

6/30/93

MASTER AGREEMENT

BETWEEN

HOLTON PUBLIC SCHOOLS

AND

HOLTON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA-NEA

JULY 1, 1992 - JUNE 30, 1993

Holton Public Schools

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ARTICLE 1

Agreement

- 1.1 This Agreement entered into this 1st day of July, 1992, by and between the Holton Educational Support Personnel-Michigan Education Association/National Education Association, as hereinafter called the "Association", and the Holton Public Schools, hereinafter called the "Employer."

ARTICLE 2

Recognition

- 2.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as exclusive representative for the purpose of collective bargaining for all permanent bus drivers custodial/maintenance personnel, food service personnel, clerical personnel, teacher aides, mechanic and crew leader; excluding confidential, supervisory, bookkeeper, substitutes, and all others of the Holton School District.

- 2.2 Unless otherwise indicated, use of the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of employees covered herein there shall be the following categories:

- (a) "Substitute employee" is an employee who is used on an irregular basis to fill in when a permanent employee is not available.
- (b) "Permanent employee" is an employee who is regularly scheduled to perform bargaining unit work. No non-permanent employees will be used to replace or to fill permanent positions including those lost through layoff, discharge, termination or through attrition.
- (c) "Full-time employee" is an employee scheduled to work a standard work week for fifty-two (52) weeks per year.
- (d) "Permanently employed one-half time employee" is an employee that works at

least four (4) hours or more per day on a regular basis.

- (e) "Crew leader" is a position that management shall have the right to fill at its discretion without regard to posting, bidding or seniority, and shall have the right to discontinue at its discretion. Further, if the crew leader is absent, other personnel shall not be considered as a substitute crew leader unless specifically assigned by the supervisor. A crew leader shall be appointed for food service. Said crew leader shall only function and be paid in that position when the food service supervisor is absent from her duties.

ARTICLE 3

Association Rights and Grievance Procedure

- 3.1 The Association and its members shall have the right to use school building facilities when school is normally open for meetings if such use is not in conflict with scheduled school activities, provided, that if special custodial services are required the Board may charge for the services according to Board policy.
- 3.2 Duly authorized representatives of the Association shall be permitted to transact official Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. The representative(s) shall notify the Superintendent or designee of his/her presence at work site prior to transacting official association business.
- 3.3 The Board agrees to provide sufficient bulletin board space in the building to carry Association announcements, notices of meetings, results of Association elections and notices pertaining to nominations and elections.
- 3.4 The maximum number of employees who shall be paid by the Employer while conducting negotiations or processing a specified grievance shall be limited to three (3). Compensation shall be at the employees' regular straight time rate of pay and shall cease at the end of the employees' regularly assigned shift, and times shall be by mutual agreement.

3.5

It is understood that representatives have full-time work to perform. It is their responsibility to obtain proper approval to leave their assigned work area and/or jobs to conduct Association business and to conduct that business in a manner least disruptive to the efficient operation of the school system. The following procedure shall govern. Representatives and/or alternates shall be governed by department rules regarding employees entering or leaving the department. Representatives and/or alternates may leave the department regarding a possible grievance when approval has been given by the immediate supervisor or the Superintendent.

3.6

Any employee who wishes the aid of a representative shall contact his/her immediate supervisor who shall notify the representative of the employee's request. The immediate supervisor shall give the representative approval to leave the department within a forty-eight (48) hour period. If a grievance becomes untimely due to a lack of supervisor approval of the representative's departure, the time limits at the first step shall be extended by the amount of time it took to get said supervisor approval. Any time paid by the Employer to work on grievances or potential grievances shall be spent on the Employer's premises.

3.7

The names of representatives or alternates in each department shall be given in writing to the Employer. No representative or alternate shall function as such until the Employer has been advised of his/her selection, in writing by the unit secretary. Any change in representatives or alternates will be reported to the Employer as far in advance as possible.

3.8

Any representative or alternate, or other officer of the Association employed by the Employer, having an individual grievance, in connection with his/her own work may ask for a representative to assist him/her in adjusting the grievance in a manner provided for in the Grievance Procedure.

3.9

Grievance Procedure

A. Definition:

A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. The termination of services or failure to reemploy any probationary employee shall not be grievable.

B. Hearing Levels

STEP 1:

Within ten (10) individual employee work days after the date of an alleged occurrence of a grievance, the aggrieved employee will take the matter up with his/her immediate supervisor. The employee may request the presence of the representative. The supervisor shall send for such representative without undo delay and without further discussion. The supervisor shall give an oral answer to the employee within the following five (5) work days.

