

9048

6/30/94

MASTER AGREEMENT

between

THE LESLIE BOARD OF EDUCATION

and

THE MICHIGAN EDUCATION ASSOCIATION, NEA

1991-1994

Leslie Kuller Scherer

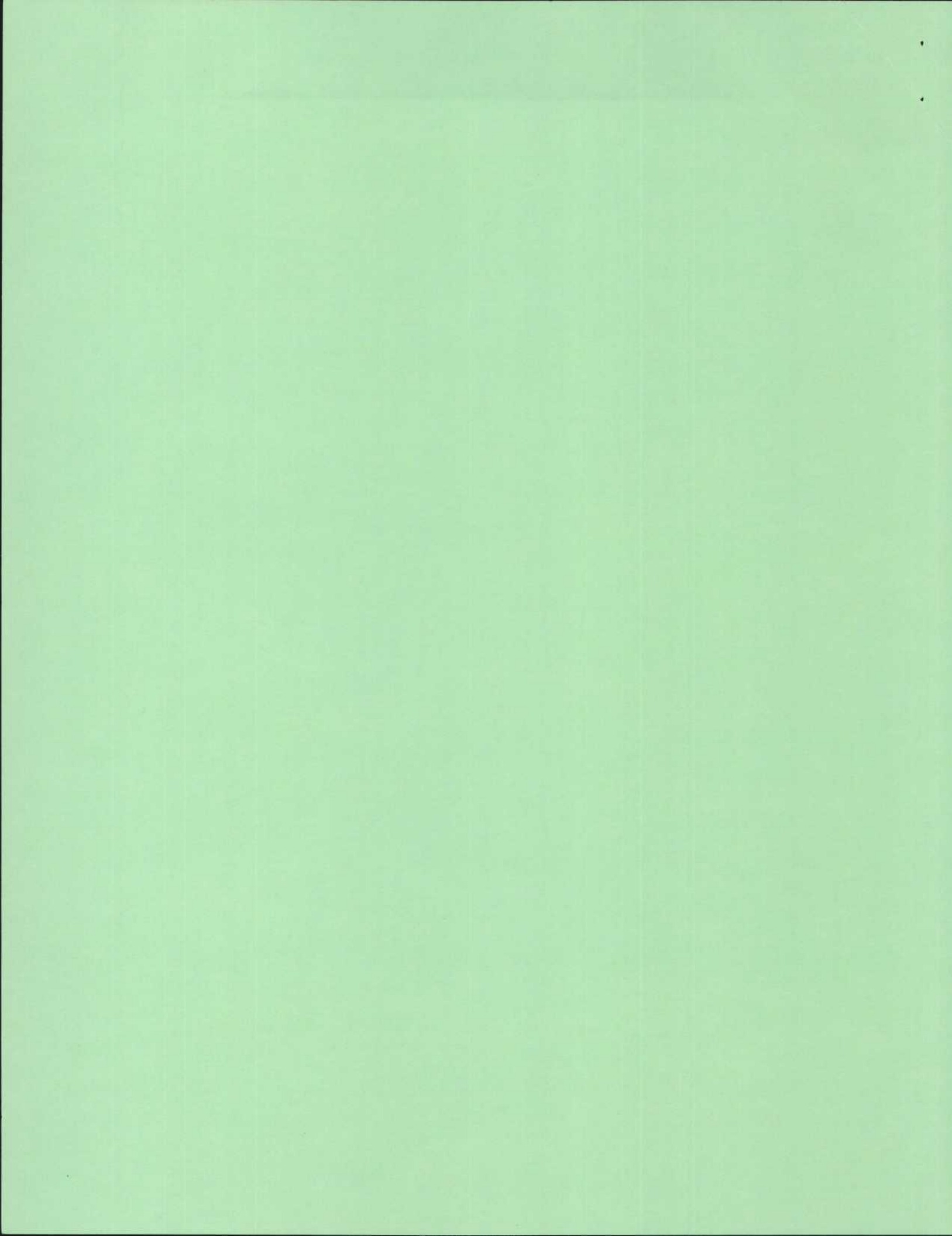


TABLE OF CONTENTS

| | | PAGE |
|------------|---|------|
| | Agreement | 1 |
| Article 1 | Recognition | 1 |
| Article 2 | Employer Rights | 1 |
| Article 3 | Association Rights | 2 |
| Article 4 | Employee Rights | 3 |
| Article 5 | Dues, Fees and Payroll Deductions | 4 |
| Article 6 | Steward System | 5 |
| Article 7 | Grievance Procedure | 6 |
| Article 8 | Working Hours and Conditions | 9 |
| Article 9 | Food Services | 12 |
| Article 10 | Transportation | 14 |
| Article 11 | Evaluation | 17 |
| Article 12 | Vacancies, Promotions and Transfers | 18 |
| Article 13 | Substitute Assignments | 20 |
| Article 14 | Temporary Assignments | 21 |
| Article 15 | Seniority | 22 |
| Article 16 | Layoff and Recall | 24 |
| Article 17 | Medical Examinations | 26 |
| Article 18 | Leaves of Absence | 27 |
| Article 19 | Holidays and Vacation Time | 31 |
| Article 20 | Compensation and Longevity | 33 |
| Article 21 | Insurance Benefits | 34 |
| Article 22 | Negotiation Procedures | 36 |
| Article 23 | Miscellaneous Provisions | 37 |
| Article 24 | Duration of Agreement | 38 |
| Appendix A | Classifications and Hourly Wage Rates | 39 |
| Appendix B | Individual Agreement Form | 42 |
| Appendix C | Grievance Report Form | 43 |
| Appendix D | Classifications | 45 |
| Appendix E | Health Care/Options Allocations | 46 |
| Appendix F | Life Insurance | 47 |
| | Letter of Agreement RE: Least Restrictive Environment | 48 |
| | Letter of Agreement RE: Article 21, section E | 49 |



AGREEMENT

This Agreement is entered into between the Leslie Public Schools, hereinafter referred to as the "Employer" and the Michigan Education Association/NEA, hereinafter referred to as the "Association."

ARTICLE 1: RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Michigan Education Association/NEA as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all regular non-teaching employees including office, clerical and payroll employees, cooks and cafeteria employees, custodial employees, maintenance employees, crossing guards, hall monitors, day care workers, library clerks, aides, bus drivers, mechanics, and noon hour workers, but excluding supervisors, administrators, substitutes, the Superintendent's secretary and Head Bookkeeper.
- B. The Employer agrees not to negotiate with any organization other than the Association for the duration of this Agreement.

ARTICLE 2: EMPLOYER RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system, its properties and facilities, and the occupational activities of its employees;
 - 2. To assign and direct the work of its personnel, determine the number of shifts and hours of work, the starting times and the scheduling of all the foregoing and to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.
 - 3. To direct the work force, including the right to hire, promote, suspend and discharge employees, transfer employees, evaluate employees, assign work, to 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 and standards of operation, the means, methods, and processes of work including the automation thereof or changes therein.

5. To adopt reasonable rules and regulations.
 6. To 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 or subdivisions, buildings or other facilities.
 7. To determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 8. To determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 9. To determine the size of the management organization, its function, authority, amount of supervision and the table of organization.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 3: ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use school buildings and facilities subject to existing Board policy.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.
- C. The Association shall have the right to reasonable use of the Employer's office equipment at reasonable times, when such equipment is not otherwise in use, and subject to existing Board policy.
- D. The Employer will provide bulletin board space in each building which may be used by the Association for posting official Association notices.
- E. The Employer agrees to notify the Association President of the hiring of any new bargaining unit member and provide his/her name, rate of pay, classification and work location.
- F. The Employer agrees to furnish to the Association in response to written requests, public information which the Association requires to administer this Agreement and to formulate contract proposals.
- G. The Employer shall provide all employees who are hired into the bargaining unit with a copy of the Master Agreement.

- H. The Employer agrees not to discriminate against or between bargaining unit members because of race, creed, religion, color, national origin, age, sex, marital status or physical characteristics.

A bargaining unit member may process a complaint arising out of an application of this provision either through the Grievance Procedure or through an appropriate administrative agency, but not both.

- I. The Association President shall be provided with a copy of all available bargaining unit job descriptions within thirty (30) calendar days of the ratification of this Agreement by both parties. Thereafter, the Association President will be provided with copies of modified or new job descriptions established by the Employer within five (5) working days of the change or establishment.

ARTICLE 4: EMPLOYEE RIGHTS

- A. The Employer will not discipline or discharge any non-probationary bargaining unit member for other than just cause. Discipline, by way of illustration and not by limitation, may include suspension, with or without pay, written reprimand and oral reprimand.

1. The specific grounds for disciplinary action shall be presented to the bargaining unit member in writing in advance of the imposition of discipline.
2. The Employer will advise a bargaining unit member that he/she has the right to have an Association Representative present when discipline or discharge occurs. Upon request, the discharged or disciplined bargaining unit member will be allowed to discuss his/her discharge or discipline with the Association President or in his/her absence, the Steward of the District. The Employer will make an area available where he/she may meet said representative before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or discipline with the bargaining unit member and his/her Association Representative.
3. The Employer agrees promptly to notify the Association President and the Steward in the District of any bargaining unit member who is discharged or disciplined except in the case of an oral reprimand.
4. Should the discharge or discipline of a non-probationary bargaining unit member be considered improper, either the Association or the non-probationary bargaining unit member may grieve the matter beginning at Step II of the Grievance Procedure within five (5) working days of such action by the Employer.

- B. At his/her request, a bargaining unit member shall be entitled to review his/her official personnel file.

- C. Documents of an evaluative and/or disciplinary nature that will be inserted into the personnel file shall be signed and dated by the bargaining unit member.

1. The bargaining unit member's signature shall not be interpreted to mean agreement with the content of the material, but shall be understood to indicate awareness of the material.
 2. Should the bargaining unit member disagree with the content of the material being placed in the personnel file, s/he may have his/her written statements attached to the file copy of said material.
- D. Records of a warning, reprimand, and/or other disciplinary action in a bargaining unit member's personnel file which do not relate to a recurring incident within a four (4) year period from the date of such discipline, shall be removed from the personnel file at the written request of the bargaining unit member and the concurrence of the Superintendent.

The parties recognize that the decision to permit the removal of disciplinary records which do not relate to recurring incidents is discretionary with the Superintendent. Each request for the removal of a disciplinary record will be reviewed on a case-by-case basis with a determination made based upon the merits of the request. The Superintendent will not arbitrarily or capriciously deny a request for the removal of said materials.

