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A G R E E M E N T

between

THE BOARD OF EDUCATION of the
NORTH CENTRAL AREA SCHOOLS

and the

NORTH CENTRAL LOCAL

of the

MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

North Central Area Schools

July 1, 1986 through June 30, 1989

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AGREEMENT

This agreement is entered into this 4th day of June, 1986 between the Board of Education of the North Central School District, hereinafter referred to as the "Employer" or the "Board" and the North Central Local of the Michigan Education Support Personnel Association (MESPA), hereinafter referred to as the "Union".

(Note: the headings used in this agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

PURPOSE AND INTENT:

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

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

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

ARTICLE I - RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act (Act 379, Public Acts of 1965) as amended, the Board does hereby recognize the Union as the sole and exclusive representative, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement of those employees of North Central Area Schools; excluding: teachers, administrators, superintendent's secretary, bookkeeper-office manager, supervisors as defined by the Michigan Employment Relations Commission and the Public Employment Relations Act, Title I personnel, and temporary or substitute employees which are not already members of the bargaining unit.
- B. If at any future date a potential member of this bargaining unit has a position created, the Board will place said position in the proper classification after it has discussed such placement with the Union. The Union will at all times be informed of said decision. In the event the Union disagrees with said classification, it shall be a proper subject for the grievance procedure.
- C. The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above and references to male employees shall include female employees. The term "Board" or "employer" when used herein shall refer to the Board of Education, Superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel within the meaning of Act 379.
- D. Membership in the Union is not compulsory. All employees covered under this agreement shall have the right to join, not join, maintain, or drop their membership in any employee organization and/or the Union as they see fit, but membership in the Union or any other employee organization shall not be required as a condition of employment. Neither parties shall exert pressure, either active or overt, on or discriminate against an employee in regard to such matters.

ARTICLE II - UNION SECURITY, AGENCY SHOP

- A. 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 pay a service fee to the Union equal to dues uniformly charged for membership for the duration of this agreement.
- B. Employees covered by this agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues required for membership commencing thirty (30) days after the effective date of this agreement, and such condition shall be required for the duration of this agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues required for membership for the duration of this agreement, commencing the thirtieth (30) day following the beginning of their employment in the unit.
- D. The Union shall indemnify and save the Board, each individual Board member, and all administrators harmless against any and all claims, demands, costs, suits, and/or other forms of liability including back pay and all court or administrative agency costs that may arise of, or by reason of, action taken by the Board for the purpose of complying with any and all provisions of Articles II and III of this agreement.

ARTICLE III - UNION DUES

- A. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (See Paragraph C, Article III), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty days immediately prior to expiration of this contract. The termination must be given both the Employer and the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the local 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.

B. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (See Article III, Paragraph C.) provided that the said form shall be executed by the Employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

The amount of such representation fee shall be determined as set forth in Paragraph A of this Article.

C. -- AUTHORIZATION FORM

TO _____
Employer

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

() An amount established by the Union as monthly dues.

or

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

The amount deducted shall be paid to the Treasurer of the Local
Union _____.

BY: _____
Print Last Name First Name

Address Zip Code Telephone

Department Classification

Signature Date

- D. When deductions begin-
Check off deductions under all properly-executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

Remittance of Dues to Financial Officer-
Deductions for any calendar month shall be remitted to the designated officer of the Union with a list of names of all employees from whom deductions having been made, no later than the fifth (5) day of the month following the month in which they were deducted.

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

ARTICLE IV - UNION RIGHTS & RESPONSIBILITIES

- A. For the handling of grievances in behalf of the Union, the employees will elect one steward and one alternate steward for each building complex who shall be a regular seniority employee. The alternate steward shall serve in the absence of the steward. The Union shall notify the Board in writing of the names of such persons and such changes as may occur from time to time in such personnel so that the Board may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing. Until the Board has received written notice from the Union, it shall not be required to deal with such employees purporting to be representatives.
- B. It is understood that grievance problems shall be handled at times other than when the employee is at work. In the event, however, in the handling of a grievance it becomes necessary for the steward to leave his work, he shall first obtain permission from his supervisor or principal and such permission shall be granted, provided that his work schedule can be maintained without additional help. The privilege of the steward leaving his work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance; this will be done as expediently and with as little interruption of work as possible. Any alleged abuse will be grounds for disciplinary action and/or the discontinuation of the above-mentioned privilege by said individual.
- C. Neither the Union nor any of the officers nor any steward nor any other representative or employee shall advise or direct employees to disregard the instructions of supervisors or administrators unless such instruction would endanger the health or safety of employees or other persons.
- D. Special conferences for important matters will be arranged between the Local President and Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management. Arrangements for such special conferences shall be

made in advance and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of MESPA.

