

6/30/95

AGREEMENT

BETWEEN THE

MONROE COUNTY

INTERMEDIATE

BOARD OF EDUCATION

AND THE

INTERNATIONAL UNION

OF

OPERATING ENGINEERS

1992-93, 1993-94 and 1994-95

Monroe County Intermediate School District

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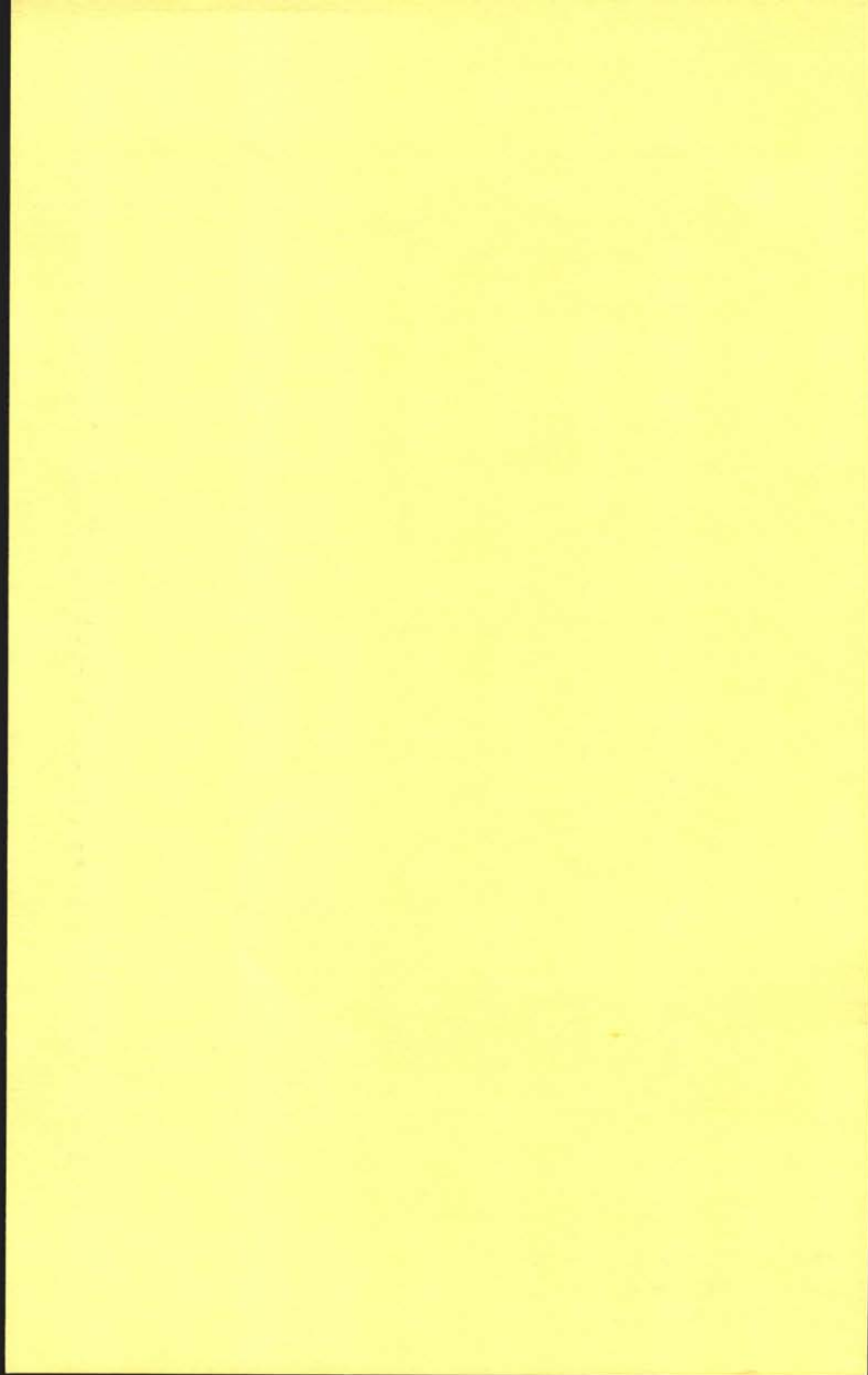


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A G R E E M E N T

Between

THE MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT,
hereinafter referred to as the Board

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL #547, 547A, 547B, AND 547C, AFL-CIO
hereinafter referred to as the Union.

ARTICLE I

Purpose

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

Wherever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both female and male.

ARTICLE II

Union Recognition

- A. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours, employment and other terms and conditions of employment.
- B. The term "employee" as used herein shall include all Full-Time or Regularly Employed Part-Time Secretarial/Clerical, Data Processing, Media Delivery Driver/Attendance Officer, Custodian/Maintenance, Food Service, Bus Driver, Physical Therapy Assistant, Program Assistant, Teacher Aide, Instructional Aide and Instructor Employees, but excluding therefrom the Secretaries of the Superintendent and Assistant Superintendent for Personnel, all Supervisors and all others.
- C. Regularly Employed Part-Time refers to employees working on an assignment of less than thirty (30) scheduled hours per week and when such assignment is normally scheduled at least nine (9) months of any school year.

ARTICLE III

Rights of the Board of Education

- A. The Board on its own behalf and on behalf of the electors of the School 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 constitutions of the State of Michigan and the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the Monroe County Intermediate School District and the Monroe County Educational Programs and Personnel, including the properties and facilities of the district, and the activities of its employees during the school day or while discharging their responsibilities arising from employment with the Board.
 2. To hire all employees and subject to provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 Michigan and of the United States.

ARTICLE IV

Non-Discrimination

The Board and the Union both recognize their responsibilities under Federal and State Laws pertaining to non-discrimination in employment. Accordingly, both parties reaffirm by this Agreement their commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

ARTICLE V

Visitation

Upon request by the Union, and the presentation of proper credentials to the Superintendent or his designate, officers or accredited representatives of the Local Union (Local 547) shall

be admitted onto the Board's premises during work hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances provided said visitation shall not disrupt orderly operations.

ARTICLE VI

Agency Shop and Dues Deduction

Section 1: Agency Shop

- A. Any employee who is employed in the bargaining unit or who becomes employed in the bargaining unit on or after March 6, 1978, shall, as a condition of employment, within ninety (90) working days of his/her date of hire by the Board, become a member, or as an alternative shall within ninety (90) working days of his/her date of hire by the Board, pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of employees of the Board who are members.
- B. An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues or fees.
- C. Employees who fail to comply with the conditions of this Article shall be discharged by the Board within sixty (60) calendar days after receipt of written notice of such default is delivered to the Board by the Union.
- D. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State Law.
- E. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- F. In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fee.
- G. The Union will save the Board harmless against any claims arising out of the implementation of this Article as a result of action taken by the Board in complying with this Article.

Section 2: Dues Deduction

- A. Any employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the Board an assignment authorizing deduction of membership dues and initiation fees in the Union. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct such dues from the employee's pay once each month employed.
- B. With respect to all sums deducted by the Board pursuant to authorization by the staff member, the Board agrees to remit promptly such sums to the Union and/or its designate, accompanied by a list of staff members for whom such deductions have been made on or by the last day of each month for that month's deduction.
- C. The Union will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or complying with this Article.

ARTICLE VII

Stewards

- A. The employees shall be represented by one (1) Chief Steward and/or four (4) Assistant Stewards, with no more than one (1) Assistant Steward from each classification, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names and building or department responsibilities shall be made known to the Board in writing no later than October 1st of each year.
- B. The Chief Steward or Assistant Stewards may use time off up to a cumulative total of twelve (12) hours per week for the purpose of investigating grievances and to attend grievance meetings, after making proper arrangements with his/her Supervisor. The Chief Steward shall be allowed up to one hour per week inclusive of the twelve hours per week, to conduct such business as introducing themselves to a new employee, answering questions of an employee within the bargaining unit, signing up a new employee with application and dues deduction cards, etc., as long as such time does not interfere with the normal instructional day and prior arrangements are made with his/her supervisor. However, attendance of Stewards at grievance meetings shall be limited to the Chief Steward or one Assistant Steward for grievances involving a building or department, and the Chief Steward and one Assistant Steward in grievances involving two or more buildings or departments.

