



Agreement
between



*Sparta Area Schools
Board of Education*

and

*Sparta Educational Support
Personnel Association
KCEA/MEA/NEA*

July 1, 2004-June 30, 2007

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ARTICLE I
RECOGNITION

A. **CERTIFICATION**. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, as amended, the Sparta Area Schools Board of Education (hereinafter referred to as the "Board") does hereby recognize the Kent County Education Association, Michigan Education Association and National Education Association (hereinafter referred to as the "Association") as the exclusive representative in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all full-time and part-time non-supervisory employees of the Board included in the bargaining unit described below:

1. Building Custodial Coordinators
2. Custodians
3. Security Guards
4. Assistant Bus Mechanics
5. Secretaries
6. Teacher Assistants
7. Maintenance
8. Food Service
9. Bus Drivers
10. Bus Assistants
11. Media Assistants
12. Media Clerk

Stipulation:

1. Unless otherwise expressed in this Agreement, the use of the terms "Employee/Member/Bargaining Unit Member" shall refer to those persons in the positions listed herein.

B. **EXCLUSIONS FROM THE UNIT**. Excluded from the unit are the following specific positions:

1. Grounds Maintenance

2. Central Office Bookkeepers and Secretaries;
3. Supervisors of departments such as vehicles, food services, custodial/maintenance, machine maintenance, transportation, etc.
4. Administrative, substitute employees and all other employees
5. Operational Assistant Director

ARTICLE II
EMPLOYEE RIGHTS

- A. **RIGHTS.** Each employee, as defined in Article I, Section A and B, shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining with the Board. The Board will not be punitive or grant privileges to any employee by reasons of his/her membership or non-membership in the Association, his/her participation or non-participation in legal activities of the Association or collective bargaining with the Board or his/her institution of any grievance or proceeding under this Agreement.

The Board and Association hereby reserves the right to file unfair labor practice(s) against the Board and Association and/or the employee if the Board and Association believes there are grounds for such charges.

- B. **PROGRESSIVE DISCIPLINE.** No non-probationary employee shall be disciplined without just cause. The Board agrees to follow the concept of progressive discipline, except when one's behavior requires immediate suspension or discharge. The Board agrees that upon discharge of an employee, no action shall be taken until the employee has had an opportunity to meet with their Association/Union representative as outlined in Section C hereafter.

- C. **REPRESENTATION BY THE ASSOCIATION.** An employee shall be entitled to have an Association representative present in any meeting with his/her supervisor or representative of the Board whose purpose is to discipline the employee. When the request for such representation is made, no further action shall be taken until a representative of the Association can be present, but in no case shall action be suspended for more than twenty-four (24) hours.

- D. **PERSONNEL FILES.** Each employee shall have access to his/her official personnel file, excluding pre-employment materials, at reasonable times and shall be entitled to review his/her file accompanied by an Association representative in the presence of an administrator. No new evaluative materials will be placed in an employee's official personnel file without informing the employee. Special assignments outside the member's normally assigned duties shall not be evaluated and if the member disagrees with the evaluation, he/she may submit a written response which will be attached to the file copy of the evaluation.

Prior to the completion of the 90 day probation period, an evaluation of the member's work shall be completed and discussed with the member and placed in his/her file. If this evaluation is not completed by the 90-day probationary period, the member's work will be deemed satisfactory.

- E. **ASSAULT ON AN EMPLOYEE.** Any instance of assault upon an employee while in the performance of his/her assigned duties shall be promptly reported to the Board or its designated representative. The Board shall render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

F. WRITTEN AUTHORIZATION. The Board will make payroll deductions from the wages of each employee provided the employee has submitted to the Board, a signed written authorization form for said deductions. Such deductions may be authorized for the following purposes:

1. Association Dues
2. Credit Union
3. United Fund
4. Annuities and insurance programs which have been approved by the Board
5. Political Action Committee

G. BARGAINING UNIT WORK. Work normally performed by bargaining unit members shall not be given to persons outside the bargaining unit to the extent bargaining unit members suffer loss of work.]

H. COMPLAINT ABOUT AN EMPLOYEE.

1. Any complaint directed toward an employee, other than criminal in nature, which is to become a part of that employee's permanent personnel record, shall promptly be called to that employee's attention.
2. If an employee is investigated by the Board, when such investigation is complete the employee shall be informed of the results of the investigation.

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ARTICLE III
ASSOCIATION RIGHTS

- A. **MEMBERSHIP.** Within fifteen (15) days of the beginning of his/her employment, each person will sign and deliver to the Association an assignment authorizing the deduction of his/her membership dues of the Association including the National Education Association, the Michigan Education Association and the Sparta Educational Support Personnel Association or will authorize said sum to be deducted and forwarded to the Association. The assignment form shall be provided by the Association. Such sum shall be deducted by the Administration in ten (10) monthly installments beginning in September and ending in June unless the employee is a new hire or circumstances beyond the Administration's control prevent the deductions from occurring in this manner.
- B. **REPRESENTATION FEE.** Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association. The employees may authorize payroll deduction for such fees. In the event that an employee shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction as provided in the preceding provision, the Board shall, at the request of the Association, make mandatory deduction of such dues/fees from the employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for such action.
- C. **NON-COMPLIANCE.** The Association, in all cases of violation of this Article, shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for mandatory deduction may be filed with the Board in the event compliance is not effected.
- D. **HOLD HARMLESS.** In the event of any action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel provided:
1. The Board gives timely notices of such action to the Association.
 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance. Further, that the Board reserves the right to review and be consulted concerning the settlement prior to its implementation. If, at any time, the save harmless provision is declared unenforceable or void, the agency shop provision of this agreement shall be declared null and void.

- E. **ASSOCIATION DUES.** The September-June monthly total sum of Association dues deducted from the employees' wages shall be submitted to the Association Treasurer accompanied by a list of employees for whom deductions have been made.
- F. **ASSOCIATION REPRESENTATION/PAYROLL.** The Board/Administration shall furnish the Association Treasurer/Membership Chairperson with a list of the names, classifications/positions and hours worked per week of all employees/members of the bargaining unit. Names of new hires shall be furnished as they occur. The Association President shall be immediately notified of any changes in an employee's/member's hours per week worked.
- G. **FACILITIES.** Each employee and the Association may use school building facilities at reasonable hours for meetings upon receiving approval from the Administration. No employee shall be prevented from wearing official insignia, pins or other identification of membership in the Association. Bulletin board space and inter-school mail will be available to the Association for its reasonable normal usage.
- H. **DOCUMENTS.** The Board will furnish to the Association, upon written request from the Association President or designee, information which is available to the public concerning such matters as budget, personnel, etc., which will be used by the Association only for the purposes of processing a grievance or preparing for negotiations.
- I. **TIME SPENT AT OFFICIAL NEGOTIATIONS/GRIEVANCE HEARINGS.**
1. Each employee (aggrieved, steward and/or officers) required to be engaged in grievance/arbitration hearings under the terms of the grievance procedure found in this Agreement and during regular work hours, shall not suffer loss of wages for such requirement. Neither shall such engagement lead to additional payment of wages beyond the regular working hours.
 2. If negotiations are conducted during hours when negotiation team members of the Association are on duty, the affected persons will be permitted to make adjustments in their schedules with others in their classifications, without loss of wages or benefits, permitting them to participate.
- J. **ASSOCIATION LEAVE.**
1. Association members may be absent from work up to forty-five (45) hours per year to conduct Association business. With approval of the Superintendent up to 15 hours may be with pay.
 2. In the event that the Association schedules a general membership meeting at a time that second (2nd) shift employees are working, the Administration agrees to allow those employees to make adjustments in their schedules, without loss of wages or benefits, permitting them to participate, provided the Association gives the Administration five (5) days advance notice of such meeting. Such meetings shall

not be more than one and one-half (1.5) hours in length and shall not be scheduled more than three (3) times per year.

- K. CONFERENCES. Upon the request of the Administration or the local Association President, a conference will be scheduled. The agendas shall be established and be made known prior to the meeting. The membership at such a conference will be agreed upon prior to the conference.

ARTICLE IV
SENIORITY

A. **SENIORITY.**

1. The word "seniority" means continuous employment service with the Board in a position represented by the Association.
2. "Position Seniority" means continuous employment service in a specific position of the Board represented by the Association (see Article I, Section B).

B. **DISTRICT SENIORITY AND POSITION SENIORITY CONDITIONS.**

1. Teacher Assistants, Secretaries, Custodians, Building Custodial Coordinators, Maintenance, Media Assistant, Media Clerk, Security Guards and Assistant Bus Mechanics:
 - a. Each employee working twenty (20) or more hours per week shall accrue full seniority and position seniority.
 - b. Each employee working less than twenty (20) hours per week shall accrue seniority and position seniority at one-half (.5) the full rate.
2. Food Service, Bus Drivers and Bus Assistants:

Full district and position seniority shall accrue from the date of hire for all Food Service, Bus Driver and Bus Assistant employees.
3.
 - a. Any bargaining unit member who has experience in more than one classification, will have seniority in each classification based on experience in that classification.
 - b. In case of a reduction in personnel, position seniority will be used to determine which bargaining unit member(s) will be laid off.
 - c. If a laid off bargaining unit member has enough position seniority in another classification, he/she may exercise bumping rights.

C. **SENIORITY DURING LAY-OFF/LEAVE.** Each employee who is laid off or is on an unpaid leave of absence in the excess of thirty (30) calendar days shall have his/her seniority and position seniority "frozen" for the duration of the leave unless said absence is for reasons of extended illness.

D. **PROBATIONARY PERIOD.** Each new employee hired by the Board shall serve a ninety (90) calendar day probationary period during which time he/she shall have no seniority or position seniority. Upon successful completion of the probationary period by a given new

employee, such employee shall receive seniority and position seniority from the date of his/her hire. The lack of seniority for probationary employees shall be interpreted to mean that the Board may discipline and/or discharge such employees and the employee and/or the Association shall have no recourse to the grievance procedure.

E. **LOSS OF DISTRICT SENIORITY AND POSITION SENIORITY.** District seniority and position seniority shall be lost if any of the following apply:

1. The employee retires, quits or is discharged.
2. The employee is absent two (2) consecutive work days without properly notifying the Board. If the Board is notified of extenuating circumstances which are beyond the control of the employee, the Board may waive this condition.
3. The employee does not return from a leave of absence within three (3) working days after the leave expires.
4. The employee does not return from layoff status within five (5) working days from the date of recall unless extended by the Board.
5. The employee is transferred to a Board position outside of the bargaining unit (see Article I, Section B). In the event that the employee returns to the bargaining unit, his/her former district seniority and position seniority in the bargaining unit shall be reinstated.
6. For the purpose of stating position seniority, there shall be twelve (12) positions. They are as follows:
 - a. Building Custodial Coordinators
 - b. Custodians
 - c. Security Guards
 - d. Assistant Bus Mechanic
 - e. Secretaries
 - f. Teacher Assistants
 - g. Maintenance
 - h. Bus Drivers
 - i. Bus Assistants

- j. Food Service
- k. Media Assistants
- l. Media Clerk

- F. **DISTRICT SENIORITY AND POSITION SENIORITY LISTS.** The Association shall establish the seniority lists and the Board shall maintain lists indicating district seniority and position seniority. The date of hire and length of service will be indicated. These lists shall be available to the Association upon written request and posted in the workrooms of school buildings and the bus garage. The lists shall be posted on or before June 30th each year.
- G. **PROCEDURE FOR RESOLVING SENIORITY CONFLICTS.** The date of hire shall be defined as the date the employee reports for work. All seniority shall accrue from the date of hire. In circumstances of more than one (1) individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority lists.

