6/30/95

# MERRILL COMMUNITY SCHOOLS

# AND

# THE MERRILL EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA, NEA

Merrill Community Schools

**1991-92**
**1992-93**
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## AGREEMENT

The Agreement entered into on this 12th day of February, 1992, between the Merrill Educational Support Personnel Association, MEA, NEA, (hereinafter referred to as the "Union") and the Merrill Community Schools (hereinafter referred to as the "Employer").

## ARTICLE I - PURPOSE

The purpose of this Agreement is to set forth wages, hours, and working conditions.

## ARTICLE II - RECOGNITION

Pursuant to and in accordance with the applicable provisions of ACT 379 of the Public Acts of 1965 as amended, the Board recognizes the Merrill Educational Support Personnel Association, MEA, NEA, as the sole and exclusive bargaining agent for the following classifications, as to their wages, rates of pay, hours of employment and other conditions of employment for the term of this Agreement:

> "Secretaries, clerk-typists, custodians, maintenance/custodians, cafeteria, classroom aides, noon-time aides, but drivers, library aides, music aides, and office aides; excluding supervisors, students, executive personnel, temporary employees, substitutes, Central Office personnel and all other school employees."

## ARTICLE III - NON-DISCRIMINATION

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee working for the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations with respect to wages, hours, terms and conditions of employment and other concerted actions for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan of the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any legal activities of the Union or collective negotiations with the Board; or his/her institution of any grievance, complaint or proceeding under this Agreement or with respect to any terms or conditions of employment. The Union and the Board agree not to discriminate against any bargaining unit member.

## ARTICLE IV - AGENCY SHOP, DUES AND PAYROLL DEDUCTIONS

A. Union Security - Agency Shop:

1. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at the time, shall be required, as a condition of continued employment, to continue membership in the Union, or to pay a service fee to the Union for the duration of this Agreement.

2. 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 a service fee commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

3. 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 a service fee for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

4. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

5. Service Fee Payers. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures.

6. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

   Should such involuntary payroll deduction become legally disallowed, the Board, upon receiving a written and signed complaint from the Union indicating the employee has failed to comply with the condition, shall process such complaint. The Board shall immediately notify said employee his/her service shall be discontinued at the end of the current semester, or whenever an adequate replacement can be found, whichever comes first, unless the Board shall receive written notification from the Union and the Employee that dues or non-member's service fees have been paid in full and the complaint has been withdrawn.

The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

B. Deduction of Union Dues, and Representation Service Fee:

1. Upon written authorization by a bargaining unit member or pursuant to Section D, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. Deductions will be made over 21 pay periods. Monies so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction. The rates established at the beginning of the school year shall not change during the school year.

2. Dues, and Representation Service Fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

3. The Employer agrees to provide this service without charge to the Union.

C. Remittance of Dues and Fees:

1. When Deductions Begin: Deductions under all properly-executed authorizations shall become effective at the time the application is signed by the employee and shall be deducted, in accordance with present practice for 21 pay periods.

2. Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the Michigan Educational Support Personnel Association. The Union assumes full responsibility for the disposition of money so deducted, once it has been turned over to the designated financial officer.

3. The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees, who, through a change in their employment status, are no longer subject to deductions.

4. The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer in reliance upon signed authorization cards or lists furnished to the Employer by the Union for the purpose of Payroll Deduction of Dues.

The District shall not incur any expenses, costs, or expenditures of District funds by legal action taken under this article.

The Union has the right to de[illegible] following consultation with the District, to defend or not to appeal a decision.

The Union, following consultation with the District, has the right to choose legal counsel.

The Union, following consultation with the District, has the right to settle or compromise the claim made against the Board.

5. The Board shall deduct from the pay of each employee from whom it receives authorization to do so, in writing, and make appropriate remittance for annuities and credit union and savings bonds and programs that are currently in effect, or any other plans or programs jointly approved by the Board and the Union.

## ARTICLE V - SENIORITY

A. New employees will be considered as probationary employees until the employee has worked fifty (50) working days. After completion of the fifty work day probationary period, an employee will be considered as a seniority employee and his/her seniority will start as of his/her date of hire (i.e., the first working day in the school district). Any time served by an employee as a substitute shall not count toward the completion of the probationary period.

B. All employees shall hold three seniority dates. The first shall reflect the employee's most recent date of hire by the District; the second the most recent date of District employment in one of its departments; the third the most recent date of District employment in a classification. For purposes of this provision, all current employees shall be placed in one of the following departments and classifications according to their present assignment:

| | DEPARTMENTS | POSITIONS IN THE DEPARTMENT |
|---|---|---|
| 1. | Custodial/Maintenance | Custodial Maintenance<br>Custodians |
| 2. | Food Service | Cooks<br>Noon and Cafeteria Aides |
| 3. | Transportation | Bus Driver |

4. Clerical

General Secretary
High School Secretary
Middle School Secretary
Eleme . Secre
Clerk-typist

5. Aides

Specialized Aides
Instructional Aides
Playground and Noon Aides
Child Care Aides

C. An up-to-date seniority list shall be posted at the beginning of each year. The list shall contain the employee's most recent date of hire in the District and most recent date of District employment in a classification and department. A copy shall be furnished to the local president. If new employees are hired during the year, their names, classifications and dates of hire shall be sent to the local president upon their date of hire.

D. Seniority shall be broken for the following reasons:

1. If the employee terminates employment with the school district.

2. If the employee is discharged, and the discharge is not reversed in the grievance procedure.

3. If the employee is absent for three (3) consecutive working days without properly notifying the Employer. (This includes return from sick leave and leave of absence.)

4. If the laid-off employee fails to notify the Employer of his/her intent to return to work within three (3) days after being notified to return to work and does not return to work within five (5) working days. (Employees could have up to eight (8) days.) Exceptions may be made.

5. If the employee is laid off from the school district for a continuous period equal to the seniority or two (2) years, whichever is the lesser.

6. If the employee retires.

E. Seniority shall not be affected by race, sex, marital status or national origin.

F. Seniority lists on the date of this agreement will show the name and job title of all employees of the unit entitled to seniority.

G. An employee who voluntarily moves from one classification or department to another will have his/her classification and department seniority held for thirty (30) days in the classification and department from which he/she is moving. If the employee opts back into that classification or

department within the seven (7) day period allowed or is placed back in the old classification or department within the six (6) week period provided for in Article XV, there will be no break in classification or department seniority.

H. Classification and department seniority will be frozen if an employee is involuntarily moved from a classification or department (transfer, layoff, displacement) as long as the employee is still an employee of the school district.

I. The provisions of Articles V, XV, XVIII of this contract are not retroactive and the Board shall have no back liability based on any modification or changes to these three articles agreed to in this contract.

## ARTICLE VI - STEWARDS

A. There shall be one steward from each of the following groups:

1. Bus Drivers
2. Custodians and Maintenance Custodians
3. Cafeteria Employees (including Cafeteria Aides)
4. Aides - Classroom, Playground and Child Care
5. Office Clerical

B. The appropriate steward may, during working hours, conduct business of the Union in matters of grievance processing, discharge of employees, and discipline or demotion of employees, as long as it does not disrupt his/her normal job activities.

