

7239

6/30/97

MASTER CONTRACT
between the
BOARD OF EDUCATION
and the
CLERICAL ASSOCIATION
of the
ESSEXVILLE-HAMPTON PUBLIC SCHOOLS

Essexville-Hampton Public Schools

For the School Years:

1995-96

1996-97

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

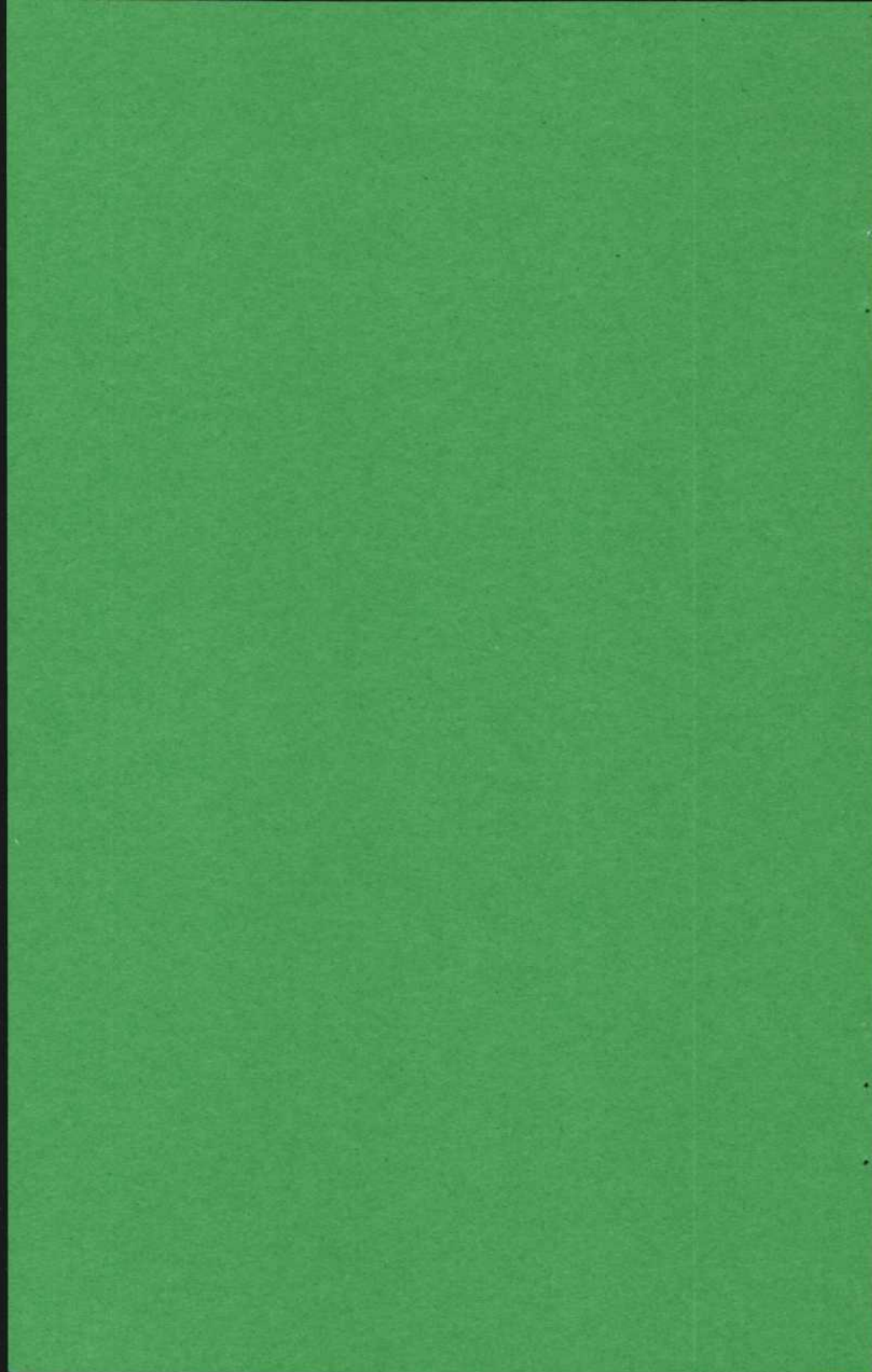


TABLE OF CONTENTS

ARTICLE I - Agreement	1
ARTICLE II - Purpose	1
ARTICLE III - Rights of the Association	2
ARTICLE IV - Rights of the Board of Education	4
ARTICLE V - Dues and Payroll Deductions	5
ARTICLE VI - Compensation	6
ARTICLE VII - Hours of Work	6
ARTICLE VIII - Vacancies, Promotions, Layoff, and Recall	8
ARTICLE IX - Discharge and Demotion	9
ARTICLE X - Resignation	10
ARTICLE XI - Sick Leave	10
ARTICLE XII - Leave of Absence	11
ARTICLE XIII - Terminal Leave	13
ARTICLE XIV - Grievance Procedure	14
ARTICLE XV - Insurance	16
ARTICLE XVI - Vacation	16
ARTICLE XVII - Holidays	19
ARTICLE XVIII - Miscellaneous	19
ARTICLE XIX - Negotiations Procedures	22
ARTICLE XX - Savings Clause	23
ARTICLE XXI - Strikes and Responsibilities	23
ARTICLE XXII - Duration of Agreement	23
APPENDIX A - Wage Schedule	26
APPENDIX B - Grievance Report Form	28

ARTICLE I

AGREEMENT

This Agreement, entered into this 11th day of September, 1995, by and between the Essexville-Hampton Public Schools Clerical Association/MEA-NEA, hereinafter called the "Association," and the Essexville-Hampton Public Schools Board of Education, hereinafter called the "Board."

WITNESSETH:

Whereas, the Board and the Association have a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the Association as the representative of its secretaries, clerks, and aides with respect to hours, wages, terms, and conditions of employment. It is understood that substitutes are not represented by the bargaining unit.

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

ARTICLE II

PURPOSE

- A. The parties recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Board of Education, bargaining unit members and the Association. The Board and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement, or of policies or regulations of the Board; and accordingly, have included herein a Grievance Procedure for the effective processing and resolution of such disputes.

- B. The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changes by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice,

policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

- C. It is understood that the following classifications are excluded from the scope of this Agreement: head bookkeeper, payroll clerk, superintendent's secretary, Board Office receptionist, administrative assistant at the Community Education Office, and supervisory personnel. The following positions will be grandfathered when each is vacated: playground supervisors, hall monitoring/parking lot attendant. At such time that each position is vacated, it shall be posted within the Essexville-Hampton Clerical Association and become part and parcel of the bargaining unit under the terms and conditions of this Master Agreement.
