

6/30/97

MASTER AGREEMENT

BETWEEN THE

DAVISON COMMUNITY SCHOOLS BOARD OF EDUCATION

AND THE

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION - DAVISON

1994 to 1997

Davison Community Schools

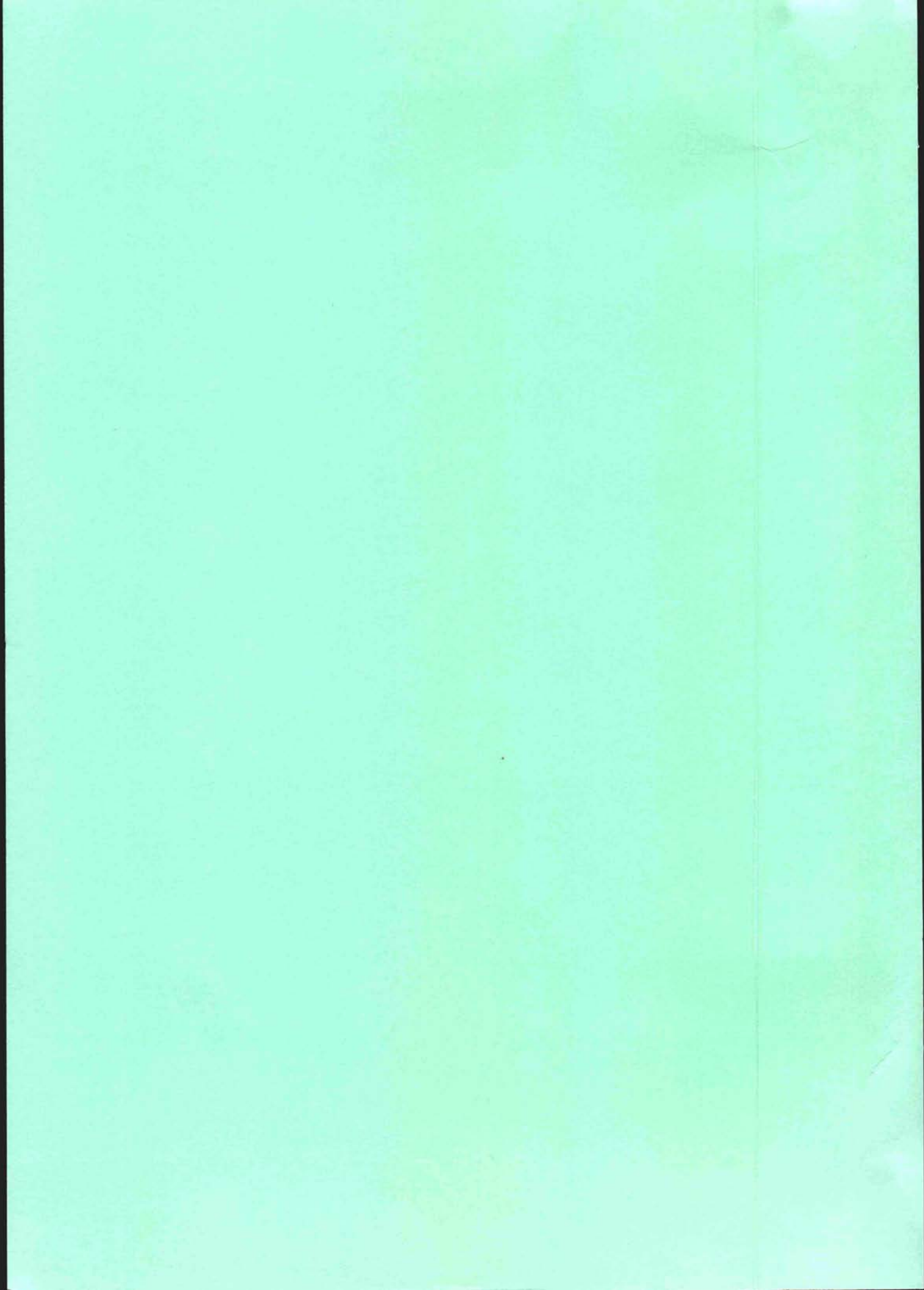


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PREAMBLE

This Agreement is entered into, effective July 1, 1994, by and between the Davison Community Schools Board of Education, hereinafter called the "Employer," and the Michigan Educational Support Personnel Association, hereinafter called the "Union," through its local affiliate, the Davison MESPA. The signatories shall be the sole parties to this Agreement.

Whereas, the Board has a statutory obligation, pursuant to the public Employment Relations Act of 1947, as amended, to bargain with the Union as the representative of its bargaining unit members with respect to hours, wages, terms, and conditions of employment, and

Whereas, the parties have certain understandings which they desire to confirm in this Agreement;

Therefore, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I - RECOGNITION

SECTION 1. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all employees of the Board included in the following bargaining unit:

All full-time and regular part-time custodians, maintenance, cafeteria staff, and bus drivers, employed or to be employed, excluding substitutes, clerical employees, playground employees, teacher aides and paraprofessional personnel, professional employees, teachers and supervisors.

SECTION 2. The Board agrees not to negotiate with or recognize any organization other than the Union for the duration of this Agreement.

SECTION 3.

- A. The term "Employee" when used in this Agreement shall refer to all employees in the above defined bargaining unit, unless otherwise indicated.
- B. The term "Substitute" when used in this Agreement shall refer to the employees hired by the Board in the absence of regular full-time or regular part-time members of the bargaining unit.

ARTICLE II - UNION RIGHTS AND SECURITY

- SECTION 1. Special Conferences: Special conferences on important and urgent matters relating to the administration of this Agreement will be arranged between the local Union president and the Employer upon request of either party. At least two members of the committee may attend such meetings. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by the MESPA representative.
- SECTION 2. The Union shall be provided with bulletin Board or sections thereof for the purpose of posting union materials. The Union shall also have the right to use school mails to distribute union materials to local MESPA members.
- SECTION 3. The Board agrees to provide for the Union the use of school equipment and facilities for the duplication of printed material, provided such use does not interfere with normal school operations. The Union agrees to assume the cost of repair to school equipment if damaged while in use for Union business. The Union shall furnish its own materials for such purposes and shall not use school material.
- SECTION 4. The local Union president shall notify the Employer of those persons authorized to process grievances. The MESPA representative is also authorized to process grievances.
- SECTION 5. One person at a time shall be designated to present grievances to the Employer without loss of time or pay, providing such activities shall be kept within reasonable limits.
- SECTION 6. The parties will establish a Safety and Health Committee consisting of two (2) representatives of each group classification designated by each and two (2) representatives of the Board of Education, which will meet whenever the circumstances warrant, during working hours, for the purpose of recommending safety and health measures. Only one group classification will meet at a time and only circumstances pertaining to that classification will be discussed.

SECTION 7. The Employer agrees to furnish the Union, in response to reasonable requests, available information concerning financial resources of the district, agendas of all school Board meetings and other such readily available information.

SECTION 8. Upon written authorization from the employee, the Employer shall deduct from wages/salary of the employee, and make appropriate remittance, for union dues or service fee to NEA-PAC, MEA-PAC, annuities, credit union, savings bonds, or any other plans or programs jointly approved by Union and Employer.

SECTION 9. A. The Employer agrees that supervisors/directors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when Union employees are not available or have refused to do the work as assigned, except in cases where unsafe conditions are being charged by an employee. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance, or combination of circumstances, which call for immediate action in a situation which is not expected to be of a recurring nature.

B. Notwithstanding the above, supervisors/directors may assist bargaining unit members with their work and may continue performing the work they are currently doing.

SECTION 10. The Employer will continue its established policy and practice of giving employees a preference for work they have customarily performed. The Employer, however, reserves the right to subcontract work when:

- A. the skills and equipment needed to perform the work specified are unavailable in the school system, or
- B. the schedule for such work cannot be met with the equipment or skills available for such work, or
- C. when it is financially beneficial, the employer may enter into a contractual agreement with a neighboring school district in providing transportation services for Davison

students to the Genesee Area Skill Center and special education facilities in Genesee County.

ARTICLE III - EMPLOYEE RIGHTS AND PROTECTION

SECTION 1. No regular non-probationary employee will be disciplined, demoted, reduced in rank or compensation, dismissed, suspended with or without pay or reprimanded without just cause.

Reasons for discipline including discharge, will include, but not be limited to: repeated inefficiency or incompetence; insubordination; repeated tardiness or absence; moral misconduct; or disability, mental or physical, as shown by competent medical evidence but only after exhaustion of available sick leave (see Article XIV, Section 9). The Board shall not be prohibited from disciplining and/or discharging an employee during sick leave for reasons other than disability.

The specific grounds forming the basis for any disciplinary action will be made available to the employee and the union in writing.

Any disciplinary action of a regular non-probationary employee shall be subject to the grievance procedure herein set forth, including arbitration.

SECTION 2. An employee will have the right to review the contents of all records, excluding initial references, of the district pertaining to said employee originating after initial employment and to have a representative of the Union accompany him/her in such review. Other examination of an employee's files shall be limited to qualified supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

SECTION 3. No adverse material regarding an employee will be placed in the employee's personnel file without a copy being furnished to the employee. When material is to be placed in an employee's file, the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content

of the material. The employee may respond to the complaint within five (5) days in a written statement to be attached to the original complaint.

SECTION 4. An employee shall be entitled to have present a representative of the Union during any meeting or conference which leads, or may lead, to disciplinary action. Should disciplinary action likely occur at a given meeting, the employee shall be advised by the Employer of the right to representation under this provision of the Agreement.

It is recognized that a perceived problem with an employee and/or the performance of his/her job may be resolved by a meeting with the employee, his/her steward, and the appropriate administrator(s), without resorting to the discipline or grievance procedures. Such meeting can be called by either party and may be scheduled during the employee's regular working hours.

SECTION 5. Any case of assault upon an employee shall be promptly reported to his/her immediate supervisor. The Board shall render all reasonable assistance to the employee, which may include legal counsel, in connection with handling of such incident by law enforcement and judicial authorities.

ARTICLE IV - MANAGEMENT RIGHTS

SECTION 1. The management of the operation and the direction of the working forces are vested in the Employer, including:

- A. the right to plan and direct operation,
- B. hire, suspend, or discharge non-probationary employees for proper cause,
- C. transfer or relieve employees from duty because of lack of work or other legitimate reasons, and
- D. the right to study any new or improved methods or facilities.

However, such rights shall be exercised with due regard for the rights of the employee and subject to the provisions of this Agreement.

ARTICLE V - PAYROLL DEDUCTIONS AND FINANCIAL RESPONSIBILITY

SECTION 1. Employees covered by this Agreement who are members or have certified themselves as non-members of the Union on the date this Agreement becomes effective shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee of a legal permissible amount which has been determined through appropriate legal procedures as specified by the Union for the duration of the Agreement.

SECTION 2. The authorized deduction of dues, service fees and/or voluntary contributions shall be made from a regular paycheck each month, September through June. The Employer agrees to remit the proper amounts of money within fifteen (15) days after each payroll deduction to the designees of the Michigan Education Support Personnel Association accompanied by an alphabetized list of employees, with the amount deducted. In cases when a deduction is made that duplicates a payment that an employee has already made to the Union, or in any other situation where a refund is demanded by an employee, said refunds are not the responsibility of the Employer once the Employer has remitted all deducted monies to the Union.

SECTION 3. The Union shall notify the Board thirty (30) days prior to any change in its dues or fees.

SECTION 4. Any bargaining unit member who is not a member of the Union in good standing, or who does not make application or membership within thirty (30) days from the date of commencement of duties shall, as a condition of employment, pay as a service fee to the Union a legally permissible amount of which has been determined through appropriate legal procedures as specified by the Union; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in Section 2. In the event that an employee shall not pay such service fee directly to the

Union or authorize payment through payroll deduction, as provided in the Agreement, the Board shall at the request of the Union, involuntarily deduct service fees, or if not legal, terminate the employment of such employee. The parties expressly recognize that failure of any bargaining unit member to comply with the provisions of this Article is just and reasonable cause for discharge.

SECTION 5. The procedure in all cases of involuntary deduction of service fees, or if not legal, discharge for violation of this article shall be as follows:

- A. The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the employee that a request for involuntary deduction of service fee, or if not legal, discharge may be filed with the Board in the event compliance is not effected.

SECTION 6. The Employer shall inform all new employees in writing that the payment of dues or the service fee is a condition of employment. A copy of said notice shall be provided to the Union.

SECTION 7. The Union agrees to assume and pay the expense of the legal defense of any suit or action brought against the Board due to the implementation of its responsibility under this article. The Union further agrees to indemnify the Board for costs or damages, including unemployment compensation and any back pay, which may be assessed against the Board as the result of said suit or action subject to the following conditions:

- A. The Union, after consultation with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of any section hereof, or the expense which may be assessed against the Board by any court or tribunal.
- B. The Union has the right to choose the legal counsel to defend any such suit or action.
- C. The Union shall have the right to compromise or settle any claim made against the Board under this article.