STEP 2:

If the matter is not settled at Step 1, the employee and/or committee may submit within the five (5) work days following the oral answer a written and signed "Statement of Grievance" which shall name the employee involved, state the date of the alleged grievance, and the facts giving rise to the grievance, shall identify all provisions of this Agreement alleged to be violated by reference, shall state the contention of the employees and of the Association with respect to these provisions and indicate the relief requested.

Within five (5) work days following receipt of the written grievance, the supervisor shall submit a written answer to the employee and the Association. If the matter is settled at Step 2, the employee shall sign the grievance stating that result.

STEP 3:

If the matter is not settled at Step 2, the grievant and/or committee may appeal the matter within five (5) work days following the receipt of the written disposition of the immediate supervisor. Such appeal shall be made by forwarding a copy of the grievance and immediate supervisor's response to the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall, within five (5) work days after receipt of such grievance, schedule a meeting with the grievant and representatives of the Association. The Superintendent shall answer in writing within five (5) work days of said meeting.

STEP 4:

If the grievance is not resolved at ³ Step 4, the Association may within ten (10) work days of receipt of the written answer by the Board refer the matter to the Michigan Employment Relations Commission for arbitration. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the AAA, except each party shall have the right to pre-emptorily strike not more than three names from the list of arbitrators. The hearing shall be conducted in accordance with AAA rules. *Sept*

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. Any matter for which there is recourse under State or Federal statutes shall not be heard by the arbitrator. He/she shall have no power to interpret State or Federal law.
- b. Neither party may raise a new defense or ground at Step 4 not previously raised or disclosed in written form at Step 3.
- c. Not more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent, and then only if they are of a similar nature.
- d. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than sixty (60) work days prior to the date on which the grievance is filed, except in cases involving seniority and its application.
- e. The fees and expenses of the arbitrator shall be divided equally between the Employer and the Association. The parties shall bear individually the cost of presenting their respective cases in arbitration.
- f. The decision of the arbitrator shall be final and binding upon the employees, the Board, and the Association. Subject to the right of the Board or the

Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

C. Miscellaneous Conditions

1. Time limits may only be extended by mutual written agreement between the management and the Association.
 - a. Any grievance not answered within the time limits by the Employer shall be deemed passed to the next step of the grievance procedure.
 - b. Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the Employer's last response.
2. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level #2 of the grievance procedure.
3. Once a grievance has been processed or dropped, it cannot be reopened.

ARTICLE 4

Management Rights

4.1

The exercise of the Board of Education powers, rights, authority, duties, and responsibilities, adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only if the specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 5

Agency Shop

5.1

All employees shall, commencing with the first full month of employment following the completion of the probationary period:

- 1) become and remain members in good standing in the Association and pay to the Association dues in an amount uniformly required by the Association, or
- 2) so long as they remain non-members of the Association, pay to the Association a service fee in amount uniformly required by the Association.
 - (a) For the purpose of this Agreement, the terms dues/service fees shall mean all monthly dues/service fees.
 - (b) The Employer shall submit a check-off form furnished by the Association, conforming with the terms of this section to new employees at time of hiring.
 - (c) This Agency Shop clause is conditioned only by this Agreement and current State Labor Laws and legal interpretations thereof.

5.2

Employees, on forms provided by the Association, may direct the Employer to deduct from their wages the amount of their Association dues/fees each month. The Employer agrees to comply with such written authorization from the employee and deliver such deduction to the designated Association official by U.S. mail service within five (5) days of the first payroll period of each month with a complete dues/fees check-off list.

5.3

The written authorization of the employee for the deduction of dues/fees shall remain in full force and effect until revoked by him/her by written notice signed by the employee and received by the Employer and the Association not more than sixty (60) days and not less than fifty (50) days before any anniversary or termination date of this Agreement.

ARTICLE 6

Employee Rights and Protection

- 6.1 Nothing contained within this Agreement shall be construed to deny to any employee rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.
- 6.2 The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of handicap as defined in the Michigan Handicappers' Civil Rights Act or because of religion, race, color, national origin, age, sex, height, weight or marital status.
- 6.3 No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association.

ARTICLE 7

Job Description and Classification

- 7.1 For each classification, job descriptions will be developed. The Employer reserves the right to modify job descriptions. The descriptions and modifications shall be distributed to all current employees and to all new employees when hired by the District. The descriptions will include at a minimum:
- (a) Job Title and Description
 - (b) Minimum requirements
 - (c) A statement of required tasks and responsibilities.
- 7.2 The basic compensation of each employee shall be as set forth in "Schedule A". Employees working less than full year may elect to receive their compensation in one of the following ways:
- (a) actual pay for the payroll period
 - (b) 21 equalized pays
 - (c) 26 equalized pays
- 7.3 The following conditions shall apply to all overtime work:
- (a) Time and one-half will be paid for all hours worked over forty (40) hours in one week.

