

6/30/90

MASTER AGREEMENT
BETWEEN THE
ORCHARD VIEW BOARD OF EDUCATION
AND THE
ORCHARD VIEW MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION
(OV-MESPA)
COVERING THE PERIOD
JULY 1, 1987
THROUGH JUNE 30, 1990

Orchard View Schools

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ARTICLE I

RECOGNITION

- A. The Orchard View Board of Education recognizes the Orchard View Education Support Personnel Association (OV-MESPA), as the exclusive bargaining representative for all head custodian/maintenance, custodians, groundsman, bus mechanics, all food service employees, and all full-time and regular part-time bus drivers, but excluding the Transportation Supervisor/Bus Mechanic and other supervisory and executive personnel, substitutes and all others. The terms employee or bargaining unit member(s) when used in this Agreement shall refer to all persons represented by the Association and covered by this Agreement, and reference to males shall include references of females.
- B. The Orchard View Board of Education agrees not to negotiate with any organization other than the Orchard View Michigan Education Support Personnel Association (OV-MESPA) for the duration of this agreement.

ARTICLE II

BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations, except as specifically stated in this Agreement.
- B. Such rights shall include the right to:
1. Manage and control its business, its equipment, and operations and to direct the working forces and affairs of the Board.
 2. Assign and direct its personnel, determine the number and schedules of personnel, and to establish, modify, or change any work, business or school hours or days.
 3. Direct the working forces, including the right to hire, promote, suspend, discharge, transfer and lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations, the processes of carrying on the work, and the institution of new and/or improved methods or changes therein.
 5. Adopt rules and regulations.
 6. Determine the qualifications of employees, including physical conditions.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions buildings or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement. Determine the policy affecting the selection, testing, or training of employees, providing that such selection shall be based upon lawful criteria.
10. To the executive management and administrative control of the school system, its properties, and facilities.
11. To establish courses of instruction and in-service training programs for employees and to require attendance during work hours at any workshop, conference, etc., by employees, including special programs.
12. Adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Employer agrees to afford the Union such rights and privileges as it has provided in the past.
- B. Leave days for union business will be available upon request of the Union President and with the approval of the superintendent or his designee. It is the intent of both parties that such leave days will continue to be approved as in the past. The Union agrees to accept the responsibility for the substitute(s) pay.
- C. The Employer agrees that it will no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place or residence.

ARTICLE IV

RESPONSIBILITY FOR BUILDINGS

A. Responsibility of Principal

The principal or his authorized representative shall be responsible for the building at all times.

The principal shall be responsible for directing and planning the work of all building service employees in the building, making assignments for successful operation, arranging work loads, and assisting employees to perform their duties satisfactorily.

The principal shall be responsible for organizing, supervising, the work of all operating employees in his building.

B. 1. Responsibility of Head/Maintenance Custodians

The Head/Maintenance Custodian in each building in the District shall be responsible for the care, and service of said building as outlined in Article V, Section A of this Agreement.

2. Although each Head/Maintenance Custodian shall be under the direct supervision of the principal or said principal's designee in the building(s) to which said Custodian is assigned, the parties agree that each such Custodian shall be empowered and/or provided with all materials and assistance as approved by the Employer, and such delegated authority necessary to perform the care and services in and of the buildings in which and for he/she is responsible.

ARTICLE V

CLASSIFICATION AND DUTIES OF EMPLOYEES

- A. Qualifications for such positions as listed below shall be as outlined in Article XVII.
- B. Head Custodian-Maintenance: Persons employed in this position shall be appointed as per the procedures in C below and shall:
1. Be in charge of building operations, consisting of cleaning the building, plumbing, electrical, heating, ventilations, swimming pool, and the general supervision of the maintenance of all equipment in the building and on the grounds. He shall report any need for skilled service to the principal who shall report it to the maintenance office or in case of urgent need, he shall call to the maintenance office and then report the call to the principal. He shall be responsible for such repairs as can be made within the building and about the grounds.
 2. Be directly responsible to the principal of the building or to such person as the principal may designate.
 3. Have the duties of the boiler room during the firing season, and will have a combination of duties which may include cleaning as well as care and operation of heating equipment, swimming pool and other mechanical equipment.
 4. Under the direction of his principal, be responsible for directing and planning the work of all other building service employees in his building, making assignments for successful operation arranging work loads, and assisting employees to perform their duties satisfactorily.
 5. Be responsible for requisitioning needed supplies and for checking on the receipt of supplies needed to carry on his work in the building.
 6. Have the general responsibility of keeping the building and the equipment in good working condition and for maintaining the building at an acceptable standard at all time.
 7. Be responsible for checking building on weekends.

C. Any bargaining unit member interested in applying for the position of Head Custodian/maintenance may obtain and complete an application form that will be made available for this purpose by and which may be obtained from the superintendent or his designee.

D. Groundskeeper

1. The person employed in this position shall be in charge of maintenance and development of all grounds of the school district at the direction of the superintendent or his designee. When additional workers are required for this activity, they will be assigned to him by the superintendent or his designee.
2. During the winter months, it shall be the duty of the groundskeeper to take care of the snow plowing. At time of heavy accumulation of snow it shall be the duty of the head custodian to assist in the clearing of walks, etc.
3. Between seasons, custodial work may be assigned to the groundskeeper by the superintendent or his designee.

E. Custodians

These persons shall be directly responsible to the head custodian for individual assignments or, in his absence, under the direction of the superintendent or his designee. They shall also be responsible for reporting needed repairs to the building principal and head custodians.

F. Bus Mechanic

He/She shall be responsible for the care and maintenance of all buses, other school vehicles, and the bus garage (s). Under the supervision of the superintendent or his designee he/she shall help maintain a cost-efficient transportation system.

G. Grounds/Maintenance:

If the employer wishes to fill the position or grounds/maintenance, that position will carry with it an additional annual wage. Nothing in this agreement will require the employer to fill both or either the grounds/maintenance or groundsman positions.

H. Food Service

1. Food Service Manager/Cook shall be responsible to the Director of Business and Operations for the coordination of the district wide hot lunch program. In addition, he/she may function as a first cook in the building to which he/she is assigned.

2. First Cook

The first cook shall be responsible but not limited to, planning the menus in his/her particular buildings. In addition, he/she shall sell lunch tickets, collect money, and keep daily, weekly and monthly records. He/she shall cook the main entree and shall oversee and direct the assignments of the kitchen personnel. He/she shall be responsible for additional related responsibilities as set by the Food Service Manager/Cook.