The Sparta Educational Support Personnel Association and unit members so affected will be notified, in writing, of the date, time and place that will reasonably allow the affected individuals and the SESPAs representatives to be in attendance. All of the employees hired prior to July 1, 1986 shall retain their current ranking on the seniority lists. Internal candidates moving from one category to another shall receive placement on the seniority list of the new category ahead of any new hires reporting to work on the same date in the same category.

ARTICLE V
WORKING CONDITIONS

A. **WORK WEEK/WORK HOURS.** The work week for payroll computation purposes shall begin at 12:00 AM on Sunday and end at 12:00 midnight the following Saturday. The number of hours worked each week will vary with the job classification and building assignment. The normal work week for all employees will be Monday through Friday. The work hours for the respective classifications in the bargaining unit shall be as defined as follows:

1. **Secretaries.** During the school year, secretaries shall work thirty-seven (37) hours per week (seven and one-half [7.5] hours Monday through Thursday, and seven [7] hours on Friday) or more or less as assigned by the Administration. During the summer weeks, secretaries shall work thirty-four (34) hours per week or less as assigned by the Administration.

The daily schedule for each office shall be set by the Administration of that office subject to the approval of the Superintendent of Schools. Hours of employment beyond the normal daily hours must have prior approval from the Administration of the building.

2. **Custodians.** Custodians/Building Custodial Coordinators' work hours shall be Monday through Friday and shall be eight (8) hours per day or less as assigned by the Administration. The scheduling of all working hours is the responsibility of the Administration.
3. **Assistant Bus Mechanics.** The Assistant Bus Mechanics' working hours shall be Monday through Friday, and shall be eight (8) hours per day. There shall be a one and one-half (1.5) hour mid-day break or less as assigned by the Administration.
4. **Teacher Assistants.** Teacher Assistants' working hours shall be thirty (30) hours per week or more or less as assigned by the Administration. The above hours are only for the school year.
 - a. Teacher Assistant evaluations shall be completed by May 31. Anyone's evaluations not completed by May 31 will be considered satisfactory for that year. All evaluations shall be done in writing.
5. **Security Guard.** The working hours of the Security Guard shall be thirty-five (35) hours per week or more or less as assigned by the Administration. The above hours are only for the school year.
6. **Food Service.** Food Service employees normal work day shall consist of one (1) to eight (8) hours per day and the regular work week shall consist of five (5) to forty (40) hours per week, Monday through Friday, as assigned by the Administration. When there are changes in scheduled duty time arising from changes in student

attendance and/or school schedule, employees shall be given twenty-four (24) hours notice prior to the change, except in emergencies.

7. **Maintenance.** Maintenance persons' working hours shall be forty (40) hours per week. However, they may vary depending on tasks which must be completed in a particular week.

8. **Bus Drivers/Bus Assistants.**

a. Work hours per day shall be determined as follows:

1. Beginning with the second Monday in September, all drivers and assistants will keep a complete record of their time worked for a period of ten (10) consecutive work days. This record will be turned in to the Transportation Supervisor, who will average the time worked on a daily basis. This daily average of the number of hours worked will be utilized for payroll purposes as the number of hours worked per day until the second average period is completed in December. Daily averages may be increased or decreased in 15 minute increments by the Transportation Supervisor when necessary. If there is a discrepancy with an increase or decrease in time which cannot be resolved, the Transportation Supervisor (or designee) will ride the route up to three times and make any necessary adjustments.

2. Beginning the first day of the first pay period in December, all drivers and assistants will keep a complete record of their time worked for a period of ten (10) consecutive work days. This record will be turned in to the Transportation Supervisor, who will average the time worked on a daily basis. This daily average of the number of hours worked will be utilized for payroll purposes as the number of hours worked per day for the remainder of the school year. Daily averages may be increased or decreased in 15 minute increments by the Transportation Supervisor when necessary. If there is a discrepancy with an increase or decrease in time which cannot be resolved, the Transportation Supervisor (or designee) will ride the route up to three times and make any necessary adjustments.

3. Prior to the second Monday in September, drivers and assistants will keep accurate time sheets, turn these sheets in to the Transportation Supervisor and will be paid for the hours on the time sheet.

b. Any time spent in addition to the normal runs (e.g. additional trips), requested by the Transportation Supervisor, will be paid at the normal hourly rate. This is in addition to the pay for the average number of hours per day.

9. **Media Clerk.** Media Clerk work week consists of Monday to Friday, six and one-half (6.5) hours per day or less as assigned by the Administration. These hours are for the school year and one week before school begins, and one week after school dismisses.
10. **Media Assistants.** Media Assistants work week consists of Monday to Friday, six and one-half (6.5) hours per day or less as assigned by the Administration. These hours are for the school year and one week before school begins, and one week after school dismisses.

B. **OVERTIME HOURS AND PAY.**

1. **Overtime Defined.** The official work week of the Board employees shall be no more than forty (40) hours per week. Overtime hours during the school year shall be calculated on the hours worked by a given employee over eight (8) hours in any one (1) day or calculated on hours worked over forty (40) hours in any one (1) week. In no event shall overtime hours be paid more than once.
2. **Overtime Pay.** Overtime pay during the school year shall consist of one and one-half (1.5) times the regular hourly rate of the employee working overtime for all hours worked over eight (8) in any one (1) day or all hours over forty (40) in any work week. No one (1) overtime hour will be paid for more than once.
3. **Assignment of Overtime.** Scheduling of overtime shall be assigned at the discretion of the Administration to any employee who volunteers for overtime hours, working within the given classification and where overtime work is required by the Administration. Mandatory (where there is no volunteer) overtime shall be assigned to the employee who is not on probation and who has the least amount of position seniority in the given classification and building where overtime work is required by the Administration. Refusal to accept assigned overtime hours shall be grounds for disciplinary action.
4. **Overtime for Bus Drivers/Bus Assistants.** Overtime pay for bus drivers and assistants shall be one and one-half (1.5) times the regular hourly rate of the transportation employee working over forty (40) hours per week in total time on assigned duties.
5. **Overtime for Food Service Workers.** In addition to numbers 1 and 2 above, work not pertaining to school lunches will be paid at the rate of one and one-half (1.5) the normal rate.
6. **Federal and State Laws.** Pursuant with federal and state laws or statutes related to the hours worked per day and per week, compensatory time or time and one-half (1.5) shall be paid for those days or weeks worked in excess of the hours set forth in this provision as determined by the employee.

- C. **SUMMER WORK HOURS.** Each employee who is assigned to work during the summer months shall work his/her normal hours per week in four days, unless otherwise stated herein, from the first full week after the ending date of school to one week prior to the beginning of the school year. The work week during the summer months shall be either Monday-Thursday or Tuesday-Friday and shall hereinafter be referred to as a "Work Session."

The Administration will establish the number of employees needed for each work session to insure that each day of the work session (Monday-Thursday, Tuesday-Friday) they will work during the summer months with seniority being the determining factor. Straight time (not time and one-half) will be paid for each of the hours worked as defined immediately above.

1. The summer working hours schedule for building custodial coordinators, custodians and assistant bus mechanics shall be based on a forty (40) hour work week and four (4) ten (10) hour days.

If the Administration requires an employee to work beyond the above stated summer hours per day or week, time and one-half (1.5) or equivalent compensatory time shall be available at the choice of the employee.

2. The summer working hours schedule for secretaries shall be based on a thirty-four (34) hour week and four (4) eight and one-half (8.5) hour days. If the Administration requires an employee to work beyond the ten (10) hour day or forty (40) hours per week, time and one-half (1.5) or equivalent compensatory time shall be available at the choice of the employee.

- D. **REST PERIODS.** Each employee working six (6) or more hours per day shall receive two (2) ten (10) minute rest breaks per day. Each employee working less than six (6) but three (3) or more hours per day shall receive one (1) ten (10) minute rest period per day. Each employee working ten (10) or more hours per day shall receive three (3) ten (10) minute rest periods per day.

on the opening of school

- E. **ABSENCE OF THE EMPLOYEE.** Each employee unable to perform his/her duties due to illness or other causes shall notify his/her immediate supervisor or administrator at least one (1) hour during AM hours prior to noon or two (2) hours during PM hours prior to midnight before his/her scheduled reporting time.

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- F. **WORKING SCHEDULES.** An employee's working schedule shall not be altered without the consent of the employee unless the change is a regular schedule change.

- G. **ASSISTANTS ASSIGNED TO CLASSROOMS.** Classroom Teacher Assistants shall not be required to supervise a regular classroom which is normally the duty of certified personnel for periods in excess of fifteen (15) minutes. Special Education Teacher Assistants may supervise classes up to one-half (.5) of the daily attendance of students as permitted by law. Special Education Teacher Assistants may be with students without the presence and direct supervision of the certified teacher for a period of up to three and one-quarter (3.25) hours.

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H. UNIFORMS.

1. **Building Custodial Coordinators, Custodians, Assistant Bus Mechanics and Maintenance.** The Board shall provide three (3) uniforms per year to each building custodial coordinator, custodian, assistant bus mechanic and maintenance person or substitute coveralls at equal cost at the request of the employee. The Board shall provide each assistant bus mechanic and maintenance person one (1) purchased coverall every other year.

Each employee receiving such uniforms shall be responsible to clean and maintain the uniforms furnished to him/her and shall wear the uniform properly while acting in the line of employment duty.

2. **Bus Drivers, Bus Assistants and Security Guards.** Each employee shall be provided with a new winter jacket upon assignment. Thereafter, employees shall receive the jackets at the beginning of the school year with new jackets being purchased every three (3) years following the initial purchase. Employees shall be given at least two (2) choices of the style of jackets to select from the same vendor.
3. New employee's winter jackets will be purchased after successful completion of the probationary period.

- I. STUDENT DISCIPLINE. Each employee, except in unusual or emergency situations, shall not be responsible for student disciplinary problems unless it is a part of their regularly assigned duties. Disciplinary policies and procedures of the School District and/or procedures specifically related to a classification shall be made available, discussed and implemented to permit employees to conduct their duties.

J. FACILITIES.

1. The Board shall make available to each employee lunch eating space, rest rooms, telephones for local business use, parking space and the use of vending machines which are installed in the Board buildings.
2. In case of a tornado watch during working hours when the regular supervisory or administrative staff are not available, the custodian so affected shall follow the Board's policy concerning such emergency.

