

6/30/99

MASTER AGREEMENT

between the

FOWLER BOARD OF EDUCATION

and the

MICHIGAN EDUCATION ASSOCIATION/NEA
(Fowler Educational Support Personnel Association)

July 1, 1996 to June 30, 1999

Fowler Public Schools

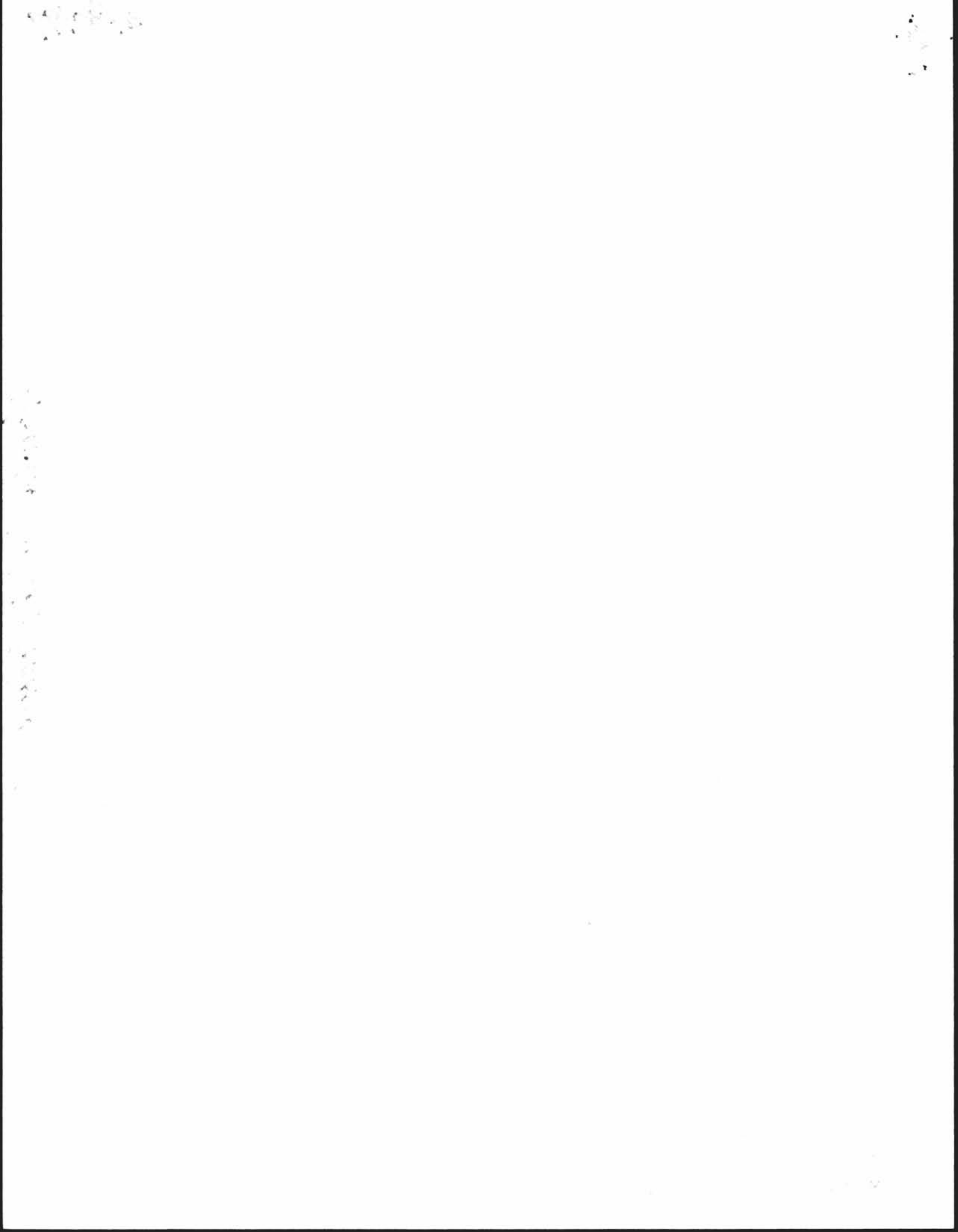


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AGREEMENT

This Agreement made and entered into this first day of July, 1996, by and between FOWLER PUBLIC SCHOOLS 11214 West Kent Street, Fowler, Michigan 48835, hereinafter called the "Board" or the "Employer," and the MICHIGAN EDUCATION ASSOCIATION/NEA, 1601 E. Grand River, Lansing, Michigan 48906, hereinafter referred as the "Association" or "Union" agree as follows:

ARTICLE I - PURPOSE AND INTENT

The purpose of this Agreement is to set forth terms and conditions of employment; to provide procedures for the adjustment of grievances; and to promote orderly and peaceful relations for the mutual interest of the Employer, its employees and the Association.

The parties recognize that the interest of the community and the job security of the employees depend on the Employer's success in establishing and rendering proper services to the public.

To these ends the Employer and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

ARTICLE II - RECOGNITION

- A. Pursuant to and in conformity with the certification issued by the Michigan Department of Labor, Bureau of Employment Relations, the Employer recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for all employees in the following described unit:

All Transportation, Food Services, Custodians/Maintenance, Secretarial/Clerical, and Aides/Paraprofessional Employees and Communication Specialist, excluding secretary to the superintendent (confidential employee), buildings and grounds supervisor, transportation supervisor, food service supervisor, all administration personnel and all others.

- B. The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any Agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of the Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee. Any such Agreement shall be null and void.

ARTICLE III - DEFINITION OF EMPLOYEES

- A. The terms "employee" and "employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an employee or employees within the bargaining unit described in Article II.
- B. The term "full-time employee" shall mean a regular employee whose normal schedule of work is at least 1600* hours per fiscal year irrespective of whether school is in session. Full-time employees shall receive benefits as provided in this Agreement.

*The communication specialist position will be considered full-time for purposes of insurance benefits though the hours of the position are below the requisite 1600.
- C. The term "part-time employee" shall mean a regular employee whose normal schedule of work is less than 1600 hours per fiscal year irrespective of whether school is in session. Part-time employees shall be paid the appropriate hourly rate under the wage and scale, and receive all benefits they are entitled to in this Agreement.
- D. The term "regular employee" shall mean a bargaining unit member whose employment is expected to continue from year to year and who is not employed as a substitute or temporary.
- E. Newly hired employees shall be probationary for the first ninety (90) work days of their employment and thereafter shall be permanent regular employees. For purposes of this Agreement, the Association shall represent probationary employees for all matters other than discharge or discipline.
- F. An employee who works two (2) or more jobs in the same pay period shall not have his/her hours combined for the purpose of determining whether she/he is full or part-time.
- G. A temporary or substitute is not part of the bargaining unit:
 - 1. A temporary or substitute is an individual who is hired for the purpose of covering a temporary vacancy created by the leave of a permanent employee, and is so informed at the time of hire.
 - 2. After ninety (90) consecutive calendar days in any one (1) school year (July 1 to June 30) in any one (1) position as a temporary or substitute, the employee becomes a regular employee receiving full credit toward accumulation of seniority and becomes eligible for wages and benefits in accordance with the terms of this Agreement applicable to regular employees. The Employer agrees not to arbitrarily interrupt consecutive performance of this ninety (90) days.

ARTICLE IV - PROHIBITION AGAINST DISCRIMINATION

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied uniformly and without regard to race, creed, religion, color, national origin, age, sex, weight, handicap, marital status, or other factors not pertinent to performance.

ARTICLE V - UNION MEMBERSHIP AND SECURITY

- A. All regular employees as a condition of employment shall either:
1. Be a member of the Association, or
 2. Pay to the Association a monthly service charge in a legally permissible amount not to exceed an amount equivalent to the dues of the Association.
- B. Failure to comply with the provisions of the Article, Section A, shall be cause for the Association to initiate appropriate legal action to require payment or to cause deduction of legally permissible fees through payroll deduction.
- C. Pursuant to legally approved methods and procedures, the Association may cause the legally permitted fees to be deducted from the employee's pay upon notice to the Board.
- D. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with Article V, A, B and C of this Agreement.

