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2879

MASTER AGREEMENT

between

BANGOR TOWNSHIP BOARD OF EDUCATION

and the

**BANGOR TOWNSHIP MEA/NEA-ESP
(SECRETARIES)**

1993 - 1995

Bangor Township Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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LETTER OF AGREEMENT

THIS AGREEMENT made and entered into by and between the BANGOR TOWNSHIP BOARD OF EDUCATION, Bay County, Michigan, party of the first part, and hereinafter termed the Employer, and BANGOR TOWNSHIP EDUCATIONAL SUPPORT PERSONNEL, affiliated with the Michigan Education Association, Lansing, Michigan, party of the second part, hereinafter called the Union.

WHEREAS, both parties recognize that strikes, lockouts and other cessations of work and employment disruptions are contrary to existing law and the best interests of education at Bangor Township Schools; and

WHEREAS, both parties are desirous of maintaining uniform wage scales and working conditions; and of facilitating peaceful adjustment for all grievances which may arise from time-to-time between the Employer and its employees; and of promoting and improving peaceful occupational and economic relations between the parties.

ARTICLE 1. RECOGNITION

1.1 The employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for all personnel who are assigned to duties in the following classifications: All secretarial (high school, junior high, elementary and central office), instructional support staff, clerical workers, support librarians, instructional materials staff, time-out room coordinators, bookkeepers and receptionists.

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

1.3 For the duration of the agreement, except for the classifications of current and future secretaries, clerks and adult education learning disabilities para-professionals, all adult and community education and athletic/recreation employees are excluded from the

bargaining unit. Summer enrichment programs are also excluded from this contract, except as outlined in Section 28.6

1.4 It is understood that the members of the bargaining unit set forth in the foregoing recognition clause have the responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person who is or will become a member of the bargaining unit represented by the Union.

ARTICLE 2. DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

2.1 AGENCY SHOP:
The regular work week shall commence on Monday a.m. and end on Friday p.m.

2.1.1 Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

2.1.2 Membership in the Union is separate, apart and distinct from the assumption by one of his/her obligation to the extent that he/she receive equal benefits. The Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the Union. This agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this agreement.

2.1.3 In accordance with the policy set forth under Paragraphs 2.1.1 and 2.1.2 of this Section, all employees in the bargaining unit shall, as

a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present days following the effective date or on the date of execution of this agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

2.1.4

If any provision of the article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate placement.

2.2

CHECK-OFF:

The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues and initiation fees of the local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employees, the same is to be furnished in the form required.

The local Union shall certify to the Board an assignment authorizing deduction of dues which sum shall be established by the Union. Such authorization shall continue in effect from year-to-year unless revoked in writing according to Union procedure.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week, or is on leave of absence, the employee must make arrangements with the local Union to pay for such dues in advance.

2.3

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms of provisions of this Agreement, or which in any way affects wages, hours, or working conditions

of said employees, or any individual employee, or which in any way be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

**ARTICLE 3. REDUCTION IN PERSONNEL, LAYOFF
AND RECALL**

3.1 **SENIORITY**

3.1.2 **Additional Help:**

When the Employer needs additional help, it shall give the Union opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

3.1.3 **New Employees:**

A new employee shall work under the provisions of this agreement, but shall be employed only on a ninety (90) calendar day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this agreement or discriminating against Union members. After ninety (90) calendar days, the employee shall be placed on the regular seniority list, commencing with the first day of employment.

3.1.4 **Seniority List:**

A seniority list based on the last date of hiring shall be provided the Union with sufficient copies to allow posting in each employee location. The list will include the current job classification and hiring date, and will begin with the most senior employee in the bargaining unit. Said list will be updated as necessary because of personnel changes. Seniority date duplication will be determined by alphabetical order.

3.1.5 **Layoff and Recall:**

In the event of a forced reduction in the bargaining unit, the displaced employee shall have the right to displace another employee with less seniority who has (1) the same classification, or (2) a lower classification. When there is an increase in the working forces after a layoff, the reversal of the layoff procedure shall be followed before any new employee is hired. The senior

employee on layoff shall first be offered the employment, if the employee is willing and able to do the work.

In the event of a layoff, an employee laid off shall be given ten (10) calendar days notice of recall mailed to his/her last known address. The employee must respond to such notice within three (3) calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this agreement.

3.1.6 Controversies:

Any controversy over the seniority standing of any employee or the seniority list shall be submitted to the grievance procedure.

3.1.7 Loss of Seniority:

Seniority shall be broken only by discharge, voluntary quit or layoff for a period of more than two (2) years and as provided in 3.1.5 above, and failure to notify the Employer of change of address which results in the Employer's inability to notify the employee of recall from layoff.