- E. The Union representative may meet at a place designated by the employee on the Employer's property for at least one-half hour immediately preceding the conference with the representative of the Employer for which a written request has been made.
- F. The Employer will provide bulletin boards, or sections thereof, in a conspicuous place, for the purpose of posting Union materials. The Union shall also have the right to use school mails to distribute Union materials of the following types:
 - 1. Notice of Union recreational and Union social events.
 - 2. Notices of elections.
 - 3. Notices of results of elections.
 - 4. Notices of Union meetings.
- G. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union for the duration of this agreement.
- H. The Union shall have the right to the reasonable use of school facilities for Union meetings. The Union shall pay the reasonable costs of materials and supplies incident to the use of the same and shall be responsible for the proper operation and maintenance of such equipment and facilities.
- I. Nothing in this agreement shall limit in any way the rights of supervisors or the administration to perform bargaining unit work, with the following exceptions:
 - 1. Supervisors may drive extra bus trips only if bargaining unit employees are not available.
 - 2. No supervisor shall perform bargaining unit work if such performance shall cause the lay-off of any member of the bargaining unit regularly performing such work; and except further that in the event of a general reduction in force the terms and provisions of Article VIII herein shall apply.
 - 3. The administration shall not perform bargaining work except in an emergency situation.
- J. In order to provide continuing health protection for students, it shall be the policy of the Board that:

1. Upon initial employment, each employee will be required to have a medical examination certifying that the individual is capable of carrying out his particular assignment.
2. All employees must have a tuberculin skin test or chest x-ray as required by state law, the results of the same being filed with the personnel department when said results are available. The Employer will pay any costs required by the Michigan State Health Department in the providing of the tuberculin test.
3. A health certificate attesting to the continuing employability of the employee must be presented to the Board once every five (5) years after initial employment.

ARTICLE V - GRIEVANCE & ARBITRATION

- A. A grievance is defined as an alleged violation, misinterpretation, or inequitable application of a specific Article and/or Section of this agreement. If any such grievance arises, there shall be no stoppage or suspensions of work because of such grievance, but such grievance shall be submitted to the following grievance procedure.
- B. All time limits herein shall consist of working days. Time limits may be extended upon good cause shown or upon mutual consent of the parties. It is understood that the time limits shall set forth herein or agreed upon shall be considered as substantive, and failure to conform to them shall be in default by the party failing to conform. In any event, all grievances must be filed in writing within fifteen (15) days of the alleged violation.
- C. Step One. An employee who has a grievance shall first take it up with his immediate supervisor in an effort to resolve the matter informally.

Step Two.

- a. If an employee still feels he has a grievance, he shall discuss the grievance with the steward within two (2) days.
- b. The steward shall discuss the grievance with the immediate supervisor within two (2) days.
- c. If the matter is thereby not disposed of within two (2) days, it will be submitted within two (2) days in written form by the steward to the supervisor. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this agreement alleged to be violated by the appropriate reference, and shall indicate the relief requested.
- d. The immediate supervisor shall answer the grievance within two (2) days.

Step Three. If the written grievance has not been settled at Step Two, it shall be presented by the steward to the superintendent within seven (7) days after the supervisor's response is due. The superintendent shall respond in writing to the steward within seven (7) days.

Step Four. If the written grievance remains unsettled at Step Three, it shall be presented in writing by the Local Union President and/or Union representative to the Board of Education at the next regularly scheduled Board meeting. The Board shall respond in writing within ten (10) days of such hearing.

Step Five. If the answer at Step Four is not satisfactory, and the Union wishes to carry the grievance further, they shall notify the Board of Education of their decision within two (2) weeks or ten (10) working days whichever is longer. Within ten (10) days of such notification, the Board and Union shall meet for the purpose of selecting an arbitrator. If in the event they cannot agree on an arbitrator within five (5) days of the meeting set for that purpose, then an arbitrator shall be selected by the American Arbitration Association in accordance with their rules and procedures.

The Arbitrator shall hear the grievance in dispute and shall render his decision in writing. The arbitrator's decision shall set forth his findings and conclusions with respect to the issues submitted to arbitration.

POWERS OF THE ARBITRATOR

D. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, to make a decision in cases of alleged violation of the specific Articles and Sections of this agreement.

1. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer. The arbitrator shall make his judgment based on the express terms of this agreement, and shall have no authority to add to or subtract from, disregard, alter, or modify any of the terms of the agreement. Expenses for the arbitrator shall be shared equally between the Employer and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

2. If there is a question of the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties.

3. Claims for Back Pay: All grievances must be filed in writing within fifteen (15) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than fifteen (15) days prior to the date a written grievance is filed.

a. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at this regular rate. Any settlement of back pay claim shall be limited

to the amount of wages the employee would otherwise have earned from his employment with the district.

- b. No decision in any one case shall require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representation case.
- E. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibility, subject to the final decision of the grievance.
- F. Any written agreement reached between the Board and the Union is binding on all employees affected and cannot be changed by any individual.
- G. By mutual written agreement one representative grievance may be filed involving several listed employees grieving the same issue, and the ultimate disposition of the selected grievance shall then be applicable to the remaining listed employees.
- H. Withdrawal of Cases - After a case has been referred to the American Arbitration Association, the case may not be withdrawn by either party except by mutual consent.