- (b) Double-time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.
- (c) Paid leave shall count toward hours worked.
- (d) Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the employee. Such compensatory time shall be at time and one-half or double-time, whichever is applicable.
- (e) All overtime hours for cooks and custodians will be allocated in rotation by seniority within each classification.

ARTICLE 8

Work Week, Work Day

8.1 The standard work week shall consist of five (5) consecutive days, Monday through Friday, both days inclusive except upon mutually agreed upon change.

8.2 The normal work day for full-time employees shall consist of eight (8) hours, and the normal work week shall consist of forty (40) hours.

8.3 Shift Change

The Employer shall have the right to change shifts only upon twenty-four (24) hours prior notice. There shall be no shift changes to avoid payment of premium pay, except in case of emergency.

8.4 If in any work week, as a result of a shift change, an employee is permitted to or required by the Employer to work and is not permitted or required by the Employer to work the number of hours in the then established weekly working schedule of his/her new shift, he/she will be reimbursed for the time lost as a result of such shift change.

8.5 Break Time

A. To the extent that the requirements of the employees' respective duties allow him/her to leave the work area, coffee breaks will be scheduled by the immediate supervisor. In any case, however, employees who work six (6) or more

hours per day will be accorded two (2) coffee breaks of fifteen (15) minutes each on a scheduled shift. The foregoing shall not apply to bus drivers.

- B. Special education bus drivers who take their unpaid coffee breaks will do so at a location situated reasonably between the last scheduled stop and the bus parking lot.

8.6 Lunch

Employees shall have a one-half (1/2) hour duty-free unpaid lunch during which time they may leave the District.

8.7 School Closing

- A. On any day that school is not in session because of inclement weather, no employee shall suffer loss of pay. Such pay to be paid in the pay period in which it occurs. All employees will report to work when roads are open upon the request of the Employer.

- B. A telephone fan-out system will be established by the Employer to supplement radio and television notices of school closing. This fan-out will be used to notify all employees and the Employer will make every effort to contact the earliest reporting employees first.

- 8.8
- A. Any employee reporting for work when no work is available shall receive a minimum of one-half (1/2) day's pay except when they have been notified not to report for work. This does not supersede or alter the provision of 8.7 above.

- B. Any employee called out to work for any hours outside their normal working hours shall be paid a minimum of two (2) hours.

- C. All kitchen personnel scheduled to work outside their normal working hours, but less than eight (8) hours per day or forty (40) hours per week shall receive fifty cents (\$.50) per hour in addition to their regular hourly rate for all such hours worked.

- D. Custodial/maintenance persons shall be on duty at all activities when rental fee is charged.

- E. It will not be necessary to have a custodial maintenance employee or cook on duty at non-rental activities unless the Board of Education or their designee, the Superintendent of Schools, deems it

necessary. However, the District endeavors to assure that any group using the food service area(s) and/or equipment shall leave said area(s) and/or equipment clean and ready for use by the food service employees in time for the start of the next food service shift.

ARTICLE 9

Working Conditions

- 9.1 The Employer shall provide adequate non-exclusive lounges and restrooms at each building for employees' use.
- 9.2 The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work area.
- 9.3 At the start of each school year, an employee shall be notified of his/her designated supervisor or supervisors. In the absence of the building principal, employees shall be made aware of the person who will be available for assistance, if needed, for building administration or supervision.
- 9.4 The Employer shall provide without cost to the employee the following:
- (a) three (3) uniforms per year by August 1st for each custodial/maintenance employee and bus mechanic. School uniforms shall be worn at all times when at work during the school year. During the summer, when school is not in session, shorts and/or shirts with sleeves may be worn in place of the uniform.
 - (b) first aid supplies shall be available in each school building and in each kitchen area.
 - (c) all required hand tools for custodial/maintenance employees. The employee shall be responsible to annually account for the tools and their reasonable use.
- 9.5 When the employee is required to use his/her own auto for Employer's business away from the school campus, he/she will be paid a minimum of one dollar (\$1.00), twenty cents (\$.20) per mile, or the Board policy current rate whichever is greater.

9.6 Food Service personnel shall not be required to transport food from one building to another except in power driven vehicles. A suitable power driven vehicle which meets health department standards shall be provided from 7:00 a.m. to 2:30 p.m. each day, Monday-Friday, by the District for the use of the food service program.

9.7 The Employer shall reimburse bus drivers the fee(s) for required licenses and renewals. New hires as bus drivers shall not be eligible for reimbursement for their current license but shall be reimbursed for all renewals that are required after the completion of their probationary period.