3.1.8 Non-Unit Work Transfers:

Any bargaining unit employee who shall be promoted to any other position within the district and shall later return to a bargaining unit status, shall be entitled to retain such rights as he/she may have under this agreement prior to the promotion.

ARTICLE 4. MANAGEMENT RIGHTS

4.1

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Michigan School Code and the Public Acts of the State of Michigan, and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

4.1.1

Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the school district of Bangor Township.

4.1.2

Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and schedule all the foregoing.

4.1.3

Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees for good cause, assign work or duties to employees, determine the size of the work force and to lay off employees.

4.1.4

Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work.

4.1.5

Determine the qualifications of employees.

4.1.6

Determine the policy affecting the selection of employees.

4.1.7

The Board shall continue to have the exclusive right to establish, modify or change any condition except those covered by provisions of this master agreement.

4.2

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees and the establishment and revision of rules and

regulations governing and pertaining to work and shall be free to exercise all of its managerial rights and authority and shall be limited only by the specific and express terms hereof in conformance with the constitution and laws of the State of Michigan and the United States.

4.3

The listing of specific management rights in the agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE 5. DISCHARGE, DISCIPLINE, AND DISCRIMINATION

5.1 Discharge:

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee in writing, and a copy of the same to the Union, except that no warning notice need be given to an employee if he is discharged if the cause of such discharge is:

5.1.1

Dishonesty or theft.

5.1.2

Drinking and/or the possession of intoxicants or illegal drugs on the job.

5.1.3

Recklessness resulting in serious accident to self or others while on duty. Recklessness shall mean flagrant disregard of safety for self and others and not necessarily be construed to be the same as reckless driving under the Michigan Penal Code.

5.1.4

Flagrant insubordination.

5.1.5

Leaving job or assigned area without permission of supervisor shall be considered a dischargeable offense or a voluntary quit without notice, unless it is an emergency.

5.1.6

Absence from work for three (3) consecutive work days without notifying supervision of a reasonable excuse for such absence during that time.

5.1.7

Substantiated immoral sexual conduct on the job.

5.2

Discharge must be by prior written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. A request by an employee for an investigation as to his discharge or suspension must be made by written request within ten (10) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) days and a decision reached within fifteen (15) days from the date of hearing or suspension unless extended by mutual agreement of the Board of Education and Union. If no decision has been reached during the fifteen (15) days, the case shall then be subject to the grievance procedure provided within the agreement.

5.3

Rules subject to progressive discipline steps shall be applied uniformly in accordance with the policies of the Board of Education.

The following shall be the standard progressive discipline steps applicable to any combination of lesser violations than previously listed in Section 5.1:

- | | |
|---------|---|
| STEP 1: | Notice (reprimand) verbal or written. |
| STEP 2: | Three (3) day suspension with written notice. |
| STEP 3: | Seven (7) day suspension with written notice. |

STEP 4: Discharge with written statement of just cause.

5.4 The policies of the Board of Education will be uniformly applied. In such application, a written notice shall be construed to be a reprimand and shall remain on an employee's record for no more than twelve (12) months from date of issue. It follows, that progressive discipline will be based on discipline recorded within the most recent twelve (12) month period.

5.5 Members of the bargaining unit shall be entitled to full rights of citizenship and no religious, personal, or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such members of the Union, providing such activities are within the lawful boundaries of state and federal statutes.

ARTICLE 6. UNION RIGHTS AND SECURITY

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

6.1.1 The right to use school facilities for meetings and use school equipment.

6.1.2 The Employer agrees to furnish to the Union in response to reasonable requests, any available information permitted under the Freedom of Information Act.

6.1.3 The Employer agrees not to discriminate on the basis of race, color, national origin, sex, or handicap or union activity in its employment, educational programs and activities as required by Title VI of the Civil Rights Act of 1964, Title IX of the 1972 Educational Amendments and Section 504 of the Rehabilitation Act Amendments of 1973.

6.1.4 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

6.1.5 The Employer agrees to grant the association two (2) paid leave days and eight (8) days paid on a 50/50 basis by the Union and the Employer, per year for the use of its representatives to conduct Union business or participate in association activities.

ARTICLE 7. GRIEVANCE PROCEDURE

7.1 It is mutually agreed that all grievances arising and during the terms of this agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strike, tie-up of equipment, slowdowns, walkouts or any other cessation of work or lockouts.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided.

A grievance shall hereinafter be defined as follows: A claim by the Employer or employee that there has been a violation or misapplication of any provision of this agreement.