- C. General Union business discussions shall occur only during lunch periods, break times, or before or after scheduled work days.
- D. During the Chief Steward's term of office, that employee shall be deemed to head the seniority list for the purpose of layoff and recall only, provided that employee is qualified to do the required work. Upon termination of the Chief Steward's term, the employee shall return to the regular seniority status.
- E. The Board shall supply the Chief Steward the following information within a newly hired employee's first week of employment: Name, Date of Hire, Address, Social Security Number, Division, Classification and Job Location.

ARTICLE VIII

Jurisdiction

Persons not covered by the terms of this Agreement may under certain conditions perform the work covered by this Agreement. Such work performed by non-bargaining unit personnel shall not be for the purpose of avoiding the payment of additional or overtime pay or to reduce, replace or displace the number of bargaining unit personnel currently employed. Examples of work which may be performed by non-bargaining unit employees are as follows:

- A. Tasks currently performed by Administrative/Supervisory personnel as part of their normal job responsibility.
- B. Students assigned on a part-time basis or as part of their vocational training.
- C. Ancillary tasks normally performed by Certified personnel in fulfilling their normal job responsibility.
- D. Unforeseen tasks or circumstances which require temporary but immediate attention, for which there are no union personnel readily available to perform same.

ARTICLE IX

Contractual Work

The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members.

ARTICLE X

Safety Practices

- A. The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work in accordance with the Michigan Occupational Safety and Health Act.
- B. Employees recognize their responsibilities to comply with all applicable health and safety regulations that have been given to them in writing; and further, recognize that failure to comply with said rules and regulations will subject the employee to disciplinary action, including discharge.
- C. Employees covered by this Agreement will not be required to work with students who attend school in violation of State of Michigan Public Health Laws and Board of Education Policies. As soon as possible, the Board will notify in writing any affected employee(s) who would be regularly exposed to any known extraordinary contagious condition borne by a student with whom the employee works.

ARTICLE XI

Seniority

- A. A newly hired employee shall be on a probationary status for ninety (90) work days, taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) work day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the employee or the Union. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days absent, or equal to the number of days that the job was not operative, and such employee shall not have completed his/her probationary period until these additional days have been worked.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. Seniority shall be determined by the employee's continuous service with the Board, subject to the provisions stated in paragraphs "C" through "G" of this Article.
- C. In the event that the Board hires more than one (1) employee within the same classification on the same date, the employees would then be placed on the seniority list based on the employee with the lowest number determined by the

last four (4) numbers of his/her Social Security Number. The affected employees would appear on the seniority list on that basis.

- D. In the event that the Board determines that it is necessary to reduce the number of employees through the layoff procedure, the affected employee or employees shall be given a minimum of two (2) weeks written notice prior to the date that the scheduled layoff or layoffs are to be effective. Employees shall be laid off and recalled according to their seniority and qualifications within their Classification.

An employee on scheduled layoff shall have the right to exercise their seniority and displace the least seniority employee in a lower rated classification, provided the senior employee has the necessary qualifications to perform the duties of the job. In the event that the laid off employee does not have enough seniority to displace another employee in a lower rated classification, that employee shall then be laid off, and be subject to the recall provisions of this section.

Upon reinstatement of a position, the current seniored employee who at the time of layoff was assigned to the position's classification and program and who has the qualifications to perform the duties of the position, will be reassigned to the reinstated position prior to recalling another employee. No classroom position will be affected more than twice during any one year. In the event that the returning employee's position has been upgraded to the extent that additional skills would be required, that same employee shall be given the proper training (excluding formal training) in order that the employee may obtain those newly required skills.

- E. In the event that the Board reduces the regular hours of a senior employee within a classification to a lesser amount of hours than any other employee with a lesser amount of seniority within that same classification, the senior employee whose hours are reduced shall have the right to exercise their seniority and displace the least seniority employee within that classification, provided the senior employee is qualified for the position. In the event that the employee whose regular hours are reduced by the Board is the least seniority employee within their classification, that employee shall have the right to exercise their seniority and displace the least seniority employee within the next lower classification provided the senior employee possesses the necessary qualifications. The employee whose hours are reduced by the Board, and does not have enough seniority to displace any other employee in the manner herein described, or who is displaced by a more senior employee, and does not have enough seniority to displace any other employee in the manner herein described shall be

- B. In the event that a new position is established, or a vacancy occurs when school is not in session, the Board shall notify each employee who is covered by this Agreement, and who has previously indicated in writing to the Assistant Superintendent for Personnel an interest in that type of position, within ten (10) working days from the date of the vacancy, as to the position by Certified Mail to the given mailing address of each of those employees. The employee shall then be required to reply by Certified Mail to the recognized mailing address of the Board, within five (5) working days from the receipt of the notification of the Board, in the event that the employee wishes to be placed in either the new or vacant position.

- C. The new or vacant Job Notice shall contain the following:

1. Type of work
2. Wage range
3. Starting date
4. Hours per day
5. Classification

caused to work a fewer amount of hours. In the event that the Board would reinstate the reduced hours back to the number of hours that were being worked prior to the reduction of those hours, each employee who was either displaced by a more senior employee or caused to work a fewer amount of hours as a result of the reduction of hours, shall revert back to their original position that they held prior to the reduction of hours by the Board.

- F. An employee who bumps a lesser seniority employee in a lower classification shall be placed on the same step of the salary schedule that they were placed on in the classification from which they were bumped. An employee returning to the classification from which they were bumped, or laid off, shall be placed at the same step of the salary schedule that they were placed in the lower series classification due to being bumped, or the step of the salary schedule that they would have been placed had they not been laid off, whichever is higher.
- G. In the event that an employee determines it is necessary to resign from his/her position, such resignation will be delivered in writing to the employee's immediate supervisor at least two weeks prior to the effective date of such resignation.
- H. An employee will lose his seniority for the following reasons:
 - 1. The employee resigns.
 - 2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
 - 3. The employee retires.
- I. Seniority shall be retained within the bargaining unit for an employee who transfers to either a supervisory or a confidential position outside of the bargaining unit, provided that same employee remains an employee of the Board, with that same employee having the right to exercise the seniority that they had earned while they were a member of the bargaining unit in the event that such employee

event the employee does not agree with the reasons given by the Board, based on the employee's qualifications only, the employee shall have the right to grieve the reasons given.

- E. In the event that a vacancy occurs or a new position is created within the Program Assistant, Teacher Aide, Physical Therapy Assistant, or Instructional Aide classification during the course of a school year, the original vacancy or new position will be filled as specified in paragraphs A, B, C and D of this Section. Any remaining vacancy that is created by the filling of the original vacancy will then, for the remainder of that school year, be filled by the Board with a new employee without any posting requirement.

On or about May 1st of each year, any position which has been filled by a new employee under this procedure shall then be posted as a vacant position and filled for the next school year, effective July 1st, as specified in paragraphs A, B, C and D of this Section. If this position is awarded to a bargaining unit employee, the vacancy that occurs because of the award will be posted on or about June 1st and filled effective July 1st as specified in paragraphs A, B, C and D of this Section. Again, if this vacancy is awarded to a bargaining unit employee, any other vacancies which occur because of the June 1st award will be posted and filled following the same procedures, as time allows, prior to the July 1st start of the next school year.

Exceptions to this procedure will be made for any vacancy or new position occurring on or after May 1st. Such exception will allow the Board to hire a temporary employee for the remainder of the school year and on or about June 1st post the position as being vacant for the next school year. Such vacancy will be filled as above.