ARTICLE VI - GRIEVANCE PROCEDURES

SECTION 1.

Should any differences, disputes or complaints arise over the interpretation or application of this Agreement, he/she should take it up with his/her Supervisor as soon as possible, but no later than five (5) working days. There shall be an earnest effort on the part of the parties to settle such disputes promptly. A dispute not resolved in this way will be processed through the following steps:

Step 1. Request for Conference

By conference between the aggrieved employee or representative of the Union, or both, and the immediate supervisor. For the grievance to be timely, a request for a conference must be made to the employee's supervisor in writing within twenty (20) working days of when the occurrence giving rise of the grievance was known to the grievant. The term "working days" as used herein shall mean all days Monday through Friday except days when the central office is closed, such as holidays.

Step 2. Written Grievance

If the grievance is not satisfactorily adjusted in Step 1, then it shall be reduced in writing and presented to the supervisor involved in Step 1. Such written grievance shall be upon forms as mutually agreed upon between the Employer and the Union and shall be secured from a representative of the Union. Such written presentation of grievance must be made within five (5) working days of denial of grievance at Step 1. Upon presentation of a written grievance the supervisor involved shall notify the grievant and/or Union of his answer in writing within five (5) working days after presentation of said written grievance.

Step 3. Appeal to Assistant Superintendent

If the grievance is not satisfactorily adjusted in Step 2, it shall be presented to the Assistant Superintendent for Fiscal Affairs no later than five

(5) working days after the grievant and/or Union received the Step 2 response. The Assistant Superintendent for Fiscal Affairs shall arrange a meeting with the Union within five (5) working days of receipt of the written grievance and shall notify the Union of his answer in writing within five (5) working days of such meeting.

Step 4. Appeal Board

- a. If the answer provided for in Step 3 is not satisfactory to the local Union and the local Union believes that the answer should be appealed, it may refer the grievance to the MESPA representative, who will review the matter and may, within five (5) working days after the answer referred to in Step 3 above, appeal the grievance to the Appeal Board.
- b. The Appeal Board shall be composed of two (2) representatives of the Employer and two (2) representatives of MESPA.
- c. At the request of either party, a mediator from the Michigan Employment Relations Commission will be made a part of Step 4.

SECTION 2. The Appeal Board will render a written decision within five (5) working days. If a solution is reached, the Appeal Board will sign a letter of understanding stating the agreement. If a solution cannot be reached, it may be submitted to arbitration as follows.

SECTION 3. In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the previous procedures, the Union (but not individuals) may, within thirty (30) days from the conclusion of Step 4, submit the grievance to arbitration in accordance with the current rules of the American Arbitration Association. If not so requested within said thirty (30) day period, the matter shall be considered settled on the basis of the last preceding disposition thereof.

- SECTION 4. Not more than one grievance of dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.
- SECTION 5. After designation of the Arbitrator, a hearing shall be held as soon as practicable and the Arbitrator shall issue an Opinion and Award in accordance with said rules, which, if within the Arbitrator's jurisdiction, shall be final and binding on the parties and the employee(s) involved. Said award shall be subject to any law or governmental regulation applicable thereto. Either party shall have the right to obtain issuance of subpoenas for any witnesses necessary to the presentation of its case.
- SECTION 6. The fee of the arbitrator, his travel expense, and the cost of any room or facilities shall be borne equally by the parties but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party shall be borne by the party incurring them. The grievant and steward or president shall be released without loss of wages to participate in the arbitration hearing. Other employees necessary to the hearing shall be released without loss of wages at the request of the Union, provided the Union pays the necessary substitute costs.
- SECTION 7. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have the power to establish or change any classification or wage rate, to rule on any claim arising under an insurance policy or retirement claim or dispute, or to rule on any matter covered by a Statute or Ordinance. Any other dispute arising out of, or relating to, the interpretation or proper application of this Agreement, based upon a grievance of any employee alleging violation thereof, shall be deemed arbitrable hereunder.
- SECTION 8. No award involving wages due any grievant shall be made retroactive for more than thirty (30) days prior to the date the grievance was submitted in writing.
- SECTION 9. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties.

SECTION 10. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

SECTION 11. In consideration of the arbitration provision, the Union agrees that there shall be no suspension of work, or other interference with the operation of the schools during the term of this Agreement with respect to, or based upon, any dispute which is subject to arbitration under this article. It being agreed that arbitration provides the exclusive method of determining all such disputes if no settlement thereof is reached under the Grievance Procedure herein; the Union further agrees that it will actively oppose and discourage any such action on the part of individual employees.

ARTICLE VII - DISCHARGE AND DISCIPLINE

SECTION 1. Note of Discharge or Discipline: The Employer agrees, promptly upon the discharge or discipline of any employee, to notify, in writing, the steward of the group, of the discharge or discipline.

- SECTION 2.
- A. The Board will follow a policy of progressive discipline with non-probationary employees which includes verbal warning, written warning, written reprimand, suspension with or without pay, and with discharge as the final and last resort. Any disciplinary action taken against a non-probationary employee shall be appropriate to the misconduct.
 - B. Where the Employer's action requires the employee to leave the premises, he will be allowed to discuss his discharge or discipline with the steward of the department and the Employer will make available an area where he may do so before he is required to leave. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.

SECTION 3. Appeal of Discharge or Discipline of a Non-Probationary Employee: Should the discharged or disciplined non-probationary employee or the steward consider the discharge of a non-probationary employee to be improper, a complaint

shall be presented in writing through the steward to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Step No. 2.

SECTION 4. Use of Past Records: In imposing discipline, the Employer will take into account the employee's cumulative record. Disciplinary actions will remain in an employee's cumulative file subject to the following:

- A. Request for removal by an employee may be approved.
- B. Upon request by an employee, a letter/memo/evaluation may be put in his/her file indicating there has been no repetition and the problem has been corrected.
- C. Verbal warnings will be removed from files and destroyed after the remainder of that fiscal year and one additional fiscal year if there is no repetition and no other discipline during that time.

SECTION 5. Any employee who has attained the status of a regular employee shall be reprimanded, suspended or discharged for just cause only. Any such action may be the subject of a grievance under the procedure as set forth above.

ARTICLE VIII - SENIORITY

SECTION 1. All employee shall be probationary employees for a period of ninety (90) working days from the date they are hired. Such employees may be discharged for any reason whatsoever during the probationary period. Probationary employees shall be given a written evaluation during the probationary period with a follow-up conference with the employee's immediate supervisor. Termination of employment during any part of the probationary period shall not be grounds for a grievance under this Agreement.

SECTION 2. Regular full-time employees in the Custodial Group shall be

considered as those who regularly work at least four (4) hours per day. Regular part-time employees shall be those who regularly work less than four (4) hours per day. Regular full-time employees in the Cafeteria Group shall be those who regularly work at least twenty (25) hours per week. Regular part-time employees shall be those who regularly work less than twenty (25) hours per week. Regular full-time employees in the Transportation Group shall be bus drivers who regularly drive four (4) or more runs per day, and regular part-time employees in that group shall be those who regularly drive less than four (4) runs per day.

SECTION 3. Seniority shall be acquired only during the regular scheduled work year. An employee can acquire seniority only in his department.

SECTION 4. Seniority may be lost for the following reasons:

- A. Resignation
- B. Discharge for just cause
- C. Absence from work for four (4) consecutive working days without due notification to the Employer shall be considered as voluntary termination of employment and treated as resignation unless extenuating circumstances justifying such failure of notification are brought to the attention of the Employer.

SECTION 5. For the purpose of lay-off and recall only, stewards shall be considered as having top seniority in their respective departments.

SECTION 6. Seniority shall not be affected by the race, sex, marital status or dependents of the employee provided he is otherwise qualified to perform the work required.

SECTION 7. The Employer will keep the seniority lists up-to-date at all times, showing the names, seniority date and job titles of all seniority employees. A revised copy will be supplied to the president every six months.

ARTICLE IX - JOB VACANCIES AND PROMOTIONS

SECTION 1. Posting of vacancies shall include place of assignment, shift, and the job description as provided in Appendix B.

All postings of permanent job openings for cooks, custodians, and bus drivers shall be posted in the bus drivers' lounge and all schools, and copies shall be sent to the head cook and head custodians of each building and the Union president so as to properly notify all employees covered by the terms of this agreement of all job openings. The notice shall be posted within three (3) days of official notification of a position being vacated and shall remain posted for five (5) working days.

To fill the posted vacancy, a bid meeting shall be held in the appropriate department (cooks, custodians, and bus drivers) in which all employees in the department may bid by seniority for the vacancy and any resultant opening(s).

In the event that an employee who is eligible to bid for such vacancy or promotion is absent from work at the time of posting, due to being on vacation or approved leave of absence, and is not expected to return within the above posting period, said period will be extended up to an additional ten (10) working days to enable the Committee to contact him/her and determine whether he/she wishes to bid. His/Her bid will be accepted if received within the extended period. Any employee may indicate his/her bid in writing for use at the meeting.

The bidding procedures provided above shall not apply to the selection of Head Custodian, Head Cook, and Maintenance Person which shall be by interview as set forth below.

SECTION 2. Bargaining unit positions will be filled pursuant to the following:

- A. Application to fill regular full-time openings from part-time applicants or applicants who have no seniority in the department will not be considered unless there are no full-time applicants.
- B. When applications (with the exception of Section C - Head Custodians, Head Cook, and Maintenance Person)

within classification are made by employees, the position shall be awarded to the most senior applicant meeting the qualifications as set forth in the job description. Informational interviews may be required.

- C. Head Custodian, Head Cook, and Maintenance Person positions will be filled by the most senior qualified applicant.

In the event of promotion or transfer to a position with a job description differing from the job description of the position currently held in the department, the employee shall be given a seventy (70) work-day trial period in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to the Employer's standards on the job.

If the employee is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

The trial period shall be waived when a head custodian, head cook, or maintenance person returns to a lower classification.

Following the selection, all related transfers shall be considered temporary until the employee completes his/her probationary period. At that time, the transfer will be made permanent. Should the employee return to his/her previous position pursuant to the provisions above, all affected employees will return to their prior positions and the position will be reposted.

- D. Employees interested in the Head Cook, Head Custodian, or Maintenance Person positions should declare their possible interest in writing to their supervisors in advance of a vacancy so they may be observed. A training program and period of time may be provided for employees indicating interest in these positions.

- E. In determining "most senior qualified" in Section C above, the following shall be used to determine "qualified":
1. Qualifications as set forth in the appropriate job description in Appendix B.
 2. Recommendations from past and present supervisors and building administrators.
 3. Peer recommendations may be sought.
 4. Evaluations.
 5. Recommendations of the Selection Committee.
- F. A Selection Committee composed of two administrators, and two peers selected by the Union, will make recommendations to the Superintendent in the filling of vacancies for Head Custodian, Head Cook, and Maintenance Person.
- The Selection Committee and/or Superintendent may require interviews and/or seek peer recommendations.
- An explanation will be provided to the most senior applicant if he or she is not determined to be qualified.
- G. Any grievance concerning such selection shall start at the level of the Assistant Superintendent of Fiscal Affairs.

SECTION 3. Employees who are promoted to a higher classification, or part-time employees who become full-time employees, shall retain the seniority previously acquired and have such applied to their seniority in the new classification or full-time category.

SECTION 4. Transfers Out Of, and In To Unit: If an employee is transferred by the Employer, on a regular and permanent basis, to a position not included in the bargaining unit, his/her seniority in the unit shall continue to accumulate for a period of one year thereafter, after which he/she will retain but not accumulate seniority in the unit. During said one year period only, he/she shall be entitled to receive all fringe benefits

provided for in this Agreement. If, at any time after such transfer he/she shall be transferred back into the unit, he/she shall have such seniority as he/she has accumulated and/or retained and will be returned to his/her prior classification in the unit.

- A. Provided, however, that such transfers which are specified at the date of transfer, to be for a period of less than one year, shall be considered as temporary, shall be made and/or continued only with the consent of the employee, and will not prejudice his status within the bargaining unit.
- B. Provided further that if the transfer out of the unit is not of the employee's volition, his/her seniority in the unit will continue to accumulate indefinitely. During the first year after such transfer, his/her fringe benefits will continue at not less than the levels provided in this Agreement. If the employee returns to the unit, he/she will do so with accumulated seniority and shall, thereafter, be entitled to those benefits to which such seniority may entitle him/her.

SECTION 5.