ARTICLE 5: DUES, FEES AND PAYROLL DEDUCTIONS

- A. Bargaining unit members shall, as a condition of employment, pay a Service Fee in an amount established by the Association. Dues and Service Fees will be payroll deducted pursuant to MCLA 408.477; MSA 17.277 (7). The Employer shall deduct one-tenth of such dues from the second regular paycheck of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- B. Bargaining unit members who work less than full time shall be assessed on a pro-rata basis as determined by the number of hours they are normally scheduled to work. Bargaining unit members who are hired during the course of the school year will be assessed on a pro-rata basis as determined by their starting date and the months remaining in the school year.
- C. With respect to all sums deducted by the Employer pursuant to MCLA 408.477; MSA 17.277(7) whether for membership dues or the Service Fee, the Employer agrees to promptly remit said sums to the Michigan Education Association, 1216 Kendale Blvd., East Lansing, MI 48823, accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made categorizing them as to membership or non-membership in the Association, and indicating any changes in the list previously furnished. The Association agrees to advise the Employer of all members of the Association in good standing and to furnish any other information needed by the Employer to fulfill the provisions of this Article, and not otherwise available to the Employer.
- D. The Association agrees to assume the legal defenses of any suit or action brought against the Employer, including individual Board members and their agents, regarding this Article of the collective bargaining agreement. The Association further agrees to indemnify the Employer for any costs, damages, or back pay which

may be assessed against the Employer as the result of said suit or action subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Employer or its agents.
 2. The Association, after consultation with the Employer, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the action or the defense which may be assessed against the Employer by any court or tribunal.
 3. Since the Association is obligated for all legal costs involved in enforcing this Article, it has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Employer under this section.
- E. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any bargaining unit member and make appropriate remittance for annuities, The Educators and Employees Credit Union in Jackson and the Capital Area School Employees Credit Union in Lansing, savings bonds, charitable donations, MESSA and MEAFS programs as jointly approved between the Employer and the Association and any other plans or programs that may be jointly approved between the Employer and the Association.

The Employer agrees to make payroll deductions available to IDS, Horace Mann, Prudential, Northwestern National Life, VALIC, Waddell and Reed, Kemper Group/Mutual Service and Shearson, Lehman and Hutton.

- F. Should the provision for mandatory payroll deduction of dues or service fees, as referenced in section A above, be found contrary to law, the parties agree to negotiate procedures requiring the submission of written authorizations for the deduction of dues or service fees as a condition of continued employment within thirty (30) calendar days of such determination.

ARTICLE 6: STEWARD SYSTEM

- A. There shall be one (1) steward for each of the following employee groups: custodial/maintenance, secretarial/clerical, aides, transportation and food services. The names of said stewards will be provided to the Superintendent in writing at the beginning of each school year and at any time that there is a change thereafter.
1. The steward may present grievances to the Employer during his/her working hours and without loss of time or pay.
 2. Normally, the investigation of grievances will be conducted outside of the steward's assigned hours of work. Grievances which require the steward's immediate attention may be investigated during working hours and without loss of time or pay provided it does not interfere with the normal operation of

the school or require overtime or additional personnel to compensate for said time.

3. The steward who acts on behalf of the Association as set forth in sections 1 and 2 above, shall notify his/her immediate supervisor of his/her departure from and return to the work site.

B. Upon the request of either party, the Association President and the Employer shall arrange for a special conference.

1. No more than four (4) representatives of the Association may be present at such meetings unless mutually agreed otherwise.
2. Arrangements for a special conference, including those who are to attend shall be made in advance.
3. An agenda of the matters to be taken up during the meeting shall be presented at the time the conference is requested.
4. Conferences shall be scheduled at mutually acceptable times. The parties will make a reasonable attempt to schedule such special conferences so as not to interfere with the normal operation of the District.
5. Bargaining unit members shall not lose time or pay for any time spent in a special conference.
6. Association Representatives may meet on the Employer's property for up to one-half hour preceding a special conference provided a written request has been made.

ARTICLE 7: GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a complaint by a bargaining unit member based on an event or condition alleged to be an expressed violation of this Agreement. The Employer will respond in writing to any grievance presented in writing by the Association.
- B. Every effort will be made to file written grievances as soon as possible, but shall be presented in writing to the immediate supervisor by the Steward within ten (10) days of its occurrence.
- C. Days, as set forth herein, shall be defined as Monday through Friday excluding holidays.
- D. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with the appropriate administrator/supervisor and having the grievance adjusted without the intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and provided further, that the Association has been notified of such adjustment.

E. STEP I.

1. A bargaining unit member alleging a grievance shall discuss same with the Steward.
2. The Steward and/or bargaining unit member may discuss the grievance with the immediate supervisor.
3. Should the Steward and/or bargaining unit member elect to discuss the grievance with the immediate supervisor and the same is not resolved, the Steward or the bargaining unit member shall, within five (5) days of the discussion with the immediate supervisor, submit the grievance to the immediate supervisor in writing.
4. Should the Steward and/or bargaining unit member elect to waive the right to discuss the grievance with the immediate supervisor, the Steward or bargaining unit member shall, within ten (10) days of its occurrence, submit the grievance to the immediate supervisor in writing.
5. A written grievance, as referenced herein, shall contain the following:
 - a. It shall be signed by the grievant(s) or by the authorized representative of the unit if it is an Association grievance;
 - b. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - c. It shall cite the section or subsections of the Agreement alleged to have been violated;
 - d. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be returned to the Association without action.
6. The immediate supervisor shall respond to a grievance in writing within five (5) days.

F. STEP II

If the grievance is not resolved, the Association President shall present same, in writing, to the Superintendent within five (5) days after the response at STEP I is due. The Superintendent shall meet with the grievant and/or his/her Association Representative within five (5) days of receipt of the grievance. The Superintendent shall respond to the grievance in writing within five (5) days of said meeting.

G. STEP III

1. No individual bargaining unit member shall have the right to process a grievance to arbitration.

2. In the event the Association decides to pursue the matter further, it shall, within thirty (30) days from the date of the Employer's STEP II response, meet with the Employer and/or its representatives for the purpose of attempting to settle the grievance before proceeding to arbitration except when there is a continuing back pay liability in which case the parties shall meet as set forth herein within ten (10) days from the date of the Employer's STEP II response.
3. If, subsequent to such a meeting the Association is not satisfied with the disposition of the grievance, it may within five (5) days of the meeting referenced in section 2 of STEP III, request the selection of an arbitrator either through mutual agreement or from the following panel of arbitrators:

David T. Borland
Barry C. Brown
Mark J. Glazer
Patrick A. McDonald

4. Should it be necessary to use the foregoing panel of arbitrators, each party shall, on alternating cases, be the first to strike the name of an arbitrator. Thereafter, each party will alternately strike a name until one name remains. The parties shall jointly notify the arbitrator and request available hearing dates.

H. The powers of the arbitrator shall be as follows:

1. S/he shall have no power to interpret state or federal law.
2. S/he shall have no power to rule on the discharge of a probationary bargaining unit member.
3. The decision of the arbitrator shall be final and binding on the Association and its members, the bargaining unit members involved, and the Employer.
4. The arbitrator shall base his/her judgment on the expressed terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement.
5. No claim for back pay shall exceed the amount that the bargaining unit member would have otherwise earned.

I. General

1. The arbitration hearing shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. Neither party shall be permitted to assert in any arbitration proceeding, any ground, or to rely on any evidence, not previously disclosed to the other party.
3. Each party shall bear the expense of providing its own witnesses except that regularly employed bargaining unit members will be released from their normal

responsibilities without loss of pay or leave time for such time as is necessary to serve as a witness in an arbitration hearing.

4. The expenses of the arbitrator shall be shared equally between the Employer and the Association.
5. A grievance may, at any time, be withdrawn without prejudice.
6. No grievance shall be filed for or by any bargaining unit member after the effective date of his/her resignation except in the case of severance benefits.
7. Any grievance not appealed within the specified time limits shall be deemed settled on the basis of the last response.
8. No claim for back wages shall exceed the amount of wages the bargaining unit member would have otherwise earned nor shall any such claim be retroactive for more than thirty (30) work days prior to the date on which a grievance was filed at Step I of the Grievance Procedure.

J. The grievance form is attached to this Agreement as Appendix C.

ARTICLE 8: WORKING HOURS AND CONDITIONS

- A. The normal work week shall be Monday through Friday not to exceed forty (40) hours for full time bargaining unit members.
- B. Except for bus drivers, the work day shall include a duty-free, unpaid, thirty (30) minute lunch period for bargaining unit members who work five (5) or more continuous hours a day.

Should a bargaining unit member be required to perform work during a lunch period, the bargaining unit member shall be paid the appropriate portion of his/her hourly wage rate for all such work during the lunch period or the schedule will be adjusted by an amount of time equal to that worked.

- C. Break periods will be established by the bargaining unit member's immediate supervisor.
 1. Bargaining unit members who work full time may take a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m., or in the first half and second half of their regular shift, whichever may apply.
 2. Part-time bargaining unit members who work between three (3) and five (5) hours a day may take a fifteen (15) minute break.
 3. The foregoing section C shall not apply to bus drivers.
- D. The first shift is any shift that regularly starts at or after 4:00 a.m. but before 1:00 p.m. The second shift is any shift that regularly starts at or after 1:00 p.m. but before 7:00 p.m. The third shift is any shift that regularly starts at or after 7:00 p.m. but before 4:00 a.m.

- E. Bargaining unit members will be informed of the name and telephone number of the person with whom they are to report their unavailability for work.

No bargaining unit member shall be required to secure a substitute for his/her own period of absence.

- F. Any bargaining unit member who is assigned to call substitutes shall be paid at his/her regular hourly rate irrespective of whether the responsibilities are executed at or away from his/her normal work station or outside of his/her regularly assigned hours of work.

- G. A Health and Safety Committee which consists of representatives of the Association and the Employer is hereby established.

1. The committee shall meet at the request of either party during regular work hours, but not more than once in each month.
2. The purpose of the committee shall be to make health and safety recommendations to the Employer.
3. In the absence of volunteers to check students for head lice, the Employer will assign the least senior non-instructional aide within the building. In the event there is no non-instructional aide within the building the least senior instructional aide within the building will be assigned. In the absence of either instructional or non-instructional aides within the building, the least senior non-instructional aide within the District will be assigned.

- H. The Employer agrees to provide parking space for all bargaining unit members during their regularly assigned work hours at no charge.

- I. Bargaining unit members who are required to provide tools in connection with their employment, shall have said tools insured for their full replacement value at Employer expense.

- J. On weekends and during the summer months when District buildings are to be used, a bargaining unit member from the Custodial/Maintenance Classification shall be on duty provided such use requires building clean-up. The Employer shall determine whether said use will require building clean-up.