- F. In the event the Board determines that a test(s) shall be required for placement in an open or new position, the Union will be notified in writing of such testing and the Board, upon written request of the Union, shall meet with its

In the event that the Board determines to return the employee to the employee's former position, the Board shall notify the employee in writing as to the reason or reasons why the employee's work performance was unsatisfactory. The return of the employee to his/her former position shall be completed within ten (10) working days.

Temporary Vacancies

In the event of a temporary vacancy, the Board shall have the right to hire a temporary employee who will not be covered under the terms of this Agreement. Such temporary employee may be employed by the Board during the duration of the vacancy, provided the Board offers the job to the qualified senior employee who expresses an interest in the temporary vacancy in writing to the Personnel Office, prior to it being filled. If an existing employee accepts the temporarily vacated position, the newly hired employee shall fill this temporary vacancy. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to report back to the regular work assignment. In the event an existing employee accepts the temporary transfer, and the temporarily vacant position is a higher classification, he/she shall be placed on a step in the new classification which will insure that he/she shall not receive a reduction in salary. In the event that it is determined that the regular employee will not be returned to the employee's regular position, the position will then be considered to be vacant, and will be filled as specified under the terms of this Article.

Involuntary Transfers

- A. Any employee involuntarily transferred from their classification to another classification within the bargaining unit, shall after ten (10) consecutive working days in the position, either be paid the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher, retroactive to the date that the employee first began working in the classification.
- B. Involuntary transfers shall be for a period of no longer than sixty (60) work days, except in the event that both parties mutually agree to an extension of the sixty (60) work day time period. In the event that it is not mutually agreeable to extend the involuntary transfer beyond the sixty (60) work days, or if the position becomes a permanent vacancy prior to the expiration of the sixty (60) work days, the position shall then be considered an open position and posted for bidding from interested employees.

ARTICLE XV

Leaves of Absence

A. Maternity Leaves of Absence

1. Maternity Leaves of Absence without pay are available to female employees. The length of the requested leave may vary from six (6) weeks to a maximum of one (1) year, but may be extended at the discretion of the Board.
2. Employees who desire an absence from work for childbirth shall be required to submit a written request to the Board of Education no later than the beginning of the sixth (6th) month of pregnancy indicating a selection of one of the following choices:
 - a. Continued employment until childbirth and immediate return to full time employment after completion of actual physical incapacity as determined by a physician's statement.

Failure to report to work after receiving a physician's statement of satisfactory physical condition shall be just cause for dismissal.
 - b. When a leave of absence without pay is requested, the beginning and termination dates of such leave shall be specifically established in the employee's written request and shall not be changed unless there are extenuating circumstances and then only with the mutual consent of the employee and the Board.
3. A child care leave of absence may be granted by the Board for up to one-hundred twenty (120) days. In such cases the request must be submitted at least sixty (60) calendar days prior to the beginning of the requested leave.
4. Insofar as possible, the beginning and termination dates of the leave of absence should conform to the beginning or ending of a vacation break, semester or school year in order to prevent disruption of the normal school operation.
5. Employees desiring to continue to work beyond the eighth (8th) month of pregnancy must submit a written physician's statement to the Superintendent or his designate biweekly. The written physician's statement must indicate the employee's ability to continue work on a regular basis.

6. An employee shall be eligible to return at the conclusion of her maternity leave upon filing a written physician's statement with the Superintendent or his designate that she is physically fit for regular employment. The employee may be permitted to return early from maternity leave upon mutual agreement and upon filing a written physician's statement with the Superintendent or his designate that she is physically fit for regular employment.
7. Failure to return from maternity leave on the date specified or mutually agreed upon in said leave, shall be conclusively deemed a resignation.
8. Upon return from absence due to childbirth under the provisions of paragraph 3a, the staff member shall be assigned to the position held prior to such absence. If the employee selects a leave of absence of more than one-hundred twenty (120) calendar days, then upon return she shall be assigned to her previous position or a similar position within her classification.
9. Maternity leaves will be granted without pay. Such leaves requested for more than thirty (30) calendar days will also not qualify for Board paid fringe benefits, wage experience credit and Illness/Injury leave accumulation, except that the employee's current hospital/medical insurance coverage will continue through the first six (6) weeks of such unpaid leave. Upon return from maternity leave, the employee shall be restored to her same hourly rate of pay as when she left, and shall be entitled to other benefits accrued prior to said leave.
10. In situations regarding stillbirth or miscarriage, an employee may make written application to the Board for reinstatement prior to expiration of the granted leave. However, the Board reserves the right in its sole discretion to approve accelerated termination on the basis of each individual case.

B. Medical Leaves

1. Any employee whose personal illness or injury extends beyond the period of his/her accumulated illness/injury leave, shall immediately make a written request to the Board or its designate for the granting of a medical leave of absence without pay. The period of this leave shall not exceed one (1) year, unless an extension is granted by the Board, and the written request shall be accompanied by a physician's verification.

2. Upon return from such medical leave, the employee shall provide a physician's statement that he/she is capable of returning to work on a regular basis. Such employee shall then be assigned to his/her previous position, except in the case where medical leave extends beyond ninety (90) calendar days in which case the employee shall then be assigned to his/her previous position or a similar position.
3. Failure on the part of the employee to make the request, and the employee does not report for work, shall be just cause for dismissal.

C. Military Leave

The reinstatement rights of any employee who enters the military service of the United States shall be determined in accordance with the provisions of Federal, State or Local law granting such rights.

D. Reserve Training Leave

Leaves of Absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for emergency reasons, provided such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

E. Union Leave

Any employee in the bargaining unit who is either elected or appointed to full-time position or office in the Union whose duties require his absence from work shall be granted a leave of absence for one (1) year.

F. Union Days

At the beginning of each school year the Union shall be credited with three (3) days to be used by the employees who are Stewards of the Union, with such use to be at the discretion of the Union. However, not more than two (2) members shall be authorized absence under this clause on any given day. The Union agrees to notify the Administration in writing not less than two (2) days in advance of the date such leave is to be taken.

G. Personal Leave

After three (3) years of continuous service with the district, a staff member may be granted an unpaid leave of absence for personal need for up to ninety (90) working days. Determination by the Board of Education for granting such leave will be made on the merit of the request, and such leave will not be used to seek or secure other employment.

H. Court Witness

Employees who are called to appear as witnesses in court in line with their duty will continue to receive pay as if they were on regular duty during the time of service as a witness. Such service shall be arranged with the Superintendent or his designate until action can be considered by the Board of Education. If the employee receives a fee, the amount of the fee or fees shall be deducted from the regular pay, with the exception of expenses which are reimbursed by the Court. The Board of Education will not excuse an employee with pay to serve as a witness against either the Board or any of its constituent Boards of Education.

I. Educational Leave

After three (3) years of continuous service with the District, employees may request an unpaid leave of absence for the purpose of obtaining additional formal education. Such leave may be granted for up to one (1) year, but may be extended at the discretion of the Board of Education.

J. Application of all Unpaid Leaves

1. All reasons for leaves of absence shall be in writing to the Board of Education, stating the reason for the request and the length of leave requested, with a copy of the request to be maintained by the Board. Upon approval of the leave, a copy of the approval will be furnished to the employee and steward.
2. An employee who meets all of the requirements as herein-before specified may be granted a leave of absence without pay and shall accumulate seniority during the leave of absence. The employee shall be entitled to resume his/her regular seniority status and all job recall rights, with exceptions as specified with each leave.
3. Any leaves of absence for more than thirty (30) calendar days will not qualify for Board paid fringe benefits, wage experience credit, and Illness/Injury leave accumulation. Wage experience adjustment shall not be granted unless the employee shall have worked a minimum of one-half (1/2) of said position's scheduled work year.

- K. Leaves of Absence may be granted at the discretion of the Board of Education for reasons other than those listed above when they are deemed beneficial to the Employee and the Board.

