

6/30/96

BELDING AREA SCHOOLS

AND THE

MICHIGAN EDUCATION ASSOCIATION

on behalf of

BELDING EDUCATION SUPPORT
PERSONNEL ASSOCIATION

Belding Area Schools

1993-96

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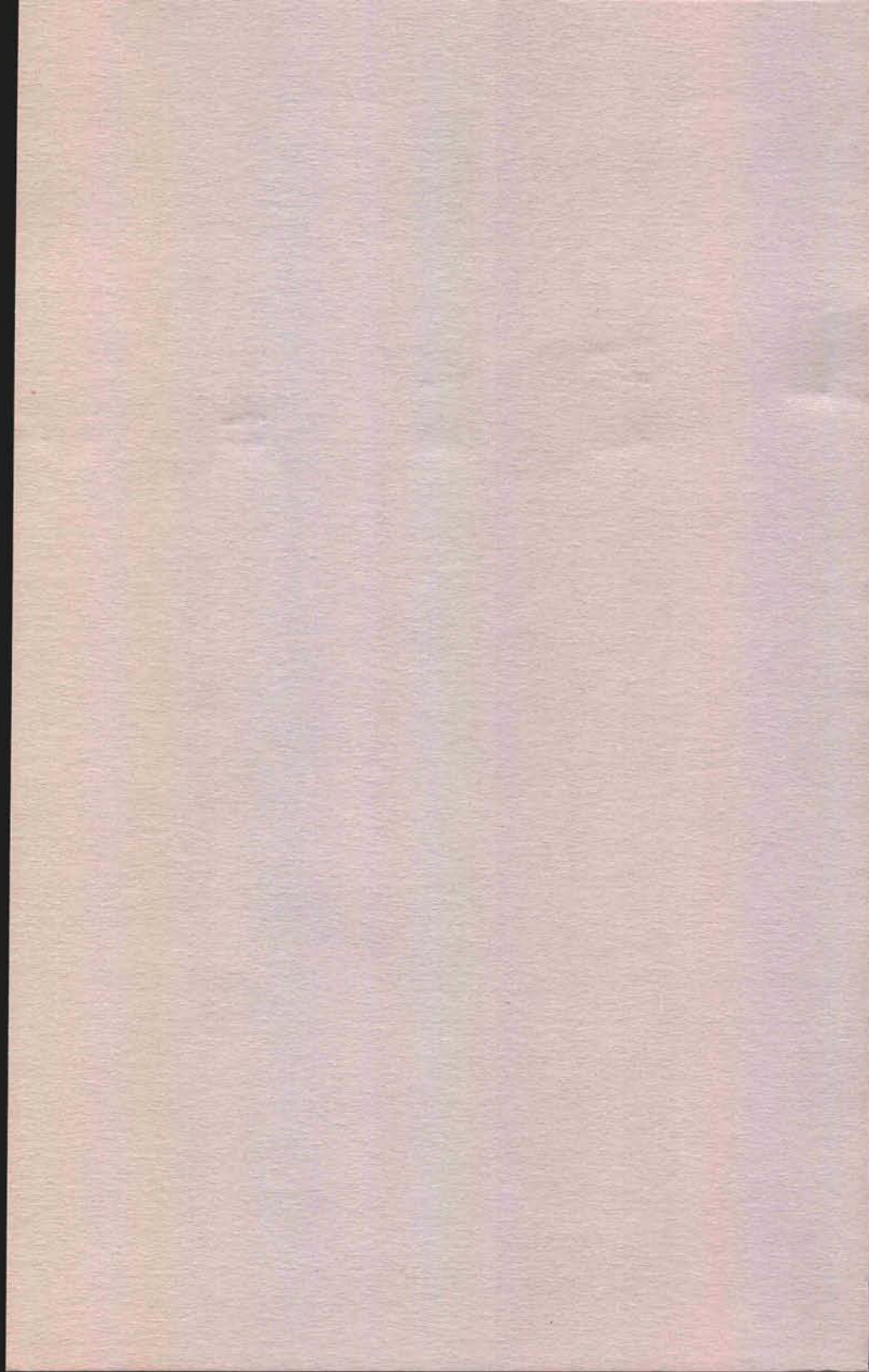
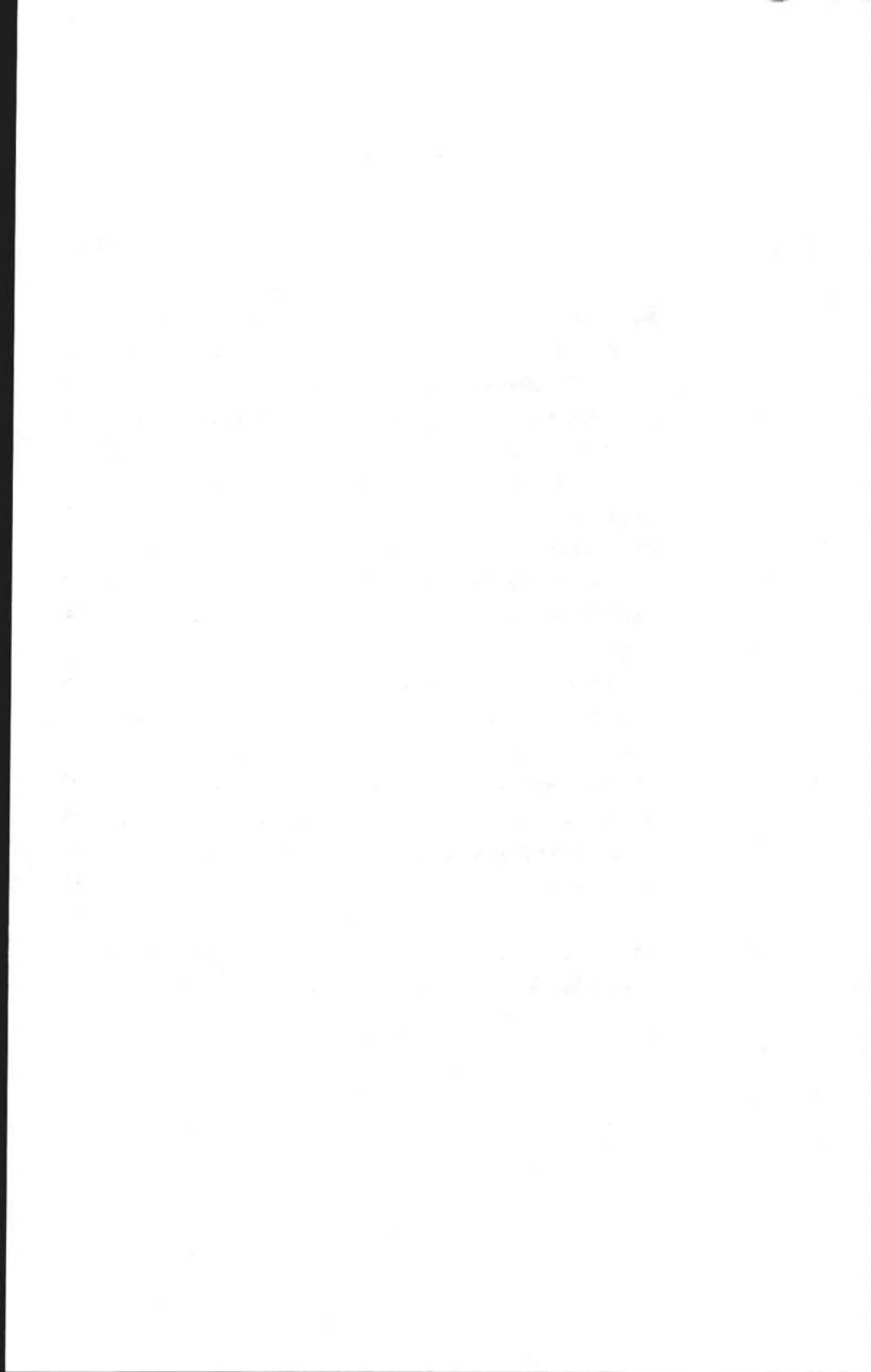


