

7/31/96

AGREEMENT

between

MASON-LAKE INTERMEDIATE SCHOOL DISTRICT

and

MASON-LAKE INTERMEDIATE SCHOOL DISTRICT EMPLOYEES
CHAPTER OF LOCAL 2389

affiliated with

MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

Effective: August 1, 1992 - July 31, 1996

Mason-Lake Intermediate School District

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AGREEMENT

This Agreement entered into this 1st day of August, 1992, between the Mason-Lake Intermediate School District (hereinafter referred to as the "EMPLOYER") and the Mason-Lake Intermediate School District Employees' Chapter of Local 2389, affiliated with Council #25, AFSCME, AFL-CLO (hereinafter referred to as the "UNION").

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

ARTICLE I

RECOGNITION

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 Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time and part-time employees of the Employer, excluding professional employees, supervisors, and confidential employees as determined by the Michigan Employment Relations Commission.

The pronoun 'he' shall refer to both male and female employees.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the employer and a representative of the local union, and if not resolved, may be decided at the final step of the grievance procedure.

ARTICLE 2

AGENCY SHOP

Union Security: Requirement of Union Membership

- A) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, shall be required as condition of continued employment to continue membership in the Union for the duration of this Agreement.
- B) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union, or pay to the Union each month a service charge in an amount established by the Union for the duration of this Agreement on or before the thirtieth (30th) day following such effective date.
- C) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union, or pay to the Union each month a service charge in an amount established by the Union for the duration of this Agreement on or before the thirtieth (30th) day following the beginning of their employment in the unit.
- D) An employee who shall tender an initiation fee (if not already a member) and the periodic dues and/or service charge uniformly as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

Article 2 - Agency Shop Cont'd

- E) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this section if they are not more than thirty (30) days in arrears in payment of the service charge.
- F) Employees who fail to comply with the requirements of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
- G) The Union shall indemnify and save the employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of action taken or not taken by the employer for the purposes of complying with the provisions of this Article.

ARTICLE 3

UNION DUES AND INITIATION FEES

A) Payment by Check-off:

Employees shall tender the service fee or initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues form.

Check-off Forms:

During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct union membership dues levied in accordance with the constitution and by-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-off of Dues form:

To: _____ EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

An amount established by the Union as monthly dues.
or ESTABLISHED BY THE UNION

An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local #2389

By: PLEASE PRINT

FIRST NAME										INITIAL	
LAST NAME											
STREET NUMBER			STREET NAME AND DIRECTION								
CITY										ZIP CODE	
AREA CODE		TELEPHONE									

SIGNATURE

COUNCIL 25 COPY

DATE

Article 3 - Union Dues & Initiation Fees Cont'd

B) When Deductions Begin:

Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

C) Remittance of Dues to Financial Officer:

Deductions for any calendar month shall be remitted to the designated financial officer as designated by the Local Union with a list for whom dues have been deducted as soon as possible after the deductions have been made.

D) Termination of Check-off:

An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

E) If the Employer improperly deducts dues from an employee's pay or deducts an amount over the amount as certified, the Union agrees to reimburse an employee in an amount equal to the amount as certified within thirty (30) days after receipt of written notice from the employee.

ARTICLE 4

MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (A) To the executive management and administrative control of the Mason-Lake Intermediate School District and its properties and facilities, and the professional and occupational activities of its employees;
- (B) To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment; or their dismissal, discipline, demotion "for just and reasonable cause"; and to promote, and transfer all such employees, unless otherwise specifically provided for in this Agreement.
- (C) The Employer shall establish the number of hours worked per day, per week, and per year by each employee covered by this Agreement, as set forth by Article 25, Working Hours.
- (D) The exercise of the foregoing power, rights, authority, duties, and responsibilities, by the Board, the adoption of policies, rules, judgment, and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express 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

NO STRIKE PLEDGE

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employees take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action.

The Employer agrees that during the term of this Contract there will be no lockout.

ARTICLE 6

UNION REPRESENTATION

- (A) The Union shall be represented by a Chapter Chairperson and a Steward. An increase of more than one-half of the present work force as of August 9, 1977, shall warrant an additional steward.
- (B) In the absence of the Steward or Chapter Chairperson, the Union shall appoint an alternate.
- (C) The Steward, during their working hours, without loss of time or pay, providing it does not exceed three (3) hours per month shall investigate and present grievances to the Employer after notifying the Administrative Supervisor. The Administrative Supervisor shall grant the necessary reasonable amount of time off unless to do so would conflict with an immediate job or program then required, provided, however, time must be granted as soon as possible.
- (D) The Union shall furnish the Employer with written notice of the names of the Chapter Chairperson and Steward(s) and any changes thereof.

ARTICLE 7

SPECIAL CONFERENCE

- (A) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 A.M. and 4:00 P.M. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- (B) The Union representative may meet at a place designated by the employees on the Employer's property for at least one-half hour immediately preceding the conference with the representative of the Employer for which a written request has been made.

ARTICLE 8

GRIEVANCE PROCEDURE

A) Definition of a grievance:

A claim by an employee or the Union that there has been an alleged violation of the provisions of this Agreement.

The grievance must be presented in writing by the Steward to the Administrative Supervisor within five (5) working days of knowledge of its occurrence.

B) Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

Grievance Procedure

Step 1

- 1) If an employee feels he has a grievance, he shall discuss the grievance with the Steward.
- 2) The employee and/or the Steward may discuss the grievance with the Administrative Supervisor.
- 3) If the matter is not hereby disposed of in (1) or (2) above, it will be submitted in written form by the Steward to the Administrative Supervisor within five (5) working days.
- 4) The Administrative Supervisor shall answer the grievance in writing with five (5) working days and said answer shall be available in the Administrative Supervisor's office.

Step 2

- 1) If the matter is hereby not disposed of at Step 1, within five (5) working days it may be submitted in written form by the Union's Chapter Chairperson to the Intermediate Superintendent. Upon receipt of the grievance(s), a meeting shall be arranged between the parties to discuss the grievance(s).
- 2) The Intermediate Superintendent shall answer the grievance in writing within ten (10) working days after the meeting.