- D. The Board hereby agrees not to negotiate with any other bargaining agent other than the Association for the duration of this Agreement.
- E. Notwithstanding their employment, members shall be entitled to full rights of citizenship and no religious or political activities or any member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such a member.
- F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in any association with the activities of any employee organization.

ARTICLE III

RIGHTS OF THE ASSOCIATION

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other

concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any individual in the enjoyment of any rights conferred by said Act 379, or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any individual member of the Association, her/his participation in any activities of the Association or collective professional negotiations with the Board, or her/his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board specifically recognizes the rights of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.
- C. The Association and its members shall continue to have the right to request the use of school building facilities at all reasonable hours for meeting, subject to scheduling by the building principal, Community Education director, and superintendent or his/her designated representative. No member shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises. Bulletin boards, school mail, and other established media of communication may be made available upon request and approval by the building principal or superintendent or his/her designated representative to the Association and its members.
- D. The Board agrees to furnish the Association, in response to reasonable written requests, all available information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of its members, together with information which may be necessary for the Association to process any grievance or complaint.

- E. It is agreed and recognized that the authority to adopt all parts of the annual budget of the District resides exclusively with the Board. However, when possible upon written request, the Association shall be advised by the Board of any new or modified fiscal, budgetary, or tax programs which are proposed, and the Association shall be given reasonable opportunity to consult with the Board with respect to the proposed annual budget.
- F. Whenever a bargaining unit member is called to her/his supervisor's office for the purpose of investigation, which may culminate in a reprimand or disciplinary action, the bargaining unit member will be notified. The bargaining unit member may or may not request the presence of an Association representative. If the bargaining unit member requests the presence of an Association representative, the request may not be denied. No discussion will take place until the Association representative is available.