ARTICLE XVI

Paid Leave Days

A. Illness/Injury Leave

1. Each employee covered by this Agreement will receive one (1) Illness/Injury Leave Day per month accumulative to one-hundred twenty (120) days and will also be granted two (2) additional non-earned Illness/Injury Leave Days at the beginning of each new work year. However, an employee beginning on or after January 1st of any year will be granted only one (1) additional non-earned Illness/Injury Leave Day for that year.
2. Not later than thirty (30) days following January 1st and July 1st, each employee will be notified in writing of his/her total accumulated illness/injury leave as of the first of that month.
3. An employee may utilize his/her Illness/Injury Leave Days for absences due to illness or injury of him/herself, or up to five (5) days per incident for illness or injury of a resident member of his/her immediate family that requires his/her personal care and attention. (Immediate family shall be defined as spouse, children residing at home, and parents residing in the home.) In addition, an employee may also use up to three (3) illness/injury leave days per incident for absences due to the illness or injury of a parent or child not residing in the staff member's home. Extension of these time limits may be granted by the Superintendent or his designate upon submission of Medical verification justifying the need for such extension.

For purposes of clarification, it is understood by both parties that the terms (Children/Child) refer to one of the following relationships to the employee:

1. Natural (By Birth)
2. Adopted
3. Step-Child
4. Guardianship (Court appointed with all legal rights as if he/she was a natural parent.

4. In case of illness or injury, an employee shall call his/her immediate supervisor and/or the Administration Building switchboard not later than one and one-half (1 1/2) hours before his/her regular scheduled work day begins, to report his/her absence and the reason for same. Failure to comply as stated above may result in a loss of pay for the date at the discretion of the Superintendent or his designate.
5. Any employee who has been absent from work because of illness or injury must complete and submit an "Absence Report" postmarked or personally delivered to his/her immediate supervisor on the first day after return to work. In addition, time missed must be so noted on the time card. Failure to comply with this requirement will cause the employee to lose illness/injury leave credit and pay for the period of time.
6. An employee may be required to produce evidence in the form of a medical certificate or otherwise, of the adequacy of the reason for his/her absence during the time for which illness/injury leave is granted beyond two (2) working days. Such a requirement by the Board shall not be at its expense.
7. Employees are encouraged to schedule medical and dental appointments during non-work time.
8. Any employee who in the line of duty sustains injury requiring the absence from work which qualifies for payment under the Workers' Compensation Act will be paid during the period of such disability the difference between his/her regular salary and the amount received as payment under the Worker's Compensation Insurance Program for as long as the employee has illness/injury leave days accumulated. The employee's illness/injury leave shall be reduced by one-fourth (1/4) day for each full day absent from work during such disability period. Upon expiration of the employee's accumulated illness/injury leave, the Board will furnish only medical, surgical and hospital care benefits as provided by the Worker's Compensation Insurance.
9. An employee who is injured on the job in the performance of their job duties, and provides the board with Medical verification of such injury, shall not be charged any illness/injury leave days as a result of such injury, and shall be paid their full pay until such time as Worker's Compensation goes into effect. At that time, the injury would be covered by Section 8 of this Article. To be covered by this section, such injury must be reported to the Administration on the day that said injury occurred, and a Workers' Compensation Claim must be completed.

10. Staff members who have been employed on a full-time basis for a minimum of five (5) consecutive years and who are terminating their employment shall be eligible for reimbursement for accumulated illness/injury leave at the rate of \$15.00 per day up to a maximum of \$1,000.00. Staff members who have been employed on a full-time basis for a minimum of ten (10) consecutive years and who are terminating their employment shall be eligible for reimbursement of accumulated illness/injury leave at the rate of \$17.50 per day up to a maximum of \$1,250.00. Additionally, staff members retiring with a minimum of fifteen (15) years of service with the District shall be eligible for reimbursement of accumulated illness/injury leave at the rate of \$20.00 per day up to a maximum of \$1,500.00. Further, the Board shall annually reimburse each employee covered by this Agreement for all illness/injury leave days in excess of 120 days at the rate of \$10.00 per day.
11. Beginning January 1, 1993, full year employees who do not use any illness/injury leave days for a six-month time period (January through June, and July through December), will be paid \$100.00 for each six-month period. School year employees who do not use any illness/injury leave days during the above six-month time periods will be paid \$75.00 for each six-month period. Staff members employed after the start of a six-month period will not be eligible for this benefit until the start of the next six-month period.

B. Personal Business/Emergency Days

1. At the beginning of each year, each employee shall be credited with two (2) days (one day for persons employed on or after January 1st) to be used for emergencies or personal business. Both days shall only be used for purposes which cannot be conducted during non-work hours or for other emergency reasons which are not eligible under Illness/Injury Leave Days.

Some of the reasons for which a Personal Business/Emergency Day may not be used are: shopping trips, vacation, personal convenience, hunting or other recreational activities, and for purposes of earning money.

2. An employee wishing to use a Personal Business/Emergency Day or days shall indicate this desire to his immediate supervisor as well as file and sign a written statement on the appropriate form at least two (2) days in advance except in emergency situations.
3. The written form will indicate that the use of the Personal Business/Emergency Day is not for inappropriate purposes, but is being used to conduct business or

handle circumstances which cannot be conducted during non-workday hours. This form will require the approval of the immediate Supervisor, Division Head and Superintendent or his designate.

4. Failure to comply with the procedures as stated above may result in loss of pay for the day or days and disciplinary action at the discretion of the Superintendent or his designate.
5. Personal Business/Emergency Days may not be used before or after holidays, vacations or the first or last day of the school year. It may not be planned in conjunction with any form of paid or unpaid leave of absence, nor can it be used during the "probationary period". Exceptions to this section may be approved by the Superintendent.
6. Unused Personal Business/Emergency Days may be accrued to a maximum of three (3) days in any one year and any other unused Personal Business/Emergency Days will be added to the accumulated Illness/Injury Leave days at the end of the fiscal year.
7. These days may be taken in one-quarter day increments of the employee's work day.

1. Funeral Leave

1. The Superintendent or his designate will grant employees covered by this Agreement up to five (5) working days off with pay (not to be deducted from Illness/Injury Leave) for a death in the employee's immediate family. Immediate family shall be defined as spouse, children and parents.
2. The Superintendent or his designate will grant employees covered by this Agreement up to three (3) working days off with pay (not to be deducted from Illness/Injury Leave) for the death of a sibling, mother/father-in-law, sister/brother-in-law, grandparent, grandchild and any other permanent resident relative living in the employee's household.
3. Additional time off beyond the five (5) working day and three (3) working day limits (to be deducted from accumulated Illness/Injury Leave) may be used upon prior approval of the Superintendent or his designee.
4. When a funeral is being held for the death of a fellow employee, a funeral leave will be granted to a representative number of employees with said number to be determined by the Superintendent or his designate.

5. An employee wishing to use a Funeral Leave Day or Days shall indicate this desire to his/her immediate supervisor as well as file and sign a written statement in advance except in emergency situations. Such report will state the relationship of the deceased.

ARTICLE XVII

Hours and Work Week

Section 1: Work Week

The normal work week, excluding overtime, shall consist of not more than forty (40) hours during a period beginning at 12:01 a.m. Monday and ending 168 hours thereafter.

Section 2: Overtime Rate

- A. Time and one-half will be paid for all time worked in excess of forty (40) hours in one work week.
- B. Time and one-half will be paid for all hours worked on Saturday, and double time will be paid for all hours worked on Sunday. (Not to include the weekend building check.) However, to receive time and one-half or double time pay, the employee shall have worked the regular scheduled working day before and after the overtime paid work day.
- C. All time paid under this contract for sick leave, holidays, vacation, jury duty, funeral leave and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime.
- D. No employee will be required to take time off from his/her normal work schedule in place of receiving any overtime compensation for any hours worked in excess of their regularly scheduled work day and week.