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AGREEMENT

This Master Contract is entered into by and between the Board of Education of the Belding Area Schools, hereinafter called the "Board" or the "District" or the "Employer", and the Michigan Education Association, hereinafter called the "Association".

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for the following classifications of employees who work three or more hours per day including:

secretarial/clerical, cook, paraprofessional, child care worker, custodial groundskeeping, maintenance, and special education bus driver.

excluding:

Per diem substitutes; on-call employees; student employees; seasonal employees; supervisors; administrators; secretary to the Superintendent; secretary to the Business Manager; bookkeepers in the Superintendent's office; and all others.

- B. The term "employee" when used in this Agreement, except where indicated otherwise, shall refer to all employees represented by the Association in the bargaining unit as described above. References to male employees shall include female employees, and references to female employees shall include male employees.

ARTICLE 2

FINANCIAL RESPONSIBILITY

- A. All employees shall, within thirty (30) calendar days following employment or the effective date of this Agreement pay either membership dues and assessments, or a representation service fee in an amount established by the Association.

The deduction of dues and representation fees is required under the terms of the master contract. The Board shall accordingly payroll deduct dues and representation fees pursuant to the authority set forth in M.C.L.A. 408.477.

- B. The Board shall also make payroll deductions from employees for any programs jointly approved by the Association and Board.
- C. The Board agrees to promptly advise the Association in writing of all additions, deletions, or changes in status of the members of the bargaining unit.
- D. Dues deductions will be made monthly, September through June. The amount to be deducted will be authorized by the President of the local Association who will so inform the Board's Business Manager. After each monthly dues deduction, the Board agrees to promptly remit to the Association the amount so deducted.
- E. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any claims, demands, costs, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with this Article.

ARTICLE 3

BOARD RIGHTS

A. The Board of Education hereby retains and reserves unto itself all powers, rights and authority vested in it by any source whatsoever. All powers, rights and authority vested in the Board shall be exercised exclusively by the Board without prior negotiations with the Association. Such powers, rights and authority shall include by way of illustration, not by way of limitation, the right to:

1. Manage and control the school's business, equipment, operations and to direct the work forces.
2. Direct the work of all personnel, determine the number of shifts and hours of work.
3. Hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees.
4. Determine the size of the work force, including the right to lay off employees, or subcontract work.
5. Adopt rules and regulations.

The exercise of the foregoing powers, rights, duties and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms of this Agreement.

B. In the event the Board elects to subcontract work normally performed by bargaining unit members as provided under section A(4) above, the impact of its decision will be subject to negotiations upon request of the Association. The obligation to negotiate relative to impact is intended to encompass possible retraining or reassignment by way of illustration. It is expressly understood that negotiations relative to the impact of the decision will not prohibit the implementation of the decision.

ARTICLE 4

ASSOCIATION RIGHTS

- A. The Association and its members shall have the right to use a school building room for meetings at reasonable hours provided the room has not been previously scheduled for other events, and that if the use of the room results in payment of custodial overtime or any other expense attributable to said use, the Association will reimburse the Board at cost.
- B. Bulletin board space will be made available to the Association and its members. Anything posted on the board shall be signed by the person(s) from whom it originated or the Association President or his designee.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property before 7:00 a.m. and after 4:30 p.m., or at such other times as approved by the appropriate building administrator, provided this shall not interfere with or interrupt normal school operations.
- D. The Association shall have the right to use school equipment including typewriters, mimeograph machines and other types of duplicating equipment subject to the approval of the Board or its designated representative. The Association shall pay the reasonable cost of all materials, supplies or other expenses attributable to such use.
- E. Providing compensatory time is arranged in advance with an employee's Supervisor, a second shift employee may attend Association meetings held during his/her working hours.

ARTICLE 5

EMPLOYEE RIGHTS

- A. An employee may, upon request, review the contents of his personnel file. A representative of the Association may accompany the employee in this review. The employee may, within fifteen (15) work days following the review, submit a written statement in regard to materials in the file for inclusion in the file.
- B. An employee who has been disciplined and is in disagreement with the reason(s) may file a complaint through the Grievance Procedure within ten (10) work days of the notice of disciplinary action.
- C. The employee shall receive copies of and sign all materials which are part of a disciplinary action being taken against said employee. Such signing does not indicate agreement. Refusal to sign may be the basis for discipline.
- D. In the event an employee is concerned regarding an alleged job hazard, the immediate supervisor and/or Superintendent shall be notified of same.
- E. An employee may, upon request, have present an Association representative, when a disciplinary action which is to become part of the employee's permanent personnel file is being taken.
- F. No non-probationary employee will be disciplined without just cause or reasonable cause.