K. EMPLOYEE CONDUCT.

1. Each employee shall adhere to policies of the Board.
2. Each employee shall be neat and clean (appropriate to his/her work assignment) in appearance while acting in the line of duty.

L. **PHYSICAL EXAMINATIONS.** The Board agrees to pay the cost of physical examinations not covered by health insurance if the Board's selected physician is used. Employees required to have a physical examination may, at their option, have their own physician conduct the examination and the Board shall reimburse the employee up to the cost of the Board's physician's fee. Reimbursement for physical examinations shall be made upon presentation of a receipt.

M. **RESIGNATION.** If an employee turns in a letter of resignation which has been approved by the Board and then is re-hired at a later date, the employee will have no seniority rights other than those of any other new employee.

N. **HAZARDOUS WORKING CONDITIONS.** The Board shall take reasonable steps to remedy "hazardous" working conditions for positions in this unit. No teacher assistant or secretary shall be required to work alone in a building without the consent of the affected employee.

O. **BUILDING CHECK AND EMERGENCY DUTY.**

1. **Building Checks.** Each custodian shall conduct building checks provided such is scheduled by the Administration. At the discretion of the employee (such selection must be made twice per year), the pay for such building checks shall be at time and one-half (1.5) or compensatory time at time and one-half (1.5), but the compensatory time must be taken during the same pay period it was earned. Utilization of "comp-time" during that pay period shall be subject to the approval of the supervisor.

2. **Emergency Duty.** Emergency duty call in such as vandalism, storm damage or equipment malfunction shall be conducted by the employee called in during normal "off" working hours. The pay for such emergency time (actual time worked) shall be at two (2) times the employee's regular hourly rate. Each employee will be paid for a minimum of one-half (1/2) hour each time he/she is called in for emergency duty.

P. **BUS DRIVERS AND BUS ASSISTANTS EMPLOYMENT CONDITIONS.**

1. **Certification.** All bus drivers must hold a CDL as bus drivers. Reimbursement will be made upon submission of a receipt for the fee of the CDL.

2. All existing runs will be classified as:

| | |
|-------------------------|----------------------------|
| Secondary 2 runs AM-PM | Kindergarten 1 run |
| Elementary 2 runs AM-PM | Englishville 1 run |
| AM SP ED 2 runs | Skill Center 4 single runs |
| PM SP ED 2 runs | SP ED noon 1 run |

Each Special Education run will be measured as two runs of a total time of one and one half (1 1/2) hours or more in length. When the total time drops below one and one half (1 1/2) hours this will change the run to "one" run instead of two.

3. **Combination of Routes.** The Transportation Supervisor has the right to combine routes. For example, a Kindergarten run and a half of a single run back-to-back equals half of a double run.
4.
 - a. All positions will be posted for five work days. A subsequent posting shall include a non-mandatory meeting date/time to fill said position(s).
 - b. Employees wishing to apply for a position should attend the meeting. Employees unable to attend the meeting may request their representative or the Transportation Supervisor, in writing, to bid on the run in their absence.
5.
 - a. Every driver will be entitled to three (3) runs in order of seniority as runs become available. No driver is allowed to bid for a fourth (4th) run before all other drivers have an opportunity to bid for a third (3rd) run.
 - b. Drivers will not be allowed to drop or give up an existing run just to lower their total runs below three (3) in order to get a new position. All runs are assigned as currently held on April 1, 2003.
 - c. If any driver has less than three (3) runs and a new position is posted, any driver with an existing run may trade for the posted position in order of seniority. When all "trading" is complete, drivers with less than three (3) runs will be offered the remaining posted/traded run(s). Instead of being re-posted, traded runs will be noted on the original posting.
 - d. Drivers with less than three (3) runs who refuse a third run offer will lose their right to a third run for the remainder of that school year.
6. **Bumping Rights.** If runs are eliminated, seniority applies and bumping may occur to the person with the lower seniority while maintaining as near as possible previous wages. From the time an opportunity to bump is available, you must exercise your bumping rights within 72 hours.

Drivers that have three (3) runs or less will not be bumped unless there is no one driving with more than three (3) runs.
7. **Opportunity to Drive.**
 - a. Full-time bus drivers will have the first opportunity to drive all runs. Other qualified personnel will be used as substitutes only. Bus assistants and sub drivers who become drivers will be treated like a new employee in that position.
 - b. When a bus driver is being paid but is not driving, that driver is considered to be "on the clock." When there is a vacant run or trip, and a driver is "on the clock" during 50 percent or more of that time, the driver will be offered

this work. Any time spent working beyond the original paid time will be paid at the appropriate rate of pay. Drivers may decline the work and forfeit their "on the clock" pay.

8. **Sub Runs.**
 - a. Regular drivers will be given priority on a seniority basis, if available, before another driver is contacted and shall be paid at their regular rate.
 - b. A regular driver who subs more than ten (10) days on a given run will receive pay for any holidays occurring during that period of time. This benefit will start on the eleventh (11) day of said assignment.
 - c. A regular driver who is scheduled in advance to sub on a given run will receive pay for any snow days, which do not have to be made up as per state law, which occur during while on said assignment.
 1. If the sub run replaces the driver's regular run, pay will be for the sub run.
 2. If the sub run is in addition to the driver's regular run, pay will be for the sub run and the regular run.
 - d. A driver may not leave one run to sub on another run.
9. **Special Trip Assignment.** No special trips will be allowed to new regular drivers until after ninety (90) calendar days of employment. The Transportation Supervisor may waive this limitation in emergency situations.
10. **Use of Bus Assistants.** Bus assistants who substitute as drivers will receive pay at their regular wage step on the driver's scale.
11. **Driving Priority.** During bus driving time, driving must take precedence over other jobs.
12. **Extra Trips.**
 - a.
 1. **Assignment and Use of School Vehicles.** Trips (field trips, athletic trips, summer trips, holiday trips, road tests, etc.) are to be available to all regular and Special Education drivers. Vans are only to be used when transporting 14 or fewer students to an activity. If 15 or more students will be going to the same activity location, a school bus and school bus driver must be used. Two vans may be driven to the same location if activities are scheduled more than one hour apart from each other.
 2. **Vans.** Three (3) vans may be used to transport twenty-one (21) (maximum) students to any event or location no more than three (3) times per year provided activities are scheduled more than one (1)

hour apart from each other. A log shall be maintained by the Transportation Supervisor to insure this practice does not occur more than three (3) times per year.

- b. **Giving Up Runs.** If a driver gives up their run to take an extra trip, they shall receive pay for the hours of their regular run at their regular rate. All hours beyond the regular run time shall be paid at the extra trip rate. Drivers accepting an extra trip during their normal drive time will be used as sub drivers if the extra trip taken does not use their normal work time.
- c. **Posting Trips.** All trips will be posted by 1:00 p.m. on Wednesday for the following week.
- d. **Trip Choices.** Trip choices must be signed by 9:30 a.m. on Friday of each week for the trips Monday through Sunday of the following week.
- e. **Rotation.** A continuous rotation schedule will be used to determine extra trip assignments. Starting with the bus driver who has the highest seniority and then moving in descending order, the drivers will choose the trip or trips of their choice. When a trip has been selected and an emergency trip is posted, drivers cannot turn down the selected trip to take the emergency trip posting.
- f. **Summer Extra Trips.** All summer extra trips will be offered to drivers by telephone on Thursday of each week as outlined in e. above. Drivers may call in or stop at the transportation office to review extra trip postings.
- g. **Multiple Trips.** When more than one (1) bus is going to the same location at the same time and one (1) or more are canceled, the last driver(s) to sign up for the trip will be the one(s) canceled. This will maintain the order of rotation.

13. **DRIVER TRIP ASSIGNMENT PROCEDURE.**

- a. The Transportation Supervisor will post trips with the following information:
 - 1. Type of Trip.
 - 2. Destination and Location.
 - 3. Departure and Return Times.
 - 4. Approximate Total Time of Trip.
- b. Drivers will not take trips that interfere with their regular runs during the first ten (10) school days school is in session. During the first ten (10) school days of school, trips will be posted as described herein for the following weeks.

- c. If drivers choose not to designate and sign for a trip, the decision will be the same as a refusal. The driver will then wait until the rotation, as set forth in 12 e. above, makes them eligible for another trip designation.

14. **EMERGENCY TRIPS.**

- a. Emergency trips are defined as trips that are not posted by 1:00 p.m. on Wednesday or not signed by 9:30 a.m. on Friday. (Exception: When school is closed on Friday, these positions will be posted by 1:00 p.m. on Tuesday.)
- b. An emergency trip will be offered to the driver with the highest seniority on a rotation basis. Each Wednesday the offer returns to the driver with the highest seniority.
- c. Emergency trips will be filled by the two methods. The method chosen will be determined by the amount of time available to fill the trip. The two methods are:
 - 1. A "Regular Emergency Trip" method. This method will be used when a trip is more than 24 hours away when the request is received.
 - 2. A "Same Day Emergency Trip" method. This method will be used when a trip is less than 24 hours away when the request is received.
- d. Drivers who select an extra trip have a responsibility to work it.
- e. The regular emergency trip method will be used as follows:
 - 1. The trip notice will be posted for a 24 hour period on the transportation lounge board.
 - 2. Each trip notice will have the time and date it is being posted written on it.
 - 3. When more than one trip is posted at the same time each trip notice will have an alphabet designator next to the time and date of the posting.
 - 4. A seniority roster will also be attached to the trip notice. This roster will have a line indicating where the rotation starts with the date by line.
 - 5. Drivers must indicate which trip they want by marking the yes column. If the trip has a letter designation assigned to it, that letter designation will also be placed in the yes column.
 - 6. Drivers are eligible for only one trip per rotation.

7. It is the responsibility of each driver to check the bulletin board during the work day and mark the appropriate column. Drivers who do not mark either column will be passed over at the end of the 24 hour period.
 8. Drivers may mark the yes column before their turn, however, at the end of the 24 hour posting period the driver with the highest seniority, by rotation, will be given the trip.
 9. Seniority then rotates to the next driver for this next trip until the next Wednesday.
- f. The same day emergency trip method will be used as follows:
1. Drivers will be contacted via radio (when working) or by phone (if not working) using the seniority roster.
 - a. Drivers who do not answer their radio after three radio attempts by base will be passed over.
 - b. Drivers who do not answer their home phone after one attempt will be passed over.
 2. Drivers can indicate in advance if they do not want to be contacted for a particular type of trip. For example, if a driver never wants to be contacted for evening trips, this will be indicated on a seniority roster and they will not be contacted.
 3. If a trip must be filled using the same day emergency trip method during the time a regular emergency trip method is posted with a trip, the 24 hour rule will be voided and the trip posted with the regular emergency trip method will be filled first by contacting drivers by radio or phone as described in section f.1.a. above. Once the trip posted with the regular emergency trip method is filled, seniority will rotate to the next driver. The same day emergency trip method will then be used again to fill the second emergency trip. Once the second trip is filled, seniority will rotate again.
- g. Acceptance/Rejection of Emergency Trips. Drivers who accept or refuse emergency trips will not have their position on the regular rotation list changed.
- h. Off Day Emergency List. The off day emergency list will be called by seniority for any emergency situation that arises on any day Sparta Schools are not in session. The emergency list will be posted by 3:00 p.m. each Wednesday and shall be initialed by available drivers by 9:30 a.m. on Friday. If the initials of drivers do not appear, the driver will not be called. This list

is designed to handle off day emergency assignments when the designated driver is unable to perform transportation duties.

