

8999

6/30/92

e

RECEIVED
JUL 1 1992
PERSONNEL DEPT

MASTER AGREEMENT
BETWEEN
KINGSLEY AREA SCHOOL
AND
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

July 1, 1990 - June 30, 1992

Kingsley Area School

TABLE OF CONTENTS

ARTICLE I	Agreement	1
II	Purpose	1
III	Recognition	1-2
IV	Extent of Agreement	2
V	Strikes, Lockouts	2
VI	Grievance Procedure	2-3-4-5
VII	Union Rights and Security	5-6
VIII	Payroll Deductions	6-7
IX	Sub-contracting	7
X	Waiver	7
XI	Employee Rights and Protection	7-8-9
XII	Work Year, Work Week, Work Day	9-10-11
XIII	Working Conditions	11
XIV	Vacancies, Transfers and Promotions	12-13
XV	Seniority	13-14-15
XVI	Reduction in Personnel, Layoff and Recall	15-16
XVII	Work Duties	16-17
XVIII	Insurance	17-18
XIX	Vacations	18-19
XX	Holidays	19
XXI	Leaves	20-21-22-23
XXII	Unpaid Leaves	23
XXIII	Severability	24
XXIV	Board Rights	24-25
XXV	Duration of Agreement	26
	Pay Scales	27
	Appendix A - Grievance Report Form	28-29
	Appendix B - Work Day, Work Week, Work Year	30
	Appendix C - Verification of Leave	31

ARTICLE I

AGREEMENT

This Agreement is entered into effective July 1, 1990, by and between the Kingsley Area Board of Education, hereinafter called the "Employer" and the Michigan Education Support Personnel Association, hereinafter called "MESPA" or "the Union", through its local affiliate.

ARTICLE II

PURPOSE

- A. This agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Union.
- C. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule, or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE III

RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive and sole bargaining agent for the purposes of collective bargaining, and that, pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 366 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the Employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all personnel who are within the appropriate bargaining unit, described and defined as:

All full-time and regular part-time Custodian/Maintenance, Cafeteria Staff, Secretaries, Bus Drivers, and Para Professionals of the Kingsley Area Schools, excluding confidential employees, supervisors, substitutes, and other part-time employees and all other employees of the Kingsley Area Schools.

- B. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.

ARTICLE IV

EXTENT OF AGREEMENT

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

ARTICLE V

STRIKES-LOCKOUTS

- A. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any Employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system for the duration of this Agreement.
- B. Lockout: The Employer agrees that it will not lock out any Employee during the term of this Agreement.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definition:

A grievance shall be defined as a claim or complaint by an Employee or group of Employees or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

- (a) Written grievances as required herein shall contain all information as required on Appendix A-Grievance Form. Any written grievance not in accordance with the above requirements may be rejected as improper.
- (b) The following matter shall not be the basis of a grievance filed under the procedure outlined in this Article: the termination of services or failure to re-employ any probationary Employee unless the basis for discharge is due to legal union activities.

Section 2. Hearing Levels

Informal Level: When a cause for complaint occurs, the affected Employee(s) shall within ten days (10) of the alleged contract violation request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Union may be notified and a representative thereof present with the Employee at such meeting. If the Employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

Formal Level 1: If a complaint is not resolved in a conference between the affected Employee(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. It shall be submitted, in writing, within five (5) days of the meeting with the supervisor and the Employee. A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Union.

Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or designee. Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Union on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Union and the grievant(s).

Formal Level 3: If the Union is not satisfied with the disposition of the grievance at Level 2 by the Superintendent or designee, or if no disposition has been made within the period above provided, the Union may, within five (5) days, submit the grievance to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, not later than its next regular meeting or within ten (10) days, whichever shall be later, will hold a hearing on the grievance. The Board shall allow the Union an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from hearing the grievance, the Board shall render its decision in writing. A copy of the written decision of the Board shall be forwarded to the President of the Union.

Formal Level 4: If the Union is not satisfied with the disposition of the grievance at Level 3 by Board of Education or if no disposition has been made within the period above provided, the Union may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. Powers of the arbitrator are subject to the following limitations:

- A. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- B. The arbitrator shall have no power to change established salary schedules, but may rule on the proper placement of persons on the established salary schedule.
- C. The arbitrator shall have no power to change any practice, policy, or rule of the Board.
- D. The arbitrator shall have no power to interpret state or federal law.
- E. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
- F. The arbitrator shall have no power to order punitive damages.

Section 3. Miscellaneous

- A. The term "days" when used in this Article shall mean work days. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.
- B. For the purpose of assisting an Employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Employer shall permit an Employee and/or a Union representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the Employee or any issue in the proceeding in question as required by law. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- C. When an Employee is mutually scheduled to be involved in the grievance procedure during the work day, he/she shall be excused with pay for that purpose.

- D. Should an Employee fail to institute a grievance within the time limits specified, the grievance will not be processed. It is understood that the arbitrator shall have no authority to waive said time limits.
- E. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses and/or legal fees.
- F. Any matter involving content of Employee evaluation shall not be subject to this grievance procedure.

ARTICLE VII

UNION RIGHTS AND SECURITY

The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

Section 1. Special Conferences

Special conferences for important matters will be mutually arranged between the Union President and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer.

