

6/30/88

Pickford ESP

A MASTER AGREEMENT  
BETWEEN THE  
PICKFORD EDUCATION SUPPORT  
PERSONNEL ASSOCIATION  
AND THE  
PICKFORD BOARD OF EDUCATION  
FOR THE SCHOOL YEARS  
1986-1987  
1987-1988

Pickford Public Schools

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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DIVERSITY

TABLE OF CONTENTS

ARTICLE I	AGREEMENT
ARTICLE II	PURPOSE
ARTICLE III	RECOGNITION
ARTICLE IV	EXTENT OF AGREEMENT
ARTICLE V	EMPLOYEE EVALUATION
ARTICLE VI	GRIEVANCE PROCEDURE
ARTICLE VII	BOARD RIGHTS
ARTICLE VIII	UNION RIGHTS
ARTICLE IX	DUES CHECK OFF
ARTICLE X	EMPLOYER RIGHTS AND PROTECTION
ARTICLE XI	WORK YEAR, WORK WEEK, AND WORK DAY
ARTICLE XII	WORKING CONDITIONS
ARTICLE XIII	EMPLOYMENT STATUS DEFINED
ARTICLE XIV	VACANCIES, PROMOTIONS, AND TRANSFERS
ARTICLE XV	SENIORITY
ARTICLE XVI	REDUCTION IN PERSONNEL
ARTICLE XVII	WORK DUTIES AND COMPENSATION
ARTICLE XVIII	RETIREMENT
ARTICLE XIX	VACATIONS
ARTICLE XX	HOLIDAYS
ARTICLE XXI	PAID LEAVE
ARTICLE XXII	UNPAID LEAVE
ARTICLE XXIII	SAVINGS CLAUSE
ARTICLE XXIV	NEGOTIATION PROCEDURES
ARTICLE XXV	INSURANCE PROTECTION
ARTICLE XXVI	DURATION OF AGREEMENT
ARTICLE XXVII	CERTIFICATE OF RATIFICATION
SCHEDULE A	SALARY SCHEDULE

ARTICLE I

AGREEMENT

This Agreement is entered into effective July 1, 1986 by and between the Pickford Board of Education, hereinafter called the "Employer" and the Michigan Educational Support Personnel Association, hereinafter called "MESPA" or "The Union," through its local affiliate, the Pickford Educational Support Personnel Association.



## ARTICLE II

### PURPOSE

- A. The Board and the Union have a statutory obligation, pursuant to Act 379 of the Michigan Public Employment Act of 1965 to bargain with respect to rates of pay, wages, hours of employment and other conditions of employment. The parties, following negotiations, have reached certain understandings and it is agreed as follows.
- B. The provisions of this agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule, or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE III

RECOGNITION

- A. The Board hereby recognizes the Pickford Michigan Educational Support Personnel Association as the sole and exclusive bargaining representative for all full time and regular part time secretaries, custodians, maintenance personnel, cafeteria staff, aides, and bus drivers, but excluding supervisors, Title I aides, health nurse, and all other employees employed or to be employed by the Pickford Board of Education.
- B. The term "employee" when used in this Agreement shall refer to all employees represented by the Union in the bargaining unit described above. Reference to gender in this Agreement shall mean both male and female.

## ARTICLE IV

### EXTENT OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Employer and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

ARTICLE V

EMPLOYEE EVALUATION

- A. Each employee will be evaluated at least once every two (2) years. Each probationary employee will be evaluated at least once during his probationary period.
- B. All evaluations must be discussed with the employee before they are submitted to the Superintendent and shall bear the signatures of the evaluator and the employee. Employees will be provided the opportunity to discuss their evaluation with the supervisor who prepared it. An employee's signature on the evaluation will not constitute approval of the evaluation, but indicate the employee is familiar with it. If the employee does not agree with the evaluation, he may attach a written response to the evaluation.
- C. A copy of the written evaluation shall be submitted to the employee at the time of their personal interview.
- D. In the event of an unsatisfactory evaluation, the employee may request reevaluation, within ten (10) days, by a different evaluator.