ARTICLE VI - PAYROLL DEDUCTION FOR ASSOCIATION DUES

- A. The Employer agrees to deduct from the wages of all employees who are members of the Association, all membership dues, as provided in a written authorization in accordance with the standard form provided by the Association, provided that the said form shall be executed by the employee. Revocation shall be effected by written notice by certified mail to both the Employer and Association.
- Dues and fees will be authorized, levied, and certified in accordance with the Constitution and Bylaws of the Association. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Association dues.
- B. The Employer agrees to deduct from the wages of any employee who is not a member of the Association all Association fees as provided in a written authorization in accordance with the standard form used by the Association provided that the said form shall be executed by the employee. Revocation shall be effected by written notice by certified mail to both the Employer and the Association.
- C. The dues or fees shall be deducted in twenty (20) equal installments beginning each September with appropriate adjustments being made for any employee who is on leave, layoff, or changes hours.
- D. Deductions for each calendar month shall be sent to the designated Association Representative in the District within fifteen (15) days of deduction.

- E. The Association shall be notified of names, address, job titles, and rates of pay of employees newly employed to fill positions covered by this Agreement as they are employed by the Employer. Names of employees promoted to permanent positions excluded from the bargaining unit shall also be made available to the Association so that they are not included in the collective bargaining activities of the Association. For purposes of administering the Agency Shop provision, the Employer will notify the Association of changes in the scheduled hours of employees.
- F. The Association will notify the Employer at least thirty (30) days prior to the effective date of any changes in the amount of dues deduction.
- G. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the wages of said member and make appropriate remittance for Capital Area School Employees Credit Union, Farm Bureau Annuities, IDS Annuities, Michigan Education Association Financial Services Annuities, and American Capital Annuities.

ARTICLE VII - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the expressed written terms of this Agreement.
- B. The termination of services of, or failure to re-employ, or the discipline of any probationary employee shall not be the basis of any grievance filed under the procedure outlined in this Article.
- C. The Association shall designate a Stewards' Committee to handle grievances. The Association shall notify the Superintendent, in writing, or the members of this committee on or before October 1, of each year of any change thereafter. The Board hereby designates the Supervisor of the aggrieved employee as its representative at Level One as hereinafter described and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.
- D. The term "days" as used hereinafter shall mean days in which school is in session. At the end of the school year, "days" will mean week days.
- E. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants, and the Association Representative;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsections of this contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation or specify that it is a continuing violation. If the grievant states that the grievance is a continuing violation, the grievant shall state, to the best of his/her knowledge at that time, the approximate date that the violation began, and shall state, as close as his/her knowledge will allow, the date on which he/she became aware of the violation.
 - 6. It shall specify the relief requested; any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- F. Level One - An Employee, feeling himself/herself aggrieved as defined in Section A, shall within five (5) days of his/her knowledge of the occurrence orally discuss the grievance with his/her Supervisor in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and submit it to the Supervisor and the Stewards' Committee. Within five (5) days, the Supervisor will submit his response in writing to the Committee. Bus Drivers' grievances shall be processed through the Superintendent while the Transportation Supervisor is performing the dual role of driver and supervisor.
- G. Level Two - If no resolution is obtained at Level One within five (5) days, a copy of the written grievance shall be filed with the Superintendent or his/her designated agent by the Stewards' Committee and/or the grievant. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the Stewards' Committee to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Stewards' Committee, the Supervisor, and place a copy of same in a grievance file in this office.
- H. Level Three - Individual employees shall not have the right to process a grievance at Level Three.
1. If the Association is not satisfied with the disposition of the grievance at Level Two, it may within twenty (20) days after the decision of the Superintendent or his/her designated agent, meet and select an arbitrator according to the following procedure:
 - a. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Union or the Board.
 - b. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
 - c. The parties will alternate the initiation of the elimination process with each successive grievance.
 - d. Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.
 - e. Should either the Board or the Union wish to terminate the use of the preselected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give 30 days notice to the other party. Termination may not occur during a pending grievance. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association subject to its rules.

2. Neither party may raise a new defense or ground at Level Three not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association, subject to the rights of the Board or the Association for judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.

I. Powers of the arbitrator are subject to the following limitations:

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
2. He/she shall not have power to establish salary scales.
3. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board which is not inconsistent with this contract.
4. He/she shall not hear any grievance previously barred from the scope of the grievance procedure, but shall determine whether the grievance is barred.
5. More than one (1) grievance may not be considered by the arbitrator at the same time, except upon expressed written mutual consent of the parties.
6. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
7. He/she shall have no power to interpret state or federal law.

J. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the time limits specified, or leave the employ of the Board (except a claim involving remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

K. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations except by mutual consent or by order of the arbitrator.

L. A grievance may be withdrawn at any level without prejudice.

M. If a grievance involves more than one (1) employee, the Association may bypass Level One and proceed directly with the written grievance presented at Level Two.

N. If the Board disputes the arbitrability of the grievance, the arbitrator shall be requested to first rule on the arbitrability of the grievance and if he rules that it is not arbitrable, the grievance will be terminated.

ARTICLE VIII - DISTRICT RIGHTS

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Fowler Public School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration and not by way of limitation, the following:
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including the subcontracting thereof, the automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
 5. Adopt rules and regulations.
 6. Determine the qualifications of employees, including physical conditions.
 7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 11. Determine the policy affecting the selection, testing, evaluation or training of employees providing such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE IX - EMPLOYEE REPRESENTATION

- A. The Association shall be represented in the grievance procedure by the Stewards' Committee, the members of which shall be chosen by the Fowler ESP Association.
- B. The Association shall keep an up-to-date list of the names of the Stewards' Committee and shall furnish the Employer with a copy of same.
- C. The Stewards' Committee shall process grievances at all levels of the procedure. The Vice President of the Association may participate in the grievance procedure at the level of Step 3. It is agreed that at any step, either the Association or the Employer may request participation of the MEA Uniserv Director.
- D. The Stewards' Committee, during their working hours, without loss of pay may, upon mutual arrangement with the management, present grievances. Work time lost in the presentation of grievances shall be made up without pay during the same pay period if possible and, if not possible, not later than the following pay period.

ARTICLE X - ACCESS BY MEA REPRESENTATIVES

Association representatives may visit the employees at break times during working hours for the purpose of representing employees. Such visits will be conducted in a professional manner and representatives will not disrupt or interfere with the education of students. Association representatives may visit Employer representatives at reasonable times during business hours for the purpose of representing employees.

ARTICLE XI - ASSOCIATION BUSINESS AND USE OF FACILITIES

- A. The Board shall provide a total of two (2) days per year to the Association President or his/her designee to participate in Association business. The Association shall reimburse the Board for the cost of obtaining substitutes at the Board approved rate. Request for absence will be submitted to the Superintendent at least one (1) calendar week in advance of the scheduled absence, except in the case of an emergency. Association business days may be taken in single day increments.
- B. The Association President or his/her designated alternate shall have access to and use of a telephone. The Association shall be responsible for charges resulting therefrom, excepting local calls. The Association shall have the right to post notices of activities and matters of Association concern on a bulletin board in each building or facility where bargaining unit members work.
- C. The Association shall be permitted to use school facilities for its meetings upon proper application on the standard forms used for requesting room reservations.
- D. The Association President shall be provided a copy of Board of Education agendas and minutes (including committee minutes), at the time they are originally disseminated. Upon request, the Association President will be provided other materials subject to the Freedom of Information Act or materials necessary for administration of or bargaining of this Agreement.

ARTICLE XII - NEGOTIATIONS PROCEDURE

- A. The parties will cooperate in arranging meetings, furnishing necessary information, and otherwise constructively considering and resolving any matters of common interest.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party, and each party may select its representatives from within or outside the area. It is recognized that no final agreement between the parties may be executed without ratification by the membership of the Association, and approval by the Board.

The parties mutually pledge that representatives selected by each shall have necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to ratification and approval as noted above.

- C. Bargaining unit employees will be represented in negotiations by the Association Negotiating Committee not to exceed ten (10) bargaining unit members. The membership of the Association Negotiating Committee shall be determined by the Association. In the event the Association deems it necessary to have additional bargaining unit member(s) present during a specific negotiating session, the Association will notify the Superintendent thereof and said person(s) shall be entitled to attend the session. The Employer agrees that bargaining unit members engaged in negotiation during their work shift shall be entitled to release time without loss of pay, which time shall be made up without pay during the same pay period if possible, and if not possible, not later than the following pay period.