## ARTICLE VII - GRIEVANCE PROCEDURE

A. Definition:

1. A grievance shall mean that there has been a violation, misinterpretation or inequitable application of specific provisions of this Agreement to the employee.

2. As used in this Article, the term "employee" may mean a group of employees having the same grievance.

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

   (a) The termination of services or of failure to re-employ any probationary employees.

   (b) If redress is sought in any other forum, the employee and/or the Union forfeit the right to file and/or pursue the grievance.

B. The Union shall designate one representative per work group to handle grievances when requested by the grievant. The Board [illegible] designates the work group supervisor as its representative [illegible] Level One has hereinafter described and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.

C. For purposes of this Article, day shall mean calendar day, exclusive of Saturday, Sunday and the following legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas and Easter vacations.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.

2. It shall be specific.

3. It shall contain a synopsis of the facts giving rise to the alleged violations.

4. It shall cite the section or subsections of this contract alleged to have been violated.

5. It shall contain the date of the alleged violation.

6. It shall specify the relief requested.

E. Procedure:

1. An employee or his/her steward having a specific grievance may present it orally to his/her supervisor.

2. If the grievance is not settled orally, it may be reduced to writing by the steward and presented to the employee's immediate supervisor within ten (10) days of the act or conditions that caused the alleged grievance. The employee shall specify the provision of the contract that is violated and the remedy requested.

3. The immediate supervisor will answer such grievance within five (5) days from the date on which it was filed in writing, unless extended by mutual agreement.

4. Unless appealed in writing to the next step within five (5) days, such answer shall be final. If appealed, the grievance shall be presented in writing to the superintendent or his/her designated representative by the Union representative.

5. The Superintendent shall schedule a hearing at a mutually acceptable time within ten (10) days of receipt of the written appeal. The Superintendent shall answer the grievance in writing to the local

president, within five (5) days from the date of the hearing unless extended by mutual agreement.

6. [illegible] s appealed to the next step within five (5) days, such answer [illegible] be final.

7. Any appeal of the decision rendered by the Superintendent shall be presented to the Board at its next regularly scheduled meeting at which time the Board or its designated representative shall meet the grievant and/or representative of the Union, in an effort to resolve the grievance.

8. The Board level hearing shall be at the option and discretion of the Board of Education. The Board or its designated representative shall answer such grievance in writing within ten (10) days from the date of the conference and this answer shall be final, unless within ten (10) days, the Union appeals the answer to binding arbitration by giving the Secretary of the Board or his/her designated representative a written appeal. After notice of intent to arbitrate is given to the Board Secretary, the parties shall have fifteen (15) days to attempt the mutual selection of an Arbitrator.

9. If the parties have not agreed on the selection of an Arbitrator within fifteen (15) days, the Arbitrator shall be selected in accordance with the rules and procedure of the American Arbitration Association. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

F. Powers of the Arbitrator:

1. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, and shall be limited solely to the interpretation and application of this Agreement in the award.

2. Only one (1) grievance at a time may be taken to a particular Arbitrator except by mutual written consent of the Employer and the Union.

3. Neither party is permitted to assert in such arbitration proceedings any evidence not previously disclosed to the other party.

4. The Arbitrator may not, in effect, grant the Union or the Board that which it was unable to secure during collective bargaining negotiations.

5. The Arbitrator shall render his/her decision within thirty (30) calendar days of the close of the hearing unless a longer period is mutually agreed to by the parties, or if the American Arbitration Association grants an extension to the Arbitrator after notification and consultation with the parties.

G. The fees and expenses of the Arbitrator shall be shared equally by th parties.

H. The Arbitrator shall have the authority to reinstate and/or reinsta with full reimbursement of all compensation lost any employee found to have been unjustly discharged. The Arbitrator shall have the authority to make whole (be restoring the same or an equivalent in money) an employee who is found to have been improperly deprived of any compensation or advantage, and/or to clear his/her record of any reference to the action.

I. Time limits provided in this Article shall be strictly observed but may be mutually extended by written agreement of the parties.

J. The Board agrees to allow the Union and/or employee, in response t written requests, to inspect available information which is necessary and pertinent to the handling of a grievance. It is expressly understood that the District is not required to compile information for the Union. The Union may have copies of this data by paying to the District the reasonable cost of producing the copies.

K. If a grievance arises from action of an authority higher than the work group supervisor of the employee, the Union may present such grievance at the appropriate step of the grievance procedure.

L. The parties agree to abide by the following rules when utilizing the mutual selection process:

1. Qualifications of Arbitrator - No person shall serve as a neutral Arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration unless the parties, in writing, waive such disqualification.

2. Disclosure by Arbitrator of Disqualification - Prior to accepting appointment, the prospective neutral Arbitrator shall disclose any circumstances likely to create a presumption of bias or which he/she believes might disqualify him/her as an impartial Arbitrator.

3. Vacancies - If any arbitrator should resign, die, withdraw, refuse or be unable or disqualified to perform the duties of the office, the office will be declared vacant. Vacancies shall be filled in the same manner as that governing the making of the original appointment, and the matter shall be reheard by the new arbitrator.

4. Attendance at Hearings - Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitrator shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the Arbitrator to determine the propriety of the attendance of any other persons.

5. Arbitration in the Absence of a Party - Unless the law provides to the contra[illegible] the arbitration may proceed in the absence of any party who, [illegible] r due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a party. The Arbitrator shall require the other party to submit such evidence as he/she may require for the making of an award.

6. Communication with Arbitrator - There shall be no communication between the parties and a neutral arbitrator other than at oral hearings. Any other oral or written communications from the parties to the Arbitrator shall be by mutual agreement.

## ARTICLE VIII - SICK LEAVE

A. Seniority employees will be allowed one (1) sick day for each twenty (20) days of work with an accumulation of sixty (60) days.

B. The Board may require a doctor's slip to verify any sick leave days used beyond four (4) consecutive work days. Sick days may not be taken in less than half (1/2) day units, except Bus Drivers may utilize sick days by trips and not by days.

C. A maximum of two (2) days per occurrence to be deducted from sick leave may be taken for critical illness in the immediate family. Immediate family for the purposes of this Article shall be defined as spouse, children, including legal guardianship, father or mother, spouse's parents, support personnel's brother or sister, and grandchildren. Critical illness shall be defined as requiring immediate professional medical attention. Support evidence may be required under such circumstances.

D. Seniority employees may request two (2) days for personal business, not to be deducted from their sick leave allowance, to transact such businesses that cannot normally be handled outside their working hours. Applications for personal leave must be made in writing three (3) days in advance of the date requested, except in the cases of emergency. Such leave is subject to the approval of the supervisor. Personal leave days will not be granted for a day immediately preceding or a day immediately following a holiday or vacation period, or the first or last day of the school year. Under unusual circumstances, exceptions may be made. Unused personal days will be added to the employees' sick leave at the end of said employees' work year.