Step 3

- 1) If the matter is hereby not disposed of at Step 2, within five (5) working days it may be submitted in written form by the Union Chapter Chairperson to the Board of Education. Upon receipt of the

Article 8 - Grievance Procedure Cont'd

grievance(s), a meeting shall be arranged between the parties to discuss the grievance(s).

- 2) The Board of Education and/or its representative shall answer the grievance in writing within ten (10) working days after the meeting.

Step 4

- 1) If the matter at Step 3 is not satisfactorily resolved and the Union wishes to carry it further, they shall refer the matter to the Union's Council 25 within thirty (30) calendar days after the reply at Step 3 is due. In the event the Union's Council 25 wished to carry the matter further, it shall within thirty (30) calendar days from the date of the Employer's last answer at Step 3 notify the Employer of its intent to arbitrate.

Upon receipt of the Union's notice of intent to arbitrate, a meeting shall be scheduled between the Employer and the Union for the purpose of attempting to resolve the grievance(s) and/or select an arbitrator.

- 2) In the event they cannot agree upon an arbitrator, the Union shall submit the demand for arbitration within ten (10) days to the American Arbitration Association and thereafter it shall be handled in accordance with their rules and procedures.
- 3) The Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer. The arbitrator shall make his judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of the Agreement, nor shall they have the right to hear or make a decision on the termination of services or failure to reemploy any probationary employee. No award by an arbitrator shall be retroactive to more than ten (10) working days prior to the date the grievance is initially processed at Step 1, (2).

C) Time Limitations:

Any grievance not answered within the time limits by the Employer shall be advanced to the next step of the grievance procedure.

Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of management's last answer.

The time limits in this Article may be extended by written mutual consent.

ARTICLE 9

COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the job he performed at the applicable rate.

ARTICLE 10

EVALUATIONS

A written evaluation will be done by the Administrative Supervisor and/or the Superintendent a minimum of once per school year for each non-probationary employee and a post-evaluation conference will be held within ten (10) working days of the receipt of the written evaluation.

ARTICLE 11

DISCHARGE AND DISCIPLINE

- A) The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the Steward in the district of the discharge or discipline.
- B) The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Steward of the district and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Administrative Supervisor and/or Intermediate Superintendent will discuss the discharge or discipline with the employee and the Steward.
- C) Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a grievance shall be presented in writing through the Steward at Step 2 of the grievance procedure.
- D) In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously nor impose discipline on an employee for falsification of employment application after a period of two (2) years from his date of hire, excluding issues involving morals or conviction of a felony.
- E) No non-probationary employee will be discharged or disciplined without just or reasonable cause.

ARTICLE 12

SENIORITY

- A) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. The ninety (90) working days probationary period shall be accumulated within not more than one hundred eighty (180) calendar days, excluding June, July, and August. When an employee completes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the first day he reported for work to begin his employment.
- B) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.
- C) Seniority shall be on an employee-wide basis, in accordance with the employee's last date of hire and their qualifications.

ARTICLE 13

LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- A) He quits.
- B) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C) He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exception shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.
- D) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E) Return from sick leave and leaves of absence will be treated the same as (C) above.
- F) If the employee is not recalled for two (2) years from the date of layoff, his employment status shall be terminated. For the purpose of this clause, employment as a substitute for short periods of time not to exceed thirty (30) consecutive working days shall not constitute a recall.

ARTICLE 14
SENIORITY LIST

- A) The Employer shall provide a seniority list within (30) days after the effective date of this Agreement showing the name, address, date of hire, and classification of each employee of the unit entitled to seniority (most senior employee being first on the list and so on). Such list shall be posted on the bulletin board in the building and the Employer further agrees to provide the Chapter Chairperson and the designated financial officer of Michigan Council 25 with a copy of the seniority list and any changes thereof in writing by the tenth (10) of the month following any such change.
- B) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson and the designated financial officer of Michigan Council 25 with up-to-date copies once a year.

ARTICLE 15

SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, Stewards, shall, in the event of a layoff of any type, be continued at work as long as there is a job in the district which they can perform and shall be recalled to work in the event of a lay off on the first open job in the district which they can perform.

ARTICLE 16
LAYOFF DEFINED

- A) The word "layoff" means a reduction in the working force.
- B) The order of layoff shall be on a seniority basis within the classification with probationary employees being laid off first and then employees with the least seniority thereafter as defined in Article 12 (C) and Article 15.
- C) Employees to be laid off shall be given at least seven (7) calendar days written notice of layoff. The Chapter Chairperson shall receive a list of the employees to be laid off on the same day the notices are issued to the employees. Health Care Aides will be allowed three (3) consecutive days of work whenever the assigned student is not present in school. Commencing the fourth day, the Health Care Aide will not report to work and will not be required to report until or unless the student returns to school. Such absence will be without pay notwithstanding appropriate request of vacation time. If it is determined that the student will be absent for a period to exceed thirty (30) calendar days, Administration will effect an official lay-off to coincide with the thirty (30) calendar day provision. The Health Care Aide will be officially recalled when and if the students returns to school.
- D) Upon receipt of the layoff, an employee shall have the right within seven (7) calendar days to bump a less senior employee (as defined in Article 12 (C) and Article 15) in a different classification provided the employee has the ability and qualifications to perform the work required without a training period. Provided, however, to be eligible to bump into the bus driver classification, he/she must be certified. Additionally, if an employee is granted the right to bump and it is thereafter established that he/she does not possess the ability or qualifications to perform the required work without a trial or training period, the Employer shall have the right to remove them from the position and place them on layoff.
- E) Normal times of the year when classes are not in session (i.e., Christmas, Spring Break, Summer Recess) shall not constitute a layoff within the meaning of this Article.

ARTICLE 17

RECALL PROCEDURE

When the work force is increased after a layoff, employees shall be recalled according to seniority (as defined in Article 12 (C) and Article 15) including employees who bumped in order to avoid layoff with the most senior employee being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from date of mailing notice of recall, he shall be considered a quit. For the purpose of this clause, employment as a substitute for short periods of time not to exceed thirty (30) consecutive working days shall not constitute a recall.