7.2 Should any grievance over the alleged misinterpretation or misapplication of the specific terms of this agreement occur, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Informal Procedure

The employee or the association with a grievance shall first discuss the matter directly with their supervisor with the objective of resolving the matter informally. It is assumed that most problems can be resolved in this process; however, if the problem is not resolved satisfactorily at this level, the individual will proceed within ten (10) working days to the Formal Procedure.

Formal Procedure

STEP 1

By conference between the aggrieved employee(s), the Union steward and the immediate supervisor.

STEP 1A

Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the grievance form provided by the local Union and present it to the employee's supervisor after the Step 1 conference.

STEP 2

Within ten (10) working days of the receipt of the grievance the Superintendent or Assistant Superintendent and/or their designee shall meet with an official(s) of the Union and the supervisor or representative of the Employer, or both.

STEP 3

If the decision in Step 2 is not satisfactory, the grievance will be presented to the Board of Education or their designee. The grievance must be settled within fourteen (14) working days at this Step, or proceed to the Michigan Employment Relations Commission (MERC) for mediation.

STEP 4

In the event the last Step fails to settle the complaint, it may be referred to an impartial arbitrator upon the request of either party. The Executive Board of the local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration.

Failure to request arbitration within thirty (30) working days after the Step 3 meeting, shall conclude the matter and the grievance shall be considered dropped.

THE PROCEDURE SET FORTH HEREIN MAY BE INVOKED ONLY BY THE AUTHORIZED UNION REPRESENTATIVE OR THE EMPLOYER:

7.3

The arbitrator may be a person mutually selected and agreeable, but if none is so selected and agreeable, he/she shall be selected by the parties from a list of seven (7) names furnished in accordance with the rules of the Federal Mediation and Conciliation Service, either by mutual agreement or from which list each party shall be permitted to strike alternately three (3) names, with the requesting party striking first and the remaining arbitrator shall be thereupon accepted.

In the event of a refusal by either party to submit to or to appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award.

7.4

Powers of the Arbitrator: It shall be the function of the arbitrator and he shall be so empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles of this agreement.

7.4.1

He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

7.4.2

He shall have no power to establish wage rates or to change any rate.

7.4.3

He shall have no power to rule on the termination of service of or failure to reemploy any probationary employee.

7.4.4

He shall have no power to change any practice, policy, or rule of the Board of Education nor to substitute his judgment for that of the Board as to reasonableness of any such practice, policy, rule or any action of the Board.

7.4.5

His powers shall be limited to deciding whether the Board has violated the express article or sections of this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

7.4.6

In rendering decisions the arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

7.4.7

In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

7.4.8

The decision of the arbitrator shall be rendered without undue delay and in any event within thirty (30) days, unless extended by mutual agreement, and all settlements made in the grievance procedure, including the decision of the arbitrator, shall be final and binding on all parties, including the employees involved.

7.4.9

The impartial arbitrator shall have the authority to order full, partial, or no compensation for time lost.

7.5

Fees and Expenses:

The fees and expenses of the arbitrator shall be shared equally by the Board and the Union except that whenever the arbitrator clearly establishes a losing party in any case, it is understood that the entire fee charged by the arbitrator will be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

7.6

Grievances must be acted upon promptly and no grievance will be considered or discussed which has not been reduced to writing and presented later than ten (10) working days after such has happened.

7.7

Limitations of Authority and Liability:

No employee, Union member or any other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever. It is further agreed that in all cases of any illegal strike, slowdown, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to or have any recourse to any provision of this agreement.

7.8

After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any illegal strike, slowdown, walkout, or any other cessation of work, and such Union member shall not be entitled to, or have any recourse to any other provisions of this agreement.

7.9

Should either party not accept and abide by the procedure set forth in this article or the decisions resulting therefrom, then in such instance, either party shall have the sole right of other legal recourse.

7.10

Any individual employee or group of employees who willfully violate or disregard the Arbitration and Grievance Procedure set forth in Article 7 of this agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 8. STEWARDS

- 8.1 Employees shall be represented by Union stewards or association representatives who are seniority employees from within the bargaining unit. In the absence of the regular steward/representative, by an alternate steward/representative. The Union shall furnish in writing to the Employer the names of steward/representatives upon their election or appointment. The authority of the steward/representative or his alternate shall be limited as follows:
- 8.1.1 Investigation of grievances or potential grievances shall be on the steward/representative's own time.
- 8.1.2 The transmission of messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
- a. Have been reduced to writing; or
 - b. If not reduced to writing and are of a routine nature, the transmission of such information shall be on the steward/representative's own time.
- 8.1.3 The steward/representative may represent any member of the bargaining group who has been assessed disciplinary time off, including discharge if that employee requests representation. Upon such request by an employee, the Employer or its designee will make suitable arrangements to release the steward/representative from his work assignment without loss of pay for purpose of such representation. The steward shall notify his supervisor upon return to his regular work assignment.
- 8.1.4 The Employer or its designee will release the steward/representative from his work assignment, without loss of pay to present grievances in accordance with the provisions of this collective bargaining agreement. It shall be the

steward/representative's responsibility to request a meeting time for the presentation of the grievance. The request shall be implemented by notification to the steward's immediate supervisor. Upon return to his work assignment, the steward shall notify his supervisor.