- K. The scheduling of overtime shall be subject to the following procedures:

1. Overtime shall be offered and distributed to bargaining unit members within the classification(s) in each building.
2. Overtime will be organized by the use of an overtime chart and will be offered within the building where overtime is available, to the bargaining unit member with the least number of overtime hours first and so on down the list in an attempt to equalize the overtime hours.
3. Bargaining unit members assigned to more than one (1) classification and/or building shall be offered overtime on a rotating basis within each building.

4. It shall be the Employer's responsibility to distribute overtime and to keep the overtime chart current and accessible to all bargaining unit members who are in the classification/building s/he supervises.
 5. For purposes of maintaining the overtime chart, the refusal of an offer of overtime shall be recorded as if it had been accepted.
 6. Upon completion of the probationary period, a bargaining unit member shall be added to the overtime rotation list and shall be charged with the same number of hours that are recorded for the bargaining unit member holding the greatest number of overtime hours within that classification.
 7. Overtime work shall be voluntary. Absent a volunteer, the District reserves the right to assign the least senior bargaining unit member in the classification within the building.
 8. Overtime shall be computed from July 1 through June 30 in each year. On July 1 a new overtime roster will be posted with bargaining unit members listed in order of seniority.
 9. An extension of the bargaining unit member's shift for purposes of task completion shall not be subject to the overtime rotation.
- L. In the event school is cancelled prior to the start of a bargaining unit member's work day due to inclement weather or conditions not within the control of the District, the following procedures will apply:
1. The mechanic, custodial, and maintenance bargaining unit members and fifty-two (52) week secretaries who are required to report to work will be paid at time and one-half for all hours worked.

The mechanic, custodial, and maintenance bargaining unit members and fifty-two (52) week secretaries who are not required to report to work will receive their regular rate for the day.

For purposes of section L.1, the rate of time and one-half will be paid to the mechanic and custodial/maintenance employees when school is cancelled prior to 7:00 a.m.
 2. Except as provided in section 1 above, secretarial/clerical, aides, bus drivers and food service employees shall not be required to report to work.

In the event the District is not required to make up such day(s) to receive State Aid payments, bargaining unit members will receive their regular rate of pay for the day(s). If the District is required to make up the day, no pay will be issued for the rescheduled day(s).
- M. In the event of the student instructional day is delayed or students are dismissed early due to inclement weather or conditions not within the control of the District, the following procedures will apply:
1. The mechanic, custodial/maintenance bargaining unit members and fifty-two (52) week secretaries who are required to report to work at their regularly

scheduled starting time or remain until their regularly scheduled quitting time, shall receive their regular rate of pay for the day.

The mechanic, custodial/maintenance bargaining unit members and fifty-two (52) week secretaries who are not required to report to work at their regular time or dismissed early will receive their regular rate of pay for the day.

2. Except as provided in section 1 above, secretarial/clerical, aides and bus drivers shall be directed when to report to work and will receive their regular rate of pay for the day.

Employees covered by section 2 who are released when students are dismissed early, will receive pay of the balance of the day.

3. When the food service supervisor determines to deliver the special menu on a delay day, food service employees shall be directed when to report to work and will be paid their regular rate of pay for the day. In the event the food service supervisor determines to deliver the regular menu, food service employees will report at their regular time and will be paid at their regular rate of pay for the day.

N. A bargaining unit member who is on a paid leave as provided in Article 18, when school is closed for the reasons stated above shall suffer neither loss of leave time nor loss of salary.

O. When a bargaining unit member is assigned to perform routine, scheduled maintenance of a medical apparatus used by a student (e.g. catheter, tracheotomy, etc.), the bargaining unit member will be provided with training regarding the proper procedures to be utilized. The cost of the training will be paid by the Employer and the bargaining unit member will receive his/her regular hourly rate of pay.

1. The Ingham County Intermediate School District plan for the delivery of special education programs and services will be made available for review at the Central Office. Questions regarding the plan should be directed to the Special Education Director or Superintendent.

2. In the event a special education aide is directed to report to an IEPC meeting, the aide will be informed as to the procedures involved by the principal or Special Education Director upon request of the aide.

ARTICLE 9: FOOD SERVICES

A. At least seven (7) calendar days prior to the first instructional day in any school year, bargaining unit members will meet with the Employer for the purpose of bidding on positions within the Food Services Classification. The Employer shall provide written notice of the intended date of said meeting not later than June 1 of the preceding school year.

1. Said positions shall be assigned on the basis of seniority with the most senior bargaining unit member bidding on available positions first.

2. At the annual bid meeting, the Employer will provide written notice of the available positions together with a list of the job duties in each building as well as a schedule of hours for each position.
 3. Bargaining unit members who are hospitalized or seriously ill as verified by a physician's statement or on leave due to a death in the immediate family or who otherwise notify the immediate supervisor in writing at least seven (7) calendar days in advance of the bid meeting, shall be permitted to submit their bids by proxy on forms provided by the Employer. Said forms shall be submitted to the immediate supervisor in advance of the bid meeting.
 4. Except as provided in section 3, bargaining unit members who miss a bid meeting will be assigned to a remaining position. Should such assignment be refused, the bargaining unit member shall be considered a voluntary quit.
 5. There shall be no further bidding subsequent to the annual bid meeting except in the event of a reduction in staff, in the event of a permanent vacancy or in the event of a permanent change in the hours of a position of at least thirty (30) minutes (+ or -). In said cases, rebidding shall occur as set forth above within seven (7) calendar days of said event.
 6. Bid meetings are not considered time worked and are therefore not paid.
 7. Vacancies which remain subsequent to any bid meeting shall be governed by Article 12 of this Agreement.
 8. The foregoing shall not apply to substitute or temporary assignments which shall be governed by Articles 13 and 14 of this Agreement.
- B. Whenever the high school kitchen is used for activities that require access to the walk-in cooler/freezer/storeroom, or the use of kitchen equipment excluding the coffee pot, at least one (1) cook will be on duty.
- C. The Food Service Supervisor will not perform bargaining unit work in the kitchen except for instructional or emergency work.
- D. The Employer shall provide for the training of new hires, transferred bargaining unit members, substitutes and students. Should a bargaining unit member be assigned to assist in training, s/he shall be compensated at an additional \$.10 an hour.
- E. The Employer will provide up to two (2) uniforms for cooks each year. The Employer will provide up to one (1) uniform for kitchen assistants each year.
1. Bargaining unit members shall be responsible for cleaning and maintaining the uniforms. Uniforms shall be worn at all times while on the job.
 2. The Food Service Supervisor shall be responsible for ordering uniforms. Bargaining unit members in need of replacements (tops and/or pants) will direct their requests to the Supervisor.
- F. Extra hours shall be defined as additional hours for evening or weekend activities or as preparation for such activities outside of the normal daily work schedule.

1. Extra hours when available shall be offered and distributed to the bargaining unit member with the least number of extra hours and so on down the list in an attempt to equalize the extra hours.
 2. It shall be the supervisor's responsibility to distribute extra hours and to keep the extra hours chart current and accessible to all bargaining unit members.
 3. For purposes of maintaining the extra hours chart, the refusal of an offer for extra hours shall be recorded as if it had been accepted.
 4. Upon completion of the probationary period, a bargaining unit member shall be added to the rotation list and shall be charged with the same number of hours that are recorded for the bargaining unit member holding the greatest number of extra hours.
 5. Extra hours shall be voluntary.
 6. Extra hours shall be computed from July 1 through June 30 in each year.
 7. Kitchen assistants shall be excluded from this provision.
- G. Cooks and kitchen assistants will substitute in the absence of regularly assigned cooks and kitchen assistants subject to the following conditions:
1. The bargaining unit member does not have a conflicting assignment outside of the food service classification.
 2. This provision will not require the reassignment of cooks or kitchen assistants between buildings.
 3. The supervisor shall determine the positions to which bargaining unit members will be reassigned.
 4. This provision shall not apply to substitute assignments as set forth in Article 13.

ARTICLE 10: TRANSPORTATION

- A. The Employer shall establish the route for each regular run. The starting time shall be determined by the route and seasons of the year in which it is run. The length of the day shall be the time it takes to safely drive the entire route.
- B. At least seven (7) calendar days prior to the first instructional day in each year, drivers shall meet with the Employer for the purpose of bidding on bus runs. The Employer shall provide written notice of the intended date of said meeting not later than June 1 of the preceding school year.
 1. Bus runs will be bid on the basis of seniority with the most senior driver bidding on available runs first.

2. At the annual bid meeting, the Employer will provide written notice of the available runs together with a schedule of hours for each run.
 3. At a minimum, each driver will bid on a morning and an afternoon run. Additional runs will be bid at the driver's option.
 4. Drivers who are hospitalized or seriously ill as verified by a physician's statement or on leave due to a death in the immediate family or who otherwise notify the immediate supervisor in writing at least seven (7) calendar days in advance of the bid meeting, shall be permitted to submit their bids by proxy on forms provided by the Employer. Said forms shall be submitted to the immediate supervisor in advance of the bid meeting.
 5. Except as provided in section 4, drivers who miss a bid meeting will be assigned to a remaining run(s). Should such assignment be refused, the driver shall be considered a voluntary quit.
 6. There shall be no further bidding subsequent to the annual bid meeting except in the event of a reduction in staff, in the event of a permanent vacancy or in the event of a permanent change in the hours of a run of at least thirty (30) minutes (+ or -). In said cases, rebidding shall occur as set forth above within seven (7) calendar days of said event.
 7. Bid meetings are not considered time worked and are therefore not paid.
 8. Vacancies which remain or occur subsequent to any bid meeting shall be governed by Article 12 of this Agreement.
 9. The foregoing shall not apply to temporary assignments which shall be governed by Article 14 of this Agreement.
 10. The times for special education runs will not be shortened due to the personal absence of the student(s) to be transported, provided the driver is available for duty during that time.
- C. A driver will be paid his/her regular rate of pay for all hours worked during the regular runs, including breakdowns and/or other similar forms of down time while working a regular bus run and for time necessarily spent cleaning a school bus or other work, if requested to do so.
- D. The Employer shall reimburse each driver or any other bargaining unit member who is required to obtain a chauffeur's license, for the cost of said license. Said payment will be made in accordance with the District's existing accounts payable procedures. In order to receive reimbursement, the bargaining unit member shall submit a receipt to the business office.
- E. Drivers directed to attend classes which are required by the State of Michigan will be paid the minimum wage per hour. This section shall not apply to substitute drivers.
- F. No teacher or unqualified person will drive any school bus to transport students except as provided in section H. 8 of this Article.