3. Second Cook

The second cook assists the first cook and is assigned to assume the responsibilities and assignments of the first cook in the event of his/her absence. He/she shall be responsible for additional related responsibilities as set by the First Cook.

4. Food Service Worker

The food service worker works under the direction and assignment of the first cook or designee. He/she shall be responsible for related responsibilities set by the First Cook.

I. Bus Drivers

1. She/he shall be responsible for safely transporting students by school bus to and from school including trips to events, contests and/or activities at locations away from school when school buses are used. Bus drivers will be responsible for conducting pretrip and maintenance checks.

J. Bus Mechanics

1. He/she shall be responsible for the care and maintenance of all buses, other school vehicles, and the bus garage.

K. Part Time Employees

1. Part-time employees shall be subject to the direction of the head custodian/first cook in the building to which they are assigned.
2. Except where otherwise stated in this agreement, employees shall be entitled to all wages, fringe benefits, sick leave, personal leave, vacation and holiday pay on a pro-rata basis, provided they work a minimum of four (4) hours or more per day or twenty (20) hours or more per week.

- L. It is understood the members of the bargaining unit set forth in the foregoing recognition clause (Article I) have the responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person who is or will become a member of the bargaining unit represented by the union. Exceptions to this provision shall be:
1. The Board retains the rights to employ non-bargaining unit members in and for those situations where there exists insufficient bargaining unit members to perform a specific task(s) within the time period where such task(s) must be concluded or,
 2. No member or insufficient members of the bargaining unit possess the skills/training necessary to perform the task(s) in question.
 3. Also excluded are daily substitutes employed to temporarily replace an absent bargaining unit member and temporary*/seasonal employees hired to supplement the regular work force, so long as the use of such employees does not deny and/or abridge the contractual rights herein granted to bargaining unit members.

*Provided employed 90 work days or less

ARTICLE VI

PROBATIONARY PERIOD FOR EMPLOYEES

- A. All new employees shall be placed on probation for a period of 90 calendar days. The superintendent or his designee reserves the right to extend the probationary period for an additional 90 calendar days. If, at the end of this period, his/her work is satisfactory, he/she shall be considered to be a regular employee and seniority shall date from the first day he/she worked. This regulation shall not apply to persons who are employed on labor or maintenance crews for the summer season or for other employees who are employed for only temporary need.
- B. If a person who is employed as a substitute has served for 90 continuous calendar days or more in one position, then he/she will be considered to have served his/her probationary period if the school district decides to hire him/her on as a regular employee.
- C. The parties agree that such extension of the probationary period as provided for in Section A of this Article shall be effected only for and with Just Cause.
- D. Should the employer believe that a probationary employee's work is unsatisfactory and/or that the work performance of such employee fails to meet the requirements necessary for permanent employment, the Union will be provided with written particulars at least 30 days in advance, where possible and practicable, prior to a decision to terminate and/or extend the probationary period of the employee.

ARTICLE VII

EVALUATION OF EMPLOYEES

- A. The evaluation of employees shall be primarily based on how well he completes and/or perform those duties to which he is assigned.
- B. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by the bargaining unit member's immediate supervisor. Under no circumstance shall a member of the bargaining unit evaluate other bargaining unit members.
- C. All evaluations shall be reduced to writing and a copy be given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- D. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional written comments which shall be attached to the written evaluation if he/she so desires. All written evaluations with applicable attachments are to be placed in the bargaining unit member's personnel file.
- E. At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.
- F. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Union.

3. A bus driver may be denied a particular route for good cause. Should a senior employee be denied a particular route, reasons for the denial shall be given. If the bus driver disagrees with the reason for the denial, it becomes a proper subject for the grievance procedure. To be denied a route, a driver must be given notice no later than the last day of the work year that the route will be denied for bid by him or her in August. Before a route is denied, efforts will be made to adjust the route to eliminate the run or portion of the route causing the dispute if practical.
4.
 - a. Upon the completion of the probationary period, drivers become eligible to participate in the seniority rotation for assignment of trips. All trips will be assigned on a rotation basis beginning with the most senior driver on down to the least senior driver. Drivers may participate in the rotation by applying to the Transportation Supervisor prior to the beginning of a semester. If a trip is cancelled, the driver shall be assigned the next unassigned scheduled trip. If the driver gives a trip to another driver, it will still be charged to him/her, not the driver that fills in for him/her. The supervisor will keep record of all trips assigned. The steward shall have access to these records. Any driver who gives away more than three (3) trips will be removed from the trip rotation for the remainder of the school year or a minimum of one full semester. A driver who is unable to drive her/his assigned trip for any reasons must wait for the next rotation. In the event that a trip is turned down by all the drivers on the trip rotation list, the supervisor may assign the trip to any of the other regular drivers not on the list. In the event that a driver somehow ends up with two (2) trips, one shall be assigned to another driver. However, the driver who had the two (2) trips will then be assigned to the next unassigned trip.
 - b. If a newly hired regular driver has been previously employed as a bus driver and has driven trips for the school district previously, the transportation supervisor may approve his/her participation in the trip rotation prior to completion of the probationary period.
 - c. A driver may be bypassed for a trip if the driving time of the trip would result in the payment of overtime rates for all hours of the trip and there is another driver who is available for the trip which would not involve the payment of overtime rates according to the projected time for the trip. Drivers shall be allowed one trip resulting in overtime hours in the same work week, but may be by-passed for any others in the same work week which would result in the payment of overtime rates for all hours driven on the trip. By-passed drivers shall be deemed at the top of the rotation for the next work week in order of seniority.

- d. Drivers must drive all continuous runs of their route which can be completed preceding the trip to be eligible for the trip. A driver is not eligible to drive a trip which conflicts with a continuous run, unless the driver elects not to drive the entire run with which the trip conflicts.
 - e. Any error in the assignment of trips shall be corrected only through assignment of the next available trips until the disputed time is rectified.
 - f. Substitute drivers may be used for trips when rotation drivers or other regular drivers not on the rotation cannot be contacted or when a rotation driver would receive overtime rates for all hours of the trip. The employer may elect at any time in its discretion not to bypass the driver and pay the overtime rates for the trip.
 - g. Summer Band Camp bus trips shall be driven by those bus drivers who drove those trips in the summer of 1987 until the bus driver is no longer available for such assignment or misses a summer band trip for reasons other than personal illness or illness or death in the immediate family. If the number of buses needed is reduced then the least senior driver(s) will not be assigned, and this will not cause the bus drivers(s) to forfeit the right to be assigned to future trips. When one of these bus drivers is otherwise unavailable or misses a trip, the trip shall thereafter be subject to assignment among the other bus drivers on a separate seniority rotation for the summer band trips only. A driver refusing the opportunity to be assigned the summer band trip will be passed and charged as if having driven the trip for assignment purposes. Should no drivers accept assignment to the trips, the Employer may assign the bus drivers required to drive the trips.
5. The employer reserves the right to make any additions, deletions or changes in routes, shuttles, stops, length and number of runs and routes as it determines necessary for the efficient operation of the transportation system. The employer also reserves the right to determine the route and method by which students are to be transported on trips. Additionally, the employer reserves the right to determine whether students will be transported by school bus on any trip. When it is determined that a school bus will be used to transport students on a trip, the trip will be posted for assignment through the seniority rotation. The Employer will not use multiple vans to supplant the use of a school bus on trips historically driven in a school bus.