ARTICLE VI - DISCHARGE & DISCIPLINE

- A. The Employer agrees to promptly notify any employee and the Union representative in writing of the discharge or the formal discipline of an employee in the district. The employee involved will be allowed to discuss his discharge or discipline with the steward of the district and the employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.
- B. Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the employer beginning at Step Three of the grievance procedure within two (2) regularly scheduled working days of the discharge or discipline. Step Three of the grievance procedure will then be followed and if the decision is not satisfactory to the Union, the matter shall be referred to the rest of the grievance procedure. In opposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, "unless the employee's past written record demonstrates a pattern of serious misconduct which is the basis of the present discipline, then, the limit shall be extended to four years, but shall not precede June 30, 1981."
- C. Formal reprimands shall be in writing with specific recommendations for improvement. A signed copy of the formal reprimand shall be given to the employee, prior to inclusion in the personnel file.
- D. No employee shall be suspended or discharged without just cause.

ARTICLE VII - SENIORITY

- A. New employees hired in the unit shall be considered as probationary employees for the first thirty (30) working days of their employment. The thirty (30) days probationary period shall be accumulated within not more than seventy-five (75) calendar days. When an employee finishes the probationary period, by accumulating thirty (30) days of employment within not more than seventy-five (75) calendar days, he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.

The thirty (30) working day probationary period will apply unless, at the discretion of the Board, an additional thirty (30) working day probationary period is assigned to an employee, within not more than another seventy-five (75) calendar days. The Board will provide the employee and the Union with the written reason for the additional probationary period. A substitute employee who is placed on a regular basis will be given credit toward the probationary period up to thirty (30) days provided the days were worked during the previous twelve (12) months, the thirty (30) day probationary option would apply.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this agreement, except that the Board will have the right to discharge and take disciplinary action for other than Union activity, involving a probationary employee without being subject to the grievance procedure.

Seniority shall be on an Employer-wide basis, in accordance with the employees last date of hire.

- B. Seniority shall not be affected by the race, sex, marital status, or the dependents of the employee.

The seniority list on the date of this agreement will show the names and job title of all employees of the unit entitled to seniority.

The Employer will keep the seniority list up to date at all times and will provide the local Union membership with up-to-date copies.

- C. An employee shall lose his seniority for the following reasons and only for the following reasons:
1. If he quits.
 2. Is discharged,
 3. Is absent for five (5) working days without notifying the employer,
 4. If he/she fails to return to work following recall from lay-off,
 5. Is voluntarily laid-off for two (2) years or the length of his/her seniority, is involuntarily laid-off for four (4) years.

Seniority shall not accrue during the layoff but shall be reinstated to the employee at the former level of seniority held by the employee when the layoff began upon his or her return to work. (It is the understanding that seniority will not accrue while the individual is laid off and that the other terms of this subsection will also apply).

6. If he/she gives a false reason for a leave of absence, or
 7. If a settlement has been made with the employee for total disability.
- D. Shift preference in the event of a vacancy will be granted on the basis of seniority within the classification. Extra work and extra bus trips shall be offered to employees on a rotation basis. A seniority list of drivers will be compiled and will be utilized by the transportation administrator. Extra trips will be offered to the most senior driver who did not drive the previous trip. A refusal to accept a trip will be considered as having driven the previous trip. The transportation administrator will offer and/or assign each extra trip within one week of departure, for trips that have not been mutually assigned at the beginning of the school year. "Bus trip means a request and approval of travel for school activity by school bus."
- E. No bus driver shall be eligible for an unscheduled bus trip unless they have volunteered for a maximum of two (2) scheduled extra bus trips per school year.

ARTICLE VIII - LAY-OFF & RECALL

- A. Nothing in this contract shall prevent the School District from reducing its work force when conditions of work load, school attendance, physical condition of premises or economics of the School District shall so dictate.
- B. The word "lay-off" means a reduction in the working force.
- C. No employee shall be laid-off unless said employee shall first have been notified thirty (30) days prior to effective date of the lay-off. The Board shall not be required to give such notice in the event of an emergency.
- D. If a reduction in the work force becomes necessary, the following procedure will be mandatory. Probationary employees will be laid-off on a district basis. Seniority employees will be laid-off according to seniority as defined by Article VII. In no case shall a new employee be hired by the employer while there are still laid-off employees who are qualified for a vacant or a newly created position.

Employees whose positions have been eliminated due to a reduction in the work force, shall have the right to assume a position for which they are qualified and which is held by a less senior employee.

In the event of a reduction in the work hours in a department or classification, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority and is qualified to perform the work of the person he/she seeks to replace.