E. Any employee who willfully misrepresents the facts pertaining to an absence for the purpose of qualifying for sick leave shall constitute grounds for appropriate disciplinary action.

F. If an employee is absent because of injury or disease compensable under the Michigan Worker's Compensation Law, the employee shall be permitted

to draw from his/her accumulated sick leave allowance the difference from what he/she receives under Worker's Compensation and his/her regular net salary for the duration of the injury or illness. Since sick leave is more per diem than this amount, the financial obligation of the Board would be that number of days until the dollar value of the sick leave pay is exhausted.

G. The Board will furnish, without charge, a MESSA L.T.D. program with the following provisions:

1. Waiting Period - Benefits begin after the expiration of ninety (90) calendar days or sick leave, whichever is greater.

2. Monthly Benefit - 66 2/3% of monthly contractual salary exclusive of bonuses and overtime will be payable up to a maximum benefit of $2,500 per month.

3. Maximum Benefit Period - Accident and sickness benefits are payable during continuous disability to age 70.

4. Other Coverage - Mental nervous/drug alcohol treated as any other illness. Social security freeze, pre-existing conditions, rehabilitation, recurrent disability and layoff provision. The Board will provide the cost-of-living coverage benefit.

## ARTICLE IX - VACATIONS

A. All year-round, full-time employees with seniority shall be allowed the following vacation schedules:

| | |
|---|---|
| After one year | 5 days paid vacation |
| After two years | 10 days paid vacation |
| After three years | 11 days paid vacation |
| After four years | 12 days paid vacation |
| After five years | 13 days paid vacation |
| After six years | 14 days paid vacation |
| After seven years | 15 days paid vacation |
| After fifteen years | 20 days paid vacation |

B. All vacation time must have approval in advance. Vacation applications must be made to the immediate supervisor for the dates requested at least ten (10) days in advance of the dates requested. If two or more employees in the same classification apply for the same dates, seniority in the classification shall prevail. No more than one employee from each

classification shall be permitted to go at any one time unless otherwise agreed to by the Supervisor, not to put the District short of service.

When a holiday falls during an individual employee's vacation period, one (1) day will be added to the vacation.

D. Employees who work less than forty (40) hours per week year-round shall receive vacation pro-rated on the basis of hours worked divided by 2,080 times the days allotted at the step of the vacation schedule to which their seniority entitles them.

E. Those employees working full-time, less than year-round, but more than school term, will receive pro-rated vacation based on said employee's hours worked divided by the potential work year (regular scheduled hours per week multiplied by 52) times the days allotted at the step of the vacation schedule to which their seniority entitled them. Pro-ration does not include the first one hundred eighty-five (185) days worked after July 1st of each year.

F. Any employee who fails to give two (2) weeks notice of his/her intention to terminate their employment will lose vacation days.

G. All employees who will receive vacation days under the provisions of this Article will be notified in writing by October 1st of each year how many days they have accumulated.

## ARTICLE X - WORKING HOURS

A. The Employer will establish employee work schedules. From time to time, these schedules will be reviewed. Schedules will be designed to fit the needs of the District. Dramatic changes in group schedules will be discussed with the Union prior to implementation.

B. Normal work hours:

Custodians and Maintenance/Custodian - Eight (8) hours work plus one-half (1/2) hour for lunch, forty (40) hour work week.

Cooks - Six (6) hours work, plus one-half (1/2) hour for lunch, thirty (30) hour work week.

(The hours set forth above in no way constitute a guarantee of time worked or the equivalent in wages.)

## ARTICLE XI - HOLIDAYS

A. Year-round, full-time employees with seniority will receive as paid the following holidays:

New Year's Day

Thanksgiving Day

| | |
|---|---|
| Memorial Day | Day after Thanksgiving Day |
| Good Friday | Day before Christmas Day |
| Independence Day | Christmas Day |
| Labor Day | Day before New Year's Day |

Holiday pay shall not count in the calculation of overtime.

B. School-term employees will receive as a paid day the following holidays:

| | |
|---|---|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Good Friday | Christmas Day |

Holiday pay shall not count in the calculation of overtime. School-term employees whose job begins prior to Labor Day, shall receive Labor day as a paid holiday.

C. Year-round, part-time employees will receive their equivalent in pay when the holiday occurs.

D. To be eligible for holiday pay, an employee must work the last scheduled work day prior to and the first scheduled work day following the holiday or be on approved paid leave or school business.

E. Employees off sick on the holiday, the day before, or after the holiday, may be required to submit medical proof of illness to receive holiday pay.

F. If an employee is on vacation on any of the above-named holidays, he shall be entitled to an additional day off with pay for the holiday or he shall receive his normal rate of pay for the holiday. An employee on sick leave on any of the above-named holidays shall not have that day deducted from his accumulated sick leave.

G. An employee who is required to work on any of the designated holidays shall be paid at time and one-half (1 1/2) the regular straight time hourly rate for all hours worked in addition to the regular holiday pay.

H. If a holiday falls on a weekend, the Employer shall determine the day that will be observed.

## ARTICLE XII - INSURANCE

A. Health Insurance

1. Beginning January 1st, 1992, the Board shall provide, for employees working forty (40) hours per week, year-round, MESSA, Super Care I.

2. Beginning July 1st, 1992, the Board will provide, for employees working forty (40) hours per week, more than school term, MESSA, Super Care I.

3. Employees working at least four (4) hours per day are eligible for one hundred ($100) dollars per month towards health insurance or options.

4. The health insurance made available in this Article is for employees who are not covered under another health insurance program by either their spouse or another employee.

B. Dental

Delta Dental 80-80-50, with an orthodontics rider to a maximum of $1000, will be available for full-time, employees who work at least school term.

C. Insurance will be provided for a full twelve month period. If an employee leaves the system before the end of their work year, insurance terminates at the end of the month during which the employee terminates employment.

## ARTICLE XIII - LIFE INSURANCE

The Board will provide ten thousand ($10,000) dollars in term life insurance with AD&D to all seniority employees.

## ARTICLE XIV - LEAVES

A. Leaves of absence without pay for a period not to exceed one (1) work year will be granted to seniority employees in writing without loss of seniority for:

1. Serving in an elected or appointed position, public or union (no more than one for union position at a time).

2. Child care leave.

3. Illness leave, mental or physical.

4. Prolonged illness in the immediate family.

5. Educational leave.

Leaves requested under the provisions of 1. and 5. above must be made ninety (90) days prior to the commencing of the leave wherever possible and not less than thirty (30) days. Such leave may be extended by mutual consent of the Union and the Employer. The employee's accumulated sick leave will be frozen and held in reserve until the employee returns from said leave. Leaves normally will not be less than one (1) semester. No more than one leave per employee will be granted per school year except in case of emergency and with approval of the School Board.

B. Employees shall accrue seniority while on any leave of absence granted for the reasons above and shall be returned to the same or similar positions upon return if they can do the job.