15. **TRIP SIGN-UP PROCEDURE.** All drivers must sign up for their own trips. Exceptions will be granted in the case of sickness, being on a trip or an emergency. When these exceptions occur, the driver shall make their request for trip designation to the Transportation Supervisor, Operational Assistant Director, or the transportation secretary under the above procedures. The supervisor or secretary shall sign the bus driver's trip choice. Only the Transportation Supervisor, Operational Assistant Director, or secretary can make an exception for a driver.
16. **CANCELLATION OF SCHEDULED TRIPS.** If a trip is canceled after a driver reports for work, the driver shall be paid a minimum of one (1) hour's pay at the trip rate, or refer to the Extra Trips Giving Up Runs section. If canceled by the school, that driver will be put on the top of the rotation list for the first trip selection the following week.
17. **MINIMUM PAY/MINIMUM TRIP TIME.** All extra trips shall receive a minimum pay of one (1) hour at the driver trip rate of pay or refer to section 9 b. above.
18. **MEALS.**
 - a. **Regular Trip Meals.** To qualify for one meal reimbursement the driver must:
 1. Be on a trip that is four and one half (4.5) hours long or more, and the trip has to run through lunch (11:30 a.m. to 1:00 p.m.), or dinner (5:00 p.m. to 6:30 p.m.), or,
 2. Complete a run and immediately start a trip that runs through lunch (11:30 a.m. to 1:00 p.m.), or dinner (5:00 p.m. to 6:30 p.m.). The run and trip time must be at least four and one half (4.5) hours long
 - b. **Extended Trip Meals.** For trips of eight (8) hours or more duration and which span two meals, drivers will be reimbursed for the actual cost of each meal to a maximum of \$5.00 for each meal. A receipt must be submitted for each meal to be reimbursed. Meal times shall be defined as 11:30 a.m. - 1:00 p.m. for lunch, 5:00 p.m. - 6:30 p.m. for dinner or any combination of runs that equals four and one half (4.5) hours or more.
 - c. **Meal Reimbursements:**
 1. Shall be the actual cost of the meal, but not to exceed \$5.00 per meal.
 2. Must have a receipt submitted for the location where food was purchased.

Q. EMERGENCY INCLEMENT DAYS RELATED TO CANCELLATION OF SCHOOL.

1. **Snow Day Legislation.** Legislation passed limiting the number of grace days allowed and requiring make up will be considered part of the normal work schedule. Employees will work those make-up days without additional compensation. If the legislation grants any gratuitous days for the number of snow days, these shall not count toward the 181 day requirement and shall be considered as normal work days. Only those days exceeding the number of days allowed will be applicable as set forth herein. Employees who work on snow days that exceed the number of days allowed, will have the option of taking off on make-up days or will be paid per diem on the same if working.
2. **Rescinding of Snow Day Legislation.** If the legislation rescinds or otherwise amends its actions in requiring a mandatory 181 day school year of student attendance, the emergency/snow day language set forth in Article 5, Section Q #1, the preceding will be null and void. Thereafter, the conditions concerning these days will become those that existed prior to August 31, 1984, of the effective Master Agreement, or the parties may mutually agree to negotiate revised language.
3. **Teacher Assistants, Media Assistants, Media Clerk, and Security Guards.** In case of the decision to delay or cancel school as determined by the Superintendent, these employees will report or remain on the job according to the teacher's requirements. Teacher assistants, security guards and safety personnel will be paid the normal working hours whether they worked or not.
4. **Secretaries.** On days that school is delayed or canceled, secretaries shall report at 9:30 a.m. unless notified otherwise by the principal or his/her designee. A secretary may elect to not report with a pay deduction beginning after 9:30 a.m.
5. **Custodians, Building Custodial Coordinators, Assistant Bus Mechanics and Maintenance.** The Superintendent, at his/her discretion, may dismiss these employees from their assignments with pay.
6. **Food Service Employees.** Food Service staff will receive regular hourly pay when school is closed because of emergencies/inclement weather. Central Administration, with the aid of the Food Service Director, will determine whether Food Service employees will come to work on such days. The Director will call the employees by 10:00 a.m. if they are to come to work. If the employee is called to work and fails to report, they may elect a pay deduction or a leave beginning after the designated starting time. Food Service employees who have reported to the assigned designation and must return home due to an "emergency" cancellation will be paid for their time when the canceled day is in excess of the grace days allowed under the school calendar. Any additional make-up snow days in excess of the grace days under the contract will be paid as those days are made-up.

7. **Bus Drivers/Bus Assistants.** If school is closed due to an emergency situation, all daily runs will receive full pay for each day missed. This provision shall be applicable only for those days not required to be made up according to state law. Employees will not receive pay for those days school is closed due to emergency situations which the law says must be made up. Bus Drivers and Bus Assistants who have reported and transported students to the assigned designation and must return students to school/home due to an "emergency" cancellation will be paid for their time on duty when the canceled day is in excess of the grace days allowed under the school calendar.
8. **Qualifications.** In order to qualify for emergency inclement days benefit the employee must be available for work 5 days prior to and 5 days after the emergency inclement day.

R. Health Care Related Services.

1. Prior to any bargaining unit member performing health care related services to students, written authorization signed by a licensed physician and the student's parent(s)/guardian(s) shall be received by the district and available to the bargaining unit member. Such authorization should include specific health care related procedures to be performed, the underlying condition calling for such services, and the specific conditions under which the services are to be provided. The District agrees to supply the bargaining unit member with the necessary communication equipment to allow direct communication with licensed medical school personnel, i.e., portable phone.

If the bargaining member feels that he/she cannot do the procedure, they may opt out of the position (see Article VII, Section A., 3.B for process). The employee must opt out before continuous retraining occurs.

2. Any bargaining unit member who has a student(s) with special health care needs assigned to him/her will be trained by the school's licensed medical personnel in conjunction with the child's parent to handle the student's special health care needs. If the school's licensed medical personnel do not feel qualified to train, an outside licensed professional will be hired to train the bargaining unit member.
3. If the bargaining unit member feels adequate training has not been provided, he/she may request retraining and supervision of the procedure by medical personnel until he/she is deemed competent by the medical supervisor.

S. DRIVER DRUG TESTING.

The purpose of this section is not accusatory in nature but rather a way to support the employee.

1. **Random Selection.** All selections for testing will be done on a random basis. The

selection will be done by a drawing. The Association President with the assistance of the Assistant Superintendent will conduct the drawing.

2. **Time and Numbers.** Testing will take place during work time three times during the school year with not more than ten percent of the bargaining unit being selected each time. Any individual employee will not be tested more than twice in one year. The Board of Education will pay for the cost of said testing.
3. **Procedures for Positive Test.** If an employee should test positive for an illegal drug a second drug test will be arranged and a meeting held with the employee, Assistant Superintendent and an Association Representative to discuss the results. The second drug test will be paid for by the Board. If the second test is positive or the employee admits illegal drug use, a leave of absence without pay will be granted until the employee has completed a drug rehabilitation program. This leave may extend up to one year in length with the Board paying the bargaining unit member's fringe benefit package. The employee may return to work when the drug rehabilitation program certifies the employee's completion of the program and that the employee is drug free. Reoccurring drug related problems will be subject to disciplinary action.

ARTICLE VI
LAYOFF AND RECALL

- A. **DEFINITION.** The word "layoff" means a reduction in the number of employees employed in positions represented by the Association.
- B. **LAYOFF.** If a layoff occurs for any reason, the following procedure will be followed:
1. The Superintendent or designee will meet with the Association President or designee and discuss the reduction.
 2. The Superintendent or designee will attempt to reduce staff through voluntary termination, reduction in hours and/or layoff by any employee(s).
 3. If reduction is still necessary, probationary employee(s) employed in those position(s) where layoffs shall occur shall be the first to be laid off. Employee(s), who are not on probation, in position(s) affected by layoff shall be laid off according to the inverse order of their seniority in that position. Layoff notice shall be given at least fifteen (15) business days prior to the effective date of the layoff.
 4. Teacher Assistants will be allowed to bump one or more positions in order to maintain as near as possible their previous hours.
 5. End of year layoff for Teacher Assistants: Teacher Assistants layoffs shall follow the procedure as set forth in 1, 2, 3 and 4 above, along with the following:
 - a. Accompanying the layoff notice, all Teacher Assistants shall receive a current seniority list including: position, building assignment, teacher, hours, outside duty, and brief summary of job duties (see Appendix E-1 and E-1A).
 - b. All Teacher Assistant job descriptions will be posted in the lounge of each building.
 - c. End of the year multiple layoffs shall be completed by the first week in June.
 - d. The process shall be completed within a five (5) working day period.
 - e. The Superintendent's office will publish the recall schedule for all effected Teacher Assistants at least one week before the recall begins.
 - f. Layoffs occurring during the year (not end of year) for Teacher Assistants shall follow steps 1, 2, 3 and 4 above.
- C. **REDUCTION IN HOURS.** Hours shall not be reduced to avoid layoffs. Reduction in hours when necessary shall be made with not less than ten (10) working days notice. An employee whose hours have been cut (and/or reassigned) may "bump" one or more

employees within his/her unit who have less seniority in order to maintain as close as possible their current hours, provided the more senior employee has the qualifications to perform the job as determined by the Administration.

- D. **RECALL.** The Board shall not be required to recall any probationary employee(s). When the work force is increased following a layoff, employees (not on probation) shall be recalled in the reverse order of layoff within a given position. Notice of recall shall be given by mailing, by certified mail, to the employee's address which is on file with the Board at the time of recall.
- E. **TERMINATION AND RECALL.** If the position that the employee is recalled for is less than the laid-off position in hours, compensation or benefits, the employee may turn down the recall and retain recall rights. Each employee not returning to employment with the Board within ten (10) working days after recall is considered to be a voluntary termination by the employee of employment with the Board. Employees shall remain on the recall list for two years. Employees are responsible for maintaining a current mailing address and phone number with the Central Office while they remain on the recall list.