Laid-off employees shall be recalled on a seniority basis to positions that they are qualified to perform. The most senior employee on lay-off basis will be the first employee recalled, for positions for which they are qualified. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's record. It shall be the responsibility of the employee to keep an up-to-date address filed with the District. A recalled employee shall be given five (5) days from the date of receipt of the notice of recall to report to work. The Employer may temporarily fill the position until the recalled person is able to report for work. Employees recalled to work for which they are qualified are obligated to take such work. An employee who fails to respond to recall to perform work for which he/she is qualified shall lose rights to seniority as described in Article VII and VIII. Employees shall be entitled to recall for up to four (4) years.

- E. If a bus driver fails to qualify for the driving and operation of a bus by failing to pass a written or driving test, he/she shall be deemed to be on involuntary lay-off. Such driver shall remain on lay-off until such time as he/she succeeds in qualifying and a position as a bus driver opens in the district. In addition, such employee shall be given preference over other non-instructional positions which are open in the district and for which he/she is qualified.

In the event of lay-off, for any reason, the Employer agrees to provide the Union, through its Local unit, a list of all employees involved on the same day notification is given to the individual employees. Any bargaining unit member on lay-off shall be given preference in hiring for any position in the district for which he/she is qualified.

ARTICLE IX - VACANCIES, PROMOTIONS, TRANSFERS, TEMPORARY ASSIGNMENTS;

- A. Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this agreement.
1. A transfer is lateral change where there is no addition or increase in pay.
 2. Nothing in this Article shall be deemed to prevent the Employer from transferring any employee covered by this contract from one location or one school within the district, or from transferring any such employee from one duty to another duty, provided that such transfer does not result in a demotion or reduction in pay. Consideration will be given to seniority, desire, classification and physical condition.
 3. The Employer agrees that in any movement of work not covered above in this section, he will discuss the movement with the Union, if requested, in order to provide for the protection of the seniority of the employees involved.

4. In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority. A newly-created position shall include the situation where a position is increased from a nine month per year job to a twelve month per year job. In such cases all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the district at least seven (7) calendar days prior to filling such vacancy or newly-created position.

No application of the seniority rule shall in any manner compel the Employer to transfer any person to any position for which he is not qualified or physically capable of performing.

5. Except in the case of a lay-off, no bumping shall be permitted by any employees.
 6. "Bargaining members who normally work a 180 day school year and are qualified to do the work will be given preference to do work in the district beyond that of the regular summer work force, providing work shall be paid for directly by the local district funds and Unit wage rates, during the summer months. Assignment to such work shall be based on seniority and willingness of the employee to do such work."
- B. Any promotions of persons within the unit covered by this agreement shall be subject to the following provisions:
1. A promotion is an upward change in an open job classification which results in additional rate compensation.
 2. Promotions within the bargaining unit shall be made on the basis of seniority, qualifications, and physical condition. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirement for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meet the minimum requirements shall be granted up to a sixty (60) working day trial period to determine:
 - a. His desire to remain on the job.
 - b. His ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to such employees steward; in the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

3. During the sixty (60) working day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the grievance procedure.

4. During the trial period, employees shall receive the rate of the job they are performing.
- C. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, et cetera will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy, after they have performed the duties and functions of such vacancy for a period of three (3) consecutive days, but not before, and after three (3) consecutive days said rate of pay shall be retroactive to the first day on which said employee performed the duties and functions of the job. However, no application of the seniority rule shall in any manner compel the Employer to transfer any person to any position for which he is not qualified.
 1. "If an illness occurs in which a vacancy is created in a Bargaining Unit position and the district has had no prior notification, the following procedure will be used in filling the vacancy: If a Bargaining Unit member becomes ill the district shall wait 3 days and then shall post the vacancy for 2 days. The employee who is sick or off from work must give the district at least one (1) day's notice of intent to return from the extended leave."
 - D. Should an employee be temporarily transferred in lieu of a lay-off, from a higher paid job to a lower paid job, he shall be paid the rate of the lower paid job. Where an employee is temporarily transferred in lieu of lay-off from a lower paid job to a higher paid job, he will receive the higher rate of pay. Should the employee be temporarily transferred for the convenience of the Employer to a higher paid job, he shall receive the higher rate during such temporary transfer.

ARTICLE X - LEAVES OF ABSENCE

- A. General Leaves: Leaves of absence without pay for up to one (1) year will be granted, in writing, without loss of seniority for both personal illness or illness in the immediate family, whether the illness is mental or physical. Immediate family shall include parent, spouse, parent-in-law, brother, sister, child, grandchild, grandparent, brother or sister-in-law, or dependent living in the household.
- B. Sick leave benefits will be provided hereunder for pregnancy and pregnancy related disability. Any leave resulting from pregnancy or pregnancy related disability after expiration of the accumulated sick leave shall be without pay.

An employee may request a pregnancy related leave of absence subsequent to the use of her sick leave. The employee shall notify the district in writing of her intent to take such leave at least thirty (30) days prior to the expected date for such leave. The pregnant employee will notify the personnel office as soon as is practical concerning her pregnancy and will be allowed to work up until her physician requests her to terminate working. The employee will pro-

vide the district with a physician's report as to her fitness for the continuation of her job.