Section 2. Bulletin Boards and School Mails

The Union shall be provided with a bulletin board in the bus garage and one in the school lounge for the purpose of posting union materials. Materials shall not be slanderous or malicious. The Union shall also have the right to use the school mails to distribute Union materials.

Section 3. Use of Facilities and Equipment

The Union will be allowed to use school facilities for meetings upon request to and approval of the Superintendent. The Union will be allowed to use school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Union shall pay the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

Section 4. State and National Union Representatives

Duly authorized representatives of the Association shall be permitted to transact legal, official Association business on school property before 7:00 a.m. and after 3:30 p.m. provided this shall not interfere with or interrupt the Employees normal work schedule. Any deviation from the above must be approved by the Superintendent.

Section 5. Union Representation

Employees shall be represented by Union Stewards, or in the absence of the regular Steward, by an alternate Steward. Both Stewards and Alternate Stewards shall be regular Employees of the bargaining unit. The Union shall furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment.

Section 6. Union Leave

The Employer shall allow, at loss of pay, ten (10) hours per month of released time for the handling of Union business as deemed appropriate by the Union President. When the Union meeting is held at the school, the afternoon Custodians will be allowed a maximum of two (2) hours per month to attend a Union meeting and will be allowed to make up the lost time so long as the supervisor has been notified and no emergency exists.

Section 7. Requested Information

The Employer agrees to furnish to the Union, in response to reasonable requests, all available information which may be necessary for the Union to represent its members.

ARTICLE VIII

PAYROLL DEDUCTIONS

- A. The Board shall deduct from the pay of each Employee, from whom it receives written authorization to do so, the amount for the payment of Union dues/fees. Such dues shall be forwarded to the Union no later than twenty (20) days after the deductions were made.
- B. This Article shall be effective for each school year of this Agreement, and all sums payable hereunder shall be determined from the beginning of each school year. Persons becoming members of the collective bargaining unit during the course of a school year shall have their Service Fees/dues prorated over the school year.
- C. The Union will certify, at least annually to the Employer, the amount of said dues and the amount of the Service Fee to be deducted by the Employer, and that said Service Fee/dues includes only those amounts permitted by the Agreement and by law.
- D. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Association for the purpose of payroll deduction of dues, so long as the Employer is in compliance with this Article.

- E. The Board shall make payroll deductions upon written authorization from Employees for annuities, charitable donations, credit unions, savings bonds, or any other plan or programs jointly approved by the Union and the Board.
- F. All credit union deductions made from Bargaining Unit Member's paychecks shall be mailed to their designated accounts on the same date the Bargaining Unit Member's paycheck is issued.

ARTICLE IX

SUB-CONTRACTING

- A. Employer agrees that supervisors or non-unit personnel shall not be used to cause lay-off or reduction of hours of work for Employees regularly employed in the Bargaining Unit.
- B. Non-unit personnel shall not be used to do Bargaining Unit work during school year break times and summer break until all current Bargaining Unit Members wishing to do this work have had an opportunity to fill the available positions. These positions will be posted and bid as outlined in Article XIV - VACANCIES, TRANSFERS AND PROMOTIONS. This provision does not apply to work not financed by the District.

ARTICLE X

WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the district and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement.

ARTICLE XI

EMPLOYEE RIGHTS AND PROTECTION

- A. Non-Discrimination
 - 1. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every Employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of

law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the constitutions of Michigan and the United States of America; that it will not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

2. Nothing contained within this Agreement shall be construed to deny or restrict to any Employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations.
3. The Employer agrees that it will in no way discriminate against or between Employees covered by this Agreement because of their race, creed, religion, color national origin or ancestry, age, sex, marital status, legal political activities, place of residence, or Handicap.

B. Just Cause and Discipline

1. No Employee who has completed his/her probationary period will be disciplined or discharged without just cause. The specific grounds forming the basis for disciplinary action will be made available to the Employee and the Union in writing.
2. Should disciplinary action of any nature occur at a given meeting, the Employee shall be advised immediately. An Employee shall be entitled to have present a Union Representative of his/her choice during any meeting at which disciplinary action occurs. When a request for such representation is made, no action shall be taken with respect to the Employee until such Union Representative is present. This does not preclude any Employee from having representation at any meeting he/she so chooses.

C. Files and Records

1. Upon request, an Employee will have the right to review the contents of all records excluding initial references, of the District pertaining to said Employee originating after initial employment and to have a representative of the Union accompany him/her in such review. At the request of the Employee, the Employer will destroy any negative material in the Employee's file that is older than seven years.
2. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an Employee's personnel file unless the Employee has been given a copy of the material.

Complaints against the Employee of a serious nature shall be put in writing with names of the complainants and administrative action taken. The Employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the Employee is required to sign the material to be placed in his/her file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

D. Assaults

1. Employees are responsible for the control and discipline of students in such places, or at such times that the students may be under the jurisdiction of the Employee. Any assault upon an Employee shall be promptly reported to the Employee's immediate supervisor. The board recognizes its responsibility to give reasonable support and assistance to the Employees with respect to control, discipline and assaults.