Section 3: Rest Period - Lunch Period

Each employee who works six (6) or more hours per day, and receives a duty free lunch shall receive one ten (10) minute rest break the first half of the work day, and one ten (10) minute break during the second half of the work day. Each employee who works six (6) hours or more per day and does not have a duty free lunch break shall receive one fifteen (15) minute rest break during the first half of the work day, and one fifteen (15) minute rest break during the second half of the work day. Rest breaks must be taken at a mutually agreed upon time by the employee and the employee's supervisor. Rest break time may not be added to the duty free lunch period or taken at the very beginning or end of the work day.

In addition, each employee covered by this Agreement shall be assigned a one-half hour duty-free lunch break which shall be non-paid unless the employee is assigned the responsibility for the welfare of students during this time.

Section 4: Call-In-Pay

Whenever an employee is called back to work after the completion of his/her regularly scheduled working hours, he/she shall receive not less than three (3) hours pay at his/her regular rate or at an overtime rate when it is appropriate.

Section 5: Reporting Pay

Employees reporting for their scheduled work day, unless previously notified through the Board's notification procedure and/or direct contact, shall receive a minimum of four (4) hours regular pay.

Section 6: Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within a Department according to seniority and among those employees who regularly perform such work. If requested to work overtime, an employee will normally do so unless excused. The employer will endeavor to give employees advance notice of overtime assignments.

Section 7: Distribution of Extra Bus Runs

Extra bus runs are herein defined as those runs which are not normally scheduled.

- A. At the beginning of each year, each bus driver shall indicate in writing to their Supervisor on forms provided by the Board, if they desire to be placed on either the Active or Inactive List, so that the immediate Supervisor will have an available listing of all of the bus drivers who desire to drive the extra bus runs.
- B. When extra bus runs are to be scheduled, the Supervisor shall see that the runs are divided and rotated as equally as possible to those drivers on the Active List.
- C. Substitute drivers may be utilized when there are no regular drivers available or when the run interferes with the employee's regular schedule.

Section 8: Substitute Bus Runs

Substitute bus runs are scheduled bus runs which require a replacement.

Section 9: Inservice Days

Bus Drivers shall be paid their normal day's pay for all inservice days which are scheduled by the board and shall be required to use the day for cleaning vehicles and/or attendance at scheduled meetings.

Section 10: Cleaning Buses

Each bus driver shall clean the interior of their vehicle each day. Additionally, each driver will wash the exterior of the vehicle at least once each scheduled work week. The driver will receive an additional \$16.00 per week for completion of said bus wash. Exceptions to this policy will be during work weeks which include a scheduled inservice day, when the driver will be expected to wash the bus during the regular work (inservice) day.

Section 11: Servicing of Buses

The bus drivers shall be paid their regular hourly rate of pay for all approved time spent when the bus driver takes his/her bus to the bus garage for either service or repairs.

Section 12: Changing of Hours - Data Processing

A Computer Operator will be paid a shift premium of 25 per hour when he/she works regular hours other than the normal day shift schedule as follows:

- A. If he/she is called in to work less than two (2) hours prior to the start of their regularly scheduled work day, he/she will be paid shift premium only for the time worked prior to the regular day schedule.
- B. If he/she is called in to work two (2) or more hours prior to the regular day schedule, he/she will be paid shift premium for the entire work day.
- C. If the Computer Operator requests to work the evening or night shift for his/her own personal benefit, then he/she shall not qualify for shift premium for those hours worked.

Section 13: Assignment of Bus Runs

The Administration shall organize the transportation program into full day bus routes. Routes will be assigned at the start of the school year based upon the routes of the previous year. By Fourth Friday, route times will be determined by observation and/or the use of a data recording device. After the fourth friday, established run times will be posted and each driver will be given the opportunity to bid on the routes on a seniority basis. Prior to the fourth friday, drivers will be paid based on the estimated route time. After the fourth

friday, drivers will be paid based on the established time. In the event the newly posted time is more than the estimated time, the driver of that route prior to the fourth friday will be compensated accordingly.

Section 14: Paid Time - Bus Drivers

When possible, bus driver employees will be required to punch in on a time clock only at the beginning of the work day, but shall be paid on the basis of an established time, which shall be determined by observation and a data recording device.

Section 15: Check-In

When required, drivers based in outlying districts shall receive \$12.00 plus mileage for reporting to the I.S.D. offices.

ARTICLE XVIII

Holidays

- A. Each employee covered by this Agreement will receive the following Holidays with pay, at their regular daily rate of pay, even though no work is performed by the employee, and provided that such Holiday falls within the interval of employment for the employee:

New Years' Eve Day	Labor Day
New Years' Day	Thanksgiving Day
Presidents' Day	Friday following Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day, and the
July Fourth	first workday following

If Good Friday and/or Presidents' Day is a working day, then the employee would take the Holiday at a time mutually agreed upon by the employee and his/her Supervisor. In the event that there is a disagreement, an appeal may be made to the Division Head.

- B. Employees required to work on any of the above named Holidays, excluding Good Friday, Presidents' Day, and excluding Building Checks, shall receive time and one-half for all hours worked in addition to the regular pay.
- C. 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 pay for the Holiday. An employee on Illness/Injury Leave on any of the above named Holidays shall not have that day deducted from his/her accumulative Illness/Injury Leave.

- D. An employee off ill the day before or after the Holiday may be required to submit medical proof of illness in order to receive Holiday pay. To receive Holiday pay, the employee must have worked the scheduled work day preceding and scheduled work day after the holiday or have both of these days excused by the Superintendent or his designate.
- E. In the event that the scheduled holiday falls on a weekend, the employee shall be given either the scheduled work day immediately preceding or immediately following such holiday.

ARTICLE XIX

Vacations

- A. All twelve (12) month employees covered by this Agreement shall receive one and one-quarter (1 1/4) days per month to a maximum of fifteen (15) days vacation with pay. Employees who complete ten (10) years of service prior to January 1st of the next year shall receive an additional five (5) days as of July first of the current year. Employees who complete ten years of service between January 1st and June 30th shall receive an additional five (5) days as of July first of the next fiscal year. Employees who complete 25 years of service prior to January 1st of the next year shall receive an additional five (5) days as of July 1st of the current year. Employees who complete 25 years of service between January 1st and June 30th shall receive an additional five (5) days as of July first of the next fiscal year.
- B. A newly hired twelve-month employee shall receive a pro-rated vacation earned from the date of hire until July 1 following the date of hire. Thereafter, the employee shall earn vacation allowance from July 1 to June 30 of each fiscal year. However, a probationary employee is not allowed vacation time with pay during the probationary period, but still accrues vacation time upon the satisfactory completion of same.
- C. An hourly employee who transfers from a school year position to a twelve-month position will receive the increase in vacation entitlement upon accrual of one-hundred twenty (120) months of employment, accrued through continuous employment with the district. This accrued vacation entitlement will be effective on the July 1st following the 120 month accumulation.
- D. Vacation days must be approved in advance by the Division Head. Vacations exceeding two (2) consecutive weeks must also be approved by the Superintendent.

ARTICLE XX

Jury Duty

Employees required to appear as subpoenaed witness or for jury qualification or jury service shall receive their pay from the Board for such time lost as a result of such appearance or service less any compensation received.

ARTICLE XXI

Bulletin Boards

The Board will furnish bulletin board space for the local Union. The board space shall be used for the following types of notices:

- A. Recreational and social affairs of the Union.
- B. Union meetings.
- C. Union elections.
- D. Reports of the Union.
- E. Rulings or policies of the International Union.

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the employer, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this section shall be posted.

ARTICLE XXII

General

Section 1: Tax Sheltered Annuities

The Board agrees to deduct the premiums for tax deferred annuities paid for by the employee, and to remit such premiums to any Board approved designated insurance company.

Section 2: Telephone Facilities

Telephone facilities shall be made available to each employee covered by this Agreement for their reasonable use.

Section 3: Parking

Parking facilities will be provided for the employees covered by this Agreement within the reasonable proximity of their work station.