ARTICLE XIII - SPECIAL CONFERENCES AND LIMITATIONS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Neither party shall have the unqualified right to demand bargaining regarding items not contemplated by the parties during the life of the Agreement.
- B. The parties recognize, however, that from time to time, there may arise matters or questions which are either not completely resolved by the terms of the Agreement, or which are not contemplated by the Agreement, but, regarding which the parties, having a mutual interest in promoting calm, rational and reasonable relationships between the management and the union, may determine that union/management discussions are in order.
- C. At the request of either the management or the union, the President of the Association and the Superintendent will meet, discuss whatever the issue brought forth is, and determine whether it would be productive to call a Special Conference. If there is mutual agreement to call such a conference, an agenda shall be prepared with the items mutually placed there for discussion listed and a date agreed upon for the Conference.
- D. Health and Safety matters are specifically recognized as appropriate subjects for Special Conferences.

- E. If any agreements are reached during a Special Conference, they shall be reduced to writing and, if necessary, submitted to the Board and union members for their consideration and approval at the earliest practical opportunity.
- F. Unless otherwise specifically agreed upon by both parties, there shall not be more than four (4) representatives of the union or the management authorized to participate in the Special Conference. The specific persons to be authorized to represent either the Board or the Union at Special Conferences is within the discretion of the party being represented.
- G. When Special Conferences result in supplemental agreements which constitute amendment to this Agreement, such agreements shall be subject to ratification by the Board and union membership and shall, thereafter, be attached to and made part of this Agreement.

ARTICLE XIV - DISCIPLINE

- A. The discipline of non-probationary employees shall be for just cause only.
- B. The parties subscribe to the principle of corrective, progressive discipline in appropriate cases.
- C. Prior to the imposition of disciplinary action, every effort will be made by the Employer to counsel the affected employee as to the nature of the offense and the way to correct it.
- D. Where disciplinary action is necessary, the principle of corrective discipline may include any of the following: Verbal Reprimand, Written Reprimand, Suspension (paid), Suspension (unpaid), Discharge. The parties recognize that some circumstances (charges) are of such a nature that not all steps of the corrective discipline procedure may be appropriate. Examples of such charges (but not necessarily limited to these) might be where immediate action is necessary to protect the welfare of students, other employees, or the employee in question.

The parties recognize that proven charges of any of the following shall constitute just cause for discipline up to and including discharge:

1. Unsatisfactory performance or incompetence;
2. Personal misconduct on the job;
3. Persistent violations of policies, regulations, laws and work rules;
4. Insubordination;
5. Neglect of Duty;
6. Untreated infectious disease.

The parties recognize that the foregoing list does not necessarily exclude other proven charges which may be asserted by the Employer.

- E. Should it be necessary to reprimand an employee, the reprimand shall be given in private, unless there are extraordinary circumstances involving the immediate health or safety of the employee or others.

- F. The employee shall be notified by the management when required to attend a meeting with the management that the meeting is for the purpose of levying discipline on the employee or that discipline could occur at the meeting, if such is the case. The employee is entitled, at the employee's option, to have a union representative present during such meetings. Whenever possible, no such meeting shall occur more than ten (10) working days from the time management has knowledge of the incident except where the employee or employer requests postponement. Further meetings may occur later.
- G. All disciplinary actions involving non-probationary employees shall be subject to the grievance procedure. The employee may also seek such other legal remedy as may be available to him/her upon the employee's election.
- H. Upon reasonable request, an employee may review his/her personnel file.
- I. The private and personal life of any bargaining unit member is not within the appropriate concern of the Board, except as it may affect the employee's work performance.

ARTICLE XV - PROMOTION, TRANSFER

- A. An employee who meets the minimum qualifications for a vacant position shall be given the opportunity to apply for and be considered for a vacancy. "Qualifications" shall mean education, training, experience in the Fowler Public Schools, physical and mental ability. "Ability" is defined as the capacity to do the required tasks without additional training.
- B. A notice of each vacancy and the necessary qualifications will be posted on the Association bulletin boards not less than five (5) working days prior to filling the vacancy. The posting shall include the minimum qualifications which are related to the duties of the position. Any qualified employee regardless of classification, may apply in writing for the vacancy. Past on the job work experience will be taken into consideration to promote employee advancement. The Employer may remove vacancy notices after they have been posted for five (5) working days.

When school is not in session, vacancy postings will be mailed to bargaining unit members' home addresses if the employee has previously indicated in writing an interest in a vacancy in the classification in which the vacancy exists. The Association President will be mailed a copy of all summer postings.
- C. If two (2) or more employees who are qualified for a position apply for a vacancy, the senior employee will be awarded the position unless a more junior applicant is significantly better qualified.
- D. A vacancy is defined as a bargaining unit position resulting from a newly created job or one caused by discharge, quit, retirement, death, or permanent transfer of an employee, which the employer intends to fill.
- E. The Employer will also post temporary positions caused by leaves of absence that are expected to last longer than three (3) months. When the employee on leave of absence returns to work he/she shall be returned to a similar (same classification, equal or more hours) position and the employee

filling the temporary vacancy shall be entitled to his/her former position, if any. The awarding of temporary positions will be performed in accordance with the provision above pertaining to vacancies.

- F. When extra hours (non-overtime work; non-substitute work) become available, such hours shall be offered on a seniority basis to the employee(s) in the classification who do not have a full schedule. In order to receive such hours, the employee must possess the skills necessary to perform the duties involved. The extra hours must not conflict with the employee's current schedule.
- G. At least three (3) days prior to the beginning of each school year, a tentative work schedule of aides will be established. To the extent practical aides will be assigned according to seniority, qualifications, and skills necessary to perform the duties of the position with the more senior aides assigned to the longest work day and work week.
- H. In the event the District elects to replace aides who are absent on a given day, the following procedure will apply:
 - 1. Another regularly assigned aide will be assigned to a portion of the a.m. and/or p.m. assignment of the absent aide which does not conflict with the regular aide's daily schedule.
 - 2. This provision will not require the complete schedule of the absent aide to be reassigned.
 - 3. Assignments under this provision are mandatory for the employee.
 - 4. This provision will not prohibit the assignment of a non-bargaining unit substitute to cover periods of time in which the regular employee is assigned to his/her regular position.
 - 5. Schedules for breaks and lunches on such days will be designated by supervision as may be necessary.
 - 6. This provision shall not apply in instances where the employee reports an absence after 6:30 a.m. the day of the absence.
- I. In the event the District elects to utilize a substitute in the absence of the librarian and a non-certified substitute is going to be utilized, the following procedures will be utilized:
 - 1. A library aide will be assigned to a portion of the a.m. and/or p.m. portion of the librarian's schedule which does not conflict with the library aide's regular daily schedule.
 - 2. This provision will not require the complete schedule of the absent librarian to be reassigned.
 - 3. Assignments under this provision are mandatory for the employee.
 - 4. This provision will not prohibit the assignment of a non-bargaining unit substitute to cover periods of time in which the regular employee is assigned to his/her regular position.
 - 5. Schedules for breaks and lunches on such days will be designated by supervision as may be necessary.
 - 6. This provision shall not apply in instances where the employee reports an absence after 6:30 a.m. the day of the absence.

ARTICLE XVI - SENIORITY

- A. Seniority is defined as continuous, uninterrupted bargaining unit employment in a classification beginning from the initial day of work.
- B. Time on layoff shall not count toward accrued seniority, but shall not constitute a break in continuous employment.
- C. Seniority shall accrue, up to one (1) year while on paid leaves of absence. Time on paid leaves of absence shall not constitute a break in continuous employment.
- D. Seniority shall neither be accumulated nor lost during unpaid leaves of absence. Time on unpaid leaves of absence shall not constitute a break in continuous employment.
- E. Temporary periods of employment prior to assuming a bargaining unit position shall not count toward seniority accumulation unless the temporary period was continuous while assuming the bargaining unit position.
- F. One (1) seniority list shall be maintained for all bargaining unit employees. This list will equate all employee service from the last date of hire in a classification. The seniority list will rank employees by classification, from the individual with the least amount of service to the individual with the most amount of service. This list shall be updated once annually in September. The Employer shall provide the Association with the complete seniority list at each issuance. In the event no objections are received within twenty (20) working days from issuance, the list shall be considered final and binding.
- G. Individual bargaining unit members having the same seniority date shall participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a time and place which will reasonably allow affected bargaining unit members and local Association officers to attend.
- H. Upon resignation or discharge, all seniority shall be lost. Leaving the bargaining unit to assume a supervisory position with the Employer shall constitute a loss of bargaining unit seniority, unless the employee returns to the bargaining unit within two (2) years, in which case seniority shall not accrue during the period of supervisory employment.
- I. Seniority does not include periods of employment with the Employer in non-bargaining unit positions.
- J. A day worked by a regular employee shall count as one (1) day of seniority regardless of the number of hours worked during that day.
- K. An employee who voluntarily transfers from a classification retains his/her seniority in that classification. Seniority is neither lost or gained in the previous classification unless and until the employee returns to that classification(s). The employee in the new classification(s) shall retain the use of his/her seniority from the previous classification(s) for purposes of layoff and recall described in Article XVII of this Agreement.