Temporary Filling of Bus Driver Position:

When it is known that a bus driver will be absent for over thirty (30) work days, other interested bus drivers will be given an opportunity to bid on the position based on their seniority. A notice of the temporary opening and the time for a bid meeting will be posted for two (2) work days. Interested drivers must be present at the meeting or have their bids submitted to the supervisor in advance of the meeting to be eligible to bid. There will be no compensation for such bid meetings. This selection process will not be grievable. This process will not apply to special education runs.

When one bus driver is temporarily reassigned to fill the position of another bus driver who will be absent from work for over thirty (30) work days, her/his position shall also be open to bid from other drivers at the bid meeting pursuant to the above. This bidding and temporary reassignment shall continue during the bid meeting until there is a remaining temporary opening which shall be filled with a substitute.

SECTION 6.

Temporary Filling of Head Cook and Cook Positions:

When a head cook or regular cook is absent from work, another cook in the building who is qualified will be temporarily reassigned by the supervisor to that head cook or regular cook position. This reassignment process shall continue among cooks within the building until there is a vacancy which will be filled with a substitute. Over the year, extra time will be spread equally, so far as possible, among all the qualified cooks (except head cook) in the building.

If no qualified cook in the building wants to be assigned to the head cook or regular cook position(s), and the head cook or regular cook in those positions will be absent for at least thirty (30) work days, interested and qualified cooks from other buildings (except head cooks) will be given an opportunity to bid on the position(s) based on their seniority. A notice of the temporary opening and the time for a bid meeting will be posted for two (2) work days. Interested cooks must be present at the meeting or have their bids submitted to the supervisor in advance to be eligible to bid. There will be no compensation for such bid meetings. This selection process will not be grievable.

When one cook is temporarily reassigned to fill the position of another cook who will be absent from work for over thirty (30) work days, her/his position shall also be open to bid from other cooks at the bid meeting pursuant to the above paragraph. This bidding and temporary reassignment shall continue during the bid meeting until there is a remaining temporary opening which shall be filled with a substitute.

Although substitute cooks will be rotated among buildings, experienced long-term substitutes will be assigned by the Food Service Supervisor for the duration of the long term absence.

SECTION 7.

Temporary Filling of Head Custodian and Custodian Positions:

When a head custodian or regular custodian is absent from work, another custodian in the building who is qualified will be temporarily reassigned to the head custodian or regular custodian position. This reassignment process will continue among custodians within the building until there is a vacancy which will be filled with a substitute. These temporary

reassignments shall be voluntary and based on greatest seniority among qualified custodians to the extent feasible.

If no qualified custodian in the building wants to be assigned to the head custodian or regular custodian positions(s), and the head custodian or regular custodian in those positions will be absent for at least thirty (30) work days, interested and qualified custodians from other buildings (except head custodians) will be given an opportunity to bid on the position(s) based on their seniority. A notice of the temporary opening and the time for a bid meeting will be posted for two (2) work days. Interested custodians must be present at the meeting or have their bids submitted to the supervisor in advance to be eligible to bid. There will be no compensation for such bid meetings. This selection process will not be grievable.

When one custodian is temporarily reassigned to fill the position of another custodian who will be absent from work for over thirty (30) work days, his/her position shall also be open to bid from other custodians at the bid meeting pursuant to the above paragraph. This bidding and temporary reassignment shall continue during the bid meeting until there is a remaining temporary opening which shall be filled with a substitute.

ARTICLE X - REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- SECTION 1. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds or due to a decline in student enrollment.
- SECTION 2. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least twenty (20) working days prior to the effective date of the layoff. The term "working days" as used herein shall mean all days Monday through Friday except days when the central office is closed, such as holidays.
- SECTION 3. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees, all part-time employees, then the least senior full-time employees.

In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant position.

SECTION 4.

A. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position within their current classification, or be afforded the right to a position of lesser classification which is held by an employee with the least seniority.

1. A custodian who has been reduced to a lower classification due to a reduction in work force will have the right to assume the next vacancy in the classification he/she was reduced from.

B. Custodial classifications are as follows for layoff language:

1. Head Custodian I - High School

2. Head Custodians - Central, Middle School, High School Head Custodian II, Siple, Gates, Thomson, Hill

3. Maintenance - High School

4. Custodian

C. Cafeteria Personnel Classifications:

1. Head Cook - High School

2. Head Cook - Middle School and all elementaries

3. Cooks

SECTION 5.

Every effort will be made to continue to employ full-time persons; however, it may be necessary, due to a decline of student enrollment or financial difficulties, to reduce persons to less than full-time positions. In the event a reduction in work hours of an employee appears probable, a meeting will be held with the Union and the administration prior to any such reduction. The specific reasons for the reduction will be

discussed and alternatives will be sought. The administration will do everything they can to avoid reducing an employee's hours to an amount less than those required to maintain regular full-time employment status. In the event of a reduction in the work hours in a classification, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification seniority than the employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the Employer gives ten (10) work-day written notice to the affected employee(s). If a full-time employee is reduced to less than four (4) hours, the Employer will continue fringe benefits for sixty (60) days after the effective date of the reduction of hours. After the conclusion of the sixty (60) days, the employer will continue to pay fifty percent (50%) of the fringe benefit cost through August 31. The Employer will pay the fifty percent (50%) if the employee elected to continue the fringe benefits.

SECTION 6. A laid-off employee may, upon application, be given preference for substitute work. Laid-off employees shall have all existing fringe benefits paid by the Board for a period of sixty (60) days after the effective day of layoff. Thereafter, their health, dental, and life insurance benefits may be continued by paying the regular monthly per subscriber group rate premium for such benefits to the Employer as permitted by the insurance carrier.

SECTION 7. Laid-off employees shall be recalled in reverse order of layoff to any position within the classification or lesser classification they were in prior to their layoff.

SECTION 8. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employee's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An

employee who declines recall to perform work for which he/she is qualified shall be deemed to voluntary quit.

SECTION 9. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.

SECTION 10. The Employer will pay the cost of required tests, examinations, fees, and other job-related costs for laid-off employees who are recalled to work.

ARTICLE XI - HOLIDAYS

SECTION 1. All full-time year around employees shall be entitled to the following holidays without loss of pay:

- A. Independence Day
- B. Labor Day
- C. Thanksgiving Day
- D. Day After Thanksgiving
- E. Christmas Eve
- F. Christmas Day
- G. New Year's Eve
- H. New Year's Day
- I. Good Friday
- J. Memorial Day

Whenever any of these holidays falls on Sunday, the following Monday shall be considered the designated holiday.

SECTION 2. When any of the above holidays falls on Saturday, said employees shall be given a day off with pay at a time which does not interfere with operations, provided that the Employer may, by mutual agreement with the employee, pay an employee for such time rather than grant a day off.

SECTION 3. In order to be eligible for holiday pay, all employees must work the last full scheduled day before, and the first full scheduled day after a holiday, unless their absence is specifically excused. The employee will get holiday pay for legitimate sick days and pre-approved dock days before and

after a holiday. A doctor's excuse may be required but will not be routinely required.

SECTION 4.

All regular full-time employees in the Cafeteria Group and the Transportation Group shall be entitled to the following holidays without loss of pay if such days fall within their scheduled work year:

- A. Labor Day
- B. Thanksgiving Day
- C. Day After Thanksgiving
- D. Christmas Eve
- E. Christmas Day
- F. New Year's Day
- G. Memorial Day
- H. New Year's Eve Day
- I. Good Friday Starting 1992-93

SECTION 5.

State law currently requires the Board to make up "Act of God" days. As long as the current law remains in effect, the Board shall be entitled to reschedule any days lost which cannot be counted for full State Aid. Should the law be changed, cooks and bus drivers shall be subject to the same adjustments that apply to teachers.

All custodial personnel shall make every effort to report for work on days when schools are closed. In the event that a custodian cannot arrive at work at his regular scheduled starting time, he/she shall arrive at work as soon as possible. If the custodian is unable to report to work, he/she may use either a personal day, vacation day, or a dock day or make up the day on the Saturday following the day missed. If the district notifies a custodian that his/her services are not necessary on a day that school is closed, the custodian will not suffer any loss of pay.

In the event school is cancelled at a time that does not allow for adequate notice of cancellation for cooks and bus drivers, those reporting shall be paid for a minimum of one hour based on the cook's regular hourly rate and the bus driver's extra run rate. If the partial day worked counts for full State Aid, cooks and bus drivers will receive a full day's pay.

SECTION 6.

On student half-days, cooks are to report to work.

ARTICLE XII - VACATIONS

SECTION 1. All regular full-time and year round Custodians shall receive vacation days as follows:

After 1 full year - 5 days
After 2 full years - 10 days
After 6 full years - 11 days
After 7 full years - 12 days
After 8 full years - 13 days
After 9 full years - 14 days
After 10 full years - 15 days
After 12 full years - 16 days
After 14 full years - 17 days
After 16 full years - 18 days
After 18 full years - 19 days
After 20 full years - 20 days

SECTION 2. Custodians who work on a 12 month basis, but less than forty (40) hours average per week, shall receive pro-rate vacation. Employees with accumulated dock days (when dock days absent are enough to equal one (1) day of vacation) will have vacation days pro-rated. MSL/LTD will not be considered as dock time.

SECTION 3. Eligibility for said vacation shall be in accordance with length of employment as of the employee's anniversary date of hire.

SECTION 4. Bus drivers who have been employed for one full year and drive a minimum of 210 days in any one year shall receive one (1) week vacation with pay, and drivers that are on a 230-day schedule shall receive two (2) weeks of vacation with pay. Their vacation pay will be based on their average weekly pay for that year.

SECTION 5. Vacations shall be scheduled with the consent of the Employer and taken during the time school is not in session for students, except employees with less than ten (10) years of service may take up to five (5) days, but not more than three (3) consecutive days, during the school year. Employees with ten (10) or more years of service may take up to eight (8) days, but not more than five (5) consecutive days, during the school year. Should an employee be denied a vacation request, they may appeal any denial to the Assistant Superintendent for

Fiscal Affairs. The appeal should be made within five (5) working days.

SECTION 6. Any employee entitled to vacation during the year, who has left the employment of the Employer during such year, shall be entitled to payment of said pro-rate amount provided that he/she has given appropriate two-weeks notice or the Employer has agreed to waive such notice.

ARTICLE XIII - INSURANCE PROTECTION

The following insurance protection and options are provided to regular full-time employees who sign up in the business office as follows:

All employees as of September 1, 1994 will be grandfathered at present fringe levels. For employees hired after 9/1/94 coverage will be available only to full-time employees (Custodians--8 hours, Cooks--5 hours, Drivers--4 runs). Coverage after September 1, 1994 provided: 1st year--Single person only, 2nd year--2 person coverage, 3rd year Full family coverage. Employees can purchase additional coverage in the first and second years.

SECTION 1. The Board shall provide group life insurance protection in the amount of \$30,000 that will be paid to the employee's designated beneficiary. Said policy shall include AD & D and waiver of premium coverage.

SECTION 2. A. The Board shall provide, without cost to the employee, MESSA's Super Care I protection for a full twelve-month period for the employee and his/her eligible dependents effective September 1, 1991. MESSA-Care and Medicare premiums will be paid on behalf of the employee, spouse, and/or dependents eligible for Medicare.

The employee shall be responsible for their total deductible.

EXCEPTIONS:

- 1) One spouse shall be eligible when both work for the school.
- 2) The spouse employed by the school shall be

ineligible when the other is covered by a policy of some other employer.

- B. A list of options in lieu of health insurance is available at the business office.

Option amounts are as follows:

Transportation Group	\$30.00 per month
Custodial Group	\$40.00 per month
Cafeteria Group	\$36.50 per month

SECTION 3. The Board shall provide MESSA Delta Dental Care Group 6073-003 with \$1500 orthodontic coverage or its equivalent and it may be a self-insured dental plan.

If the employee is eligible for other group dental care, either through a spouse or themselves, either within or outside the bargaining unit, he/she shall so inform the business office in writing and MESSA Delta Dental Group 6073-002 will be provided. Benefits will be coordinated up to 100% of the dental charge. If the plan of the employee's spouse is less than the Delta Dental Group 6073-002 or if the spouse's plan will not coordinate benefits, the employee may choose either plan. If there is a cost savings to the district, Coordination of Benefit Credit may be utilized.

SECTION 4. The Board shall provide MESSA Vision Care Plan VSP-3 including internal and external coordination of benefits (COB), or a plan with equal specifications and coverage.

SECTION 5. The Board shall allow the MEA Tax-Deferred annuity plan through salary reduction pursuant to section 403(b) of the Internal Revenue Code of 1954, as amended.

SECTION 6. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for a full twelve (12) month period even through the bargaining unit member may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Union and insurance company representative, including opportunities for summer pre-

enrollment and fall open enrollment.

When necessary, premiums on behalf of the bargaining unit members shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amount of subsidy, the school board will be responsible for providing insurance information, including applications, claim materials, and enrollment meetings for the above mentioned programs.

