with the terms of this Agreement governing the conduct of employees.
  5. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
  6. To determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
  7. To determine the number of hours worked by bargaining unit members, including starting and ending times of work shifts provided that such determinations are not in conflict with this Agreement.
  8. To determine the policy affecting the selection, testing or training of employees.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, as well as the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- C. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE VI - GRIEVANCE PROCEDURE

- A. A grievance is defined as a claim by a bargaining unit member that there has been a violation, misinterpretation or misapplication of the express terms of this Agreement.
- B. Written grievances as required herein shall contain the following:
  - 1. It shall be signed.
  - 2. It shall be specific.
  - 3. It shall contain a brief summary of the pertinent facts causing the grievance.
  - 4. It shall cite the section or subsections of this Agreement alleged to have been violated.
  - 5. It shall contain the date of the alleged violation.
  - 6. It shall specify the relief requested.
- C. The Association shall furnish the Superintendent with the names of the departmental representatives assigned by the Association to handle grievances on or before the 15th day of September of each year of this Agreement. Unless otherwise designated in writing, the Board hereby appoints its departmental supervisors to act as its representatives at Level One as hereinafter described and the Superintendent (or his/her designated representative) to act at Level Two as hereinafter described.
- D. The term "days" as used herein shall mean scheduled work days. A "work day" shall be defined as any day when the central administrative offices of the school are open. Time limits may be extended only upon mutual agreement of the parties. Any grievance not answered within the time limits by the District or its representatives, may be advanced to the next step by the Association. Any grievance not pursued or appealed by the Association or bargaining unit members within the time limits hereinafter specified shall be deemed settled on the basis of the District's last response.

E. Level One

A bargaining unit member wishing to process a grievance, as defined above, shall within ten (10) days of its alleged occurrence orally discuss the grievance with the department supervisor in an attempt to resolve the same. The supervisor shall be advised in the oral discussion that the events being discussed are being presented as the basis for a grievance and the terms of this Agreement upon which the grievance is based. Failure to do so will invalidate the grievance. If no resolution is obtained within five (5) days of the oral discussion, and if the employee wishes to pursue the matter further, he/she shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two. X

Level Two

A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One. The Superintendent or designated agent shall within ten (10) days of the filing of the grievance arrange a meeting to discuss the grievance. The grievant may, if he/she chooses, be accompanied to said meeting by a representative from the local Association and/or a MEA staff representative. The Superintendent or designee shall have ten (10) work days following this discussion within which to render a written decision on the grievance, transmitting a copy of same to the grievant and the Association.

Level Three

If no decision is rendered by the Superintendent within the above time limitations or if the decision is unsatisfactory to the grievant and the Association, the Association may appeal the grievance to the Board of Education by filing a notice of appeal along with the decision of the Superintendent to the Board of Education Secretary within five (5) days after receipt of the Superintendent's written disposition or the deadline for such disposition, whichever occurs first.

Upon receipt of the written grievance, the Board of Education shall schedule a hearing on the grievance to occur at the Board's next regularly scheduled meeting. The Board shall make a written disposition of the grievance no later than twenty (20) days from the time of the hearing of the grievance. The Board may hold future hearings thereon, may designate one or more of its members to hold future hearings thereon, or otherwise investigate the grievance. However, the final determination of the grievance by the Board shall be made not more than twenty (20) days after the initial Board hearing, except with the express written consent of the Association.

Level Four

Only the Association shall have the right to process or appeal a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter to arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. Within such ten (10) day period, the Association will also serve a copy of the Demand for Arbitration upon the Board of Education.
2. Neither party may raise a new defense or ground during the arbitration proceeding. Each party shall submit to the other party not less than five (5) days prior to the arbitration hearing, a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing. The parties may also elect at such time to confer in an attempt to settle the grievance.
3. The powers of the arbitrator are subject to the following limitations:
  - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b. He/she shall have no power to establish salary scales or to change any salary.
  - c. He/she shall have no power to rule upon the termination of services of or failure to re-employ any probationary employee.
  - d. He/she shall have no power to consider any claim for which there is another remedial procedure or forum established by law or governmental regulation.
  - e. He/she shall have no power to rule upon the content of an employee evaluation.
  - f. He/she shall have no power to change any practice, policy or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the District. His/her power shall be limited to deciding whether the District has violated the express articles or sections of this Agreement. He/she shall not imply obligations and conditions binding upon the District from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.
  - g. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  - h. He/she shall have no power to interpret state or federal law.

- i. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.

More than one grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent of the parties and then only if the grievances are of a similar nature. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

- F. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the issue of arbitrability. By stipulation of the parties, the arbitrator shall have the authority to concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. Should the arbitrator determine that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the arbitrator shall not be regarded as a waiver by either party of its right to institute civil litigation contesting either the authority of the arbitrator or any award allegedly rendered in excess of such authority.
- G. The District shall not be required to pay back wages more than twenty (20) days prior to the date a written grievance is filed.
  1. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
  2. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of back pay.
  3. No decision in any one case shall require a retroactive wage adjustment in any other case.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a bargaining unit member or participating Association representative is to be at his/her assigned duty station, except as otherwise mutually agreed to the contrary between the District and the Association. When there is agreement to release Association representative(s) under this paragraph, their compensation shall be paid for any regular work hours missed.
- I. The time limits set forth herein shall be strictly adhered to but may be extended by mutual agreement of the parties, confirmed in writing.

- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this contract (as defined in the duration clause) may be processed through the grievance procedure until resolution. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon an alleged grievance occurring prior to the effective date of this Agreement. Further, grievances filed after the expiration of this Agreement shall not be processed under these grievance procedures unless otherwise specifically agreed in writing by both the Board and the Association.
- K. The Employer shall permit authorized Association representatives access to, and the right to inspect copies of personnel files, and other files or records (not exempt from disclosure by law) which pertain to the grievant or which are reasonably necessary for processing of a grievance.

#### ARTICLE VII - DISCIPLINE OF EMPLOYEES

- A. Upon satisfactory completion of the designated probationary period, a seniority employee will not be disciplined or discharged without just cause.
- B. A bargaining unit member shall be entitled, upon request, to have present a local Association representative and/or a MEA staff representative, for any employer conference pertaining to the investigation and/or imposition of discipline.
- C. Prior to taking disciplinary action the Employer shall promptly conduct an investigation to determine the relevant facts and conduct an investigatory interview with the bargaining unit member. At this conference, the Employer will present the bargaining unit member with the charges against him/her and provide the bargaining unit member an opportunity to respond. The bargaining unit member shall promptly provide the administration with the full particulars of the alleged incident(s) for which discipline is being contemplated.
- D. The Employer will use a progressive/corrective discipline approach in assessing disciplinary measures. The disciplinary measures imposed shall be appropriate to the misconduct or deficiency in performance. More advanced levels of discipline may properly be imposed for initial instances of serious misconduct. Discharge shall be appropriate for repeated misconduct or deficiency in performance where progressive disciplinary measures have previously been assessed or for serious misconduct or deficiency in performance which justifies discharge in the first instance. Examples of offenses which would justify immediate discharge include: dishonesty, consumption of or possession of illegal drugs or intoxicants on school property, being under the influence of illegal drugs or intoxicants while on duty, gross negligence, or immoral conduct.

Progressive disciplinary levels are as follows: (1) verbal discussion with employee; (2) written warning; (3) written reprimand; (4) suspension without pay; (5) dismissal.

The District shall have the right to place an employee on paid suspension for such time as is necessary to complete a disciplinary investigation.

- E. The Board agrees to provide an area in which a bargaining unit member who is suspended or discharged may meet with an Association representative before the bargaining unit member is requested to leave the premises.
- F. By mutual written agreement, the parties may stipulate, in cases of discharge, to bypass Level One and/or Level Two of the grievance procedures set forth in Article VI of this Agreement.

#### ARTICLE VIII - PROBATIONARY PERIOD

- A. A newly hired bargaining unit member shall be on probationary status for sixty (60) work days, taken from and including the first day of regular employment. However, the District may extend the probationary period for an additional twenty (20) working days.\* If at any time prior to the completion of the probationary period, the Bargaining unit member's work performance is regarded as unsatisfactory by the employer, the employee may be dismissed without appeal. Probationary bargaining unit members who are absent on scheduled work days shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary period until these additional days have been worked.

\* In the event that the probationary period is extended, written notice will be given to the involved employee and the Association.

- B. Upon satisfactory completion of the probationary period, the bargaining unit member's seniority date shall be retroactive to the first working day. At that time, the bargaining unit member's name shall be entered on the seniority list. A discharged probationary employee, who is rehired within ninety (90) working days of discharge, shall have seniority from the first date of hire.

#### ARTICLE IX - SENIORITY

- A. "Seniority" shall be defined as the length of a bargaining unit member's continuous and uninterrupted employment in the respective seniority classifications of this bargaining unit from the employee's initial date

of hire in such classification(s). Time spent on layoff or unpaid leave of absence shall not interrupt seniority but shall not count for service credit for entitlement to other benefits under this Agreement. Seniority is not cumulative among seniority classifications and may be exercised only within the classification in which it is accumulated. Movement from one classification to another shall not terminate seniority that the employee has previously accumulated in any other classification under this Agreement, provided there has not been a break in continuous employment.

- B. There shall be no seniority among probationary employees. After satisfactory completion of their probationary period, bargaining unit members will be entered on the seniority roster in accordance with the provisions of Article VIII of this Agreement.
- C. The seniority classifications of this bargaining unit are as follows:
  - 1. Secretarial/clerical employees
  - 2. Cooks
  - 3. Food service workers
  - 4. Custodial/maintenance workers.
- D. The employer shall prepare and maintain a seniority roster showing the length of service of each bargaining unit member within the respective seniority classifications. A copy shall be furnished to the Association not later than October 1 annually. If no objections are received within thirty (30) days thereafter as to the accuracy of the seniority list, the Employer's list shall be regarded as conclusive. In the event more than one bargaining unit member has the same length of service in a seniority classification, seniority placement on the list shall be determined by a mutually agreeable method, (coin toss or draw straws), accomplished in the presence of a representative from both the Association and the District. However, a newly hired employee with recent substitute experience (within the last twelve (12) months) at Evert in the same classification shall be placed ahead of another new employee in the same classification who is hired on the same date.
- E. Seniority shall be lost for the following reasons:
  - 1. The employee quits.
  - 2. The employee retires.
  - 3. The employee is discharged under Article VII (and not reinstated through procedures set forth in this Agreement).
  - 4. The employee fails to return to work within ten (10) working days after issuance of the District's notice of recall to the last known address of the bargaining unit member as shown on the District's records. It shall be the responsibility of the bargaining unit member to provide the District with a current address.