Said leave will be extended until the employee's physician certifies her fitness to resume the performance of her duties. The employee shall notify the district in writing of her intent to return to work thirty (30) days prior to her return. The employee shall not return to work after termination of the pregnancy unless and until she has provided the Board of Education with a written statement from her physician that she is physically and mentally capable of performing her employment. All seniority shall continue to accrue and any and all benefits held at the beginning of the leave or sick leave held at the end of the leave shall be reinstated upon return to work.

- C. Employees shall accrue seniority while on any leave of absence granted by the provisions of this agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.
- D. Members of the Union elected to attend a function of the Union, such as conventions or educational conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions up to a maximum of five days per year for the total unit covered by this agreement. Any additional time will be without pay.
- E. Funeral Leave: An employee shall be allowed four (4) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Two additional days will be allowed but must be taken from sick leave. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents, Grandchildren, or a member of the employees' household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The President of the Association shall be allowed one (1) funeral leave day in the event of a death of a member of the Union who is a member of the district for the exclusive purpose of attending the funeral.
- F. Military leaves of absence without pay or fringe benefits shall be granted to employees who are inducted or enlist for one (1) period of enlistment for military duty in any branch of the Armed Forces of the United States. Employees on military leave shall be reinstated in accordance with applicable laws and upon re-employment by the Board, they shall be credited with any unused sick leave held at the start of the leave, and reinstated to their former seniority prior to taking such leave.
- G. Sick Leave: Each employee shall be allowed one (1) sick leave day per month of work, accumulative to ninety (90) days. In the event of critical illness or other emergency in the staff member's household, reasonable amount of lost time will be allowed the staff member with loss of pay or sick leave. This is to be at the discretion of the Superintendent of Schools.

Any number of sick days accumulated over ninety (90) days shall be paid to the employee at the end of said year at their daily rate of pay on the last pay period of the school year.

In the event of absence of an employee for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician.

- H. Personal Business Leave Days: An employee is to be granted one day with pay per year to conduct any personal business, to accumulate a total of two (2) personal business days per year. Personal business shall be defined as business of a nature which cannot otherwise be transacted during off-duty hours. An employee planning to use a personal business day shall notify the supervisor at least one (1) day in advance (except in a case of emergency) of the reason therefore. Personal business shall not be used to extend any vacation or holiday, or to participate, assist aid or abet in picketing in any school district.
 - I. Any leave pursuant to this Article shall automatically suspend, for the duration of the leave, the Board's obligation to pay salary or wages and fringe benefits, except where otherwise specifically provided in this agreement.
 - J. Jury Duty: A leave of absence without loss of pay or fringe benefits shall be granted to any employee called for jury service or who is subpoenaed to testify during school hours in any judicial or administrative matter. The employee shall be required to endorse his witness fee or jury fee to the district in exchange for a full day's pay.
 - K. Vacations: All full-time twelve-month employees (six hours or more per day) will earn credits toward vacation with pay in accordance with the following schedule:
 - 1. Upon completion of the first year - one week.
 - 2. Upon completion of the third year - two weeks.
 - 3. Upon completion of the fifth year - three weeks.
 - 4. Upon completion of the tenth year - four weeks.
- 1. Vacations will be granted according to seniority at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the department concerned.
 - 2. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more days, providing such scheduling does not interfere with the operation.
 - 3. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation. If a regular pay day falls during an employee's vacation, he may request and receive that check in advance before going on vacation.
 - 4. If an employee is laid-off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of lay-off for the current calendar year will have such credit deducted from his vacation the following year.

5. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

ARTICLE XI - WORK DAY, YEAR, WEEK, HOURS OF WORK

- A. The Board shall retain the right to schedule the work hours of employees according to the needs of the system.
- B. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven calendar days.
- C. Nothing herein shall be contrived as a guarantee of hours per day, per week, or weeks to be worked per year. In the event the Board desires to change the normal work schedule of any group of employees, it will notify the Union president.
- D. All work performed by employees in excess of forty (40) hours in any one (1) work week will be paid at the rate of one and one-half (1 & 1/2) times their regular rate.
- E. Summers Hours: Employees working forty (40) hours in four (4) days will be allowed to continue such schedule provided such scheduling provides adequate coverage for the district.
- F. An employee reporting for duty shall be guaranteed at least two (2) hours pay at his regular rate if he or she is reporting for regular duty, and at the rate of time and one-half if he or she is reporting for overtime duty.
- G. The district will not provide a duty-free lunch period, nor a paid lunch period for employees. Employees may eat lunch during working hours where their work assignment and/or their work schedule allows them to do the same without loss of service to the district.