ARTICLE 18

TRANSFERS

- A) If an employee is transferred to a position under the Employer not included in the unit for a period not to exceed one year, and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred.

If an employee is transferred to a position under the Employer not included in the unit for a period in excess of one year, he shall lose his accumulated seniority. This shall become effective September 14, 1984.

- B) If and when operations of divisions or fractions thereof are transferred from one building location to another building location for a period of more than seven (7) working days, employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location exchange will be considered in such cases.
- C) The Employer agrees that in any movement of work not covered above in (A) and (B), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 19

JOB POSTING AND BIDDING PROCEDURE

- A) Prior to the beginning of each academic school year (August or September), employees within their classification shall have the right by seniority (most senior first, etc.) to bid on an assignment as posted by Administration. There shall not be a trial or training period once an employee has selected a posted assignment. Thereafter, no employee shall have the right to bid within the same classification unless it is an increase of hours per day, rate of pay, or work year. Increase of hours per day for those employees in the classification of bus driver is to be defined as two and one-half (2-1/2) hours per week more or two and one-half (2-1/2) hours less than the regular number hours assigned to the bus driver for their work week as provided above. If a bus driver's work week is increased by two and one-half (2-1/2) hours or more per week or decreased by two and one-half (2-1/2) hours or more per week, it shall constitute a change significant enough to allow the bus driver(s) to exercise their seniority right for a change in assignment that they originally selected prior to the beginning of each academic school year (August or September).
- B) All permanent vacancies and newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All job vacancies and/or newly-created positions will be posted for a period of seven (7) calendar days, setting forth the position, the location, and the minimum requirements for the position in a conspicuous place in each building within ten (10) calendar days from the date the vacancy and/or newly created position exists. Employees interested in applying for the

Article 19 - Job Posting & Bidding Procedure - Cont'd

position shall make application to the Intermediate Superintendent's Office within the seven (7) calendar days' period. The senior employee applying for the position who meets the minimum requirements shall be granted a four (4) week trial period to determine:

- 1) His desire to remain on the job;
- 2) His ability to perform the job.

The position vacated through compliance with this Section shall not be construed to be a newly-created position or vacancy, shall not be subject to the posting requirements as herein provided, and thereafter shall be filled from the recall list if applicable.

- C) In the event the senior applicant(s) is denied the position, reasons for the denial shall be given in writing to the employee(s). In the event the senior applicant(s) disagrees with the reasons for denial, it shall be proper subject for the Grievance Procedure.
- D) The Employer shall provide the Union's Chapter Chairperson with a copy of each job posting, a copy of the applications for the position, and to whom the position was awarded.
- E) All vacancies and/or newly-created positions shall be awarded or denied within ten (10) calendar days from the end of the posting period.
- F) During the four week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee in writing by the Employer with a copy to the Union. The matter may then become a proper subject for the second step of the Grievance Procedure.
- G) During the trial period, the employee will receive the rate of pay of the job they are performing.

Article 19 - Job Posting & Bidding Procedure Cont'd

- H) In the event a problem arises with an employee which can not be resolved with discussions between the parties, a conference shall be held between the affected employee(s), the teacher, if involved, the Administrative Supervisor, and the Union in an attempt to resolve the problem. If the problem remains unresolved, the Administrative Supervisor may transfer the employee(s) to another position within the classification provided there is no loss or change in hours, pay or work year. If the Union feels the transfer is unjust, it may submit a grievance to the final step of the grievance procedure.

ARTICLE 20

TEMPORARY ASSIGNMENT

- A) Temporary assignments within the classification which result in an increase of hours for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such jobs and is willing and able to perform such work.
- B) Temporary assignments outside the classification for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., may be assigned at the discretion of the Employer to a person outside the bargaining unit or to an employee within the bargaining unit not to exceed ten (10) consecutive working days who meets the requirements for such job and are willing and able to perform such work, except for temporary assignments as provided by (A) above. Such employees will receive the rate of pay of the higher classification or the rate of their present classification, whichever is higher, for all hours worked while filling such vacancy.
- 1) Temporary assignments within classifications 3 through 10 as set forth by Article 25, Working Hours, Section A, in excess of ten (10) consecutive working days shall be assigned by employees who hold the sub-title for the affected classification.
- 2) Temporary vacancies within a classification created by an employee who is assigned to work in a different classification based upon a sub-title classification shall not constitute a vacancy that would require the Employer to assign other sub-title employees or personnel within classification to that temporary vacancy, therefore causing a domino effect.

Article 20 - Temporary Assignment Cont'd

- 3) Temporary assignments shall not exceed ninety (90) consecutive working days. Temporary assignments which exceed ninety (90) consecutive working days shall constitute a permanent vacancy and shall be posted and, thereafter, filled as provided by Article 19, Job Posting and Bidding Procedure.
 - 4) Persons employed from outside the bargaining unit and classified as substitutes (on call only) shall not be covered by any provision of the labor agreement nor accumulate seniority.
- C) Permanent vacancies within the sub-title classification 3 through 10 as setforth by Article 25, Working Hours, Section (A), shall be posted and filled as provided by Article 19, Section (B). To be eligible for a sub-title position a senior employee must meet the minimum qualifications as setforth by the job descriptions. Employees who are selected for the sub-title positions shall be given up to two (2) working days, if required, at minimum wage to familiarize themselves with the assignment.
- 1) For the purpose of instituting the sub-title position, two (2) for each classification 3 through 10 as setforth by Article 25, Working Hours, Section (A), said sub-title position as originally established shall be offered to all employees at the annual meeting prior to the beginning of each academic school year.

Initial bidding for said sub-title position and qualifications shall be as setforth by Article 19, Job Posting and Bidding Procedures, Section (B), provided, however, the seven (7) day posting period shall not apply for the initial bidding.
 - 2) The creation and/or possession of a sub-title position shall not constitute a dual classification where an employee may apply seniority in the sub-title position to obtain permanent status.