ARTICLE XII

WORK YEAR, WORK WEEK, WORK DAY

- A. The normal work year, hours and week are stated in Appendix B. These hours are not a guarantee and may be reduced by the Board for good reason. The Board reserves the right to change the work hours during any given day in order to accomodate the schedule of the student's hours.
 - B. The normal work week for all Employees is Monday through Friday.
 - C. The normal work day for all Employees working over three (3) hours shall include a duty-free uninterrupted lunch hour of at least thirty (30) minutes duration. Said lunch hour shall not count as paid time. However, Kitchen Employees shall receive a paid duty-free thirty (30) minute lunch hour.
 - D. All Employees working seven (7) hours or more per day shall be entitled to two (2) fifteen (15) minute releaf periods per day. Employees working three and one-half (3 1/2) hours or more per day but less than seven (7) hours shall be entitled to one (1) fifteen (15) minute relief period per day. Employees working overtime will be entitled to an additional fifteen (15) minute relief time for every three (3) hours worked. This section shall not apply to Bus Drivers except in the case of extra trips of two (2) or more consecutive driving hours.
- E. Overtime:
1. An overtime or extra trip chart will be posted within each department with the affected Employees listed by order of seniority. Overtime or extra trip opportunities will then be

offered to each Employee in rotation according to listing on the chart. Each Employee has the responsibility to mark on the chart his/her acceptance or rejection of each overtime or extra trip opportunity as it comes to them. If all Employees within the affected department refuse the overtime or extra trip, the least senior Employee who is qualified to perform the work may then be required by the Employer to perform the overtime or extra trip work.

2. All overtime or extra trips must be authorized in writing by a supervisor with a minimum of twenty four (24) hours notice except for an emergency. In case of cancellation, a Bus Driver shall receive a minimum of two (2) hours pay if he/she is not notified at least two (2) hours prior to the trip's departure time.
3. Drivers may not sign up for an extra trip once the total of extra hours and their normal work hours (during that entire week) total forty (40) hours.

Bus Drivers shall have an opportunity to be placed as a first-call substitute; however, they accept the obligation to substitute when called unless they have prior plans which cannot be changed. When more than one (1) regular Driver is available as a first-call substitute, the subbing assignments shall be rotated as equitably as possible, by seniority, among them. Separate rotation lists shall be made for a.m. trips, noon trips, and p.m. trips. Notification for substitutes which the supervisor receives less than one and one-half (1 1/2) hours before the run are excluded from the requirement to call a regular Driver.

- F. All Employees shall be granted a ten (10) minute period prior to the end of the regular work shift in which to put away equipment and supplies and for the purpose of personal clean-up. Bus Drivers shall be granted thirty (30) minutes per day; (fifteen (15) minutes for safety checks and warm-up; fifteen (15) minutes for cleaning.)
- G. With the exception of full-time Custodial/Maintenance personnel, Employees shall not be required to report to their job assignments when schools are closed to students due to inclement weather, or when otherwise prevented by an Act of God, and shall suffer no loss of salary. Custodial/Maintenance Employees shall report to work no later than 10:00 a.m. on these days and will work until 4:00 p.m. but will receive a full day's pay. If the school day is shortened due to an Act of God, Employees (other than full-time Custodians) will be allowed to leave the building within thirty (30) minutes of student dismissal and the Employee will receive the full day's pay.

Any student instruction days lost due to "Act of God" (snow, ice, fog, epidemic, etc.), will be re-scheduled if required by State Statute. In such case, the Employee will receive no additional compensation for working on the re-scheduled days.

- H. Cooks and Kitchen help shall work six (6) hours in advance of the regular school year for clean-up purposes.

ARTICLE XIII

WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. (This shall be in conformance with OSHA, MIOSHA, etc.)
- B. The Employer shall reimburse the Employee up to twenty dollars (\$20) for the loss, damage or destruction of personal property covered by the Board's Liability Insurance Policy, when the loss, damage or destruction can be proven not to be the result of Employee's negligence.
- C. The Employee shall be informed in writing of the procedure to follow in the absence of their immediate supervisor.
- D.
 - 1. Employees required to administer first aid and/or administer medication shall be given a written procedure to follow. If an employee is required to provide a related medical service, the employer will be responsible to provide the employee with proper training in the procedure. The employer will obtain written permission from the student's parent authorizing this service.
 - 2. The Employer agrees to hold the Bargaining Unit Member harmless from any liability incurred in the transportation of Special Education Students to and from school and school related activities when proper care and absence of negligence has been shown.
- E. Volunteer Ambulance/Fire Service: Those Employees who are active volunteer firemen or ambulance attendants for Kingsley Volunteer Services will be released with pay for those emergencies which occur during their work time and for which they are needed and provided they have given notification.
- F. The Employer shall continue to maintain adequate rest areas, lounges, and restrooms for Employee use.
- G. An Employee shall be responsible to only one (1) supervisor per department. Said supervisor to be designated by the Employer at the beginning of each school year with written notification provided to each Employee. Work directions may be given by administrators other than the immediate supervisor.

ARTICLE XIV

VACANCIES, TRANSFERS, AND PROMOTIONS

A. Definitions

1. A vacancy shall be defined as any bargaining unit position either newly created or a present position that is open (not a temporary vacancy) and must be filled.
2. Temporary vacancy is defined as a bargaining unit position which is being held open for the return of a particular Bargaining Unit Member.
3. A summer or break period vacancy is a position which is available only during the summer months or a scheduled break period during the school year, and is not subject to the bargained pay rate and fringe benefit schedule.