ARTICLE 6

EMPLOYEE EVALUATION

- A. Each non-probationary employee will be evaluated at least once each year. The evaluation will be done prior to May 1. Additional evaluations may be added to an employee's record at the discretion of the supervisor. Each probationary employee will be evaluated at least once during his probationary period. Failure to evaluate shall presume satisfactory performance on the part of the employee.
- B. Prior to an employee being evaluated, the employee and his/her evaluator will discuss the criteria that is going to be used in the evaluation.
- C. An employee will be made aware of any complaint against him if management intends to act on the complaint and will be given an opportunity to respond to it.
- D. Within ten (10) work days after the completion of the evaluation, a personal conference will be held with the employee. This conference will be to discuss the evaluation. At the conclusion of the conference, the employee will sign the evaluation only as an indication that the material has been seen. A signed copy of the evaluation will be given to the employee at the conclusion of the conference.
- E. Within fifteen (15) work days following the employee's signing of the evaluation he/she may attach written, signed comments pertinent to the evaluation document.
- F. In the event of an unsatisfactory evaluation the employee will be provided with specific areas for improvement and may request re-evaluation within thirty (30) days.

ARTICLE 7

GRIEVANCE PROCEDURE

A. A grievance is defined as an alleged violation of an express provision of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination or failure to re-employ any probationary employee.
2. Any matter for which there is a procedure for establishing a remedy established under State or Federal statutes (e.g. Civil Rights Commission, Worker's Compensation).

B. A written grievance as required herein shall contain the following information:

1. It shall contain a synopsis of the facts giving rise to the alleged violation.
2. It shall cite the section or subsection of this contract alleged to have been violated.
3. It shall contain the date of the alleged violation.
4. It shall specify the relief requested.
5. It shall be signed by the grievant.

Any grievance not in accordance with the above requirements may be rejected as improper at Level Two. The grievance must be corrected within the time lines to be presented at Level Three.

C. Procedure

1. Level One

A grievant alleging a violation of this contract shall, within ten (10) working days of its alleged occurrence, orally discuss the grievance with his immediate supervisor in an attempt to resolve the grievance. If no resolution is obtained within five (5) working days of the discussion, the grievant may reduce the grievance to writing and proceed to Level Two.

ARTICLE 7 - GRIEVANCE PROCEDURE (continued)

2. Level Two

- a. A copy of the written grievance must be filed with the immediate supervisor within ten (10) working days of the initial discussion of the grievance as provided in Level One above.
- b. The immediate supervisor shall, within five (5) working days of receipt of the written grievance, arrange a meeting with the grievant and, at the option of the employee, an Association representative, to discuss the grievance.
- c. If no decision is rendered within five (5) working days of the discussion, or if the decision is unsatisfactory to the grievant, the grievant may, within eight (8) working days of the discussion, proceed to Level Three.

3. Level Three

- a. A copy of the written grievance must be filed with the Superintendent within eight (8) working days of the meeting between the parties in Level Two.
- b. The Superintendent shall, within five (5) working days of receipt of the written grievance, arrange for a meeting with the employee and, at the option of the employee, an Association representative, to discuss the grievance.
- c. A written decision will be rendered within ten (10) working days of the meeting.

4. Level Four

An individual employee shall not have the right to process a grievance at Level Four.

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) working days following receipt of the decision at Level Three, file with the Superintendent a written demand for arbitration. The parties shall attempt to mutually agree to an arbitrator. If the parties are unable to mutually agree to an arbitrator within twenty (20) working days, then the Association may refer the matter to the American Arbitration Association for selection of the arbitrator. In either case, the rules of the American Arbitration Association shall govern the proceedings.

ARTICLE 7 - GRIEVANCE PROCEDURE (continued)

- b. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed.
- c. The decision of the arbitrator shall be final and binding upon the employees, Board and Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- d. Powers of the arbitrator are subject to the following limitations:
 - (1) He shall have no power to interpret state or federal law.
 - (2) He shall have no power to alter, add to, or subtract from the terms of this Agreement.
 - (3) He shall have no power to establish salary scales or to change any salary.
 - (4) He shall have no power to decide any question which, under this Agreement, is within the exclusive responsibility of the Board to decide. In rendering a decision, the arbitrator shall give due regard to the responsibility of the Board.
 - (5) He shall not hear more than one grievance at any one hearing except with mutual consent of the Board and Association.
 - (6) He shall have no power to award punitive damages.
- D. The fees and expenses of the arbitrator shall be shared equally by the Association and Employer. Other expenses incurred shall be born by the individual parties.
- E. Any withdrawal of a grievance by an employee shall terminate such proceeding and the Association shall have no right to continue the grievance.
- F. Class action grievances may be filed by the Association at Level Three for a group of employees provided:

ARTICLE 7 - GRIEVANCE PROCEDURE (continued)

1. The Association obtains written, signed permission from each employee in the group it purports to represent. The Association may be required by the Board to produce such documentation within ten (10) working days of receipt of the written request.
 2. If the Board determines that a case may be reasonably differentiated on the facts, such case(s) shall be adjudicated apart from the class action.
- G. An employee may be allowed to attend a grievance hearing during the work day with pay when the employee is the grievant.
- An employee who is called as a witness in an arbitration hearing during the work day may be released with pay when needed in the hearing.
- The President and Grievance Chair will also be released with pay to attend a grievance or arbitration hearing during the work day.
- H. Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE 8

VACANCIES, PROMOTIONS, AND TRANSFERS

- A. A vacancy is defined as an unfilled or newly created position in the bargaining unit which the Board intends to fill. When a vacancy occurs which the Board does not intend to fill, the Association will be notified in writing.
- B. A vacancy will be posted for at least ten (10) working days, in areas where employees normally eat lunch or take their rest breaks, before the Board fills the vacancy. A position may be filled on a temporary basis before the position is permanently filled.