ARTICLE 21

RATES FOR NEW JOBS

When a new job is created by the Employer and cannot be properly placed in an existing classification, the Employer will notify the Union in writing of the proposed classification, job description, and rate of pay. In the event the Union does not agree that the description and/or rate of pay is proper, it shall within ten (10) calendar days thereafter give written notice to the Intermediate Superintendent identifying the areas of dispute. Thereafter it shall be subject to negotiations.

ARTICLE 22

UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

- A) Notices of recreational and social events.
- B) Notices of elections.
- C) Notices of results of elections.
- D) Notices of meetings.

ARTICLE 23

SAFETY COMMITTEE

A safety committee of employees' and employer's representatives is hereby established. This committee will include the steward and shall meet at mutual consent during regular daytime working hours for the purpose of making recommendations to the Employer.

ARTICLE 24

CONTRACTING AND SUB-CONTRACTING OF WORK

- A) The Employer has the authority to sub-contract out work that is now being performed by member(s) of the Union under the following conditions:
- 1) Where the necessary certification, skill, and/or qualifications are not available for maintenance of buses, building maintenance and ground maintenance; or
 - 2) The schedule as set forth by the Employer for transportation cannot be met; or
 - 3) When in the best interest of a child.
- B) Provided, however, sub-contracting of work as herein established by this Article shall not replace or displace members of the bargaining unit.
- C) The Employer and Union agree to prescribe to the principle when the need requires a parent or other bussing district to transport a student where it is feasibly impracticable to use a private carrier route or a bus run covered by this Agreement.

ARTICLE 25

WORKING HOURS

A) The normal work day and starting time shall be as follows:

1. Bookkeeping/Payroll/Typist - Seven (7) or more consecutive hours per day. The starting time shall be 8:00 a.m.
2. Secretaries - Seven (7) or more consecutive hours per day. The starting time shall be 8:00 a.m.
3. Para-Professionals - Five (5) or more consecutive hours per day. The starting time shall be 9:00 a.m.
4. Custodian - Six (6) or more consecutive hours per day. The starting time shall be 11:00 a.m.
5. Cook - Five (5) or more consecutive hours per day. The starting time shall be 8:00 a.m.
6. Media Courier - Six (6) or more consecutive hours per day. The starting time shall be 8:00 a.m.
7. Bus Drivers & Bus Aides - The hours of work per day and starting time shall be determined by the route or routes as established by the Supervisor of Transportation. A.M. pick-up and P.M. take-home runs shall pay a minimum of one and one-half (1-1/2) hours. Mid-day runs shall pay a minimum of one (1) hour. A route shall be a series of runs or run as determined by the Employer.
8. Receptionist/Typist - Six (6) or more consecutive hours per day. The starting time shall be 9:00 a.m.
9. Health Care Aides - Five (5) or more consecutive hours per day if full-time. If the IEPC dictates less than full-time need, working hours will be adjusted accordingly. Full-time starting time shall be 9:30 a.m.
10. Transportation Vehicle Driver - The hours of work per day and starting time shall be determined by the route or routes as established by the Supervisor of Transportation.

The Employer shall have the right to deviate from the normal starting time for each employee as herein provided because of operational needs to

Article 25 - Working Hours Cont'd

a maximum of two (2) hours before or two (2) hours after the normal starting times as above provided.

Hours listed above in each classification are minimum hours and the Employer may expand as operational needs dictate.

- B) Each employee shall be allowed one (1) hour off for lunch each day, not included as part of the regular workday, except for para-professionals and cooks who have assigned lunch room duties which shall be considered as a part of their regular work day; and the custodian as set forth by (H) of this Article; and the receptionist/typist as set forth by (J) of this Article.
- C) Each employee scheduled to work six (6) hours or more per day shall be allowed a rest-break in the first half and the second half of their regular shift, not to exceed fifteen (15) minutes each. Employees scheduled to work less than six (6) hours per day shall be allowed one (1) rest-break as a part of the regular work day not to exceed fifteen (15) minutes as scheduled by the Employer.
- D) The work year for employees other than twelve (12) month employees and the receptionist/typist shall be one hundred eighty-three (183) work days for regular school year employees and two hundred thirty-three (233) work days for those employees working the regular school year and the summer programs as set forth by the Board's 1992-1993, 1993-1994, 1994-1995, and 1995-1996 calendar. The work year for the receptionist/typist shall be a minimum of one hundred eighty-five (185) days.
- E) The work week for all employees shall be Monday through Friday unless otherwise mutually agreed.
- F) All summer programs shall be offered by seniority within classification first and thereafter bargaining unit wide provided the employee has the ability.
- G) An employee reporting for overtime duty shall be guaranteed at least two

Article 25 - Working Hours Cont'd

(2) hours pay at the rate of time and one-half.

- H) The custodian shall have a one-half (1/2) hour lunch break included as part of the normal work day and can not leave the premises during said lunch period.
- I) Media courier lunch and rest-breaks shall be scheduled during times of the day as the schedule of work permits.
- J) The receptionist/typist shall have a one-half (1/2) hour lunch break not included as part of the normal work day.
- K) 1) For the purpose of covering the building security responsibilities said assignment shall be offered to all qualified employees at the annual meeting prior to the beginning of each academic year for the months September thru May inclusive and each May for the months June thru August inclusive.
- 2) Assignments shall be scheduled on a weekly basis rotating by seniority according to the initial bid.
- 3) The Administration will not be required to utilize bargaining unit members assigned in the event school personnel are available to secure the building were meetings are exclusive to school personnel.
- 4) In the event all scheduled evening community meeting are cancelled, bargaining unit members notified prior to 4:00 p.m. on the day of the scheduled meeting shall not report nor receive pay for the cancelled assignment. In the event of school closings per Article 38, no community activities will be scheduled.
- 5) Bargaining unit members assigned the building security responsibilities under this Agreement will receive a minimum of two (2) hours pay per day per scheduled assignment.
- 6) In the event said assignment requires the payment of overtime, payment of overtime shall be made in accordance with Article 26, Time and One-half and Double Time.