1. In the event an employee's leave of absence is of a duration of six (6) working months or less, the employee upon termination of said leave, shall be returned to the same or similar position upon return if they can do the job.

   It being agreed, the Employer shall be allowed to fill the vacant position on a temporary basis. Current employees shall be given the opportunity to temporarily transfer to the vacant position, if the vacant position pays more than the employee's regular job. The employee filling the vacancy shall be paid his/her normal rate or the base rate of the classification, if that rate is higher (in accordance with Article XXI, Temporary Transfers).

2. If a bus driver requests or anticipates being on a leave for thirty (30) working days or more, but less than six (6) months, drivers making five ($5.00) dollars or more per day less than the driver going on leave may apply for the position. Upon completion of the leave, the drivers will be returned to their former position. This applies to A.M. and P.M. runs only.

3. In the event the leave of absence is greater than six (6) working months, then the position shall be declared a vacancy and posted as such in accordance with Article XV, Promotions and New Jobs, and awarded in accordance with the provisions therein.

4. It being agreed that upon termination of such employee's leave, the employee shall be returned to the same or similar position within the classification they were working at the time the leave was granted, if they can physically do the job as determined by their physician. The Board, at their expense, may require a second opinion.

5. When a request for a leave of absence is made, the Superintendent shall furnish a copy of the request to the Union president.

C. The members of the Union elected to attend a function of the Union, (no more than two (2) at any one time) such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. One (1) week advance notice is required.

D. The Employer will pay the make-up pay portion between the seniority employee's regular pay and the amount paid for jury duty service up to sixty (60) days.

E. A leave of absence with pay, not chargeable against sick leave, will be granted the seniority employees for the following reasons:

1. A maximum of five (5) days for each death in the immediate fam

Immediate family shall be defined as spouse; employee's or spouse's father or mother; children of employee' support personnel's brother or sister. The five days must be consecutive and the employee must attend the funeral.

2. A maximum of two (2) days for a death of a grandparent, brother-in-law, sister-in-law, the spouse of the employee's child, or the employee's grandchild. The two (2) days must be consecutive and the employee must attend the funeral. A employee may apply for up to three (3) additional days to be deducted from his/her sick day bank. A denial of the request will not be subject to the grievance procedure.

3. One (1) day for attendance of funeral service of a relative or person whose relationship to the employee warrants such attendance as agreed to by the Employer.

4. For court appearances concerning school-related business when requested by the Employer or appearances approved in advance as made in writing by the Employer.

## ARTICLE XV - PROMOTIONS AND NEW JOBS

A. All permanent vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) calendar days of the date the vacancy occurs. Vacancies shall be defined as a position that the Board of Education intends to fill to which no other employee has a claim.

B. Job vacancies will be posted for a period of seven (7) calendar days in a conspicuous place in each building. The posting will set forth the requirements of the position including:

1. Department
2. Location of work (where applicable)
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Qualifications
7. Application Deadline

Interested employees shall apply in writing within the seven (7) day posting period to the Superintendent.

C. Vacancies, including newly created positions, shall be filled with the most seniored qualified applicant from within the affected department. If the job is not filled from within the affected department, the vacancy will then be filled with the most seniored qualified applicant from within the bargaining unit.

D. When a vacancy cannot be filled in accordance with the above procedures, the Employer can fill the opening with new hires.

E. The job shall be awarded or denied within seven (7) calendar days after

the posting period. In the event the senior applicant is denied the job reasons for denial shall be given in writing to the employee. In the event the senior applicant disagrees with the reasons for the denial, it shall be a proper subject for the grievance procedure.

F. The Employer shall furnish the Union president with a copy of each job posting at the time the postings are posted on the bulletin board; and at the end of the posting period, the Employer shall furnish the Union president with a list of those employees who applied for the job and the name of the person to whom the job was awarded.

G. If an employee changes classifications within a department the rate of pay shall be based on one-half of the number of steps up to a maximum of four. For example, a person with four years experience as a cafeteria aide would be placed on step two of the cook's pay rate.

H. In the event of a promotion within the department or transfer from one department to another, the employee shall have seven (7) days in which to determine whether he/she wants to stay in the new position. The Employer shall have up to six (6) weeks in which to determine the Employee's ability to do the job.

I. The Employer shall have the right to secure the service of temporary employees to replace regular employees who are absent as a result of vacations, sickness, leaves of absence of a duration of less than six (6) months, and other day-to-day absences, and to fill the temporary vacancy in a position during the posting period providing the temporary employees do not fill permanent positions that have not been posted in accordance with the provisions above. Absences of a duration of six (6) months or longer shall be filled in accordance with Article XIV, B.

J. If an employee leaves the bargaining unit for a permanent position under the Employer not included in the unit and thereafter returns to a position within the bargaining unit, that employee shall not have accumulated seniority while working in the position outside the unit. Seniority shall be frozen at the level achieved at the time the employee leaves the unit. Employees who return to the bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefit provided in this agreement upon their return. Seniority shall be reinstated at the level held upon leaving.

## ARTICLE XVI - JOINT MEETINGS

The Board and the Union hereby agree to meet once per month upon request to discuss any problems concerning this Agreement which may have arisen. This meeting may encompass problems directly related to this Agreement and also those not specifically covered by the Agreement but of common concern to both parties. In an effort to keep the attendance at these meetings at a workable size, the Union shall be limited to two (2) representatives and a MESPA representative with the Board having the same number. This meeting may be attended by individuals serving as counsel to the Employer or to the Union.

## ARTICLE XVII - SENIORITY OF STEWARDS AND OFFICERS

A. In the event of a layoff, the following officers and rds will head the seniority list during their own term of office: sident, Vice-President, Financial Secretary, Recording Secretary and Stewards of the Local Union.

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

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

## ARTICLE XVIII - LAYOFF AND RECALL

A. The word "layoff" shall be defined as a reduction in the work force. When possible, the Employer shall give employees thirty (30) day notice of layoff.

B. In the event there is need to reduce personnel, temporary and substitute employees who are not part of the bargaining unit will be laid off first. If a further reduction occurs, employees shall be laid off according to seniority in their classification, providing the seniority employee can do the job. (As per Article XV, G.)

C. Employees who are being laid off shall have the right to assume a position for which they are qualified in another classification providing:

1. The position is held by an employee with less district seniority; and provided the bumping employee can perform the job.

2. The position is of the same or a lesser weekly base pay rate if in bus driving or the same or a lesser 50 day rate if in some other classification.

3. The position provides for the same or fewer number of hours per week.

D. Employees shall be recalled according to seniority in their classification. Employees on layoff shall be offered recall to other available positions in the department.

E. Layoff and recall notices shall be sent by registered mail to the employee's last-known address, or by hand delivery.

F. When a major cut back in the work assignment that is of ninety (90) days or one (1) semester duration (whichever is less) occurs to a seniority

employee, that employee may bump a lower seniority employee within their classification, providing their schedule will allow the reassignment

## ARTICLE XIX - RATES FOR NEW JOBS

A. When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations during the next contract.

B. When modifications are made to an existing job that substantially alter the job description, the Employer will notify the Union. If the modifications would require reclassification of the position, the parties will follow the same procedures as in A. above.