ARTICLE XII - JOB CLASSIFICATION

- A. The following are the definitions of job categories:
 1. Full-Time Employee: An employee who is regularly scheduled to work the full day (6 hours or more) on a permanent, daily basis.
 2. Part-Time Employee: An employee who is scheduled to work less than a full day on a permanent daily basis.
 3. Substitute Employee: A person who temporarily performs the job of a regular full-time or part-time employee on a day-to-day basis until the regular employee returns to the job or is permanently replaced; but any such person who is so employed in any one job in place of the regular employee for a period in excess of thirty (30) consecutive working days shall be deemed, as of

the thirty-first (31) consecutive working day, a regular, permanent employee.

4. Temporary Employee: A person who provides services when help is required in a job assignment or position which is not of a permanent nature, and who does not work for more than sixty (60) days in any one year, or who is a student or person whose employment is financed by state or federal funds without limitation on the number of days worked in any year. No temporary employee shall be used to fill any permanent vacancy occurring as a result of death, retirement, disability, discharge or other reason.

ARTICLE XIII - WORKING CONDITIONS

- A. The employer agrees that no employee shall be required to work under unsafe or hazardous conditions. Further, the employer agrees to provide without cost to the employee, necessary safety equipment, not to include ordinary equipment, for their performance of their regular duties.
- B. Each employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees that an employee being eligible for Workmen's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workmen's Compensation his regular weekly income based on forty (40) hours, providing that he has sick leave credit. For each day of compensation the employee shall have one-third (1/3) day subtracted from his sick leave credit.
- C. Coffee Breaks: Employees may take the fifteen minute coffee break in the a.m. and also a fifteen minute coffee break in the p.m. or the first half of their regular shift, whichever may apply. The Employer agrees to provide adequate rest areas, lounges, and rest-rooms for employee use.
- D. An employee will not be required to dispense medication to any other person including students. The policy of the school district will be followed with regards to this area.
- E. No Employee of the bargaining unit shall be required to act as a supervisor of students or to act in a disciplinary role, unless, such supervisor or disciplinary activities are voluntarily contracted for by the employees as part of their normal job function, or is presented in an emergency situation. The Employer agrees to give all reasonable assistance to employees in relation to requests for maintenance of control and discipline in the employee's work area, and the employee agrees to provide all reasonable aid and assistance to the Employer for the maintenance and control of discipline in the school system, on school property, and in the protection of school property.

The parties have agreed to maintain the language within the contract, with the understanding that unit members may be required, through job classification, to assume supervisory duties over students. It is the understanding of both parties that unit members will continue to provide adult authority in the normal course and conduct of their activities pursuant to the above language.

ARTICLE XIV - BOARD RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to be vested exclusively in and to be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the business of the school district, the equipment, and the operations and to direct the working forces and affairs of the Board of Education.
 2. Continue its rights and past practice of assignment and direction of work to all of its personnel; determine hours of work or days and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this agreement.
 3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 4. The right to hire, establish and change work schedules, set hours of work or days and starting times, establish classifications, promote, demote, transfer, release, and lay-off employees, and establish, adopt, publish, change, amend, and enforce rules and regulations for employees to follow.
 5. The right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause, and otherwise to maintain an orderly and efficient operation.
 6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings and departments.
 7. Determine the placement of operations, production techniques, distribution of work, and the source of materials and supplies.

8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations as they relate to the school district.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. Nothing contained in Article XIV shall deprive the Union of any rights afforded to it under Act 379 of the Public Acts of 1965.

ARTICLE XV - EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Employment Relations Act the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining in negotiations. As a duly elected body, exercising governmental power under color of law and of the State of Michigan, the Employer undertakes and agrees it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws in Michigan, or the Constitution of Michigan and the United States of America; that will not discriminate against any employee with respect to wages, hours or any terms and conditions of employment by his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer, or his/her institution of any grievance complaint, or proceeding under this contract.
- B. Nothing contained within this agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or other laws of Michigan or the United States of America.

Employees shall have full rights of citizenship, no religious or political affiliations outside of the work environment will be grounds for any discipline or discrimination with respect to the employment of the employee.

ARTICLE XVI - CONTINUITY OF OPERATIONS

- A. During the term of this agreement, the Union will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include but not be limited to: slowdowns, stoppages of any kind, sit-ins, concerted mass sickness, or any other type of interference of any kind whatsoever with operations at any of the facilities, singularly or jointly, of the Board, and picketing or demonstrating of any kind during working hours. The Union further agrees that it will not engage in any sanction activities or other terms of boycotts of the Board.

- B. The Board agrees that it will not engage in any lockout of members of the bargaining unit for the duration of this agreement.
- C. The Board shall have the right to discipline, including discharge, any employee for taking part in any violation of this provision. Prior to the taking of disciplinary or other action enumerated herein, the Board shall notify the Union of its intentions and may also consult with the Union in connection therewith. It is expected that the Union will act to discipline its members pursuant to the disciplinary procedures within the Union's Constitution and/or By-Laws.