6. Definitions:

Route - a "route" is an established plan of bus runs and/or shuttles for the transportation of students by school bus to be performed on a routine basis throughout the school term.

Run - a "run" is the transportation of students by a school bus from a pick up point to and/or from school to the designated drop-off point.

Shuttle - a "shuttle" is the transportation of students by school bus between and/or among school locations where school classes, programs, activities and/or events are to be held for the students of the school district as part of their school day instruction.

Trip - a "trip" is the transportation of students by school bus to and/or from an event, contest, activity or field experience away from school locations.

Kindergarten Run - a "kindergarten run" the scheduled transportation primarily of kindergarten students at mid day by school bus on a continuous segment of a route which may be to pickup and/or take home students.

7. Drivers are scheduled to drive their routes for the student instruction days scheduled in the school calendar for the students assigned to their routes. Drivers will not be paid for a route not driven because of the cancellation of a student instruction day, unless it is the cancellation of a student instruction day which is not to be rescheduled for work on another day and the cancellation would not provide the drivers with at least 178 full route days of scheduled work. If the cancelled student instruction day is not to be rescheduled for work on another date and the cancellation would otherwise deny drivers of an opportunity to work at least 178 full route days of work in the school year, drivers affected shall be paid their daily rate for the cancelled route according to their time allotments scheduled for the cancelled day. A driver relinquishing any portion of his/her scheduled route to drive a trip shall be deemed to have been provided a full scheduled route on that date.
8. Runs which become available for a substitute assignment because the regularly assigned driver has an extra trip or because of special circumstances such as a doctors appointment, etc. may be given to a regular driver whose run is not in conflict with the available run.

ARTICLE IX
ANNUAL SALARIES

FOOD SERVICE

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Manager/First cook	6.90	7.31	7.75
First cook	6.57	6.96	7.38
Second cook	5.94	6.30	6.68
Service worker	5.45	5.78	6.13

*CUSTODIAN

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
4	19,250	20,405	21,629
3	17,631	18,689	19,810
2	17,268	18,304	19,402
1	16,861	17,873	18,945

*GROUNDS/MAINTENANCE

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
4	19,981	21,180	22,451
3	18,362	19,464	20,632
2	18,000	19,080	20,225
1	17,593	18,649	19,768

*HEAD CUSTODIAN/MAINTENANCE

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
4	20,469	21,697	22,999
3	18,850	19,981	21,180
2	18,487	19,596	20,772
1	18,080	19,165	20,315

ALL WAGES RETROACTIVE TO JULY 1, 1987

*Shift Premium: 2nd shift 20 cents per hour
 3rd shift 25 cents per hour

BUS DRIVERS

Effective August 31, 1987	Effective July 1, 1988	Effective July 1, 1989
<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
8.63	9.15	9.70

Wage rates to be paid retroactively two weeks following ratification of the Accretion Agreement by both parties, provided the calculations of the payments to be made have been verified by the parties.

- A. Bus drivers shall be paid the hourly rates as specified for all duty time on regularly scheduled routes and trips or on tasks attendant to the regularly scheduled route or trip. A time allotment shall be determined for each route and trip which shall be the normal amount of time needed to drive the route or trip and perform other attendant duties under the ordinary and usual road conditions, weather and other relevant circumstances. To receive payment for hours of work beyond the time allotment, the driver must submit a time deviation report on a form provided by the supervisor which shall specify the reasons for the additional time involved. Deviation reports must be submitted to the supervisor by the driver by the end of the next work day following the day of the occurrence of the deviation. Deviation shall be verified and granted or denied within five (5) work days after being submitted to the transportation supervisor. Upon verification of the time and reasons as operationally necessary, the deviation shall be recorded and submitted to the payroll department for payment. Bus drivers will not be paid for non-duty time between segments of the daily route. A time period in excess of twenty (20) minutes between the segments of the daily route shall be non-duty time unless otherwise designated by the transportation supervisor. Time periods of twenty (20) minutes or less between segments of the daily route shall be designated duty-time for which the bus driver will be paid and perform tasks or duties related to their bus and/or route.
- B. A driver shall receive his/her regular hourly rate of pay for any extra duties such as rosters, maps, etc.
- C. Any in-service meeting requiring attendance of the drivers by the supervisor shall be paid at the regular hourly rate.

- D. Any meeting requiring attendance of the bus drivers by the supervisor shall be paid at the regular hourly rate.
- E. The regular hourly rate will be paid to each regular bus driver who delivers his/her bus to the designated site for the annual state police inspection. Each driver must remain while his/her bus is being inspected.
- F. Any time a driver is asked to report for work other than his/her assigned regular route and his/her portal to portal time is less than one (1) hour, he/she shall be paid a minimum of one (1) hour's pay.
- G. A maximum of \$ 10.00 per day will be paid for meals for out of town field trips at the discretion of the supervisor of transportation and/or the administrative assistant.
- H. The Employer shall pay the fee for the license required to drive a school bus.

Longevity:	after 10 years - \$100/yr.
	after 15 years - \$250/yr.
	after 20 years - \$300/yr.
	after 25 years - \$350/yr.

ARTICLE X

WORK WEEK

- A. The work week of regular full-time employees shall be forty (40) hours consisting of eight-hour work days.
- B. High School maintenance custodian will work every Saturday morning during the regular school year.
- C. The normal work day schedule for all employees shall be established by the employer based on the employer's determination of the needs and resources of the District.