- 8.2 Job steward and alternates have no authority to take action interrupting the school district's business. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the steward or his alternate has taken any action such as slowdown or work stoppage in violation of this agreement. The Employer agrees to provide new employees with the necessary Union membership forms as supplied by the Union.
- 8.3 One (1) steward/representative shall hold top seniority for layoff and rehire purposes, providing that they are willing and able to perform work available in their classification or a lower classification.

ARTICLE 9. LEAVES OF ABSENCE

- 9.1 Any employee desiring a leave of absence from their employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from both the Union and the Employer. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of insurance before the leave may be approved by either the Union or the Employer.
- 9.1.1 When an employee returns to work following a leave of absence duly granted by the administration for any reason, the school Board may require such employee to submit to a physical examination at its expense to make certain the employee is able

to return to work. An employee shall be entitled to retain such rights as he/she may have had prior to employee's leave of absence. Employee will return on the same step on the salary schedule in the same classification.

9.1.2

An employee may be granted, without pay, a family health leave up to one (1) year after two (2) consecutive years employment when the health of a member of the immediate family, which shall be interpreted as father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, or dependent of the immediate household residence warrants it. At the end of said leave, the employee must either return to work or resign unless a special extension is recommended by the superintendent.

9.1.3

Upon request, the Employer shall grant unpaid leaves of up to twelve (12) weeks for the following reasons:

- A. The serious health condition of the employee; or
- B. The serious health condition of the employee's spouse, parent or guardian, parent-in-law, grandparent, or child; or
- C. The birth of a child; or
- D. The placement of a child for adoption or foster care

Child includes any individual under 18 years of age for whom the employee serves in loco parentis; a child over 18 years of age who is incapable of self care because of physical or mental disability; or a biological, adopted or foster child.

Upon return from leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours and other terms and conditions of employment.

The employee shall have the option of first using accrued paid sick leave, vacation, and/or personal leave during said leave. The remainder of any leave time will be unpaid.

Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

Seniority shall continue to accrue during the leave.

The employee shall have the right to take the leave on a reduced or intermittent schedule.

Whenever practicable, the employee will provide the Employer at least thirty (30) calendar days written notice of the request for leave. It will include:

- A. The reason for the request;
- B. The expected beginning date;
- C. The expected ending date; and
- D. Whether or not the employee intends to use paid leave for any part of the leave.

9.2

The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

9.3

JURY DUTY:

Any employee who is off work for jury duty must sign over to the school district any money received for the service if they wish to receive their full daily wage from the district. It is understood that,

should his/her services not be required for a full day, the employee shall return to complete the remaining portion of his/her normal daily work period.

ARTICLE 10. MAINTENANCE OF STANDARDS

10.1

The Employer agrees that all conditions of employment in his individual operation relating to wages, number of hours worked, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

10.2

It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within four (4) weeks from the date of notification of error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this agreement.

ARTICLE 11. WORKING CONDITIONS

11.1

Any case of assault upon an employee on school business shall be promptly reported to the board or its designated representative. Time lost by an employee in connection with any incident heretofore mentioned shall not be charged against the employee unless employee is adjudged guilty in a court of competent jurisdiction.

11.2

Serious complaints by a parent of a student directed toward an employee shall be promptly called to the employee's attention by his/her immediate supervisor.

11.3

The board further assumes the responsibility of maintaining an insurance policy for the protection of the employee in the event of an accident while transporting students to home or hospital.

11.4

Employees who are accused of any offense in connection with the faithful discharge of their duties, which in no case includes compliance with any order involving commission of a felony, or when an employee shall be subpoenaed as an Employer witness, he shall be reimbursed for all time lost.

11.5

The Employer agrees to maintain a clean sanitary washroom having hot and cold running water with toilet facilities, unless otherwise mutually agreed to. Building heat will be maintained at a reasonable level.

In the event of a heating failure (temperature drops to 55°F), or a plumbing failure which will last for two (2) continuous hours or more, the employees affected will be sent to another location or sent home with pay. It is understood the location may be within the same building. In no case will employees be released until students are safely home. If an employee chooses to stay at the work site after the options are presented, there will be no basis for a Union grievance.

ARTICLE 12. PAID FOR TIME

12.1

All employees covered by this agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report to work and registers in, until the time he/she is effectively released from duty.