ARTICLE VII
VACANCIES

A. VACANCY: DEFINITION/PROCEDURE.

1. **Posting of Notice.** The Board shall post for five (5) working days during the school year: August 25 till June 6 (school year for Secretaries and Media Clerk: August 15 till June 15), all vacant position(s) which are to be filled. Any vacant positions will be posted within five (5) working days from the time it is vacated or is approved by the Board. The Board shall post for seven (7) working days during the summer break: June 7 till August 24 (Secretaries and Media Clerk: June 16 till August 14) all vacant positions which are to be filled. The posting shall include position, building, shift, qualifications, hours and the opportunity to receive a complete job description of the vacant position. The vacant position(s) shall be posted on the employee bulletin boards and copies submitted to the Association President. During the above stated time lines, each employee desiring to be considered as an applicant for the position(s) must file an application with the Superintendent or designee.
2. **Summer Postings.** Each employee wanting the summer postings shall provide stamped, self-addressed envelopes to the Association President. The Board shall send copies of all postings of positions to the Association President. Postings will also be placed on the website and on the bulletin board in the Central Office.
3. **Vacancy Defined.**
 - a. A vacancy shall be defined as an opening of a position in the unit as the result of a resignation, creation of a new position, expansion of an existing position's work hours by 50% or more, expansion of an existing position's work year by 10% or more, retirement, death, the creation of a position arising from transfers and/or promotions and dismissals for just cause.
 - b. Students with special health care needs being placed into a classroom will allow the Non-Mandated Teacher Assistant to have the opportunity to choose not to provide health care services for that student. The Assistant choosing not to provide the services will be laid off. The position will then be posted and the Assistant will be allowed to bump in accordance with the Master Agreement.
4. **Temporary Assignments.** At no time shall the Board fill a position with a substitute employee for more than twenty (20) working days. In emergency situations, the Board may extend the twenty (20) working day substitute period for the purpose of posting and interviewing.
5. **Extra Summer Work.** When additional summer work is required, excluding part-time positions, youth programs and any other subsidized program, school year (10

month) employees will be given the first opportunity to apply. The employee must make his/her intentions known in writing to the appropriate Supervisor at least two (2) weeks prior to the start of summer vacation. In reviewing the applications for the summer position(s), the Board shall fill the vacancy based on qualifications, skill, ability and experience of each applicant. In the event these factors are relatively equal, the internal candidate with the greatest seniority will be granted the position. Employees working in these positions during the summer months shall not accrue any additional district or position seniority. Employees who make their intentions known, and are not employed for the summer, shall become the substitutes for the extra summer work.

B. APPLICANTS.

1. **Qualifications.** In reviewing the applications for vacant position(s), the Board shall fill the vacancy based on qualifications as stated in the job description, skill, ability and experience of each applicant. In the event these factors are relatively equal, the internal applicant with the greatest seniority in the position shall be granted the position.

2. **Internal Candidates.** If no internal candidates apply or are not equally or better qualified to fill the position(s), nothing in the Agreement shall prohibit the Board from employing persons from outside the bargaining unit.

C. **TRIAL PERIODS.** An internal applicant selected for the position shall be given a trial period of sixty (60) working days to determine the employee's desire to remain in the position or the Board's desire to have the employee continue the assignment. If the experience is not satisfactory to either party, the employee shall be returned to his/her original position or to a similar position where the employee is capable of acceptable performance.

D. **CONSOLIDATION OR ELIMINATION OF POSITIONS.** At the discretion of the Board, unit position(s) may be consolidated and/or eliminated. Nothing in this Agreement shall require the Board to fill any vacant position(s).

E. NOTIFICATION.

1. **Candidate Selection.** When a bargaining unit member is not selected for a position, the individual shall be informed in writing. This shall be done as soon as possible after the selection of a candidate to fill the position.

F. **POSITION REINSTATED.** When a position is eliminated and reinstated within three (3) years, the employee transferred out of that position shall be offered the job before it is posted.

G. **INVOLUNTARY TRANSFERS.** Involuntary transfers shall occur by transferring the employee(s) with the least amount of "position" seniority within the position from which the employee(s) is transferred.

H. SPECIAL EDUCATION TEACHER ASSISTANT - All special education teacher assistant positions will be posted and filled as outlined above with the following exceptions.

1. Each special education teacher assistant will be given a class list of those students they are assigned to each year. As those assignment lists change during the year, the special education teacher assistant will be informed.
2. When a teacher assistant is tied to one student, that will be listed with the job posting. That teacher assistant will remain with that student until they are determined to no longer need the services of a one-on-one T.A. That will then place that employee in a layoff situation.

ARTICLE VIII
COMPENSATION

- A. **WAGES.** The hourly wages of each employee employed in any position(s) listed in Article I (Recognition) are set forth in the schedules listed in Appendix A, which is attached to and incorporated in this Agreement. Such hourly wages shall remain in effect during the duration of this Agreement.
- B. **STEP AND WAGE PROGRESSION.** Beginning September 1, 1986, employees with dates of hire prior to December 1st of the contract year, shall move to the next step of the appropriate wage scale as of July 1st. Anyone with a date of hire after November 30th of the contract year will remain on the step at which the employee was hired for the next contract year.

All employees with a date of hire prior to July 1, 1986, who have a date of hire prior to January 1, 1986, of the contract year, shall move to the next step(s) of the appropriate wage scale as of July 1, 1986. Wage and step progression shall be effective as of July 1st each year thereafter.

- C. **PREMIUM RATES.** Each employee reporting for a regular work shift scheduled to begin after 12:00 noon but prior to 12:00 midnight, shall receive twenty (20) cents per hour over his/her regular hourly rate for each hour worked.

Each employee assigned to work a regular work shift which includes an unpaid break of more than one (1) hour but less than three (3) hours, shall receive ten (10) cents per hour over his/her regular hourly rate for each hour worked.

Each employee assigned to work a regular work shift which includes an unpaid break of three hours or more, shall receive twenty (20) cents per hour over his/her regular hourly rate for each hour worked.

The Head Cook of the Food Service Department shall receive one dollar and fifty cents (1.50) per hour over his/her regular hourly rate for each hour worked. The Head Server shall receive fifty (50) cents over his/her regular hourly rate for each hour worked. Annual professional dues to the American School Food Service Association and the Michigan School Food Service Association will be paid for the Head Cook by the Food Service Department of the District. Personnel placed in these positions will be determined by the Food Service Supervisor based on training and ability to perform in this capacity.

- D. **TEMPORARY ASSIGNMENT.** Each employee required by the Administration to temporarily assume the duties of a higher paid position for a period in excess of eight (8) consecutive hours, shall be paid the higher rate for each hour worked in excess of the initial eight (8) hours. Each employee required by the Administration to temporarily assume the duties of a lower paid position, shall receive his/her regular rate during such assignment.

- E. **OUTDOOR ASSIGNMENT.** Assistants having an outdoor job assignment in the excess of one (1) hour per day, shall receive fifteen (15) cents per hour over his/her regular hourly rate for each hour worked. An outdoor assignment is considered any job responsibility whereas the employee is asked to work outside of a building structure for sixty (60) or more minutes during the day.
- F. **POSITION CHANGE.** Beginning with this agreement, a bargaining unit member who accepts a position change within the bargaining unit shall move horizontally to the same step in the new position.
- G. **POSITION PAY.** Each employee regularly assigned in two (2) or more positions shall be paid according to the hourly wage schedule of, and in proportion to, the time worked in each position.
- H. **NEW POSITIONS.** During the duration of this Agreement, the Board may establish new position(s). For each new position, the Board will negotiate with the Association, the hourly wage schedule for such position(s) provided the new position(s) responsibilities, skills required and duties are similar or like in function to any position(s) listed in Article I (Recognition). Whenever possible, the Administration will attempt to fill these positions with bargaining unit members who are interested and qualified to fill the positions.
- I. **CREDIT.** Each new employee may be given up to three (3) years maximum credit on the wage schedule for comparable (to the position assigned) experience outside the Board. No other benefits shall apply.
- J. **SEVERANCE.** Each employee who retires or decides to terminate employment after fifteen (15) or more years of employment with the Sparta Area Schools shall receive terminal pay of three dollars (\$3.00) per hour for all of his/her unused sick leave days.

Food Service workers who leave the Sparta Food Service Program after nine (9) years of service will receive termination pay at the rate of three dollars (\$3.00) per hour for all of his/her accumulated unused sick leave.

- K. 1. In-service meeting will be paid at the rate of \$50.00 for a full day and \$25.00 for a half day of training sponsored by the district or K.I.S.D. and approved by the employee's supervisor as employee related. Any employees not attending will not be compensated. When in-service is held during regular school day or attendance is required, employees will be compensated at their regular rate of pay.
2. Transportation drivers will be paid at the current rate for training directly related to their job. The stipend covered in this section will be paid for training approved by the Transportation Supervisor for other related training sessions (i.e., Reality Therapy, Technology Training, etc.).

ARTICLE IX
LEAVE WITH PAY

- A. **SICK LEAVE.** Each employee in the bargaining unit shall earn the number of hours equal to his/her normal working hours in a normal work day, per month of employment. Such hours shall accumulate without limit and shall be referred to hereafter as "sick leave bank."
- B. **USAGE.** The hours earned, as outlined above, may be used for the following reasons:
1. Absence due to the employee's physical health or mental disability.
 2. Absence caused by injury on the job which is not covered by Worker's Compensation. NOTE: Wages received from Worker's Compensation plus leave shall not exceed the employee's regular earnings.
 3. Absence caused by the physical health or mental disability of a spouse, child, mother, father or any other dependent residing in the same residence as the employee. This leave is limited to three (3) days for each disability.
 4. Absence caused by the death of an immediate family member*. Such leave shall not exceed five (5) consecutive work days immediately following the death. The first three (3) days of absence shall not be charged to the employee's sick leave bank.

*Immediate family members are a spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, grandparent, grandchild or any other member of the family who clearly have the same relationship as these as determined by the Superintendent. Immediate family members also include any dependent living in the same residence as the employee.
 5. Absence caused by the death of a friend or relative for the purpose of attending the funeral, which shall not exceed one (1) work day.
 6. The Board may grant to an employee, without the request from said employee, sick leave because of physical or mental disability. The Board may request that said employee undergo a physical and/or mental examination, at Board expense, when there is administrative concern over the physical or mental well being of said employee. Upon such request, the employee shall comply and be available for the examination.
 7. Each hour used shall be deducted from the employee's accumulated sick leave bank. In the event the employee's leave bank is without any accumulated hours, the leave used shall be without pay; however, seniority will continue for one (1) year.
- C. **PERSONAL LEAVE.** Employees that do not accumulate vacation time (i.e. bus drivers, food service workers and teacher assistants) shall be allowed three (3) personal days to be deducted from their accumulated sick leave. These days are not to precede or follow holiday

time. In the event of an emergency, which can be documented and for which leave request forms are submitted to the Superintendent, the Superintendent may waive the above extension stipulation and allow the use of the personal day(s).

Employees that accumulate vacation time (i.e. secretaries and custodians) shall be entitled to two (2) personal days to be charged against his/her accumulated sick leave. These days are not to precede or follow holiday time. In the event of an emergency, which can be documented and for which leave request forms are submitted to the Superintendent, the Superintendent may waive the above extension stipulation and allow the use of the personal day(s).

- D. **COURT APPEARANCE.** In the event an employee is summoned for jury duty, a special leave of absence shall be granted for that purpose, provided, he/she present the court order, subpoena or summons to the Board as far in advance of the absence as possible. The employee shall be at work at all reasonable hours when he/she is not serving as a juror. The pay such employee shall be entitled to for such leave shall be his/her normal wage for the time necessarily lost from his/her normal work day less any amount received for such jury duty except expenses received from jury duty.