Section 4: Pension

The Board agrees to pay the required contribution to the Michigan Public School Employees Retirement Fund for each employee covered by this Agreement.

Section 5: Deductions

The Board agrees to make available to the employees covered by this Agreement any payroll deduction services which are available through the school district such as Savings Bonds, Credit Union, etc.

Section 6: Continuing Education

The Board agrees to pay all reasonable expenses for any employee who makes request, and the Administration approves such request, for the employee to attend a workshop, inservice training seminar, self-improvement course, or other job related training which is of such nature specifically designed to provide improvement in the employee's job skills.

Section 7: Physical Examination

The Board agrees to pay the full cost of any required physical examination by the Board's selected physician, except where a leave of absence is being confirmed.

Section 8: Mileage

Employees are eligible for reimbursement of authorized travel in their vehicles in fulfilling their employment responsibilities. Allowable mileage will be reimbursed at the Board's established rate of mileage reimbursement.

Section 9: Emergency School Closing

It shall be the normal operation procedure for all personnel covered by this Agreement to report to work on inclement weather days. However, when employees of the Monroe County Intermediate School district are assigned to facilities which are closed because of inclement weather conditions or other Acts of God, employees covered by this Agreement whose responsibility requires them to provide direct service to students in the closed facility will not be required to report for work on such days and will be paid their normal days pay for all such days.* Employees who are required to report to work but are unable to do so, shall immediately notify their immediate supervisor of

this fact. All such employees shall then be allowed to use any accumulated Personal or Vacation Days, in order that the employee may receive his/her normal days pay. In the event all accumulated Personal and Vacation Days have been previously used, the employee may then use his/her accumulated Illness/Injury Leave Days.

Exceptions to the above policy may be made by the Superintendent in consultation with the President of the Board of Education when he deems that the circumstances are such that it is not reasonable to expect staff to report to work under the existing conditions.

At such time as it becomes necessary for the District to make up such closed student instruction days, the days will be rescheduled without additional compensation to the employees. Prior to rescheduling such days, the Union will be asked as to possible dates.

*For purposes of this section, classroom facilities located in the Monroe County Educational Center and the Special Education Service Center will be considered to be the Monroe County Educational Center "Facility".

Section 10: Employee's Lounge

The Board shall provide a lounge area for employees covered by this Agreement, which the employees will be able to utilize for break purposes. Rest room facilities and a telephone shall also be provided.

Section 11: Legal Protection

- A. Staff members shall be expected to exercise care and use prudent judgment with respect to the safety of pupils and property.
- B. Any case of assault upon a staff member arising out of or in the course of the staff member's employment shall be promptly reported to the Board or its chief administrator. The Board shall provide legal counsel to advise the staff member of his/her rights and obligations with respect to such assault and shall render all reasonable assistance within the limits of its liability coverage to the staff member in connection with handling of the incident by law enforcement and judicial authorities.
- C. If legal suit is brought against any staff member as a result of a release of confidential information or misuse of such information, the Board will furnish legal counsel for said employee only if the board has determined said employee acted professionally and then only if requested by said staff member.

- D. If any staff member is complained against or sued for disciplinary action taken by the staff member against a student, the Board will provide legal counsel and render all necessary assistance within the limits of its liability coverage to the staff member in his/her defense. However, such Board support will not be provided in cases of gross negligence or gross misconduct.

Section 12: Expenses

Each employee covered by this Agreement shall be eligible to be reimbursed for authorized actual expenses approved by his/her Supervisor, which are incurred by the employee in the performance of his/her job. Payment for such expenses shall be provided through the monthly bills.

Section 13: C.D.L. License

Bus Drivers and the Media Driver shall obtain a C.D.L. License as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The difference in the cost of a regular Driver's license and this license shall be paid for by the Board.

Section 14: Bus Certification Tests

The Board shall, upon satisfactory completion, pay the full cost of the Bus Certification Tests, including all tuition, plus pay the employee the regular rate of pay for attending the Bus Driver's School.

Section 15: Extra Trips

Bus Drivers shall be paid their regular hourly rate of pay for their actual driving time on all extra trips. Actual driving time shall mean from the time of departure to time of arrival, both going and returning. There may be occasions when such driving time will require the payment of overtime. Whenever the driver is involved in non-driving layover time, it shall not exceed four (4) hours at the driver's regular rate of pay for any given trip.

Section 16: Building Checks

The Maintenance/Custodian employees who are required to check District buildings during designated periods shall be paid three (3) hours pay per day for each of these checks.

Section 17: Food Handlers Cards

Each Food Service employee shall be required to obtain a Food Handler's Card, with the Board to pay the full cost of obtaining such card.

Section 18: Reproduction Costs

The cost of reproducing this Agreement will be jointly shared by the Board and the Union.

Section 19: Medical/Psychiatric Evaluations

The Board has the right to request a medical or psychiatric evaluation of an employee by the Board's selected physician when it appears that his/her job performance is being affected by physical and/or mental problems. Such request will be handled through the Superintendent or the Assistant Superintendent for Personnel and the Board will pay the difference between the employee's insurance coverage and the actual cost of the evaluation. Strict confidentiality will be adhered to in all cases.

Section 20: Staffing

Student class size shall not exceed the state recommendations for each SMI Instructor, unless approved by the State Department.

Section 21: Paychecks

In the event that an employee covered by this Agreement receives a shortage of wages earned in their paycheck for the pay period, due to any event not the fault of the employee, the Board shall furnish the affected employee the shorted amount no later than two working days following the pay period.

Section 22: Smoke Free Environment

(To be effective July 1, 1993.) In an effort to protect the health of our employees, the Monroe County Intermediate School District supports the concept of a "Smoke Free Environment". There will be no smoking in district buildings, playgrounds, or within twenty-five (25) feet of said facilities. The Board will make smoking cessation programs available to those bargaining unit members who wish to participate in said programs, at no charge to current staff members.

Section 23: Student Transportation

- A. Employees may be required to drive district vehicles on occasion. The district will reimburse those employees for the additional cost of obtaining a chauffeur's license when necessary.
- B. Should it be necessary for employees to transport students in their personal vehicles on a regular basis, said employees will be eligible for reimbursement of approved costs in securing additional insurance to cover these activities, and approved mileage.

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- B. An employee(s) grievance is an alleged violation, misinterpretation or misapplication of the contract as stated by one or more employees covered by the contract.
- C. A Union grievance is an alleged violation, misinterpretation or misapplication of the contract as it affects more than one employee and one or more classifications of employees. Said Union grievance may be processed directly to Level Three (3) of the grievance procedure, but, must contain the signatures of all affected employees.
- D. Both parties agree that the grievance proceedings shall be kept as confidential as may be appropriate at any level of such proceedings.

Furthermore, that the parties shall attempt to secure at the lowest level possible equitable solutions to the problems presented through this procedure.
- E. The Union shall designate their representative, which shall act in the handling of grievances.

- C. In the event a student needs to be taken home for a health related problem, the employee assigned this responsibility has the right to appeal the directive to the Assistant Superintendent for Special Education or his designee.

ARTICLE XXIII

Classification and Compensation

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth in Schedule "A" of this Agreement.