B. All vacancies shall be posted in accordance to the procedure included herein:

1. Five (5) copies of each posting shall be forwarded to the Association President in time for him/her to post them for a minimum of five (5) work days before the application deadline.
2. Vacancies shall be posted for a minimum of five (5) work days during the school year, and five (5) calendar days during the summer months, before the application deadline. The employer shall notify Bargaining Unit Stewards of vacancies occurring during the summer months, (June, July, August) by U.S. Mail to their last known address. The Superintendent will be provided with a list of names and addresses prior to the last day of the school year.
3. Postings Shall Contain the Following Information:
 - a. Type of Work
 - b. Location of Work
 - c. Starting Date
 - d. Rate of Pay
 - e. Hours to be Worked
 - f. Classification (s)
 - g. Qualifications
 - h. Supervisor
 - i. Deadline for Application
 - j. Ending Date for Position if Temporary
4. All summer and/or break period positions financed by the District shall be posted to Bargaining Unit Members prior to being posted outside the Bargaining Unit. The rate of pay for these positions shall be as established by the Employer. First

priority in filling these positions shall be given by seniority to Members of the classification where the work exists. Second priority shall be by seniority to Bargaining Unit Members outside the classification. If the position is not filled in this manner, persons outside the Bargaining Unit will be sought.

- C. Vacancies may be withdrawn at any time prior to the listed deadline for application.
- D. Vacancies shall be filled with the most senior applicant from within the affected classification. Employees from other classifications may apply; and will have seniority rights over non-bargaining unit members, if qualified.
- E. Within ten (10) work days after the deadline for application, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant and the Union President shall be so notified in writing.
- F. In the event of promotion in the classification or transfer from one classification to another or recall from layoff, the Employee shall be given a fifty (50) work day trial period in which to demonstrate his/her ability to perform on the new job. During this trial period the Employer has the right to return the Employee to his/her previous position. If the Employee does exercise his/her right to return to the previous position, he/she cannot apply for a different position within the same category for a period of one (1) year unless on layoff at the time of application.
- G. Any Employee asked by a supervisor to temporarily assume the duties of another Employee will be paid the rate for those duties after two (2) consecutive days. Such authorization must be in writing and signed by the Supervisor. Any Employee's pay rate shall not be reduced by any temporary change in duties or because of any involuntary transfer. The two (2) consecutive day requirement shall be waived in the instance when a Cook replaces the Kitchen Supervisor for a minimum of a full day.
- H. Substitutes for positions shall be considered from the bargaining unit for each opening providing the Unit Member meets qualifications for the vacancy.

ARTICLE XV

SENIORITY

- A. Bargaining Unit Members shall have district-wide and classification seniority. District-wide seniority shall be from the last date of hire with the District. Classification seniority shall reflect all days worked in any classification. In the event that more than one (1) individual has the same starting date of work either within the District or within a classification, position on the seniority list

shall be determined by casting lots. Casting of lots shall take place for Employees so effected upon ratification of this contract, and thereafter as Employees are hired.

- B. New Employees hired in the unit shall be considered as probationary Employees for the first forty-five (45) working days (including holidays and school year vacations; excluding summer break) of their employment. Probationary Employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. The Employer shall have the right to discharge probationary Employees and the section is not subject to appeal or grievance as long as the discharge was not for legal Union activities.
- C. For the purpose of seniority, Employees shall be placed in one (1) of the following departments based on their current assignments but reflecting Section A above (i.e., first working day in the District). Employees who hold positions in more than one (1) department shall have their seniority computed per department.
 - 1. Custodial/Maintenance
 - 2. Secretary/Bookkeeper
 - 3. Kitchen
 - 4. Non-instructional Para Professional
 - 5. Instructional Para Professional
 - 6. Library/Media Center Para Professional
 - 7. Bus Driver
- D. The Employer shall prepare the seniority list and provide two (2) copies to the Union President. The initial seniority list shall be prepared within thirty (30) days after the effective date of this Agreement and shall be updated semi-annually thereafter, furnishing a copy to the Union President as it is completed.
- E. Any Employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may, at the option of the Employer, be employed at other work on a job he/she can do without regard to any seniority provisions of this Agreement.
- F. An Employee who transfers to a non-bargaining unit position at a date following ratification of this contract, retains the seniority that he/she has earned as a member of the bargaining unit, up to two (2) years maximum seniority, and cannot apply this seniority to "bump" another bargaining unit member.
- G. Seniority shall be lost due to the following reasons:
 - 1. Termination for just cause
 - 2. Resignation
 - 3. Retirement
 - 4. Failure to return to work at the expiration of a leave of absence, unless given an acceptable reason as determined by the Superintendent.

5. Absence from work for three (3) consecutive working days without notification.
6. Failure to return to work within five (5) working days of receiving a recall notice unless giving an acceptable reason as determined by the Superintendent.
7. Continuous lay-off in excess of thirty (30) months.