Any bargaining unit member who is subpoenaed to testify on behalf of the Board during work hours in a work related matter shall suffer no loss of compensation due to his/her required absence from regular duties of employment for the time required.

- E. **OTHER.** The Board may grant leave with pay for other purposes.

ARTICLE X
LEAVES WITHOUT PAY

A. APPROVAL OR DISAPPROVAL.

1. Each employee may, at the discretion of the Board, be granted leave of absence without pay.
2. Request for leave without pay shall be in writing and shall be signed by the employee making the request. The leave request shall be given to the immediate supervisor. Such request shall state the reason(s) for the leave and the date to begin and end the leave. Approval or disapproval shall be given to the employee, in writing, by the Superintendent or his/her designee.
3. No benefits will accrue or be provided to an employee while on such leave except as otherwise stated herein. Upon return from such leave, the employee's unused leave bank, seniority and salary step, which had been accumulated or earned at the time the leave commenced, will be restored to the employee.
4. Absence without written approval may be cause for disciplinary action.
5. Prior to a layoff, the Board agrees to request unpaid leaves of absence.

B. CHILD CARE. The Board shall grant a leave without pay and benefits for "child care" to any employee not to exceed one (1) year under the following conditions:

1. The employee was not granted a leave under Section A above.
2. The child to be cared for is a legal dependent of the employee who is requesting such leave.
3. The employee shall submit such request, in writing, to the Superintendent as soon as the employee is knowledgeable of the need for the leave. The request shall indicate the beginning and ending of the leave.
4. Any employee on such leave shall not be employed elsewhere during the period covered by the leave. If so employed, the leave is void, and, therefore canceled.

C. MILITARY SERVICE LEAVE. Military unpaid leaves of absence shall be granted in accordance with applicable laws. Reinstatement rights shall also be granted in accordance with applicable laws.

D. EXTENDED ILLNESS. The Board shall grant a leave without pay and benefits (except insurance, see Article XI, Insurance) for a period up to twelve (12) months following the usage of the employee's last sick leave day. Leave beyond twelve (12) months may be granted under Section A of this Article.

- E. **FAMILY ILLNESS LEAVE.** Unpaid leaves of absence may be granted for up to one (1) year for a serious illness in the employee's immediate family, which includes a spouse, child, step-child, parent or any other person residing in the employee's household requiring the care and attendance of the employee.

The required care must be such as would be prescribed by a physician or required for incompetence or incapacitation of the relative requiring care. In granting said leave, the Board may require verification of the illness of the family member.

- F. **RETURN FROM LEAVE OF ABSENCE.** During an authorized unpaid leave of absence, the Board reserves the right to fill the position of the absent regular employee with a substitute. At least fifteen (15) calendar days prior to the date a leave is scheduled to expire, the employee shall notify the Superintendent of the intent to return to work. Failure by the employee to give notice of return shall be deemed a resignation. Upon expiration of the leave, the employee will be returned to his/her position if in existence or if not, to a comparable position. Return shall be subject to the operation of the reduction of personnel procedures of this Agreement.

ARTICLE XI
INSURANCE

A. BUILDING CUSTODIAL COORDINATORS, CUSTODIANS, MAINTENANCE, ASSISTANT BUS MECHANICS, MEDIA ASSISTANTS, MEDIA CLERKS, SECRETARIES, TEACHER ASSISTANTS, SECURITY GUARD, BUS DRIVERS, BUS ASSISTANTS, AND FOOD SERVICE WORKERS.

1. **Medical Care Insurance.** Implement MESSA Choices II at the earliest possible date to be paid in full by the district for employees working 36 hours or more per week. Employees may continue MESSA Super Care I coverage; however, employees who make this choice will pay the difference in premium between MESSA Choices II and MESSA Super Care I.

Reimbursement of deductibles is discontinued by the district.

Employees may become members of the hospital, medical and surgical insurance plan. The Board shall provide the following coverage:

| | |
|-------------------|--|
| PLAN A | MESSA Choices II or MESSA Super Care I (as indicated in 1.) |
| Delta Dental Plan | 60/60/60 co-pay, \$2,000 Class I, II, & III Max. two cleanings per year |
| Negotiated Life | \$5,000 AD&D |
| Vision | VSP-1 |
| MESSA | Hearing Aid Rider |
| LTD | 66 2/3 - 90 day wait, \$2,000 per month max., modified fill |

Full time employees opting to take Super Care I will pay the difference in premium subscriber rates between MESSA Choices II and Super Care I.

Employees who work less than 36 hours will pay the pro-rated subscriber rate for MESSA Choices II or when opting for Super Care I.

Subscriber rates are: single person to single person, two person to two person, and full family to full family as described in MESSA Choices II and/or Super Care I.

The Board shall provide 100% coverage for the calendar year for all employees working thirty-six (36) or more hours per week enrolled in Plan A. All employees working less than thirty-six (36) hours per week and enrolled in Plan A shall have their insurance pro-rated based on thirty-six (36) hours per week for the calendar year.

2. **Options.** Those employees not participating in Plan A and working thirty (30) or more hours per week shall elect Plan B. The Board will provide 100% coverage for all those employees for the calendar year.

| | | |
|--------|---------------------------------|---|
| PLAN B | Delta Dental Plan | (75/75/60/60) \$1,000 max, \$1,000 on Class I, II, III benefits, max. two cleanings per year & IV |
| | Vision | VSP-3 |
| | Negotiated Life | \$10,000 AD&D |
| | MESSA/MEFSA Options & Annuities | \$40.00 per month |
| | LTD | 66 2/3, 90 day wait, \$2,000 per month max., modified fill |

*This new Plan B1 applies to the employees mentioned below who work twenty (20) or more hours per week, and who are not in Plan A. The Board will provide 100% coverage for all those employees for the calendar year.

Beginning the month of August 2004, those members who choose to drop their dental and vision coverage will receive \$71.00 per month through June 30, 2007.

| | | |
|---|-------------------|--|
| PLAN B1 (for Bus Drivers, Bus Assistants and Food Service Workers only) | | |
| | Delta Dental Plan | (75/75/60/60), \$1,000 max. \$1,000 on Class I, II, III benefits, max two cleanings per year |
| | Vision | VSP-3, & IV |
| | Negotiated Life | \$10,000 AD&D |
| | LTD | 66 2/3, 90 day wait, \$2,000 per month max., modified fill |

Those employees not participating in Plan A, Plan B or Plan B1, and working less than thirty (30) hours per week, shall elect Plan C. The Board will provide 100% coverage for all these employees for the calendar year.

| | | |
|--------|-------------------|---|
| PLAN C | Delta Dental Plan | 60/60/60 |
| | Vision | VSP-3 |
| | LTD | 66 2/3 - 90 day wait, \$2,000 per month max., modified fill |

- Each employee will be granted MESSA LTD insurance at 66 2/3 with \$2,000 per month maximum with a 90 day waiting period (modified fill).
- This program includes a \$5/\$10 prescription card.

NOTE: If both the employee and his/her spouse have the option to select insurance benefits with his/her employer in lieu of hospital medical insurance coverage, one (1) must choose an optional package of insurance fringe benefits. If the Sparta Area Schools employee's spouse does not have the option to choose insurance coverage or fringe benefits with their employer, the employee shall so indicate by requesting a letter from the spouse's employer to be sent to the Sparta Area Schools. Employees with spouses working for other employers provided with insurance fringe benefits

and lacking a choice in selection of insurance benefits received shall have a right to select any of the plans offered under the effective Master Agreement.

5. To the extent permitted by law, the Board will administer the benefits provided under the terms of this contract through the tax exempt payments via section 125 IRS plan.
- B. **ENROLLMENT/CONTRIBUTIONS**. Employer contributions shall begin, in the case of new enrollees, the first month following the time the employee begins his/her duties provided, however, the employee has submitted the necessary application forms and documents. Coverage will terminate on the effective date of resignation or other termination of employment or on June 30th of the school year in which the employment terminated, whichever comes first.
- C. **CHANGES**. Changes and/or additions to the insurance plan can only be made during open enrollment periods. Except, however, when a change in marital, family or job status necessitates a change.
- D. **TERM LIFE**. The Board agrees to pay the full premium for Term Life Insurance (carrier determined by bids) in the amount of \$10,000 for each employee.
- E. Any bargaining unit member working with any school student is covered as an agent for the school under the Board's liability policy in the amount of \$3,000,000. The insurance shall specifically cover personal liability for the employee(s) providing such services. The Association will be provided a copy of the policy and any riders thereto.
- F. **EXHAUSTED SICKLEAVE**. The Board shall continue to pay the insurance premium for three (3) months after the employee has used all of his/her leave provided the employee has applied for leave pursuant to Article X (Leaves Without Pay).
- G. **UNEMPLOYMENT COMPENSATION INSURANCE**. School year employees shall not be eligible to collect unemployment benefits during the summer unless they have been laid off as per Article VI (Layoff and Recall) or the current unemployment compensation regulations and/or laws are rescinded or amended by action of the legislature.

ARTICLE XII
HOLIDAYS

A. **HOLIDAYS.** The Board agrees to pay employees holiday pay based upon the number of hours regularly scheduled for the employee as outlined in Article V (Working Conditions).

1. **Secretaries.** Paid holidays for secretarial employees shall be subject to the school calendar. Generally, paid holidays shall be:
 - 4th of July (if working)
 - Labor Day
 - Thanksgiving (two days)
 - *Christmas Vacation
 - *Spring Vacation
 - Good Friday - half (.5) day holiday
 - Memorial Day

*Christmas and Spring vacations will be all time off and one-half (.5) time paid.

2. **Building Custodial Coordinators, Custodians, Assistant Bus Mechanics, and Maintenance.** Paid holidays for these employees shall be:

- 4th of July
- Labor Day
- Thanksgiving (two days)
- Christmas (four days)
- Good Friday - .5 day work; full pay
- Memorial Day
- Two (2) floating holidays (request must be made through the Maintenance Supervisor)

3. **Teacher Assistants, Media Assistants, Media Clerk, Bus Drivers, Bus Assistants, Security Guard, and Food Service Workers.** Paid holidays for these employees shall be:

- 4th of July (if working)
- Labor Day (if working)
- Thanksgiving (two days)
- Christmas Day
- New Year's Day
- Good Friday - .5 day holiday
- Memorial Day
- Parent-Teacher Conference days (1 day)

B. **HOLIDAY PAY REQUIREMENTS.** The above provisions apply only to employees who have completed ninety (90) days of continuous service to the employer. In addition, the employee must complete his/her last scheduled work day prior to the holiday and commence work at the scheduled time on his/her next scheduled work day after the holiday. If the

employee is absent due to illness, the Superintendent or designee may require medical verification from the employee to qualify the employee for the holiday. If the employee has an approved day off, the day prior to or following the holiday, he/she shall be eligible for and receive holiday pay or benefits.