ARTICLE XXIV

Insurance Protection

- A. Upon application, hourly personnel will receive health care and dental care protection for the employee's entire family through S.E.T., Inc., per the Flexible Compensation Plan "Menu" (see Appendix A).
- B. In addition to those coverages offered through the Flexible Compensation Plan, all employees (upon application) will receive Vision Care protection for the employee's entire family through S.E.T. Ultra Vision.
- ~~C. If a staff member willfully terminates his/her employment~~

- G. The employee and/or Union retain the right to withdraw a grievance at any level without prejudice of record.
- H. No reprisals of any kind shall be taken by or against any party of interest or any participation in the grievance procedure by reason of such participation.
- I. Access shall be made available to both parties, to all places, records and information necessary to the determination and processing of a grievance.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- K. The term "days" as used herein shall mean scheduled working days, excluding all paid holidays.
- L. A staff member and his designated Union representative, involved in the processing of a grievance shall do so within the specified procedures as established for Union Stewards.
- M. Written grievances as required herein shall comply with the following provisions:
1. It shall be signed by the grievant or grievants and steward.
 2. It shall be a specific synopsis of the facts giving rise to the alleged violation.
 3. It shall cite the Article, section or sections of this Agreement alleged to have been violated.
 4. It shall contain the date of the alleged violation.
 5. It shall specify the relief requested.
 6. It shall be filed on the appropriate form.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

- N. The number of days indicated at each level should be considered the maximum and every effort should be made to expedite the proceedings. However, the time limits may be extended by written mutual consent.

within the specified time limits of that level, the appealing party may automatically appeal the grievance to the next level of the grievance procedure.

- P. At each level of the grievance procedure all affected parties shall receive copies of the written decisions or appeals.
- Q. The termination of "probationary" staff members shall not be a subject of a grievance.
- R. Procedure

Level One - An employee believing himself wronged by an alleged violation, misinterpretation or misapplication of the expressed provisions of this Agreement shall, within three (3) days of its alleged occurrence orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same. If a resolution of the problem is not obtained within three (3) days of the discussion, the employee may consult with the Union Steward and may within ten (10) days of the alleged violation reduce the grievance to writing and submit same to his immediate supervisor.

Level Two - A copy of the written grievance shall be filed with the grievant's immediate supervisor. Within three (3) days of receiving the written grievance the immediate supervisor shall arrange a meeting with the grievant and the Union Steward to discuss the grievance. Within three (3) days of the discussion the immediate Supervisor shall render his decision in writing and transmit same to all affected parties.

If no decision is rendered within three (3) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant and Union may appeal same within five (5) days of the discussion to the Division Head by filing a written grievance, along with the rendered Administrative decision at Level Two.

Level Three - Within five (5) days of receipt of the grievance by the Division Head, a meeting shall be arranged with the grievant and the Union Business Representative to discuss the grievance. Within three (3) days of the discussion, the Division head shall render his decision in writing transmitting a copy of same to all affected parties.

If no decision is rendered within three (3) days of discussion, or the decision is unsatisfactory to the grievant and the Union Business Representative, the Union Business Representative may, within five (5) days of the receipt of the written decision, appeal same to the Intermediate Superintendent or his designate by filing a written grievance along with the written Administrative decisions in Levels Two and Three.

Level Four - Within five (5) days of receipt of the grievance the Intermediate Superintendent or his designate shall arrange a meeting with the Union Business Representative to discuss the grievance. Within three (3) days of the date of discussion, the Superintendent or his designate shall render his decision in writing transmitting copies of same to all affected parties.

If no decision is rendered within three (3) days, or the decision is unsatisfactory to the Union Business Representative, the Union Business Representative may within five (5) days of the receipt of the written decision, appeal same to the Board of Education by filing a written grievance along with the rendered written Administrative decisions at Levels Two, Three and Four with the President of the Board of Education.

Level Five - Within fifteen (15) days of receipt of the written grievance, the President of the Board of Education shall call a meeting to hear the presentation of the grievance. The Board shall allow the Union Business Representative and the grievant the opportunity to present their case regarding the grievance.

Within five (5) days from the date of hearing of the grievance, the Board shall render its decision in writing. The Board may hold further meetings and may designate one or more of its members to hold further meetings or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Union Business Representative, shall final determination of the grievance be made by the Board any later than five (5) days after the initial hearing. A copy of the written decision of the Board will be forwarded to all affected parties.

Level Six - If no decision is rendered within five (5) days of the Board meeting, or the decision is unsatisfactory to the Union, the Union Business Representative may refer the matter to arbitration. Provided, however, that notice to refer the matter to arbitration is given to the Superintendent within ten (10) days from the date of the Board's written decision. Submission of the grievance to arbitration shall be in accordance with the rules of the Federal Mediation and Conciliation Services as follows:

1. The appealing party shall request the Federal Mediation and Conciliation Services to submit a listing of seven (7) persons to both parties. The representatives of the Board and the Union shall return their individual listing of the seven (7) arbitrators to the designated mailing address of the Federal Mediation and Conciliation Services within the specified time period, as is furnished to the parties by the Federal Mediation and Conciliation Services. Each party upon returning

its listing of the potential arbitrators to the Federal Mediation and Conciliation Services, shall indicate as to their individual preference of the arbitrator, by the numbering of said arbitrators one (1) through seven (7). The Federal Mediation and Conciliation Services, upon receipt of the returned lists by the parties, shall assign the arbitrator based on the highest preference given by both parties on said list. That person shall be accepted by both parties as the arbitrator.

2. In the event that neither party returns the listing of said arbitrators to the Federal Mediation and Conciliation Services within the specified time period, the Federal Mediation and Conciliation Services shall assign one (1) of the persons on the submitted list as the Arbitrator, or in the event that one (1) of the parties fails to return their listing within the specified time period, the Federal Mediation and Conciliation Services shall then assign the arbitrator based on the highest preference of the party that did return their listing within the specified time period. In either of these instances, both of the parties shall accept that person as the arbitrator.
3. The Arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing.
4. Each party shall be responsible for the expense of the witnesses that they may call.
5. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall have no power or authority to add to, subtract from or modify any terms of this Agreement and shall not substitute his judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.
6. The termination of "probationary" employees shall not be a subject of arbitration.
7. The fees, expenses and filing fees of the Arbitrator shall be the responsibility of the non-prevailing party. In the event that the Arbitrator's award does not grant the union the total relief requested, or the arbitrator does not totally rule in favor of the Board, the fees, expenses and filing fees will be shared equally between the parties.

8. The Arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
9. All 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.
10. The result of the Arbitrators decision shall be implemented within thirty (30) calendar days from the date of the Arbitrator's decision. Extension of this time limit may be mutually agreed upon.

ARTICLE XXVII

Continuity of Operations

The Union and the Board recognize that strikes and other forms of work stoppages 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, aide, encourage, ratify or condone, nor shall any employee 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 a provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XXVIII

Scope, Waiver and Alteration of Agreement

- A. This Agreement shall be binding upon the parties hereto, their successors and assigns.

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties hereto named.

- B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

- C. If any provision of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and Supplement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provisions.

ARTICLE XXIX

Termination and Modification

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of both parties in a written and signed amendment of this Agreement.
- B. This Agreement shall continue in full force and effect until June 30, 1995.
- C. If either party desires to terminate or modify this "Agreement", it shall give notice to the other party not less than ninety (90) calendar days prior to the date of the termination. If no notice is received, the "Agreement" is automatically extended for an additional year.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union Business Manager, International Union of Operating Engineers, Local #547, AFL-CIO, 24270 West Seven Mile Rd., Detroit, Michigan 48219 and if to the Board, addressed to the Secretary of the Board of Education of the Monroe County Intermediate School District, 1101 S. Raisinville Rd., Monroe, Michigan 48161.
- E. Any aspect of this Agreement may be reopened for negotiation at any time providing there is mutual agreement of both parties.
- F. The effective date of this Agreement is January 27, 1993.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

MONROE COUNTY INTERMEDIATE
SCHOOL DISTRICT

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL #547, AFL-CIO

Calvin Buxton
President

Pete Sellwaf
Business Manager

Donald R. Wray
Secretary

Dreg Smolowski
President

Dennis A. Keulbert
Negotiation Chairperson

Jennifer L. Trudeau
Secretary

SCHEDULE "A"

Wage Schedule

1992-93 Schedule

A. Secretarial/Clerical

	<u>Group B</u>	<u>Group A</u>
Step 1 -	9.14	9.65
Step 2 -	9.54	10.02
Step 3 -	10.02	10.55
Step 4 -	10.36	11.02
Step 5 -	11.22	12.32