ARTICLE XI
OVERTIME

- A. All employees, except bus drivers, will be paid time and one-half for all hours worked other than their regular hours in one day. (Example)
1. (If an employee works eight (8) hours as his/her regular daily hours, all hours over eight (8) in any one day will be paid time and one-half.)
 2. (If an employee works four (4) hours as his/her regular daily hours, all hours over four (4) in any one day will be paid time an one-half.)
- B. All employees, except bus drivers, will be paid time and one-half for all hours worked in excess of forty (40) hours or a regular work week. (Example)
1. (If a custodian/food service person works a regular work week, (forty (40) hours per week), he/she will be paid time and one-half for all hours worked over forty (40) per week.)
 2. (If a custodian/food service person works a regular twenty (20) hours per week, he/she will be paid time and one-half for all hours worked over twenty (20) hours per week.)
- C. For all employees Sunday hours shall be paid at the double time rate if the employee has worked his/her regular weekly hours. (Example)
1. (If a custodian/food service person works a regular forty (40) hours per week, he/she will be paid double time for any hours worked on Sundays.)
 2. (If a custodian/food service person works a regular twenty (20) hours per week, he/she will be paid double time for any hours worked on Sundays.)
- D. For all employees double time will be paid for all work on holidays listed in this agreement. Holiday pay will be paid if applicable according to Article XV.
- E. The above does not apply for weekend building inspections by the head custodians and maintenance men.
- F. For employees eligible to receive the overtime rates as outlined in Sections A-D of this article to receive the overtime rates specified he/she must:
1. Have worked the number of hours required to establish his/her work week or,

2. Be eligible to receive compensation for legitimate absences that occurred during his/her work week or work day, with such compensation being sufficient an amount to equal the employees weekly and/or daily pay rate.
- G. For all employees except bus drivers, overtime shall be offered to the employees who request to be placed on the overtime calls list, on a rotating basis.
- H. Bus drivers shall be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours in the same work week as provided by law.
- I. All overtime assignments must be approved by the supervisor.

ARTICLE XII

PHYSICAL EXAMINATIONS

- A. A candidate for regular employment shall have a physical examination by a physician designated by and paid for by the Employer, prior to approval for regular employment.
- B. Bus drivers shall be examined annually prior to September by a physician at the Hackley Occupational Health Clinic or another comparable facility designated by the employer to determine their fitness to drive a school bus. The cost of the examination will be paid by the employer. Additionally, the employer may require a physical or psychological examination of the bus driver any time during the year. If the bus driver submits to examination by the physician designated by the employer, it will pay the full cost. The employer may require a seconded examination to be conducted by its designated doctor for which it will pay for the full cost. The employee shall be furnished a copy of the report in each case.
- C. The provisions of the Article shall not be construed to limit or otherwise affect the ability of the Employer to require medical examinations in any other circumstances.

ARTICLE XIII

WORK SCHEDULES

A. Building with one employee:

In buildings having one employee, the principal shall have the right to extend the lunch period in order that duties may be performed within the eight (8) hour service period with a minimum of interference.

B. Buildings with two or more employees:

In buildings where two or more employees are assigned, regular shifts shall be established and arranged so as to avoid the need for overtime to the fullest extent possible.

C. Continuous schedules:

1. Working time for day employees shall be exclusive of the lunch period.

2. All employees shall be entitled to a duty-free lunch period of either 30 or 60 consecutive minutes. (The time and length to be mutually agreed to by the employee and building administrator, except that nothing in this sub-section shall adversely affect any employee who in the past has opted to leave the building for lunch, with said lunch period being for one hour, unless agreed to by said employee.

D. Lunch Periods: Working time for full-time night employees will include an allowance of one-half hour for lunch.

E. The provisions of this article do not apply to bus drivers.

ARTICLE XIV
VACATIONS

- A. Employees With Less than One Year of Service
Employees who on July 1 of each year have been on the payroll for 0 through 1 year shall receive one (1) day per month vacation to a maximum of ten (10) days.
- B. Employees With One through Eight Years Service
Employees who on July 1 have been on the payroll one (1) through eight (8) years shall receive 10 days of vacation each year with full pay.
- C. Employees With Nine Through Fifteen Years
Employees who on July 1 of any given year shall have been in continuous employment of the Orchard View School from nine (9) through fifteen (15) years shall receive fifteen (15) day of vacation with full pay.
- | | |
|----------|---------|
| 16 years | 16 days |
| 17 years | 17 days |
| 18 years | 18 days |
| 19 years | 19 days |
| 20 years | 20 days |
- D. Employees Who Work Less Than Four (4) Hours Per Day
Employees who work less than four (4) hours per day and on the payroll more than six (6) months shall be granted eight (8) days of vacation each year with full pay at their scheduled daily hours worked, except bus drivers who worked less than four (4) hours and were employed prior to August 31, 1987 shall receive ten (10) days per year.
- E. Vacation Schedules
The principal and superintendent or his designee shall be responsible for planning vacation schedules. Vacations shall normally be planned during the summer, however, custodial/maintenance employees may take vacation days during the Christmas and Spring break periods and other times subject to administrative approval. All interested employees should request Christmas and Spring vacations in writing at least two (2) weeks prior to the date of the time requested. Bus drivers are not eligible to use vacation during the school year but shall receive payment for vacation days at the conclusion of each work year in June, unless approved for use during the Christmas and spring recess periods.
- F. Vacation Time
Vacation time shall be taken after school closes in June and prior to opening of school in September. Unused vacation time may not be carried over into future years, unless approved in writing by the superintendent or his designee, for specific and unusual cause, except as provided in E above. Bus drivers are not eligible to use vacation during the school year but shall receive payment for vacation days at the conclusion of each work year in June, unless approved for use during the Christmas and spring recess periods.
- G. Termination of Employment
An employee who terminates his/her employment in the course of the year will be entitled to his/her accumulated vacation benefit, only if he/she has been employed by the schools for one full year and has given not less than two weeks notice of the termination of employment.

ARTICLE XV

PAID HOLIDAYS

A. The following days which fall within the scheduled work year of the employee shall be recognized as holidays with pay:

1. Day Before New Year's Day
2. New Years Day
3. *Good Friday - 1/2 work day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving Day
9. Day before Christmas Day
10. Christmas Day

*This holiday does not apply to bus drivers.

When any of these days fall on Sunday, the following day shall be described as the holiday. When Christmas and New Years fall on a Sunday or Monday, the preceding Friday is a day off, if school is not in session on that Friday. When any of these days fall on Saturday, the following Monday shall be declared as a day off with pay only if school is not in session on that day.

No other vacation holiday will be allowed except on written notice from the superintendent of schools or his designee.

ARTICLE XVI

CHANGE OF POSITION

A. Any employee changed from one employment classification to another shall receive the salary of the new classification at the time the change is made, except when such a change is for a temporary period.

B. Salary on Temporary Assignment to Higher Classification

Employees who are assigned to positions of higher classifications for a period of more than one (1) week shall be paid the wages of the higher classification after the one (1) week period provided that employees who have had the equivalent of one (1) week training on any job shall receive wages of high classification at the time they are assigned to the position.