- L. Seniority of the employee voluntarily transferred into a new classification begins to accrue on the date of transfer into the new classification. This seniority is used for promotion and transfer in the new classification.

ARTICLE XVII - LAYOFF AND RECALL

- A. Each employee shall be retained, laid off or recalled to work in accordance with seniority.
- B. 1. For purposes of layoff, employees shall be arranged by classification seniority. When it becomes necessary for the Employer to lay off employees, the least senior employee in the classification shall be laid off first provided more senior employees are qualified to perform the work.
2. An employee identified as laid off from one classification may bump the least senior person in another classification for which the identified laid off person is qualified.
3. During a layoff within a classification, an employee within the classification may volunteer to be laid off out of order of seniority. Employees taking a voluntary layoff will only be eligible for re employment through the recall procedures and limitations set forth in Section D.
- C. 1. Recall shall be in the inverse order of layoff. Recall shall be effective, however, only after active employees have exercised their promotion and transfer rights.
2. Recall rights shall be limited to a period of thirty-six (36) months from the effective date of the employee's layoff.
- D. Employees on layoff status shall, if the employee indicates his/her desire in writing to the Employer, be placed on a list maintained by the Employer for substitute work. In the event that substitute work becomes available within an employee classification from which an employee was laid off, the work will be offered to those on the list on a rotating basis. Employees on layoff shall be added to the list maintained by the Employer in order of receipt of written request. Qualified employees may request placement on the list for substitute work in more than one (1) classification.
- E. Employees will be given two (2) weeks notice of layoff.

ARTICLE XVIII - ORIENTATION

- A. The Employer shall be responsible for providing an adequate orientation program which acquaints each employee with Employer's procedures, and familiarizes and informs the employee as to his/her general duties and responsibilities. Said program shall cover all major aspects of the work assignments, concentrating specifically on the position the employee will hold.
- B. All probationary employees shall participate in the orientation program.

- C. Orientation shall occur during regular working hours and probationary employees shall be paid at their regular hourly rate for their participation.
- D. An employee who is temporarily transferred from one work assignment to another or, through layoff/recall, moves to a different position or building, shall be provided adequate orientation for such new assignment.

ARTICLE XIX - PAID LEAVES OF ABSENCE

A. Paid leaves of absence, for the purpose of this Agreement, shall be jury duty, bereavement leave, sick leave days, personal business days, and vacation.

B. During said leaves, the employee shall accumulate seniority.

C. **JURY DUTY**

1. An employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight time hourly rate and the daily jury fee paid by the court. In order to receive payment, the employee must furnish proof of jury attendance and jury fee.
2. The employee will give the Employer notice of his/her call for jury duty. Jury duty shall be counted as time worked.
3. An employee who is subpoenaed to testify during their regularly scheduled work hours in any judicial or administrative matter connected with the Employer or the Board, in which the employee is not a party, shall receive his/her full salary for such time, provided that the employee shall reimburse the Employer for those moneys received for such testimony. It is expressly understood that this provision shall not apply in the event the employee is subpoenaed to testify against the Employer or the Board.

An employee who is subpoenaed to testify as a witness in any civil or criminal action not related to the employee's status or not connected to the Board (during their regularly scheduled work hours), in a case in which the employee is not the moving party, shall receive his/her full wages for such time, provided that the employee shall reimburse the Employer for those moneys received for such testimony.

4. Whenever practicable and notwithstanding the then existing schedule of work of other employees, an employee while on jury duty will be assigned to the day shift.
5. An employee on jury duty or serving as a witness shall be allowed to keep any mileage reimbursement received.

D. BEREAVEMENT LEAVE

1. An employee may take a maximum of five (5) paid bereavement days, to be deducted from sick leave for each death in the immediate family which shall be interpreted as mother, father, mother-in-law, father-in-law, husband, wife, children, brother, sister, brother/sister in-law, grandchildren and people living the employee's household.
2. An employee may take a maximum of two (2) paid bereavement days, to be deducted from sick leave for each death of the following deaths: aunt, uncle, niece, nephew, grandfather or grandmother, and grandparents-in-law. If travel is involved in excess of two hundred (200) miles away, the employee shall be granted up to two (2) additional days.
3. Upon approval of the employee's immediate supervisor, the employee may use other paid days off to augment bereavement leave when bereavement leave is exhausted.

E. SICK LEAVE

1. Sick leave shall be granted to employees on the basis of twelve (12) days (bus driver, 24 units) per year credited at the start of the work year. A sick leave day equals the normal work day of the employee at the time the leave is taken.
2. Unused sick leave shall accumulate to a maximum of 110 days (bus drivers, 220 units).
3. (Bus drivers only) Where bus drivers have three (3) runs regularly assigned, the driver shall be awarded three (3) units per regular sick day with a maximum accumulation (during any time when the driver has three (3) runs regularly assigned) of 315 units.
4. a. Sick leave may be used for illness in the immediate family as defined below and for illness/disability of the employee.
b. The immediate family shall be defined as spouse, children, stepchildren and anyone living in the employee's home who is dependent upon the employee for care.
c. An employee whose parents are critically ill shall be permitted to use sick days in order that the employee may be present during critical periods.
5. a. For any employee with ten (10) or more years of continuous uninterrupted service, as defined in this Agreement, in the District, the employee shall be paid for unused leave time at retirement based on the following schedule, to a maximum of seven hundred dollars (\$700.00):

<u>Years of Service</u>	<u>Amount/Day</u>
10-14	\$5.00
15-19	\$6.00
20+	\$7.00

- b. An additional \$1.00 per day will be paid provided the employee has at least ninety (90) accumulated sick days at the time of separation.
- c. Payments under Section 5 will be made to employees who retire or resign.

- d. In the event the employee becomes deceased, payment of this benefit shall be made to the employee's designated beneficiary.
- 6. The Board may adopt reasonable policies and procedures relative to deadlines for calling in sick.
- 7. Sick leave may be used for medical or dental appointments or examinations which cannot be reasonably scheduled outside duty time.
- 8. Sick leave may be used in increments of one (1) work day or in the case of bus drivers, one (1) unit. In the case of employees regularly scheduled to work more than six (6) hours per day, other arrangements for partial day use in two (2) hour increments may be made with the employee's immediate supervisor.
- 9. Employees will not routinely be required to arrange for a substitute when calling in sick.

F. VACATION

- 1. All full-time year-round employees, after one (1) year of employment, shall be granted vacation with pay on the basis of the following schedule:

<u>Seniority</u>	<u>Vacation Allowance</u>
After 1 year	5 days total
After 2 years	10 days total
After 5 years	12 1/2 days total
After 10 years	15 days total
After 15 years	20 days total
After 25 years	25 days total

- 2. Eligible employees scheduled to work less than fifty-two (52) weeks, will receive a prorated portion of the vacation allowance based upon his/her scheduled days of work in relationship to a 260 day work schedule. For example, an employee working 240 days would receive ninety-two percent (92%) of the allowance.
- 3. Vacation shall be computed at the employee's regular straight time rate.
- 4. In the event of death of an employee, an allowance for earned vacation prorated to the nearest month of service will be added to any pay due the employee at the time of death and disbursed to the employee's estate.
- 5. Upon separation of employment, the employee shall be paid for all earned but unused vacation time at the employee's current rate of pay.
- 6. If an employee becomes ill while on vacation or prior to, his/her vacation shall be rescheduled to the extent of days of illness and those days of illness shall be deducted from accumulated sick leave.

7. If a holiday occurs during the vacation period of the employee, such employee shall, at the employee's option, either receive an additional day's vacation with pay or shall be paid for that holiday in addition to his/her vacation pay.
8. Vacation days normally will be taken between July 1 of the year credited and July 31 of the following year. They shall not be carried over beyond July 31 of the following year unless specifically approved by the Superintendent. Dates of vacations must be approved by the Superintendent but such approval will not be arbitrarily withheld. To the extent possible, all vacations will be scheduled so as not to conflict with the normal operations of the District.