SECTION 7. Payroll deduction shall be available for all current MESSA, MESPA, and MEA programs.

ARTICLE XIV - LEAVES

SECTION 1. Sick Leave:

- A.
 1. Each 10 month employee shall be credited with ten (10) sick leave days at the beginning of each school year. Each 12 month employee shall be credited with eleven (11) sick days for 1994/95 and twelve (12) sick days thereafter. These days may not be used during the probationary period. Unused sick days may accumulate to sixty (60) days to be used as run-off time only in conjunction with the managed sick leave program.
 2. The employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee.
- B. The Board shall provide long term disability benefits of 66 2/3% of regular pay starting on the 31st calendar day of disability.
- C. The Board of Education agrees to provide the LTD insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policy holder.
- D.
 1. Employees who have accumulated sick leave days on June 30, 1974, shall freeze these days.

These may be used as run-off days in conjunction with the LTD program, thereby reducing their accumulated sick leave, provided that there is no reinsuring benefit available.

2. Employees with five (5) or more years of employment as of June 30, 1974, shall upon retirement, resignation or in case of death, the beneficiary, be paid for all days not used in runoff, at the rate of pay as of June 30, 1974.
- E. A Sick Leave Inventory Committee (SLIC) will be established with a composition of at least three (3) administrators and three (3) Union members. The SLIC shall report to the CMC and operate under CMC consensus procedures. The function of the committee shall be to oversee the utilization of sick leave in the areas where it is difficult to receive medical verification from the employee. Decisions made by the Sick Leave Inventory Committee shall be final and binding on all parties.
- F. The pay for such absences in A-1 above shall be at the employee's regular hourly or run rate for the number of hours or runs per day he/she would otherwise have worked.
- G. In the event of an employee being absent on a given day due to illness, the following shall be contacted at least one hour prior to the beginning of the employee's scheduled work day:
1. Cook - Head Cooks
 2. Bus Drivers - Transportation Supervisor
 3. Custodians - Business Office

SECTION 2. Unpaid Leaves of Absence:

Unpaid leaves of absence for legitimate reasons may be granted for reasonable periods, not to exceed one (1) year. Seniority will not be lost but will not accumulate during unpaid leaves of absence which extend longer than one (1) month.

Seniority shall continue when unpaid leave of absence is due to illness in the employee's immediate family. Such leaves will be without pay, and existing fringe benefits will be paid by the employee for the length of the leave.

In order to permit a person to return to employment prior to the expiration date of leave, such positions will be filled in the following manner:

- A. A regular employee of that group classification will be placed in the position vacant because of the leave and the regular employee's position will be filled by a substitute, or
- B. A substitute will be employed for the person on leave if no regular employee is placed in the position vacant because of the leave.
- C. In the case of a regular bus driver taking a leave of absence of two (2) weeks or less a substitute driver will be employed for regular runs only. Shuttle runs and kindergarten runs shall be assigned, where possible, to regular drivers during the leave of absence.

SECTION 3.

Personal/Business Leave:

All regular employees shall be granted two (2) days personal/business leave per year without loss of pay for use as personal/business days. The scheduling of such personal/business days shall be subject to necessities of scheduling and efficient operation and shall not be taken in connection with vacation time. Employees may elect whether to request a personal/business day or a dock day.

Any employee who has not used his/her personal/business days during the year shall be paid for such unused days. The personal/business days may not accumulate.

In the event an employee shall leave his/her position at the end of 1/2 year of employment and has used the two (2) days allocated for the year, one (1) day's salary shall be deducted from the last check.

SECTION 4.

Bereavement Leave:

Up to three (3) days per year without loss of pay shall be granted to each employee for attendance at funerals. The assistant superintendent may, under extenuating circumstances, grant additional bereavement days.

SECTION 5.

Jury Duty:

An employee called to jury duty shall continue to receive full pay for straight time hours and benefits from the district contingent on the employee turning over the jury duty fee to the district for days absent from work.

Employees who have been discharged from jury service during the day must return to work within a reasonable time after being released by the court, to complete the balance, if any, of the employee's normal work period. Jury duty does not include interview and screening days unless compelled by the jury commission to report during the employee's normal working hours.

A leave of absence with pay will be granted to an employee who is subpoenaed as a witness, provided that the legal action is not instigated by or on behalf of the employee or union against the employer. If a witness fee is paid to the employee for work days, the employee shall turn over the fee to the district to receive full pay.

A leave of absence without pay will be granted to an employee who is a witness or participant in legal action against the Board commenced by the employee and/or MESPA/MEA.

SECTION 6.

Union Position Leave:

Employees elected to a Union position or selected by the Union, not to exceed one at any one time, to do work which takes them from their employment with the Employer, shall, upon written request from the Union stating the purpose of the leave, receive temporary leaves of absence without pay for periods of not less than three (3) months nor more than two (2) years, renewable by mutual agreement at the end of the initial leave and, upon their return, shall be reemployed with accumulated seniority.

SECTION 7. Conference or Convention Leave:

Employees, not exceeding two at any one time, selected by the Union to attend a convention of the state organization or a Union conducted educational conference, not exceeding one (1) week in duration, shall be allowed time off, without pay, to attend such conferences and/or conventions. The two people selected shall not be from the same Group Classification.

SECTION 8. Child Care Leave:

Up to one (1) year leave of absence without pay shall be granted for the purpose of child care. Such leaves will be granted under the following conditions:

- A. In the case of a newborn child of the employee involved.
- B. In the case of crippling or terminal accidents or illnesses of the child of the employee involved.
- C. In the case of a newly adopted child of the employee involved.

SECTION 9. A. Long Term Sick Leave:

Upon placement of managed sick leave, or on the exhaustion of personal sick days for employees not eligible for managed sick leave, or upon placement on workers' compensation, sick/disabled employees shall be placed on long term unpaid sick leave for the duration of the verifiable disability up to the remainder of the current school year (June 30) plus two subsequent school years.

The continuation of LTD shall be dependent on eligibility with the carrier and not upon the employee's employment status with the district.

When an employee is on a leave of absence for illness (short term per Section 1 or long term per this Section), the Board of Education shall continue to pay for all existing fringe benefits for a period of ninety (90)

calendar days, during which time the employee shall make arrangements to pay for all fringe benefits he/she wishes to keep in effect beyond this ninety (90) day period.

Seniority shall continue to accrue during the long-term sick leave.

Cooks and custodians shall have the right to return to their former positions for one calendar year from commencement of the illness/disability.

Bus drivers shall have the right to return to their most recently selected positions for one calendar year from commencement of the illness/disability. If the end of one calendar year for bus drivers is during an academic school year, they shall have the right to return to their most recently selected position until the end of that school year.

After one calendar year while still on leave, the employee shall have the right to return and to bump into a position within his/her former sub-classification (as identified in Appendix A.). The employee shall have the right to bump into a position held by the employee with the least seniority working in that sub-classification with the same number of bus runs.

- B. The employee will pay his/her union dues out of pocket until he/she returns to work or leaves the employment of the Board of Education.

SECTION 10. Work Injuries and Workers' Compensation:

All work related injuries or illnesses shall be immediately reported to the immediate supervisor. Workers' compensation will be the exclusive remedy for any work related injury or disability, provided workers' compensation is available.

In the event workers' compensation is challenged by the district and/or the carrier, other remedies shall not be denied during pendency of the challenge. If other remedies than workers' compensation are available and paid, any amounts

paid shall be deducted from any overlapping workers' compensation pay subsequently paid.

SECTION 11. Dock Days:

Dock days are unpaid days of absence not covered by other sections of this article. The use of more than two docked days per fiscal year may subject the employee to any or all of the following measures as appropriate:

- A. Counseling by supervisor
- B. Medical verification by employee's doctor
- C. Medical verification by employer's doctor
- D. District approved medical counseling and/or treatment
- E. Penalty in wages — 50% of one day's wages per day
- F. Prorated loss of benefits
- G. Loss of seniority
- H. Discipline or discharge.

ARTICLE XV - HOURS OF EMPLOYMENT

- SECTION 1.
- A. The regular schedule for custodians will be forty (40) hours of work per week. Custodians who are required to work in excess of eight (8) hours per day or forty (40) hours per week will be paid time and one-half for all such hours. Overtime will be divided equally, so far as possible, among the non-probationary employees of the building in which they work, provided the person meets all the qualifications of the job and within their classification. An overtime list will be posted on the bulletin board in each building showing the hours each employee has worked or refused to work.
 - B. Custodians required or requested to work on Saturday, Sunday, or holidays shall be compensated at a rate one and one-half times their regular hourly rate.

- C. Head custodians who are required to check buildings on days when school is closed shall be compensated at time and one-half for time spent on the job. They shall be paid for a minimum of one hour each day for elementary buildings, one and one-quarter hours for the middle school and one and one-half hours for the high school.

SECTION 2. Cooks who are required to work in excess of seven (7) hours per day or thirty-five (35) hours per week will be paid time and one-half for all such "overtime" hours. Scheduled hours will reflect a thirty (30) minute lunch break. So far as possible "overtime" and "extra hours" will be divided equally over the year among the qualified cooks (including head cook) of the building. "Extra hours" is time above an employee's regularly scheduled work day up to "overtime".

SECTION 3. Custodians or cooks called back to work after completion of their regular shift or at times other than their regular shift shall be given a minimum of three hours work or pay, at time and one-half.

- A. The above guarantee of three hours work shall be applicable only when there is an actual callback. In all other cases, the provisions of Section 1 and 2 above shall apply.

SECTION 4. The overtime provisions of this article apply to bus drivers as follows:

- A. One run will equal one hour for purposes of overtime calculation. Any hours over forty (40) per week shall be compensated at the rate of time and one-half.
- B. No driver shall be assigned work beyond forty (40) hours in a single week unless all other drivers shall have had an opportunity to acquire forty (40) hours of work in the week first.

SECTION 5. All full-time custodians and five to seven hour cooks shall be entitled to two coffee breaks, each of fifteen (15) minutes duration. Four hour cooks shall be entitled to one coffee break of fifteen (15) minutes duration. All breaks will be at times specified by their supervisors. Custodial employees, however, may, if such practice is uniform in their respective buildings,

take one coffee break of thirty (30) minutes duration at a regular time specified by their supervisor. All such breaks will be taken within the building in which the employee works. The times of such breaks will not be changed except in unusual circumstances, in which case the coffee break will be taken as soon as circumstances permit. Coffee breaks may be taken in the school lounge, if so desired.

SECTION 6.

If the number of meals per hour per cook goes to 22 to 1 for ten (10) days or more, that building shall get at least one extra hour of work per day for one (1) month [twenty (20) work days]. If the ratio stays up, the extra hour will be continued; if the ratio goes down, the extra hour may be reduced.

This ratio will be reviewed and evaluated and brought back to C.M.C. at the end of the first and second semesters.

The ratio numbers will be provided to C.M.C. on a regular basis.

ARTICLE XVI - BUS DRIVERS

SECTION 1.

The drivers' lounge will be open during times the Supervisor of Transportation is present. During this time, bus drivers can make use of the telephone for local calls. In the event of special bus runs necessitating access to the drivers' lounge at irregular hours, the key may be obtained from the Supervisor of Transportation.

SECTION 2.

When existing bus runs become open or new runs are created, the time schedule and mileage will be posted on the bulletin board in the drivers' lounge for five (5) working days during which time applications will be accepted in writing. The award of any such run shall be on the basis as stated in Section 2 of Article IX.

SECTION 3.

- A. Custodial personnel, bus supervisor, and teachers may drive buses only in emergencies. Emergencies shall mean "situations where regular or substitute drivers are unavailable and cannot be reached by phone and/or radio."
- B. Pupils may be transported in a private vehicle if no more than seven (7) students and one (1) vehicle are involved

per event.

- C. The Board may continue the current practice of infrequently transporting pupils by private busses paid for by parents or private groups, such as the Flint Institute of Arts.

SECTION 4. Bus driving which involves special education pupils shall not be considered as regular runs. The Employer reserves the right within its full discretion to select the driver from the current seniority register whom it deems best suited to handle such runs.

SECTION 5. All other runs not specifically set forth or covered above will be assigned in as fair and equitable a manner as possible and in accordance with the following:

- A. Extra runs, or special runs, shall be posted on the bus drivers' bulletin board, until 9:00 a.m. Of all volunteers, selection will be on the basis of lowest hours first.
- B. A complete list of bus drivers will be posted, on the basis of seniority, regardless of the number of runs then assigned to each driver. This list shall be updated weekly.
- C. Each driver will be given the opportunity to accept or reject extra runs, even though the run may come at a time when he/she would otherwise be driving a regular run. If he/she accepts the extra run, a substitute will be hired to take the regular run. This procedure will apply to the entire list of drivers, regardless of number of hours involved in each trip, except that:
 - 1. Extra runs of one hour or less will not be picked in this manner, and the time involved on such runs will not be charged to the driver whether or not he/she accepts or rejects the run.
 - 2. When extra runs become available on later occasions, the driver with the fewest hours

charged against him/her, in order of seniority, will be offered the extra run.