ARTICLE 13. PAY PERIOD

13.1 PAY DAY:

All regular employees covered by this agreement shall be paid in full every two (2) weeks. Not more than seven (7) days shall be withheld from a regular employee. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 14. LOSS OR DAMAGE

14.1

Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE 15. EQUIPMENT, ACCIDENTS AND REPORTS, DANGEROUS WORK

15.1 Dangerous Work:

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulations relating to safety or person or equipment.

15.2 Accident Report:

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his/her Employer, the employee before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. All building offices shall have employee Accident Report forms available, and once filled out, the Accident Report will be given to the immediate supervisor for transmittal to the Board of Education office.

ARTICLE 16. WORKER'S COMPENSATION

16.1

The Employer shall provide Worker's Compensation protection for all employees. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims when such claims are due and owing. Beginning July 1, 1987, sick leave accumulation disability payments shall be integrated with Worker's Compensation payments beginning the seventh (7th) day of compensable illness or injury, not to exceed one hundred percent (100%) of the regular hourly scale.

ARTICLE 17. SEPARATION OF EMPLOYMENT

17.1

Upon discharge, the Employer shall pay all money due to the employee as soon as practicable the next working day. Upon quitting, the Employer shall pay all money due to the employee on his next scheduled pay day.

ARTICLE 18. MILITARY SERVICE

18.1

Any regular employee inducted into military service under the provisions of any selective service training statute and amendments thereto, or any similar act during time of national emergency, shall upon termination of such service, be re-employed in line with his/her seniority, at the current rate for such work, provided he/she has been honorably discharged and is qualified to do available work, and further provided that he/she reports for work within ninety (90) days of the recorded date of discharge, or within any other time guaranteed by law.

ARTICLE 19. EXAMINATIONS AND IDENTIFICATION FEES

19.1

Physical, mental or other examinations required by a governmental body or the Employer shall be promptly complied with by all

employees, provided; however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination(s), where the time spent by the employee exceeds two (2) hours and in that case, only for those hours in excess of said two (2) hours. Examinations are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

19.2

Employees who are directed by the Employer as a result of a recommendation of either the Health Department or the doctor of a pupil to have medical exams or treatment due to being exposed to a school health problem, shall have the expense of such paid by either worker's compensation, employee's health insurance or by the Employer if not covered by the aforementioned insurance programs.

ARTICLE 20. MEAL PERIOD

20.1

Employees shall, except by mutual agreement, take at least one continuous period for meals, but not less than thirty (30) minutes nor more than one (1) hour in any one day. No employee shall be compelled to take more than one continuous hour during such period nor be compelled to take any part of such continuous hour before he/she has been on duty (4) hours or after he/she has been on duty six (6) hours.

ARTICLE 21. PROTECTION OF EMPLOYEES

21.1

If any employee is sued for his actions where the employee was acting in conformance with the reasonable and prudent application of his job, the school will provide any relevant information upon request and provide legal assistance if necessary.

ARTICLE 22. INSURANCE

22.1 Option A:

Health Insurance: Effective July 1, 1993, the Board of Education shall provide, without cost, to Option A employees MESSA Super Care I for twelve (12) months. This coverage will be compared to substantially equivalent coverage in contract year two.

Dental Insurance: The Board of Education will pay the full cost of Family Dental coverage provided under Delta Dental Plan C (50/50). Comparisons of dental programs will also take place in contract year two.

Vision Insurance: The Board of Education shall provide vision insurance (VSP-1) for a full twelve (12) months.

Life Insurance: The Board of Education shall provide a ten thousand dollar (\$10,000) term life insurance policy with AD&D to each eligible Option A employee.

22.2 Option B:

Dental Insurance: The Board of Education will pay the full cost of Family Dental coverage provided under Delta Dental Plan A-0-3 (75/50/50) with orthodontics. Comparisons of dental programs will take place in contract year two.

Vision Insurance: The Board of Education shall provide vision insurance (VSP-3) to Option B employees for a full twelve (12) months.

Long-Term Disability: The Board of Education shall provide long-term disability insurance for all Option B employees at 66-2/3% of salary with a sixty (60) day waiting period.

Life Insurance: The Board of Education shall provide a fifteen thousand dollar (\$15,000) term life insurance policy with AD&D to each eligible Option B employee.

Annuity: The Board of Education shall contribute twenty-five dollars (\$25.00) per month to a Board-approved, tax-sheltered annuity to all eligible Option B employees.

22.3 Option C:

An employee may choose, in lieu of A or B coverage, a Board of Education contribution of \$110.00 per month to a Board-approved, tax-sheltered annuity in the name of the employee.