Article 25 - Working Hours Cont'd

- 7) The building security assignment under this agreement shall be subject to and in accordance with Article 32, Sick Leave.
- 8) In the event a holiday occurs during the scheduled work week assigned to a bargaining unit members, said members shall be paid for the holiday in accordance with Article 34, Holiday Provisions.
- 9) In the event no bargaining unit member bids the building security assignment offered prior to the beginning of the academic school year or in May, the building security assignment will be considered a permanent vacancy and will be subject to Article 19, Job Posting & Bidding Procedures.
- 10) The building security assignment shall not be subject to Article 20, Temporary Assignments, unless filled by a new hire.
- L) In the event the District elects to train bargaining unit members in work outside the employee's classification, the employee will be paid as follows:
 - a) For those hours scheduled before or after the employee's regular scheduled work day, the employee will be paid at the rate of \$5.00 per hour.
 - b) For those hours scheduled during the employee's regular daily schedule, the employee will be paid the rate of pay of the classification in which the training is taking place or his/her regular rate of pay, whichever is higher.
- M) Drivers assigned as observers on a bus for purposes of learning the route will be paid at the rate of \$5.00 per hour.

ARTICLE 26

TIME AND ONE-HALF AND DOUBLE TIME

- A) Time and one-half will be paid as follows:
- 1) For all hours worked over forty (40) in one week.
 - 2) For Saturday as such (unless otherwise mutually agreed).
- B) Double time will be paid as follows:
- 1) For all hours worked on Sunday.
 - 2) For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
- C) Time and one-half and double time shall be divided as equally as possible among all employees in the same classification.

ARTICLE 27

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- A) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed one (1) year in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
- B) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the District when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

ARTICLE 28

LEAVES OF ABSENCE

- A) Unpaid leaves of absence for periods not to exceed one (1) year shall be granted, without loss of seniority for:
1. Serving in any appointed position for the Union.
 2. Childbirth/Childcare.
 3. Illness, non-work related (physical or mental). Leaves for physical or mental illness would require a licensed physician's, psychiatrist's, or psychologist's certification.
 4. Educational leave (must be work related).
- B) Employees shall not accrue seniority while on leaves of absence covered by (1) or (4) and shall accrue seniority while on leaves of absence covered by (2) or (3) for the first year, but will not lose accumulated seniority while on any leave of absence granted by the provisions of this Article. Any leave of absence granted in excess of one (1) year, the employee shall retain, but not accumulate, seniority.
- C) Employees will notify the Employer, in writing, not later than thirty (30) calendar days prior to the anticipated date of desired leave. Extenuating circumstances will be considered for requests made under Section A, (3), Illness Leave.
- D) At the expiration of a leave of absence an employee shall be returned to the position they held at the time the leave was granted or to a position to which his seniority and classification entitles him/her.
- E) Union officers or elected representative members shall be allowed time off to attend a function of the International Union, such as conventions or educational conferences. An accumulated maximum of four (4) days per school year, without loss of time or pay, upon prior notification written by the Chapter Chairperson to the Intermediate Superintendent.

ARTICLE 29

JURY DUTY

An employee who serves on jury duty or subpoenaed as a witness will be paid the difference between his pay for jury duty or witness and his regular pay.

ARTICLE 30

FUNERAL LEAVE

- A) An employee shall be allowed five (5) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Mother-in-law, Father-in-law, Brother-in law, Sister-in-law, Son-in-law, Daughter-in-law, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Chapter Chairperson, or his representative, shall be allowed one (1) funeral leave day in the event of a death of a member of the Union, who is a member of the District, for the exclusive purpose of attending the funeral.
- B) An employee shall be allowed one (1) week day not to be deducted from sick leave for the death of a relative of other than above or friend for the exclusive purpose of attending the funeral.
- C) The Intermediate Superintendent may grant additional time for travel, when required.

ARTICLE 31

WORKERS COMPENSATION

In the event a unit employee is disabled through illness or injury covered by worker's compensation, the employee will only receive worker's compensation. An employee on Worker's Compensation disability shall retain and accumulate seniority as long as they are covered by Worker's Compensation and shall be returned to the classification they held at the time the disability started or to a position their seniority permits, provided they have the ability and qualifications to perform the work.

ARTICLE 32

SICK LEAVE

- A) All members covered by this Agreement shall accumulate one (1) sick leave day per month for each month worked each year with pay up to a maximum of twelve (12) days. The allowance of succeeding years accumulate to one hundred thirty-six (136) days.

A month shall be defined as any month in which an employee works eleven (11) days or more except June which shall be considered a month if the employee is employed.

- B) Sick leave will be granted for personal illness or disability (including disabilities related to pregnancy, miscarriage, abortion, or childbirth in compliance with state or federal codes) or for illness or disability in the immediate family. The immediate family consists of husband or wife, son or daughter, mother, father, mother-in-law, father-in-law, brother, sister, or grandparent. The total maximum number of days granted for immediate family illness shall not exceed five (5) days per year. The Superintendent may grant an additional ten (10) days at his discretion for this purpose. Any additional leave for illness of immediate family must be with permission of the Board of Education and Superintendent.

- C) Upon severance of employment (except for discharge) with the Employer, provided the employee has been employed a minimum of ten (10) years, an employee shall be paid not to exceed one-half (1/2) their unused sick leave days at the prevailing rate in effect at the time of separation. In the case of death of an eligible employee, payment shall be made to his/her beneficiary.

Article 32 - Sick Leave Cont'd

- D) Employees who sever employment with less than ten (10) years employment shall have their accumulated sick leave applied to the Sick Leave Bank, Article 33, and shall not receive nor be eligible for severance pay.
- E) Each employee new to the school system may be required to submit to a complete physical examination by the physician designated by the Board of Education. The Board shall pay the cost of this examination and the agreement to employment shall be withheld until the examination is completed and a statement is received indicating that the employee is physically fit to carry on his/her duties without endangering the health of the students, fellow workers, or his/her own health. In case the employee's record shows re-occurring illness which appears to be the result of chronic illness, the Board may require the employee to visit his/her doctor at stated intervals.
- F) In the event that an employee uses no sick days (either for personal or family illness) during their normal work year, that employee shall be awarded two (2) bonus days. Use of these bonus days shall not be restricted; however, prior administrative approval will be required. In the event that the bonus days are not retained in a successor agreement, the Employer will honor the accrued days in any subsequent agreement.