C. In the event a regular driver is expected to be absent for more than thirty (30) calendar days, his/her route shall be posted as a temporary vacancy and shall be filled according to the procedures set forth in Article VIII, Work Load and Assignment, Section D-1, 2. When the driver returns from his/her leave of absence, all drivers shall return to their regular assignment.

ARTICLE XVII

VACANCIES, PROMOTIONS, QUALIFICATIONS AND TRANSFERS

- A. The Board recognized that it is desirable in making assignments to consider the interest and aspirations of its employees. All changes in assignments will be based on seniority and qualifications for the employee.
- B. When a vacancy exists in any position, members of the bargaining unit shall be notified by a bulletin posted in each building with a copy of same to the Association. Interested employees shall apply in writing within five (5) working days. For purposes of this Agreement, a vacancy shall mean a bargaining unit position that is unfilled because it was newly created by the Board of Education and represented an increase in total bargaining unit positions or because it was vacated for whatever reason by a member of the bargaining unit.
- C. Qualifications for assignment to the following positions shall be as listed:
1. Head Custodian/Maintenance
Including but not limited to:
 - (a) Working knowledge of and demonstrated ability to satisfactorily perform general custodial/maintenance duties, make minor repairs and adjustments necessary to maintain heating, mechanical, electrical plumbing other similar-type functions in the building to which he/she is or will be assigned.
 - (b) "Fully satisfactory" evaluation ratings as outlined in Article V, G for at least 2 years immediately prior to the scheduled employment date in such position.
 - (c) A satisfactory record of attendance and punctuality (excluding absences caused by approved illnesses or others beyond his/her control) in the district for at least two (2) years immediately prior to the scheduled employment date in such position.
 - (d) The demonstrated ability to organize, plan and assist other service employees, both regular and temporary, in such ways as to better ensure and facilitate the satisfactory performance of their assigned duties.

- (aa) Selection Process For Custodian/Maintenance
Due consideration and preference shall be given to qualified* members in the bargaining unit who apply for the position of head custodian/maintenance. However, the Board retains the right to employ the applicant from within or outside the bargaining unit who has the better qualifications.

*As outlined in C: 1: a.b.c.d. above and, if a bargaining unit member, as provisions of Article V of this Agreement.

2. Groundskeeper

Including but not limited to:

- (a) Evidence of adequate knowledge in horticultural areas, or two years experience in gardening and grounds care.
- (b) Must be able to care for school grounds.
- (c) Must be able to seed and fertilize, if needed.
- (d) Must be able to plant, seed, bulb, tree seedlings and shrubbery so that resulting growth will produce attractive appearance.
- (e) Must be able to prune trees and trim hedges to promote growth and improve appearance.
- (f) Must be able to mow lawn with hand or power mower.
- (g) Must be able to maintain football and baseball fields.
- (h) Must be able to line football and baseball fields.
- (i) Must be able to repair and connect sprinkling equipment and water lawn and flower beds.
- (j) Must be able to adjust and make minor repair on such equipment as lawnmowers and tractors.
- (k) Must be able to operate tractors.
- (l) Must be able to plow snow with tractor and pick-up truck whenever it is necessary regardless of time.
- (m) Must be able to shovel snow from sidewalks and driveways and spread sand, salt to prevent slipping.

- (n) Must be able to collect and dispose of garbage, leaves and refuse.
- (o) Such other pertinent qualifications as may be established by the Board.

3. Bus Drivers

Including but not limited to:

- (a) Must possess a valid chauffeur's license with a class three endorsement.
- (b) Must meet any training and/or certification requirements.
- (c) Must be able to operate a school bus according to the requirements of state law and the employer for safety and efficiency.
- (d) Must be able to maintain the interior of the bus according to standards established by the employer.
- (e) Must be able to conduct safety and maintenance inspections of the bus.

4. Bus Mechanic

Including but not limited to:

- (a) Evidence of demonstrated success in performance of a wide variety of tasks requiring an understanding of and proficiency at bus and automotive mechanical repair.
- (b) A minimum of two verified references, with additional being required, if necessary.
- (c) Must be able to establish an effective system or routine bus maintenance and preventive care.
- (d) Must be able to plow snow.
- (e) Must be able to lubricate and change oil (including all filters) automatic transmission fluid and filter replacement.
- (f) Must be able to tune-up engines.
- (g) Must be able to do minor electrical repair.
- (h) Must be able to repair glass breakage.
- (i) Must be available for road service calls.

(j) Holder of valid State approved license(3) and/or certificates as required by law and the Employer.

(k) Must be able to work with and relate well with others.

5. Food Service Manager/Cook

Including but not limited to:

Ability to meet the duties and responsibilities of the job description.

6. First Cook

Including but not limited to:

(a) Skillful in menu planning food preparation and coordinating food preparation.

(b) Able to keep accurate records.

(c) Do proper ordering

(d) Handle money

(e) Get along with people.

7. Second Cook

Including but not limited to:

(a) Ability and willingness to learn the job of the first cook.

(b) Ability to assume the job of the first cook on a temporary basis.

(c) Get along with people.

8. Food Service Worker

Including but not limited to:

(a) Dependable

(b) Ability and willingness to learn

(c) Punctual

- D. Involuntary transfer shall occur only for just and reasonable cause based on the reduction in the work force or some other extraordinary reason.
1. In the event of involuntary transfer connected with the reduction personnel, the least senior employee will be transferred if the least senior is qualified to perform the work.
 2. Involuntary transfer not related to reduction of personnel shall be based on cause and shall be handled on a case by case basis by the employer.
- E. Employees shall be limited to one change in position within his/her classification each six month period, except for an opportunity to change work shift.
- F. An employee awarded a change in position shall serve a thirty (30) day trial period in the new position. During the trial period the employee may decide to return to his/her former position or the supervisor may return the employee to his/her position for stated reasons which are not arbitrary or capricious.