5. The bargaining unit member is absent from work for two (2) consecutive working days without advising the District of a reason acceptable to the District for such absence.
6. The employee overstays an approved leave of absence without advising the District of a reason acceptable to the District.
7. The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence.
8. A settlement has been made with the employee for separation from employment.
9. The bargaining unit member is laid off or has not, for any reason, worked for the District for a continuous period exceeding the length of the employee's employment or two (2) calendar years, whichever occurs sooner.
10. The bargaining unit member falsified pertinent information on his/her application for employment.
11. The enumeration of the above conditions for loss of seniority shall not constitute a limitation upon the right of the employer to impose disciplinary measures (including discharge) for violation of the employer's rules and policies which are not in conflict with the express terms of this Agreement.

#### ARTICLE X - LEAVES OF ABSENCE

##### A. Sick Leave

1. Accumulation. Each bargaining unit member shall be credited with one (1) sick day per month worked to a maximum of twelve (12) days per fiscal year (July 1 - June 30). Sick leave for part-time employees (less than six (6) hours per work day) shall accumulate according to the number of hours the bargaining unit member was scheduled to work. Sick leave shall be accumulative to sixty-five (65) days.
2. Use. Sick leave may be used by the employee for an incapacitating illness, injury or disability which prevents the employee from being able to perform the duties of his/her position. Up to five (5) sick leave days per fiscal year may also be used by the bargaining unit member to attend to serious illness, injury or disability of a member of the employee's immediate family (spouse, child, sibling, parent). Additional days may be approved for this purpose by the Superintendent in the event of a critical illness, injury or disability of an immediate family member as defined above.

3. The Superintendent may require that any bargaining unit member applying for use of sick leave exceeding three (3) consecutive working days procure a doctor's certification of illness, injury, or disability for the days absent.
4. The Superintendent may at any time require any bargaining unit member to submit to a physical and/or mental examination by an appropriate practitioner selected by the District for purposes of verifying the bargaining unit member's eligibility for leave or return from leave under this Agreement or to verify the bargaining unit member's ability to successfully perform his/her assignment. Such examination shall be paid for by the Board.
5. Reporting Procedure. Absences shall be reported to the bargaining unit member's immediate supervisor at least two (2) hours before the employee's scheduled starting time, except in case of emergency. Should the employee know that the absence will continue beyond two (2) or more consecutive days, the bargaining unit member shall notify his/her immediate supervisor to this effect before the end of the first such day and each succeeding day of absence thereafter. In cases of prolonged illness, the bargaining unit member may be excused by the immediate supervisor from making such daily reports, provided that the bargaining unit member has submitted in advance to the immediate supervisor a physician's statement detailing the reasons for absence and the anticipated date of return to duty.
6. In cases where the bargaining unit member receives wage continuation benefits through Workers' Compensation and/or any disability income protection plan funded by the District, the bargaining unit member shall be limited to the benefits received through Workers' Compensation and/or disability income protection insurance. In such case, the employee may not utilize sick leave.
7. Upon retirement from the District and application to the Michigan Public School Employee Retirement System for retirement, bargaining unit members with a minimum of fifteen (15) years of continuous service shall receive fifteen dollars (\$15.00) per unused accumulated sick day to maximum of fifty (50) days. For purposes of this section, "retirement" shall mean:
  - (a) Attaining age sixty (60) and having ten (10) or more years of retirement system service credit.
  - (b) Attaining age fifty-five (55) and having thirty (30) or more years of retirement system service credit, or
  - (c) Attaining age fifty-five (55) while still working and having accumulated fifteen (15) or more years of service credit, but less than thirty (30) years, of which five (5) consecutive years are immediately preceding the employee's retirement allowance effective date. However, the allowance under this option shall be permanently reduced by one-half of one percent (1/2%) for each month from the date the employee would attain age sixty (60).

8. When an employee is absent from duty because of illness, injury, or disability to a member of the immediate family, immediate family shall be interpreted as: spouse, son, daughter, mother, father, brother, sister, in-laws, or dependents living in the same household of said employee.

9. Employees will retain the number of sick leave days accumulated before July 1, 1989.

B. Bereavement Leave.

A leave of absence with pay not chargeable against the bargaining unit member's paid sick leave shall be granted for up to three (3) days for death in the immediate family, (spouse, parents, children, siblings, in-laws, grandparents, grandchildren and dependents living in the immediate household of the bargaining unit member). Additional days for this purpose may be requested of the Superintendent and if approved, shall be deducted from the employee's accumulated sick leave.

C. Personal Business Leave.

A bargaining unit member shall be granted two (2) days each fiscal year (July 1- June 30) for the purpose of conducting personal business of an urgent and necessary nature which requires the personal presence of the bargaining unit member and cannot be arranged at an alternative time which does not interfere with the duties of employment. Request for use of personal business leave indicating the circumstances necessitating its use must be made at least seventy-two (72) hours in advance to the bargaining unit member's immediate supervisor. Personal business days are not to be used to extend a vacation, holiday or weekend, for recreational purposes or ventures for profit from personal services. Personal business leave may not be taken immediately before or after a school holiday or vacation. The personal business leave for part-time bargaining unit members (less than six (6) hour per day) shall accumulate according to the number of hours they are scheduled to work.