ARTICLE 33

SICK LEAVE BANK

- A) The Employer and the Union agree to maintain the Sick Leave Bank to be operated in accordance with the provision of this Article. One (1) day contributions will be made by bargaining unit members with matching contributions by the Employer. A balance of one hundred eighty-three (183) days shall be maintained in the Bank. In the event that the total accumulation in the Sick Leave Bank falls below one hundred eighty-three (183) days, all bargaining unit members and the Employer shall make matching contributions to re-establish and maintain a balance of one hundred eighty-three (183) days or more.
- In the event the total accumulation in the Sick Leave Bank exceeds the one hundred eighty-three (183) day maximum, bargaining unit members and the Employer shall not continue their contributions as provided for in the first paragraph of this Article.
- B) Restrictions relative to the usage of Sick Leave Bank days are as follows:
- 1) The first thirty (30) calendar days of illness or disability will not be covered by the Sick Leave Bank, but must be covered by the Employee's own accumulated sick leave or be an absence without pay.
 - 2) A Sick Leave Bank Advisory Committee will be established composed of two (2) members appointed by the bargaining unit and one (1) Administrator appointed by the Superintendent. The Committee will review all requests and make a recommendation to the Superintendent for final determination.
- The final determination by the Superintendent will be subject to Article 8, Grievance Procedure, excluding Step 4, Arbitration.
- 3) Access to the Sick Leave Bank days may only be utilized by

Article 33 - Sick Leave Bank Cont'd

contributing bargaining unit members.

- 4) Personal sick leave accumulation must be exhausted prior to requesting sick leave bank days.
 - 5) A physician's statement will be required. The Employer reserves the right to require a statement from an Employer-appointed physician.
 - 6) The maximum of sixty (60) days draw per year from the Sick Leave Bank will be afforded bargaining unit members.
 - 7) Upon the ninety-first (91) day of an employee's illness or disability access to the Sick Leave Bank will be terminated and employee shall apply for benefits afforded under Article 36, Insurance Protection.
 - 8) Bargaining unit members drawing from the Sick Bank will repay the Bank at the rate of one-half of their annual sick leave allocation.

In the event the employee severs employment, the Board reserves the right to deduct any amounts owed from the Employee's final payroll check(s), and withhold payments under Article 32 (C) and 35 (H).
 - 9) Requests for Sick Leave Bank days must be made in writing to the Superintendent with a copy to the Chapter Chairperson.
 - 10) The disability period shall be the length of the normal employment period. To be eligible to continue use of the Sick Leave Bank into the summer:
 - a) A position must exist, and
 - b) An employee must have worked the previous summer or have bid a summer position prior to the illness or injury, and
 - c) An employee must be qualified for the position and his seniority must entitle him to a position.
- C) Records relative to the Sick Leave Bank will be maintained at the Intermediate School District Business Office and will be made available for examination by bargaining unit members.

Article 33 - Sick Leave Bank Cont'd

- D) In the event of the Sick Leave Bank not being retained in a successor agreement, accumulated days in the Sick Leave Bank will be returned to contributing employees on a prorata basis.

ARTICLE 34

HOLIDAY PROVISIONS

- A) The paid holidays are designated as New Year's Day, Good Friday, Memorial Day, Fourth of July (if regularly employed), Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, day before Christmas, Christmas Day, and the day before New Year's Day respectively. Employees will be paid their current rate based upon their regular work day for said holidays.
- B) Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

ARTICLE 35

VACATION

Each employee shall earn monthly credits towards vacation with pay per year based upon their regular work day in accordance with the following schedule (computation effective July 1st of each year):

<u>Years of Service</u>	<u>Credits Per Month (Yr)</u>	<u>Maximum Per Year</u>
0 - 1 year	1/2 day	6 working days
1 - 5 years	1 day	12 working days
5 - 10 years	1 1/2 days	18 working days
10 years & over	(2 additional days per year)	20 working days

Days are to be defined as days that school is in session.

A) Vacations will be granted at such times during the year as are possible, considering both the wishes of employees and efficient operation of the department concerned upon approval of the Intermediate Superintendent. All ten (10) month employees including summer special education para-professionals and summer bus drivers must take their vacation during the normal school breaks or at the end of the school year, provided, however, in proper cases exceptions may be made by the Administrative Supervisor and/or Intermediate Superintendent as follows:

- 1) Vacation and Leave Without Pay requests, granted during the time school is in session impose an unnecessary economic burden on the District, notwithstanding the impact on the efficient operation of the department from which the employee will be absent.
- 2) With the exception of twelve (12) month employees, all other employees must take their vacation during the normal school breaks or at the end of the year; however, exceptions to this restriction will be entertained by Administration on an individual merit basis only.

Article 35 - Vacation - Cont'd

- 3) Requests for Vacation and/or Leave Without Pay shall be made to the Administration at least seven (7) days in advance of the day or days requested.

The Administration will respond as soon as possible thereafter, but not to exceed five (5) days following the receipt of the request.

Reasons for not approving a request shall be made to the employee by the Administration.

Exceptions to these time lines may be made by the Administration if in their judgment circumstances merit.

- 4) The granting or denial by the Administration of a request for Vacation and/or Leave Without Pay shall not be past practice precedent setting for subsequent requests nor shall such action of granting or denying a request for Vacation and/or Leave Without Pay be grounds for a grievance.
- B) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more days, providing such scheduling does not drastically interfere with the operation.
- C) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- D) A vacation may not be waived by an employee and extra pay received for work during that period.
- E) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

Article 35 - Vacation Cont'd

- F) Upon written notification to the administration, bargaining unit members may carry over to the next school year twelve (12) earned vacation days from the previous year. Any additional days must have written approval from administration.
- G) A month shall be defined as any month in which an employee works eleven (11) days or more, except June which shall be considered a month if the employee is employed.
- H) If an employee is laid-off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.
- I) Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.
- J) If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance, providing the District's Supervisor of business, Accounting, & Payroll has two (2) weeks advance notice and the District has the financial ability to do so.