22.4 **Double Coverage:**

There shall be no double coverage allowed by the employee who has coverage from another source. If requested, the employee shall certify in writing their current insurance status.

ARTICLE 23. SCHEDULE "A"

Minimum Wage Rates

	Classification	7/1/93	7/1/94
23.1	<u>Group I:</u>		
		\$9.83	\$9.83
	Early Elementary	"	"
	Classroom Support Staff		
23.2	<u>Group IA:</u>	\$10.27	\$10.82
	Clerk/Typist	"	"
	Support Librarian	"	"
	Receptionist	"	"
	Instructional Material Staff	"	"
	Instructional Support Staff	"	"
	Time-Out Room Coordinator	"	"
23.3	<u>Group II:</u>	\$11.33	\$11.92
	Elementary Secretary	"	"
	Jr. High Secretary	"	"
	Sr. High Secretary	"	"

23.4 Group III: \$11.84 \$12.48
 Central Office
 Secretary

23.5 Group IV: \$12.39 \$13.06
 Bookkeeper " "
 Technical " "

23.6 All new employees shall start one dollar (\$1.00) under scale for the first six (6) months of employment. The second six months of employment will be fifty cents (\$.50) under scale until the end of the first calendar year worked.

ARTICLE 24. HOURS OF WORK

24.1 Hours:
 The regular work week shall commence on Monday a.m. and end on Friday p.m.

All employees covered by the agreement shall be guaranteed thirty (30) hours work or pay, Monday through Friday. This weekly guarantee shall not apply to school recess weeks (summer recess, inservice days, etc.)

In the event that an employee does not work of his own volition during one (1) of his regularly scheduled days, his/her guarantee shall be reduced on the basis of six (6) hours for each day.

There shall be no split shifts.

24.2 Call-In Pay:
 Any employee called in to work any day Monday through Friday shall be guaranteed their normal daily scheduled hours at the rate specified in this agreement, unless the Employer and the employee agree otherwise.

24.3 Recall Pay:
 Any employee who is recalled to work after completing his/her daily shift of work shall be guaranteed a minimum of two (2) hours pay at the prevailing rate.

Any employee called in to work on Saturday or Sunday shall be guaranteed four (4) hours, the pay rate as specified in this Agreement.

24.4 Daily and Weekly Overtime:
 Time and one-half (1-1/2) shall be paid for all time in excess of forty (40) hours in any one week, or eight (8) hours in any one day, whichever is greater, but not both. Employees must agree if time off is scheduled for time and one-half (1-1/2) hours due them rather than the pay.

Overtime shall be assigned to employees in each job classification in each school.

24.5 Sunday Overtime:
 Double (2X) the regular hourly rate shall be paid for all work performed on Sunday.

Work performed Saturday or Sunday shall not apply against the guarantee, but must be paid in addition to the guarantee.

Paid holiday and sick leave hours shall be considered as hours worked for the purpose of computing weekly overtime.

ARTICLE 25. COMPENSATION

25.1 The salaries of employees covered by this agreement are set forth in Schedule "A."

25.2 An employee not working fifty-two (52) weeks may select one of the following pay plans. The option chosen cannot be changed during the fiscal year:

1. Twenty-one bi-weekly pay periods.
2. Twenty-six bi-weekly pay periods.

ARTICLE 26. EMPLOYEE ASSIGNMENTS

26.1 Employee Assignments:

All employees shall be given two (2) weeks notice to the start of the new work year with the following information:

1. Building assignment
2. First day and time to report to work.
3. Hourly rate of pay.
4. During the first week in which an employee returns to work, a schedule shall be presented to the employee specifying number of days worked, holidays, vacation days and total earnings for the year.
5. Number of and amount of bi-weekly pays.

26.2 Emergency Duties:

Except in an emergency, which is a sudden or unexpected occurrence as determined by the immediate supervisor, employees shall not be asked to assume the duties of a classroom teacher, a custodian or a playground supervisor. Instructional support staff may be asked to perform whatever duties are required by the teacher.

26.3 Duties - End of School Year:

Two (2) weeks prior to the end of the school year, employees will be allowed to relax their regular dress code to allow them to perform other than regular clerical tasks.

ARTICLE 27. JOB BIDDING

27.1

Whenever any vacancy or other special opportunity within the bargaining unit shall occur, the Board shall publicize the same by giving written notice to each employee of the bargaining unit by mail. Currently employed personnel shall be given first consideration in interviewing for vacancies which occur. No

vacancies or newly created positions shall be filled except in case of an emergency, on a temporary basis, until such vacancy notice has been distributed, as dated for at least ten (10) calendar days.