- G. In the event the Employer requires that the bus mechanic wear uniforms, the Employer shall provide the bargaining unit member with at least two (2) sets at the Employer's expense.
- H. The provisions that follow shall govern extra trips.
1. Extra trips shall be posted on four (4) separate lists:
 - a. Weekday Trips occurring during the school day shall be defined as those having a scheduled departure time at or prior to 2:00 p.m.
 - b. Weekday Trips occurring after the school day shall be defined as those having a scheduled departure time after 2:00 p.m.
 - c. Weekend Trips and Holiday Trips.
 - d. Emergency Trips shall be defined as any of the above-referenced trips that are posted within twelve (12) or less hours of the scheduled departure time.
 2. Each list shall be governed by its own seniority rotation list which shall continue in effect from year to year.
 3. A driver who signs for an extra trip, but fails to take such trip shall rotate to the bottom of the seniority rotation list.
 4. A driver who fails to sign for or refuses an extra trip or who is absent during the posting period shall rotate to the bottom of the seniority rotation list.
 5. A driver shall have the right to refuse an extra trip. Should no regular driver agree to take a trip, the trip will be assigned to the least senior regular driver.
 6. Any driver who is scheduled for an extra trip and who is not notified at least one (1) hour in advance of departure time that the trip is cancelled, will be paid two (2) hours of pay at the extra trip rate unless the cancellation is due to inclement weather.
 7. Drivers shall be paid in accordance with the extra trip rate when the driver holds over at any destination for a return trip, subject to a one (1) hour minimum at the regular rate if the driver gives up his/her regular run to drive the extra trip. In the event the Employer decides the driver will not hold over, the driver will receive his/her regular trip rate of pay for the time spent driving and the extra trip rate for the time spent holding.
 8. Academic field trips, summer band camp and athletic event trips for which bus transportation is needed, will be offered to Leslie bus drivers. Non-academic trips may be chartered at the option of the District.
 9. Should there be an error that is attributable to the Secretary for Transportation in connection with an extra trip thereby creating a violation of this Agreement, the violation will not be subject to the grievance

procedure. For purposes of further rotation of extra trip assignments, the bargaining unit member(s) bypassed in error will not be advanced on the rotation list.

- I. Drivers who do not have both a morning and an afternoon run or who do not have a noon kindergarten run will have priority status on the substitute list for transportation provided such drivers do not hold another position in the District. Such drivers will be paid at the substitute rate.

ARTICLE 11: EVALUATION

- A. It shall be the administration's responsibility to evaluate the work performance of bargaining unit members.
- B. Bargaining unit members shall be evaluated at least once in each three (3) year period.
- C. Prior to any formal evaluation, a bargaining unit member will be apprised of the criteria upon which s/he will be evaluated. Said criteria shall be related to the bargaining unit member's job duties and responsibilities.
- D. All evaluations shall be reduced to writing and a copy provided to the bargaining unit member within ten (10) calendar days of the final observation. Each written evaluation will be followed by a conference between the bargaining unit member and the immediate supervisor within ten (10) work days following the issuance of the written evaluation.
- E. Should a bargaining unit member disagree with the evaluation, s/he may submit a written response which shall be attached to the file copy of the evaluation.
- F. In the event a bargaining unit member's work is unacceptable, the reasons will be set forth in writing together with an identification of the ways in which the bargaining unit member is to improve. In subsequent evaluation reports, failure to again note a continuing deficiency will be construed as evidence of improvement.
- G. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the reason(s) therefore in writing and provide a copy of same to the Association President at the bargaining unit member's request.
- H. Evaluations shall include a statement as to whether performance is satisfactory, needs improvement or is unsatisfactory.
- I. All written evaluations shall be placed in the bargaining unit member's personnel file.
- J. This Article shall not apply to probationary employees.

ARTICLE 12: VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined as a bargaining unit position which has been permanently vacated or a newly created position which the Employer intends to fill.
- B. Vacancies shall be posted in the kitchen and the custodial lounge at the High School, in each of the other three (3) school buildings, at the bus garage and at the administration building for five (5) full work days. During the summer months when school is not in session, postings for vacancies shall be mailed to each bargaining unit member who submits a written request to the Superintendent prior to the last day of school in any year.
1. A posting shall set forth the minimum requirements and schedule of hours.
 2. Should the requirements of the vacancy change during the posting period, the Employer shall repost the vacancy in accordance with the provisions of this Article.
 3. Vacancies shall be posted and awarded as set forth herein prior to the recall of any laid off bargaining unit member.
 4. During the process of filling a vacancy, the position may be filled with a substitute.
- C. Any bargaining unit member who meets the qualifications as set forth on the posting may apply in writing within the posting period.
- D. Vacancies will be awarded to applicants in the following order:
1. The most senior qualified applicant from within the classification where the vacancy arose.
 2. Should no bargaining unit member within the classification apply, the vacancy will be awarded to the most senior qualified applicant from another classification.
 3. Should no qualified bargaining unit member apply, the vacancy will be filled with a new hire. No new employees shall be employed while there are qualified bargaining unit members on the recall list.
 4. For purposes of this Article, the term, classification, shall be as established in Appendix D.
 5. In the event an applicant with more seniority is bypassed under section 1 or 2, the reasons for the denial shall be provided to the applicant upon request. Should the applicant disagree with the reasons given, the denial will be subject to the grievance procedure beginning at Step II.
- E. A bargaining unit member selected to fill a vacancy shall be granted a twenty (20) work day trial period to determine his/her desire to remain in the job and ability to perform satisfactorily.

1. During the twenty (20) work day trial period, the bargaining unit member may revert back to his/her former position in which case the bargaining unit member may not apply for another posted vacancy within that classification for a period of six (6) months from the date of return.
 2. Should the work of the bargaining unit member be unsatisfactory, he/she shall be provided with written notice stating the reasons and shall be returned to his/her former position. Should the bargaining unit member disagree, the matter may be appealed through the grievance procedure beginning at Step II.
 3. During the trial period, the position vacated by the bargaining unit member may be filled with a substitute.
- F. All positions will be awarded within ten (10) calendar days of the end of the posting period.
- G. The Association President shall receive a copy of each job posting, a list of the applicants and the name of the bargaining unit member to whom the position was awarded.
- H. A bargaining unit member may occupy more than one (1) bargaining unit position provided there is no conflict in hours and provided further that the total number of hours does not exceed eight (8) hours a day.
- I. In cases of voluntary transfers, promotions, or reassignment to a new classification, bargaining unit members will be paid the "new hire" rate for the first four (4) weeks. Upon satisfactory completion of the trial period, the bargaining unit member shall be paid in accordance with his/her bargaining unit seniority.
1. In cases of reassignment within the same classification, bargaining unit members shall be paid in accordance with their bargaining unit seniority.
 2. In cases of involuntary transfer whether into a new classification or within the same classification, bargaining unit members shall be paid in accordance with their bargaining unit seniority.
 3. Bargaining unit members who move from one classification to another as provided in section I shall be paid at the "new hire" rate unless said bargaining unit member has had experience within said classification in which case, s/he shall be given credit for same to determine the appropriate hourly wage.
- J. Any bargaining unit member in the aides, custodial/maintenance and secretarial classifications who has a reduction in work hours of at least thirty (30) minutes will be entitled to first consideration for additional regularly scheduled hours within his/her classification subject to the following conditions:
1. The hours reduction referenced transpired subsequent to July 1, 1991.
 2. The hours are being reinstated in the employee's building; are contiguous to the employee's assigned hours; are compatible with the employee's schedule; and the bargaining unit member is qualified.

3. The entitlement shall expire after two (2) years from the effective date of the reduction.
4. The bargaining unit member shall lose his/her rights during the two (2) year period under this section if she/he does not apply for a position for which he/she is qualified which equals or exceeds the level of hours prior to the reduction or if s/he refuses additional regularly assigned hours.

ARTICLE 13: SUBSTITUTE ASSIGNMENTS

- A. Substitute assignments are temporary vacancies that are attributable to the absences of a bargaining unit member under the provisions of Article 18 and the duration of which are known by the Employer to exceed ten (10) work days.
- B. A laid off bargaining unit member shall have priority status to substitute in any position for which s/he is qualified as set forth in section A of this Article. Priority status shall also include the food service provisions at Article 9, section F and the driver provisions at Article 10, section I. Such bargaining unit members shall be paid at the substitute rate.
- C. Bargaining unit members who work one hundred and eighty (180) days at eight (8) or less hours a day shall have the first opportunity for substitute assignments in accordance with the following:
 1. On May 1 or the first workday thereafter in each school year, the Employer shall post a form on which bargaining unit members may register their interest in substitute assignments. Said registration form shall be valid for one (1) school year beginning with the first day of work in the following school year.
 2. Said form shall be posted in all the buildings as set forth in Article 12, section B for ten (10) full calendar days.
 3. A bargaining unit member who is interested in substitute assignments may register said interest with his/her immediate supervisor as provided in section I above.

A newly hired bargaining unit member may sign up within ten (10) calendar days of the completion of his/her probationary period.
 4. With the exception of the Food Service classification provisions at Article 9 section G, no bargaining unit member will be entitled to a substitute assignment in addition to his/her regularly assigned hours if the combination of the substitute assignment and his/her regularly assigned hours will exceed eight (8) hours a day.
 5. Substitute assignments shall be awarded to the most senior qualified bargaining unit member who meets the requirements for the job provided the substitute assignment will result in an increase in gross pay compared to the bargaining unit member's regular assignment. A substitute assignment may be taken in addition to the bargaining unit member's regular assignment provided said assignment does not interfere with his/her regular job.

6. Substitute assignments of ten (10) or less working days will be filled with non-bargaining unit substitutes.
 7. Any position that is temporarily vacated under the provisions of section 5 above, will be filled by a non-bargaining unit substitute.
 8. Bargaining unit members who are awarded substitute assignments as provided herein shall be paid at the hourly wage rate designated for a new hire in the applicable classification for the duration of said assignment.
 9. Bargaining unit members who are involuntarily assigned to a substitute assignment shall be paid at the hourly wage rate designated for a new hire in the applicable classification or at their own hourly wage rate, whichever shall be higher.
 10. Registered bargaining unit members who subsequently refuse three (3) substitute assignments in any given school year shall be removed from the registration list for the remainder of the school year except when the bargaining unit member is working in another substitute assignment or if such bargaining unit member is working full time.
 11. No additional rights or benefits shall accrue to a bargaining unit member during the term of a substitute assignment.
- D. Substitute assignments shall not be used to satisfy the probationary period referenced in Article 15.

ARTICLE 14: TEMPORARY ASSIGNMENTS

- A. Bargaining unit members who work one hundred and eighty (180) days at eight (8) or less hours a day shall have the first opportunity for seasonal and special project assignments, hereinafter referred to as temporary assignments, in accordance with the following:
1. On May 1 or the first workday thereafter in each school year, the Employer shall post a form on which bargaining unit members may register their interest in temporary assignments. Said registration form shall be valid for one (1) school year beginning with the first day of work in the following school year.
 2. Said form shall be posted in all the buildings as set forth in Article 12, section B for ten (10) full calendar days.
 3. A bargaining unit member who is interested in temporary assignments may register said interest with his/her immediate supervisor as provided in section 1 above.
 4. No bargaining unit member will be entitled to a temporary assignment in addition to his/her regularly assigned hours if the combination of the temporary assignment and his/her regularly assigned hours will exceed eight (8) hours a day.