ARTICLE 36

INSURANCE PROTECTION

A) The Employer agrees to pay the full monthly premiums for each eligible employee for the following insurance benefits and coverage:

1) MESSA-PAK Plan A (for employees needing health coverage)

Health	MESSA Super Care I \$50/\$100 Deductible (Employer Funded) \$2.00 Paid Prescription Plan Employee and Eligible Dependents
Dental	Delta Dental 80/80/80:\$1,300 Plan E with 007 Ortho Rider Employee and Eligible Dependents
Negotiated Life	\$25,000 AD&D Employee
Vision	VSP-3 Employee and Eligible Dependents
Long Term Disability	66 2/3% \$1,500 Monthly Maximum (90) Calendar Days - Modified Fill Freeze on Offset Alcoholism/Drug - same as any other illness Mental/Nervous - same as any other illness COLA Employee
Dependent Life	\$10,000/\$5,000 (spouse/child)

2) MESSA-PAK Plan B (for eligible employees not needing health coverage)

Dental	Delta Dental 80/80/80:\$1,300 Plan E with 007 Ortho Rider Employee and Eligible Dependents
Negotiated Life	\$25,000 AD&D Employee
Vision	VSP-3 Employees and Eligible Dependents

Article 36 - Insurance Protection Cont'd

Long Term Disability 66 2/3% Plan (same as above)
Employee

Dependent Life \$10,000/\$5,000 (spouse/child)

- 3) Employees choosing MESSA-PAK Plan B (for eligible employees not needing health coverage) will be provided with \$150.00 toward the purchase of MESSA options or an Employer-approved tax-deferred/tax-sheltered annuity.
 - 4) The Employer will establish a medical reimbursement plan with regard to the \$50.00 per employee/\$100.00 per family annual deductible Super Care I Health Plan. The employee will submit claims to MESSA for eligibility and deductible balance verification. MESSA will provide the employee with a detailed worksheet to be submitted on a monthly basis to the Business Office for reimbursement up to deductible limits.
- B) All active employees hired prior to July 1, 1988, currently receiving benefits will continue to receive such benefits for the duration of this agreement regardless of the employee's scheduled work hours.
- C) New hires effective July 1, 1988 scheduled to work fifteen (15) to twenty-four (24) hours per week during the academic school year (September-June) shall be considered half-time and shall receive pro-rated benefits based on one half of projected full-time benefit coverage. New hires effective July 1, 1988 scheduled to work twenty-five (25) or more hours per week during the academic school year (September-June) shall be considered full time and shall receive full benefit coverage.

Article 36 - Insurance Protection Cont'd

- D) The Employer agrees to make payment of insurance premiums for all employees who are covered to assure coverage for full twelve (12) month period(s) commencing September 1st through August 31st of each school year during the current contract.
- E) In the event an employee is laid off, coverage will continue and benefits will be paid to the first of the month following thirty (30) days from the date of lay off.
- F) Employees who do not qualify for insurance premiums paid by the Employer, may apply for payroll deduction to provide them insurance coverage as defined by this Article.
- G) In the event that an employee is disabled through injury or illness covered by Worker's Compensation, insurance coverage shall continue, and full monthly benefit premiums shall be paid by the Employer, for twenty-four (24) months from the first day of absence.
- H) In the event of the death of an employee or exhaustion of accumulated sick leave, the above mentioned employee and family benefits shall continue uninterrupted for the duration of the school year (September 1st through August 31st) of each year.

ARTICLE 37

LONGEVITY

A) Each employee covered by this Agreement will receive, in addition to his regular pay, a longevity payment to be paid on the first pay of October of each year, or paid on a payroll date of the employee's choice upon notification by the employee to the Business Office prior to October of each year. Said payment to be based upon the following schedule except as provided for in Section (B) of this Article:

Five (5) to ten (10) years	- 2% of gross wages
Ten (10) to twenty (20) years	- 3% of gross wages
Twenty (20) years and over	- 4% of gross wages

The above longevity shall be based upon the years of service from employee's last date of hire with the Employer and shall be pro-rated on the years that the employee achieves five, ten, and twenty years for the purpose of computation from the employee's anniversary date; and thereafter, full payment shall be made each year as provided. For purposes of computation of longevity payments, gross wages shall be the wages paid between July 1 thru and including June 30 of the preceding fiscal year.

B) Notwithstanding the schedule established in Section A of this Article, minimum longevity payments shall be made to actively working employees covered by this Agreement as follows:

Five (5) to ten (10) years	- \$125.00
Ten (10) years and over	- \$250.00

ARTICLE 38

SCHOOL CLOSINGS

Days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe weather, fires, epidemics, or health conditions as defined by health authorities. The following conditions will apply:

- 1) Twelve (12) month employees will report to work or if incapable of reporting may at their option utilize an available vacation day or take the day off without pay.

In the instance of a closure as addressed in Article 38, Section (1), twelve (12) month employees shall receive one extra vacation day for the first closure each year.

- 2) An employee working less than twelve (12) months will not report for work and will not be paid. An exception will be made for employees who have earned vacation days and request to use a vacation day when school is closed under this provision. The seven (7) day advance notice of section A (3) of Article 35 will be waived.

In the instance of a closure as addressed in Article 38, Section (2), an employee working less than twelve (12) months shall be released with pay for the first closure each year.

- 3) The Board reserves the right to re-schedule employees to make up for lost days of student instruction under Article 38.

In the event the legislature or Department of Education requires all such closure days be made up, all closure days will be made up at no added cost to the District.

- 4) In the instance of school closure causing a mid-day bus run cancellation, bus drivers scheduled to work shall receive one (1) hour of pay, the minimum mid-day run pay as specified under Article 25, Working Hours, Section A, (7).

In the instance of school closure in any constituent K-12 district causing reduced a.m. pick-up and p.m. take-home bus runs, bus drivers scheduled to work shall have the option of:

- a) Receiving one and one-half (1.5) hours of pay per reduced run, the minimum specified under Article 25, Working Hours, Section A, (7)

OR

- b) The same as stated above in (a), plus working at the Center between runs to make up lost time over the three (3) hour minimum.

ARTICLE 39

TRAVEL EXPENSES

Mileage reimbursement shall be at the IRS rate.