ARTICLE XVIII

REDUCTION IN PERSONNEL AND RECALL

- A. When due to a necessary reduction in program(s)/operations thereby necessitating a reduction in personnel, a two (2) week notice of layoff will be given the affected person. The affected employee will be the one with the least amount of seniority in that particular classification. The classifications are as follows: Head Custodian/maintenance, groundsman, custodian, bus mechanic, bus drivers, food service and others. In the event of such necessary reduction in the work force, the Employer shall first layoff probationary and/or temporary employees within the classification being reduced and then the least senior bargaining unit member(s) within the classification being reduced.
- B. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly created position.
- C. For the purpose of this Article there shall be three (3) groups of classifications. One group shall contain head custodian/maintenance, grounds man, custodian, bus mechanic and others. Another group shall consist of all food service employees in the bargaining unit. Another group shall consist of all bus drivers.
- D. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position only in a classification within their respective group, provided they are qualified and which is held by a less senior bargaining unit member. In order to replace a head custodian/maintenance, groundsman/maintenance, bus mechanic or first cook, the laid off employee must fulfill the qualifications in Article XVII concerning bus mechanic, groundsman, head custodian, and first cook.
- E. Any bargaining unit member who has served more than ninety (90) working days in a classification shall be deemed qualified* for any position in that classification.
- F. Any employee on layoff shall be recalled in inverse order of layoff provided the employee is qualified* for the position.

- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the five (5) day period. Bargaining unit members recalled to full-time work for which they are qualified* are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified* shall forfeit his/her seniority rights. Bargaining unit members on layoff shall not lose any seniority previously gained, but shall not accrue seniority during the period of such layoff.
- H. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list and for temporary work according to his/her seniority. Laid off bargaining unit members may continue their fringe benefits by timely paying the regular monthly per subscriber group rate premium for each such benefit to the Employer, during which time all fringe benefits for which premium payments are timely received will be continued by the Employer.

*As per Article XIX, but excluding head custodian/maintenance which shall be determined as per Article XVII:C.

ARTICLE XIX

SENIORITY

- A. Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations.
- B. Part-time employees shall accrue seniority on a pro rata basis.
- C. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- D. For purposes of this Agreement, all bargaining unit members shall be placed in one or more of the following classifications based on their current assignments:
 - 1. Head Custodian/Maintenance
 - 2. Custodian
 - 3. Maintenance
 - 4. Bus Mechanic
 - 5. Groundskeeper
 - 6. Grounds/Maintenance
 - 7. Food Service Manager/Cook
 - 8. First Cook
 - 9. Second Cook
 - 10. Food Service Worker
 - 11. Bus Drivers
 - 12. Others as mutually agreed.
- E. The Employer shall prepare and maintain the seniority list with revisions and updates prepared annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association no later than the end of the first week in October each year of this Agreement.

- F. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a nonbargaining unit position.
- G. Except where prohibited by law or regulation, all bargaining unit members shall receive seniority rights as provided in this Agreement.

ARTICLE XX

LEAVE OF ABSENCE

A. Reasons for Which Leave May be Granted:

Leave of Absence may be granted for conditions of ill health, disability, military service, or for other reasons approved by the Board of Education. No employee, however, shall be granted leave of absence to seek employment elsewhere. Seniority shall be retained during leave of absence. Leave beyond one year, seniority and salary will not increase. To be eligible for a leave of absence, and employee shall have satisfactorily completed his/her probationary period.

B. Request for Leave Must Be Submitted in Writing

To obtain a leave of absence for any reason, an employee must file a request in writing with the superintendent or his designee stating the reason for the request in detail. Leave may be granted only upon approval of the Board of Education.

C. Return from Leave

An employee on leave shall be entitled to return to service in the position from which he was granted a leave, or if such position has been eliminated, to a position for which his seniority and qualifications* entitles him (position for which his/her seniority and qualifications entitles him).

*As outlined in Recall Section of Reductions in Personnel.

ARTICLE XXI

INJURIES AND EMPLOYEES

- A. Employees of the Board of Education who are injured in the course of employment are subject to provisions of the Workmens Compensation Act, and after report of injury and investigation, payment of compensation shall be made in accordance with the Workmens Compensation Act.
- B. Consistent with or in addition to the requirement of the Compensation Act, employees shall do the following:
1. Report immediately, and in any event as soon as possible, any accident or injury occurring on the premises, or while engaged in services for the Board.
 2. Such reports shall be made to the appropriate supervisor, who shall there upon require the employee to make a written report which shall be forwarded to the office of the superintendent or his designee. In the event the supervisor is not available the report shall be made directly to the office of the superintendent.
 3. Employees receiving compensation under provisions of the Workmens Compensation Act, may receive payment of salary equal to the difference between the amount received under the Workmen's Compensation Act and the amount being received as salary at the time of the accident. For employees hired or accreted to the bargaining unit after July 1, 1987 in order to receive the difference between the amount received under the Workmen's Compensation Act and the amount being received as salary at the time of the accident, those employees will be required to use accumulated sick leave on a prorated basis and will not be considered for such payment without deduction from sick leave.

ARTICLE XXII

ABSENCE OF EMPLOYEES

A. Prior Notice of Absence Required

No employee shall be absent from his/her assignment without prior approval from the principal or his representative, except in cases of emergency in which case the principal or his representative shall be notified of absence as soon as possible.

If an employee is unable to report for work because of illness, the principal or supervisory head shall be notified of absence as soon as possible.

B. Abuse of Leave Privilege

Abuse of leave privileges or failure to report for work without notification to immediate superior will be considered just cause for disciplinary action up to and including dismissal, provided the employee has been afforded due process.

C. The superintendent or his designee shall certify to the legitimacy of claim for absence without loss of salary. In case the claim for absence allowance is based on illness of the employee, the superintendent reserves the right to demand a doctor's statement of verification.

D. No employee shall absent himself from regular duties for causes other than personal illness in immediate family, death in the immediate family, death of a relative, or where obligations warrant, without the permission of the superintendent or his designee. When in the judgement of the superintendent and President of the School Board such approved absence contributes to the general interest of the school system, compensation may be continued on a full time basis.

E. Action on or any reason for absence not stated in this policy is to be left to the discretion and approval by the Board of Education and the superintendent.

ARTICLE XXIII

DUES CHECKOFF

- A. Upon signed authorization of the employee, the employer agrees to deduct Association dues and other assessments, as uniformly levied and officially designated by the Association on the first pay period of each month and shall pay same to the Treasurer of the Association prior to the end of the month.
- B. An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Association will be notified by the employer of the names of such employees following the end of each month in which the termination took place.
- C. All employees following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment, whichever comes later, shall as a condition of employment have deducted from their pay monthly either membership dues of the Association, or representation service fees not to exceed the amount of dues uniformly required of members of the Association.
- D. The Association shall certify to the Board at the beginning of each school year the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board at the beginning of each school year the amount of the monthly representation service fee to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when an employee objects to the proper amount of such deduction, the deduction as certified by the Association shall be placed in an escrow account by the Board until a determination of the proper amount of the deduction has been resolved in the appropriate form.
- E. The Board agrees to advise the Association in writing of all additions, deletions, or change in status of members of the bargaining unit.