ARTICLE IV

RIGHTS OF THE BOARD OF EDUCATION

- A. It is hereby recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. It is further recognized that the exercise of powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and then only to the extent that this contract is in conformance hereof with the Constitution and laws of the State of Michigan and of the United States.
- B. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices

will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

ARTICLE V

DUES AND PAYROLL DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment, on or before 30 (thirty) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required to members of the Association, including local, state and national dues. The bargaining unit member may authorize payroll deduction for such fee.
- B. 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 Board 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. 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 20 (twenty) days following deduction.
- C. In the event of any legal action brought against the Board in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and its own counsel, provided:
 - 1. The Board gives timely notice of such action to the Association and permits Association intervention as a party if it so desires; and
 - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article V, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE VI

COMPENSATION

- A. The basic compensation of each bargaining unit member shall be set forth in Schedule "A". There shall be no deviation from said compensation rates during the life of this Agreement.
- B. A bargaining unit member engaged during the working day in negotiations on behalf of the Association with any representatives of the Board in any grievance proceeding shall be released from her/his regular duties without loss of wage.
- C. A maximum of one (1) delegate, selected by the Association, shall be released from duties without loss of salary to attend the Association's Fall and Spring Representative Assembly (one [1] day in the spring and one [1] day in the fall).
- D. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
- E. Upon resignation, layoff, or transfer to a position requiring fewer working hours or weeks of employment, members shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance was earned.

ARTICLE VII

HOURS OF WORK

- A. A normal work day shall not exceed eight (8) hours, excluding a minimum of one-half (1/2) hour for lunch. Time and one-half

(1½X) shall be paid for all overtime in excess of 40 (forty) hours in any one week, or eight (8) hours in any one day. Compensatory time is to be computed and compiled on the basis of time and one-half (1½X). Scheduling of compensatory time is to be determined by the individual's immediate supervisor after consultation with the Association member. Work performed on weekends (Saturday-Sunday) shall be compensated at double time.

Bargaining unit members shall not be scheduled to work more than 41 (forty-one) weeks per school year unless otherwise mutually agreed upon and approved by the superintendent or his/her designated representative.

"Regularly assigned" is defined to mean those hours an individual within the bargaining unit actually works for a minimum of 19 (nineteen) weeks per school year.

Any bargaining unit member, upon working 25 (twenty-five) hours or more a week for four (4) consecutive weeks, or working a total of 1,025 (one thousand twenty-five) hours or more during a contractual year, shall be considered full-time. Any Association member working less hours than stipulated above shall be considered part-time.

- B. Bargaining unit members shall report to work as near her/his scheduled starting time as feasible on days when school is not in session due to an Act of God, unless previously arranged otherwise by her/his supervisor and approved by the superintendent or his/her designated representative.
- C. A bargaining unit member will have a relief time of 10 (ten) minutes in the morning and a relief time of 10 (ten) minutes in the afternoon as scheduled by her/his supervisor provided that the individual bargaining unit member is regularly scheduled for more than four and one-half (4½) hours of work daily.
- D. Bargaining unit members who are scheduled for work, appear for work, and are then sent home shall receive one-half (½) their normal day's pay.

ARTICLE VIII

VACANCIES, PROMOTIONS, LAYOFF, AND RECALL

- A. Whenever any vacancy in any aide, clerical or secretarial position in the district shall occur, the Board shall publicize the same by posting written notice of such vacancy in every building where members are employed. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) calendar days. Said posting shall not be required except during the school year. During summer recess, the president of the Association shall be notified of said vacancy 15 (fifteen) days before the vacancy is permanently filled. This Article does not apply to temporary summer positions. When any vacancy is permanently filled, the Association president will be notified, in writing, within five (5) working days.
- B. A vacancy notice shall include:
1. Classification.
 2. Type of work.
 3. Minimum requirements necessary for the job.
 4. Minimum hours of work/hours to be worked.
- C. All personnel will be encouraged to train and prepare for promotional opportunities and, insofar as practicable, all vacancies shall be filled by the best available candidate with seniority and with ability, as judged by management, being the major criteria. Seniority shall be the only criteria in filling aide vacancies when a position is applied for by a bargaining unit member.
- D. In the event any necessary reduction of clerical staff is to take place, the Association member with the greater service within her/his job classification shall be given preference to retain her/his employment. Any member whose services are so terminated shall be notified at least 14 (fourteen) calendar days in advance in writing by the Board. Members whose services have been so terminated for a period of no more than two (2) years are to be recalled first, if qualified for the position available. If an individual turns down

a recall for two (2) comparable jobs, the member forfeits all recall rights.