C. Classification and departments may be deleted as the needs of the District dictate.

## ARTICLE XX - TEMPORARY TRANSFERS

A. When an employee is temporarily transferred from one classification to another, the employee shall be paid his or her normal rate or the base rate of the classification to which he/she has been transferred, if that rate is higher.

B. Temporary shall be defined as sixty (60) work days.

C. This Article shall not apply during the months of June, July and August.

D. When temporary transfers are affected, the Board will explain the reasons for such transfers to the employee being transferred.

E. Assignment and reassignment are distinguished from the temporary transfers.

## ARTICLE XXI - MILEAGE AND UNIFORMS

A. Mileage

Employees required to drive their personal car for approved school business shall receive mileage reimbursement. The I.R.S. rate in effect on July 1st of each year shall be the rate for that year.

B. Uniforms & Equipment

1. The Employer shall make available without cost to the employee adequate protective clothing and approved safety equipment necessary to perform their duties both in and out of doors.

2. The Board shall continue to provide uniforms for cafeteria employees as it has in the past.

3. The Board shall compensate employees for loss or damage to clothing ($50.00 maximum) or glasses ($100.00 maximum) which can be reasonably attributed to cause of his/her job duties and which is not the result of negligence on the part of the employee. The amount paid is not to exceed $200.00 per person in a given year.

C. Licenses

The Board shall reimburse bus drivers for the difference between the cost of a regular driver's license and the cost of a CDL license.

## ARTICLE XXII - OVERTIME

Time and one-half (1 1/2) shall be paid for all hours worked over eight (8) in any one day or for all hours worked over forty (40) in any one work week (unless otherwise provided).

## ARTICLE XXIII - WAGES

| | 90-91 | 91-92 | 92-93 | 93-94 | 94-95 |
|---|---|---|---|---|---|
| COOKS | | | | | |
| HIRE | $6.89 | $7.23 | $7.56 | $7.94 | $8.34 |
| 50 DAYS | $7.05 | $7.40 | $7.73 | $8.12 | $8.53 |
| 1 YEAR | $7.17 | $7.53 | $7.87 | $8.26 | $8.67 |
| 2 YEARS | $7.44 | $7.81 | $8.16 | $8.57 | $9.00 |
| 3 YEARS | $7.72 | $8.11 | $8.47 | $8.89 | $9.34 |
| 4 YEARS | $8.00 | $8.40 | $8.78 | $9.22 | $9.68 |
| 11 YEARS | $8.16 | $8.57 | $8.96 | $9.41 | $9.88 |
| 16 YEARS | $8.49 | $8.91 | $9.31 | $9.78 | $10.27 |
| 21 YEARS | $9.17 | $9.63 | $10.06 | $10.56 | $11.09 |
| NOON & CAFE AIDES | | | | | |
| HIRE | $6.44 | $6.76 | $7.06 | $7.41 | $7.78 |
| 50 DAYS | $6.56 | $6.89 | $7.20 | $7.56 | $7.94 |
| 1 YEAR | $6.78 | $7.12 | $7.44 | $7.81 | $8.20 |
| 2 YEARS | $7.00 | $7.35 | $7.68 | $8.06 | $8.46 |
| 3 YEARS | $7.22 | $7.58 | $7.92 | $8.32 | $8.74 |
| 4 YEARS | $7.44 | $7.81 | $8.16 | $8.57 | $9.00 |
| 11 YEARS | $7.59 | $7.97 | $8.33 | $8.75 | $9.19 |
| 16 YEARS | $7.89 | $8.28 | $8.65 | $9.08 | $9.53 |
| 21 YEARS | $8.52 | $8.95 | $9.35 | $9.82 | $10.31 |
| ELEMENTARY SECRETARY | | | | | |
| HIRE | $7.45 | $7.82 | $8.17 | $8.58 | $9.01 |
| 50 DAYS | $7.61 | $7.99 | $8.35 | $8.77 | $9.21 |
| 1 YEAR | $7.78 | $8.17 | $8.54 | $8.97 | $9.42 |
| 2 YEARS | $7.95 | $8.35 | $8.73 | $9.17 | $9.63 |
| 3 YEARS | $8.12 | $8.53 | $8.91 | $9.36 | $9.83 |
| 4 YEARS | $8.28 | $8.69 | $9.08 | $9.53 | $10.01 |
| 11 YEARS | $8.45 | $8.87 | $9.27 | $9.73 | $10.22 |
| 16 YEARS | $8.79 | $9.23 | $9.65 | $10.13 | $10.64 |
| 21 YEARS | $9.49 | $9.96 | $10.41 | $10.93 | $11.48 |
| MIDDLE SCHOOL SECRETARY | | | | | |
| HIRE | $7.61 | $7.99 | $8.35 | $8.77 | $9.21 |
| 50 DAYS | $7.84 | $8.23 | $8.60 | $9.03 | $9.48 |
| 1 YEAR | $7.95 | $8.35 | $8.73 | $9.17 | $9.63 |
| 2 YEARS | $8.12 | $8.53 | $8.91 | $9.36 | $9.83 |
| 3 YEARS | $8.28 | $8.69 | $9.08 | $9.53 | $10.01 |
| 4 YEARS | $8.45 | $8.87 | $9.27 | $9.73 | $10.22 |
| 11 YEARS | $8.62 | $9.05 | $9.46 | $9.93 | $10.43 |
| 16 YEARS | $8.96 | $9.41 | $9.83 | $10.32 | $10.84 |
| 21 YEARS | $9.68 | $10.16 | $10.62 | $11.15 | $11.71 |