ARTICLE XIII
VACATION TIME

A. SECRETARIAL, ASSISTANT BUS MECHANICS, CUSTODIANS, BUILDING CUSTODIAL COORDINATORS, AND MAINTENANCE.

1. **Eligibility.** Twelve (12) month employees are considered full time and are eligible for vacation. Less than full time employees are eligible for vacation on a pro-rated basis as outlined in Section B of this Article.
2. **Accrual.** Each employee shall, as of the first of July of each year, be entitled to receive a vacation as accrued and vacation pay based upon his/her length of service, as follows:

| LENGTH OF SERVICE | LENGTH OF VACATION | ASST. BUS MECH. CUSTODIANS MAINTENANCE VACATION PAY | SECRETARIES VACATION PAY |
|--------------------|---|--|---|
| Less than one year | Pro-rated on one week based upon the percentage of the year employed | Pro-rated on 40 hours | Pro-rated on 37/40 hours 40 hour secretary pro-rated at 40 hours |
| 1-2 years | Pro-rated on two weeks based upon the percentage of the year employed | Pro-rated on 80 hours | Pro-rated on 74/80 hours 40 hour secretary pro-rated at 80 hours |
| 2-5 years | 2 weeks | 80 hours | 74/80 hours 40 hour secretary pro-rated at 80 hours |
| Over 5 years | 2 weeks plus 1 day per year to a limit of three weeks at ten years | 80 hours plus 8 hours per year to a limit of 120 hours | 74 hours plus 7.5/8.5 hours per year to a limit of 111 hours. 40 hour secretary pro-rated at 80 hours. |

After:
 12 years 16 days
 14 years 17 days
 16 years 18 days
 18 years 19 days
 20 years 20 days

B. SECRETARIAL

1. **Designation of Vacation Time.** Preferably, vacations will be taken between the week after school closes in June and one (1) week before the opening of school.
2. **School Year Vacations.** Vacations during the school year will be allowed for all eligible employees.
3. **Limitation on School Year Vacations.** If vacations are to be taken during the school year, there shall be a limit of one (1) secretary per week in each building allowed. Seniority will take precedence if two (2) or more employees, per position, in the building make application.
4. **Proration of Vacations.** Vacation will be allowed on a pro-rated basis according to the schedule in Section A 2. Those employees working at least 1751 hours will receive 100% of the earned vacation. Those employees working at least 1616 hours will receive 92% of the earned vacation. Those employees working at least 1480 hours will receive 84% of the earned vacation. These hours worked do not include vacation time for less than full time employees.
 - a. Full time employment will be based on the projected total hours of employment.

C. ASSISTANT BUS MECHANICS, CUSTODIANS, BUILDING CUSTODIAL COORDINATORS, AND MAINTENANCE.

1. Preferably, vacations will be taken in the summer (four [4] day week schedule) or any week during the school year when students have a full week off.
2. Vacations during the school year must adhere to the following procedures:
 - a. Application must be made to the Superintendent two (2) weeks prior to the commencement of the vacation.
 - b. A limit of one (1) employee, per position, per week in the district shall be allowed.
 - c. Seniority will take precedent if two (2) employees, per position, in the district make application on the same day.
 - d. Vacation requests shall be answered within two weeks of the request.

D. TEACHER ASSISTANTS, SECURITY GUARD, MEDIA CLERK, MEDIA ASSISTANTS, BUS DRIVERS, BUS ASSISTANTS, AND FOOD SERVICE WORKERS. These employees will not be allowed vacation time or pay.

E. USE OF VACATION UPON TERMINATION. Each employee who retires or decides to terminate his/her employment with the District shall utilize his/her earned/accrued vacation time before leaving the District.

ARTICLE XIV
GRIEVANCE PROCEDURE

A. DEFINITIONS.

1. A "grievance" is a claim by one (1) or more employees, or the Association, stating that there has been an alleged improper application or violation of this Agreement.
2. An "aggrieved employee" is the employee (or employees), or the Association who is directly affected by the allegation and, therefore, will make the claim.
3. Association grievances will be for the purpose of protecting the integrity of this Agreement and not to advance any issue or concern against the will of an affected bargaining unit member. Association grievances will commence, in writing, at Level Two.
4. The Association President may file a class action grievance provided all employees within a given position (see Article I, Recognition) are equally and directly affected.

B. GRIEVANCE FORM. The grievance form found in Appendix B shall be utilized in the processing of grievances. Copies can be obtained from the Association representatives in each building or the Building Supervisor. The school district shall furnish additional copies of the forms with the publication of successor agreements as needed.

C. PROCEDURE.

1. Since it is important that grievances be processed as rapidly as possible, the number of days (work days which mean Monday -Friday excluding holidays identified previously) indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement, which shall be placed in writing by the requesting party between the Association President or designee and the Superintendent or designee.
2. **Level One (Immediate Supervisor).** An employee shall, within ten (10) working days of the occurrence of the event upon which the grievance is based, orally discuss the matter with his/her immediate supervisor with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, he/she shall file the grievance in writing. The written grievance must be submitted to the aggrieved employee's immediate supervisor within ten (10) working days of the occurrence of the grievance. A written answer shall be given within three (3) working days following receipt of the written grievance.

3. **Level Two (Assistant Superintendent).** If the answer of the immediate supervisor is not satisfactory to the aggrieved, the aggrieved may present the grievance to the Assistant Superintendent not more than five (5) working days following the answer received in Level One. The decision of the Assistant Superintendent shall be given, in writing, within five (5) working days following receipt of the grievance.

4. **Level Three (Superintendent).** If the answer of the Assistant Superintendent is not satisfactory to the aggrieved, the aggrieved may present the grievance to the Superintendent not more than five (5) working days following the answer received in Level Two. The decision of the Superintendent shall be given, in writing, within five (5) working days following receipt of the grievance.

5. **Level Four (Binding Arbitration).** If the decision of the Superintendent is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association to the Superintendent within ten (10) working days after receipt of the Superintendent's decision. An impartial arbitrator shall be selected from a panel of five (5) qualified persons prepared by the American Arbitration Association in accordance with its procedures which shall likewise govern the arbitration hearing.

a. The power of the arbitrator shall be limited to:

1. The interpretation concerning the application of the expressed terms of this Agreement.
2. He/she shall have no power to alter, add to or subtract from the terms of this Agreement as written.
3. The determination as to whether the Board has violated the expressed article(s) or section(s) of this Agreement, with it being understood that any matter not specifically set forth in this Agreement remains within the reserved rights of the Board.

b. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature, i.e., employment during the period of time for which back pay is claimed.

c. The decision of the arbitrator shall be binding on all parties involved.

d. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them.

ARTICLE XV
NO WORK STOPPAGE

- A. **WORK STOPPAGE.** During the terms of this Agreement, the Association or the employee(s) nor any person acting in its behalf will cause, authorize, support, or take part in any work stoppage against the Sparta Area Schools. A work stoppage shall be defined as the concerted failure to report for duty, or willful absence of any employee from his/her employment position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment.

- B. **ASSOCIATION VIOLATION.** Any violation of this Article by the Association shall mean that the Association may be held liable by court of competent jurisdiction for any and all damages and costs (including legal fees) suffered by the Board as a result of such violation.

- C. **EMPLOYEE VIOLATION.** Any violation of this Article by an employee shall be cause for disciplinary action against such employee. The degree of disciplinary action shall be at the discretion of the Board.

ARTICLE XVI
BOARD RIGHTS

- A. **AUTHORITY.** Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board.
- B. **MANAGEMENT.** Except as expressly abridged or modified by this Agreement or by Act 379 of Public Acts of 1965, the powers, rights, authorities, duties and responsibilities shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer;
 2. Continue its rights, policies and practices of assignment and direction of work of all its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to layoff employees;
 4. Determine the service, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, and the means, methods, the automation thereof or changes therein, the instruction of new and/or improved methods or changes therein;
 5. Adopt reasonable rules and regulations;
 6. Determine the qualifications of employees, including physical conditions, testing and training of employees;
 7. Determine the number and location of the Board's 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, services, maintenance or distribution of work and source of materials and supplies;
 9. Determine the financial policies including all accounting procedures and all matters pertaining to public relations;

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement; and

11. Determine and redetermine job descriptions.

C. CONFLICTS. The Board shall not abridge or act in conflict to the specific provisions of this Agreement or violate the rights of any employee specifically provided for in this Agreement.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

- A. **AGREEMENT**. The provisions of this Agreement shall supersede the rules, regulations or practices of the Board, providing the content of such rules, regulations or practices are contrary to the provisions of this Agreement.
- B. **CONTRARY TO LAW**. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall be deemed invalid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVIII
AGREEMENT AND DURATION

- A. **AGREEMENT.** Both the Board and the Association have entered into and conducted extended and good faith negotiations where each party has had the right and opportunity to make proposals with regard to all bargaining subjects. Agreement has been reached between the Board and the Association including formal ratification by the Association and official approval by the Board of the terms herein.
- B. **AGREEMENT COPIES.** The Board will provide each employee with a copy of this Agreement and will provide each new employee with a copy within one (1) week of their employment. Each employee shall sign and date a receipt indicating they received the Agreement. Said receipt shall be placed in their personnel file. The Board will provide the Association President with ten (10) copies.
- C. **DURATION OF THE AGREEMENT.** This Agreement shall be effective upon ratification by both parties and shall expire on June 30, 2007. Wages shall be retroactive to July 1, 2004. In the interest of obtaining a mutually agreeable successor contract, notice of intent to negotiate will be given on or before April 2, 2007, by either party expressing a desire to open negotiations.
- D. **MUTUAL CONSENT.** Nothing in this Agreement shall require either the Board or the Association to negotiate during the term of this Agreement. However, this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the Board of Education and the Association, in writing, and signed by representatives of the Board and the Association.

Signatures. In witness thereof, the parties have caused this Agreement to be executed on their mutual behalf through their duty authorized representatives, in signatures hereafter given.

For SESPA (NEA - MEA - KCEA)

For Sparta Area Schools

SESPA President

School Board President

MEA Representative

Assistant Superintendent

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Signatures
on file.