ARTICLE XVI

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. Layoff shall be defined as a reduction in the work force and/or a reduction in hours.
- B. No Employee shall be laid-off pursuant to a reduction in work force unless said Employee shall have been notified of said layoff at least five (5) work days prior to the effective date of the layoff.
- C. In the event of a reduction in work force, the Employer shall first lay off probationary Employees, then the least senior Employees. In no case shall a new Employee be employed by the Employer while there are laid off Employees who are qualified for a vacant or newly-created position.
- D. In the event of a reduction in the work hours for any Employee, that Employee may claim seniority over another Employee within his/her classification for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification seniority. In no case shall a reduction of any Employee's work hours take effect until the Employer gives five (5) work days' notice to the affected Employee(s) and the Association President.
- E. A laid-off Employee shall, upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority.
- F. Employees shall be recalled in inverse order of seniority to any position for which they are qualified, and shall be granted a trial period per Article XIV, Section F VACANCIES, TRANSFERS, PROMOTIONS.
- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the Employee is to report back to work. It shall be the Employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled Employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled Employee can report for work providing the Employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An Employee who declines recall to

perform work for which he/she is qualified shall forfeit his/her seniority rights.

- H. Employees on layoff shall retain their seniority for purpose of recall for a period of thirty (30) months.

ARTICLE XVII

WORK DUTIES AND COMPENSATION

- A. Double time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the Employee is entitled to holiday pay for that day.
- B. Extra trips will be computed at seven dollars and fifty six cents (\$7.56) per hour in 1990/91, portal to portal, (seven dollars and ninety five cents (\$7.95) in 1991-92). Hours will be established from the time the Driver leaves the bus garage until the Driver returns. A minimum of fifteen (\$15.00) in 1990/91 and sixteen (\$16.00) in 1991/92 will be paid for all extra trips. Extra trips will be posted and assigned by rotation.
- C. All runs will be bid based upon seniority on a prior announced date in October of each school year.
- D. Ten cents (.10) per hour premium is paid for the afternoon Custodial shift. In addition to the above hourly rate, the Lead Custodian(s) will be paid ten cents (.10) per hour in addition to the hourly rate. The salary differential for Lead Custodian(s) shall be paid during the summer months, Christmas Break and Spring Break.
- E. The Bargaining Unit Member employed in the position set forth on the above salary schedule shall be paid the hourly rate set forth therein during the term of this Agreement.
- F. The increment shall be an increase in salary applicable on the Bargaining Unit Member's anniversary date, which is the date of hire in his/her classification.
- G. The wages or salary shall be paid bi-weekly on such calendar dates as are established by the Board.
- H. Time and one half (1 1/2) will be paid for all hours worked over forty (40) hours in one (1) week.
- I. The Board shall reimburse Bus Drivers for the cost of the Driver's chauffeurs license and C.D.L. license.
- J. Should a Bargaining Unit Member assist in the transportation department for the preparation of buses for inspection, and/or as

an assistant to the Bus Mechanic, he/she shall be paid at the rate of seven dollars (\$7.00) per hour.

ARTICLE XVIII

HEALTH INSURANCE

- A. Health Insurance: For those employees who work seven (7) hours of more per day, the Board shall pay the full cost for the full family health care package for a twelve (12) month period under the districts self-insurance program. This will be the equivalent of MESSA Super Med I (Benefit Lvl. as of 6/10/85).

Health benefits for the employee, employee's spouse, and children, excluding children over the age of 19 unless unmarried and a dependent on Federal Income Taxes under the age of 25.

1. The Board will pay any difference between reasonable and customary costs and what the employee is charged for hospital costs (applies only to costs billed by hospital).
2. The Board will provide \$10,000 life insurance per employee.
3. The board will cover the \$10,000-\$12,000 window.
4. The Board will provide 50/100 deductible.
5. The board will provide LTD (2/3 pay after 120 days).
6. The Board will provide a selective option package.
7. Prescription coverage will have a \$3.00 co-pay.
8. Includes two well-baby visits within one year of birth.
9. Pre-certification program to be included as per ValuTrac Program.

At the end of 2 years and periodically thereafter a committee consisting of the Superintendent and a KESPA representative will evaluate the insurance, with the option of re-negotiating insurance by mutual agreement. Employees electing not to receive full family health insurance benefits, and those employees requiring only single subscriber health insurance benefits, shall receive one hundred and twenty (\$120.00) dollars per month to apply toward a selective option package or an annuity if employed seven (7) or more hours. Employees working less than seven hours per day are entitled to apply five dollars (\$5.00) for each hour worked per ~~month~~ ^{day} toward an annuity. (Example: An employee working two hours per day for five days a week is entitled to \$10.00 per month to put toward an annuity.) (An employee working less than five days a week is ineligible.)

- B. Dental: The Board shall provide at no cost to the employee the SET 50-50-50- Dental Plan with incentives with a cap on orthodontic care of \$1,500 in 1990-91 and 1991-92 and with a cap of \$2,000 in 1992-93.
- C. The Board will provide at no cost to the employee, a vision plan comparable to the Silver Star Plan (as of 5-1-90) offered by the AFL-CIO.
- D. One physical will be paid per contract year for each KESPA staff member at a rate not to exceed \$50.00.
- E. Any amount allowed toward insurance may not be paid to an Employee in cash.
- F. Employees working less than seven (7) hours per day, but more than four (4) hours per day, will receive twenty five percent (25%) in 1990-91 and thirty percent (30%) in 1991-92 of their annual wage as the employer's contribution to their insurance plan. The employer's contribution shall be calculated as follows: Employees rate of pay multiplied by number of daily hours times number of work days (Appendix A) equals annual wage. The calculation for drivers shall be salary multiplied by the above percentage as the Employer's contribution toward their fringe benefit package. (Employees insured through the district prior to July 1, 1990, are not subject to the four (4) hour stipulation.