3. The steward representing the bus drivers shall receive a copy of all charged extra runs showing name of driver, date, destination, and number of hours spent on the extra run.

SECTION 6. Shuttle Runs: Those runs that pick up students at one building within the Davison District and transport them to another location within the Davison District. Shuttle runs may involve (1) picking up and/or dropping off 1-2 students at their homes, and (2) dropping and/or picking up students as a group at such places as parks and farms within the Davison District.

- A. Driver, to be eligible, must arrive at outlying school by dismissal time of that school so as not to delay other drivers.
- B. Seniority will prevail, provided the provisions are met in subsections (A) above.
- C. When a regular shuttle run driver cannot drive his/her shuttle run, or there is an extra shuttle run on a given day, that shuttle run or runs shall be made available to those drivers who are available to take the shuttle run, and who don't already have a shuttle run, on a seniority basis, when it is feasible to do so in a timely manner as determined by the transportation supervisor.

SECTION 7. A combination shuttle run is where a driver picks up students at one Davison school and transports them to another Davison school with one or two pick ups or drop offs in between.

SECTION 8. The Board shall provide two external vacuum cleaners selected by the Board for cleaning of the busses.

SECTION 9. The Employer shall provide, or have provided, fuel-proof gloves for use by drivers in fueling their busses.

SECTION 10. A bus driver who is laid off and who is paid unemployment compensation benefits during the summer, and who is recalled to a position prior to the start of school, or other mutually acceptable date, will be paid for the next school year an annual

rate such that the bus driver's unemployment compensation plus that annual rate will be equal to the rate of the pay the bus driver would have earned for the school year had the bus driver not been laid off.

SECTION 11. During the 1994-95 school year, the Board may pilot a program for one sport each season where athletes may be dropped at the events and not returned by District buses. The pilot will include a minimum of 2 hours pay at the extra run rate. One way drops will be so designated when they are posted. CMC will evaluate the pilot program after the 1994-95 school year and determine the future of such one way transportation.

ARTICLE XVII - COOKS

SECTION 1. Catering shall be according to the following:

- A. Regular caterer pay \$5.35 per hour, leader \$5.85 per hour.
- B. Voluntary--all catering shall be voluntary.
- C. Rotated--high seniority, low hours.
- D. Work being done at current contract rate will continue at that rate.
- E. Catering leader is responsible to see that all food is prepared, and that food and equipment is returned, put away and all areas cleaned up at the high school.
- F. Catering will not reduce the number of hours of the regular food service work.

SECTION 2. If the number of meals per hour per cook goes to 22 to 1 for ten (10) days or more, that building shall get at least one extra hour or work per day for one (1) month (twenty (20) work days). If the ratio stays up, the extra hour will be continued; if the ratio goes down, the extra hour may be reduced.

This ratio will be reviewed and evaluated and brought back to C.M.C. at the end of the first and second semesters.

The ratio numbers will be provided to C.M.C. on a regular basis.

SECTION 3. Every 3 breakfasts will count as 2 lunches for the MPH formula until we receive State guidelines.

SECTION 4. Education Guidelines for Prospective Food Managers

All interested persons desiring to become a food manager must complete the required classes to be fully certified by the State of Michigan beginning with the 1994/95 school year.

All present managers will be grandparented into the program.

The food service program will pay for the classes for certification.

SECTION 5. Leave the current bidding procedure unchanged, except bid all 2½ hour or less positions at the beginning of the year on opening kitchen day and when they become vacant throughout the year.

SECTION 6. Work on student half days is optional for employees hired prior to 9/1/94. Employees hired after 9/1/94 shall not have the option of electing to work on half days. The district retains the right to require employees to work on half days on the basis of reverse seniority.

SECTION 7. No one other than cooks can use the kitchen except as provided for in administrative guidelines.

ARTICLE XVIII - RATES OF PAY

SECTION 1. Rates of pay for each classification shall be set forth in Appendix A attached hereto and made a part hereof. Appendix A is subject to the unemployment compensation provisions of Article XVI, Section 10.

SECTION 2. When a new job is created which cannot properly be placed in an existing classification, the Employer, upon determining the qualifications and duties thereof, shall post the same upon the bulletin board and establish a rate thereof. If the Union desires to negotiate concerning the rate so established, it shall notify the Employer of that fact within five (5) working days after such posting, and the parties will arrange a meeting on the matter; otherwise, the rate shall become permanent for the duration of this Agreement.

SECTION 3. Whenever an employee is required by the Employer to work in

a higher rated classification within the bargaining unit, compensation will be paid for all hours worked in such capacity at the starting rate of the higher classification unless his own rate exceeds such starting rate, in which case he will be paid at the rate in the higher classification which is next higher than his own rate.

SECTION 4. No one will be paid more than their regular daily wages for a snow/emergency day.

ARTICLE XIX - MISCELLANEOUS

SECTION 1. Summer Jobs: The Employer will notify the local president or other person designated by the Union as to the existence of all summer job openings on non-professional work, but the awarding of non-bargaining unit work will not be subject to the grievance procedure. However, preference will be given to unit employees as to all extra custodial work during the summer.

SECTION 2. Supplemental Agreements: The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees, that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Provided, however, that if the parties shall hereafter mutually agree to vary this Agreement it may be done by a supplemental written agreement, subject to ratification by the parties.

SECTION 3. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after it is signed, and shall be presented to all bargaining unit members now employed, or hereafter employed, by the Board. The Union shall be provided with twenty (20) copies, at no charge to it, for its use.

- SECTION 4. Employees shall not be responsible for the discipline or supervision of detention students.
- SECTION 5. Each employee and his/her spouse is entitled to one (1) pass to all home athletic contests.
- SECTION 6. Use of Alcohol/Controlled Substances and Treatment: The use of intoxicating liquors or controlled substances during working hours, drinking alcoholic beverages or using controlled substances on school property, or being under the influence of intoxicants or controlled substances on school property or during working hours is strictly forbidden. Controlled substances are those set forth in the Michigan Controlled Substances Act and are commonly called illegal or street drugs. These include, but are not limited to, cocaine, marijuana, and heroin.
- Failure to comply with these regulations shall subject the employee to penalty of indefinite suspension or dismissal from the employment of the Board of Education. The Board, however, may choose not to suspend or dismiss if the employee becomes involved in a program designed to correct substance abuse.
- SECTION 7. At the beginning of each school year, custodians, within their own buildings, may select by virtue of seniority, the areas in which they will work. The size and the locations of these areas will be equitable, and be determined by the Building Principal after consultation with the Head Custodian of the building. The Building Principal, again with consultation with the Head Custodian, may make changes in assignments when deemed necessary.
- SECTION 8. The Employer shall provide for each building approved first aid kits and protective eye shields as needed.
- SECTION 9. Inservice Training: Two (2) bargaining unit members from each of the three (3) departments and such administrators as the Board may designate will jointly meet to discuss possible inservice programs which may be beneficial to the employees and the school district.

SECTION 10. Custodial Evaluations:

- A. Custodians shall be evaluated once each year. This does not include the probationary evaluations.
- B. All evaluations shall be upon the official form approved by the Board of Education.
- C. The evaluation shall be conducted by the building principal or his/her designee.
- D. A copy of the evaluation shall be given to the employee who may, within five (5) working days hereafter, respond to the evaluation in writing. Such response will be attached to the evaluation in his/her personnel file.

ARTICLE XX - SAVINGS CLAUSE

SECTION 1.

If any article or section of this contract or if any riders thereto should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with it, or enforcement of it, has been restrained, shall not be affected thereby. In the event that any article or section is held invalid, or enforcement thereof, or compliance therewith, has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

**APPENDIX A - RATES
1994-95 CUSTODIAN 2.9% INCREASE**

PRESENT EMPLOYEES		NEW EMPLOYEES												
		STEP 1 94-95	STEP 2 94-95	STEP 3 94-95	STEP 4 94-95	STEP 5 94-95	STEP 6 94-95	STEP 7 94-95	STEP 8 94-95	STEP 9 94-95				
CUSTODIANS	START													
	END PROBATION	12.3546	12.7129											
	1 YEAR	12.4909	12.8529											
	2 YEAR	12.6164	12.9822	10.6331	10.6331	11.1331	11.6331	12.1331	12.6331	13.1331				
	12.762	13.133												
HEAD CUSTODIAN: SIPLER, THOMSON, HILL	START													
	END PROBATION	13.1608	13.5425											
	1 YEAR	13.2969	13.6825	10.9088	10.9088	11.4088	12.4088	13.4088	13.9088					
	2 YEAR	13.4330	13.8226											
	13.5168	13.9088												
HEAD CUSTODIAN: CENTRAL, GATES	START													
	END PROBATION	13.4330	13.8226											
	1 YEAR	13.6591	13.9626	11.2535	11.7535	12.2535	12.7535	13.2535	13.7535	14.2535				
	2 YEAR	13.7785	14.1781											
	13.8518	14.2535												
HEAD CUSTODIAN: MIDDLE SCHOOL (+.10)	START													
	END PROBATION	13.4330	13.9226											
	1 YEAR	13.5691	14.0626	11.3535	11.8535	12.3535	12.8535	13.3535	13.8535	14.3535				
	2 YEAR	13.7785	14.2781											
	13.8518	14.3535												
HEAD CUSTODIAN: HIGH SCHOOL	START													
	END PROBATION	13.7366	14.1350											
	1 YEAR	13.8623	14.2643	11.0552	12.0552	12.5552	13.0552	14.0552	14.5552					
	2 YEAR	14.0821	14.4905											
	14.1450	14.5552												
BUS LOT AND GROUNDS	START													
	END PROBATION	13.2655	13.6502											
	1 YEAR	13.3911	13.7795	10.5811	11.5811	12.0811	12.5811	13.0811	13.5811	14.0811				
	2 YEAR	13.5377	13.9303											
	13.6843	14.0811												
MAINTENANCE PERSON	START													
	END PROBATION	13.1189	13.4994											
	1 YEAR	13.2341	13.6179	10.4088	11.4088	11.9088	12.4088	12.9088	13.4088	13.9088				
	2 YEAR	13.3807	13.7687											
	13.5168	13.9088												

1995-1996 CUSTODIAN 2.95% INCREASE

PRESENT EMPLOYEES			NEW EMPLOYEES								
	2.9% 94-95	2.95% 95-96	STEP 1 95-96	STEP 2 95-96	STEP 3 95-96	STEP 4 95-96	STEP 5 95-96	STEP 6 95-96	STEP 7 95-96	STEP 8 95-96	STEP 9 95-96
CUSTODIANS											
START	12.7129	13.0879	8.9899								
END PROBATION	12.8529	13.2321	9.1141								
1 YEAR	12.9822	13.3652		9.9173	10.4320	10.9468	11.4615	11.9763	12.4910	13.0058	13.5205
2 YEAR	13.1331	13.5205									
HEAD CUSTODIAN: SIPLE, THOMSON, HILL											
START	13.5425	13.9420	9.8240								
END PROBATION	13.6825	14.0861	9.9681								
1 YEAR	13.8226	14.2303		10.7159	11.2306	11.7454	12.2601	12.7749	13.2896	13.8044	14.3191
2 YEAR	13.9088	14.3191									
HEAD CUSTODIAN: CENTRAL, GATES											
START	13.8226	14.2303	10.1124								
END PROBATION	13.9626	14.3745	10.2565								
1 YEAR	14.1781	14.5964		11.0707	11.5855	12.1002	12.6150	13.1297	13.6445	14.1592	14.6750
2 YEAR	14.2535	14.6740									
HEAD CUSTODIAN: MIDDLE SCHOOL (+.10)											
START	13.9226	14.3333	10.3269								
END PROBATION	14.0626	14.4774	10.4669								
1 YEAR	14.2781	14.6993		11.2769	11.7769	12.2769	12.7769	13.2769	13.7769	14.2769	14.7769
2 YEAR	14.3535	14.7769									
HEAD CUSTODIAN: HIGH SCHOOL											
START	14.1350	14.5520	10.4340								
END PROBATION	14.2643	14.6851	10.5671								
1 YEAR	14.4905	14.9180		11.3813	11.8961	12.4108	12.9256	13.4403	13.9551	14.4698	14.9846
2 YEAR	14.5552	14.9846									
BUS LOT AND GROUNDS											
START	13.6502	14.0529	9.9349								
END PROBATION	13.7795	14.1860	10.0680								
1 YEAR	13.9303	14.3412		10.8932	11.4080	11.9227	12.4375	12.9522	13.4670	13.9817	14.4965
2 YEAR	14.0811	14.4965									
MAINTENANCE PERSON											
START	13.4994	13.8976	9.7796								
END PROBATION	13.6179	14.0196	9.9016								
1 YEAR	13.7687	14.1749		10.7159	11.2306	11.7454	12.2601	12.7749	13.2896	13.8044	14.3191
2 YEAR	13.9088	14.3191									