ARTICLE 10

Seniority

10.1 All new employees covered by this contract shall be probationary employees until they have been employed forty-five (45) working days. Upon completion of such probationary period, seniority shall be retroactive to date of hire; and the employee shall be considered permanently appointed and placed on the seniority list for the purpose of this collective bargaining agreement. There shall be no responsibility for the reemployment of probationary employees if they are laid off or discharged during this period; however, the employee and the Association shall be given written notice of discharge stating the reason for such discharge. Discharges of probationary employees shall not be subject to the grievance procedure.

In the event that more than one individual has the same seniority date, position on the seniority list shall be determined by drawing lots.

10.2 For the purpose of this provision, all employees shall be placed in one of the following classifications based on their current assignments:

- (a) Custodial/Maintenance
- (b) Mechanic
- (c) Clerical
- (d) Food Service
- (e) Aide
- (f) Bus Driver

Employees who work in more than one (1) classification shall be ineligible for extra work which would create overtime or interfere with the work in the classifications.

10.3 The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association. Errors, omissions, and/or deletions in or to the list as posted will be noted and made as required to conform to this Agreement at the request of any employee on written notice to the Association or at the request of the Association on notice to affected employee.

10.4 Seniority shall be lost by an employee upon termination, resignation, retirement, transfer to a non-bargaining unit position, failure to return to work upon recall from lay-off or at the end of a leave of absence, or if absent three (3) consecutive work days without notifying the employer there are extreme mitigating circumstances.

10.5 For the purpose of Reduction in Personnel, Layoff and Recall, an employee working in more than one classification shall be deemed to be assigned to all classifications in which the employee is working.

10.6 All unit officers, bargaining team members, and representatives shall have, by virtue of their Association office, top seniority within the unit and respective classifications for the purpose of lay-offs and recalls.

ARTICLE 11

Vacancies, Transfers, and Promotions

11.1 A vacancy shall be defined as a newly created position or a present position that is not filled.

11.2 All vacancies, as defined in 11.1 above, which the Employer intends to fill shall be posted within five (5) work days of the vacancy. Each posting shall be posted in a conspicuous place in each building of the district for a period of five (5) work days. Said posting shall contain the following information:

- (a) Date and time of posting of notice
- (b) Description of work involved
- (c) Location of work
- (d) Starting date
- (e) Rate of pay
- (f) Hours to be worked
- (g) Classification
- (h) Minimum requirements and qualifications
- (i) Date and time of closing of posting

11.3 Interested employees may apply by signing the posting within the five (5) day posting period. Employees on vacation or layoff who may wish to be considered for any posted opening or recall during their vacation period or layoff shall notify the Association president of their address and telephone number where they may be contacted. The Association president or vice-president will notify such employee and shall have the authority to sign postings if the absent employee so desires.

11.4 Vacancies shall be filled first based upon seniority and qualifications of applicants from within the classification where the vacancy exists. Should no employee from the classification where the vacancy exists apply, the vacancy shall then be filled based upon the seniority and qualifications of the other applicants within the unit.

11.5 Within ten (10) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. The successful applicant shall be notified in writing with a copy provided to the Association.

11.6 In the event of promotion in or transfer from one classification to another, the employee shall be given a thirty (30) work days trial in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, or at the option of the employee, the employee shall be returned to his/her previous assignment without loss of seniority or bias at their former rate of pay.

11.7

Transferred employees shall be placed on the probationary step of the wage schedule ("first 45 work days" step) for the thirty (30) work days trial period. At the successful conclusion of the trial period, the employee shall move to step one ("after 45 work days through 1 year" step). At the conclusion of one (1) year, the employee shall be placed on the step appropriate to his/her unit wide years of service.

11.8

Any employee may refuse permanent transfer or promotion without loss of seniority. For the purpose of this Agreement "permanent transfer" shall mean any transfer in excess of thirty (30) calendar days except during summer vacation.

11.9

An employee who is temporarily assigned to another job will be paid his/her regular rate or the probationary rate for those duties whichever is greater.

11.10

The parties agree that changes in assignments within classifications may be necessary. Assignment changes shall be for cause, and will in no case, require an employee to suffer a loss in wages and/or benefits.

Such changes in assignments shall be on a voluntary basis, whenever possible. If involuntary assignment changes become necessary, the convenience and the wishes of the affected employee(s) will be honored to the extent that such considerations do not conflict with best interests of the district.

In no case, shall voluntary or involuntary assignment changes occur without the affected employee(s) and the Association being apprised on the specific reason(s) for such changes.

ARTICLE 12

Reduction In Personnel, Layoff, and Recall

12.1

Layoff shall be defined as a reduction in the size of the work force.