Employees desiring notification of vacancies during summer vacation may leave their names and addresses with the personnel office.

Postings will contain general information which shall materially include:

1. General job duties
2. Work location
3. Rate of pay
4. Hours to be worked
5. General statement of qualifications
6. Date the vacancy is posted

It is understood that the information listed on the job postings is not intended to provide employees with guarantees or assurances and that deviations from the posted information may be necessary.

No vacant position may be filled on a temporary basis for more than thirty (30) working days. In the event the district wishes to temporarily fill a vacant position for more than thirty (30) working days, it will so inform the Association president in writing. The Association will have five (5) working days from the receipt of the written notification to notify the employer that it intends to enforce the thirty (30) working day limitation.

- C. The Association President will be provided a copy of the posting.
- D. Any employee may apply for any posted position.

ARTICLE 8 - VACANCIES, PROMOTIONS, AND TRANSFERS (continued)

E. Where all applicants for a position are substantially equally qualified and capable of performing the duties of the position being filled, then the position will be offered to:

1. An applicant from within the classification of the open position with the most seniority.
2. An applicant from within another bargaining unit classification with the most seniority.
3. An applicant from outside the bargaining unit.

It is expressly understood that the above ranking only applies in those instances where all applicants from within and outside of the bargaining unit are substantially equally qualified and capable of performing the duties of the position being filled. It is additionally understood that the district reserves the right to depart from the ranking set forth above in those instances where all applicants are not substantially equally qualified and capable of performing the duties of the position being filled.

F. When an employee is involuntarily transferred, he/she will be informed of the reasons. If the employee objects to the transfer, he/she may request a meeting with the immediate supervisor and Superintendent to review the transfer.

G. Summer Special Education Runs will be posted and bid on the basis of seniority. In the event no driver bids on the run, the District reserves the right to assign the least senioreed special education driver.

ARTICLE 9

LAYOFF/RECALL

- A. Seniority for purposes of this agreement shall accrue and be applied within the following classifications:

Paraprofessional *
Cooks
Custodial/Groundskeeper
Maintenance
Secretarial/Clerk
Special Education Bus Drivers

* The child care workers, detention center paraprofessionals and adult education (A.B.E. and alternative education) paraprofessionals shall be considered paraprofessionals for purposes of this Article.

Seniority shall be defined as the length of continuous employment in the District within a particular classification from the employee's first day employed in the classification. Seniority shall accrue during layoff, worker's compensation, paid leaves, and unpaid leaves.

- B. There shall be no seniority among probationary employees. The probationary period shall be the first ninety (90) days worked. When an employee's probationary period is over, seniority shall be calculated in accordance with Section A. above.
- C. By May 1 of each year, the board shall post a seniority list. It shall contain, for each employee, name, classification, and first date of employment into that classification. If any individual or the Association believes the list to be in error, she/he shall notify the superintendent in writing no later than June 1.
- D. Seniority for employees who have the same date of hire will be determined by the drawing of lots. Affected employees and a representative of the Association will be provided the opportunity to be present at such drawing.
- E. In the event of a layoff, the following procedure will be utilized:
1. Layoffs will be by classification
 2. Probationary employee(s) within the affected classification(s) will be laid off first providing there are non-probationary employee(s) within the classification(s) qualified to perform the duties of the laid off employee(s).

ARTICLE 9 - LAYOFF/RECALL (continued)

3. Where qualifications are equal, the least senior employee in the classification being reduced will be laid off.
4. If an employee is laid off because of a reduction in his classification's work force and he has seniority in another classification that is greater than an employee assigned to that second classification, he may use that seniority to claim a position in that second classification.
 - a. The senior employee must demonstrate that he is otherwise qualified to replace that less senior employee.
 - b. The position that may be claimed shall be that of the least senior employee in that second classification unless the least senior employee in the second classification has materially fewer hours assigned than the laid-off senior employee. (e.g. If the least senior employee in the second classification is part-time and the reduced position was full-time, the senior (laid off) employee may claim the full-time position held by the least senior full-time employee in the second classification providing that the laid off employee's seniority is superior to that of the employee in the claimed position.)
 - c. Part-time positions may also be claimed by laid-off full-time employees if no full-time position is available relative to the restrictions above. All claims will be made in accordance with the concept that the job held by the least senior employee that is similar in compensation to the job lost will be the job claimed.

For purposes of this agreement, the Board has sole authority to establish reasonable qualifications.

- F. An employee will not be entitled to any compensation or fringe benefits while on layoff. However, subject to approval and regulations of the carrier, an employee will be allowed to make premium payments toward available insurance programs.
- G. An employee who leaves the bargaining unit for a supervisory position in the school district will not gain or lose seniority for a period of one (1) year during which time he would be entitled to return to the bargaining unit. After one (1) year the employee would lose all seniority rights.

ARTICLE 9 - LAYOFF/RECALL (continued)

- H. No new employee will be hired by the Board for a position within a classification while there is an employee from that classification on layoff status who is eligible for recall.
- I. The right of recall extends two years (730 days) beyond the employee's lay-off date. After two (2) years, an employee may extend the right to recall by providing yearly written notice to the Board by certified mail with return receipt requested. At all times during layoff it is the employee's responsibility to keep the administrative offices apprised of his current address. Failure to do so will result in the loss of seniority and any further rights under this agreement.
- J. **RECALL**
1. An eligible employee will be recalled to his/her former classification(s) when a vacancy occurs within it. Recall will be in order of seniority provided the more senior employee is capable of performing the duties of the vacant position.
 2. Notice of recall shall be sent by certified mail return receipt requested to the last official address of the employee as reflected by the employer's records. It is the responsibility of the employee to inform the Board of any changes of address. If an employee fails to notify the Board of intent to return on the date specified in the notice within fifteen (15) calendar days of the mailing of said notice, the employee shall be considered a voluntary quit and shall forfeit any right to recall or employment in the district.
 3. Prior to the time an employee is recalled to a vacancy, the vacancy will be posted for ten (10) working days, during which time employees from within the classification where the vacancy exists may apply. Provided qualifications are equal, the most senior applicant shall receive the position.
- K. Refusal or acceptance of recall to a position which is lower in pay, benefits, and/or hours shall not adversely impact an employee's subsequent right to recall. The refusal of a position shall not, however, extend the two year (730 day) recall limit set forth above.
- L. In the event of a reduction of work hours in a classification, an employee may utilize his classification seniority to displace the least senior employee in the classification working the same number of hours provided he is qualified to perform the work of the employee to be displaced.