ARTICLE 40

CONFERENCES

All miles, lodging (if needed), registration fees, and meals will be paid by the Board. Employees will be paid up to the regular wage for such days.

Conference days are subject to prior approval of the Intermediate Superintendent or Administrative Supervisor.

ARTICLE 41

RELATED SCHOOL COURSES

- A) The Employer agrees to pay up to thirty dollars (\$30.00) per semester hour for on-campus credits, and twenty dollars (\$20.00) per semester hour for off-campus credits for all courses that are work-related as determined by the Administration and, further, the employee must have advanced administrative approval. The decision of the Administration is final and is not subject to the provision of Article 8, Grievance Procedure.
- B) The Employer agrees to pay an employee the applicable rate of pay per hour including registration fees and mileage for attending Certified Bus Driving School or other related school courses as required by the Employer, excluding required courses for an employee attempting to meet qualifications for the purpose of job bidding as provided by Article 19 or bumping as provided by Article 16 of this Agreement.

ARTICLE 42

COMMERCIAL DRIVER'S LICENSE

The Employer agrees to reimburse bus drivers for the cost of a commercial driver's license.

ARTICLE 43

PHYSICALS

All physicals, tests, or other examinations that are required by the Employer for the employee, including pre-employment physicals, shall be paid by the Employer. The physician shall be chosen or approved by the Employer.

ARTICLE 44

SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union upon mutual consent of both parties. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 45

SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successor, whether such succession be effected voluntarily or by the operation of law, and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

ARTICLE 46

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application 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 relation of the parties hereunder.

ARTICLE 47

CLASSIFICATIONS & RATES

The following rates of pay per hour shall be paid for each classification in accordance with the seniority from the date of last hire with the Employer pursuant to Article 12, (C):

A) Effective August 1, 1992:

Bookkeeping/Payroll/Typist	\$ 12.00	\$ 12.31	\$ 12.76
Secretaries	12.00	12.31	12.76
Para-Professionals	12.00	12.31	12.76
Custodians	11.88	12.23	12.76
Bus Drivers	12.00	12.31	12.76
Bus Aides	12.00	12.31	12.76
Cooks	12.00	12.31	12.76
Media Courier	12.00	12.31	12.76
Health Care Aide	12.00	12.31	12.76
Receptionist/Clerk/Typist	12.00	12.31	12.76
Building Security	6.00	6.16	6.38
Transportation Vehicle Driver	7.54	7.86	8.30

B) Effective August 1, 1993: (4% increase)

<u>CLASSIFICATION</u>	<u>STARTING</u>	<u>SIX MONTHS</u>	<u>ONE YEAR</u>
Bookkeeping/Payroll/Typist	\$ 12.48	\$ 12.80	\$ 13.27
Secretaries	12.48	12.80	13.27
Para-Professionals	12.48	12.80	13.27
Custodians	12.36	12.72	13.27
Bus Drivers	12.48	12.80	13.27
Bus Aides	12.48	12.80	13.27
Cooks	12.48	12.80	13.27

Media Courier	12.48	12.80	13.27
Health Care Aide	12.48	12.80	13.27
Receptionist/Clerk/Typist	12.48	12.80	13.27
Building Security	6.24	6.40	6.64
Transportation Vehicle Driver	7.84	8.17	8.63

C) Effective August 1, 1994: (4.25% increase)

Bookkeeping/Payroll/Typist	\$ 13.01	\$ 13.34	\$ 13.83
Secretaries	13.01	13.34	13.83
Para-Professionals	13.01	13.34	13.83
Custodians	12.89	13.26	13.83
Bus Drivers	13.01	13.34	13.83
Bus Aides	13.01	13.34	13.83
Cooks	13.01	13.34	13.83
Media Courier	13.01	13.34	13.83
Health Care Aides	13.01	13.34	13.83
Receptionist/Clerk/Typist	13.01	13.34	13.83
Building Security	6.51	6.67	6.92
Transportation Vehicle Driver	8.17	8.52	9.00

D) Effective August 1, 1995: (4.75% increase)

Bookkeeping/Payroll/Typist	\$ 13.63	\$ 13.97	\$ 14.49
Secretaries	13.63	13.97	14.49
Para-Professionals	13.63	13.97	14.49
Custodians	13.50	13.89	14.49
Bus Drivers	13.63	13.97	14.49
Bus Aides	13.63	13.97	14.49
Cooks	13.63	13.97	14.49

Media Courier	13.63	13.97	14.49
Health Care Aide	13.63	13.97	14.49
Receptionist/Clerk/Typist	13.63	13.97	14.49
Building Security	6.82	6.99	7.25
Transportation Vehicle Driver	8.56	8.92	9.43

ARTICLE 48

ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between and executed by the District and the Union. The waiver of any breach, term or condition of the Agreement of either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 49

TERMINATION AND MODIFICATION

- A) This Agreement shall become effective as of August 1, 1992, and shall continue in full force and effect until July 31, 1996. The parties shall enter into negotiations on/or about sixty (60) days prior to July 30, 1996.
- B) If the total revenues of the Mason-Lake Intermediate School District are reduced by ten percent (10%) or more than received in the 1992-93 school fiscal year, the Employer may re-open negotiations on wages effective in the second year of the Agreement by serving written notice upon the Union. In the event that such notice is served, the parties shall forthwith commence negotiations concerning wages to become effective August 1, 1993, for the second year of this Agreement as setforth by Article 47. The same conditions shall apply to the third and fourth years of this Agreement (August 1, 1994 and August 1, 1995). Notification of negotiations will be given by certified mail no later than July 1st for the subsequent years of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on this _____ day of _____, 1992.

FOR THE UNION:

Nancy Claffey
Nancy Claffey
Chapter Chairperson

Jeff Russell
Jeff Russell
Chapter Steward

Judy Wagner
Judy Wagner
Union Representative

FOR THE EMPLOYER:

C. Howard Hornung
C. Howard Hornung
Board President

James Dittmer
James Dittmer, Chairperson
AFSCME Committee

Scott J. Russell
Scott J. Russell
Intermediate Superintendent