12.2

When layoff occurs, probationary employees in the classification shall be laid off first, and then those employees with the least seniority in the classification shall be laid off.

- a) Layoff and recalls shall be based upon seniority within the classification, secondly within the unit.

- b) Layoff notice shall be given as soon as practicable after layoff decisions have been made.

- 12.3 Recall will be inverse to the order of layoff.
- 12.4 There shall be no new employees hired in a classification until all laid-off employees in that specific classification have been offered and given an opportunity to accept recall.
- 12.5 In the event any bargaining unit classification has laid-off employees, no other employees outside the classification shall be used to fill such position until all such laid-off employees have been offered and given an opportunity to accept recall.
- 12.6 The Employer will give preference to employees on layoff status to act as substitutes at substitute rates provided they so indicate in writing by classification filed with the Superintendent's office upon receiving layoff notice. Otherwise, the Employer shall be free to use its regular pool of substitutes.
- 12.7 Employees shall not be allowed to bump outside their own classification; however, any employee on layoff status will be given first preference as a substitute in another classification of their choice provided they have the necessary minimum qualifications and shall be given first preference for a regularly scheduled job opening.
- 12.8 Notice of recall shall be sent by certified or registered mail to the last known address as shown on the Employer'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 five (5) calendar days from receipt of notice (excluding Saturday, Sunday and holidays) to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work. Failure to return to work after fourteen (14) calendar days shall be considered a voluntary resignation. Exceptions may be made by mutual agreement between the Association and the District.
- 12.9 Employees on layoff shall accrue seniority during the period of such layoff.

ARTICLE 13

Evaluation

- 13.1 Each employee's immediate supervisor shall perform an annual evaluation and shall furnish a copy of the evaluation to the employee. If the employee disagrees with the evaluation he/she may submit a written response which shall be attached to the file copy of the evaluation.
- 13.2 Following each annual evaluation, which shall include a conference with the evaluator, the employee shall sign the evaluation. In no case shall the employee's signature be construed to mean that he/she agrees with the evaluation. An employee may submit additional comments to the written evaluation if he/she so desires.
- 13.3 The content of the employee's evaluation shall not be subject to the grievance procedure. Violations of evaluation procedure and/or timeliness shall be grievable.

ARTICLE 14

Safety and Health

- 14.1 Before commencement of employment, all new employees shall be required to pass a comprehensive physical plus a back x-ray conducted by a Board appointed doctor and paid for by the Employer.
- 14.2 Employees must report all injuries sustained during working hours to the immediate supervisor.
- 14.3 All employees shall observe all reasonable safety rules which are established by the Employer and shall use such safety equipment as required by the Employer which will be provided to the employees.

ARTICLE 15

Vacations

- 15.1 All full year employees shall receive paid vacation time. Said vacation time may be used by eligible employees at times of the employee's choosing. Employees shall be required to submit to the Employer a written request indicating their proposed vacation. When more than one employee requests the same vacation date(s) and work scheduling reasonably prohibits all requesting employees from being absent at the requested

time, preference will be given to the affected employee having the greatest seniority.

- 15.2 Vacation time shall be computed as of each employee's anniversary date on the basis of the following schedules:

Full-Year Employees

<u>Year Employed</u>	<u>Vacation Pay</u>
Less than 1 year	0 days
1 but less than 10 years	10 days
10 but less than 20 years	15 days
20 years or more	20 days

- 15.3 The Employer must answer all employee's requests in writing within five (5) calendar days after receipt of the vacation request.
- 15.4 All eligible employees shall have the right, upon request to the Employer during the pay period immediately preceding his/her scheduled vacation, to receive his/her vacation pay prior to taking such vacation.
- 15.5 Any employee whose sick leave bank has been exhausted shall be granted earned vacation days, upon request to the Employer, to be utilized as paid sick leave.
- 15.6 All employees shall receive earned vacation pay pro-rated to date upon termination.

ARTICLE 16

Holidays

- 16.1 The following days shall be recognized as paid holidays for employees working four (4) hours or more:

One half (1/2) day, New Year's Eve
New year's Day
Good Friday*
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve Day -
Custodians and Mechanics have full day
off. Other bargaining unit members
have one half (1/2) day off.
Christmas Day

16.2 Employees working less than four hours per day shall receive the following holidays:

Thanksgiving Day
Christmas Day
Good Friday*

16.3 If any of the above-specified holidays occur on a Saturday or Sunday, employees will work their normal Monday through Friday shift and receive six days' pay.