G. PERSONAL BUSINESS DAYS

1. Each full time employee shall be entitled to two (2) non-accumulative personal business days. All part-time employees shall be entitled to personal business days at the same rate as provided above in proportion to time actually worked.

Each twelve (12) month employee shall be entitled to three (3) non-accumulative personal business days.

2. Personal business days may be used in increments of one (1) day, in the case of Bus Drivers, one (1) unit. In the case of employees regularly scheduled to work more than six (6) hours per day, other arrangements for partial day use in two (2) hour increments may be made with the employee's immediate supervisor.
3. The employee shall make arrangements for personal business days with his/her supervisor as far in advance as possible, but in any event no less than twenty-four (24) hours in advance, unless in case of an emergency.
4. Personal business days shall not be accumulative, but unused days will be added to sick days, or to vacation days if the employee is at the maximum accumulation of sick days.
5. Personal business days are to be used only to attend to matters of an urgent and critical nature, dealing with the domestic, financial or legal affairs of the employee or the employee's household, which requires their personal attention and cannot be attended to at a time outside normal working hours (not including, for example, outside employment or volunteering, or recreation). Personal business days shall not be granted the scheduled work day prior to or following a vacation, recess, holiday or break period, nor the first or last week of the school year, unless otherwise approved.

- H. 1. Any employee with perfect attendance for a semester, will receive a perfect attendance bonus equal to one-half (1/2) of the employee's daily wage.

ARTICLE XX - UNPAID LEAVES OF ABSENCE

- A. An unpaid leave of absence shall be time off from the job of up to twelve (12) months without pay and with the right to reinstatement to the employee's former position and classification, if it exists, or to the first available position in the classification to which the employee's seniority and qualifications would entitle him/her.

B. During an unpaid leave of absence, an employee does not lose or accumulate seniority or accrued benefits.

C. An unpaid leave of absence shall be a military leave, an educational leave, a health leave, an Association leave, an emergency leave, or parental leave. A written application for such leave shall be made by or for the employee to the Superintendent.

D. MILITARY LEAVE

1. The Employer agrees to abide by the provisions of the Selective Service Act and its judicial interpretations with respect to leaves of absence due to military service, including National Guard Duty.

2. Such leave may be extended upon application to the Superintendent.

E. EDUCATIONAL LEAVE

1. The employee, upon written application, may be granted an educational leave of absence without pay to pursue an education in their area or a related field up to one (1) year.

2. Such leave may be extended upon application to the Superintendent.

F. HEALTH LEAVE

1. An employee who is unable to work because of personal illness, injury, and has exhausted all his/her sick pay under Article XIX shall be granted a leave of absence without pay upon written request and furnishing the Employer with a statement from a physician of the necessity for such absence.

2. The health leave of absence shall be for the period of disability, but not to exceed twelve (12) months, unless extended by mutual written agreement between the employee and the Superintendent. The Employer may require a statement from a physician of the necessity for the continuation of such absence.

3. An employee returning from health leave must give two (2) weeks notice of his/her intention to return to work.

G. LEAVE FOR ASSOCIATION BUSINESS

Any member of the Association elected to an official Association position or selected by the Association to perform duties which require him/her to leave regular employment, may at the written request of the Association, be granted a leave of absence without pay not to exceed one (1) year or the term of office, whichever may be shorter.

H. EMERGENCY LEAVE

An employee shall be granted, upon application to the Superintendent, an emergency leave of not more than ten (10) work days to resolve personal matters for which there is not another specific unpaid leave, or when paid leave which would apply to the situation the employee faces has been exhausted.

I. PARENTAL LEAVE

An employee shall be granted an unpaid leave of absence for up to one (1) year for the purpose of bearing and care of a newborn or care of a newly adopted child.

ARTICLE XXI - HOLIDAYS

- A. Full time employees within the bargaining unit shall be entitled to the day off with pay on the following holidays:

New Year's Day	Independence Day	Day after Thanksgiving
Good Friday*	Labor Day	Day before Christmas
Memorial Day	Thanksgiving Day	Christmas Day
New Year's Eve Day		

*if school is not in session

- B. If a holiday falls on Saturday, it will be observed on Friday. If a holiday falls on a Sunday, it will be observed on Monday.
- C. The employee required to work on a holiday shall be paid at the regular rate of pay for all hours worked in addition to his/her regular pay for the holiday.
- D. Each full-time employee not required to work, will be paid for his/her regular hours at his/her regular pay rate for each of the above enumerated holidays.
- E. If a holiday occurs within the employee's vacation period and he/she is absent from work because of vacation, the employee, at his/her discretion, shall be paid for that holiday in addition to his/her vacation pay or receive an additional day off with pay. Either option must be requested with at least two (2) weeks' advance notice before the time the holiday will occur. If no election is made the employee shall be paid regular pay for the holiday and no deduction from accumulated vacation leave shall be made for the holiday.
- F. In order to receive holiday pay, the employee must have worked his/her last scheduled work day before and his/her first scheduled work day after the holiday or have been on paid leave.

ARTICLE XXII - HEALTH PROGRAM

- A. Whenever the Employer shall require a physical examination of an employee, such examination shall be provided by the Employer without cost to the employee.
- B. The Employer shall make arrangements for employees to receive free health tests and/or immunizations (relevant to the employees' employment) which are given at the work site by health agencies. In the event that said free relevant health tests and/or immunizations are given away from the work site only during an employee's working hours, the employee may make arrangements, where

possible, with the Employer in advance to leave work for the purpose of obtaining said tests and/or immunizations and make up the work time later.

- C. The Employer shall assist in procuring emergency treatment for any serious illness or job-related injury which manifests itself during work hours by notifying the appropriate emergency service.
- D. Upon the recommendation of the employee's physician, the employee shall be allowed to work a light duty or restricted assignment provided that job responsibilities can be completed by the temporary reassignment of some duties to other employees in the same classification. The Employer shall not be required to implement such light duty or restricted assignment unless there is reasonable assurance from the employee's physician that the employee will be able to return to full-load duty within four (4) weeks of the initiation of the light duty/restricted assignment. If the employee does not return to full-load duty with physician approval after four (4) weeks, the light duty or restricted assignment may be extended by the Employer. Nothing contained in this provision shall be construed to conflict with or supersede applicable state and/or federal laws and/or regulations.

ARTICLE XXIII - WORKER'S COMPENSATION

All employees shall be covered by the applicable Worker's Compensation laws. An employee granted Worker's Compensation benefits shall, after receipt of such benefits, be paid the difference between the employee's regular compensation and the amount received from Worker's Compensation which shall be deducted from the employee's personal accumulated sick leave days until such days are exhausted. The sick day deduction shall be prorated at a fractional basis in proportion to the actual amount paid per day by the Board.

ARTICLE XXIV - HOURS OF WORK

- A. 1. Each full-time custodian who normally works a schedule of eight (8) consecutive hours per day shall be entitled to receive one (1) fifteen (15) minute paid work break and one (1) half-hour (1/2) unpaid meal break to be scheduled with his/her supervisor. Each full-time custodian who normally works a schedule of eight (8) total hours per day with at least a one (1) hour interruption in work hours during the day shall be entitled to either one (1) fifteen (15) minute paid work break or one (1) half-hour (1/2) unpaid meal break to be scheduled with his/her supervisor.
- 2. Each aide who works four (4) or more consecutive hours and is scheduled through lunch meal time (11 a.m. - 1 p.m.) shall be entitled to receive a one-half (1/2) hour unpaid lunch break to be scheduled with his/her supervisor. Each aide who works four (4) or more consecutive hours and is scheduled through lunch meal time (11 a.m. - 1 p.m.) and who works four (4) or more consecutive hours without a meal break shall be entitled to receive a fifteen (15) minute paid work break in addition to a one-half (1/2) hour unpaid meal break. Each aide who works four (4) or more consecutive hours but is not entitled to the above unpaid lunch break shall be entitled to receive a fifteen (15) minute paid work break.