## ARTICLE VI

### GRIEVANCE PROCEDURE

- A. A grievance shall be defined to be a misinterpretation or application resulting in an alleged violation of the terms and conditions of this Agreement. 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.
  2. Any matter not referred to in this Agreement for which there is recourse under State or Federal statutes.
  3. Employee Evaluation.
- B. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. The Board hereby designates the immediate supervisor to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean employees work day.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
  2. It shall contain the facts giving rise to the alleged violation;
  3. It shall cite the section or subsections 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.
- Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- E. Level One - Any employee alleging a violation of the provisions of this Agreement shall within five (5) days of its alleged occurrence orally discuss the grievance with the immediate supervisor in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of same to the grievant, Association secretary, the immediate supervisor in which the grievance arose, and place a copy of same in a permanent file in his office. If no decision is rendered within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the officer of the Board in charge of drawing up agenda for the Board's next regularly scheduled Board meeting.

ARTICLE VI- Con't.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the employee or his Association representative an opportunity to be heard at the next regularly scheduled meeting of the Board. Within ten (10) days of the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate 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 one (1) month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the immediate supervisor, the grievant, and the secretary of the Association.

Level Four - If the decision of the Board is unsatisfactory to the Association, it may, within ten (10) days of receipt of the Board's Level Three answer, request factfinding concerning the grievance. A factfinding panel consisting of one (1) Association representative, one (1) representative appointed by the Board, and a third party chosen by the mutual agreement of the parties, shall convene. If mutual agreement cannot be arrived at by parties (1) and (2) above, then a neutral third party will be assigned by the rules developed by the American Arbitration Association. Neither party shall have any power to select or affect the selection of the other party's panel representative. The parties are responsible for their own costs, however, the costs of the Factfinder shall be shared equally by the parties. The Board and the Association will be bound by the decision of this panel.

- F. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- G. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- H. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations, unless approved by the immediate supervisor.

## ARTICLE VIII

### UNION RIGHTS

Section A: Bulletin board space shall be made available by the Board, in the school lounge, for posting of such notices as:

1. Recreational and social activities of the Union
2. Union meetings
3. Union elections
4. Reports to the Union Membership

It shall be clearly understood that the use of the bulletin board shall not be used for posting or transmitting materials of a political nature, supporting a political party or candidate, or a political issue..

Section B: Union employees shall be permitted to use school equipment including typewriters, mimeographing machines, other duplicating equipment, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use at school. Available supplies may be purchased by the Union at cost. No equipment shall be removed from the site without prior permission of the Board or its designee. The Union shall pay for all reasonable cost to the district for any repairs or damage caused by Union use of such equipment. The use of school facilities for Union meetings is also permitted provided it does not interfere with other activities.

Section C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section D: The Board agrees to provide the Union in response to written requests, available information which is necessary and pertinent to collective bargaining and/or handling of a grievance. The Union may have copies of this data by paying the district the reasonable cost of producing the copies. However, the Board is under no obligation to prepare studies, reports or surveys for the Association.

Section E: The Board will make payroll deduction upon receipt of written authorization from the employee for the following and any other programs jointly approved by the Union and the Board:

1. Union dues
2. Credit Union
3. Tax Sheltered Annuities
4. Other deductions mutually agreed upon by the Union and the Board

Section F. Employees may be accompanied by an Association Representative or in the absence of a regular Steward, by an Alternate Steward. This representation shall apply to grievance proceedings, disciplinary actions or evaluations at the request of the employee.

ARTICLE VIII (Continued)

SECTION G: The right of contracting or subcontracting is vested solely in the Board. The right to contract or subcontract will not be used to undermine the Union nor to discriminate against any of its members, nor will the use of contracting or subcontracting result in the reduction of the present work force or work hours that are now in effect.

SECTION H: The employer shall provide, at no cost to the Union, 2 days per year, of released time for the handling of Union business as deemed appropriate by the Union president. This time shall be used by the president or secretary of the Union and 48 hour notice of use given to the employer.