16.4 Holiday pay shall be at the regular hourly rate for the amount of hours an employee would have normally worked, in addition to the applicable rate for all hours worked on such holiday. To be eligible for holiday pay, an employee must have worked his or her last scheduled day prior to the holiday and his or her first scheduled day following the holiday. To be eligible for holiday pay, the employee must work the last day preceding and the first day succeeding the holiday which is scheduled for employees of that job category. An employee validly on paid sick leave will be considered to have worked.

*Employees shall receive holiday pay equal to one-half their regularly scheduled hours plus pay for any hours worked on Good Friday. In no case shall the combination of holiday pay plus wages for hours worked equal less than total regularly scheduled hours' wages.

ARTICLE 17

Sick leave

17.1 A sick leave day shall be computed to be the equivalent of an employee's regularly scheduled hours of employment per day. Sick leave shall be accumulated from date of hire at the rate of one (1) day per month of employment with an accumulation equal to the product of the number of sick days accumulated multiplied by the employees regularly scheduled daily hours of work, provided the maximum accumulation of paid sick leave shall not exceed Seven Hundred Twenty (720) hours. Paid sick leave shall be accumulated and used in increments of one-tenth (0.10) hours. Those employees who work the full school year shall accumulate ten (10) days per school year even though they may begin work in August and finish work in June. Probationary employees shall accumulate sick leave, but such leave shall not be available for use until completion of the probationary period. The employer shall furnish each employee with a written statement at the beginning of each school year setting forth the employee's accumulated sick leave credit.

17.2

Sick leave will be available to an employee for an incapacitating illness or exposure to contagious disease or an illness in the immediate family (father, mother, brother, sister, spouse or child) which requires the employee's attention at home. Injuries received by the employee while in the employ of another or in conjunction with a violation of an ordinance or the law, which require the absence of the employee will not be compensated.

17.3

Any employee whose sick leave has been exhausted shall be granted earned vacation days upon request to the employer, to be utilized as paid sick leave.

17.4

If an employee has exhausted his/her accumulated sick leave and vacation, he or she may mortgage up to five (5) days anticipated sick leave from the next year. Employees that utilize anticipated sick leave shall reimburse the Employer prior to severance of employment for all mortgaged sick leave.

17.5

In the event the employee has exhausted all accumulated sick leave during the term of the illness, the Employer shall grant, upon written application, an unpaid sick leave up to one year. While an employee is on an extended sick leave, he/she may accumulate seniority for the first six months and thereafter it shall be frozen until the employee returns to active employment. The employee shall be returned to the same or similar position in the same classification upon the expiration of the leave. The leave may be extended by mutual agreement.

17.6

An employee utilizing sick leave because of an injury incurred on the job may be required to furnish a doctor's statement. If the Employer requires the employee to be examined by the Employer's doctor, it shall be at the Employer's expense. The Employer reserves the right to demand a doctor's statement in cases of suspected continuous abuse or where the employee is absent in excess of three (3) days. Where the employee is absent for three (3) days or more because of a single illness, one doctor's statement may cover the entire absence until he/she is released by the doctor.

17.7

Employees shall notify their supervisor no later than the fifth month of pregnancy with their doctor's statement of the expected date of confinement. The Employer reserves the right to request additional doctor's statements of ability to perform the job as deemed necessary.

ARTICLE 18

Other Paid Leaves

18.1

At the beginning of every contract year, each employee shall be credited with two (2) days to be used for the employee's personal leave. An employee planning to use a personal leave day shall notify his/her supervisor at least one (1) day in advance, except in cases of emergency. Personal leave shall be available for business, or family obligations including the practice of individual religious preferences. The written request shall constitute a certification by the employee that the leave will be used for the purposes set forth above. No specific description of the intended use of a leave day shall be required except for a leave requested for the day before or after a holiday.

- (a) The Employer reserves the right to limit the number of personal days granted the same day in the same job category based upon the staffing requirements of the school district. Failure to grant personal days on such a basis may be grieved.
- (b) Personal days shall be granted in the order of application, except in cases of emergency.

18.2

An employee who is called for jury duty shall be compensated the difference between his/her normal salary and that amount of monies he/she has received from the court for the performance of such duty, excluding expenses and travel allowance. An employee called as a witness on behalf of the Board of Education to any court or administrative tribunal will receive his/her full rate of pay less any witness fees and mileage allowance.

18.3

Immediate family shall be interpreted as spouse, mother, father, brother, sister, child, father- and mother-in-law, brother- and sister-in-law, daughter- and son-in-law, step-parent, step-child, step-brother, step-sister, grandchild, step-grandchild, grandparents, and step-grandparents.

18.4

The employee shall be granted a maximum of five (5) days paid leave per death for immediate family except "step" relatives. A maximum of three (3) days paid leave shall be granted for "step" relatives.