ARTICLE XVII - NEGOTIATION PROCEDURES

- A. This agreement shall begin on the 1st day of July, 1986 and shall continue in full force and effect until the 30th day of June, 1989. This agreement may only be extended in writing or orally by the consent of both parties. Prior to said expiration, the parties shall meet to negotiate the terms, conditions, and provisions of a successor agreement.
- B. This agreement supersedes or cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto may be subject to negotiation during the period of this agreement upon the request and mutual consent of both parties, but shall not be binding upon either party unless executed in writing by the parties hereto.

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 ruled by law from collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

- A. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, that such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue to be in full force and effect.
- B. When an employee desires to terminate his employment, there must be

at least fourteen (14) days notice of resignation, in writing, given to the immediate supervisor.

- C. When school is forced to be closed because of unavoidable conditions, such as bad weather, breakdown of equipment, etc., all employees are expected to report to work. Unless prior permission to remain away from work is granted, all time lost will be deducted from the employee's pay as absent without pay.

Those employees are required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, emergencies, mechanical breakdowns, or health conditions as defined by city, county, or state health authorities, will not be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay for all such hours actually worked. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days or portions thereof actually worked. All full-time (12-month) employees will be required to work on days when school is not in session. The above is to be governed by State law or regulations.

- D. The Employer agrees that any consolidation or elimination of jobs shall not be effective without a special conference.
- E. Insofar as valid under state law, this agreement shall be binding upon the Employer's successors, assignees, purchaser, leasee or transferees, whether such succession, assignment, or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another Employer, this agreement shall be binding upon the merged or consolidated Employer.
- F. The Employer agrees to make available to each employee in the bargaining unit a copy of this agreement and to provide a copy of the same agreement to all new employees that become members of the bargaining unit. The Employer agrees to make available a copy of this agreement at the earliest possible date following ratification of the agreement.
- G. It shall be a condition of employment that all members of the bargaining unit shall be domiciled in the district. Employees hired into the bargaining unit and residing outside the district will move into the district within one (1) year of date of hire. Any hiree failing to do so will be terminated. The administration at its sole discretion may, in the case of hardship or in the best interest of the district, extend the one year grace period.
- H. Since, in the event of an emergency it is sometimes imperative that bus drivers be in contact with the district, the Employer hereby agrees that the district's radio center shall be manned during all normally scheduled bus runs. If, in an emergency situation, the radio center is not manned, then bus to bus radio communication would be appropriate.
- I. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the district when they are in full time active duty in the Reserve or National Guard, provided a proof of service and pay is submitted. A maximum of two weeks per year.

ARTICLE XIX - DURATION OF AGREEMENT

- A. This agreement shall become effective and remain in full force as described in Article XVII Section A.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the _____ day of _____, in 1986.

FOR THE UNION:

PRESIDENT OF THE LOCAL:

SECRETARY OF THE LOCAL:

MESPA REPRESENTATIVE:

James E. Pagnin

Rain Harris

FOR THE EMPLOYER:

PRESIDENT OF THE BOARD:

Halter Petersen

SUPERINTENDENT OF SCHOOLS:

SECRETARY OF THE BOARD:

Clifford M. Jupt

Carol J. Pipkin

ARTICLE XX - ECONOMIC & FRINGE PROVISIONS

A. Compensation:	86-87	87-88	88-89
Bus Driver - Regular Runs (per hr.)	7.56	8.01	8.51
Bus Driver - Perronville Run (per hr.)	7.56	8.01	8.51
Express Runs (daily)	2.63	2.79	2.97
Custodian (per hour)	6.05	6.50	7.00
Custodial Assistant (per hour)	5.62	6.07	6.57
Maintenance (per hour)	6.85	7.30	7.80
Aide, Audio Visual (per hour)	5.95	6.40	6.90
Aide, General (per hour)	5.95	6.40	6.90
Aide, Elementary Full Time (per hour)	5.50	5.95	6.45
Aide, Elementary Part Time (per hour)	5.40	5.85	6.35
Secretary (per hour)	5.84	6.29	6.79
Cook, First (per hour)	5.72	6.17	6.67
Cook, Second (per hour)	5.57	6.02	6.52
Cook, Third (per hour)	5.42	5.87	6.37

The board reserves the right to hire probationary employees at the rate of not more than twenty (20) cents below the rate shown above.

- B. Pension Plan: The Employer is to continue the present pension plan for the duration of the agreement.
- C. Medical Examinations: The Employer to pay for all physical examinations required as a condition of employment.
- D. Driver's School and Chauffeur's License: The Employer to reimburse each employee required to attend a driving school the amount spent to attend the school for meals and lodging, not to exceed \$25 per day. In addition, the Employer will pay to the employee the rate of \$3 per hour for each hour of classroom attendance. The fee for a chauffeur's license will be reimbursed by the Employer when required as a condition of employment.
- E. Personal Mileage: Employees required to use their personal cars in their employment to be reimbursed at a rate to coincide with the mileage paid by the district; this to include traveling to bus school or other schools required.
- G. The Employer will continue to make available health and life insurance programs that are equal to or better than the existing plans. The employer will contribute an amount each year for insurance, based on the \$105 amount of 85-86 and adding increases each as per the schedule below. Each employee may elect to take this benefit as part of his pay rather than toward an insurance plan. Notice of the election of this option should be given to the superintendent of schools in writing.