D. Any bargaining unit member who is subpoenaed to testify during working hours in any judicial or administrative matter (excluding adversarial matters between the District and the Association and/or the District and the bargaining unit member) shall be paid his/her full compensation for such time, less any compensation received as witness fees. The bargaining unit member shall be expected to return to work promptly upon completion of this obligation if there is any time remaining on the bargaining unit member's regular work shift.

E. Jury Duty.

A bargaining unit member who is summoned for jury duty shall suffer no loss of compensation due to his/her absence for this purpose for the time required which conflicts with the bargaining unit member's regularly scheduled work assignment. The bargaining unit member will report to work promptly when released from jury duty to resume his/her scheduled

work. The District shall not be obligated to compensate the bargaining unit member more than his/her regular rate of pay for the scheduled hours missed less any amounts which the bargaining unit member is entitled to receive from the court as a juror fee. The bargaining unit member shall advise his/her immediate supervisor of the necessity for this absence as soon as he/she is advised of the obligation to serve.

F. Conditions of Leaves of Absence.

1. In the event an employee takes paid leave time (sick or vacation) the employee's benefits (leave accumulation, insurance, etc.) shall continue to accrue or be paid as though the employee was working.
2. A bargaining unit member who requests and is granted an unpaid leave of absence due to illness, disability or injury which incapacitates him/her and whose sick leave has been exhausted, shall have his/her health insurance premium paid for a maximum of thirty (30) calendar days from the date on which sick leave is exhausted. Thereafter, the Employer shall have no further responsibility to continue fringe benefit premium payments on behalf of said employee, unless and until such time as the employee is actively returned to work and is entitled to reinstatement of benefits.
3. All other unpaid leaves of absence, (other than as described in paragraph 2 above), shall not entitle the bargaining unit member to any benefits under this Agreement except as otherwise specifically described under the terms of this Agreement.
4. Upon expiration of a leave of absence, an employee shall be returned to his/her position from which leave was taken, if in existence, or if not, to a position within his/her classification for which he/she possesses sufficient seniority. Return to an assignment shall be subject to the operation of the reduction in personnel procedures of this Agreement.

ARTICLE XI - LAYOFF AND RECALL

- A. "Layoff" shall be defined as a determination by the District to effectuate a reduction in the work force, which reduction is implemented either by discontinuing the employment of a designated number of individual employees and/or through a reduction in the hours assigned to positions within the bargaining unit. The Employer reserves the right to select the job classification(s), department or school in which the layoff shall take place. Bargaining unit members to be laid off will be provided fifteen (15) work days notice of layoff prior to the effective date of the reduction.

- B. In the event of a layoff, the Board shall identify the specific position(s) to be eliminated and shall notify the employee(s) in those positions. When the employer determines to reduce the size of the work force through elimination of positions in a seniority classification, employees in the seniority classification shall be reduced in order of least seniority within the seniority classification being reduced, provided that there are more senior employees within the seniority classification remaining who possess the skills and qualifications required to perform the assignments vacated by the least senior employee(s) in the classification.
- C. A bargaining unit member who is laid off from a position in his/her present seniority classification may be assigned to a position in another seniority classification in which he/she has previously accumulated seniority, provided that there is a less senior employee in that classification and that the more senior employee possesses the skills and qualifications necessary to perform the assignment in the other classification. Any such bump must be exercised upon the least senior employee within the other classification, provided that the bumping employee is qualified to perform the work of the displaced employee.
- D. The District shall recall employees from layoff according to their seniority within the classification of the vacant assignment(s), provided that the recalled employee is presently qualified (at the time of recall) to perform the available work. There shall be no obligation under this agreement to post a vacancy where there are bargaining unit members on layoff who are properly classified and qualified to fill the vacancy.
- E. Notices of recall shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address as shown on the District's records. It shall be the employee's responsibility to keep the District notified of his/her current mailing address. The recall notice shall state the time and date on which the employee is to report to work. A recalled employee shall be given ten (10) work days from receipt of a recall notice to report to work. The District may fill the open position on a temporary basis until the recalled employee is scheduled to report for work. An employee who declines recall to perform work for which he/she is classified and qualified under this agreement shall forfeit his/her seniority rights under this agreement and shall be considered a quit.
- F. Employees on layoff shall accrue seniority during the period of such layoff but shall not acquire service or experience credit for purposes of entitlement or eligibility to any other benefit under this Agreement.

ARTICLE XII - NEGOTIATION PROCEDURES

- A. Upon mutual agreement, the parties may confer during the term of this contract for the purpose of discussing matters of common concern. The parties shall cooperate in scheduling such meetings at mutually convenient times. Items for a given meeting shall be limited to an agenda which will be mutually developed in advance of the meeting.
  
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. However, the parties shall not be precluded from mutually and voluntarily agreeing to reopen any provision of this contract for renegotiation during the term of this Agreement.
  
- C. In any negotiations between the parties, neither party shall have any control over the selection of the negotiators or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association. The parties mutually pledge that representatives selected by them shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.
  
- D. There are no understandings or agreements or past practices which are binding on either the District or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the District or the Association until it has been placed in writing and signed by both the District and the Association as either an amendment to this Agreement or as a letter of understanding executed by both parties.