| | 90-91 | 91-92 | 92-93 | 93-94 | 94-95 |
|---|---|---|---|---|---|
| HIGH SCHOOL SECRETARY | | | | | |
| HIRE | $7.73 | $8.12 | $8.49 | $8.91 | $9.36 |
| 50 DAYS | $7.90 | $8.30 | $8.67 | $9.10 | $9.56 |
| 1 YEAR | $8.06 | $8.46 | $8.84 | $9.28 | $9.74 |
| 2 YEARS | $8.23 | $8.64 | $9.03 | $9.48 | $9.95 |
| 3 YEARS | $8.39 | $8.81 | $9.21 | $9.67 | $10.15 |
| 4 YEARS | $8.56 | $8.99 | $9.39 | $9.86 | $10.35 |
| 11 YEARS | $8.73 | $9.17 | $9.58 | $10.06 | $10.56 |
| 16 YEARS | $9.08 | $9.53 | $9.96 | $10.46 | $10.98 |
| 21 YEARS | $9.81 | $10.30 | $10.76 | $11.30 | $11.87 |
| CUSTODIANS | | | | | |
| HIRE | $8.11 | $8.52 | $8.90 | $9.35 | $9.82 |
| 50 DAYS | $8.22 | $8.63 | $9.02 | $9.47 | $9.94 |
| 1 YEAR | $8.39 | $8.81 | $9.21 | $9.67 | $10.15 |
| 2 YEARS | $8.55 | $8.98 | $9.38 | $9.85 | $10.34 |
| 3 YEARS | $8.72 | $9.16 | $9.57 | $10.05 | $10.55 |
| 4 YEARS | $8.88 | $9.32 | $9.74 | $10.23 | $10.77 |
| 11 YEARS | $9.06 | $9.51 | $9.94 | $10.44 | $10.96 |
| 16 YEARS | $9.42 | $9.89 | $10.34 | $10.86 | $11.40 |
| 21 YEARS | $10.17 | $10.68 | $11.16 | $11.72 | $12.31 |
| HEAD CUSTODIAN | | | | | |
| HIRE | | | $9.40 | $9.87 | $10.36 |
| 50 DAYS | | | $9.52 | $10.00 | $10.50 |
| 1 YEAR | | | $9.71 | $10.20 | $10.71 |
| 2 YEARS | | | $9.88 | $10.37 | $10.89 |
| 3 YEARS | | | $10.07 | $10.57 | $11.10 |
| 4 YEARS | | | $10.24 | $10.75 | $11.29 |
| 11 YEARS | | | $10.44 | $10.97 | $11.52 |
| 16 YEARS | | | $10.86 | $11.41 | $11.98 |
| 21 YEARS | | | $11.73 | $12.32 | $12.93 |
| MAINTENANCE/CUSTODIAN | | | | | |
| HIRE | $8.72 | $9.16 | $9.57 | $10.05 | $10.55 |
| 50 DAYS | $8.83 | $9.27 | $9.67 | $10.15 | $10.66 |
| 1 YEAR | $9.05 | $9.50 | $9.93 | $10.43 | $10.95 |
| 2 YEARS | $9.27 | $9.73 | $10.17 | $10.68 | $11.21 |
| 3 YEARS | $9.49 | $9.96 | $10.41 | $10.93 | $11.48 |
| 4 YEARS | $9.72 | $10.21 | $10.67 | $11.20 | $11.76 |
| 11 YEARS | $9.91 | $10.41 | $10.88 | $11.42 | $11.99 |
| 16 YEARS | $10.31 | $10.83 | $11.32 | $11.89 | $12.48 |
| 21 YEARS | $11.13 | $11.69 | $12.22 | $12.83 | $13.47 |

| | 90-91 | 91-92 | 92-93 | 93-94 | 94-95 |
|---|---|---|---|---|---|
| MAINTENANCE TECH. | | | | | |
| HIRE | | | $10.25 | $10.76 | $11.30 |
| 50 DAYS | | | $10.50 | $11.03 | $11.58 |
| 1 YEAR | | | $10.75 | $11.29 | $11.85 |
| 2 YEARS | | | $11.00 | $11.55 | $12.13 |
| 3 YEARS | | | $11.25 | $11.81 | $12.40 |
| 4 YEARS | | | $11.50 | $12.08 | $12.68 |
| 11 YEARS | | | $11.73 | $12.32 | $12.93 |
| 16 YEARS | | | $12.20 | $12.81 | $13.45 |
| 21 YEARS | | | $13.18 | $13.83 | $14.53 |
| CLASSROOM AIDE, CLERK TYPIST, LIBRARY AIDE | | | | | |
| HIRE | $6.90 | $7.25 | $7.58 | $7.96 | $8.36 |
| 50 DAYS | $7.00 | $7.35 | $7.68 | $8.06 | $8.46 |
| 1 YEAR | $7.23 | $7.59 | $7.93 | $8.33 | $8.75 |
| 2 YEARS | $7.45 | $7.82 | $8.17 | $8.58 | $9.01 |
| 3 YEARS | $7.68 | $8.06 | $8.42 | $8.84 | $9.28 |
| 4 YEARS | $7.90 | $8.30 | $8.67 | $9.10 | $9.56 |
| 11 YEARS | $8.06 | $8.46 | $8.84 | $9.28 | $9.74 |
| 16 YEARS | $8.38 | $8.80 | $9.20 | $9.66 | $10.14 |
| 21 YEARS | $9.05 | $9.50 | $9.93 | $10.43 | $10.95 |
| CHILD CARE AIDE | | | | | |
| HIRE | $5.35 | $5.62 | $5.87 | $6.16 | $6.47 |
| 50 DAYS | $5.50 | $5.78 | $6.04 | $6.34 | $6.66 |
| 1 YEAR | $5.70 | $5.99 | $6.26 | $6.57 | $6.90 |
| 2 YEARS | $5.90 | $6.20 | $6.48 | $6.80 | $7.14 |
| 3 YEARS | $6.10 | $6.41 | $6.70 | $7.04 | $7.39 |
| 4 YEARS | $6.30 | $6.62 | $6.92 | $7.27 | $7.63 |
| 11 YEARS | $6.43 | $6.75 | $7.05 | $7.40 | $7.77 |
| 16 YEARS | $6.69 | $7.02 | $7.34 | $7.71 | $8.10 |
| 21 YEARS | $7.23 | $7.59 | $7.93 | $8.33 | $8.75 |

BUS DRIVERS

| 1991-92 | Regular Runs | Cents/Mile | Trips |
|---|---|---|---|
| PROBATIONARY | $12.42 | $0.29 | $7.68 |
| SENIORITY | $13.42 | $0.31 | $7.68 |
| 11 YEARS | $13.69 | $0.32 | $7.83 |
| 16 YEARS | $14.24 | $0.33 | $8.15 |
| 21 YEARS | $15.37 | $0.36 | $8.80 |
| OVERNIGHT | $52.24 | | |

1. For the period of July 1, 1991 to June 30, 1992 there will be a base rate of thirteen dollars and forty-two cents ($13.42) per complete run, plus 31 cents per mile driven. For all special athletic trips, drivers shall

receive seven dollars and sixty-eight cents ($7.68) per hour, or the rate of the regular run, whichever is the greater, for all special or athletic trips. This includes Saturday or Sunday driving. A minimum of three (3) hours shall be paid for special or athletic trips.

A maximum of fifty-two dollars and twenty-four cents will be paid for overnight trips.

2. Probationary drivers shall receive twelve dollars and forty-two cents per complete run and 29 cents per mile driven.

BUS DRIVERS

| 1992-93 | Regular Runs | Cents/Mile | Trips |
|---|---|---|---|
| PROBATIONARY | $12.98 | $0.30 | $8.03 |
| SENIORITY | $14.02 | $0.32 | $8.03 |
| 11 YEARS | $14.31 | $0.33 | $8.18 |
| 16 YEARS | $14.88 | $0.34 | $8.52 |
| 21 YEARS | $16.06 | $0.37 | $9.20 |
| OVERNIGHT | $54.59 | | |

1. For the period of July 1, 1992 to June 30, 1993 there will be a base rate of fourteen dollars and two cents ($14.02) per complete run, plus 32 cents per mile driven. For all special athletic trips, drivers shall receive eight dollars and three cents per hour, or the rate of the regular run, whichever is the greater, for all special or athletic trips. This includes Saturday or Sunday driving. A minimum of three (3) hours shall be paid for special or athletic trips.