ARTICLE XIX

VACATIONS

- A. All full-time regularly employed Custodian/Maintenance shall earn vacation according to the following schedule:
 - Completion of six (6) months-up to 3 days to be deducted from the 10 days.
 - Completion of first year -10 days per year
 - Completion of ten years -15 days per year
- B. School Secretaries shall be credited vacation according to the following schedule:
 - 1-10 years of service - 2 vacation days
 - 11-20 years of service - 3 vacation days
 - 21 + years of service - 5 vacation days
- C. Vacation may be taken all at once or scheduled throughout the calendar year, but vacation may not be used for less than a one (1) day period. Vacation schedules must be approved by the supervisor who will give consideration to the Employee's request and the need to maintain service. In no case shall an Employee forfeit paid vacation leave eligibility due to a lack of approval by supervision. Seniority shall prevail in the event of schedule conflicts between Employees.

- D. In case of layoff, death or retirement or a quit with two (2) weeks notice, the Employee will be paid for all unused vacation.
- E. Normally, vacation will not accumulate from year to year. Should an Employee be unable to schedule his/her vacation, and providing that the supervisor gives written approval, he/she shall have a choice of receiving pay for that time and/or extending accumulation to the following year.

ARTICLE XX

HOLIDAYS

A. Holiday Benefits

- 1. The following holidays shall be considered as paid holidays for Custodial/Maintenance and Secretarial Employees: .

- a. Labor Day
- b. Thanksgiving
- c. Day after Thanksgiving (Custodian/Maintenance only)
- d. Christmas
- e. New Year's Day
- f. Memorial Day
- g. Independence Day (Custodian/Maintenance only)
- h. November 15 (Deer Hunting)

- 2. The following holidays shall be considered as paid holidays for all other unit personnel:

- a. Christmas (effective 88/89 school year)
- b. Thanksgiving (effective 89/90 school year)
- c. November 15 (Deer Hunting) (effective 90/91 school year)

- B. Should a holiday fall on Saturday or Sunday, either Friday or Monday shall replace that day.
- C. To qualify for holiday pay, the Employee must work the scheduled work day immediately prior to and the scheduled work day immediately following the holiday. Exceptions in the case of illness or emergency may be made with approval of the supervisor.
- D. The Employee must complete their probationary period prior to qualifying for holiday pay.

ARTICLE XXI

LEAVES

A. Procedure upon the use of leaves:

Any Employee upon using leave must file Appendix D with the main office no later than two (2) working days following use of leave. Said Employee must be notified within five (5) working days when leave is denied.

B. Sick Leave

1. Sick leave will be granted upon the commencement of the contract school year with no limit on the accumulation. Twelve (12) month employees shall be credited with twelve (12) days of leave; Secretaries will receive eleven (11) days of leave; All other Employees shall receive ten (10) days of leave.
2. Sick leave is basically an insurance and covers illness, disability procedures, injury, or unavoidable quarantine of Employee. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.
3. Illness in the Family:
 - a. Each Employee shall be entitled to use three (3) of his sick leave days per year for sickness in the immediate family. For this use immediate family is defined as spouse, children or any other person the Employee is unavoidably responsible for. An Employee may not use his business time for this purpose.
 - b. An Employee may use additional sick leave days for sickness in the immediate family only with specific approval of his supervisor.
 - c. At the Employees option, the cost of a sitter may be reimbursed at the Board's expense, to cover illness in the family. In such instances this will count as a sick day used and toward the maximum days allotted for sickness in the family. Reimbursement shall be at a prevailing wage and shall not exceed the daily rate of a substitute Employee.
4. A statement will be presented to each Employee at the beginning of the school year showing accumulated leave.
5. If the Employee terminates his/her service before the end of the contract term, for any reasons other than illness, a deduction will be made at the time the service terminates for all sick leave used in excess of leave earned.

- a. The parties jointly acknowledge that abuse of sick leave has a deleterious effect on the education of children and therefore mutually pledge to dissuade the Employees from improper use of sick leave. Should the Administration become aware of circumstances which it believes is an abuse of sick leave, the Employee(s) in question may be called on by the Administration to satisfactorily explain the circumstances.

The Union will be notified of such hearing and will send a representative to the hearing to reaffirm the first sentence of this paragraph. Should the Administrator determine that discipline is in order, the Union representative shall be notified of same. It is expected that the Union will face up to its responsibility and not pursue grievances which are unmeritorious or based on political expediency.

The Union affirms that it is the right of the Administration and School Board to adopt policy and procedure to insure a correct usage of sick leave, however, this shall not deprive the Union of their normal grievance rights as to the application of policy and procedure pertaining to sick leave.

6. Rights Saving Clause

Any Employee whose personal illness extends beyond the period compensated for shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Verification by the personal physician shall be required in determination of an Employee's recovery from such illness before returning to his/her position.

C. Business Leave

1. Two (2) days business leave shall be granted each year at full pay. These shall be independent of all other leave days and noncumulative. Approval of the Administration is not required for usage of this leave.
2. The intent of this leave is to make it possible for Employees to be absent for business matters which cannot be taken care of during their own time. Business days may not be used on the day immediately preceding or following a vacation, unless permission is granted by the Administration.
3. Employees will give twenty four (24) hours notice for use of business leave, except in case of emergency.
4. The Board will buy back, at subs pay, one (1) business day per year, in the last week of September, at Employees discretion.