3. Food service employees who are scheduled to work four (4) or more hours of continuous work per day shall be entitled to receive a fifteen (15) minute paid work break to be scheduled with his/her supervisor. When a food service employee is assigned to substitute for the Cook/Manager, the employee shall be entitled to an additional paid fifteen (15) minute work break provided the assignment requires the employee to work at least two (2) hours beyond his/her regular daily schedule.
 4. Each full-time secretary who normally works six (6) or more hours per day and does not take a meal break shall be entitled to receive a fifteen (15) minute paid work break to be scheduled with his/her supervisor. Each full-time secretary who normally works eight (8) hours per day shall be entitled to receive both a fifteen (15) minute paid work break and a one-half (1/2) hour unpaid meal break to be scheduled with the supervisor. Election of an unpaid lunch shall not result in an extension of the paid work day.
 5. A paid work break may be taken in lieu of an unpaid lunch break by eligible custodians, secretaries or aides upon mutual agreement between the employee and his/her supervisor.
- B. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by the city, county or state health authorities, may be rescheduled as provided in the calendar to ensure that there are the state required days of actual student instruction for the purpose of receipt of state aid. Employees, except custodians and secretaries, will not be required to report for work and will receive their regular pay for any days which do not have to be rescheduled. If a day must be rescheduled, the employee will work and the employee will receive his/her regular pay (and will not be required to report for work) on the canceled days, but will be required to report for work on the rescheduled day without additional compensation. Custodians and secretaries will be required to report to work, but may leave their post early without loss of pay on such canceled days if, in view of their supervisor, the custodians' and secretaries' duties are completed. Part-time custodians and secretaries will be called in as necessary and paid for hours actually worked. Bus drivers are expected to respond to calls for emergency school closing. However, no bus driver shall be penalized by being required to pay a substitute if the driver cannot be reached or informed of a school closing. On scheduled days of student instruction which start late because of inclement weather, fires, etc., aides are required to report fifteen (15) minutes before the students.
- C. Each employee will, at the beginning of each school year (not later than the third week of school) be informed of his/her daily "regular work hours." Employees shall, thereafter, be paid on the weekly total of such daily regular work hours as reflected on a simplified time sheet which may be required each week or pay period consisting of a certification statement that the employee worked (or expects to work) the regular hours unless actual hours are different, in which case the employee will record actual time worked. All such time beyond the daily regular work hours shall be paid at regular rates unless the total of time worked for the week exceeds forty (40) hours. If the employee, excepting bus drivers, is temporarily assigned for, or is substituting for, another employee, the employee shall be paid his/her regular hourly rate or the Board established substitute rate for the second position, whichever is higher. The Board will increase the sub rate for bus drivers subbing for other drivers to twelve dollars and seventy-five cents (\$12.75).
- D. Employees, when requested to drive their automobile in the discharge of their duties, or when requested to do so by the appropriate supervision, shall be reimbursed for the actual miles driven. At a rate of .22 cents per mile or same rate paid to professional staff (teachers).

- E. The parties agree that it is not the normal expectation that members of this bargaining unit will have available a private automobile or vehicle to use as part of the fulfillment of the employee's duties. No penalty or discipline may be imposed on any employee who does not have such private transportation available for use in their employment.
- F. All time worked over forty (40) hours in one (1) work week (defined as 12:01 a.m. Monday - Midnight Sunday) shall be considered as overtime and shall be paid to employees at the rate of one and one-half (1 1/2) times (x) the employee's regular hourly rate. All overtime compensation whether paid in hourly rates or in compensatory time must be completed in payment to the employee within the two (2) week pay period in which it was earned.

G. **SPECIAL TRIPS - BUS DRIVERS ONLY**

Special trips shall be defined as either Athletic or Non-Athletic.

1. Athletic trip assignments will be filled using seniority as a primary criteria. Assignments shall be made on an annual basis. A driver may elect an athletic run for more than one (1) season if the opportunity exists. The runs shall be offered prior to the beginning of the school year.

FALL RUNS

Football - Varsity and Junior Varsity
Girls Basketball - Varsity and Junior Varsity
Girls Basketball - Middle School
Cross Country
Girls Basketball - 9th Grade (possible)

WINTER RUNS

Boys Basketball - Varsity and Junior Varsity
Volleyball - Varsity and Junior Varsity
Boys Basketball - Middle School
Boys Basketball - 9th Grade (possible)

SPRING RUNS

Baseball/Softball
Track

2. Non-athletic trips (fan busses, band trips, school field trips, etc.) shall be offered and assigned on a rotational-seniority basis. Any trip that comes up will be offered to the driver with high seniority. The driver may elect or decline (pass) on that trip. In either case, the next available trip will be offered to the driver second on the seniority list. This will continue for all non-athletic runs until each regular driver has been offered a special trip. Then the choice will again go to the high seniority driver. Clarification: If a driver passes on a run, he/she then loses his/her turn.

3. An attempt will be made to equalize the opportunity for special trip hours for all regular drivers with a system using Opportunity Hours.
 - a. The hours generated on special trips will be counted towards the total Opportunity Hours whether the driver drives or refuses to drive the extra trip offered.
 - b. All athletic and non-athletic special trips will count. Substitute hours for regular runs will not be counted toward the Opportunity Hours.
 - c. If a more senior driver has more Opportunity Hours than a less senior driver, the more senior driver will be passed over (at no penalty) until Opportunity Hours are nearly equal.
 - d. Example 1:
A driver refuses a three-hour (3) special trip during his rotation. These three (3) hours will be added to his Opportunity Hours.
 - e. Example 2:
Driver A is more senior than Driver B. Driver A has 35 Opportunity Hours; Driver B, 30. A four-hour (4) trip comes up. Driver A is passed over and retains 35 Opportunity Hours. Driver B is asked to drive because four (4) additional hours will still leave him/her with fewer Opportunity Hours than the more senior driver.
- H. All special trips shall be authorized by a Request for Special Trip Form, signed by the person requesting the special trip and the Superintendent of Schools or his/her designee.
- I. Drivers who drive special trips shall clean the bus after the trip. The bus must be cleaned before the next regular run if time permits.
- J. Only drivers assigned special trip authorizations shall drive the bus to and from the destination stated.
- K. Drivers assigned to special trips shall fill out the "Special Trip Form" upon returning from the special trip.
- L. Food service employees will be provided with up to two (2) uniforms per year at the discretion of the Superintendent and Cook/Manager. Food service staff will be consulted prior to purchasing uniforms.
- M. Bus drivers are encouraged to bring forward suggestions and recommendations for improving cost effectiveness, efficiency and run equalization of the bus system. Such suggestions and recommendations will be submitted in writing to the Transportation Supervisor and, at the driver's option, may be subsequently forwarded to the Superintendent.
- N. Employees shall not be required to participate in meetings with a supervisor during break periods or during unpaid time.

ARTICLE XXV - BARGAINING UNIT MEMBER EVALUATIONS

- A. All observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.
- B. Each employee shall be informed in writing of the criteria which shall be applied by the Employer in evaluating the employee's performance. Such notice shall be provided annually, prior to any evaluation by the Employer.
- C. All evaluations shall be in writing, with a copy provided to the employee.
- D. If a supervisor believes that an employee is doing unacceptable work, the reasons shall be included in the evaluation and specific ways in which the employee can improve will be included in the written evaluation. Assistance to be provided to the employee in making such improvements will also be in the written evaluation.
- E. Employees may submit written comments to be attached to any employee evaluation which is performed by the Employer.
- F. A written evaluation shall be completed on each employee at the conclusion of the employee's probationary period. Failure to complete such an evaluation shall be deemed as evidence that the employee's work is satisfactory.
- G. The evaluation shall be on the approved form (Appendix A).
- H. Failure of the Administration to conduct an evaluation for a given fiscal year shall equate to a satisfactory evaluation for the employee.

ARTICLE XXVI - TERMINATION OF EMPLOYMENT

Discharge of a non-probationary employee by the Employer shall be for just cause only and the employee shall have recourse to the Grievance Procedure as set forth in this Agreement.

ARTICLE XXVII - RULES AND REGULATIONS

- A. The Superintendent or his/her designee shall provide the Association with a copy of all work rules and regulations which are issued in writing to employees, at the time of issuance.
- B. No work rules or regulations may violate any of the terms and conditions set forth in this Agreement.
- C. Each employee shall be generally responsible to one (1) supervisor, said supervisor to be assigned by the employer.

ARTICLE XXVIII - SUBCONTRACTING

- A. During the life of this Agreement, the Employer shall have the right to subcontract bargaining unit work in cases where there are no bargaining unit employees available to perform the work.
- B. Subcontracting shall not, however, be used to permanently displace any bargaining unit member, or to avoid recall of a laid off bargaining unit member.