5. Temporary assignments shall be awarded to the most senior qualified bargaining unit member provided said assignment does not interfere with the bargaining unit member's regularly assigned hours.
 6. Bargaining unit members who are awarded temporary assignments as provided herein shall be paid at the hourly wage rate designated for a new hire in the applicable classification for the duration of said assignment unless the bargaining unit member has satisfactorily completed a probationary period as set forth in Article 15 or a trial period as set forth in Article 12 in which case s/he will be compensated at his/her step on the wage schedule of the applicable classification.
 7. Bargaining unit members who are involuntarily assigned to a temporary assignment shall be paid at the hourly wage rate designated for a new hire in the applicable classification or at his/her own hourly wage rate, whichever shall be higher.
 8. Registered bargaining unit members who refuse three (3) temporary assignments in any given school year shall be removed from the registration list for the remainder of the school year except when the bargaining unit member is working in another temporary assignment or if such bargaining unit member is working full time.
 9. No additional rights or benefits shall accrue to a bargaining unit member during the term of a temporary assignment.
- B. Temporary assignments shall not be used to satisfy the probationary period referenced in Article 15.

ARTICLE 15: SENIORITY

- A. Newly hired bargaining unit members shall be on probation for the first sixty (60) days worked. Any scheduled work days on which the probationary bargaining unit member is absent, shall serve to extend the probationary period.
1. No bargaining unit member shall be required to serve more than one (1) probationary period with the Employer unless s/he has severed his/her employment and is later rehired.
 2. A probationary bargaining unit member shall have no seniority until the completion of the probationary period at which time seniority shall be established from the last date of hire.
- B. Seniority shall be defined as the length of continuous employment in a bargaining unit position and shall accrue on a bargaining unit wide basis from the last date of hire.
1. Last date of hire shall be defined as the first day worked in a bargaining unit position.
 2. Should a bargaining unit member permanently transfer to a non-bargaining unit position with the Employer, seniority shall not continue to accrue; however,

the bargaining unit member shall retain his/her seniority accrual until such time as s/he may return to the bargaining unit.

3. Relative rankings on the seniority list shall be determined by the last three (3) digits of the bargaining unit members' social security number. The bargaining unit member with the higher number shall be credited with greater seniority.
4. Part-time bargaining unit members shall accrue seniority as if they were scheduled to work full time.
5. Seniority shall be pro-rated for newly hired bargaining unit members.
6. Seniority shall continue to accrue while on layoff and during an unpaid leave of absence granted pursuant to this Agreement.

C. A bargaining unit member shall lose his/her seniority when:

1. S/he resigns or retires.
2. S/he is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. When the bargaining unit member fails to return from an unpaid leave of absence within three (3) working days of the end of said leave.
4. When the bargaining unit member is absent for three (3) consecutive working days without notifying the Employer. Exceptions may be made by the Superintendent.
5. After such absences, as listed in sections 3 and 4 above, the Employer will send written notification to the bargaining unit member at his/her last known address that s/he has lost his seniority, and his/her employment has been terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure.

D. For purposes of implementing Article 16, the Association President shall have superseniority. For purposes of layoff and recall, the Association President will be considered the most senior bargaining unit member in any classification in which s/he has worked. If there is available work within said classification(s), the Association President shall not be laid off. In the event no such work is available, the Association President shall be considered the most senior bargaining unit member in any classification in which s/he has worked for purposes of recall to vacancies.

The Association agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with section D.

E. The Employer shall prepare, maintain and post the seniority list on all

Association bulletin boards annually. Posting of said list shall occur on or before October 1 in each year.

1. The seniority list shall include the name, the last three (3) digits of the social security number, date of hire and job title of all bargaining unit members entitled to seniority in the bargaining unit.
2. The bargaining unit member shall have thirty (30) calendar days following the posting of the seniority list in which to challenge the accuracy of said list. Should the bargaining unit member fail to challenge within the period provided above, the seniority credited on that list shall be deemed correct for said school year and not thereafter subject to challenge through the grievance procedure.
3. In the event of a typographical error not identified by the bargaining unit member in a timely fashion, the list will not be subject to change until the next annual posting of the seniority list. Any personnel changes initiated in the interim period in which seniority is utilized, shall be based upon the list as posted including the typographical error(s). A challenge to said changes during the interim period which are based upon a typographical error on the seniority list are not subject to challenge through the grievance procedure.

Any personnel changes required as a result of correcting a typographical error when the next annual seniority list is posted will be subject to the grievance procedure. Any grievance submitted will be restricted to prospective remedy from the date the new annual list is submitted.

ARTICLE 16: LAYOFF AND RECALL

- A. Layoff shall be defined as a reduction in the work force.
- B. In the event it becomes necessary to reduce staff, the Employer shall meet with the designated Association Representative(s) at least twenty-one (21) calendar days prior to the effective date of layoff. At such meeting the Employer shall submit a list of the names of bargaining unit members scheduled for layoff and a list of the names of reassigned bargaining unit members, their job title and work location together with a copy of an updated seniority list.
- C. Bargaining unit members to be laid off shall be provided with written notice at least fourteen (14) calendar days prior to the effective date of said layoff. Bargaining unit members whose positions have been eliminated shall be notified of either reassignment or layoff. The Association President shall receive a copy of all such notices.
- D. In the event of a layoff, the following procedure shall apply:
 1. All temporary employees shall be laid off unless there is no qualified bargaining unit member to perform the work.
 2. Should further reduction be necessary, probationary bargaining unit members

within the affected classification(s) shall be laid off unless there is no qualified, non-probationary unit member to perform the work.

3. Should further reduction be necessary, bargaining unit members shall be laid off in accordance with their seniority status with the least senior bargaining unit members within the affected classification to be laid off first unless there is no other qualified unit member to perform the work.
 - a. The Employer will reassign bargaining unit members within the affected classification(s) to facilitate the requirements set forth herein. Such reassignment shall entitle the laid off bargaining unit member to displace the least senior bargaining unit member within his/her classification whose annual work hours most closely approximate, but do not exceed the number of annual hours to which the bargaining unit member was assigned prior to layoff.
 - b. A bargaining unit member without sufficient seniority to maintain a position within his/her classification shall be reassigned to a position within another classification provided s/he is otherwise qualified. Such reassignment shall entitle the laid off bargaining unit member to displace the least senior bargaining unit member whose annual work hours most closely approximate, but do not exceed the number of annual hours to which the bargaining unit member was assigned prior to layoff.
 - c. A bargaining unit member assigned to more than one (1) position (see Article 12, section H) shall be considered as occupying separate positions for purposes of reassignment under this section.
 4. With the exception of the food service and bus driver classifications, the foregoing procedure will be used in the event of a permanent reduction in hours in excess of thirty (30) minutes a day.
- E. For purposes of this Article, classification shall be as defined in Appendix D.
- F. The layoff procedures provided in this Article shall not be applied to the food service or bus driver classifications until such time as the bid procedures set forth in Articles 9 and 10 have been effected.
- G. Bargaining unit members shall not continue to accrue sick leave, salary steps, longevity credit or vacation credit while on layoff status, but shall have all previously accrued rights restored upon recall.
- H. In the event of a layoff, the Association and the Employer may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of layoff.
 1. A bargaining unit member may, at his option, request to waive his seniority in the event that the Employer institutes a layoff during the term of this Agreement.
 2. Should the bargaining unit member elect to waive his seniority rights, such waiver shall not be construed to be a waiver of the right to be recalled from such layoff.

3. If such an agreement is reached, the Individual Agreement Form which is attached to and incorporated into this Agreement as Appendix B shall be completed by the bargaining unit member and filed by the Employer.
 4. It is understood that a bargaining unit member who elects a voluntary layoff shall be recalled to a vacancy as provided in section I and shall not have the right to displace another bargaining unit member.
 5. Bargaining unit members shall not continue to accrue sick leave, salary steps, longevity or vacation credit while on voluntary layoff status, but shall have all previously accrued rights restored upon recall.
 6. The denial of a voluntary leave is not subject to the grievance procedure.
- I. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which s/he is qualified.
1. Notice of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.
 2. A recalled bargaining unit member shall be given ten (10) working days from receipt of notice to report to work.
 3. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work, provided the unit member reports within the above ten (10) day period.
 4. Bargaining unit members recalled to a position for which they are qualified and the gross earnings for which equal at least ninety percent (90%) of the current regular gross weekly earnings of the classification(s) to which s/he was assigned at the time of layoff are obligated to accept such work. Accordingly, a bargaining unit member who declines recall to such a position shall forfeit his/her seniority and right to recall.
 5. Should the bargaining unit member fail to respond within ten (10) working days from receipt of written recall, he shall be considered as having resigned.
 6. Recall rights shall terminate two (2) years from the effective date of the bargaining unit member's layoff except in the event of a voluntary layoff in which case the bargaining unit member's recall rights shall terminate three (3) years from the effective date of such voluntary layoff.

ARTICLE 17: MEDICAL EXAMINATIONS

- A. The Employer shall require at the time of initial employment, a statement certifying an employee's fitness for work from a physician authorized to practice medicine under the laws of the State of Michigan.

- B. In addition, at the time of initial employment, a bargaining unit member shall submit a report of a negative chest x-ray or tuberculin test taken within the past six (6) months. Thereafter, a chest x-ray or tuberculin test shall be required as arranged by the Employer and at no expense to the bargaining unit member. Each bargaining unit member shall have the option of securing an x-ray or tuberculin test elsewhere at his/her own expense.
- C. After any extended illness or hospitalization, of five (5) or more work days, the bargaining unit member shall provide the Superintendent with a statement from his/her physician certifying the bargaining unit member's fitness to return to work.
- D. Any physical examination required by the Employer or appropriate State agency or law for continued employment shall be by a physician designated by the Employer and at Employer's expense.
- E. The Employer may require a bargaining unit member to submit to a physical and/or psychological examination which shall certify his/her fitness to continue his/her employment. Physical and/or psychological examinations requested by the Employer shall be made by a physician designated by the Employer without cost to the bargaining unit member. The Employer shall provide a list of at least three (3) doctor's names from which the bargaining unit member may select.