ARTICLE 19

Unpaid Leaves

19.1 Personal leaves of absence without pay or benefits up to six (6) months in duration may be granted upon written request from an employee. During said leaves, seniority shall continue to accumulate. The employee may request in writing to terminate the leave at any-time.

19.2 Other unpaid leaves of absence may be taken for the following purposes:

- (a) Military Leave - A leave of absence shall be granted to any employee who is inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called or otherwise make him/herself available for active duty in the National Guard or Reserve. Return from leave must be requested within ninety (90) calendar days after honorable discharge.
- (b) Military Reserves - A leave of absence, in addition to annual vacation leave, shall be granted to employees for active duty defense training. Such leave shall not exceed ten (10) work days. The employee, at his/her option, may elect to take his/her vacation for this training period.
- (c) Public Service - A leave of absence not to exceed four (4) years shall be granted to any employee upon application for the purpose of campaigning for, or serving in, a public office.
- (d) Association Office - A leave of absence for up to two (2) years shall be granted upon application for the purpose of serving as an officer of the Association, or an officer in its state or national affiliate.

19.3 Requests for leaves (and extensions) shall include:

- (a) The reason for the leave.
- (b) The beginning and ending dates.

- 19.4 Employees may request an extension of an unpaid leave. If the leave extension is granted, seniority shall be frozen at the seniority accrued on the date the extension begins.
- 19.5 At least five (5) work days prior to the date a leave is scheduled to expire, an employee shall notify in writing the Employer of his/her intent to return to work. An employee failing to give written notice shall be a voluntary quit. In cases where an extension is being requested, a written request must be made at least thirty (30) days prior to the expiration of the leave.
- 19.6 An employee returning from leave, granted under 19.2 above, shall be placed at the salary schedule step that he/she would have been at had he/she worked in the district during the leave. An employee returning from leave, granted under section 19.1, shall receive salary schedule step credit equal to the length of leave but in no case more than six (6) months credit.

ARTICLE 20

Fringe Benefits

- 20.1 Upon written application by the employee, the Employer will provide MESSA Super Care 1 health care protection for the employee and his/her eligible dependents subject to the following schedule:
- | | |
|-----------------------------|--|
| 6-8 hour employees | Up to full family rates paid by the Employer |
| 5:59-4 hour employees | Single subscription rates paid by the Employer |
| Less than 4 hours employees | Employees pays |
- 20.2 Any employee enrolled in the health care protection contained in Section 20.1 shall annually declare in writing those members in the family covered by health insurance. The employee shall within one month, file written changes in the family status with the Employer. Failure to do so will subject the employee to a charge back against payroll where the Employer is required to over pay premiums.
- 20.3 Those employees eligible for insurance in Section 20.1 that are already covered by health insurance through their spouse's health insurance may elect to take non-taxable options including tax-deferred annuities up to one half the single subscriber premium rate per month. Tax-deferred annuities may be available from the following vendors: Prudential Insurance

Company, Washington National Life Insurance Company, Lincoln National Life Insurance Company, Mutual Benefit Life Insurance Company, Jackson Life Insurance Company and Farm Bureau Life Insurance Company. No additional vendors will be added without the consent of the Board.

20.4 It is understood that Holton Public Schools shall be responsible for insurance premiums only under the following conditions:

1. An employee must work ten (10) days in any given month, or
2. An employee must be on paid leave of absence for at least ten (10) days in any given month (i.e., sick or vacation).

If an employee does not meet one of the above conditions, such employee shall be responsible to see that their premiums are paid.

20.5 During an unpaid leave of absence the employee may pay the premiums for his/her insurance through the payroll office or, must drop the insurance.

20.6 Life Insurance: For all employees, the Employer will provide a \$15,000 term life insurance policy with accidental death and dismemberment (AD&D) during the life of this contract.

ARTICLE 21

Bus Drivers

21.1 Drivers shall gas buses, clean the interior of buses, and do those things required by State and Federal law as part of their regularly assigned responsibility. Drivers will be awarded .5 per day at regular rate to perform the responsibilities assigned and for inclement weather conditions. If driver's responsibilities are increased beyond those duties regularly assigned as of September of 1989, the .5 per day above shall be increased to .6 per day.

21.2 Job posting will reflect driving time in tenths to which will be added .5 (or .6) per day as stated in paragraph 21.1. Posted times will be computed by the Employer.

21.3 Runs will be timed by the Employer. Where excessive stops or turn arounds or special education run considerations are necessary, the driver will notify the Employer for reconsideration. Upon driver request, the Employer will retime his/her run within a mutually agreed upon time with the pay adjusted retroactive to the date the request was first made. No

grievance may be filed prior to the above named procedure having been accomplished.