ARTICLE XIII - ASSIGNMENTS, VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as a newly created position within a classification represented by the Association in this bargaining unit or a present position within a classification represented by the Association in this bargaining unit which position becomes vacant by reason of the

- permanent separation (resignation, death, discharge) of the bargaining unit member formerly in said position. No "vacancy" shall exist for purposes of this Article unless and until the Board shall determine to fill any such position, which determination shall be within the sole discretionary authority of the Board.
- B. All vacancies shall be posted for a period of at least five (5) work days for application by internal and external applicants prior to the permanent filling of the position. There shall be no requirement to post vacancies, as defined above, where the position may be filled by return of a bargaining unit member from leave of absence or by recall from layoff.
  - C. Bargaining unit members may apply for a vacant position by filing a written application with the Superintendent of Schools or his/her designee within the applicable posting period. All postings shall contain a statement of job qualifications and responsibilities, anticipated hours, rate of pay, immediate supervisor, and work location.
  - D. Management retains the right to select the best qualified applicant, internal or external, to fill a vacancy. Bargaining unit members within a classification shall receive first consideration for a vacancy in the same classification provided that their qualifications, work record and ability are equal to or better than those of an external applicant.
  - E. A successful candidate from within the bargaining unit shall be placed on a probationary period for thirty (30) days when awarded a vacancy according to the procedure described above. If the employer is not satisfied with the bargaining unit member's performance in the new assignment or if the bargaining unit member so elects, he/she shall be returned to his/her former position and rate of pay by the conclusion of the thirty (30) day probationary period. It is understood that while serving this probationary period the bargaining unit member will receive the rate of pay appropriate to the new position. Further, during this thirty (30) day trial period the school district shall have the right to consider the bargaining unit member's former assignment as a temporary vacancy not subject to posting requirements under this Agreement.
  - F. The applicant selected for a permanent vacancy shall be notified of that selection and the time and place to report for work. Employee applicants not selected shall be notified of that fact.
  - G. Employer-required training for use of new types of equipment and technology shall be provided without loss of compensation. Both the Association and its bargaining unit members recognize the importance of such training in contributing to the efficient operation of the school district.
  - H. The right of assignment and transfer is reserved to the school district, through its administration.

- I. Should a bargaining unit member be required to temporarily assume and perform the duties of another bargaining unit member, assigned to a different classification, the employee shall receive the higher of his/her regular rate or the rate associated with the temporary assignment.
- J. The administration shall provide the Association with notice of proposed or amended job descriptions for bargaining unit positions prior to final adoption by the Board of Education.

#### ARTICLE XIV - WORK SCHEDULES

- A. The normal work year for school term employees shall be determined annually by the District. The normal work year for all other bargaining unit members shall be twelve (12) months and shall run from July 1 to June 30.
- B. The work day and schedule for all bargaining unit members shall be established by the District, based on the District's determination of the needs and resources of the District, and may be changed from time to time as is deemed necessary and appropriate by the Board. The normal work week shall be Monday through Friday. Working hours within an established daily schedule shall be consecutive, except that this shall not require the District to change any non-consecutive "split shift" schedules which were in effect at the beginning of the 1989-90 school year.
- C. Bargaining unit members shall report at the designated starting time of their shift and shall not leave, without permission, until their established quitting time. Bargaining unit members who must leave the premises at any time for any reason shall inform their immediate supervisor of the reason for leaving, destination, estimated time of return, and secure the supervisor's permission prior to leaving, provided that a supervisor is available. If a supervisor is not available, the employee shall make a written report to the supervisor the following work day.
- D. All bargaining unit members working shifts of seven (7) hours shall be entitled to a fifteen (15) minute rest period in the first half and another fifteen (15) minute rest period in the second half of their shift. All bargaining unit members working shifts of less than seven (7) hours but at least four (4) hours shall be entitled to a fifteen (15) minute break near the mid-point of their shift. All breaks described above are paid periods. It is recognized that the operating needs of the school district may occasionally require rescheduling of breaks by the immediate supervisor. All break lengths are to be strictly observed, by both parties.
- E. A thirty (30) minute unpaid lunch period shall be allotted daily to a bargaining unit member who is scheduled to work at least four (4) hours

in his/her assigned shift. The unpaid lunch period shall be scheduled by the bargaining unit member with his/her immediate supervisor in order to minimize any interference with school program operations and services.

- F. Bargaining unit members who are not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions will not be paid for such days. If such bargaining unit members are required to work on rescheduled days of student instruction, which are established by the District, they will be paid at their regular hourly rate for those services. Bargaining unit members required to work on days when school is not in session shall be paid at their regular rate of pay for such days.
- G. Any bargaining unit member who is scheduled to perform work outside and in addition to his/her normal working hours shall be guaranteed two (2) hours of work or two (2) hours of pay. The District may assign bargaining unit members to any work available in their classification during these periods. The above standard shall not be applicable when the additional work is occasionally scheduled immediately before or after the employee's normal work shift.

#### ARTICLE XV - OVERTIME

- A. Bargaining unit members shall be compensated at the rate of one and one-half (1 1/2) times their regular rate for all hours worked in excess of forty (40) hours in the same work week or in excess of eight (8) hours in one day. Absence due to illness, vacation or other paid leave days or other excused absences shall not be considered time worked for the purposes of overtime computation.
- B. Whenever the District requires overtime, that work shall be rotated, initially on a seniority basis, within a specific classification (as defined in this Agreement) within the building where the overtime is required. However, in the custodial/maintenance classification overtime shall be rotated on a district-wide basis, irrespective of the particular building to which a bargaining unit member in that classification is assigned. When a bargaining unit member accepts or properly declines overtime, his/her name will be dropped to the bottom of the rotation list. If a bargaining unit member is eligible for an overtime assignment and has proper cause to decline that assignment, the work will then be assigned to the next person on the rotation list within the same classification and in the same building (except for custodial/maintenance which shall be on a district-wide basis). If that person has proper cause to decline the assignment, the work will next be assigned to the person within the same classification in the district having the least amount of charged overtime.