ARTICLE IX

DUES CHECK OFF

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- A. Any employee who is a member of the Association, and who has applied for membership may sign and deliver to the Board a written assignment authorizing deduction of dues for the Association. Pursuant to such authorization, the Board will deduct from the employee's regular paycheck that amount so authorized by the employee and remit such dues to the Association on a 10 month basis (Sept. - June).
  - B. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken, or not taken, by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.
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## ARTICLE X

### EMPLOYEE RIGHTS AND PROTECTION

- Section A:** "Pursuant to the Michigan Employment Relations Act, the Board agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, the employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any activity of the Union or any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment." Likewise the Association agrees not to discriminate against any bargaining unit members.
- Section B:**
1. An employee may, upon request, review the contents of his personal file. A representative of the Association may accompany the employee in this review. The employee may, within twenty (20) days following the review, submit a written statement to be attached to the material in question.
  2. No material will be placed in an employee's personnel file, originating after initial employment, unless a copy of the material has been given to the employee. Any complaint directed towards an employee shall be promptly called to the employee's attention if considered seriously by the Superintendent, if written into the employee's file, or if used for reprimanding an employee.
- Section C:** No employee shall be disciplined, suspended or discharged without just cause. Upon request, an employee shall be entitled to have present a union representative.
- Section D:** Any case of criminal assault on an employee by a student shall be promptly reported to the Board or its designee. Time spent in connection with court proceedings by an employee in connection with the incident shall not be charged against the employee provided the employee is not judged the guilty party in the incident by the court.

ARTICLE XI

WORK YEAR, WORK WEEK, AND WEEK DAY

Section A: The normal scheduled work week will be Monday through Saturday.

No one will normally be scheduled to work for more than 5 days in this time period.

Section B: Time and one-half will be paid for all hours worked in excess of forty hours in one work week.

Section C: Any employee who works seven or more hours per day (except bus drivers) shall receive a paid lunch period of thirty minutes per day scheduled by the immediate supervisor. This lunch period shall be duty free, but the parties recognize that infrequent interruptions may occur.

Section D: Each employee who works eight (8) hours per day with the exception of bus drivers, shall receive one fifteen minute rest period during the first half of the work day and one fifteen minute rest period during the second half of the work day. Each employee covered by this Agreement who works four or more hours per day shall receive one fifteen minute rest period per day.

Section E: Overtime shall be divided among employees within each department. Advance notice of overtime will be given to the affected employee whenever possible.

Section F: The Board agrees to work employees only within their own classification, unless otherwise mutually agreed to in writing by the affected employee and the supervisor.

Section G: When school is closed due to an "Act of God" employees will receive full pay for the day, but must report for work if so requested by the school administration, on an emergency basis only, as determined by the Superintendent.

## ARTICLE XII

### WORKING CONDITIONS

- SECTION A: Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health.
- SECTION B: The employer shall provide rest areas, lounges, and rest-rooms for employee use provided this is not grieved by the other bargaining units.
- SECTION C: The employer will support and assist employees with respect to the maintenance of control and discipline of students in the employee's work area.
- SECTION D: No employee shall be required to dispense or administer medication.
- SECTION E: The employer will reimburse a bus driver the difference between an operator license and a chauffeur license.
- SECTION F: An employee who is required to use their personal vehicle on approved school business will be reimbursed at the prevailing rate per mile.
- SECTION G: A bus driver will be compensated at the prevailing minimum wage rate for each hour of attendance at bus driving training school that is required to maintain their certification.
- SECTION H: When possible a substitute may be hired for an absent employee.
- SECTION I: Regular bus drivers shall have priority in choosing trips over any other paid driver.
- SECTION J: Employees may use such physical force as is necessary to protect him/herself.
- SECTION K: The noon hour supervision of the school's playground shall be covered by two aides. For the safety and well being of the students, the district agrees not to deviate from this standard.

ARTICLE XIII

EMPLOYMENT STATUS DEFINED

The Employer and Union recognize three categories of employees.