- 21.4 If a run is revised by the Employer or if requested by the driver assigned to the run, but not more than once each semester, the run will be re-timed and the pay adjusted accordingly.
- 21.5 Not less than five (5) work days prior to the orientation day, all bus runs will be posted in accordance with Article 11 of this Agreement. Special education runs will be posted using the prior year's time for the run; however, if any special education run changes by one-half hour or more per day the run will be reposted and all drivers will rebid their work. All bidding will be completed by noon on the day prior to the orientation day. Assignments will be announced on orientation day.
- 21.6 Drivers will be required to remain with their buses during a breakdown or accident. They will be paid their regular hourly driving rate for additional time spent and will be required to complete their run at the discretion of the Employer. In no case shall a driver involved in a breakdown or accident receive less than his/her normal daily compensation.
- 21.7 Drivers who are required to attend Driver's School will be paid at the layover rate. The Employer will provide a means of conveyance for the employee's transportation and the driver of the conveyance will receive the regular pay rate for the actual amount of driving time to the nearest tenth.
- 21.8 For the purpose of this section, the term layover time shall be defined as all non-driving time, except as provided in Sections 21.6, 21.10, and 21.11. Any non-driving time of less than ten (10) minute duration will not be compensated unless the driver is required to remain on the bus and will then be compensated at the regular rate.
- 21.9 Special Trips: Special trips will be driven by bus drivers if the bus drivers drove the special trip during the 1991-92 school year. Any new categories of special trips with more than fourteen (14) students will be driven by the bus drivers.
- A. There shall be a special trip roster established with drivers listed in seniority order. Special trips will be offered in rotation beginning with the most senior driver. There shall be a minimum of two (2) hours driving time on all special trips.

B. A driver may refuse three (3) consecutive trips without prejudice. Upon the fourth (4th) consecutive refusal, the driver's name will be removed from the special trip roster for the balance of the year.

C. When special trips are reassigned due to, but not limited to, cancellations, a driver may refuse the reassigned trip without prejudice. Upon refusal, the reassigned trip will be offered to the next most senior driver on the special trip roster. In the event that no driver whose name is on the special trip roster wishes to accept the special trip, the Employer may assign the lowest seniority driver on the special trip roster for the trip.

D. Drivers may agree to trade assigned special trips without prejudice. It is required that they immediately fulfill the trade agreement by completing the special trip that has been assigned to the other driver. In the event that a trading driver cannot perform the run that was traded, that driver will forfeit their special trip assignment and all drivers on the special trip roster will move up one place, however, drivers will have the right to refuse reassignment as defined in Section 21.9 C. The unavailable driver will maintain his/her position on the special trip roster.

21.10 Bus drivers will be paid at their layover rate of pay if the employee is assigned by the Employer to make and/or update maps and/or student lists.

21.11 Bus drivers will be paid at the layover rate for attending required meetings including, but not limited to, student discipline, bus repairs and route changes.

ARTICLE 22

Sub-Contracting

22.1 Nothing herein contained shall preclude the Employer from contracting or subcontracting that work which in its opinion it does not have the manpower, equipment or facilities to perform or which in its judgment it cannot economically and/or practically perform with the existing work force; providing that no bargaining unit employee shall suffer loss of regular pay or normal overtime as direct result of work being performed by an outside contractor.

22.2

Non-bargaining unit employees shall not be permitted to perform bargaining unit work except in an expediency arising out of an unforeseen circumstance which calls for immediate action, in the instruction or training of employees demonstrating the proper method to accomplish a task assigned. Bargaining unit work performed by confidential employees shall be exempted from those provisions as herein provided.

ARTICLE 23

Maintenance of Standards

23.1

All hours, wages, and working conditions not abridged or modified by this Agreement shall remain in full force and effect.

ARTICLE 24

Separability

24.1

In the event that any of the provisions of the Agreement shall be determined to be contrary to law, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.

24.2

It is further agreed that in the event such provisions are determined to be contrary to law, this Agreement shall be reopened for the express purpose of renegotiating the invalidated or unenforceable provisions.

ARTICLE 25

Disciplinary

25.1

Employees with seniority shall be discharged or disciplined only for just charge.

25.2

The Employer reserves the right to make, enforce, and amend reasonable rules and regulations, not in violation of this Agreement, for promoting efficiency and safe procedures.

ARTICLE 26

No Strike Clause

26.1

The Association, its officers, and its members, individually and collectively, agree that neither it nor they will cause, permit or take part in any sit-down, stay-in, or slow-down, or any curtailment of work, or restriction of service, or interference with education of the children. The Association, its officers, and its members will not cause or permit its member to cause, nor will any member of the Association take part in any strike or stoppage of any of the Employer's operations.