Increases in insurance benefits above the 1985-86 amount of \$105 will be provided based on the number of regularly scheduled hours worked per year. The increase for 1986-87 is based on 8¢ per hour; 87-88 on 9¢ per hour; and 88-89 on 10¢ per hour.

Example of increases in insurance:

TOTAL HOURS WORKED	86-87 INCREASE/YR.	87-88 INCREASE/YR.	88-89 INCREASE/YR.
540	43.20	48.60	54.00
810	64.80	72.90	81.00
1,260	100.80	113.40	126.00
1,600	128.00	144.00	160.00
2,080	166.40	187.20	208.00

The full Super Med. I or equivalent insurance premiums shall be paid by the school district for the three years of the contract for full-time (12-Month) employees. The base amounts from which increases will be determined are: Single - \$91.20; Self & Spouse or Children - \$209.80; Full Family Coverage - \$231.90.

For full-time (12-month) employees, the amount of the increase in benefits shall be the cap for the total increase over the 1985-86 amount. In the event that the insurance cost does not increase by the amount of the increased benefits provided, the additional yearly benefits may be used for options or pay in lieu of insurance.

Example: Full Family Insurance was \$232 per month; if the amount of increase for 86-87 is \$13.87 per month, then the amount available is \$245.87 per month. If the insurance cost stays the same or decreases, the \$13.87 per month may be used for options or pay in lieu of insurance.

- H. The Employer agrees to continue past practice with regard to payment for holidays, except that any employee required to work on any of the following specified holidays shall be compensated therefore at a rate of one and one-half times his normal rate, in addition to receiving his regular pay. The "specified holidays" shall be New Year's Day, the last four (4) hours of the employee's regular shift on Good Friday, Memorial Day, the Fourth of July, Labor Day, the first day of deer season, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day, and employee's birthdate.
- I. The Employer agrees to pay to each employee a sum of money as longevity pay in accordance with the schedule hereinafter set forth:

1. Longevity Pay Amounts:

<u>Years of Service</u>	<u>Amount</u>
3 to 4 years	\$120
5 to 9 years	145
10 to 14 years	195
15 to 19 years	245
20 to 24 years	315
24 to 29 years	390
30 years or more	465

Longevity shall be paid on the basis of the school fiscal year, starting July 1 and ending June 30, and shall be computed from the July 1 nearest date of hire. Date of hire shall be the first day of work actually performed by the employee for which he is paid by the district for regular employment.

2. An employee who retires or is laid-off or dies shall be paid longevity as specified in Paragraphs 1 and 2 above, except that for his final year, longevity will be pro-rated as a percentage of a complete working year. This percentage is a ratio of the time worked in his final year up to the date of retirement to the total time of his working year.
3. An employee who quits or is discharged during his working years shall not be eligible for longevity pay during that year.
4. Absence due to personal illness or lay-off shall not be deducted when computing an employee's total longevity.
5. Leaves of absence other than personal illness, of over half an employee's working year shall be deducted as one full year when computing an employee's total longevity.
6. An employee who quits or retires and who is later re-hired by the district shall not carry over accumulated longevity. His longevity shall be computed as outlined in Paragraph 1 and 2 above starting with his latest date of hire.
7. Absence due to personal illness will not effect the payment of longevity.
8. For leaves of absence other than personal illness of less than one-half of the employee's work year, longevity payment will be pro-rated on the percentage of employee's work year completed.

- J. Shift Differential: In the first year of this agreement, .10 per hour (if an employee shift starts on or after 11:00 a.m. and continues past 5:00 p.m.). In the second year of this agreement, .15 per hour under the same conditions as stated above.

Split Shift Pay: In the first year of this agreement, .10 per hour (if the employee is required to be away from the job during the work shift in addition to the normal lunch period time, or coffee breaks, and then return to complete the shift). In the second year of this agreement, .15 per hour under the same conditions as noted above.

- K. Retirement Provisions: The Board of Education agrees to pay retirement contributions for all employees covered by this agreement on a non-contributory basis, commencing with the effective date of this agreement, and to continue during the term hereof, as authorized and provided by Act 244, P.A. 1974; said payments to be made by the Board of Education up to a maximum of five (5%) percent of the annual compensation of each employee, or as otherwise provided by law.
- L. Any work done by a custodian which is maintenance in nature and that is not on the custodial job description will be paid at the maintenance rate provided over four (4) hours of such work is done in a particular 8-hour shift.
- M. Extra Trips: Bus Drivers

Drivers shall receive the greater of the following:

- a. \$8 set up and .11 per mile, with a minimum of \$18, or
- b. The hourly rate of \$3.35 beginning at the departure for the trip from school and ending upon return to school.

On overnight trips, the maximum number of hours that can be charged under (b), above, shall be twelve (12) hours per day.