1. Full-time: An employee who is employed at least thirty two (32) hours per week or twelve (12) months.
2. Part-time: An employee who is employed less than thirty two (32) hours per week
  - A. More than 20 hours per week including bus drivers.
  - B. Employed less than 20 hours per week.
3. Probationary: An employee who is employed to fill a full or part-time position for a trial period of forty five (45) days.

## ARTICLE XIV

### VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined as any bargaining unit position newly created or not currently filled. Any bargaining unit member may apply for a posted vacancy. The posting will include:
- Type of work
  - Location of work
  - Starting date
  - Rate of pay
  - Hours to be worked
  - Job description
  - Minimum requirements
- B. All vacancies shall be posted on the lounge bulletin board in the district for a period of five (5) working days. Interested employees may apply in writing to the superintendent or designee within the five (5) day posting period. The employer shall notify the employees of vacancies occurring during the summer months (June, July, August) by sending notice to each employee by U.S. Mail, provided that the employee has submitted a written request to the Board indicating an interest in that classification by the end of the school year. Such notice shall be submitted to each employee whose request for a position is on file at the Board Office.
- C. All vacancies will be filled on the basis of qualifications and seniority. All vacancies will be posted in accordance with Section A. Preference shall be given to qualified applicants from within the bargaining unit and seniority will be the weighing factor in filling of any vacancy for which the applicants meet the minimum requirements.
- D. Bargaining unit members desiring transfer to another job classification may put in writing their interest, their qualifications, and the reasons for transfer. The Board agrees to consider any such request, but is under no obligation to comply.
- E. Employees transferred to a different classification or different position shall retain their same rate for a period of thirty (30) days as a trial period. Effective with the satisfactory completion of the trial period the employee shall be compensated at the rate for the new classification including the thirty (30) day trial period. Any employee involuntarily transferred from their classification to another classification with the bargaining unit, shall be paid either their present rate or the rate of the position to which the employee is transferred, whichever is higher.

Under no circumstances shall any employee's hours of employment be reduced due to involuntary transfer.

ARTICLE XIV (Continued)

F. Temporary Vacancies

1. Temporary vacancies will be posted if the vacancy is expected to extend beyond three (3) weeks. The posting will include:
    - a. Type of work
    - b. Location of work
    - c. Starting date
    - d. Rate of pay
    - e. Hours to be worked
    - f. Job description
    - g. Minimum requirements
    - h. Expected duration of the assignment
  2. Interested employees may apply in writing within five (5) working days of the date of posting.
  3. Vacancies shall be filled with the most senior and qualified applicant. An employee who meets the posted minimum requirements shall be deemed qualified for that position.
  4. Upon expiration of the temporary position, the employee shall be returned to his/her former position.
- G. The employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association/Union.
- H. The parties agree that involuntary transfers are to be minimized and avoided whenever possible.

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ARTICLE XV

SENIORITY

Section A: A newly hired employee shall be on probationary status for forty-five (45) working days, taken from and including the first day of employment.

Probationary employees who are absent on scheduled work days or who serve their probationary period during the nonschool session period in which their job is not operative, shall work additional days equal to the number of days that the employee was absent or equal to the number of days the job was not operative and such employee shall not have completed their probationary period until these additional days have been worked.

Section B: Upon satisfactory completion of the probationary period the employee's seniority will be retroactive back to the date of hire. Part time employees shall accrue seniority on a pro-rated basis.

Section C: An updated seniority list shall be furnished to the union representative on or before October 1st of each year. Such list will contain (1) Employee's name, (2) date of hire, (3) classification, (4) seniority in classification(s). Seniority in classification shall be as of the date of entry into the classification.

Section D: Those employees who are funded under special State or Federal programs are subject to the conditions of that specific program in regard to their employment status.

Section E: An employee will lose their seniority for the following reasons:

1. The employee resigns;
2. The employee is discharged;
3. The employee is laid off for a period of 1 year;
4. The employee is absent for 3 consecutive working days without properly notifying the Board;
5. An employee is laid off, fails to notify the Board of their intent to return to work within three working days from the date that the employee received notification that they are to return to work;
6. The employee retires.