F. The Association agrees to indemnify and hold the Board, including each individual school board member and its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability and expense, including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action or legal stance taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article.

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. Section A:

A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. A grievant is defined as an employee, a group of employees, and/or the Association. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary employee, provided such termination or failure is not in violation of procedures outlined here in this Agreement.
2. Any matter not specifically referred to in this agreement for which there is recourse under State or Federal statutes.

B. The Association shall handle grievances when requested by the grievant but the grievant must be present at all meetings. The Board hereby designates as its representative for such purpose the principal in each building and the superintendent of school or his designate when the grievance arises in more than one school building.

C. The term "days" as used herein shall mean scheduled work days.

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

1. It shall be signed.
2. It shall contain a synopsis of the facts giving rise to the alleged violation.
3. It shall cite the section or subsection of this contract alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

E-1: In the event that an employee believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal* or immediate supervisor*, accompanied by his Association Representative, within ten (10) working days of the occurrence or knowledge of the alleged violation. (*A brief notation of the date and subject matter discussed shall be signed and a copy of same provided to both parties.)

E-2: If as result of the informal conference with the building principal/supervisor an alleged grievance still exists, the grievant and his Association Representative shall, within ten (10) days of the informal discussion referred to in E-1 above, file a written grievance with the principal*.

In those instances where the alleged grievance was caused by an administrator in a superior position to the building administrator or other administrator, and/or the alleged grievance involves more than one building in the district, the employee and/or the Association may by-pass Section E-1 and E-2 of this Article and file or informally review the alleged grievance with the superintendent or his designee. (See appropriate procedure in Level E-1 of this Article)

*With copy to appropriate principal/supervisor

However, if the Superintendent or his designee upon reviewing the matter believe the alleged grievance should more appropriately be handled by the previously mentioned principal/supervisor, he may decline to take any action, other than suggesting that the matter be discussed with the principal/supervisor. Should the Superintendent or his designee so decline, however, the grievant and his representative shall be provided with the signed notation as provided for in level E-1 above, and the time limits for such informal review shall then be from the date of the meeting with the Superintendent or his designee.

F. Level Two: Within five (5) days of receipt of the grievance by the designated representative of the Board, he shall meet with the Association in an effort to resolve the grievance. If the parties cannot agree, the grievance shall be promptly transmitted to the superintendent who shall have five (5) days hereafter to approve or disapprove it. If the grievance is transmitted directly to the superintendent, he shall have ten (10) days from receipt to approve or disapprove it. If the grievance shall be denied by the superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the Secretary of Board, with a statement of reasons why it is being disapproved.

G. Level Three: Within fifteen (15) days from receipt of the grievance, the Board shall initiate action. The Board may hold a hearing thereon, may investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided however, that in no event, except with the express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board.

H. In the event the answer by the Board is not satisfactory to the Association then within fifteen (15) working days following the date of receipt of the Board's answer the Association only, and not an individual employee, may file a demand for arbitration of the dispute to the American Arbitration Association with a copy of the demand delivered to the Superintendent all pursuant to the following rules and conditions.

1. The grievance shall relate solely to the application and interpretation of the terms and conditions of the Collective Bargaining Agreement.
2. The arbitrator shall have no authority to add to, subtract from modify, change, alter or amend the terms and conditions of the Agreement and he/she shall have no authority to hear or rule upon any of the following:
 - (a) Any matter involving the Board's discretion in the expenditure of sums for capital outlay.
 - (b) The fixing or establishment of any salary schedule.
 - (c) The termination of or decision not to re-employ or decision to continue on probation any probationary employee, except for such reasons as provided in A-1 of this Article.
 - (d) Evaluation of employee, unless it is a claim of failure to follow established procedures.
3. The decision of the arbitrator shall be final and binding.

4. Upon receiving a list of arbitrators from the American Association, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the arbitrator shall be selected according to the rules of the American Arbitration Association. The parties shall be bound by the rules of the American Arbitration Association.
5. Only one grievance shall be heard by an arbitrator at any one appointment.
6. The costs and expenses of the arbitrator shall be shared equally by the parties.
7. Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Board's last answer.

ARTICLE XXV

SICK LEAVE

- A. An employee employed for the calendar year shall be granted full salary to the extent of twelve (12) days each year for absence due as detailed below. An employee employed for the school year shall be granted full salary to the extent of ten (10) days each year for absence due as detailed below. Proportionate allowance shall be made for new employees employed for a portion of the year.
- B. The unused portion of the sick leave at the end of any year shall be credited to the following year without limit. Sick leave shall be used and accrued at the number of hours worked on a daily scheduled basis when granted.
- C. The purposes for which such sick leave may be used are as follows:
 - 1. Illness or disability of the individual
 - 2. Death of a relative or death where obligation warrant shall be granted without loss of salary.
 - 3. Illness or disability in the home.
 - 4. Absence by exposure to contagious diseases.
- D. Each employee shall receive written notification of his/her accumulated sick leave no later than June 30th of each year.

ARTICLE XXVI

LEAVE BECAUSE OF DEATH IN IMMEDIATE FAMILY

- A. Up to five (5) days off for death in the family not deducted from sick leave for the following members of the employee's family in or out of his/her home: husband, wife, son, daughter, mother, father,
- B. The number of days taken, up to five (5) for the death of employee's brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, shall be determined by mutual agreement of the employee and the building administrator. In determining the number of days needed consideration will be given to the closeness of the relationship, physical distance of the funeral (i.e., out of state, etc.), and employee responsibilities resulting from the death (i.e., executor of the estate, care of minor children, etc.). The days shall not be deducted from sick leave.
- C. One (1) day, not deducted from sick leave shall be granted for the death of an aunt or uncle.

ARTICLE XXVII
INSURANCE COVERAGE

The Employer shall provide to each employee working at least six (6) hours per day during the school and/or calendar year the following MESSA-PAK for a full twelve (12) month period for the employee and his/her eligible dependents as defined by MESSA. The Employer shall sign an Employer participation agreement.

Employees working at least six (6) hours each work day during the school and/or calendar work year not electing MESSA-PAK Plan A will select MESSA-PAK Plan B. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

PAK A

PLAN A For employees needing health insurance

SUPER MED 2 (With MC)	(SUPER CARE 2)
Long Term Disability	66 2/3% Plan II 90 calendar day modified fill \$2,500 maximum Social Security Freeze Acl/drug and men/nerv same as any other illness COLA
Delta Dental Plan (With COB)	E/007 (80/80/80/:\$1,300)
Negotiated Life	\$30,000 AD&D and WOP
Vision (With COB)	VSP - 3

PAK B

PLAN B For employees not needing health insurance

Delta Dental Plan (With COB)	E/007 (80/80/80/:\$1,300)
Negotiated Life	\$30,000 AD&D and WOP
Vision (with COB)	VSP - 3
Long Term Disability	66 2/3% same as Plan A
RX	\$.50 Co-payment prescription card

Additionally, those selecting Plan B may apply \$95.00 toward MESSA/MEFSA options.