ARTICLE 18: LEAVES OF ABSENCE

A. Paid Leave

- 1. The abuse or misuse of paid leave is reasonable cause for discipline up to and including discharge. Should the Employer have reasonable cause to suspect abuse, a bargaining unit member may be required to provide medical or other verification in connection with the use of paid leave.
- 2. At the beginning of each contract year or school year whichever is applicable, ten (10) month bargaining unit members shall be credited with ten (10) days of sick leave and twelve (12) month bargaining unit members shall be credited with twelve (12) days of sick leave, the unused portion of which shall accumulate from year to year without limit.
 - a. At the beginning of each contract year or school year, whichever is applicable, the Employer shall provide each bargaining unit member with a written statement which sets forth his/her total number of accumulated sick leave days.
 - b. The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability.
 - c. The bargaining unit member may use up to three (3) days of sick leave for each incidence of critical illness or injury among members of the bargaining unit member's immediate family.
 - 1. Immediate family shall be defined as child, spouse or other members of the bargaining unit member's immediate household.

2. The bargaining unit member will provide medical verification of the illness or injury.
 3. Additional days may be granted at the Superintendent's discretion. Days needed for family members not referenced in section 1 above may be granted at the Superintendent's discretion.
- d. Sick leave which was earned prior to an unpaid leave of absence or a layoff shall be held in reserve pending the bargaining unit member's return to the bargaining unit.
 - e. A bargaining unit member who is absent due to an injury incurred during the course of his/her employment and such injury is compensable under the Worker Disability Compensation Act of 1969, as amended, shall be considered to be on paid leave.
 1. The bargaining unit member shall notify his/her immediate supervisor of any such injury immediately, if able. If the bargaining unit member is unable to notify the immediate supervisor at the time of the injury, the immediate supervisor or other representative of the Employer shall be notified within forty-eight (48) hours of such injury.
 2. A bargaining unit member whose illness or injury is compensable under the Worker Compensation Act shall be entitled to use his/her accumulated sick leave on a pro-rata basis to make up the difference between Worker Compensation benefits and his/her regular daily rate of pay; provided, however, that this differential is not determined by a court or administrative agency of competent jurisdiction to be a required offset under Section 354 of the Worker Compensation statute.
 - f. Should a bargaining unit member's employment be severed prior to the end of any work year, the bargaining unit member's final paycheck will be adjusted for any sick leave used in excess of the days earned.
3. At the beginning of each contract year, each bargaining unit member who works four (4) or more hours a day shall be credited with two (2) days of leave to be used for the bargaining unit member's personal business.

At the beginning of each contract year, each bargaining unit member who works less than four (4) hours a day shall be credited with one (1) day of leave to be used for the bargaining unit member's personal business. Bargaining unit members hired during the year shall receive the appropriate pro-rated portion of the foregoing personal business leave.

- a. A personal leave day shall be defined as the number of hours the bargaining unit member is regularly scheduled to work.
- b. A bargaining unit member planning to use a personal business day(s) shall notify his immediate supervisor at least one (1) day in advance except in cases of emergency. The Superintendent may extend personal business leave at his discretion.

- c. Personal business leave is to be used only for purposes which require the bargaining unit member's absence to attend to matters which cannot be conducted except during the bargaining unit member's normal working hours.
 - d. During the school year, personal leave may not be used immediately prior to or immediately after any holiday or vacation period. The Superintendent, or his agent, may, at his discretion, grant an exception to the above should an emergency arise.
 - e. Personal leave may not be used to circumvent any other leave provision of this Agreement; to defend a morals charge unless found innocent; nor to fulfill the expectations of another employer.
 - f. Unused personal leave shall accrue as accumulated sick leave.
4. A bargaining unit member who is summoned for jury duty, or who is subpoenaed to give testimony in court shall, if possible, notify the school administration at least one (1) week prior to the date s/he is to begin serving on jury duty or testifying in court.
- a. A bargaining unit member who is summoned and reports for jury duty or for testifying in court, shall be paid the difference between the amount s/he receives from the court and his/her regular rate of pay.
 - b. It is understood and agreed that a bargaining unit member shall be required to report to work on any and all days he/she is not sitting as a juror or testifying in court.
 - c. To be eligible for the pay differential, a bargaining unit member shall furnish the Employer with a written statement from the appropriate public official listing the amount and the dates for which he/she received payment from any court.
 - d. Bargaining unit members who appear before a court of competent jurisdiction or an administrative body on behalf of the Employer shall suffer neither loss of leave time nor loss of salary.
5. A bargaining unit member shall be allowed up to five (5) working days as funeral leave days, not to be deducted from sick leave, for any death in the immediate family. Immediate family shall be defined as: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunts, uncles, grandparents or grandchildren, step parents or step children, or a member of the bargaining unit member's household.
- a. Any bargaining unit member selected to be a pall bearer for a deceased bargaining unit member will be allowed one (1) funeral leave day with pay not to be deducted from sick leave. The Association President or his/her representative shall be allowed one (1) funeral leave day in the event of a death of a member of the bargaining unit for the exclusive purpose of attending the funeral.

- b. A bargaining unit member may be granted leave without pay to attend the funeral of any person who is not a member of the bargaining unit member's immediate family or household.
6. For purposes of computing all benefits under this Agreement, paid leave shall be considered as time worked. Pay for leave day(s) shall be defined as the bargaining unit member's regularly assigned work hours.

B. Unpaid Leaves

- 1. The reinstatement of bargaining unit members who were inducted into any branch of the armed services, whether probationary or non-probationary, shall be in accordance with the Veterans Employment Reinstatement Act.
 - a. Bargaining unit members who are interested in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted an unpaid leave of absence for a period not to exceed their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.
 - b. Bargaining unit members who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the District when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit. The Board, in its discretion, may extend said leave.
- 2. Upon prior written request from the bargaining unit member, an unpaid leave of absence shall be granted without loss of seniority for a period of one (1) year or, for a period equal to the bargaining unit member's seniority, whichever is less, for the following reasons:
 - a. Serving in any elected or appointed position, public or Association.
 - b. Maternity leave.
 - c. Illness leave (physical or mental).
 - d. Prolonged illness in immediate family.
 - e. Educational leave.
- 3. Members of the Association who are elected to attend Association conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or convention.
- 4. A non-probationary bargaining unit member with at least two (2) years of service to the District shall be granted time off without pay provided the following conditions are met:
 - a. The bargaining unit member shall apply in writing with the Superintendent at least four (4) weeks in advance of the intended time off.
 - b. The bargaining unit member has used no more than a total of four (4) personal and/or sick leave days within the preceding eight (8) months.

Long term illness and/or injury as verified in writing by a physician shall not count as one (1) of the four (4) days.

- c. The period of a leave shall not be more than ten (10) working days.
- d. No bargaining unit member may apply for more than one (1) leave of absence under these provisions in any fiscal year (July 1 to June 30).
- e. The bargaining unit member's absence shall not unduly impair the operation of the District.

C. General Leave Provisions

1. Bargaining unit members shall be returned to the position held at the time the leave of absence was granted, or to a position to which his/her seniority entitles him/her.
2. Unpaid leaves of absence granted pursuant to this Agreement may be extended for a period not to exceed one (1) year at the discretion of the Employer.

ARTICLE 19: HOLIDAYS AND VACATION TIME

A. The following days shall be paid holidays for all bargaining unit members: Labor Day, Thanksgiving Day and the Friday following, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Presidents' Day, Good Friday, Memorial Day and July 4.

1. When the holiday occurs on Sunday, it will be observed on the following Monday. When the holiday occurs on Saturday, it will be observed on the preceding Friday.
2. In order to receive holiday pay, bargaining unit members must work the last workday preceding and the first workday following the holiday provided they are normally scheduled for work on said days and except as otherwise excused.
3. In order to receive holiday pay for July 4, a bargaining unit member must work no less than ten (10) days during the month of July unless s/he is on vacation or other paid leave.
4. Presidents' Day will be a paid holiday only when school is not in session.
5. In the event Good Friday is scheduled for instruction, an alternate date will be established.

B. Bargaining unit members who are scheduled to work 2,080 hours in any year shall be credited with paid vacation time in accordance with the following schedule:

1. Upon employment and through the bargaining unit member's second year of employment, s/he shall be credited with vacation time at the rate of 5/6 of a day each month not to exceed eighty (80) hours in any year. Unused vacation time may accumulate from year to year up to a maximum of one hundred sixty (160) hours.

2. On the bargaining unit member's third anniversary, s/he shall be credited with vacation time at the rate of 1 1/4 days each month not to exceed one hundred twenty (120) hours in any year. Unused vacation time may accumulate from year to year up to a maximum of two hundred forty (240) hours.
3. On the bargaining unit member's fifth anniversary and every year thereafter, s/he shall be credited with vacation time at the rate of 1 2/3 days each month not to exceed one hundred sixty (160) hours in any year. Unused vacation time may accumulate from year to year up to a maximum of three hundred twenty (320) hours.

C. Bargaining unit members who are twelve (12) month employees and are scheduled to work less than 2,080 hours (except 230 day special education bus drivers) in any year shall be credited with paid vacation time based upon their years of employment as set forth in section B and computed in accordance with the following formula:

1. Add all the work hours regularly scheduled for a contract year. (July 1 to June 30).
2. Divide the total regularly scheduled work hours arrived at in item #1 above by 2080 hours.
3. Multiply the resulting percentage times the eligible vacation award as if for a full-year, full-time bargaining unit member. (20 days vacation equals 8 hours x 20 days = 160 Total Vacation Hours.)

Examples:

- a. Bargaining unit members who are scheduled to work 40 hours a week for 40 weeks during the school year = 1600 hours
and 30 hours/week for 12 weeks during summer = 360 hours
Total 1960 hours

$$\frac{1960 \text{ total hours regularly scheduled}}{2080} = .9419 \times 160 \text{ hrs} = 150 \frac{3}{4} \text{ vacation hours or } 18 \frac{7}{8} \text{ vacation days}$$

- b. A Special Education driver who is scheduled for 5 hours a day for 230 special education days
5 hours x 230 days = 1150 hours

In addition during the regular school year an additional bus run is in his/her schedule of 2 hours in length.
2 hours x 180 days =

$$\text{Total } \frac{360 \text{ hours}}{1510 \text{ hours}} \text{ regularly scheduled}$$

The driver therefore has

$$\frac{1510 \text{ Total hours}}{2080} = .7260 \times 160 \text{ hrs} = 116 \frac{1}{4} \text{ vacation hours or } 14 \frac{1}{2} \text{ vacation days.}$$

- D. Vacations will be granted at such times during the year which are suitable considering both the wishes of the bargaining unit member and the efficient operation of the District.
- E. Vacation will be taken in a period of consecutive days. Vacations may be split into one (1) or more weeks provided such scheduling does not interfere with District operations.
- F. Bargaining unit members on approved vacation will receive holiday pay for any paid holiday which falls during his/her scheduled vacation.
- G. A vacation may not be waived by a bargaining unit member so as to receive extra pay for work during that period.
- H. If a bargaining unit member becomes ill and is under the care of a physician during his/her vacation, the vacation time will be rescheduled for that portion of vacation time under a doctor's care. In the event his/ her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.
- I. If a bargaining unit member's pay check is normally due during a scheduled vacation period, he/she may request the check prior to the vacation leave. Requests made no later than two (2) weeks prior to the requested date of receipt shall be honored.
- J. If a bargaining unit member is laid off, retired, or severs employment, he/she will receive pay for unused accrued vacation credit. Should a bargaining unit member's employment be severed prior to the end of any work year, the bargaining unit member's final paycheck will be adjusted for any vacation days used in excess of the days earned.
- K. While on vacation bargaining unit members will be paid their current pay rate based upon their regularly scheduled day and will receive credit for any fringe benefits provided in this Agreement.