27.2

All vacancy notices shall include the following information: Classification and listing the duties involved, anticipated daily working hours and building. With the exception of the Group III Central Office Secretary, and the Group IV Technical, who shall be selected by the Employer from internal and external candidates, job openings shall be filled from bids submitted on the basis of an employee's seniority and ability. Employees transferred through such procedure will be given a reasonable trial period on the job to which they were transferred.

27.3 Job Classifications:

Any employee transferred and assigned the duties from a lower classification and who competently performs those duties of the higher classification shall receive the rate of pay established for the higher classification. If four (4) hours are worked on the higher classification, the employee shall be paid for all hours worked that day at the higher classification rate.

If one-half (1/2) of the work week is worked on the higher classification, the employee shall be paid for all hours worked that week at the higher classification rate.

Any employee transferred temporarily from a higher classification to a lower classification shall retain his higher rate of pay during the temporary period.

Any employee transferred permanently from a higher to a lower classification shall receive the rate of pay established for the lower classification.

Whenever secretarial ESP bargaining unit members are asked to do the work of another bargaining unit member, and the additional assignment results in an increase in the number of hours worked in a day, the member will be paid at his/her regular rate of pay. It is also understood that when additional work becomes available during vacation recess periods and is assigned to a regular

bargaining unit member, the member will be paid at his/her regular rate of pay. Other substitutes are not bargaining unit members, and those substitutes may still be paid at the Board-determined substitute rate.

27.4 Definition of Full-Time Employee:

Any employee who works twenty-five (25) hours or more a week for four (4) consecutive weeks shall be considered full-time. Any employee working less hours than stipulated above shall be considered a part-time employee, and shall receive one-half (1/2) of the sick leave and vacation benefits of a full-time employee.

Definition of Part-Time Employee:

Any employee who is regularly scheduled to work twenty-five (25) hours or less per week shall be considered a part-time employee. Part-time employees who are regularly scheduled to work in excess of ten (10) hours per week, shall receive twenty-five dollars (\$25.00) per month toward the annuity Option C, plus sick and vacation days based on their regular daily schedule.

27.5 Job Skill Requirements:

Anyone wishing a position as a Group IIB or III employee must have at a minimum, the following skills:

1. Type a minimum of 60 words per minute.
2. Be able to take dictation at a minimum of 60 words per minute from a standard tape.

Anyone wishing a position as a Group IV employee must meet the following requirements:

1. At least three (3) years experience as a bookkeeper; or
2. Complete at least one (1) year of post-high school work in a college or business school in the field of bookkeeping.

Anyone wishing a position as a Group IV Technical must possess, at a minimum, the following skills and requirements:

1. Be able to read and apply service manual schematics in repairing electronic and office equipment, including AV equipment and copy equipment.
2. Have completed a course in audio-electronics.

27.6

When secretarial positions are posted for the Summer Enrichment Program, it is understood that members of this unit may bid for the position at the posted fee.

27.7

Standard:

The employer will consider input from the employees when drafting or revising job descriptions within the current classifications.

ARTICLE 28. VACATIONS

28.1

Fifty-two (52) week employees shall be entitled to two (2) weeks paid vacation per year; however, after five (5) years of employment, fifty-two (52) week employees shall receive three (3) weeks paid vacation per year.

Beginning with the seventh year of service, fifty-two week employees shall receive one (1) additional vacation day per year until they have twenty (20) days of vacation. Said vacation days to be paid at their hourly or weekly rate, exclusive of overtime.

Fifty-two (52) week employees working less than the fifty-two week schedule for any reason shall receive pro-rated paid vacation.

Example: One-twelfth (1/12) of regular fifty-two week vacation for each month worked. Paid sick leave shall be considered as time worked in computing prorated vacation pay.

28.2 Employee Working Less than 52 Weeks:
Shall receive five (5) paid vacation recess days after their first year of employment. After five (5) years of employment they shall receive ten (10) paid vacation recess days per year.

28.3 Vacation/Recess Days (less than 52 week employees):
Employees who are less than fifty-two (52) week employees, shall celebrate any vacation recess days due them only during school recess periods when school is not in session.

28.4 Amount of Vacation Pay:
Vacation days are to be paid at their current hourly or weekly rate exclusive of overtime at the time vacations are taken.

If a holiday should fall within the vacation period, the employee shall be paid an additional day's pay at straight time hourly rates.

Employees shall not be allowed to accept pay in lieu of vacation time off, except with the consent of Employer and Union.

Vacation pay will be paid to the employee at the normal specified pay day.

28.5 52-Week Employees - Time for Vacation:
The Employer shall have the right to determine vacation leaves of absence so that such vacation leaves of absence shall not interfere with efficient operation of the school district.

Subject to Section 3 (a) above, vacation requests shall be granted according to seniority providing that a reasonable amount of notice of request for vacation is given by the employee.