ARTICLE 10

HOLIDAYS

A. School Year Employees

1. School year employees shall be paid for the holidays set forth in Section B.1 below which occur during the employees' scheduled work year. For example, if school starts before Labor Day and no school session is scheduled, school year employees shall not be required to work yet shall be paid their normal rates. If the first day scheduled for their work year is after Labor Day, they shall not be paid their normal rates for that day.
2. To be eligible for holiday pay, an employee must be an employee on the day of the holiday. He must have been employed at least thirty (30) working days and must have worked his last regularly scheduled work day before the holiday and his first regular work day after the holiday. In the event that an employee takes leave time for a portion of the day before or the day after a holiday and therefore works a reduced shift, the holiday pay shall be reduced to equal the amount of time worked on the day of the reduced schedule. However, nothing in this provision shall serve to deny full holiday pay to any employee absent due to death in the immediate family, hospital confinement, the conditions detailed in Article 12 (G) or serious emergency medical care of the employee or the employee's immediate family as defined in Article 12 (A)(2) and (3).
3. For the purpose of this Article the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.

B. Full-Time Employees (12 months per year, at least 35 hours per week)

1. Full-time employees shall be paid for their normal work day (measured by the schedule immediately prior to the holiday) at their regular rates for the following holidays:

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

ARTICLE 10 - HOLIDAYS (continued)

2. Full-time employees who are not employed for the full twelve-month period shall only be granted those holidays which occur from the day they begin work for the school year until they leave for summer recess.
 3. To be eligible for holiday pay an employee must be a regular, full-time employee on the day of the holiday. He must have been employed at least thirty (30) working days and must have worked his last regularly scheduled work day before the holiday and his first regular work day after the holiday. In the event that an employee takes leave time for a portion of the day before or the day after a holiday and therefore works a reduced shift, the holiday pay shall be reduced to equal the amount of time worked on the day of the reduced schedule. However, nothing in this provision shall serve to deny full holiday pay to any employee absent due to death in the immediate family, hospital confinement, the conditions detailed in Article 12 (G), approved vacations under Article 11 or serious emergency medical care of the employee or the employee's immediate family member as defined in Article 12 (A)(2) and (3).
- C. An employee required to work on a holiday will, in addition to holiday pay, be granted time and one half. In the event that a holiday is scheduled as a day of student instruction, the holiday worked will be excluded from consideration under this Article for the subject year (i.e., employees will be expected to work and shall not receive holiday pay).

ARTICLE 11

VACATIONS

- A. All fifty-two week employees will be granted annual vacation leave with pay in accordance with the following schedule:

More than one, less than two years	5 work days
More than two, less than five years	10 work days
Five or more years	15 work days

Employees shall earn vacation time while on workers compensation leave only during the first month of leave.

- B. Vacation time for an employee will be calculated on the basis of his years of service as of June 1 of each year and credited to the employee on that date. During an employee's first year of employment, the employee shall receive a prorated number of vacation days on June 1.
- C. Vacation time is not cumulative. Earned vacation must be taken before May 31 of the year following the earning of vacation.
- D. Arrangements for vacations must be made with and approved by the employee's departmental supervisor. Vacations must be requested at least two (2) weeks prior to the desired beginning date.
- E. Granting of vacations for specific times is discretionary with the Board. If two (2) or more employees apply on the same day for vacations covering the same periods, the following factors will be taken into consideration in granting the vacation period:
1. Years of service,
 2. Necessity of that person's presence during requested leave period.
- F. Vacations are normally to be taken in the period from the close of school in June to the opening of school the following year.
- G. Vacation time will be paid at the employee's normal rate.

ARTICLE 11 - VACATIONS (continued)

- H. Absence on account of sickness, injury, or disability in excess of that herein authorized for such purpose may be charged against vacation credit at the option of the employee.
- I. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, an employee shall receive, at his/her request, any unused vacation allowance at the employee's current rate of pay.
- J. An employee returning from vacation leave and producing evidence of hospitalization during all or a portion of vacation leave shall have the time of hospitalization charged as sick leave rather than vacation leave.

ARTICLE 12

SICK LEAVE

A. An employee covered by this agreement shall be entitled to sick leave with pay to be earned at a rate of one (1) day for each month worked. Unused sick days shall accumulate to a maximum of one hundred fifty (150) days. Sick leave days may be used subject to the following:

1. Personal Illness: An employee may use available leave time as necessary to recover from a personal illness, injury or disability.
2. Family Illness: A maximum of four (4) days per year may be used to attend to an employee's spouse, child, parent or other relative of the employee residing within the employee's household who is seriously ill.
3. Death In The Immediate Family: Up to five (5) days per occurrence may be used in the event of death in the immediate family (defined as spouse, child, parent, grandparent, grandchild, father-in-law, mother-in-law or sibling).

In 1993-94 the first three (3) days of these five (5) days will not be deducted from sick leave. The subsequent two (2) days, if used, shall be deducted from accrued sick leave balance.

In 1994-95 the first two (2) days of these five (5) days will not be deducted from sick leave. The subsequent three (3) days, if used, shall be deducted from accrued sick leave balance.

In 1995-96 the first day of these five (5) days will not be deducted from sick leave. The subsequent four (4) days, if used, shall be deducted from accrued sick leave balance.

B. Personal Business

Each employee may use one (1) day per year (not deducted from accumulated sick leave) to conduct business of his/her choice. The use of such day is subject to the following conditions:

1. The employee must notify his/her immediate supervisor at least three working days in advance of his/her intent to use the personal day, except in cases of emergency. In case of an emergency, the employee must notify the immediate supervisor as soon as possible.