- E. The parties agree that involuntary transfers of bargaining unit members are to be affected only for reasonable and just cause as determined by the superintendent.
- F. When the administration becomes aware of a temporary leave of absence which is thought to be in excess of six (6) weeks, a job posting notice will be placed in each building in order that bargaining unit members may be notified of the temporary vacancy. Individual bargaining unit members may apply to the individual stated within the temporary notice. Seniority and ability, as determined by management, will be considered when filling the temporary vacancy.

ARTICLE IX

DISCHARGE AND DEMOTION

- A. In the event a bargaining unit member shall be suspended or discharged from employment and believes she/he has been unjustly dealt with, such suspension or discharge shall be a case to be handled in accordance with the grievance procedure.
- B. Should it be decided that an injustice has been done in regard to a bargaining unit member's suspension or discharge, the Board agrees to reinstate her/him and pay her/him for all time lost.
- C. No bargaining unit member shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharged, or other actions of a disciplinary nature) without just cause. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. A copy of the written disciplinary action given the bargaining unit member will be given to the Association president. Any complaint made against a bargaining unit member shall be promptly called to attention and a corrective procedure given.

ARTICLE X
RESIGNATION

Any employee desiring to resign shall notify the superintendent or his/her designated representative in writing at least 14 (fourteen) days prior to effective date.

ARTICLE XI
SICK LEAVE

- A. The primary purpose of sick leave is to cover the absence of a bargaining unit member from employment due to personal illness sufficiently severe that it would make her/his presence in school inadvisable. Sick leave applies only to absences resulting from illness or injury of the employee.
- B. The Board shall furnish each employee with a written statement at the beginning of each school year setting forth the total sick leave credit.
- C. Fifteen (15) days each school year with pay will be granted each bargaining unit member because of illness or injury. Unused sick leave shall be accumulated, but not to exceed a total of 120 (one hundred twenty) days. Sick leave is to be prorated for part-time employees.
- D. There shall be established at the beginning of each school year a Sick Leave Bank, funded with only the unused personal business days. The bank will accumulate yearly but shall not exceed a total of 120 (one hundred twenty) days. Bargaining unit members who have exhausted their individual accumulated sick leave shall be entitled to make withdrawals from the bank upon the approval of a majority of the administrative panel of the bank. The administrative panel shall consist of three (3) members designated by the Association and two (2) members designated by the Board of Education.

ARTICLE XII

LEAVE OF ABSENCE

- A. A bargaining unit member whose illness or award under the Workmen's Compensation Act continues beyond the unused sick leave period specified in Article XI hereof, will be granted a leave of absence without pay for a period not to exceed one (1) year. Such a member, or a member of her/his immediate family in her/his behalf, shall make a written request to the superintendent for such leave of absence, accompanied by a certificate from her/his physician that she/he is unable to perform her/his duties. She/he shall make a written request to the superintendent for reemployment when able to resume her/his duties, accompanied by a certificate from her/his physician evidencing such ability. The Board may require the member to submit to a physical and/or mental examination by a physician of its choice. If the Board determines that the member is able to resume her/his duties, and her/his leave of absence has not expired, she/he shall be assigned to the same position in which employed prior to the illness or injury, or to a substantially equivalent position, commencing at such date as such a position becomes available.
- B. The term "immediate family" as used in this Article or elsewhere in this Agreement is defined to mean mother, father, husband, wife, sister, brother, grandparents, mother-in-law, father-in-law, child, grandchild (natural or adopted), son-in-law, daughter-in-law.
- C. A bargaining unit member will be granted leaves of absence with pay to the extent only of her/his unused sick leave pay specified in Article XII hereof, each year, as follows:
1. Critical illness of a member of her/his immediate family not to exceed four (4) days if request is made and approved by the superintendent or his/her designated representative as soon as conditions permit the bargaining unit member to make the request.