ARTICLE XVII  
WORKING DUTIES AND COMPENSATION

Section A: The basic compensation of each employee shall be set forth in Sechedule A. There shall be no deviation from said compensation rates during the life of this agreement.

Section B: Time and one-half will be paid for all hours in excess of forty hours in one work week.

Section C: Double time will be paid for all hours worked on Sundays and Holidays.

Section D: At the option of the Superintendent, he may grant compensatory time off equivalent to the extra hours worked. This compensatory time is in lieu of receiving overtime pay. Compensatory time may accrue up to a maximum of 25 hours then overtime compensation will be paid to the employee.

Section E: Employees may elect to be paid on a twenty-six bi-weekly installment provided a majority of any one classification requests payment in this manner.

Section F: Bus Drivers - Extra Trips

Athletic Trips - \$4.50 actual driving time  
                   \$3.35 per hour lay over time with a  
   limitation of \$44.00.

Non-Athletic - \$5.50 per actual driving time  
 Trips          \$3.95 per lay over time, no limit except  
   eight hours deducted for overnight  
   trips.

The Board reserves the right to assign the drivers for all overnight trips.

Section G. Longevity - In recognition of an employee's service to the district, the following longevity schedule shall apply to all employees in the bargaining unit.

	Full	Part-time A	Part-time B
1) 5th-9th years	\$50.	\$33.50	\$17.00
2) 10-14 yrs	100.	67.00	34.00
3) 15-19 yrs	150.	100.50	51.00
4) 20th year	200.	134.00	68.00

Full-time is defined as 32 hours per week or 12 months.  
 Part-time A is less than 32 hours but more than 20 hours.  
 Part-time B is less than 20 hours per week.

Longevity payment shall be paid in a separate check on the last pay period in May each year.

Section H: Food Service, Custodial, and Maintenance employees who have supervisory duties (i.e. supervision of at least one other employee) shall be called "lead workers" and shall receive an additional 10¢ per hour added to their regular pay rate.

PICKFORD EDUCATION SUPPORT  
PERSONNEL ASSOCIATION

ARTICLE XVIII

RETIREMENT

A. An employee who reaches the age of seventy (70) on or before June 30 of the current school year shall be retired on that date; however, the Board may consider a one year extension to meet unusual circumstances. In these cases the employee will be required to furnish a physician's statement, at the employee's expense.

B. If an employee's service is terminated voluntarily, he shall receive compensation of twenty three dollars and fifty cents (\$23.50) for every accumulated sick leave day up to 110 days, according to the following scale:

Full time	\$ 23.50
Part time Class A	\$ 17.50
Part time class B	\$ 10.00

1. Voluntary termination to include layoff. At the time of layoff, the above shall apply at the option of the employee.

2. If the employee is recalled, and has been paid according to the above, he/she shall be reemployed with no sick leave.

C. In recognition of service to the district, a retiring employee who has been employed by the district for ten (10) continuous years shall receive thirty (\$30.) dollars per year for each year of service in the district. Payment of this amount shall be immediately after the employee has received his/her first retirement check from the Michigan Public School Employees Retirement System.

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ARTICLE XIX

VACATIONS

- A. Only full time, twelve (12) month employees are eligible to earn vacation time. Vacation time is not cumulative and must be taken or it will be lost.
- B. Arrangements for vacations must be made with the approval of the Superintendent.
- C. Vacation days must be taken on days when school is not in session unless by special permission of the administration. Vacations must be requested at least two (2) weeks prior to the desired beginning date.
- D. The Board reserves the right to require employees to take their vacation days on (5) consecutive work days if the work load should dictate it. If two (2) or more employees apply at the same day for vacation covering the same period, the following factors will be taken into consideration in granting vacation:
1. Seniority in the classification
  2. Necessity of that person's presence during the requested leave period.
- E. Vacation time will be paid at the employee's normal rate. If an employee is requested to work during their vacation time they shall be compensated at one and one-half (1 1/2) times their normal rate of pay.
- F. Vacation time will be credited as follows:
- |                              |       |                 |
|------------------------------|-------|-----------------|
| After one year of employment | ----- | 5 working days  |
| After two to nine years      | ----- | 10 working days |
| Ten years to fifteen years   | ----- | 15 working days |
- Then one vacation day for each working year after that, up to twenty five (25) days.