ARTICLE 12 - SICK LEAVE (continued)

2. The personal day may not be used to lengthen a holiday or vacation period. The Superintendent, at his/her discretion, may void this condition on an individual employee request basis.
 3. Except in the event of an emergency, no more than two (2) employees will be authorized to use a personal day on any one work day unless approved by the administration.
 4. The personal day not used by the employee shall be added to the employee's sick day accumulation at the end of the year.
- C. Use of leave time pursuant to this Article is subject to the following rules:
1. Personal illness requests should be made as far in advance as possible, but in no event later than one (1) hour prior to their scheduled starting time, providing someone is available to receive notice; in case of illness or death in the immediate family, request must be made, except in emergency situations, twenty-four (24) hours or one (1) work day, whichever is greater, prior to commencement of the requested leave.
 2. Abuse of leave days (i.e., absence for other than a legitimate purpose as defined by this Article) is cause for discipline up to and including discharge.
- D. An employee whose personal illness extends beyond his accumulated sick leave may be granted an unpaid leave of absence of up to one (1) year (renewable at the discretion of the Board) from his last sick day. Such leave is to be subject to the same conditions as any other unpaid leave. Return to an employee's previously held position or a substantially equivalent position will be guaranteed if the employee has been on an unpaid leave for medical reasons.
- E. Any employee who is absent due to an injury compensable under Michigan Worker's Compensation Law will be paid the difference between the benefits received under the Michigan Worker's Compensation Law and his/her regular weekly straight time earnings. Such difference will be deducted from the employee's accumulated sick leave credits on a pro rata basis until the accumulated sick leave credit has been exhausted. Upon exhaustion of accumulated sick leave days, the employee shall receive only the amount provided by Worker's Compensation.

ARTICLE 12 - SICK LEAVE (continued)

- F. The Board agrees to inform each employee, at least once a year, of the total number of sick leave days they have accumulated.

- G. Leave of absence with pay not chargeable against the employee's sick leave shall be granted by the Board for the following reasons:
 - 1. Absence when the employee is required to serve on a jury providing any pay the employee receives for serving is turned over to the District. Also, providing that if any employee is not selected to serve on a jury and is relieved of further obligation, the employee shall report for work.
 - 2. Time spent making a court appearance if an employee is subpoenaed as a witness in a school related matter. Witness fees, if any, shall be turned into the District.

ARTICLE 13

UNPAID LEAVES OF ABSENCE

- A. An employee may make application to the District for an unpaid leave of absence not to exceed one (1) year, renewable at the discretion of the Board, or make application to the Superintendent if the duration of the proposed leave is less than ninety (90) days. Applications for such leaves shall set forth the following minimal information:
1. Name, date, applicant's signature.
 2. Nature of request.
 3. Reason for the request and any additional data or documentation the employee feels will bear on the merits of the requested leave of absence.
 4. Dates applicant desires to commence and terminate the leave of absence.
- B. Upon receipt of proper application, the District will review the request and the reasons advanced in support thereof. The granting or denial of an unpaid leave of absence shall be discretionary with the Board. Where the request is reviewed by the Superintendent, a decision will be made within ten (10) days of the receipt of proper application. Where the Board is to review such requests, the Board will render a decision within five (5) days following the regularly scheduled Board meeting after which proper application has been submitted.
- C. Unpaid leaves of absence as provided for in Section A. above shall be without pay, fringe benefits, experience credit and without sick leave accumulation. Upon return from an authorized unpaid leave of absence, the employee shall be restored to the same position on the salary schedule as when he/she left and be entitled to other accrued benefits earned prior to said leave.
- D. During the period of an unpaid leave of absence, an employee shall not be entitled to insurance benefits at District expense. Upon the approval of and subject to the limitations established by the respective insurance carriers, insurance benefits may be continued at the employee's expense by paying the appropriate premiums at the Board's payroll office.

ARTICLE 13 - UNPAID LEAVES OF ABSENCE (continued)

- E. An employee returning from a leave will be returned to his previously held position or a substantially equivalent position, if available, for which he is qualified. If there is no employee which he is qualified to replace with less classification seniority, he shall be placed on layoff.
- F. Any employee who fails to return from a leave of absence on the specified date or fails to request a renewal of a leave of absence, as set forth in Section A. above, prior to the specified date of return shall be considered a voluntary quit and shall lose all rights to employment in the District.
- G. Family and Medical Leave Act (FMLA)

An unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any bargaining unit member in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:

1. The birth or placement for adoption or foster care of a child from date of birth or placement;
2. Because of a serious health condition of a bargaining unit member's spouse, child or parent;
3. Because of the bargaining unit member's own serious health condition.

To be eligible for a leave of absence, the bargaining unit member must meet the eligibility requirements set forth in the FMLA and FMLA Regulations.

Where permitted by the FMLA, an employee shall have the option to take FMLA Leave on an intermittent or reduced schedule. Where permitted by the FMLA, the employer may require an employee to substitute paid vacation leave, personal leave and/or sick leave for FMLA unpaid leave.

In accordance with the FMLA, the Board shall continue group health plan benefits during FMLA. This shall not be construed as a waiver of the Board's right to recoup premium payments from employees where permitted by the FMLA or as an agreement to provide benefits greater than what would have been provided if the employee was not on FMLA leave.

ARTICLE 13 - UNPAID LEAVES OF ABSENCE (continued)

FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA Regulations. Limitations found under Section 108 of the FMLA - "special rules concerning employees of local educational agencies" - shall apply. The Board reserves all rights granted to school districts under the FMLA, such as, but not limited to, the right to substitute paid leave for unpaid FMLA leave, to require medical verification of illness, to require a certificate of fitness as a condition for the bargaining unit member's return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for bargaining unit members who are married.

If the reason for the FMLA leave is foreseeable, the bargaining unit member must provide at least thirty (30) days advance notice of the FMLA leave. All other notice must be provided as soon as it becomes practical.

All other provisions of the FMLA shall apply. This section shall be interpreted consistent with the definitions contained in the FMLA. This section shall not provide employees with any greater rights or benefits than required by the FMLA. To the extent required by the Family and Medical Leave Act (P.L. 103-3), an eligible bargaining unit member shall be granted leave and other rights specified by the law. When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the District shall likewise enjoy and reserve all rights afforded it by the law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including District and eligible bargaining unit member rights and responsibilities shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

Furthermore, the Board reserves all rights granted by the FMLA even if not specifically set forth above.