1996-1997 CUSTODIAN 3.0% INCREASE

PRESENT EMPLOYEES			NEW EMPLOYEES								
	2.95% 95-96	3.0% 96-97	STEP 1 96-97	STEP 2 96-97	STEP 3 96-97	STEP 4 96-97	STEP 5 96-97	STEP 6 96-97	STEP 7 96-97	STEP 8 96-97	STEP 9 96-97
CUSTODIANS											
START	13.0879	13.4806	9.2390								
END PROBATION	13.2321	13.6291	9.3875								
1 YEAR	13.3652	13.7662	10.2148	10.7450	11.2752	11.8054	12.3356	12.8658	13.3959	13.9261	
2 YEAR	13.5205	13.9261									
HEAD CUSTODIAN: SIPLE, THOMSON, HILL											
START	13.9420	14.3602	10.1187								
END PROBATION	14.0861	14.5087	10.2672								
1 YEAR	14.2303	14.6572	11.0373	11.5675	12.0977	12.6279	13.1581	13.6883	14.2185	14.7487	
2 YEAR	14.3191	14.7486									
HEAD CUSTODIAN: CENTRAL, GATES											
START	14.2303	14.6572	10.4157								
END PROBATION	14.3745	14.8058	10.5642								
1 YEAR	14.5964	15.0342	11.4029	11.9330	12.4632	12.9934	13.5236	14.0358	14.5840	15.1142	
2 YEAR	14.6740	15.1142									
HEAD CUSTODIAN: MIDDLE SCHOOL (+.10)											
START	14.3333	14.7633	10.7302								
END PROBATION	14.4774	14.9118	10.8802								
1 YEAR	14.6993	15.1403	11.7202	12.2202	12.7202	13.2202	13.7202	14.2202	14.7202	15.2202	
2 YEAR	14.7769	15.2202									
HEAD CUSTODIAN: HIGH SCHOOL											
START	14.5520	14.9885	10.7470								
END PROBATION	14.6851	15.1256	10.8841								
1 YEAR	14.9180	15.3655	11.7228	12.2530	12.7832	13.3133	13.8435	14.3737	14.9039	15.4341	
2 YEAR	14.9846	15.4341									
BUS LOT AND GROUNDS											
START	14.0529	14.4745	10.2329								
END PROBATION	14.1860	14.6115	10.3700								
1 YEAR	14.3412	14.7715	11.2200	11.7502	12.2804	12.8106	13.3408	13.8710	14.4012	14.9314	
2 YEAR	14.4965	14.9314									
MAINTENANCE PERSON											
START	13.8976	14.3145	10.0730								
END PROBATION	14.0196	14.4402	10.1987								
1 YEAR	14.1749	14.6001	11.0373	11.5675	12.0977	12.6279	13.1581	13.6883	14.2185	14.7487	
2 YEAR	14.3191	14.7486									

1994-1995 COOKS AND BUS DRIVERS 2.9% INCREASE

PRESENT EMPLOYEES			NEW EMPLOYEES								
	4.7% 93-94	2.9% 94-95	STEP 1 94-95	STEP 2 94-95	STEP 3 94-95	STEP 4 94-95	STEP 5 94-95	STEP 6 94-95	STEP 7 94-95	STEP 8 94-95	STEP 9 94-95
COOKS											
START	9.2974	9.5670	5.5670								
END OF PROBATION	9.3602	9.6316	5.6316								
1 YEAR	9.5068	9.7825		6.4010	6.9010	7.4010	7.9010	8.4010	8.9010	9.4010	9.9010
2 YEARS	9.6219	9.9010									
HEAD COOK: ELEMENTARY, MIDDLE SCHOOL											
START	9.5068	9.8470	5.7825								
END OF PROBATION	9.5696	9.8471	5.8471								
1 YEAR	9.7057	9.9872		6.6272	7.1272	7.6272	8.1272	8.6272	9.1272	9.6272	10.1272
2 YEARS	9.8418	10.1272									
HEAD COOK: HIGH SCHOOL "ADJUSTED RATE"											
START	9.8209	10.1057	6.1057								
END OF PROBATION	9.9151	10.2026	6.2026								
1 YEAR	10.0512	10.3427		7.0474	7.5474	8.0474	8.5474	9.0474	9.5474	10.0474	10.5474
2 YEARS	10.2501	10.5474									
LAUNDRY ALLOTMENT FOR TOWELS (HEAD COOKS - EXCEPT HIGH SCHOOL COOK) \$2.50 PER DAY											
TRANSPORTATION											
REGULAR RUNS	(+.38)										
START	12.0600	12.4400	8.4000								
1 YEAR	12.1300	12.5100	8.9000	9.4000	9.9000	10.4000	10.9000	11.4000	11.9000	12.4000	12.9000
2 YEARS	12.3200	12.7000									
	12.5200	12.9000									
SPECIAL EDUCATION RUNS											
START	15.0800	15.4600	12.1200								
END OF PROBATION	15.3800	15.7600	12.6200	13.1200	13.6200	14.1200	14.6200	15.1200	15.6200	16.1200	16.6200
1 YEAR	15.6600	16.0400									
2 YEARS	16.2400	16.6200									
Pay for Special Ed. drivers with 4 or less students shall be 1½ times the above rate.											
Pay for Special Ed. drivers with 5 or more students shall be 2 times the above rate.											
SKILL CENTER RUNS											
START	14.3100	14.6900	10.7600								
END OF PROBATION	14.4900	14.8700	11.2600	11.7600	12.2600	12.7600	13.2600	13.7600	14.2600	14.7600	15.2600
1 YEAR	14.6800	15.0600									
2 YEARS	14.8800	15.2600									
SHUTTLE RUNS											
	5.7100	5.8500	5.8500								
EXTRA RUNS											
	7.9500	8.2000	8.2000								

1995-1996 COOKS AND BUS DRIVERS 2.95% INCREASE

PRESENT EMPLOYEES		NEW EMPLOYEES									
	2.9% 94-95	2.95% 95-96	STEP 1 95-96	STEP 2 95-96	STEP 3 95-96	STEP 4 95-96	STEP 5 95-96	STEP 6 95-96	STEP 7 95-96	STEP 8 95-96	STEP 9 95-96
COOKS											
START	9.5670	9.8492	5.7312								
END OF PROBATION	9.6316	9.9158	5.7977								
1 YEAR	9.7825	10.0710		6.5898	7.1046	7.6193	8.1341	8.6488	9.1636	9.6783	10.1931
2 YEARS	9.9010	10.1930									
HEAD COOK: ELEMENTARY, MIDDLE SCHOOL											
START	9.8470	10.0710	5.9531								
END OF PROBATION	9.8471	10.1376	6.0196								
1 YEAR	9.9872	10.2818		6.8227	7.3375	7.8522	8.3670	8.8817	9.3965	9.9112	10.4260
2 YEARS	10.1272	10.4260									
HEAD COOK: HIGH SCHOOL "ADJUSTED RATE"											
START	10.1057	10.4038	6.2858								
END OF PROBATION	10.2026	10.5036	6.3856								
1 YEAR	10.3427	10.6478		7.2553	7.770	8.2848	8.7995	9.3143	9.8290	10.3438	10.8585
2 YEARS	10.5474	10.8585									
LAUNDRY ALLOTMENT FOR TOWELS (HEAD COOKS - EXCEPT HIGH SCHOOL COOK) \$2.50 PER DAY											
TRANSPORTATION											
REGULAR RUNS	(+.38)										
START	12.4400	12.8400	8.8000								
1 YEAR	12.5100	12.9100	9.3000	9.8000	10.3000	10.8000	11.3000	11.8000	12.3000	12.8000	13.3000
2 YEARS	12.7000	13.1000									
	12.9000	13.3000									
SPECIAL EDUCATION RUNS											
START	15.4600	15.8600	12.5200								
END OF PROBATION	15.7600	16.1600	13.0200								
1 YEAR	16.0400	16.4400		13.5200	14.0200	14.5200	15.0200	15.5200	16.0200	16.5200	17.0200
2 YEARS	16.6200	17.0200									
Pay for Special Ed. drivers with 4 or less students shall be 1½ times the above rate.											
Pay for Special Ed. drivers with 5 or more students shall be 2 times the above rate.											
SKILL CENTER RUNS											
START	14.6900	15.0900	10.6600								
END OF PROBATION	14.8700	15.2700	11.1600								
1 YEAR	15.0600	15.4600	11.6600	12.1600	12.6600	13.1600	13.6600	14.1600	14.6600	15.1600	15.6600
2 YEARS	15.2600	15.6600									
SHUTTLE RUNS											
	5.8500	5.8500	5.8500								
EXTRA RUNS											
	8.2000	8.2000	8.2000								

1996-1997 COOKS AND BUS DRIVERS 3.0% INCREASE

PRESENT EMPLOYEES			NEW EMPLOYEES								
	2.95% 95-96	3.0% 96-97	STEP 1 96-97	STEP 2 96-97	STEP 3 96-97	STEP 4 96-97	STEP 5 96-97	STEP 6 96-97	STEP 7 96-97	STEP 8 96-97	STEP 9 96-97
COOKS											
START	9.8792	10.1447	5.9032								
END OF PROBATION	9.9158	10.2132	5.9717								
1 YEAR	10.0710	10.3732		6.7875	7.3177	7.8479	8.3781	8.9083	9.4385	9.9687	10.4989
2 YEARS	10.1930	10.4988									
HEAD COOK: ELEMENTARY, MIDDLE SCHOOL											
START	10.0710	10.3732	6.1317								
END OF PROBATION	10.1376	10.4417	6.2002								
1 YEAR	10.2818	10.5902		7.0274	7.5576	8.0878	8.6180	9.1482	9.6783	10.2085	10.7387
2 YEARS	10.4260	10.7387									
HEAD COOK: HIGH SCHOOL "ADJUSTED RATE"											
START	10.4038	10.7159	6.4744								
END OF PROBATION	10.5036	10.8187	6.5771								
1 YEAR	10.6478	10.9672		7.4730	8.0031	8.5333	9.0635	9.5937	10.1239	10.6541	11.1843
2 YEARS	10.8585	11.1843									
LAUNDRY ALLOTMENT FOR TOWELS (HEAD COOKS - EXCEPT HIGH SCHOOL COOK) \$2.50 PER DAY											
TRANSPORTATION (+.38)											
REGULAR RUNS	12.8400	13.2600	9.2200								
START	12.9100	13.3300	9.7200								
1 YEAR	13.1000	13.5200		10.2200	10.7200	11.2200	11.7200	12.2200	12.7200	13.2200	13.7200
2 YEARS	13.3000	13.7200									
SPECIAL EDUCATION RUNS											
START	15.8600	16.2800	12.9400								
END OF PROBATION	16.1600	16.5800	13.4400								
1 YEAR	16.4400	16.8600		13.9400	14.4400	14.9400	15.4400	15.9400	16.4400	16.9400	17.4400
2 YEARS	17.0200	17.4400									
Pay for Special Ed. drivers with 4 or less students shall be 1½ times the above rate. Pay for Special Ed. drivers with 5 or more students shall be 2 times the above rate.											
SKILL CENTER RUNS											
START	15.0900	15.5100	11.5800								
END OF PROBATION	15.2700	15.6900	12.0800								
1 YEAR	15.4600	15.8800		12.5800	13.0800	13.5800	14.0800	14.5800	15.0800	15.5800	16.0800
2 YEARS	15.6600	16.0800									
SHUTTLE RUNS											
	5.8500	5.8500	5.8500								
EXTRA RUNS											
	8.2000	8.2000	8.2000								

Extra Runs (Continued): The term "extra runs" shall refer to runs other than regularly scheduled runs. Extra runs shall be paid at the above rate, including lay-over time.

If during any such run the driver is paid for any activity other than driving the bus, the time spent on such other activity will not also be compensated as driving or lay-over time.

On extra runs where it is necessary for a regular driver to give up their regular scheduled runs to take the extra run, the driver's regular run rate will be the rate for the first two (2) hours of the extra run, providing the driver is giving up two (2) runs. Then the established hourly rate for extra runs will be the rate for the remainder of the run. After three (3) driver refusals, the Supervisor of Transportation may pick a driver at random for the extra runs that fall into this category.