ARTICLE 20: COMPENSATION AND LONGEVITY

- A. The wages of bargaining unit members covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement.
 - 1. Bargaining unit members who work the second or third shift shall receive an additional twenty-five (\$.25) an hour.
 - 2. The mechanic will receive an additional fifty cents (\$.50) an hour off schedule provided he possesses and maintains Heavy Duty Truck and Diesel Motor Vehicle Mechanics Certificate(s).
- B. A bargaining unit member shall be paid for overtime in accordance with the following:
 - 1. Rate of pay shall be at time-and-one-half of the regular hourly rate for all work performed in excess of eight (8) hours in any workday and forty (40) hours in any work week and for all work performed on Saturday.

2. Rate of pay shall be double the regular hourly rate for all work performed on Sunday and holidays as set forth in Article 19 of this Agreement. Double time on holidays shall be in addition to holiday pay.

C. A bargaining unit member who, at the Employer's request, reports for duty which is outside of his regular shift shall be guaranteed at least two (2) hours of pay at the rate of time-and-one-half, excluding time worked continuously into the regular shift and continuously after the regular shift.

D. An annual longevity bonus will be paid to bargaining unit members on the first pay period following their anniversary date according to the following schedule:

| | Anniversary Date After 7/1/91 | Anniversary Date After 7/1/92 | Anniversary Date After 7/1/93 |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Upon completion of ten (10) years | \$ 88.00 | \$ 93.00 | \$ 99.00 |
| Upon completion of fifteen (15) years | 206.00 | 217.00 | 230.00 |
| Upon completion of twenty (20) years | 323.00 | 341.00 | 361.00 |
| Upon completion of twenty-five (25) years | 440.00 | 465.00 | 493.00 |

F. Bargaining unit members required in the course of their work to drive their personal automobile shall be reimbursed for mileage at the rate allowed by the IRS.

G. In appreciation for services to the District, a terminal leave payment of \$50.00 (fifty dollars) per year of service will be paid upon retirement provided the bargaining unit member shall have been employed in the District for ten (10) years and provided further that the bargaining unit member has accrued at least one hundred (100) days of sick leave at retirement.

ARTICLE 21: INSURANCE BENEFITS

A. The Employer shall provide full premiums for non-probationary bargaining unit members regularly scheduled to work at least six (6) hours a day (30 hours or more a week) toward the insurance plans outlined in this Article.

1. Bargaining unit members hired after June 30, 1989 and who work in combination positions will not be permitted to utilize total hours worked for purposes of becoming eligible for insurance benefits.

2. Subject to the provisions of section B premiums will be paid for a full twelve (12) month period.

B. An eligible bargaining unit member is responsible for the completion of all necessary documents and for fulfilling any other requirements set forth by the insurance underwriters/administrators.

C. A bargaining unit member shall report changes in family status to the Personnel Office within thirty (30) days of such change. The bargaining unit member shall be responsible for any overpayment of premiums made by the Board on his behalf for failure to comply with this provision.

D. Eligible bargaining unit members may choose between the following health care plans:

1. Health Central Plan "HO, PO" with no co-pay on prescription drugs;

or

2. Blue Cross/Blue Shield MVF- I with ML and SF with the following riders: D45NM,, CC, FAE-RC, VST, DC, SD, COB-3, SOT, GLE-1, SATII, MMC-PD, PD-MAC, and \$5.00 prescription drug co-pay. Bargaining unit members will be reimbursed \$3.00 for the cost of prescription drugs upon presentaiton of proof of purchase.

E. As an alternative to enrolling in health insurance, a bargaining unit member enrolled in health care through another source within the District or outside the District may elect from the following:

1. 75% of the single subscriber premium to be applied toward annuities; AND/OR variable options or

2. 100% of the single subscriber premium to be applied toward MESSA or MASB-SET options including the dental and/or vision insurance plans that are available provided such selection is permitted by the insurance underwriter and/or carrier.

F. Eligible bargaining unit members will be covered by a dental plan which will provide in general, 50% basic with incentive, 50% major, \$50.00 lifetime deductible, \$1,000.00 annual maximum.

A bargaining unit member eligible for dental insurance who elects not to enroll in the dental plan because she/he is covered through another source shall, upon written request, be entitled to apply an amount equivalent to the cost that the Board would have paid for his/her dental plan toward the available options or annuities. This provision will not continue to be operative if the insurance carriers/underwriters do not permit such selection.

G. Eligible bargaining unit members will receive \$15,000 term life insurance coverage with AD & D. The Board reserves the right to change life insurance carriers provided the coverage is similar.

H. Bargaining unit members who are not eligible for paid insurance premiums may be allowed to join the group plan at the group rates provided the carrier allows same and provided the bargaining unit member's payment is in the business office seven (7) days prior to the first day of each month.

I. Except as provided in Article 18, section B. 4, benefit coverages will cease upon resignation, retirement, discharge, layoff and during an approved, unpaid leave of absence.

1. Unpaid days off which are in excess of ten (10) days in any fiscal year (July 1 to June 30) will result in a per diem deduction of insurance premiums beginning with the eleventh (11th) day.

2. Any per diem deductions due under this provision will be payroll deducted.

- J. It is understood by both parties that the entire Hospitalization plan, including, but not limited to eligibility, coverage, payment, liability, and benefits, are subject to the terms, provisions and conditions of the carrier. In the event any portion of this Article does not meet the terms, provisions and/or conditions of the carrier, at any time, that portion of the Article shall be voided to the extent it does not comply and the Employer shall not be held liable for any claims, coverage, liability, payments or benefits due to said change.

This waiver shall apply to any matter described above whether challenged by the Association, individuals, or a group of individuals.

If the insurance carrier changes its terms, or conditions during the term of this agreement in such a fashion that this article no longer meets with the terms, provisions or conditions of the carrier, the impact of the change shall be subject to negotiation.

- K. In the event that cost of hospitalization insurance exceeds the rates set forth below during the term of this Agreement, any amounts in excess of the rates shall be payroll deducted from the bargaining unit member's paycheck once in each month:

| | |
|-------------|----------|
| Full Family | \$498.47 |
| Two Person | 455.81 |
| Single | 211.34 |

ARTICLE 22: NEGOTIATION PROCEDURES

- A. This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Employer and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Employer and the Association. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the further enforcement of all its terms and conditions.
- B. Sixty (60) days prior to the expiration of this Agreement either party may submit written notice to the other of the intent to amend this Agreement.
- C. There shall be no less than four (4) signed copies of this Agreement. Two (2) such copies shall be retained by the Employer and two (2) such copies shall be retained by the Association.
- D. When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification and/or wage rate, the matter shall be subject to negotiation between the parties within thirty (30) calendar days of such placement.

ARTICLE 23: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relationship of the parties hereto. Should any provision or application be deemed null and void, the parties shall negotiate a suitable replacement for such provision or application upon request by the Association.

- B. It is the intent of the parties to this Agreement that the Grievance Procedure as set forth herein shall serve as the means for peaceful settlement of all disputes that may arise between them. In recognition of this fact, the Association agrees that during the term of this Agreement, neither the Association, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown or a strike against the Employer. The Employer agrees that during the term of this Agreement there will be no lockout. A lockout shall not be interpreted to include periods when bargaining unit members are sent home due to a strike by another bargaining unit.

- C. Programs which are conducted through the facilities of the Leslie School District, but under the auspices of some other agency or in which the District does not have complete budgetary control, may deviate from the aforementioned compensation and benefits when the other agencies have a prescribed rate of pay differing from that established in this Agreement. The Headstart and summer recreational programs are cited to exemplify the types of situations intended for this provision wherein a cook and bus drivers are employed by those programs. It is understood that these assignments are voluntary and not a condition of employment.

ARTICLE 24: DURATION OF AGREEMENT

This Agreement shall be effective upon Board ratification and shall continue in full force and effect through June 30, 1994.

Except as provided herein, no provision of this Agreement shall be retroactively applied.

In witness thereof, the parties to this Agreement have caused its execution.

For the Association:

For the Employer:

Date

Date

APPENDIX A: SALARY SCHEDULE

Effective July 1, 1991 to June 30, 1992

| | <u>New Hire</u> | <u>90 Days</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>4 Years</u> |
|---------------------|-----------------|----------------|---------------|----------------|----------------|----------------|
| Mechanic | \$10.93 | \$11.94 | \$12.21 | \$12.43 | \$12.64 | \$12.81 |
| Cust./Main. | 9.94 | 10.13 | 10.71 | 10.88 | 11.04 | 11.24 |
| Bus Driver | 9.39 | 9.54 | 10.11 | 10.29 | 10.46 | 10.63 |
| Finance Clerk | 8.43 | 8.94 | 9.26 | 9.52 | 9.89 | 10.20 |
| * Admin. Sec. | 8.36 | 8.79 | 9.12 | 9.37 | 9.64 | 9.94 |
| Utility Person | 8.33 | 8.50 | 8.66 | 8.84 | 9.16 | 9.54 |
| Custodian | 8.07 | 8.24 | 8.72 | 8.91 | 9.04 | 9.20 |
| ** Admin. Sec. | 7.72 | 7.89 | 8.38 | 8.52 | 8.72 | 8.94 |
| Reading Aides | 7.61 | 7.74 | 8.26 | 8.41 | 8.57 | 8.75 |
| Day Care | 7.61 | 7.74 | 8.26 | 8.41 | 8.57 | 8.75 |
| Cook | 7.41 | 7.56 | 8.09 | 8.19 | 8.38 | 8.52 |
| Lib. Clerk | 7.44 | 7.54 | 7.94 | 8.07 | 8.16 | 8.33 |
| Hall Mon./Ad. | 7.22 | 7.34 | 7.44 | 7.56 | 7.80 | 8.22 |
| Ast. Utility Prs. | 7.22 | 7.34 | 7.44 | 7.56 | 7.80 | 8.22 |
| Kit. Asst. | 6.64 | 6.83 | 7.27 | 7.41 | 7.61 | 7.74 |
| Noon Hr. Wrkr. | 6.58 | 6.73 | 7.16 | 7.34 | 7.54 | 7.70 |
| Clerk/Typst. | 6.48 | 6.64 | 7.10 | 7.29 | 7.44 | 7.61 |
| Asst. Day Care Wkr. | 6.91 | 7.07 | 7.56 | 7.72 | 7.89 | 8.07 |