   A maximum of fifty-four dollars and fifty-nine cents will be paid for overnight trips.

2. Probationary drivers shall receive twelve dollars and ninety-eight cents per complete run and 30 cents per mile driven.

BUS DRIVERS

| 1993-94 | Regular Runs | Cents/Mile | Trips |
|---|---|---|---|
| PROBATIONARY | $13.63 | $0.31 | $8.43 |
| SENIORITY | $14.72 | $0.33 | $8.43 |
| 11 YEARS | $15.03 | $0.34 | $8.59 |
| 16 YEARS | $15.62 | $0.35 | $8.95 |
| 21 YEARS | $16.86 | $0.38 | $9.66 |
| OVERNIGHT | $57.32 | | |

1. For the period of July 1, 1993 to June 30, 1994 there will be a base rate of fourteen dollars and seventy-two cents ($14.72) per complete run, plus 33 cents per mile driven. For all special athletic trips, drivers shall receive eight dollars and forty-three cents ($8.43) per hour, or the rate of the regular run, whichever is the greater, for all special or athletic trips. This includes Saturday or Sunday driving. A minimum of three (3) hours shall be paid for special or athletic trips.

A maximum of fifty-seven dollars and thirty-two cents will be paid for overnight trips.

Probationary drivers shall receive thirteen dollars and sixty-three cents per complete run and 31 cents per mile driven.

| BUS DRIVERS 1994-95 | Regular Runs | Cents/Mile | Trips |
|---|---|---|---|
| PROBATIONARY | $14.31 | $0.32 | $8.85 |
| SENIORITY | $15.46 | $0.34 | $8.85 |
| 11 YEARS | $15.78 | $0.35 | $9.02 |
| 16 YEARS | $16.40 | $0.36 | $9.40 |
| 21 YEARS | $17.70 | $0.39 | $10.14 |
| OVERNIGHT | $60.19 | | |

1. For the period of July 1, 1994 to June 30, 1995 there will be a based rate of fifteen dollars and forty-six cents ($15.46) per complete run, plus 34 cents per mile driven. For all special athletic trips, drivers shall receive eight dollars and eighty-five cents per hour, or the rate of the regular run, whichever is the greater, for all special or athletic trips. This includes Saturday or Sunday driving. A minimum of three (3) hours shall be paid for special or athletic trips.

   A maximum of sixty dollars and nineteen cents will be paid for overnight trips.

2. Probationary drivers shall receive fourteen dollars and thirty-one cents per complete run and 32 cents per mile driven.

A. Beginning July 1, 1990, a longevity payment of two (2%) percent will be paid to all employees upon completion of ten (10) years of service. A longevity payment of four (4%) percent of the employee's base will be paid upon the completion of fifteen (15) years of service to the District. A longevity payment of eight (8%) percent of the employee's base will be paid upon completion of twenty (20) years of service to the District.

B. Extra trips within a five (5) mile radius and/or one (1) hour or less will be paid the hourly rate for special trips. Over one (1) hour or five (5) miles reverts back to special trip language. This does not include athletic trips.

C. Drivers requested to meet with supervision regarding student discipline will be paid for a minimum of one-half (1/2) hour for conferences taking one-half (1/2) hour or less. Conferences that take more than one-half (1/2) hour will be paid at the hourly rate.

D. Report Pay - the Employer agrees to pay bus drivers whose special or athletic trips are canceled less than one (1) hour prior to the departure of same a minimum of three (3) hours pay.

E. Annual Bid Meeting - Drivers will be paid at the hourly rate for their attendance at the annual meeting where bus runs are bid.

F. Meal Reimbursement - Employees will be reimbursed for meals when on trips that encompass regular meal times. Employees will submit receipts Reimbursement amounts will be determined at the beginning of each school year by the Board.

## ARTICLE XXIV - SNOW DAYS

A. Bargaining unit members will receive pay for up to eight (8) snow days per year. Those employees required to work on a snow day for which they would have received pay will be given a make-up day off later. Drivers who have been paid for these days will not be reimbursed for driving on days beyond the regular school calendar for the year if the State mandates that the Board of Education make up those days.

B. Beginning July 1, 1988, the following options apply:

1. If snow day make-up provisions are repealed, parties revert to old language.

2. If law modified; parties will negotiate.

3. If law remains as currently written:

a. School Term Employee

School Term Employees will work the scheduled and/or rescheduled student days as required. They will be paid for a full day's pay on each of these days if students are brought in even if school is dismissed early. These employees will be paid for any days they work. If called to work on an Act of God day the employee will be paid. The District will provide parking areas and clear access to the building for an employee asked to report on an Act of God day. If the District calls an employee in, the employee reports and the District has not provided access, the employee will be paid a full day's pay. When school-term employees are asked to work, the District agrees that there will be heat in the work area.

b. Year Round Employees

Year Round Employees are scheduled to work on Act of God days. If conditions are such that the District cannot accommodate the employees because of loss of power in the building or the inability to clear parking areas, the employees will be sent home or notified that the District is unable to provide work that day. When this occurs, the employee will receive a regular days pay. A year round employee who feels they cannot

make it in to work on an Act of God day may use his/her accumulated sick, vacation or personal day.

C. On July 1, 1987 twelve month employees will receive a one time only grant of four (4) days to be added to the employee's sick day accumulation. The ninety (90) day limit shall be waived in the event that any of the employees covered by the one time grant of four (4) days will go over the ninety (90) day maximum.

## ARTICLE XXV - SUPERVISION

The Employer and the Union agree that the transportation, maintenance and custodian supervisors and head cook, in their current positions with the Employer, are considered supervisors and, therefore, are not part of the bargaining unit. Supervisors will not do bargaining unit work so as to cause a layoff of bargaining unit members.

## ARTICLE XXVI - NO STRIKE

The Union and the Board recognize that strikes and other forms of work stoppages by employees may be 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 system. The Union, therefore, agrees that its members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or any other interruption of activities of the school system, to affect wages, rates of pay, hours of employment or other conditions of employment for the term of this Agreement. Failure or refusal on the part of any employee to comply with this Article may subject the employee to disciplinary action. The Board shall not lock out employees covered by this contract for the life of this contract.

## ARTICLE XXVII - WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement incorporates the full thinking of the parties on negotiable subjects. No agreement, alteration, understanding or modification of any of the terms or conditions or convenants contained herein shall be made by any employee or group of employees with the Employer, unless executed in writing between the parties, and the same has been ratified by the Employer and the Union.

## ARTICLE XXVIII - PAST PRACTICE

This Agreement shall supersede any rules regulations or past practice of the Employer which shall be contrary to or inconsistent with the terms; and these past practices shall not be recognized unless committed to writing and incorporated into this Agreement.