1. It is understood that the Employer shall not be required to assign overtime to any bargaining unit member where acceptance of the overtime would coincide or conflict with the bargaining unit member's normally scheduled hours of work. In such instances, an employee who is not offered the overtime assignment shall not be charged the overtime hours as if the employee had declined the assignment.
  2. It is also recognized that the Employer may deviate from strict rotation of overtime assignments in any classification under this contract where more than one daily work shift has been established. For example, the Employer could properly first assign required overtime work at the conclusion of a night custodial-maintenance shift to the bargaining unit member within that classification and on that shift with the least amount of charged overtime. This could occur even though there might be a custodial-maintenance employee on the day shift in the same building with fewer hours of charged overtime.
  3. It is understood that the Employer has the right to assign non-bargaining unit personnel to perform any necessary overtime assignments if an available bargaining unit member within the proper classification cannot be secured to perform the assignment in accordance with the provisions and procedures set forth in this Article.
- C. Bargaining unit members assigned overtime under this Article may not refuse the assignment except for proper cause acceptable to the District. The District may require the employee to verify the circumstances supporting proper refusal of an overtime assignment.
- D. Overtime pay shall not be permitted, compounded or paid twice for the same hours worked.
- E. Any bargaining unit member who is excused from work due to illness, vacation or other paid leave time under this contract shall not be eligible to be called for overtime work until that employee returns to work following such absence for a full work shift.
- F. The District, with prior agreement of the bargaining unit member, may utilize compensatory time as compensation for overtime hours. Compensatory time shall be at the rate of one and one-half (1 1/2) hours for each one (1) overtime hour worked.

#### ARTICLE XVI - HOLIDAYS

- A. General Conditions: To be eligible for holiday pay, an employee must have worked the last scheduled work day immediately prior to the holiday and the first scheduled work day immediately following the holiday, unless otherwise approved by the Superintendent.

B. Eligibility for Holiday Pay: All employees shall be paid for the following holidays that occur during their normal work year on a day when the employee is scheduled to work:

1. New Years Day
2. Good Friday
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Eve Day (1/2 day)
9. Christmas Day
10. New Years Eve Day (1/2 day)

C. Employees shall not receive holiday pay for any of the above holidays which occur on either a Saturday or Sunday.

D. If any of the holidays designated below fall on a Sunday, the following Monday shall be considered the holiday and the employees shall have that Monday off, at their regular rate. If any of the holidays designated below fall on a Saturday, the employees shall have the previous Friday off, at their regular rate, as the observed holiday.

1. New Years Day
2. Christmas Day
3. Fourth of July

E. Where New Years Day and/or Christmas Day fall on a Saturday or Sunday and are redesignated in accordance with paragraph D of this Article, the work day immediately preceding the day on which the holiday will be observed shall be considered the "Eve Day" holiday as identified in paragraph B. For example, if Christmas Day falls on a Saturday, that holiday will be redesignated to occur on Friday and employees would work one-half (1/2) day on Thursday as the "Eve Day" holiday.

#### ARTICLE XVII - VACATIONS

A. Each full-time (12 month) employee will annually receive paid vacation in accordance with the following schedule:

1. After completion of one (1) year: five (5) days
2. After completion of two (2) years: ten (10) days
3. After completion of eight (8) years: fifteen (15) days

B. School-year employees working at least forty-four (44) weeks shall be entitled to five (5) days of vacation annually, after the completion of their first year of employment.

It is understood that, for the life of this Agreement, employees in the secretarial-clerical classification shall be entitled to vacation days on the basis of District policy as was applied to those employees during the 1988-89 school year. It is further understood that this "grandparent" status shall be restricted to only these secretarial-clerical employees.

- C. All vacation time shall be determined and credited by the anniversary date of employment in the bargaining unit.
- D. Vacation time shall be non-accumulative.
- E. Employees desiring to utilize vacation time shall submit a written request to the administration at least two (2) weeks in advance. The superintendent shall have discretion to waive this notification requirement. Scheduling of vacations shall be subject to approval by the administration, considering the operational needs of the school district.
- F. All vacation pay will be computed at the bargaining unit member's regular hourly wage based upon that person's normal work schedule.

#### ARTICLE XVIII - INSURANCE

- A. Bargaining unit members who otherwise satisfy the conditions for insurance program coverage shall, on or before September 30, 1990, make a written election of one of the following alternatives:

- 1. Alternative 1.

The bargaining unit member may choose to continue his/her participation in fringe benefit programs under which the bargaining unit member was covered and enrolled during the 1989-1990 school year. The parties have executed a Letter of Agreement dated June \_\_\_\_\_, 1990, for purposes of identifying the fringe benefit program coverage and enrollments for each eligible bargaining unit member during the 1989-1990 academic year.

-OR-

- 2. Alternative 2.

The bargaining unit member may elect to participate in the fringe benefit programs identified in paragraph B of this Article.