Extra Trip Rate - \$8.50 driving and waiting time

* In position prior to July 1, 1977

** In position July 1, 1977 or after

APPENDIX A: SALARY SCHEDULE

Effective July 1, 1992 to June 30, 1993

| | <u>New Hire</u> | <u>90 Days</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>4 Years</u> |
|---------------------|-----------------|----------------|---------------|----------------|----------------|----------------|
| Mechanic | \$11.53 | \$12.60 | \$12.88 | \$13.11 | \$13.34 | \$13.51 |
| Cust./Main. | 10.49 | 10.69 | 11.30 | 11.48 | 11.65 | 11.86 |
| Bus Driver | 9.91 | 10.06 | 10.67 | 10.86 | 11.04 | 11.21 |
| Finance Clerk | 8.89 | 9.43 | 9.77 | 10.04 | 10.43 | 10.76 |
| * Admin. Sec. | 8.82 | 9.27 | 9.62 | 9.89 | 10.17 | 10.49 |
| Utility Person | 8.79 | 8.97 | 9.14 | 9.33 | 9.66 | 10.06 |
| Custodian | 8.51 | 8.69 | 9.20 | 9.40 | 9.54 | 9.71 |
| ** Admin. Sec. | 8.14 | 8.32 | 8.84 | 8.99 | 9.20 | 9.43 |
| Reading Aides | 8.03 | 8.17 | 8.71 | 8.87 | 9.04 | 9.23 |
| Day Care | 8.03 | 8.17 | 8.71 | 8.87 | 9.04 | 9.23 |
| Cook | 7.82 | 7.98 | 8.53 | 8.64 | 8.84 | 8.99 |
| Lib. Clerk | 7.85 | 7.95 | 8.38 | 8.51 | 8.61 | 8.79 |
| Hall Mon./Ad. | 7.62 | 7.74 | 7.85 | 7.98 | 8.23 | 8.67 |
| Ast. Utility Prs. | 7.62 | 7.74 | 7.85 | 7.98 | 8.23 | 8.67 |
| Kit. Asst. | 7.01 | 7.21 | 7.67 | 7.82 | 8.03 | 8.17 |
| Noon Hr. Wrkr. | 6.94 | 7.10 | 7.55 | 7.74 | 7.95 | 8.12 |
| Clerk/Typst. | 6.84 | 7.01 | 7.49 | 7.69 | 7.85 | 8.03 |
| Asst. Day Care Wkr. | 7.29 | 7.46 | 7.98 | 8.14 | 8.32 | 8.51 |

Extra Trip Rate - \$8.97 driving and waiting time

* In position prior to July 1, 1977

** In position July 1, 1977 or after

APPENDIX A: SALARY SCHEDULE

Effective July 1, 1993 to June 30, 1994

| | <u>New Hire</u> | <u>90 Days</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>4 Years</u> |
|---------------------|-----------------|----------------|---------------|----------------|----------------|----------------|
| Mechanic | \$12.22 | \$13.36 | \$13.65 | \$13.90 | \$14.14 | \$14.32 |
| Cust./Main. | 11.12 | 11.33 | 11.98 | 12.17 | 12.35 | 12.57 |
| Bus Driver | 10.50 | 10.66 | 11.31 | 11.51 | 11.70 | 11.88 |
| Finance Clerk | 9.42 | 10.00 | 10.36 | 10.64 | 11.06 | 11.41 |
| * Admin. Sec. | 9.35 | 9.83 | 10.20 | 10.48 | 10.78 | 11.12 |
| Utility Person | 9.32 | 9.51 | 9.69 | 9.89 | 10.24 | 10.66 |
| Custodian | 9.02 | 9.21 | 9.75 | 9.96 | 10.11 | 10.29 |
| ** Admin. Sec. | 8.63 | 8.82 | 9.37 | 9.53 | 9.75 | 10.00 |
| Reading Aides | 8.51 | 8.66 | 9.23 | 9.40 | 9.58 | 9.78 |
| Day Care | 8.51 | 8.66 | 9.23 | 9.40 | 9.58 | 9.78 |
| Cook | 8.29 | 8.46 | 9.04 | 9.16 | 9.37 | 9.53 |
| Lib. Clerk | 8.32 | 8.43 | 8.88 | 9.02 | 9.13 | 9.32 |
| Hall Mon./Ad. | 8.08 | 8.20 | 8.32 | 8.46 | 8.72 | 9.19 |
| Ast. Utility Prs. | 8.08 | 8.20 | 8.32 | 8.46 | 8.72 | 9.19 |
| Kit. Asst. | 7.43 | 7.64 | 8.13 | 8.29 | 8.51 | 8.66 |
| Noon Hr. Wrkr. | 7.36 | 7.53 | 8.00 | 8.20 | 8.43 | 8.61 |
| Clerk/Typst. | 7.25 | 7.43 | 7.94 | 8.15 | 8.32 | 8.51 |
| Asst. Day Care Wkr. | 7.73 | 7.91 | 8.46 | 8.63 | 8.82 | 9.02 |

Extra Trip Rate - \$9.51 driving and waiting time

* In position prior to July 1, 1977

** In position July 1, 1977 or after

APPENDIX B: INDIVIDUAL AGREEMENT FORM

The undersigned hereby agrees to voluntarily waive his seniority for the purposes of the Leslie Public Schools impending institution of a layoff under this Agreement.

This waiver pertains solely to the order in which said bargaining unit member might be laid off during the period of this Agreement.

Signature _____
Bargaining Unit Member

Date _____

Signature _____
Association Representative

Date _____

Signature _____
Employer Representative

Date _____

D. Position of Grievant and/or Association _____

_____/_____
Signature Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

_____/_____
Signature Date

C. Position of Grievant and/or Association _____

_____/_____
Signature Date

APPENDIX D: CLASSIFICATIONS

For purposes of Article 16 (Layoff and Recall) and Article 12 (Vacancies, Promotions and Transfers) bargaining unit classifications shall be as follows:

| <u>Classification</u> | <u>Position(s) in the Classification</u> |
|----------------------------|--|
| Bus Driver | All bus driver positions |
| Food Service | All food service positions (including kitchen assistants) |
| Non-Instructional Aides | Hall Monitor, Library Clerk, Bus Aide, Noon Hour Workers, Assistant Day Care, Day Care |
| Administrative Secretaries | All secretarial positions and clerk/typist |
| Finance Clerk | Finance Clerk |
| Instructional Aides | Reading Aides, Math Aides, Special Education Aides |
| Mechanic | Mechanic |
| Custodial/Maintenance | Custodial, Custodial/Maintenance, Utility Person, Assistant Utility Person |

APPENDIX E

In the event any of the following bargaining unit members' regular schedule of hours is reduced by the Employer below thirty (30) hours per week, the bargaining unit member will be entitled to the continued maximum payment by the Employer for the following:

| <u>NAME</u> | <u>MAXIMUM CONTRIBUTION</u> |
|--------------------|-------------------------------|
| Mitchell, Betty | Up to the options allocation |
| Brail, Marion | Up to two party health care |
| Lantz, Diann | Up to the options allocation |
| Pollock, Betty | Up to the options allocation |
| Lynch, Patricia | Up to two party health care |
| Back, Joyce | Up to full family health care |
| Coppernoll, Lois | Up to the options allocation |
| Cartwright, Elaine | Up to two party health care |
| Bigg, D. Ann | Up to the options allocation |
| Kannawin, Fonda | Up to full family health care |
| Ousley, Jewell | Up to two party health care |
| Mizelle, Lee | Up to two party health care |
| Johnson, Eva | Up to two party health care |
| Lawrence, Ann | Up to the options allocation |
| Miller, Andrea | Up to the options allocation |
| Boertman, Evelyn | Up to the options allocation |
| Huguelet, Mary | Up to the options allocation |
| Hobart, Bernice | Up to the options allocation |
| Heinritz, Elaine | Up to the options allocation |
| Rhoades, JoAnn | Up to the options allocation |
| Vicary, Debra | Up to full family health care |
| Dziobak, Jackie | Up to the options allocation |
| Craft, Linda | Up to the options allocation |
| Pugh, Margie | Up to the options allocation |

Those designated as eligible for health care may elect to take up to the options allocation rather than health care.

Those bargaining unit members designated as eligible for "up to the options allocation" may elect to enroll in health care at the single subscriber rate.

APPENDIX F

In the event any of the following bargaining unit members' regular schedule of hours is reduced by the Employer below thirty (30) hours per week, but equals or exceeds twenty (20) hours per week, the Employer will continue to pay the full premium for term life insurance:

Mitchell, Betty
Brail, Marion
Boertman, Evelyn
Lantz, Diann
Huguelet, Mary
Pollock, Betty
Lynch, Patricia
Back, Joyce
Coppernoll, Lois
Hobart, Bernice
Heinritz, Elaine
Cartwright, Elaine

Bigg, D. Ann
Rhoades, JoAnn
Vicary, Debra
Dziobak, Jackie
Kannawin, Fonda
Ousley, Jewell
Mizelle, Lee
Johnson, Eva
Lawrence, Ann
Pugh, Margie
Miller, Andrea

LETTER OF AGREEMENT

between the

LESLIE BOARD OF EDUCATION

and the

MICHIGAN EDUCATION ASSOCIATION, NEA

The parties recognize that the implementation of the Least Restrictive Environment mandate may require that some or all bargaining unit members be trained in emergency procedures. Accordingly, the issue is hereby referred to the Health and Safety Committee.

1. The Committee shall identify the needs of the bargaining unit.
2. The Committee shall identify the questions, if any, to be addressed by the Board's legal counsel and its liability insurance carrier.
3. The Committee's written recommendations shall be submitted to the Superintendent and the Board of Education on or before January 1, 1992.
4. The Committee's recommendations that are adopted by the Board will be implemented and/or will be scheduled for implementation within thirty (30) calendar days of same.

For the Board of Education

Date

For the Association

Date

LETTER OF AGREEMENT

between the

LESLIE BOARD OF EDUCATION

and the

MICHIGAN EDUCATION ASSOCIATION, NEA

It is agreed that the Employer will "self-fund" the deductibles for MVFI which are in excess of the former MVF II deductibles as set forth at Article 21, section D. 2 of the Master Agreement and will administer same through the Health Security Program (HSP).

It is further agreed that the percentages set forth at Article 21, section E shall be based upon the following figures: \$182.05 in 1991-92; \$192.06 in 1992-93 and \$203.58 in 1993-94.

For the Board of Education

Date

For the Association

Date