## ARTICLE XXIX - SAVINGS CLAUSE

If any provisions of this Agreement, or any application of the Agreement to any employee or group of employees, shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

## ARTICLE XXX - MANAGEMENT'S RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and bested 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:

1. To the executive management and administrative control of the school system and its properties and facilities;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion for just cause;

3. To determine work schedules for hours of employment and the duties, responsibilities and assignments of employees with respect thereto and work assignments and terms and conditions of employment;

4. To determine the policy affecting testing of employees, provided such testing is based upon lawful criteria.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited to this Agreement's specific terms; and then only to the extent its 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 XXXI - TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until midnight, June 30, 1995.

A. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

B. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date, via serving written notice. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

## ARTICLE XXXII - LEGAL RIGHTS AND COMPLAINTS

A. Any case of physical assault upon an employee shall be reported to the Employer promptly. The Employer will provide legal counsel to the employee in his/her case if a majority of the Board of Education feels he has acted in a prudent and just manner subject to the limits of Board liability insurance.

B. If any legal action is brought against an employee by reason of an occurrence arising from the normal conduct of his/her job-related duties, the Employer will provide legal counsel to the employee in his/her case if a majority of the Board of Education feels he has acted in a prudent and just manner.

C. Time lost by an employee in connection with A. and B. above shall not be charged against the employee as long as the employee was acting within the limits established by the Board of Education.

D. Formal written complaints by a citizen directed toward an employee shall be promptly called to his/her attention.

E. An employee shall have the right for Union representation whenever he/she is being disciplined or warned when such action may result in disciplinary action and/or becomes a part of the employee's personnel file. If Union representation is requested, then the meeting may be delayed for no more than twenty-four (24) hours. If the situation is of the nature which requires immediate action to be taken, the time restriction will be waived.

F. Each employee shall have the right, upon reasonable request and within five (5) working days, to review his/her personnel file. A Union representative may be present if the employee so requests. The review will be made with a supervisor present who is responsible for the safety of the files.

G. No material originating after initial employment shall be placed in an employee's personnel record unless he/she has had an opportunity to review said materials. If the employee is requested to [illegible]n material to be placed in the file, the signature shall be under [illegible] to indicate awareness, but in no instance shall it be interpreted to mean agreement with the materials content.

H. If an employee disagrees with information contained in the personnel file, removal or correction of that material may be mutually agreed upon by the Employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee position. If either the Employer or employee knowingly places in the personnel record information which is false, then the Employer or employee, whichever is appropriate, shall have remedy through legal action to have the information expunged.

I. No employee shall be discharged or disciplined without just cause.

## ARTICLE XXXIII - BUS DRIVER ROTATION/SUBSTITUTION

A. BUS DRIVER ROTATION

1. The parties agree that a roster of all bus drivers in the bargaining unit shall be compiled and maintained by the Employer. This roster shall then serve as the basis for awarding of athletic/special trip assignments with each driver on the roster being called in turn on a regular seniority rotation system.

2. The Employer will list and post all upcoming athletic/special trips as they become known.

3. The bus driver rotation will allow each employee an equal opportunity in the rotation process.

   The athletic/special assignment roster contains a list of all drivers in order of seniority. The driver with the most seniority will be at the head of the roster. Starting with the first athletic/special assignment posting of the new school year, the driver at the head of the roster has first choice of any athletic/special assignment posted for that week. Whether they accept or decline has no bearing on the roster. It will rotate to the next employee the following week and will continually do so each week thereafter, throughout the entire school year. Their name will go from the top directly to the bottom.

   Even if a substitute driver takes an athletic/special assignment, the weekly rotation will not be affected.

   a. The list of names will be typed in order of seniority. As the regular rotation continues weekly, the employer will highlight

or mark the name of the driver at the head of the roster for that week.

4. The roster shall be posted from 10:00 a.m. Wedr[illegible] 12:00 noon on Thursday in the Administration Building. Any driver not signing during that time shall be considered as having refused. All drivers shall have indicated their preference for extra trips. While checking the roster, a driver shall indicate which trip he/she wants or a driver who does not want any of the extra trips listed shall indicate by placing the letter "R" after his/her name. The roster shall also include a "yes-no" column for drivers to indicate preference to take more than one trip on the roster. Beginning at 1:00 p.m. on Thursday to 12:00 noon on Friday, those drivers who indicated a preference for more than one extra trip shall sign up according to the roster for an additional extra trip. Those trips then not having been signed at noon on Friday shall be given to substitute drivers. In return for the above procedure, the Board will assign regular drivers with the lowest seniority to take extra trips if all drivers have taken their fair share and if no regular driver has signed up and if no substitute is available.

5. Should an employee forfeit the opportunity for his/her regular rotation, he/she will not be considered again until the next regular rotation cycle. Every seniority employee, however, shall be expected to take his/her fair share of athletic/special trips. Drivers will not be charged with a refusal with less than twenty-four (24) hours' notice. The employer agrees to make every reasonable effort to contact a driver when his/her regular rotation occurs in the case of late trip postings.

6. Should a driver opt to drive an athletic/special trip and the particular trip overlaps the hours of his/her regular bus run, a replacement driver shall be utilized for the regular run with deductions for driver for regular run.

7. A driver will not be locked in on an athletic/special assignment trip when a K-run, etc. becomes available that is in duration of at least 5 days or more.

B. BUS DRIVER SUBSTITUTIONS

Regular bargaining unit members will be assigned, based on weekly rotating seniority, those trips created by other bargaining unit members absences. The drivers will be expected to fill out the substitution form indicating his/her preference for subbing on specific runs at the beginning of the school year.

1. When a regular driver is out for less than a full work day, the position may be filled by a regular driver, when available provided it does not interfere with his/her regular runs. This may be waived in case of emergency.

2. Any driver desiring to substitute drive for a given month must notify the transportation supervisor in writing by the first day of the month.

## ARTICLE XXXIV - ASSOCIATION ACTIVITIES

A. Duly authorized representatives of the Union will be permitted to transact Union business on school property provided they have notified the available supervisor of their presence and provided this shall not interfere with or interrupt normal school operations.

B. The Association will be permitted to use the Employer's equipment, including typewriters, mimeograph machines, duplicating and copy machines when such equipment is not otherwise in use as determined by the building principal. The Union shall pay for the reasonable cost of all materials and supplies and also for any damage caused by the Union member to the equipment.

C. The Union shall have the right to use Employer buildings at all reasonable hours for meetings which do not interfere in the assigned functions of the regular program by filling out the appropriate building use form.

D. This agreement shall be printed in final form by the Board and delivered within twenty (20) days after ratification to the Union. The Union shall provide its members with copies.

E. Employees shall be released from their regular duties to attend Association meetings no more than once a month providing that prior approval is obtained from the building administration and the employee arranges to make up all time spent away from his/her job and these meetings will not occur during the normal school day.

## ARTICLE XXXV - EFFECTIVE DATE

This Agreement shall become effective as of July 1, 1991 unless otherwise specified.

MERRILL EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA,NEA

Donna Meyer

Sandra Bigelow

MERRILL COMMUNITY SCHOOLS BOARD OF EDUCATION

Richard C Bluemer

Dawn M Pocai