ARTICLE XXIX - SUCCESSORS CLAUSE

In the event that there is consideration of annexation, consolidation, or other reorganization with one (1) or more districts in whole or in part, the Board shall notify the Association in writing immediately. Upon request by the Association, the Board will meet with the Association to discuss the plans, and to receive input from the Association. Areas of discussion shall include, but not be limited to: seniority, wage scale, placement, transfers and employment by the successor Board. The Board will make reasonable efforts to assure the continued employment of all employees. Both the Board and the Association recognize that the Board may not have any legal authority or responsibility to assure the continued employment of Board employees in the event of annexation/consolidation, or other reorganization of the Employer.

ARTICLE XXX - SAVINGS CLAUSE

- A. The parties recognize that this Agreement is subject to the Constitution and laws of the United States and the State of Michigan.
- B. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and such Article, Section, compliance and/or enforcement shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.

ARTICLE XXXI - WAGE SCALE -- FOWLER PUBLIC SCHOOLS

Bus Drivers

* Regular Full Run a.m. and p.m. drivers employed after July 1, 1996

<u>STEP</u>	<u>1996-97</u>	<u>1997-98**</u>	<u>1998-99**</u>
0	\$6,296	2% min.	2% min.
1	\$6,359	2% min.	2% min.
2	\$6,423	2% min.	2% min.
	<u>1996-97</u>	<u>1997-98**</u>	<u>1998-99**</u>
Kindergarten -			
complete runs	\$4,132	2% min.	2% min.
Extra runs	\$ 9.05	2% min.	2% min.
Meals	\$ 4.89	2% min.	2% min.

All drivers employed prior to July 1, 1996 shall receive the following percentages based on their previous years hourly rate:

1996-97 - 4%
 1997-98** - 2% min.
 1998-99** - 2% min.

* These are "standard" rates based on the hours normally required for the school year. If normal operating hours are changed per route, the rates shall be adjusted.

*The Board shall pay all testing charges, license fees and the cost of any physical examinations required of bus drivers in order to become, or remain eligible for employment as a bus driver. Any bus driver hired after July 1, 1989 who is not currently eligible to drive, will receive the above benefit in full provided the driver stays for four (4) years as a driver with the Board. If a newly employed bus driver leaves the employ of the District within four (4) years of the Boards' payment of the license requirements, the driver shall reimburse the Board in full for the costs.

Secretarial

Secretarial personnel employed after July 1, 1996

<u>Step</u>	<u>1996-97</u>	<u>1997-98**</u>	<u>1988-99**</u>
0	\$8.01	2% min.	2% min.
1	\$8.09	2% min.	2% min.
2	\$8.17	2% min.	2% min.
3	\$8.25	2% min.	2% min.

Secretarial personnel employed prior to July 1, 1996 shall receive the following:

1996-97 - 4%
 1997-98** - 2% min.
 1998-99** - 2% min.

Food Service/Teacher Aides

Food Service/Teacher Aides employed after July 1, 1996

<u>Step</u>	<u>1996-97</u>	<u>1997-98**</u>	<u>1988-99**</u>
0	\$7.20	2% min.	2% min.
1	\$7.27	2% min.	2% min.
2	\$7.34	2% min.	2% min.
3	\$7.41	2% min.	2% min.

Food Service/Teacher Aides employed prior to July 1, 1996 shall receive the following:

1996-97 - 4%
1997-98** - 2% min.
1998-99** - 2% min.

Custodial

Custodial personnel employed after July 1, 1996

<u>Step</u>	<u>1996-97</u>	<u>1997-98**</u>	<u>1998-99**</u>
0	\$8.21	2% min.	2% min.
1	\$8.29	2% min.	2% min.
2	\$8.37	2% min.	2% min.
3	\$8.45	2% min.	2% min.

Custodial personnel employed prior to July 1, 1996 shall receive the following:

1996-97 - 4%
1997-98** - 2% min.
1988-99** - 2% min.

Communications Specialist

<u>1996-97</u>	<u>1997-98**</u>	<u>1998-99**</u>
\$10.98	2% min.	2% min.

** The salary increase, in 1997-98 & 1998-99, is to be 2% minimum or the same increase as professional staff (teachers) which ever is greater but in no way shall the increase be less than 2%.

ARTICLE XXXII - FRINGE BENEFITS

- A. The Board of Education agrees to provide and maintain without cost to the full-time bargaining unit member for a full twelve (12) month period for the employee and his/her entire family and any other eligible dependents, the following health care benefits:
1. Blue Cross/Blue Shield, Master Medical. The Board agrees to pay any increased costs of Blue Cross/Blue Shield insurance rates during the existence of this contract. Bargaining unit members will pay three dollars (\$3.00) for each covered prescription or refill.
 2. SET Dental Insurance, the incentive plan with the orthodontic rider which is not to be less than \$1000.00.

3. A \$10,000, AD & D Life Insurance Policy for each employee.
 4. Long-term disability insurance which will provide for disability pay at sixty-six (66) and two-thirds percent (2/3%) of the monthly pay, after a ninety (90) calendar day waiting period.
 5. MESSA Vision Service Plan - 3 (VSP)
- B. For those not selecting Blue Cross/Blue Shield, Master Medical, the Board shall pay an amount equal to the single subscriber rate of Blue Cross health insurance toward any of the Tax Deferred Annuities mutually agreed upon by the Board and the Association. Upon the unit member's written request, the Board agrees to reinstate the employee back into the health insurance program, at the Blue Cross/ Blue Shield rate during the next open enrollment period.
 - C. The Board shall provide thirty-five dollars (\$35.00) per month (for twelve [12] months) for each employee in the bargaining unit toward the purchase of tax deferred annuities. Each employee shall be entitled to designate the carrier from the list provided by the Board.
 - D. The Board's insurance contribution shall begin in September of each year and continue for twelve (12) full months.
 - E. Within thirty (30) days of the opening of each school year, the Board shall notify each employee of the insurance coverage being provided by the school district for that employee. This notification must be done in writing no later than the thirtieth (30th.) day of September of each year, or a meeting will be held with the representatives of the various insurance carriers.
 - F. Any member having a change in marital, family, and/or dependency status shall make the proper amendments to his/her coverage through the business office within thirty (30) working days of the time that a change in status occurs or from the time of receiving notice of coverage from the District. Provisions of the insurance carrier shall be in effect if their policies differ from this paragraph.
 - G. A \$10,000.00 AD & D life insurance policy for all non full-time employees.

ARTICLE XXXIII - SEVERANCE

- A. Employees with at least fifteen (15) years of continuous uninterrupted service, as defined in the Agreement, in the District, shall receive a severance stipend based upon the following schedule:

15-19 years	\$12/yr. of service
20-24 years	\$22/yr. of service
25 or more	\$32/yr. of service
- B. No payment will be made unless the employee has at least fifty (50) days of sick leave time available at the point in time of severance.
- C. This provision shall not apply to an employee who is discharged


ARTICLE XXXIV - DURATION


This Agreement shall become effective upon ratification by the Board and shall remain in effect until June 30, 1999. This Agreement shall expire on this date and may be extended by mutual consent in writing by both parties.

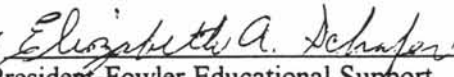
**FOWLER PUBLIC SCHOOLS
BOARD OF EDUCATION**


**MICHIGAN EDUCATION ASSOCIATION
(Fowler Educational Support Personnel
Association)**

BY 
President

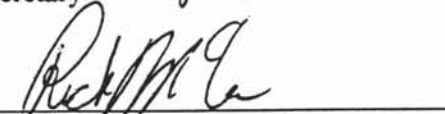
BY 
Authorized Representative
Michigan Education Association

BY 
Vice President

BY 
President-Fowler Educational Support
Personnel Association

BY 
Secretary

Date 12-2-96

BY 
Treasurer

Date 11-13-96

ARTICLE XXXV - CALENDAR

By February 1, the Association may provide written recommendations for the Board to consider when developing the subsequent year's calendar.

During the normal school year any teacher days scheduled without students, the senior food service and senior paraprofessional staff members may remain on duty, with the approval of the superintendent or his/her designee.


LETTER OF UNDERSTANDING

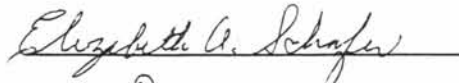
The Fowler Public Schools Board of Education and the Fowler Educational Support Personnel Association hereby enter into this Understanding concerning application of Article XXXII - Fringe Benefits:


1. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.
2. The Board by payment of the premium payments required to provide the insurance shall be relieved from all liability with respect to the benefits, eligibility, commencement and termination of coverage.