For each employee working at least four (4) hours but not as many as six (6) hours each work day during the school and or calendar work year, the Employer will provide payment of premiums, not to exceed two hundred twenty-five dollars per month (\$225.00), for a full twelve (12) month period, toward the Plan A coverage described below:

Plan A. MESSA Super Med with MESSA Care Rider
 Delta Dental Plan E
 Vision Plan VSP 2
 Term Life \$10,000

Any increase in the cost of the plan/shall be shared between the Employer and the employee participant according to the proportionate share of the premium paid by each for Plan A during 1987-88.

Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted. Optional benefit plans may be made available by mutual agreement of the Association and the Employer for choice by the employees who do not choose to participate in Plan A.

In the event the employee is terminated, resigns during the school year, or dies, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of the termination.

For those bus driver employees not electing health insurance the Employer shall make payment toward MESSA or MEFSA tax exempt options of an amount equal to forty (40) cents per hour worked on his/her regular route.

ARTICLE XXVIII

PERSONAL LEAVE

- A. At the beginning of every school year, each employee working four (4) hours or more per day shall be credited with two (2) days to be used for the employees personal business. A personal business day(s) may not be used for recreation or extended vacation. (May not be used for any reason on the day before or after a vacation.) Any employee planning to use a personal leave day(s) shall notify the superintendent and/or his designee at least two (2) days in advance, except in cases of emergency and will explain both in person and writing (signed) the need for the personal leave day(s). Such time, if not used will accumulate as sick leave.

ARTICLE XXIX

WORKING CONDITIONS

- A. The employer will make every effort to maintain a safe working environment. The employees will bring hazardous or unsafe conditions to the attention of the employer. Where hazardous conditions exist that present an extreme threat to the employee, the employee shall not be forced to perform the work until the hazard subsides. The transportation supervisor and the superintendent shall make the final decision regarding weather conditions and/or the conditions of buses, roads or other concerns raised as to whether a bus driver will drive their route or trip as assigned.
- B. Those employees not 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, epidemic, mechanical break downs or health conditions as defined by the 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. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days.
- C. The work year for Food Service Employee shall provide a minimum of 178 days of work at the employee's scheduled daily hours. Scheduled daily hours may be combined for a longer work day on any day and shall be exempt from the overtime rates on that day.
- D. Bus drivers shall not be responsible for calling substitute drivers.

ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1987, and shall continue in effect through the 30th day of June 1990.

ORCHARD VIEW BOARD OF EDUCATION

By: Morgan Tatro
President
Carol Ann Cheney
Secretary

ORCHARD VIEW MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION (OV-MESPA)

By: Larry Stott
President
Mary Nuyens
Secretary

ORCHARD VIEW SCHOOLS

Employee Evaluation Form

Custodial-Maintenance/Food Service/Bus Drivers

Name _____ Work Site _____

Position _____ Date of Conference _____

Date of Evaluation _____

Evaluator _____

Indicators of Performance for Evaluation Items Below:

- 1. Exceeds Expectations
- 2. Meets Expectations
- 3. Improvement Needed
- 4. Not Applicable
- 5. No Opinion
- 6. No Observation or information on which to base opinion

- | | | | | | | |
|--|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
|--|---|---|---|---|---|---|
1. JOB KNOWLEDGE - Consider overall knowledge of duties responsibilities as required for current job or position.
 2. PRODUCTIVITY - Evaluate amount of work generated and completed successfully as compared to amount of work expected for this job or position.
 3. INITIATIVE - Self motivation - Consider amount of direction required - seeks improved methods and techniques - consistence in trying to do better.
 4. USE OF TIME - Uses available time wisely - accomplishes required work on or ahead of schedule.
 5. DEPENDABLE - Is dependable and assumes responsibility in and carrying out decisions.
 6. WORK HABITS - Good attendance, very punctual to work.
 7. PLANNING - Sets realistic objectives - anticipates and prepares for future requirements - establishes logical priorities.
 8. FOLLOW UP - Maintains control of workloads - allocates resources economically - insures that assignments are completed accurately and timely.
 9. HUMAN RELATIONS - Establishes and maintains cordial work climate - promotes harmony and enthusiasm - displays sincere interest in assisting other employees.

10. LEADERSHIP - Sets high standards - provides good example - encourage others to perform efficiently - communicates effectively.

11. GROWTH AND DEVELOPMENT - Demonstrates enthusiasm for upgrading and improving personal work skills - participates eagerly in training programs.

12. OTHER RELEVANT CRITERIA _____

13. OTHER RELEVANT CRITERIA _____

14. OTHER RELEVANT CRITERIA _____

Considering all factors, the work performance of this bargaining unit member is:

- (Check one) _____ Fully satisfactory
- _____ Satisfactory
- _____ Needs improvement
- _____ Unsatisfactory

Supervisor's Comments:

Employee's Comments:

Supervisor's Signature _____ Date _____

Employee's Signature _____ Date _____

NOTE: Employee's signature does not necessarily constitute agreement with the contents of this evaluation.

ORCHARD VIEW GRIEVANCE FORM

Grievance number _____

Date Grievance Filed: _____

School Building(s) _____

Subject to the provisions of the Master Agreement, I hereby authorize the Association Grievance Committee to process and settle this grievance.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Signature of Association's Designated Representative

Date: _____

Signature of Grievant (use separate sheet for additional signatures if more than one grievant)

PRINCIPAL'S DISPOSITION:

Date of Receipt: _____

Granted _____ Denied _____

Date: _____

Comment:

Signature of Principal

ASSOCIATION'S DISPOSITION:

Date: _____

Satisfactory _____

Unsatisfactory _____

Signature of Association's Designated Representative

SUPERINTENDENT'S DISPOSITION:

Date of Receipt: _____

Granted _____ Denied _____

Date: _____

Comment:

Signature of Superintendent

ASSOCIATION'S DISPOSITION:

Date: _____

Satisfactory _____

Unsatisfactory _____

Signature of Association's
Designated Representative

BOARD'S DISPOSITION:

Date of Receipt: _____

Granted _____ Denied _____

Date: _____

Comment:

Signature of Board Representative