In addition, drivers on extra runs exceeding five (5) hours in duration will be paid a meal allowance of \$4.00; extra runs exceeding eight (8) hours in duration, an additional \$4.00; and extra runs exceeding twelve (12) hours in duration, an additional \$4.00 will be paid for meal allowance.

Physical Examinations: Bus drivers, when initially hired, will pay the cost of the required physical examination. The Employee will pay fifty (\$50.00) dollars toward the cost of subsequent annual examinations.

Bus School: Drivers will be paid the hourly rate at extra run rate for the hours in attendance at the annual bus driving school.

IV. Longevity: A longevity payment shall be made in the first pay period following the seniority date as follows:

Custodians:

12-17 years	2 days' pay
18-24 years	3 days' pay
25 years & over	4 days' pay

Cooks:

12-17 years	1 day's pay
18-24 years	2 days' pay
25 years & over	3 days' pay

Drivers:

10-15 years	1 day's pay
16-20 years	2 days' pay
21-25 years	3 days' pay
26 years & over	4 days' pay

APPENDIX B
JOB DESCRIPTIONS

I. CUSTODIAN

A. Supervision:

Under the direction of the Principal and the Head Custodian of the building in which he/she works and of the Supervisor of Buildings and Grounds.

B. General:

To perform all general custodial duties as assigned by the Head Custodian.

C. Duties:

1. Cleanliness of assigned area, including sweeping, dusting, waxing and buffing of floors, waste emptying, blackboard cleaning, repairing furnishings, etc.
2. Handling or assisting in handling incoming or outgoing parcels or freight or express.
3. Assisting in general cleaning and maintenance of the entire building during school vacation periods or at times set up by Head Custodian.
4. Snow removal from entrances, and other snow removal as directed by Head Custodian of his/her building.
5. Maintain lawns, shrubs, walks, and outside areas as directed by Head Custodian of his/her building.
6. Assist in the general security of the building on regularly scheduled working days.
7. Clean vents in kitchen as directed.

D. Qualifications:

1. Capable of performing assigned duties.
2. Good moral character.
3. Ability to read and follow written directions.
4. Capable of working around children.

5. Ability to climb and work at heights on the bleachers at the High School and Middle School.

II. MAINTENANCE PERSON

A. Supervision:

Under direct supervision of Head Custodian I and II and the Principal or his/her designee in the building in which he/she works and, in their absence, the Supervisor of Buildings and Grounds.

B. General:

Responsible for doing custodial and maintenance work in his/her assigned building and grounds.

C. Duties:

1. Custodial

- a) Cleanliness of assigned areas, including sweeping, dusting, waxing, buffing of floors, waste emptying, chalkboard cleaning, repairing furnishing, etc.
- b) Handling or assisting in handling incoming or outgoing parcels, freight, or express.
- c) Assisting in the general cleaning and maintenance of an entire building during school vacation periods or at times set by Head Custodian.
- d) Assist in the general security of the building.
- e) Assist in the checking of buildings, both Saturday and Sunday, for heating deficiencies, damage, vandalism, unlocked doors and open windows. Those requested shall be compensated at a rate as provided in Article XV.

2. Maintenance

- a) Preventative maintenance of the boiler.
- b) Preventative maintenance of all air handling units (fans), circulating pumps, sump pumps, air conditioning units in assigned building.
- c) Adjustment of thermostats for proper room temperature.

- d) Repair and/or service mechanical equipment.
- e) Repair furniture, window shades, locks, broken windows.
- f) Repair and paint playground equipment.
- g) Demonstrate knowledge in the basic techniques of electrical, plumbing, carpentry, heating, and air conditioning.
- h) Keep walks free of debris and paper.
- i) Remove snow from entrances, steps, or other areas. Assist in the removal of snow from walks and parking areas as assigned.
- j) Maintain lawns, shrubs, walks and outside areas, general moving not included but must trim around building, flowers and shrubbery.
- k) Maintain athletic grounds, bleachers and any outside buildings used by his/her assigned school.

D. Qualifications:

1. Good moral character.
2. Dependable in the performing of assigned duties.
3. Able to read and comprehend written directions and materials.
4. Good physical and mental health.
5. Capable of working around children and general public.
6. Capable of operating independent of supervision.
7. Able to communicate oral and written directions for others to follow.
8. Basic ability to organize work tasks.
9. Ability to learn the basic techniques of electrical, plumbing, carpentry, heating and air conditioning.
10. Ability to climb and work at heights.

III. HEAD CUSTODIAN I - DAY SHIFT - ALL SCHOOLS EXCEPT HIGH SCHOOL

A. Supervision:

Under direct supervision of the Principal of the building in which he/she works, or his/her designee, and in his/her absence, the Supervisor of Buildings and Grounds.

B. General:

Responsible for maintenance of assigned buildings and grounds in a safe, clean, and efficient manner. To schedule all work with the least inconvenience to teachers and classes. To schedule duties during vacation periods and snow days of personnel that are assigned to him/her and use their capacities to the school's best advantage.

To schedule custodial duties of all employees assigned to him/her on the day shift and use their capacities to the schools' best advantage. (See VI B)

C. Duties:

1. Maintenance:

- a) Preventative maintenance and operation of the boiler, servicing as required by the manufacturer.
- b) Preventative maintenance of all air handling units (fans) circulating pumps and sump pumps in his/her building.
- c) Adjustment of thermostats for proper room temperatures.
- d) Repair and/or service mechanical equipment.
- e) Repair furniture, window shades, locks, and broken windows.
- f) Repair and paint playground equipment.
- g) Demonstrate knowledge in the basic techniques of electrical, plumbing, carpentry, and heating.
- h) Summer - Keep walks free of debris and paper.
- i) Winter - Remove snow from entrances, steps, or other areas where the mechanical equipment cannot go. Direct removal of snow from

walks and parking areas.

- j) Maintain lawns, shrubs, walks and outside area, general mowing not included, but must trim around close to building, flowers, and shrubbery.
- k) Maintain athletic grounds, bleachers, and any outside buildings used by your assigned school.

D. Custodial:

1. Open and checking buildings.
 - a) Unlock entrance doors.
 - b) Check complete building, heating, windows, and refrigeration.
 - c) Check building both Saturday and Sunday for heating deficiencies, damage, vandalism, unlocked doors and open windows.
 - d) Prepare for and clean up after lunch hour program.
2. Lead activities:
 - a) Work schedules.
 - b) Train new custodians.
 - c) Delegation of work loads.
 - d) Test new methods and materials.
 - e) Upon request of building principal or his/her designee, transport monies to Central Office.

E. Qualifications:

1. Good moral character.
2. Dependable in the performing of assigned duties.
3. Able to read and comprehend written directions and materials.
4. Good physical and mental health.

5. Capable of working around children and general public.
6. Capable of operating independent of supervision.
7. Able to communicate oral and written directions for others to follow.
8. Basic ability to organize work tasks.
9. Ability to learn the basic techniques of electrical, plumbing, carpentry, and heating.
10. Ability to observe and evaluate personnel under his/her direction.
11. Must have knowledge and be capable of training and instructing custodians.
12. Ability to climb and work at heights.

IV. HEAD CUSTODIAN II - SECOND SHIFT - HIGH SCHOOL

A. Supervision:

Under direct supervision of the Principal or his/her designee and in their absence the Supervisor of Buildings and Grounds.

B. General:

Responsible for maintenance of assigned buildings and grounds in a safe, clean, and efficient manner. To schedule his/her work with the least inconvenience to teachers and classes. To schedule custodial duties of all custodians assigned to him/her and use their capacities to the school's best advantage.

C. Duties:

The following are to be performed daily, or as required by the Head Custodian or employees assigned to him/her in accordance with his/her instructions to them:

1. Custodial:
 - a) Assumes responsibility for general security of the buildings.
 - b) Service mechanical equipment used in cleaning.
 - c) Preparation for night activities.

- 1) Supervision and help setting up for activities, night classes, etc.
 - d) Snow removal.
 - e) Check building both Saturday and Sunday for heating deficiencies, damage, vandalism, unlocked doors and open windows. (See VI B)
2. Lead activities:
- a) Help in selection, assignment, scheduling, and training of members of the custodial staff.
 - b) Monitors the time records of all night custodial employees in his/her building and presents AVO's to the Principal for his/her signature regarding sick days, overtime, vacations, and time without pay.
 - c) Maintains an inventory and recommends purchase of suitable supplies, tools, and equipment.
 - d) Evaluates the performance of the night custodial staff as required.
 - e) Upon the request of the Building Principal or his/her designee, transport monies to the bank.
 - f) Strives constantly to promote the safety, health, and comfort of the students and employees.

D. Qualifications:

1. Good moral character.
2. Dependable in the performing of assigned duties.
3. Able to read and comprehend written directions and materials.
4. Good physical and mental health.
5. Capable of working around children and general public.
6. Capable of operating independent of supervision.
7. Able to communicate oral and written directions for others to follow.

8. Basic ability to organize work tasks.
9. Ability to observe and evaluate work of custodians.
10. Must have knowledge and be capable of training and instructing custodians.
11. Ability to learn the basic techniques of electrical, plumbing, carpentry, heating, and air conditioning.
12. Ability to climb and work at heights.

V. HEAD CUSTODIAN I - HIGH SCHOOL

A. Supervision:

Under direct supervision of the Principal of the building in which he/she works, or his/her designee, and in his/her absence, the Supervisor of Buildings and Grounds.

B. General:

Responsible for maintenance of assigned buildings and grounds in a safe, clean, and efficient manner. To schedule all work with the least inconvenience to teachers and classes. To schedule duties during vacation periods and snow days of personnel who are assigned to him/her and use their capacities to the schools' best advantage.

To schedule custodial duties of all employees assigned to him/her on the day shift and use their capacities to the school's best advantage.

To schedule custodial duties of all employees assigned to him/her on the day shift and use their capacities to the school's best advantage.

C. Duties:

1. Maintenance

- a) Preventative maintenance and operation of the boiler, servicing as required by the manufacturer.
- b) Preventative maintenance of all air handling units (fans), circulating pumps, sump pumps, and air conditioning units in his/her building.

- c) Adjustment of thermostats for proper room temperatures.
- d) Repair and/or service mechanical equipment.
- e) Repair furniture, window shades, locks, and broken windows.
- f) Repair and paint playground equipment.
- g) Demonstrate knowledge in the basic techniques of electrical, plumbing, carpentry, heating and air conditioning.
- h) Summer - Keep walks free of debris and paper.
- i) Winter - Remove snow from entrances, steps, or other area where the mechanical equipment cannot go. Direct removal of snow from walks and parking areas.
- j) Maintain lawns, shrubs, walks and outside area, general mowing not included but must trim around close to building, flowers, and shrubbery.
- k) Maintain athletic grounds, bleachers, and any outside buildings used by your assigned school.

D. Custodial:

- 1. Open and check buildings.
 - a) Unlock entrance doors.
 - b) Check complete building, heating, windows, refrigeration and air conditioning.
 - c) Check building both Saturday and Sunday for heating deficiencies, damage, vandalism, unlocked doors and open windows. (See VI B)
- 2. Lead activities:
 - a) Work schedules.
 - b) Train new custodians.
 - c) Delegation of work loads.

- d) Test new methods and materials.
- e) Upon request of building principal or his/her designee, transport monies to Central Office.

E. Qualifications:

1. Good moral character.
2. Dependable in the performing of assigned duties.
3. Able to read and comprehend written directions and materials.
4. Good physical and mental health.
5. Capable of working around children and general public.
6. Capable to operating independent of supervision.
7. Able to communicate oral and written directions for others to follow.
8. Basic ability to organize work tasks.
9. Ability to observe and evaluate personnel under his/her direction.
10. Must have knowledge and be capable of training and instructing personnel under his/her direction.
11. Must be knowledgeable of the basic techniques of electrical, plumbing, carpentry, heating and air conditioning.
12. Ability to climb and work at heights.

VI. CUSTODIAL - GENERAL

A. Inclement Weather:

All custodial personnel shall make every effort to report for work on days when school is closed for inclement weather. In the event that a custodian cannot arrive at work at his/her regular scheduled starting time, he/she shall arrive at work as soon as possible.

B. Building Checks:

Section III, D, 1c; Section IV, C, 1e; and Section V, D, 1c shall be interpreted such that when another custodian is on weekend duty, the custodian on duty and not the building head custodian shall do the building check. If any repairs are needed, the custodian on duty shall call the head custodian and/or maintenance person to do the repair, except for necessary temporary measures.

VII. COOKS - ALL SCHOOLS

A. Supervision:

Under direct supervision of Head Cook of the building in which the employee works and/or the Principal thereof.

B. Duties:

1. Report for work at regularly scheduled time unless otherwise instructed by the Head Cook, and to work until assigned tasks are completed.
2. To carry out orders of the Head Cook in preparation and serving of food.
3. Be agreeable and pleasant with others.
4. Help with all clean-up jobs except mopping kitchen floors.
5. To work closely with other cooks and Head Cook to see that meals are properly prepared and served. To assist in maintaining a good food service operation.