**FOWLER PUBLIC SCHOOLS
BOARD OF EDUCATION**

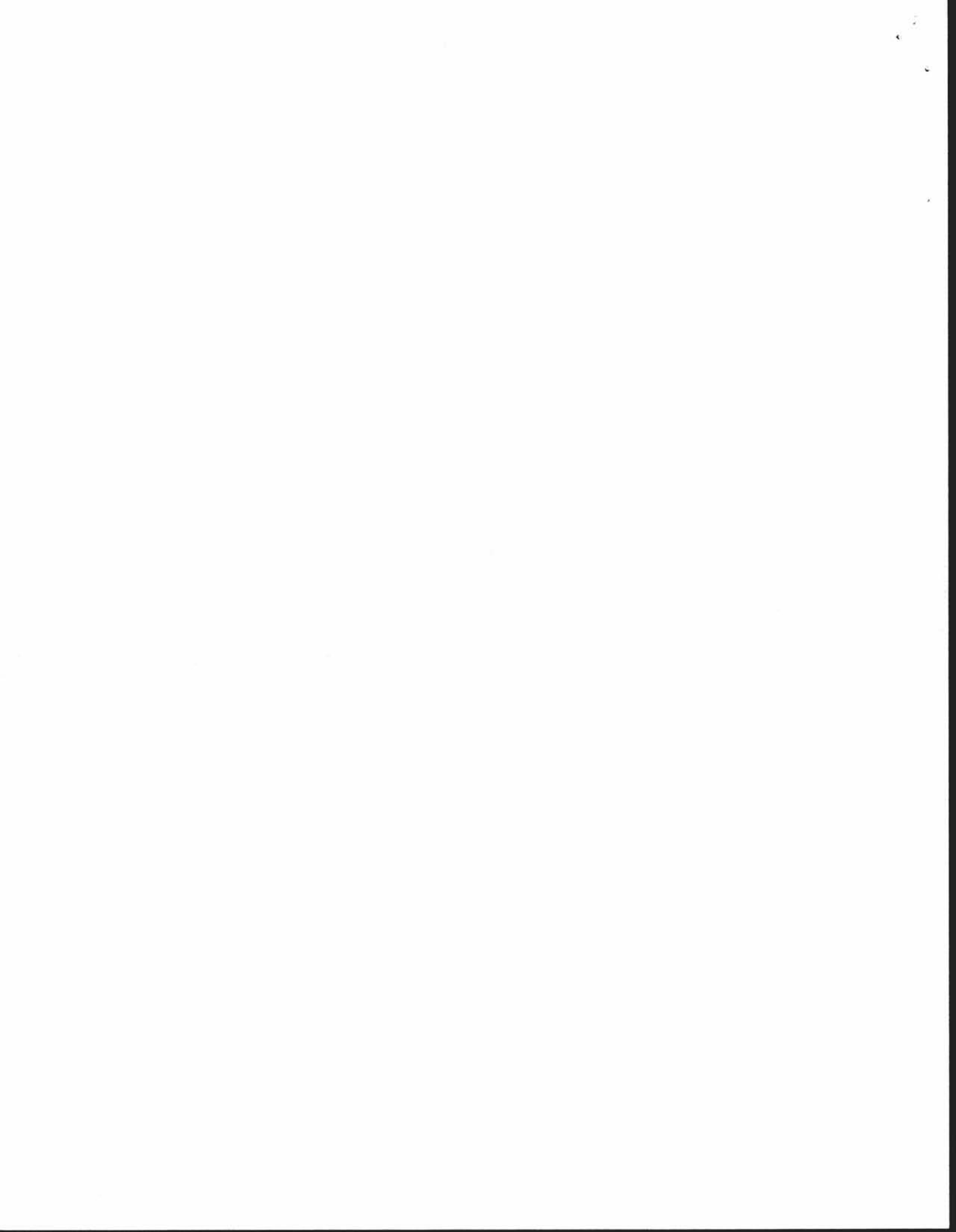
**MICHIGAN EDUCATION ASSOCIATION
(Fowler Educational Support Personnel
Association)**


Date: _____


Date: Oct. 28, 1996


Date: _____


Date: Oct. 28, 1996



APF JIX A - Fowler Public Schools Employee Evaluation. jrm

Evaluator: _____ Employee: _____ Date: _____

Status: _____ Probationary _____ Non-probationary

The primary purpose of the evaluation form is to encourage positive interaction between the supervisor and employee in order to realize improvement. Whether the instrument and the process is productive depends upon the attitudes of the involved parties. To be most effective, it is assumed that the evaluation will occur in an atmosphere of sensitivity, understanding, support, candor, and trust by both the evaluator and the person being evaluated.

INSTRUCTIONS: *Read carefully the description given for each of the qualifications below. Then place a circle around the number in the column which, in your opinion, most accurately describes the employee's standing. Evaluate each qualification without regard to the employee's rating on any other qualification. 1 being the LOW, 5 being the HIGH.*

1.	COOPERATION Ability to get along with others.	1 Is antagonistic, pulls against rather than works with others.	2 Is difficult to handle.	3 Usually gets along with others.	4 Cooperates willingly, gets along with others.	5 Gets along well with others, is friendly and helpful.
2.	INITIATIVE Tendency to go ahead	1 Takes no initiative, has to be instructed repeatedly.	2 Takes very little initiative, requires urging.	3 Does routine work acceptably.	4 Is fairly resourceful, does well by him/her self.	5 Is resourceful, looks for things to learn and do.
3.	COURTESY	1 Has been discourteous to the public and staff.	2 Is not particularly courteous in action or speech.	3 Usually is polite and is considerate of others.	4 Is considerate and courteous.	5 Is very courteous and very considerate of others.
4.	ATTITUDE Toward constructive criticism.	1 Doesn't profit by criticism, resents it.	2 Doesn't pay much attention to criticism.	3 Accepts criticism and tries to do better.	4 Accepts criticism and improvement noted.	5 Accepts criticism and improves greatly.
5.	KNOWLEDGE of the job.	1 Has not tried to learn.	2 Pays little attention to learning the job.	3 Has learned necessary routine but needs supervision.	4 Understands work, needs little supervision.	5 Knows job well and shows desire to learn more.
6.	ACCURACY of work.	1 Is extremely careless.	2 Is frequently inaccurate and careless.	3 Makes errors: shows average care, thoroughness and neatness.	4 Makes few errors: is careful, thorough and neat.	5 Very seldom makes errors, does work of very good quality.

APPENDIX A (continued)

7.	1	2	3	4	5
WORK ACCOMPLISHED	Is very slow, output is unsatisfactory.	Is slower than average.	Works with ordinary speed; work is generally satisfactory.	Works rapidly; output is above average.	Is fact and efficient; production is well above average.
8.	1	2	3	4	5
WORK HABITS	Habitually wastes time, has to be watched and prodded along.	Frequently wastes time, needs close supervision.	Wastes time occasionally, is usually reliable.	Seldom wastes time, is reliable.	Is industrious, concentrates very well.
9.	1	2	3	4	5
ADAPTABILITY	Can't adjust to changing situations.	Is slow in grasping ideas, has difficulty adapting to new situations.	Makes necessary adjustments after considerable instruction.	Adjusts readily.	Learns quickly, is adept at meeting changing conditions.
10.	1	2	3	4	5
APPEARANCE Neatness in personal care.	Is extremely careless.	Often neglects appearance.	Is passable in appearance, but should make effort to improve.	Is very good in appearance; looks neat most of the time.	Is excellent in appearance; looks very well all of the time.
11.	1	2	3	4	5
ATTENDANCE	Too frequently absent for continued employment.	Not regular enough in attendance.	Usually dependable.	Dependable	Never absent except for an unavoidable emergency.
12.	1	2	3	4	5
PUNCTUALITY	Too frequently tardy for continued employment.	Very often tardy.	Punctuality could be improved.	Seldom tardy.	Never tardy except for an unavoidable emergency.

Comments:

I understand that my signature is not intended to indicate my agreement with the appraisal, but indicates I have read the appraisal. I recognize my right to discuss this appraisal with my evaluator and attach comments concerning this appraisal.

Evaluator

Date

Employee

Date

Two copies of the evaluation will be signed and dated. One will be filed in the employee's personnel file. The other will be given to the employee.