APPENDIX A

WAGES AND RETIREMENT

- A. WAGES
 2004-05 - 1.5%
 2005-06 - 1.5%
 2006-07 - Salary Reopener

| 1. BUILDING CUSTODIAL COORDINATOR | 2004-05 | 2005-06 |
|--|----------------|----------------|
| Area Schools | 15.46 | 15.69 |
| Elementary Schools | 15.89 | 16.13 |
| Ridgeview | 16.18 | 16.42 |
| Middle School | 16.18 | 16.42 |
| High School | 16.28 | 16.52 |
| 2. CUSTODIANS | 2004-05 | 2005-06 |
| 0-1 | 12.35 | 12.54 |
| 2-3 | 13.39 | 13.59 |
| 4-5 | 14.41 | 14.63 |
| 5+ | 15.31 | 15.54 |
| 3. TEACHER ASSISTANTS | 2004-05 | 2005-06 |
| 0-1 | 9.68 | 9.83 |
| 2-3 | 10.57 | 10.73 |
| 4-5 | 11.75 | 11.91 |
| 5+ | 12.74 | 12.93 |
| 4. SPECIAL EDUCATION ASSISTANTS | 2004-05 | 2005-06 |
| 0-1 | 10.42 | 10.58 |
| 2-3 | 11.36 | 11.53 |
| 4-5 | 12.50 | 12.69 |
| 5+ | 13.49 | 13.69 |

| | | |
|---|----------------|----------------|
| 5. MEDIA CLERK | 2004-05 | 2005-06 |
| 0-1 | 11.41 | 11.58 |
| 2-3 | 12.63 | 12.82 |
| 4-5 | 13.82 | 14.03 |
| 5+ | 15.04 | 15.27 |
| Benefits will include all benefits provided to teacher assistants plus a \$500 yearly stipend for completing three semester college hours in computers or two community education classes in computers. | | |
| 6. SECRETARIES | 2004-05 | 2005-06 |
| 0-1 | 10.98 | 11.15 |
| 2-3 | 12.24 | 12.42 |
| 4-5 | 13.84 | 14.05 |
| 5+ | 15.10 | 15.33 |
| 7. ASSISTANT BUS MECHANIC | 2004-05 | 2005-06 |
| | 17.08 | 17.34 |
| 8. SECURITY GUARD | 2004-05 | 2005-06 |
| 0-2 | 10.96 | 11.13 |
| 3-5 | 11.42 | 11.59 |
| 5+ | 11.88 | 12.06 |
| 9. MAINTENANCE | 2004-05 | 2005-06 |
| Level I | 17.08 | 17.34 |
| Level II (Skilled Trade) | 18.08 | 18.35 |
| 10. BUS DRIVERS | 2004-05 | 2005-06 |
| 1 | 12.83 | 13.02 |
| 2 | 13.55 | 13.75 |
| 3 | 14.23 | 14.44 |
| 4 | 14.97 | 15.19 |
| 5 | 15.66 | 15.89 |
| 11. BUS ASSISTANTS | 2004-05 | 2005-06 |
| 1 | 8.25 | 8.37 |
| 2 | 8.95 | 9.08 |

| 12. BUS ASSISTANTS, continued... | 2004-05 | 2005-06 |
|----------------------------------|---------|---------|
| 3 | 9.65 | 9.79 |
| 4 | 10.71 | 10.87 |
| 5 | 12.07 | 12.25 |

The Bus Assistant assigned to the Lincoln Run will receive 25 cents per hour more than the wage listed for Bus Assistants.

NOTE: For Bus Drivers and Bus Assistants, all trips and meetings will be paid at \$7.75/hour, except inservices that are not required but approved by the Transportation Supervisor paid according to Article VIII Section K. For Bus Drivers and Bus Assistants, all trip and meetings will be paid at \$7.75/hour.

| 13. FOOD SERVICE | 2004-05 | 2005-06 |
|------------------|---------|---------|
| 0-90 | 9.11 | 9.25 |
| 91-1 year | 10.08 | 10.23 |
| 1-3 years | 10.58 | 10.74 |
| 3-5 years | 11.13 | 11.30 |
| Over 5 years | 11.54 | 11.71 |

The Food Service Director will make bonus recommendations in conjunction with the Superintendent and the school board. Each year of this three year contract (04-05, 05-06, 06-07) the bonus will be dictated by the yearly operational budget generated through the food service department. The bonus will be paid to each employee working 8 hours per day. The bonus will be pro-rated for all employees who work less than 8 (eight) hours per day.

14. LONGEVITY PAY

Bargaining unit members who have completed nine (9) or more years of service to the Sparta Area Schools shall receive in longevity pay:

2004-05

10 through 18 years \$.26 per hour additional
 19 years or more \$.41 per hour additional

2005-06

10-18 years \$.27 per hour additional
 19 years or more \$.42 per hour additional

Longevity pay shall be accorded to the employee effective on the employees' anniversary date.

15. Members of the bargaining unit required to utilize their own vehicles for conducting school related job responsibilities will be reimbursed mileage according to the SEA contract (see SEA provision 7.4) or no less than \$.21 cents per mile, whichever is greater.

APPENDIX B

GRIEVANCE REPORT FORM
SPARTA AREA SCHOOLS

Grievance # _____

Distribution of Form

1. Superintendent
2. Supervisor
3. Association
4. Employee

GRIEVANCE REPORT

| Building | Assignment | Name of Grievant | Date Filed |
|----------|------------|------------------|------------|
|----------|------------|------------------|------------|

LEVEL I - Immediate Supervisor

Date cause of grievance discovered: _____

1. Statement of Grievance (article/section violated): _____

2. Relief sought: _____

Signature Date

Signature Date

Disposition by Supervisor: _____

Signature Date

Position of Grievant and/or Association:

Signature Date

Signature Date

LEVEL TWO - Assistant Superintendent

Date received by Assistant Superintendent: _____

If additional space is needed in reporting Sections B1 and 2 - attach sheet

Disposition of Assistant Superintendent: _____

Signature Date

Position of Grievant and/or Association: _____

Signature Date

Signature Date

LEVEL THREE - Superintendent

Date submitted to Superintendent: _____

Disposition of Superintendent: _____

Superintendent's Signature

Date

LEVEL FOUR - Arbitration

Date submitted to Arbitration: _____

Disposition and Award of Arbitrator: _____

Arbitrator's Signature

Date

APPENDIX C

HEALTH CARE PROCEDURE AUTHORIZATION
for
STUDENTS WITH SPECIAL HEALTH CARE NEEDS

Name: _____

Address: _____

Parent/Guardian: _____

Address (if different): _____

Phone: _____

Physician: _____ Phone: _____

Note to physician: Should you have any questions regarding this request, please contact _____ (teacher) at _____ or the Director of Special Education, _____, at _____.

I. Verification of Medical or Health Status:

- A. Attach pertinent reports or records (see signed Release of Information)
- B. Identify any medical or health concerns that are not addressed in A above.

II. Procedures/Interventions:

- A. List health care procedures/interventions required and their frequency.
- B. Identify any additional restrictions or modifications in school activities or health care that would be necessary for the student to participate in the school.
- C. Identify additional special equipment, aids, restraints or mobility assistance needed for the student to safely participate in school.
- D. Identify training required for staff to provide the supervision or interventions addressed in II A.

Signature of Physician

Date

Signature of Parent/Guardian

Date

APPENDIX D

TEACHER ASSISTANT POSITION INFORMATION

Name: _____
Last First

Position: _____
Reg Ed/Sp.Ed/Title 1

Place: _____
Building and work area (classroom, copy room, library, etc.)

Teacher: _____
Classroom teacher/grade level teachers/etc.

Hours: _____
Exact number of working hours with starting time and ending time

Outside Duty: _____
Amount of daily time worked outside

Job Summary (Give a brief summary of the main duties assigned to you in this position):

APPENDIX D-1

TEACHER ASSISTANT SENIORITY/JOB SUMMARY
2003-04

EXAMPLE

| NAME | POSITION | PLACE | TEACHER | HOURS | OUTSIDE DUTY |
|---|-------------|--------------|-----------------------|-----------------|--------------|
| Staff 1 | Regular Ed. | RV library | All | 8:40-3:40 (6.5) | 20 minutes |
| Job summary: a.m. bus duty, catalog/maintain books, bulletin boards, inventory, assist Media Clerk. | | | | | |
| Staff 2 | Sp.Ed. | RV Safe Room | All | 8:40-4:00 (6.5) | 1 1/3 hours |
| Job summary: a.m. recess, Safe Room, attendance/lunch count, assist copy room/library. | | | | | |
| Staff 3 | Title 1 | RV classroom | 4 th grade | 9:00-3:30 (6.0) | 30 minutes |
| Job summary: lunchroom/noon recess, 1-on-1 (or group) with Title 1 students, assist classroom teacher with individual student needs, research/create lesson plans, correspond with parents. | | | | | |

APPENDIX E

U.S. Department of Labor
Program Highlights

Fact Sheet No. ESA 93-24

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The Family and Medical Leave Act of 1993 (FMLA) was enacted on February 5, 1993.

The new law is effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) is in effect on that date, the Act becomes effective on the expiration dated of the CBA or February 5, 1994, whichever is earlier.

The U.S. Department of Labor's employment Standards Administration, Wage and Hour Division, administers and enforces FMLA for all private, state and local government employees, and some federal employees.

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave each year for specified family and medical reasons. An eligible employee's right to FMLA leave begins on August 5, 1993; any leave taken before that date does not count as FMLA leave.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave; maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protections for employees who request or take FMLA leave. The law also requires employers to keep certain records.

Employer Coverage

FMLA applies to all:

- ▶ public agencies, including state, local and federal employers, local education agencies (schools) and,
- ▶ private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce - including joint employers and successors of covered employers.

Employee Eligibility

To be eligible for FMLA benefits, an employee must:

- ▶ Work for a covered employer;
- ▶ Have worked for employer for a total of at least 12 months;
- ▶ Have worked at least 1,250 hours over the previous 12 months; and,
- ▶ Work at a location where at least 50 employees are employed by the employer within 75 miles.

Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management and the Congress.

Leave Entitlement

A covered employer must grant an eligible employee to a total of 12 work weeks of unpaid leave during any 12 months period for one or more of the following reasons:

- ▶ for the birth or placement of a child for adoption or foster care;
- ▶ to care for an immediate family member (spouse, child or parent) with a serious health condition; or to take a medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

Leave for the birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently - which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- ▶ If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
- ▶ FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee. In no case can use of paid leave be credited as FMLA leave after the leave has ended.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- ▶ any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility;
- ▶ any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
- ▶ continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for prenatal care.

"Health care provider" means:

- ▶ doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
- ▶ podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual

manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice, and performing in within the scope of their practice, under state law;

or,

- ▶ nurse practitioners and nurse-midwives authorized to practice, and performing within the scope of their practice, as defined under state law; or,
- ▶ Christian Science practitioners listed with the First Church of Christ, Scientist of Boston, Massachusetts.

Maintenance of Health Benefits

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Job Restoration

Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- ▶ notify the employer of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- ▶ notify the employee as soon as the employer decides it will deny job restoration and explain the reasons for this decision;
- ▶ offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and,
- ▶ make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.
- ▶ A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work sites.

Notice and Certification

Employees seeking to use the FMLA leave may be required to provide:

- ▶ 30-day advance notice of the need to take FMLA leave when the need is foreseeable;
- ▶ medical certifications supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- ▶ second or third medical opinions and periodic recertification (at the employer's expense); and
- ▶ periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific information when an employee gives notice of FMLA on what is required of the employee and what might happen in circumstances, such as if the employee fails to return to work after FMLA leave.

Unlawful Acts

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to FMLA.

Enforcement

FMLA is enforced, including investigation of complaints, by the U.S. Department's Employment Standards Administration, Wage and Hour Division. If violations cannot be satisfactorily resolved, the Department may begin action in court to compel compliance. An eligible employee may also bring a private civil action against an employer for violations.

Other Provisions

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more general leave rights.

Further Information

For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, Employment Standards Administration.

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