B. Food Service

	<u>Head Cook</u>	<u>Cook</u>
Step 1 -	8.72	7.54
Step 2 -	9.14	7.95
Step 3 -	9.65	8.22
Step 4 -	11.00	9.72

C. Instructors (Instructional Aides) (1)

Step 1 -	8.53
Step 2 -	8.95
Step 3 -	9.43
Step 4 -	10.02
Step 5 -	10.44
Step 6 -	10.85
Step 7 -	11.33
Step 8 -	13.10

D. Instructional Aides (2)

Step 1 -	8.45
Step 2 -	8.88
Step 3 -	9.37
Step 4 -	9.97
Step 5 -	11.23

E. Teacher Aides (3)

Step 1 -	7.13
Step 2 -	7.65
Step 3 -	8.05
Step 4 -	8.64
Step 5 -	9.93

F. Program Assistants (4)

Step 1 - 6.31
Step 2 - 6.71
Step 3 - 7.32
Step 4 - 8.59

G. Physical Therapy Assistants

Step 1 - 9.54
Step 2 - 10.02
Step 3 - 10.55
Step 4 - 11.24
Step 5 - 12.22

H. Bus Drivers

Step 1 - 8.34
Step 2 - 8.85
Step 3 - 9.35
Step 4 - 11.22

I. Custodian/Maintenance

Step 1 - 9.65
Step 2 - 10.16
Step 3 - 10.76
Step 4 - 12.44

J. Data Processing

	<u>Technician</u>	<u>Operator</u>	<u>Oper/Prog</u>	<u>Programmer</u>	<u>Analyst Programmer</u>
Step 1 -	8.05	8.85	10.83	12.84	15.18
Step 2 -	8.53	9.65	11.77	13.88	16.17
Step 3 -	9.03	10.44	12.67	14.85	17.17
Step 4 -	10.50	11.24	13.54	15.87	18.16
Step 5 -		12.07	14.48	16.86	19.09
Step 6 -		13.85	16.05	18.27	20.87

K. Media Driver/Attendance Officer

Step 1 - 10.55
Step 2 - 11.02
Step 3 - 11.55
Step 4 - 13.04

1993-94 Schedule

A. Secretarial/Clerical

	<u>Group B</u>	<u>Group A</u>
Step 1 -	9.55	10.08
Step 2 -	9.97	10.47
Step 3 -	10.47	11.02
Step 4 -	10.83	11.52
Step 5 -	11.72	12.87

B. Food Service

	<u>Head Cook</u>	<u>Cook</u>
Step 1 -	9.11	7.88
Step 2 -	9.55	8.30
Step 3 -	10.08	8.59
Step 4 -	11.50	10.15

C. Instructors (Instructional Aides) (1)

Step 1 -	8.91
Step 2 -	9.35
Step 3 -	9.85
Step 4 -	10.47
Step 5 -	10.91
Step 6 -	11.34
Step 7 -	11.84
Step 8 -	13.69

D. Instructional Aides (2)

Step 1 -	8.83
Step 2 -	9.28
Step 3 -	9.79
Step 4 -	10.42
Step 5 -	11.74

E. Teacher Aides (3)

Step 1 -	7.45
Step 2 -	7.99
Step 3 -	8.41
Step 4 -	9.03
Step 5 -	10.38

F. Program Assistants (4)

Step 1 - 6.59
Step 2 - 7.01
Step 3 - 7.65
Step 4 - 8.98

G. Physical Therapy Assistants

Step 1 - 9.97
Step 2 - 10.47
Step 3 - 11.02
Step 4 - 11.75
Step 5 - 12.77

H. Bus Drivers

Step 1 - 8.72
Step 2 - 9.25
Step 3 - 9.77
Step 4 - 11.72

I. Custodian/Maintenance

Step 1 - 10.08
Step 2 - 10.62
Step 3 - 11.24
Step 4 - 13.00

J. Data Processing

	<u>Technician</u>	<u>Operator</u>	<u>Oper/Prog</u>	<u>Programmer</u>	<u>Analyst Programmer</u>
Step 1 -	8.41	9.25	11.32	13.42	15.86
Step 2 -	8.91	10.08	12.30	14.50	16.90
Step 3 -	9.44	10.91	13.24	15.52	17.94
Step 4 -	10.97	11.75	14.15	16.58	18.98
Step 5 -		12.61	15.13	17.62	19.95
Step 6 -		14.47	16.77	19.09	21.81

K. Media Driver/Attendance Officer

Step 1 - 11.02
Step 2 - 11.52
Step 3 - 12.07
Step 4 - 13.63

1994-95 Schedule

A. Secretarial/Clerical

	<u>Group B</u>	<u>Group A</u>
Step 1 -	9.98	10.53
Step 2 -	10.42	10.94
Step 3 -	10.94	11.52
Step 4 -	11.32	12.04
Step 5 -	12.25	13.45

B. Food Service

	<u>Head Cook</u>	<u>Cook</u>
Step 1 -	9.52	8.23
Step 2 -	9.98	8.67
Step 3 -	10.53	8.98
Step 4 -	12.02	10.61

C. Instructors (Instructional Aides) (1)

Step 1 -	9.31
Step 2 -	9.77
Step 3 -	10.29
Step 4 -	10.94
Step 5 -	11.40
Step 6 -	11.85
Step 7 -	12.37
Step 8 -	14.30

D. Instructional Aides (2)

Step 1 -	9.23
Step 2 -	9.70
Step 3 -	10.23
Step 4 -	10.89
Step 5 -	12.27

E. Teacher Aides (3)

Step 1 -	7.78
Step 2 -	8.35
Step 3 -	8.79
Step 4 -	9.44
Step 5 -	10.85

SCHEDULE "B"

Longevity

10-14 years - \$250
15-19 years - \$400
20- years - \$550

- A. Longevity will be paid to each employee covered by this Agreement who has completed at least ten (10) consecutive years of active service with the District prior to July 1st of the fiscal year in which the payment is to be made.
- B. Longevity pay will be paid in one lump sum payment on or about the first Friday in December of each year to employees who are actively employed up to such payment date.
- C. Longevity increases will be effective as of July 1st of each fiscal year. An employee must work one-half of the scheduled work days for that position's normal work year in order to receive one year of credit for longevity. This will be effective as of July 1, 1985.

SCHEDULE "C"

Education Credit

An employee who completes an approved college level program on or after July 1, 1989 which is relevant to their current job and was not required in their job posting shall receive a one-time bonus of \$150 for a one year certificate program and \$250 for a two year associates degree.

Monroe County Intermediate School District
 "Flexible Compensation Plan"
 Hourly Employees

BENEFIT	CORE	OPTION I	OPTION II
MEDICAL	\$100 Individual Deductible \$200 Family Deductible 90%/10% Coinsurance \$2.00 Rx Copy Deductible Reimbursed By Board	\$250 Individual Deductible \$500 Family Deductible 90%/10% Coinsurance \$5.00 Rx Copy \$400 Cash Rebate	No Coverage (Proof of Insurance Elsewhere Required) \$1,000 Cash Rebate
DENTAL	Basic Lifetime Deductible Major Annual Ded. Indiv. Family Annual Maximum Ortho Lifetime Deductible Lifetime Maximum	Basic Lifetime deductible Major Annual Ded. Indiv. Family Annual Maximum Ortho Lifetime deductible Lifetime Maximum \$75 Cash Rebate	No Coverage \$150 Cash Rebate
UNINSURED HEALTH CARE REIMBURSEMENT ACCOUNT	Available		
DEPENDENT CARE REIMBURSEMENT ACCOUNT	Available		

THE BOARD SHOULD BE READ ACROSS NOT VERTICALLY. SELECT ONE OPTION FROM EACH CATEGORY.

- Increasing in increments of 10% to a maximum of 100% per year if individual meets specific requirements.
- Children and Adults

In addition to what is being offered through the Flexible Compensation Program, you will also receive employer provided Vision coverage.