- B. Insurance Programs (Alternative 2)

- 1. Health/Hospitalization Insurance. The school district will make payment of an amount toward the monthly premium cost of Blue Cross/Blue Shield Health Insurance for eligible bargaining unit members and their eligible dependents according to the following schedule:

- a. 2,000 or more hours yearly - 100% of applicable premium  
1,600 to 1,999 hours yearly - 80% of applicable premium  
1,250 to 1,599 hours yearly - 65% of applicable premium  
1,000 to 1,249 hours yearly - 50% of applicable premium  
800 to 999 hours yearly - 40% of applicable premium
  - b. "Yearly hours" shall be determined on the basis of the school fiscal year commencing on July 1 and concluding on June 30. "Hours" shall be defined as those regularly scheduled hours which the employee works or for which the employee receives compensation under the terms of this Agreement. Overtime hours shall be excluded.
  - c. During the first year of employment, (computed from the employee's initial date of hire - anniversary date), the bargaining unit member shall be entitled to 75% of the applicable subsidy under the above schedule of School District premium contributions.
  - d. Bargaining unit members who are eligible for Board-paid health insurance premium contributions, according to the schedule set forth in subparagraph (a) above, shall be entitled to a proportionate employer contribution for a tax sheltered annuity if health coverage is waived. The amount of this contribution shall be a maximum of \$100.00 per month for an employee working 2,000 or more hours yearly. Employees working fewer hours per year shall have their monthly annuity contributions pro-rated in accordance with the schedule set forth in subparagraph (a) above.
2. The School District will make payment of premiums for a dental care program providing 75% of Class I benefits, 75% of Class II benefits, to a maximum of \$1,000 per person total per contract year on combined on Class I and Class II benefits. Coverage shall be for the bargaining unit member and his/her eligible dependents. To be eligible for participation in this plan, the bargaining unit member must be scheduled to work at least 800 hours during the school fiscal year (July 1 - June 30)
  3. The School District will make payment of premiums for a long term disability program with a sixty (60) calendar day (modified fill) waiting period providing 60% of monthly earnings subject to a maximum monthly benefit of \$2,500. This plan shall not become effective until September 30, 1990. Enrollment in the long term disability insurance program shall be open to all bargaining unit members, irrespective of their selection of Alternative 1 or Alternative 2 above.
- C. Changes in family status shall be reported by the bargaining unit member to the Superintendent's office within thirty (30) days of change. The employee is responsible for any overpayment of premiums made by the school district on his/her behalf for failure to comply with this paragraph.

- D. Employees who are separated from employment or who are on unpaid leave status shall have their Board-paid premium contributions discontinued on the first day of the month immediately following their separation or placement on unpaid leave status.
- E. It is agreed that the school district's obligation under this Article is solely to make premium contributions for the insurance plans specified above. Any excess premium contributions above the Board-paid subsidies specified in this Article, shall be deducted from the employee's wages.
- F. Employees who have hospitalization/medical insurance coverage from any outside source shall not be concurrently eligible for health premium subsidy contributions set forth in this Article. Such employees shall instead receive the option specified in paragraph B (1) (d).
- G. If an injured bargaining unit member receives Worker's Compensation, Health Insurance coverage shall be continued for sixty (60) days of a bargaining unit member's Workers' Compensation injury.

#### ARTICLE XIX - HEALTH AND SAFETY

The Board and the Association will cooperate in the continuing objectives to eliminate accidents and health hazards for the safety and health of its employees during the normal hours of their employment.

#### ARTICLE XX - WAGES

- A. Wage Scale: The wages shown in Appendix A will be part of this Agreement.
- B. Payday: Salary checks will be distributed on alternate Fridays throughout the school year. Paydays will not vary from stated time except when that particular Friday falls on a holiday, or days when school does not normally meet, in which case, checks will be distributed at the earliest convenient day nearest to that Friday. The Board reserves the right to establish the first payday of each new fiscal year.
- C. Employees working less than twelve (12) months per year shall have the option of pro-rating their pay over the full school year or over the full calendar year. Employees selecting this payment option shall give written notice to the District not later than August 1.

ARTICLE XXI - REIMBURSEMENT

- A. Meals: Meals will be reimbursed (up to \$5.00) for employees when assigned to out of district trips/duties running through normal meal periods. Receipts must be submitted to receive reimbursement.
- B. Classes: The Board agrees to pay the employees who attend classes or training required by the Board in the performance of their duties. The employees will be paid only for the time spent in class or training and for time spent in travel to the class or training if it is outside the school district. Such pay shall be at the employee's regular rate(s) of pay.

ARTICLE XXII - NO STRIKES AND LOCKOUTS

- A. The Association agrees during the life of this Agreement, that it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike. Strike shall be defined to include slow downs, stoppages, sit-ins, boycotts, work stoppages of any kind, the concerted failure to report for duty, the willful absence from one's position or assignment, or abstinence in whole or in part from the full, faithful and proper performance of one's assigned duties, or the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any facilities of the District.
- B. The Board agrees that during the life of this Agreement there shall be no lockouts of employees.

ARTICLE XXIII - SUBCONTRACTING AND PERFORMANCE OF BARGAINING UNIT WORK

- A. It is understood that subcontracting of bargaining unit work is a management function and that the District may engage outside contractors or other employees to perform bargaining unit work when the District determines that subcontracting is appropriate because: (a) necessary skills are unavailable in the bargaining unit or (b) scheduled completion of work cannot reasonably be accomplished with regularly scheduled bargaining unit personnel or (c) subcontracting would result in demonstrated increased economy or efficiency of school operations. Before engaging in subcontracting under this paragraph, the District agrees to notify the Association and, upon request by the Association, meet to discuss the contemplated subcontracting decision.