2. For such period of time as the bargaining unit member is necessarily absent from employment because of an emergency if request therefore is made to and approved by the superintendent or his/her designated representative as soon as conditions permit the bargaining unit member to make the request.
- D. A bargaining unit member will be granted leaves of absence with pay, not chargeable against sick leave pay specified in Article XII hereof, each year as follows:
1. Association members absent from duty because of death of her/his immediate family shall be paid for a maximum of four (4) days for attendance at the funeral if the days are scheduled work days. Said days are independent of sick leave and are not cumulative.

Association members absent from duty because of the attendance at the funeral service of brother-in-law, sister-in-law, niece or nephew shall be paid the equivalent of one day's pay. Said day is independent of sick leave and is not cumulative.
 2. Not to exceed 30 (thirty) days while serving as a juror in a Court of Record. The pay of the member shall be reduced by the per diem compensation paid to her/him as a juror.
 3. For such period of time as designated by the superintendent for administration-approved visitations at other schools or educational conferences or conventions.
 4. A bargaining unit member will be granted two (2) days each year for the conducting of personal affairs which cannot be conducted outside school hours.
- E. A bargaining unit member will be granted leaves of absence without pay and not chargeable against sick leave specified in Article XII hereof:

1. For such period of time as the member is necessarily absent from employment because of an emergency if request therefore is made to and approved by the superintendent or designated representative as soon as conditions permit the member to make the request.
 2. Not to exceed two (2) days for the transaction of personal business which cannot be transacted outside of a member's work day if request is made to and approved by the superintendent or his/her designated representative.
- F. An Association member will be granted a leave of absence without pay and benefits upon written request for reasons of maternity. A member of the Association shall be entitled reemployment within one (1) calendar year from the date of the beginning of the leave of absence. It is recognized that members returning from maternity leave as described in this paragraph will be placed on the step of the salary schedule that the individual enjoyed at the time the leave was granted. Individuals returning will retain accumulated sick leave that was accumulated at the time of commencing leave.

ARTICLE XIII

TERMINAL LEAVE

Terminal leave payment shall be paid to individual bargaining unit members in good standing who terminate their employment after ten (10) years of service in the district as follows:

1. One (1) day's pay shall be paid for each day of accumulated sick leave not to exceed \$1,500 (one thousand five hundred dollars).
2. Calculation of benefits shall utilize average of hours worked per day in the final year of employment.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. Should differences arise between the Board and the Association, or its members employed by the Board, as to the meaning and application of the provisions of this Agreement, there shall be no suspension of work on account of such difference, but an earnest effort shall be made to settle such difference immediately in the following manner:

Step 1: Between the aggrieved employee and the appropriate supervisor who must give an answer within two (2) working days. Should the grievance involve more than one (1) building, the initial meeting will take place between the superintendent or his/her designee. As in Step 2, the superintendent or his/her designee shall have five (5) working days to respond in writing.

Step 2: If the grievance is not settled in Step 1, or no disposition has been made, the Association/employee may file a grievance within five (5) working days of receipt of the answer in Step 1, in writing on forms furnished by the Association, and present two (2) copies to the business manager who shall have five (5) working days in which to reply in writing.

Step 3: If the grievance is not settled in Step 2, or no disposition has been made, a copy of the grievance will then be submitted within ten (10) working days of receipt of the answer in Step 2 to the superintendent of schools. A meeting will then be held as soon as possible, but not later than ten (10) working days, between the superintendent of schools and the aggrieved Association/employee for discussion of the grievance. Such meeting may include the aggrieved employee. The decision of the superintendent of schools or designated representative shall be made in writing within five (5) working days after the meeting.

Step 4: Should Step 3 fail, a meeting must be held between representatives of the Association and the School Board or their representatives. The request for a meeting must be forwarded within ten (10) working days upon receipt of answer in Step 3. The Board must respond within 15 (fifteen) working days of receipt of request for a meeting.

Step 5: In the event the adjustment is not made and the dispute shall not have been satisfactorily settled, the matter shall then be referred by the Board or the Association within 15 (fifteen) working days from the Board's answer in Step 4 to a mediator.