ARTICLE 14

HOURS AND ASSIGNMENTS

- A. The normal work hours for bargaining unit employees is as follows:
1. Secretaries/Clerks - eight (8) consecutive hours exclusive of meal break
 2. Cooks, Child Care Workers, Paraprofessionals, and Special Education Bus Drivers - as assigned by their supervisor
 3. Custodial/Maintenance - eight (8) consecutive hours exclusive of meal break

The hours actually worked may vary from the list of normal hours.

- B. The normal work week for bargaining unit employees is Monday through Friday.
- C. An employee who is required to report for work on an unscheduled day shall be provided with a minimum of three (3) hours work or equivalent pay.
- D. Within a classification, overtime will be offered to employees within a building or facility on a rotating basis in descending order of classification seniority. If an employee refuses overtime, he/she will not be offered overtime until all other employees in the classification in the building or facility have been offered overtime. If all employees in the classification in the building or facility refuse the overtime, the qualified employee in that classification with the least classification seniority must perform the overtime.

Exceptions to the procedure aforementioned would be unplanned situations which require an employee to have a shift extension hence overtime directly prior to or following the regular shift.

- E. Meal Breaks and Rest Periods
1. At the employee's option, but in accordance with a schedule designed by the Board, an employee shall be entitled to one (1) duty-free, uninterrupted, unpaid lunch break (not to exceed thirty (30) minutes) for each shift of five (5) hours or more.

ARTICLE 14 - HOURS AND ASSIGNMENTS (continued)

2. With the exception of cooks and paraprofessionals, one (1) paid rest break lasting fifteen (15) minutes shall be provided for every three (3) hours scheduled to work.
 3. Should an employee not be able to take a break or a scheduled lunch period at the normally scheduled time, he/she shall take that lost break as soon as possible thereafter.
 4. Upon approval of supervision, an employee who is eligible for an unpaid lunch break as set forth in 1. above may elect, on an on-going basis, to work through his/her lunch break and have his/her work day shortened accordingly.
 5.
 - a. One (1) paid rest break period lasting fifteen (15) minutes shall be provided for cooks and paraprofessionals "scheduled to work" at least three (3) hours per day but less than five (5) hours per day.
 - b. In order to qualify for the second fifteen (15) minute break period, a cook or paraprofessional must be "scheduled to work" five (5) or more hours per day.
 - c. "Scheduled to work" for purposes of subsection 3 means time assigned to physically perform work for the Board and therefore does not include lunch breaks.
- F. An employee on an unpaid lunch break shall be allowed to leave his/her respective building during the lunch break, but he/she shall remain in his/her building for the rest break.
- G. Groundskeepers will be called in by their supervisor for snow removal when their supervisor determines that they are needed at other than their regular time.
- H. When the work hours of a child care worker(s) are reduced on a given day, the child care worker(s) will be offered the opportunity to leave work without pay in descending order of seniority. If there are insufficient volunteers, the least senior child care worker(s) will be dismissed without pay for the remainder of the day.

ARTICLE 15

COMPENSATION

- A. The wages of employees shall be as set forth in Appendix A.
- B. An employee required by the District to use his/her personal automobile for District business shall be compensated for all approved miles at the current IRS rate. If the mileage rate is increased by the Board for any other employee or group of employees, that rate will be applied to this bargaining unit for the life of this contract.
- C. Secretaries who are required by supervision and who can and do come to work on all Act of God days will receive one additional leave day which they may use upon approval, or which they may add to their sick leave accumulation if such day is not used by July 1 of the current school year.
- Cooks, paraprofessionals, and secretaries (except as provided above) shall not be required to report for work on an Act of God Day and will not receive pay for such day.
- A night custodian who is asked to work on an Act of God day will work during the day shift if he/she can come to work. Otherwise, he/she will be required to work his/her normal shift.
- Child care workers may be required by supervision to report for work on an Act of God Day.
- D. The employer may continue to assign employees to the Parent-Teacher conferences and give compensatory time off.
- E. Employees working the athletic programs shall be paid in conformance with that program's policy and not in conformance with this contract.
- F. The employer agrees to continue the five percent (5%) premium for the secretaries assigned to calling in substitutes.

ARTICLE 15 - COMPENSATION (continued)

- G. Any employee who currently has earned, or who shall earn during the term of this Agreement, one of the following licenses, shall receive a premium per hour added to his/her hourly rate provided he/she is currently employed in and remains in the maintenance classification:

Boiler Operators License	(\$.30/hour)
Electrical Journeymans License	(\$.40/hour)
Plumbing Journeymans License	(\$.40/hour)
Asbestos controller/supervisors license	(\$.40/hour)

- H. An employee employed as a full year groundskeeper who currently possesses a Commercial Pesticides Application License (ornamental/turf) or who shall earn the license during the term of this Agreement, shall receive an additional 40¢ per hour provided he/she is currently employed in and remains in a full year groundskeeper position. No other employee assigned groundskeeper responsibilities as part of his/her regular assignment or assigned such responsibilities during a portion of the year (e.g., summer) shall be eligible.
- I. An employee will be paid on the basis of time and one-half of the regular hourly rate for all approved hours worked over forty (40) in a regular work week. An employee out on a vacation day or a paid holiday shall be considered at work for the purpose of this section.
- J. An additional \$.50 per hour will be paid to the child care worker designated by the supervisor to prepare activity schedules and provide instruction.
- K. Drivers will be reimbursed for the cost of their physical and the cost of required licenses.

ARTICLE 16

MISCELLANEOUS PROVISIONS

- A. Upon ratification by both parties, copies of this Agreement will be printed by the Board and each employee will be given a copy. New employees will be given a copy of this Agreement upon employment. An additional fifteen (15) copies will be provided for the use of the Association.

It shall be the responsibility of the employer to provide newly hired employees with full information about employee benefits and conditions of employment.

- B. This Agreement shall supersede any rules, regulations or practices of the Board which are inconsistent with its terms and conditions.
- C. If any provision of this Agreement is found in a court of final jurisdiction to be contrary to law then such provision will be deemed null and void except to the extent permitted by law, but all other provisions shall remain in full force and effect.
- D. Both parties agree that, upon ratification of this agreement, negotiations between the parties on wages, hours, and working conditions for the employees within the bargaining unit are closed until bargaining begins on a successor agreement. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.
- E. The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law. The Association and Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not take part in any concerted activity such as a strike.
- F. The Board agrees to provide three (3) sets of uniforms for each custodial and maintenance employee each calendar year. Cleaning and maintenance of uniforms will be the responsibility of the employee. Employees will be required to wear a uniform on the job and should not wear the uniform for non-work related activities.