- B. Supervisory employees, non-bargaining unit employees and student workers may properly be utilized to perform bargaining unit work, consistent with the past utilization of such personnel.

ARTICLE XXIV - GENERAL CONDITIONS

- A. Contracts: The Board, at its expense, will provide to each bargaining unit member a copy of this Agreement within four (4) weeks of beginning date of employment or within five (5) weeks of the signing of this Agreement between the parties.

ARTICLE XXV - DURATION OF AGREEMENT

This Agreement shall be effective upon ratification of the parties and shall continue in effect until June 30, 1992. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EVART EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

EVART PUBLIC SCHOOLS  
BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Secretary

APPENDIX A  
SALARY SCHEDULE

	89-90* (7-1-89 to 6-30-90)	90-91 (7-1-90 to 6-30-91)	91-92 (7-1-91 to 6-30-92)
<b>SECRETARIES</b>			
First Year	5.87	6.21	6.60
Second Year	6.39	6.73	7.12
Third Year	6.90	7.24	7.63
Fourth Year	7.50	7.84	8.23
<b>COOKS</b>			
First Year	5.53	5.87	6.26
Second Year	5.97	6.31	6.70
Third Year	6.44	6.78	7.17
Fourth Year	6.90	7.24	7.63
<b>FOOD SERVICE PERSONNEL</b>			
First Year	5.35	5.69	6.08
Second Year	5.58	5.92	6.31
Third Year	5.84	6.18	6.57
Fourth Year	6.18	6.52	6.91
<b>DRIVER</b>	5.58	5.92	6.31
<b>CUSTODIANS</b>			
First Year	5.81	6.15	6.54
Second Year	6.66	7.00	7.39
Third Year	7.36	7.70	8.09
Fourth Year	7.75	8.09	8.48

\* Wages to be retroactive to 7-1-89.

LETTER OF AGREEMENT

BETWEEN EVART EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION AND  
BOARD OF EDUCATION OF THE EVART PUBLIC SCHOOLS

Pursuant to the provisions of Article XVIII of their 1989-1992 collective bargaining agreement, the parties desire to identify the insurance program coverages extended to bargaining unit members during 1989-1990 school year.

FOOD SERVICE

1. Doris Jean Hazen - Single Subscriber Health insurance with pro-rated employer contribution based on relationship of six and one-half hours (6 1/2) worked to an eight (8) hour day. Board contribution made for ten (10) months with employee paying remainder required to maintain coverage during those months and full amount of premium for remaining two (2) months; twelve (12) month dental coverage.
2. Joyce Hillier - Dental program (twelve months); options: life (\$5,000) and short term disability insurance (twelve months).
3. Dorothy Tryon - Dental program (twelve months); options: life (\$5,000) and short term disability insurance (twelve months).
4. Jane Underhill - Dental program (twelve months); options: life (\$5,000) and short term disability insurance (twelve months).
5. Pam Vincent - Dental program (twelve months); options: life (\$5,000) and short term disability insurance (twelve months).
6. James Bohlen (driver) - Twelve month dental coverage.
7. Mary Knopf - Twelve month dental coverage.
8. Judy Leyder - Twelve month dental coverage.
9. Jolene Swiger - Twelve month dental coverage.

CUSTODIANS

1. John Gould - Fully paid dental and health (twelve months).
2. Karen Henderson - Fully paid dental (twelve months).
3. Hal Hutchinson - Fully paid dental (twelve months), one-half of twelve month premium for health coverage (spouse employed by the district also received one-half health premium subsidy).
4. Mary Kruse - Fully paid dental (twelve months).
5. Charles Kunitzer - Fully paid dental and health (twelve months).

6. James Prichard - Fully paid dental and health (twelve months).
7. Richard Pylman - Fully paid dental and health (twelve months).

SECRETARIAL/CLERICAL

1. Marta Carmichael - Fully paid dental and health (twelve months).
2. Jane Hutchinson - Fully paid dental (twelve months). One-half of twelve month premium for health coverage, (spouse employed by the District also received one-half health premium subsidy).
3. Kathy Rice - Fully paid dental and health (twelve months).
4. Orveana (Vicki) Vincent - Fully paid dental and health (twelve months).
5. Jane Wait - Fully paid dental (twelve months).

It is understood that "health" insurance as utilized in this Article shall refer to the Blue Cross/Blue Shield policy maintained by the school district during 1989-1990 school year.

Except as otherwise designated, coverage is for employee and his/her eligible dependents.

\_\_\_\_\_  
EVART - ESPA

\_\_\_\_\_  
EVART PUBLIC SCHOOLS  
BOARD OF EDUCATION

Date: \_\_\_\_\_

Date: \_\_\_\_\_

It is further understood that the "dental" coverage referred to in this Article means the Delta Dental Plan (Group No. 0454-0000) providing 75% of Class I benefits, 75% of Class II benefits with a \$1,000 per person total per contract year on combined Class I and Class II Benefits.

"Options" refers to identified non-taxable fringe benefits elected in lieu of health coverage subsidies.

The parties further recognize that during the 1989-1990 school year all health insurance contributions by the Employer were pro-rated on an eight (8) hour day basis with only 75% of those pro-rated premium amounts being paid during the first year of employment. The full pro-rated amount was contributed on behalf of the bargaining unit member at the beginning of the second year of employment.

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