Step 6: In the event the adjustment is not made and the dispute shall not have been satisfactorily settled, the matter shall then be referred by the Board or the Association within 15 (fifteen) working days from the mediator's answer in Step 5 to an impartial umpire to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern an arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any issues which have not been set forth in the original grievance. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this Agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the School Board and the Association.

B. Arbitration resulting from the application of Section A, Step 6, shall be binding upon both parties.

ARTICLE XV

INSURANCE

- A. It is understood that the Board of Education will pay the total premium of MESSA Super Care I and Delta Dental with Class I benefits at 75%, Class II benefits at 50%, Class III benefits at 50%, with a maximum contract benefit of \$1,000.00 per person total per contract year on Class I and Class II benefits.
- B. Bargaining unit members who are regularly scheduled to work the following minimum hours per week shall receive the Board of Education provided health and Delta Dental insurance coverage as provided in paragraph A above:

Minimum of 35 hours per week: 100% of full-family premium.

Minimum of 30 hours per week: 86% of full-family premium.

Minimum of 25 hours per week: 72% of full-family premium.

Bargaining unit members who are regularly scheduled to work and who do not carry health insurance provided by the Board of Education may choose optional insurance coverage and/or a TSA as follows:

Minimum of 30 hours per week: \$125

Minimum of 25 hours per week: \$97

Term life insurance with AD&D will be provided all employees according to the following schedule:

Minimum of 35 hours per week: \$20,000

Minimum of 30 hours per week: \$15,000

Minimum of 20 hours per week: \$12,000

ARTICLE XVI

VACATION

- A. "Regularly assigned" is defined to mean those hours an individual within the bargaining unit actually works for a minimum of 19 (nineteen) weeks per school year.

- B. Paid vacation for bargaining unit members assigned to work an 11 (eleven) month year or more, and a 35 (thirty-five) hour week or more, are listed below:

- 1 year - 5 days paid vacation
- 2 years - 10 days paid vacation
- 7 years - 15 days paid vacation
- 16 years - 20 days paid vacation

If hours are reduced below an average of 35 (thirty-five) hours per week, representatives of the Board of Education and the Association will meet to discuss applicable vacation allowances.

Should it become necessary to reduce an employee's hours, vacation time will be prorated in accordance with the new hours worked.

Vacation times to be mutually agreeable between the supervisor and the individual bargaining unit member.

- C. Bargaining unit members working in school year positions and regularly assigned to a regular work week of 30 (thirty) hours or more will be granted vacations as listed below:

- 1 year to the completion of 5 years - 5 days paid vacation.
- Beginning of 6 years to completion of 9 years - 10 days paid vacation.
- Beginning of 10 years of employment - 15 days paid vacation.

If there are not enough days during the school calendar to allow for the number of days of paid vacation, then individuals receiving more days will be paid for the days at the end of the school year.

Should it become necessary to reduce an employee's work hours, vacation time will be prorated in accordance with the new hours worked.

- D. Bargaining unit members working in school year positions and regularly assigned to a regular work week of at least 25 (twenty-five) hours will be granted vacations as listed below:

- 1 year - 5 days paid vacation
- 10 years - 10 days paid vacation

If there are not enough days during the school calendar to allow for the number of days of paid vacation, then individuals receiving more days will be paid for the days at the end of the school year.

Should it become necessary to reduce an employee's work hours, vacation time will be prorated in accordance with the new hours worked.

- E. It is understood that the vacation allowance would be applicable only during the regular Christmas vacation schedule or the regular spring vacation schedule as determined by the school calendar; it is further understood that bargaining unit members receiving vacation pay will not be allowed unpaid vacation time outside of that included as part of the school calendar. A request for unpaid vacation time will be considered on an individual basis by the superintendent or his/her designee for those bargaining unit members who are not eligible to receive paid vacation. Individual requests for unpaid vacation should be forwarded to the superintendent or his/her designee, accompanied with the recommendation of the appropriate building administrator. The above language is appropriate for all individuals not working at least 35 (thirty-five) hours per week or an 11 (eleven) month year or more.
- F. Bargaining unit members working less than 25 (twenty-five) hours per week are ineligible for vacation benefits.