D. Involuntary Leave

1. An Employee called for jury duty or to give testimony before any judicial or administrative tribunal, shall turn over the pay received for the performance of such obligations to the administration and shall be paid the contract wage for said days. If however, he/she is a witness in a suit in which he/she is personally involved he/she will receive no pay other than that provided for under Business Leave.

E. Military Leave

1. Employees shall be granted temporary leave with pay for absence necessitated by required physical examination for military induction.
2. A leave of absence shall be granted an Employee who is recalled or inducted for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable law of the United States. Regular salary increments shall accrue.

F. Bereavement Leave

1. For purposes of bereavement leave, immediate family shall be defined as spouse and child; secondary family shall be defined as father, mother, father-in-law, mother-in-law, son-in-law, or daughter-in-law; extended family shall be defined as Employee's or spouses sister, brother, grandmother, grandfather, grandchildren or any other person the Employee is unavoidably responsible for. Employees will be granted leave without loss of pay not more than five (5) days in case of death in the immediate family, three (3) days in case of death in the secondary family, and three (3) days in case of death in the extended family.
2. For a death in the immediate or secondary family the Employee may use sick leave to extend bereavement leave, at the Employer's discretion.

G. Maternity Leave

1. A pregnant Employee may commence said maternity leave at her option, however, it is the Employee's responsibility to notify the Administration as soon as possible as to the length of leave and the beginning date of the leave.
2. Such leave may be for a period of one full school year and may be renewed at the discretion of the Board for an additional school year.

3. To qualify for such leave the Employee must have been employed for a minimum of two consecutive school years.

H. Severance Pay

1. Employees who terminate their employment shall be paid according to the following schedule for each leave day accumulated during their employment with the system:

Seven (7) years - \$20.00 per day

- I. In the case of absence due to injury or illness incurred in the course of an Employee's employment, he/she shall provide a written, signed statement selecting one of these three (3) options:

1. Receive benefits under Michigan Worker's Compensation Act.
2. Receive benefits under Michigan Worker's Compensation Act and full sick leave pay for the duration of sick leave accumulated.
3. Receive benefits under Michigan Worker's Compensation Act supplemented by the use of sick leave in twenty (20%) increments so as to bring the combined amount of Worker's Compensation and sick leave pay up to the full pay he/she would have received if working.

ARTICLE XXII

UNPAID LEAVE

A. General Conditions

1. Leaves of absence without pay or benefits up to one (1) year in duration shall be granted upon written request from the Employee without loss or accumulation of seniority. Said leave may be renewed, at the option of the Board, for one (1) year upon written request of the Employee.
2. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Maternity/child care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child.
3. An Employee returning from a leave of absence shall be reinstated to a similar position in the classification he/she held when the leave began. At least thirty (30) calendar days prior to the date a leave is scheduled to expire, an Employee shall notify the Employer of his/her intent to return to work.

4. The Board shall have the prerogative to grant additional leave or other leaves not covered in the Master Agreement when such leaves would be in the best interest of the school system, Employee, or both.

ARTICLE XXIII

SEVERABILITY

1. If any provisions of the 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 null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XXIV

BOARD RIGHTS

- A. The Michigan Educational Support Personnel Association recognizes that the Board has total and complete responsibility and authority to manage and direct in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and Constitutions of Michigan and the United States of America, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.
- B. The Board retains unto itself all authority not specifically restricted by this Agreement. Rights reserved exclusively herein by the Board 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 of assignments and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 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 lay off Employees.

4. To determine the services, supplies and equipment necessary to continue its operation and to determine the methods, schedules, means, methods and processes of carrying on the work including the institution of new and/or improve methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of the Employees.
 7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, thereof and the relocation or closing of offices, departments, divisions, subdivisions, buildings or other facilities.
 8. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from Employees or the Union.
 9. Determine the policy affecting the selection, testing or training of Employees provided such selection shall be based upon lawful criteria. The Board agrees to furnish information on and allow input toward all testing procedures used by the Employer when requested by the Association.
- C. The exercises of all the foregoing powers, rights, authority, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE XXV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1990, and shall continue in effect until the 30th day of June, 1992. Negotiations between the parties shall begin at least sixty (60) calendar days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.
- B. Copies of the proposed Agreement shall be printed at the expense of the Employer and delivered to the Union for the ratification vote.
- C. The persons employed after ratification of this Agreement will be given copies of the final Agreement by the Employer.