C. Qualifications:

1. Capable of performing assigned duties.
2. Good moral character.
3. Able to read and follow written directions.
4. Capable of working around children.
5. Qualified as a food handler under all laws and ordinances.

VIII. HEAD COOKS - ALL SCHOOLS

A. Supervision:

Directly responsible to the Building Principal, with work coordinated by the Food Service Supervisor.

B. General:

Wholly responsible for everything done in the kitchen by herself and employees assigned to her.

C. Duties:

1. Assign jobs to other workers in the kitchen.
2. Assist in cooking and serving lunches as the job permits.
3. Upon receipt of menus, check storeroom and make out order for ensuing month. Have order in hands of Food Service Supervisor before the third Tuesday of each month.
4. Be responsible for lunch and milk money.
5. Keep a daily report of profit or loss.
6. See that monies are delivered to the main office of building in which they work.
7. To give proper direction to cooks, and to cooperate completely with the Building Principal and Food Service Supervisor.

D. Qualifications:

1. Capable of performing assigned duties.
2. Good moral character.
3. Able to read and follow written directions.
4. Capable of working around children.
5. Qualified as a food handler under all laws and ordinances.

IX. BUS DRIVERS:

A. Supervision:

Under direction of the Transportation Supervisor.

B. General:

To make preparations to drive bus according to time schedule and to follow the schedule.

To give proper care to the bus while in operation and to notify the Transportation Supervisor no later than one hour in advance if unable to drive at required time.

C. Duties:

1. To report for work at the bus lot and to be at the proper station at times set by Transportation Supervisor.
2. To drive the assigned routes and pick up and return students at assigned places.
3. To drive extra runs when assigned or needed.
4. To sweep out interior of bus daily.
5. To check tires before each run.
6. To keep rear exterior of bus clean, including brake lights, flasher lights, and lettering.
7. To follow all rules and regulations set forth in the Driver's Handbook.
8. To check bulletin board in the Bus Lounge daily.
9. To report defective equipment and maintenance items to the Transportation Supervisor.
10. To report to the Transportation Supervisor problems concerning discipline of children while they are being transported on the bus, and to fill out the appropriate forms.
11. To leave buses in the bus lot between runs whenever possible.

12. Keep list of students updated.
13. To fuel the bus(es) he/she drives.

D. Qualifications:

1. Capable of performing assigned duties.
2. Good moral character.
3. Able to read and follow written directions.
4. Capable to working around children, and willing and able to cope with their handicaps or special problems where required.
5. Qualified as a bus driver under all laws and ordinances.
6. To attend bus driver school as required by the Employer.

X. BUS LOT AND GROUNDS HANDYMAN:

A. Supervision:

Under direction of the Supervisor of Buildings and Grounds and Transportation Supervisor.

B. Duties:

1. To gas up bases and check and maintain water and oil levels of all buses daily.
2. To assist generally in getting buses ready for daily runs, and to keep himself qualified to drive a bus run when assigned.
3. To help and assist the Supervisor of Buildings and Grounds in connection with other duties and activities assigned, such as general mowing, working at the stadium, etc.
4. Handling or assisting in handling incoming or outgoing parcels and freight or express.

C. Qualifications:

1. Capable of performing assigned duties.

2. Good moral character.
3. Able to read and follow written directions.
4. Capable to working around children, and willing and able to cope with their handicaps or special problems where required.
5. Qualified as a bus driver under all laws and ordinances.

It is the policy of the Davison Community Schools District that no person shall, on the basis of sex, age, race, color, national origin, or handicap, be excluded from participating in, be denied the benefits of, or be subjected to discrimination, in employment or any of its programs or activities.

ARTICLE XXI - DURATION OF AGREEMENT

SECTION 1. This Agreement shall be effective on July 1, 1994, and shall continue in effect through June 30, 1995. All pay provisions shall be retroactive to July 1, 1994. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

FOR THE UNION:

FOR THE DAVISON BOARD OF EDUCATION

Its President

Its President

Team Member

Its Secretary

Team Member


Date

Team Member

Its Secretary

Team Member

Team Member



Lane Hotchkiss, MESPA
Professional Negotiator

11/28/94

Date

Appendix C
CONTRACT MANAGEMENT COMMITTEE

1. The Board and the Association support the concept of Win-Win Negotiations and will work as a team to resolve mutual concerns and problems.
2. In order to facilitate communications between the Board and the Association, a Contract Management Committee (CMC) comprised of representatives from the Association and the Board will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.
3. The Contract Management Committee will operate under written Win-Win procedures adopted by consensus.
4. Employees, immediate supervisors/administrators, and building representatives are expected to share their problems and concerns at the program/building level or with the appropriate administrator so that the problem or concern can be researched, discussed, and resolved at the lowest possible level.
5. Problems and concerns that cannot be resolved at the program/building level or that may more appropriately be taken initially at Contract Management Committee may be referred to the Contract Management Committee by an employee, the Association, a supervisor, or the Board on the Contract Management Committee Problem Statement Form.
6. Nothing in this article shall be construed to prevent the employee or the Association from filing a grievance, or to present either party from making a negotiations proposal. However, the 20-day grievance filing deadline in Article VI, Section 1 of this agreement is delayed until a solution or recommendation is made by the Contract Management Committee.
7. The Contract Management Committee will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.
8. Issues or problems may be referred by the Contract Management Committee, the Association, the Board, or an employee to the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.
9. The Contract Management Committee will be responsible for directing and overseeing the work of the following committees as well as certain other contract committees as it may determine from time to time:
 1. Sick Leave Inventory Committee (Article XIV, Section 1.E)
 2. Cook Time Study Committee (meal/hour ratio)
 3. Cook Training Committee
 4. Cook 1/2 Student Day Committee (Food Service Supervisor and Head Cooks)
10. The parties agree the contract should provide flexibility for employees and administrators. To facilitate flexibility, employees and administrators may initiate contract deviation requests, using the Deviation Form to the Contract Management Committee.

The Contract Management Committee shall have the authority to adopt contract deviation requests by a 2/3 vote.

WIN-WIN NEGOTIATIONS
Davison Community Schools/MESPA
1994-95
Problem Statement

Date: _____

PROBLEM #: _____

PROBLEM:

SUPPORTING DATA:

Examples - (How do you know it's a problem?)

GROUP STATEMENT OF PROBLEM:

INFORMATION NEEDED:

WHO IS RESPONSIBLE: _____

DESTINATION OF PROBLEM:

Negotiations
Board Policy

CMC
Committee

Adm. Regulations

BRAINSTORMING SOLUTIONS:

RECOMMENDED SOLUTION:

RECOMMENDED CONTRACT/ADM. REGULATIONS/BOARD POLICY LANGUAGE/OTHER:

probstate

DAVISON COMMUNITY SCHOOLS
M.E.S.P.A. CONTRACT DEVIATION FORM

DEPARTMENT: _____ DATE SUBMITTED: _____

STATEMENT OF DEVIATION: _____

MASTER AGREEMENT LANGUAGE AFFECTED BY DEVIATION:

ARTICLE: _____
PAGE #: _____

Decision making process by department:
_____ YES _____ NO
Consensus _____

RATIONALE FOR DEVIATION: _____

MINORITY VIEW: (State or Attach) _____

DECISION: _____ YES _____ NO

DECISION DATE _____

CONTRACT MANAGEMENT TEAM _____

DECISION: _____ YES _____ NO

DECISION DATE _____

CONTRACT MANAGEMENT TEAM _____

DISTRIBUTION: Department
Contract Management Team

**DAVISON COMMUNITY SCHOOLS/DAVISON MESPA
PROCEDURES TO BE USED FOR CONTRACT MANAGEMENT COMMITTEE**

Revised May 17, 1994

1. **CONSENSUS/DECISION-MAKING**

Decisions will be made by consensus of those present. If after two tries for strict consensus, one person is dissenting, a decision can be made with one dissent.

2. **QUORUM**

In order for a decision to be made, there must be at least 3 of the 4 Administrative team members and 6 of the 8 MESPA team members present.

3. **REVISITING ISSUES**

If the group by consensus, or if either team by strict consensus, wishes to reconsider a prior decision, it will be reopened.

4. **AGENDAS**

The agenda for the following meeting will be set by consensus at the end of each meeting, and will be adopted by consensus at the beginning of each meeting.

5. **INCLUDED IN EACH AGENDA WILL BE**

At the beginning:

1. Adopting agenda
2. Approve minutes of last meeting
3. Special reports
4. Adopting language from last meeting

Issues/Problem Discussions

At the end:

1. Set agenda for next meeting
2. Set meeting dates, times, places, food
3. Select facilitator for next meeting
4. Disseminating information
5. Debriefing

6. **FACILITATOR**

The facilitator will:

- Implement the agenda
- Move the group towards consensus
- Assist with compliance with ground rules
- Provide the opportunity for all to speak

- Assist in keeping time schedules

The facilitator will be alternated between sides, unless the group decides otherwise. Anyone can decline to facilitate. The facilitator will step out of the facilitator role to speak to an issue.

7. **RECORDER**

One person who is not a team member, will be selected by consensus as permanent recorder who will record problem form items and decisions on the flip chart or computer screen at each meeting. That person will transcribe the flip chart sheets or computer print out into minutes for the next meeting.

8. **FOOD**

The group will determine what food will be provided (and by whom) for the next meeting, and the cost.

9. **MEETING STRUCTURE**

The group will be seated so all members can see each other. Seating will not be by teams. Meeting times will include both day session and afternoon/evening sessions.

Meeting dates and times will be set for 3 meetings. Tentative completion date is prior to opening of school.

The facilitator will announce a break upon request or at his or her discretion.

10. **SPEAKING**

Group members will speak at will; however, the facilitator may require that group members be recognized by the facilitator before speaking. Group members will try not to interrupt each other.

11. **PROBLEMS**

Use a Davison Problem Statement Form. See Appendix A.

On the first day of bargaining, all problem topics will be listed and briefly described and 2-3 will be presented on problem statement forms. The rest will be presented on problem statement forms.

The parties will use the following categories for issues:

1. Mutual issues (wages, fringe benefits)
2. Issues which must be decided in contract bargaining
3. Issues which can be deferred to CMC
4. Issues which can be sent to subcommittee
5. Technical adjustments, not counted as issues

Technical adjustments will be presented first, if possible, and the group will decide whether any need to be counted as issues. The two sides will alternate presenting problems for discussion and decision-making.

All problems presented, up to 10 per side (in addition to mutual problems), will be accepted by the group as a problem for discussion and decision-making.

The contract will stay the same except where it is changed by consensus of the group and ratified.

The group will decide which issues will be handled in contract bargaining, which in CMC, which in subcommittees, which to other forums.

12. **CONTRACT MANAGEMENT COMMITTEE**

The contract management committee will be continued for the purpose of discussing ongoing problems and issues, and implementing the contract.

13. **SUBCOMMITTEES**

The group may create joint subcommittees by agreement at any time. The rules of operation of subcommittees will be decided at the time of their creation.

14. **CAUCUS**

Either side may caucus for 15 minutes. The topic(s) to be discussed will be announced before the caucus. A summary of the caucus will be announced at the end of the caucus. The parties will make an effort to limit the number of caucuses.

15. **COMMUNICATIONS OUTSIDE THIS GROUP**

Any press releases will be sent by consensus of the group. Officials from MESPA and the Board may respond in general terms to press inquiries, but issues on the table will not be discussed except by consensus.

At the end of each meeting, the whole group will discuss what will be disseminated and then each team will decide what that team will disseminate to their constituencies.

16. **CONFIDENTIALITY**

Any request for confidentiality will be considered by the group and decided on by consensus.

Facts and opinions expressed in the group will not be related outside the group with the person's name attached, except by permission of that person. All members agree that sensitive information and opinions will be treated discreetly.

17. **DEBRIEFING**

Ten (10) minutes of each meeting shall be reserved for debriefing.

Anyone may speak for up to one (1) minute; anyone may pass; no one will respond to any comment made except by consent of the group. Anyone who passes can request to speak at the end.

18. **PARTICIPANTS AND OBSERVERS**

8 MESPA team members
4 administrative team members
Recorder
Outside facilitator (optional)

Resource people and others may be invited into the negotiations by consensus. The group will decide the role of non-group members in the negotiations.

19. **CHANGING RULES**

Rules can be changed by consensus of the group.

20. **IMPASSES OR BREAKDOWNS IN PROCESS**

If either side feels that the negotiations is at impasse or the process has broken down:

-The group will analyze the problem

-The group may consider bringing in an outside facilitator

-If the above do not work, the group will consider starting over in negotiations. If either team want to start over, that will happen.

mesproc