If the Board requires cooks to wear uniforms, the Board shall provide up to three (3) uniforms per year.

ARTICLE 16 - MISCELLANEOUS PROVISIONS (continued)

- G. Unpaid days off exceeding five (5) days per year shall result in a prorated reduction in paid fringe benefits and paid time off allowances. Unpaid leaves of absence shall be as per Articles 12 and 13.

- H. A custodial/maintenance employee shall not be required to provide any tools, supplies, materials, and/or equipment necessary for him/her to complete his/her assigned duties. However, current policy whereby a maintenance employee provides his own hand tools will continue in effect. An employee is expected to take proper care of all tools and equipment provided by the school and may be held accountable for any tools or equipment damaged through misuse or abuse.

Inappropriate, make-shift, damaged, or faulty tools should be reported by the employee to his supervisor.

- I. In the event a substantial change in an employee's work assignment (not interpreted as including a transfer) is made, the Board agrees to notify the Association and provide the Association the opportunity to discuss said change with representatives of the Board to work out any possible inequities.

- J. The Board shall endeavor to give at least thirty (30) days prior notice to the employees not working during the summer of their starting date.

- K. Retirement incentives will be initiated by the Board whenever it deems them to be advantageous to the District. Whenever initiated, unused sick days shall be redeemed at the rate of \$15/day to a maximum of 140 days. An employee must actually qualify for and enter into a state-sponsored retirement system to receive the incentive.

ARTICLE 17

INSURANCE

- A. All insurance provided herein is provided subject to the rules and regulations of the insurance carrier.
- B. Each employee who works at least thirty-five (35) hours per week and his/her eligible dependents shall be eligible for Board paid insurance according to the following schedule:

MESSA-PAK

Plan A

Super Care 1
Delta Dental 80/80/80 (with adult ortho and internal/external COB)
VSP-1
Life \$10,000 w/AD & D

or

Plan B

Delta Dental 80/80/80 (with adult ortho and internal/external COB)
VSP-1
Life \$10,000 w/AD & D

If an eligible employee chooses to not take Plan A, he/she shall be granted an amount of money equal to the single subscriber rate to be used toward any MESSA option listed on the application and/or annuities in addition to Plan B.

- C. Each employee who is regularly scheduled to work at least three (3) hours per day and fifteen (15) hours per week will be allowed to purchase hospitalization insurance at the group rate provided:
1. the carrier shall allow such coverage, and only so long as the carrier allows it; and
 2. the employee shall pay the full cost of such insurance; and
 3. coverage shall be limited specifically to hospitalization; and

ARTICLE 17 - INSURANCE (continued)

4. the plan shall not exceed that of the employee group plan to which they are added; and
 5. the annual cost of the insurance shall be divided equally between the employees biweekly checks; and
 6. the biweekly payments for hospitalization shall be deducted according to carrier policy; and
 7. each employee desiring hospitalization must sign a payroll deduction authorization form for hospitalization before being eligible for such insurance; and
 8. should the cost of the hospitalization insurance increase, the deductions shall increase automatically; and
 9. the employer accepts no liability other than the payroll deduction.
- D. All employees in the bargaining unit, except those eligible for insurance under B. above shall receive ten thousand dollars (\$10,000) worth of MESSA term life insurance.

ARTICLE 18

NEGOTIATION PROCEDURES

- A. This Agreement may be extended only by mutual written consent of the parties.
- B. The parties agree to enter into negotiations on a successor Agreement, upon request of either party, within sixty (60) days prior to the expiration date of this Agreement.
- C. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the District and Association. This agreement is subject to amendment, alterations or additions only by a subsequent written agreement between the Association and District.

ARTICLE 19

DURATION OF AGREEMENT

- A. This agreement shall be effective upon ratification by the parties and shall continue in effect until the thirtieth day of June, 1996. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. In Witness Whereof, the parties have executed this agreement by their duly authorized representatives.

THE ASSOCIATION

By *Kent R. Smith*
President

By *Sandra D. Simmons*
Secretary

THE BOARD

By *Deanne Rockwell*
President

By *Cindy Skaton*
Secretary

WAGE SCHEDULE

	Maintenance	Cust/Maint & Secretarial	Cooks & Para-pros	Day Care Workers	Spec Ed Driver
1993-94					
Step 1	\$11.30	\$ 8.10	\$6.72	\$5.35	\$10.08
Step 2	11.45	8.51	7.05	5.55	10.24
Step 3	11.67	9.56	7.42	5.73	10.40
Step 4	11.90	10.04	7.79	5.95	10.53
1994-95					
Step 1	\$11.53	\$ 8.26	\$6.85	\$5.46	\$10.28
Step 2	11.68	8.68	7.19	5.66	10.44
Step 3	11.90	9.75	7.57	5.84	10.61
Step 4	12.14	10.24	7.95	6.07	10.74
1995-96					
Step 1	\$11.76	\$ 8.43	\$6.99	\$5.57	\$10.49
Step 2	11.91	8.85	7.33	5.77	10.65
Step 3	12.14	9.95	7.72	5.96	10.82
Step 4	12.38	10.45	8.10	6.19	10.96
<p>Each step shall represent one (1) calendar year of employment. Advancement shall be on the anniversary of the employee's last hire-in date.</p>					

MEMORANDUM OF UNDERSTANDING

The parties agree that benefits addressed in Article 12, Paragraph A (sick leave) may be credited on a bi-weekly/per pay check basis. The parties anticipate that this letter does not alter the effect Article 12, Paragraph A (sick leave) calculation of leave: Sick leave may be credited on a bi-weekly basis while the calculation continues to be consistent with the contract's monthly basis language at maximum of one day per month.

THE ASSOCIATION

By *Amrit R. Singh*
President

By *Sandra L. Simmons*
Secretary

THE BOARD

By *Deanne Robinson*
President

By *Cindy Spator*
Secretary