ARTICLE XX

HOLIDAYS

- A. Only full time twelve (12) month employees are eligible for holiday pay. The Board will pay the normal days pay at their regular rate for the following holidays:

Labor Day	New Years Eve Day
Thanksgiving Day	New Years Day
Day after Thanksgiving	Good Friday
Christmas Eve Day	Easter Monday
Christmas Day	Memorial Day

1. All full time employees will be paid the following holidays:

Thanksgiving  
Christmas  
New Years Day  
Memorial Day

- B. Employees who are scheduled to work the month of July will also receive the 4th of July as a holiday.
- C. In the event that the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior off; in the event that the holiday falls on a Sunday, the employee shall receive the Monday off. In the event that either the Friday prior to the holiday or the Monday after the holiday are school session days, the employee shall be granted a day off with pay for the holiday on a future date that is applied for by the employee and approved by the administration.
- D. Personnel are not required, with the approval of the Board's designee, to report for work during teacher inservice time unless their specific job requirements dictate such attendance. Employees may, (1) use compensation time for this purpose, (2) work additional hours at another time of the week (subject to Superintendent's approval), or (3) suffer loss of compensation for this time.

## ARTICLE XXI

### PAID LEAVE

#### A. General Conditions

1. The Employer shall furnish each Employee with a written statement at the beginning of each school year setting forth the total sick leave credit.
2. An Employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall upon application be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed each year upon written request of the Employee.

#### B. Emergency Leave

Each regular Employee of the school district shall be credited with twelve (12) days emergency leave per year, the unused portion of which shall accumulate to 136 days. The leave days may be taken by an Employee for the following reasons and subject to the following conditions:

1. Personal Illness or Disability - The Employee may use all or any portion of his leave to recover from his own illness or disability.
2. Death in the Immediate Family - The Employee may take a maximum of four (4) days per death. Immediate family shall be interpreted to mean husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, aunt, uncle, grandparents, and any other person who is living in the same household.
3. Other Deaths - The Employee may take one (1) day per death to attend the funeral of any person, with administration approval.
4. Medical or Nursing Care - The Employee may take three (3) days to make arrangements for the medical or nursing care for a mother, father, child, or any member of the immediate household.
5. Marriage in the Immediate Family - The Employee may take leave for a marriage in his/her immediate family, with the Superintendent's approval.

ARTICLE XXI (continued)

6. Personal Business - Upon prior request to the immediate supervisor or superintendent of at least twenty-four (24) hours, two (2) days sick leave may be used each year for personal business. These personal business days do not accrue and have no restrictions on usage other than prior notification; days may not be used before or after holidays; may not be used during mid-year and final exams and are contingent on the availability of a substitute. Any employee who has accumulated personal business days prior to 1982-83 may utilize those days with the following restrictions:

1. The business must be one that cannot be conducted before or after school.
2. The days may not be used for recreational purposes. Use of accumulated personal business days is based on the availability of a substitute as needed.

7. Illness in the Immediate Family - The employee may take a maximum of four (4) days per illness of husband, wife, parents of both husband or wife, children or a member of the same household, to be cleared with immediate supervisor or superintendent if immediate supervisor is not available.

C. Professional Days for Training

Non-instructional staff should be granted 2 days per year administrative leave for the purpose of training for workshops, etc. to improve their work performance subject to approval of the Superintendent.

## ARTICLE XXII

### UNPAID LEAVES

#### A. General Conditions

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an Employee without loss of accumulation of seniority.
2. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child.
3. An Employee returning from a leave of absence shall be reinstated to the same or similar position and classification he/she held when the leave began. At least ten (10) working days prior to the date a leave is scheduled to expire, an Employee shall notify the Employer of his/her intent to return to work.