ARTICLE XVII

HOLIDAYS

- A. Paid holidays for all regularly assigned bargaining unit members shall be:

Labor Day	New Year's Eve Day
Thanksgiving Recess (2 days)	New Year's Day
Day before Christmas	Good Friday
Christmas Day	Memorial Day

All employees shall receive holiday pay equal to the average hours worked per day.

- B. Twelve (12) month employees are to receive July 4th as a paid holiday.
- C. If a bargaining unit member is assigned to work on a regular basis through the week of the 4th of July following regular employment through the school year, said bargaining unit member will be paid holiday pay for the 4th of July.
- D. Clerical personnel will not be scheduled to work the weeks of Christmas vacation and spring vacation unless mutually agreed between the bargaining unit members and their appropriate supervisors.

ARTICLE XVIII

MISCELLANEOUS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. 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 printed at the expense of the Board of Education and presented to all Association members now employed or hereafter employed by the Board.
- C. Should the duties and/or responsibilities of a bargaining unit member substantially change, the Superintendent and the Association will meet and confer about the change.
- D. Bargaining unit members who are assigned duties in more than one (1) school building which requires that transportation be used between buildings will be reimbursed for such travel at the rate set by Board policy. Such members will receive a maximum of fifteen (15) minutes travel time per day in addition to mileage. The bargaining unit member must submit a log for weekly travel to the business office in order to receive the reimbursement.
- E. If any bargaining unit member is complained against or sued by reason of action taken in a job-related function during the working day, the Board will provide legal counsel and render assistance to the bargaining unit member for her/his defense, provided the bargaining unit member was performing her/his duties in accordance with the Board and school policies and was not unreasonable.
- F. The Board shall make reasonable provision for the safety and health of its employees during the hours of their employment. Major protective devices and other equipment to protect employees from injury shall be provided by the Board.
- G. Individual bargaining unit members may enter into a Tax Sheltered Annuity Program. If the facilities permit, the Board of Education will make deductions and purchase annuities which meet the requirements of Section 403(b) of the code for such members who make application therefore in a manner satisfactory to the School District. The School District shall select the companies and have no responsibility for the tax or financial results to any employee of such purchases.
- H. If, in the performance of regular or assigned duties of the bargaining unit member, without negligence on her/his part, the bargain-

ing unit member shall suffer damage to or theft of her/his clothing or other personal property, but not including damage to automobiles or loss of money, to the extent of \$5.00 but not more than \$100.00 per year, the Board shall make reimbursement. The Board may require subrogation, assignment, and full cooperation by such bargaining unit member in seeking recovery from any party responsible for said loss.

- I. It is understood that all employees hired new to the district who are to begin employment after September 1, 1990, will be placed on a 30 (thirty) day probationary period.
- J. Once each month, or whenever mutually agreeable, a Problem Solving Committee composed of administrators and bargaining unit personnel shall meet in order to discuss items of concern to all parties. Regular membership of the committee will be composed of two (2) administrators and two (2) bargaining unit members. However, either group may request other interested persons to attend. At the request of the president of the Clerical Association, a Board member may be present at the beginning of the 1991-92 school year and thereafter.
- K. A committee consisting of bargaining unit members and administrators will be appointed mutually by the superintendent of schools and the president of the Essexville-Hampton Clerical Association in order to make recommendations to the superintendent of schools concerning job descriptions and personnel evaluation of bargaining unit members. It is understood that a minimum of two (2) administrators will be appointed by the superintendent of schools and two (2) individuals will be appointed by the president of the bargaining unit.
- L. Bargaining unit members agree to dispense medication in accordance with current Michigan law and Board of Education policy. It is understood that bargaining unit members who, in good faith, administer medication to a pupil in compliance with state law and Board policy are not liable in a criminal action or for civil damages as a result of the administration except for an act or omission amounting to gross negligence or willful or wanton misconduct. It

is further understood that the Board shall indemnify and hold harmless any bargaining unit member who dispenses medication to pupils in accordance with Board of Education policy except for an act or omission amounting to gross negligence or willful or wanton misconduct.

- M. In the event a national health care program is enacted that would affect the benefits in this Agreement, both parties would agree to meet and negotiate over the impact of such a program on the benefit package contained in this Agreement.