UNION

EMPLOYER

President

President

Secretary

Secretary

Trustee

Trustee

Trustee

Trustee

Trustee

DATE _____

1990-91 KESPA Pay Scale

	1	2	3	4	5	6-9	10-14	15-19	19+
Cooks	7.60	7.87	8.14	8.41	8.68	9.02	9.31	9.60	9.89
Kitchen Help	6.85	7.11	7.37	7.63	7.89	8.21	8.49	8.77	9.05
Utility Help	6.52	6.74	6.96	7.18	7.40	7.67	7.91	8.14	8.38
Secretary	8.26	8.56	8.86	9.16	9.46	10.15	10.42	10.69	10.91
Custodial	8.26	8.56	8.86	9.16	9.46	10.15	10.42	10.69	10.91
Inst. Para-pro	6.52	6.77	7.02	7.27	7.52	7.83	8.10	8.37	8.64
Non-Inst. Para pro	6.52	6.77	7.02	7.27	7.52	7.83	8.10	8.37	8.64
Lib/Media Ctr Aide	6.92	7.17	7.42	7.67	7.92	8.26	8.53	8.80	9.07
Bus Drivers									
Regular	5054	5243	5432			5724	5859	6048	6237
Kg & TC	2578	2697	2816	2934	3053	3172	3291	3410	3528
Spec. Ed	4296	4523	4750	4977	5203	5430	5657	5884	6111
Shuttle	1516	1587	1657	1727	1797	1867	1938	2008	2078

1991-92 KESPA Pay Scale

	1	2	3	4	5	6-9	10-14	15-19	19+
Cooks	8.02	8.29	8.56	8.83	9.10	9.48	9.79	10.09	10.40
Kitchen Help	7.23	7.49	7.75	8.01	8.27	8.63	8.93	9.22	9.51
Utility Help	6.88	7.10	7.32	7.54	7.76	8.06	8.31	8.56	8.81
Secretary	8.71	9.01	9.31	9.61	9.91	10.67	10.95	11.24	11.47
Custodial	8.71	9.01	9.31	9.61	9.91	10.67	10.95	11.24	11.47
Inst. Para-pro	6.88	7.13	7.38	7.63	7.88	8.23	8.52	8.80	9.08
Non-Inst. Para pro	6.88	7.13	7.38	7.63	7.88	8.23	8.52	8.80	9.08
Lib/Media Ctr Aide	7.30	7.55	7.80	8.05	8.30	8.68	8.97	9.25	9.54
Bus Drivers									
Regular	5313	5512	5711			6018	6160	6358	6557
Kg & TC	2710	2835	2960	3085	3210	3335	3460	3585	3709
Spec. Ed	4516	4755	4994	5232	5470	5709	5947	6186	6424
Shuttle	1594	1668	1742	1816	1889	1963	2037	2111	2185

APPENDIX A

GRIEVANCE REPORT FORM

Grievance No. ___ Kingsley School District

Distribution of Form:

1. Superintendent
2. Supervisor
3. Association
4. Bargaining Unit Member

Submit to Supervisor in Duplicate

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

STEP I

A. Date cause of grievance occurred: _____

B. 1. Statement of grievance: _____

2. Relief sought: _____

Signature _____ Date _____

C. Disposition of Supervisor: _____

Signature _____ Date _____

D. Position of grievant and/or Association: _____

Signature _____
Date _____

If additional space is needed in reporting Sections B 1 and 2, Step 1, attach an additional sheet.

STEP II

A. Date received by Superintendent or designee: _____

B. Disposition or Superintendent or designee: _____

Signature _____
Date _____

C. Position of grievance and/or Association: _____

Signature _____
Date _____

STEP III

A. Date received by Board of Education or designee: _____

B. Disposition by Board: _____

Signature _____
Date _____

C. Position or grievant and/or Association: _____

Signature _____
Date _____

STEP IV

A. Date submitted to arbitration: _____

B. Disposition and Award of arbitrator: _____

APPENDIX B

Para/	40 1/2 hours for 180 days	8:45 - 2:30
Professional	6 1/2 hours for 173 days	8:45 - 2:30
DRIVERS	11 Regular Runs	180 days
	2 Special Education Runs	180 days
	1 Shuttle Run	180 days
	3 Vocational Ed Runs	180 days
	20 Kindergarten Run	36 days
CUSTODIANS	24 hours per day for 52 weeks	6:30 - 11:30
LUNCH	Cook - 14 hours for 180 days	6:30 - 2:30
	Kitchen Help - 5 hours for 180 days	8:30 - 2:30
	Utility Help - 2 3/4 hours for 180 days	11:15 - 2:00
SECRETARIAL	24 hours for 204 days	6:30 - 3:00
	3 hours for 180 days	8:00 - 4:30

Note: Above material is reflective of the Bargaining Unit as of July 1, 1990. If job classifications are adjusted through the Job Description process, Appendix B will be adjusted accordingly.

APPENDIX C

VERIFICATION OF LEAVE

NAME: _____

DATE(S): _____

A. SICK LEAVE _____

The contract prohibits use of sick leave for "Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods", but sick leave can be used for illness, disability, injury or unavoidable quarantine.

B. ILLNESS IN THE FAMILY _____

The contract limits use of this leave to sickness of spouse or children.

C. BUSINESS LEAVE _____

The contract limits the use of this leave to use for business matters which cannot be taken care of during the employee's own time. Business days may not be used on the day immediately preceding or following a vacation unless permission is granted by the Administration.

D. WITNESS OR JURY DUTY _____

The contract prohibits usage of this leave to act as a witness in a non-job related suite in which you are personally involved.

E. BEREAVEMENT LEAVE _____

The contract limits usage of this leave to death of Employee's spouse, Employee's or his/her spouse's mother, father, sister, brother, son, daughter, grandmother, grandfather or grandchildren, son-in-law, or daughter-in-law.

F. UNPAID LEAVE _____

G. FIELD TRIPS, CONFERENCES, ATHLETIC EVENTS, etc. _____

I verify that the usage of leave is in accordance with the Master Agreement.

Employee's Signature