#### B. Unpaid leaves of absence may be taken for the following purposes:

1. Military Leave - A military leave of absence shall be granted to any Employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, an Employee who has been honorably discharged shall be placed in the same classification and experience level as he/she would have been had he/she worked in the district during such period. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill may have their leave extended for a period of one year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.
2. An unpaid leave may be granted to an employee who elects not to receive sick leave payments for the purpose of child birth and subsequent child care of the newborn infant for a duration, not to exceed one (1) year, unless renewed at the discretion of the Board.

An employee may continue to work as long as they can continue their regular work assignments. The Board may request an employee's physician to furnish a statement concerning an employee's ability to continue their job responsibilities.

The application for said leave must be made at least sixty (60) calendar days prior to the effective date of the child care leave and must state the date of return from said leave.

ARTICLE XXIII

SAVINGS CLAUSE

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



ARTICLE XXIV

NEGOTIATIONS PROCEDURES

Section A: By March 1 prior to the expiration of this Agreement, the parties agree to open negotiations for a successor agreement.

Section B: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, 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 referred to, or covered in this Agreement.

ARTICLE XXV

INSURANCE PROTECTION

The Board of Education shall provide for each employee who works twenty (20) hours per week or more, the Blue Cross/Blue Shield "Four Point" Health Insurance Plan including vision and dental coverage pro-rated at full family rate per year for the months which the employee works during the 1986-87 school year. Any employee who works twelve months or thirty two hours a week or more will be considered full time and will receive his/her full premium.

Refer to Schedule A for bus driver insurance benefits.

A full time employee who elects not to participate in the Group health coverage plan will receive \$400. annually to be applied to any MESSA or MEFSA non-taxable options including annuities at the choice of the employee.

ARTICLE XXVI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1986 and shall continue in effect until the 30th day of June, 1988.
- If pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual consent.
- B. Copies of this Agreement shall be distributed to each employee by the employer within 30 days after ratification of this Agreement. The employer shall provide the Union President with 10 copies of this Agreement. The Union shall share the expense of printing this Agreement with the Board on an equal basis.

ARTICLE XXVII

CERTIFICATE OF RATIFICATION

The undersigned, official representatives of the Board of Education of Pickford Public Schools and of the Pickford Education Support Personnel Association, hereby certify that the contract language comprising this Agreement has been ratified by a majority vote of the membership of their respective organization.

For the Pickford Education Support Personnel Association:

Shirley Mc Dowell Dated 8-7-86

For the Board of Education:

Julia Kronesmeier Dated 7-29-86

SALARY SCHEDULE A

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>1986-87</u>	<u>1987-88</u>	
Secretary	1	\$ 6.05	\$ 6.27	
	2	6.31	6.54	
	3	7.19	7.46	
Payroll Clerk/Secretary	1	7.89	8.18	
	2	8.21	8.51	
	3	8.57	8.89	
Cook	1	5.35	5.55	
	2	5.50	5.70	
	3	5.96	6.18	
Teacher Aide	1	5.06	5.25	
	2	5.29	5.49	
	3	6.13	6.36	
Custodian	1	5.51	5.71	
	2	5.80	6.01	
	3	6.80	7.05	
Maintenance	1	5.76	5.97	
	2	6.34	6.57	
	3	6.95	7.21	
Kitchen Aide	1	4.60	4.77	
	2	4.85	5.03	
	3	5.30	5.50	
Playground Aide	1	5.05	5.24	
	2	5.51	5.71	
	3	5.96	6.18	
Bus Aide	1	5.06	5.25	
	2	5.29	5.49	
	3	6.13	6.36	
Bus Drivers	<u>Option I</u>		<u>Option II</u>	
	<u>86-87</u>	<u>87-88</u>	<u>86-87</u>	<u>87-88</u>
Skill Center				
Special Educ.	27.64	28.66	28.70	29.76
Regular	21.01	21.79	22.03	22.84
Kindergarten	10.50	10.89	11.01	11.42
	<u>AND</u>		<u>AND</u>	
Health Insurance for Drivers	40% of a driver's yearly BC/BS premium as provided for in Article XXV		\$20. per month for 12 months	
Mileage - all routes	All miles.....\$.03.5 per mile			