ARTICLE XIX

NEGOTIATIONS PROCEDURES

- A. In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its 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 a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- B. Sixty (60) days before the expiration of this contract, the parties shall initiate negotiations for the purpose of entering into a successor Agreement.

There shall be three (3) signed copies of any final Agreement. One (1) copy shall be retained by the Board, one (1) by the superintendent, and one (1) by the Association.

ARTICLE XX

SAVINGS CLAUSE

If any provision or application of this Agreement to a bargaining unit member(s) shall be found contrary to law, then such provision or application shall not be deemed valid and existing except to the extent permitted by law. All provisions or applications shall continue in full force and effect.

ARTICLE XXI

STRIKES AND RESPONSIBILITIES

During the life of this Agreement, neither the Association nor any of its agents or members shall take part in any strike, that is, the concerted failure to report for work or willful absence of an employee from her/his position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the bargaining unit member's duties of employment for any purpose whatsoever.

ARTICLE XXII

DURATION OF AGREEMENT

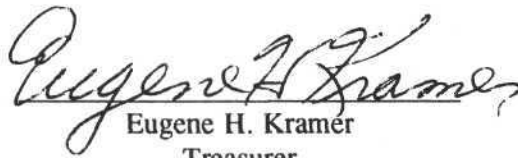
This Agreement constitutes the entire collective bargaining negotiations of all subjects for the term of this Agreement and shall become effective July 1, 1995 and shall continue in full force and effect and be legally binding on the parties hereto until June 30, 1997.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 11th day of September, 1995.

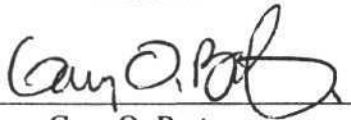
ESSEXVILLE-HAMPTON
BOARD OF EDUCATION



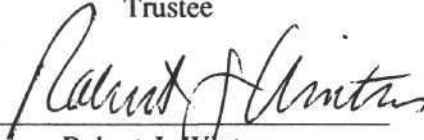
Donald J. Massnick
President



Eugene H. Kramer
Treasurer



Gary O. Bartow
Trustee



Robert J. Winters
Superintendent

ESSEXVILLE-HAMPTON
CLERICAL ASSOCIATION/MEA-NEA

By: Betty Ann Mahoney
Betty Ann Mahoney, President

Members of Negotiating Team

Marilyn Abbs
Marilyn Abbs

Jean Jacobs
Jean Jacobs

Suzanne Swincicki
Suzanne Swincicki

Mary Jane Tusinski
Mary Jane Tusinski

Kathleen VanOchten
Kathleen VanOchten

Judy Willett
Judy Willett

APPENDIX A

WAGE SCHEDULE

	<u>1995-96</u>	<u>1996-97</u>
<u>Non-Instructional Aides</u>		
Step 1	\$ 7.51	\$ 7.77
2	7.99	8.27
3	8.52	8.82
4	8.93	9.24
5	9.38	9.71
<u>Instructional Aides, Paraprofessionals, Study Hall Monitors</u>		
Step 1	\$ 7.61	\$ 7.88
2	8.21	8.50
3	8.79	9.10
4	9.38	9.71
5	9.97	10.32
<u>Library Clerks/Bookkeepers</u>		
Step 1	\$ 7.94	\$ 8.22
2	8.58	8.88
3	9.20	9.52
4	10.19	10.55
5	10.73	11.11
<u>Secretaries</u>		
Step 1	\$ 8.99	\$ 9.30
2	9.76	10.10
3	10.62	10.99
4	11.48	11.88
5	12.37	12.80

Longevity

An annual lump sum payment of \$400.00 will be paid at the completion of 20 years of employment, \$350.00 at the completion of 15 years of employment, and \$250.00 at the completion of 10 years of employment. Longevity payments are to be made on the employee's anniversary date of hire for the year the payment is effective.

APPENDIX B

ESSEXVILLE-HAMPTON PUBLIC SCHOOLS

GRIEVANCE REPORT FORM

Grievance No. _____ Date Filed: _____

A. Date cause of grievance occurred: _____

B. Nature of grievance and Article(s) violated: _____

Remedy for grievance: _____

Date: _____

Grievant Signature

Building Assignment

C. Disposition of supervisor: _____

Date: _____

Supervisor's Signature

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Date: _____

Signature