Any employee who has earned his vacation and is separated from his/her employment before taking it, shall be paid the amount earned at the time of separation.

ARTICLE 29. HOLIDAYS

29.1 Employees shall not be required to work and shall be paid one (1) day's pay at the straight time hourly rate for the following days.

Paid holidays for all employees shall be Labor Day, Thanksgiving recess, Christmas, New Year's Day, Good Friday and Memorial Day. Fifty-two week employees shall also be paid for July 4.

For fifty-two week employees, New Year's Eve and Christmas Eve will be paid days off if the holiday falls within the regular work week of Monday through Friday. Whenever the employee is scheduled to work on either holiday, one (1) extra day's pay will be awarded.

When Christmas or New Year's Day falls on Thursday, the employees will receive Friday off, as well as the holiday. If Christmas or New Year's Day falls on Tuesday, employees will receive Monday off, as well as the holiday, provided school is not in session.

29.2

Employees called to work on any of the above listed holidays shall be paid two times (2X) their regular pay in addition to their regular day's pay referred to above.

29.3

Employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, nonoccupational injury or within the first six (6) months of absence due to occupational injury or during a period of permissible absence.

29.4

If a holiday falls within the thirty (30) day period following an employee's layoff due to lack of work and such employee is also recalled to work during the same thirty (30) day period, but did not receive any holiday pay, then in such case he/she shall receive an extra day's pay for such holiday in the week in which he/she returns to work. Said extra day's pay shall be paid at the straight time hourly rate specified in the contract. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his/her return. Under no circumstances shall extra pay referred to herein be construed to be holiday pay nor shall it be construed to be as hours worked for weekly overtime.

29.5 All listed holidays shall be paid regardless of the day on which they fall.

29.6 In any week in which the paid holidays fall, the guaranteed work week shall be reduced by the number of paid holiday hours in that holiday week, as consistent with Article 24.1.

ARTICLE 30. SICK AND EMERGENCY LEAVE

30.1 This shall be a package plan which includes sick and emergency leave. Emergency leave consists of time off for funerals, business leave, and leave for illness in the family. Family is to be defined as parent or guardian, husband, wife, child, sister, brother, father-in-law, mother-in law or dependent of the immediate household residence.

30.2 Fifty-two (52) week employees shall be entitled to fourteen (14) days sick leave, which includes five (5) days emergency leave to accumulate to eighty-four (84) days.

30.3 All other employees shall be entitled to twelve (12) days sick leave, which includes five (5) days emergency leave, to accumulate to seventy-two (72) days.

30.4 An additional three (3) days shall be allowed in case of a death in the immediate family, not to be deducted from accumulated sick leave.

30.5 Sick Leave Bank:
Sick leave bank will be paid to employees who terminate their employment in good standing and are not discharged. Sick leave bank shall be pro-rated at thirty dollars (\$30.00) per day and shall not exceed one thousand-eight hundred seventy-five dollars

(\$1,875.00). To qualify, the employee must have five (5) years of experience in the Bangor Township Schools.

ARTICLE 31. MISCELLANEOUS PROVISIONS

31.1 Relief Time:
Employees are entitled to a relief time, morning and afternoon, not to exceed fifteen (15) minutes at either time.

31.2 Fifty-two (52) Week Employees (240 work days):
Currently includes Administration Building Secretary, Senior High School Secretary (except 40-week employee at John Glenn), Bookkeeping personnel, and one Technician.

Forty-three (43) week or less Employees (203 work days or less):
Includes all other employees not included above 52-week group.

31.3 Each employee and all newly-hired employees shall be furnished with a copy of this contract. Expenses are to be shared equally by the Employer and the association.

31.4 Union Bulletin Boards:
The Employer agrees to provide suitable space for Union bulletins and access to school mail. Posting by the Union on such boards is to be confined to official business.

31.5 Inspection Privileges:
Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

31.6 Inclement Weather:
On days when schools must be closed because of inclement weather, all employees should report to assigned stations at the regular time or as soon as safe travel conditions will permit and school parking lots are cleared. Employees who are unable to

report to work shall notify their immediate supervisor at the earliest practicable.

When schools are closed early due to hazardous driving conditions, the chief administrator of each building shall be authorized to excuse employees on an individual basis from completing the normal day. This applies when weather conditions cause such action to be taken, and it is reasonably sure that the students have arrived home safely. All employees shall be paid at their regular rate of pay for the entire work day.

When snow days exceed two (2), employees shall not be required to report to work. With the exception of fifty-two (52) week employees, these days will be made up by the end of the school year. The employee may be permitted to make up time lost due to weather at the end of the scheduled work year, providing that work is available. The scheduling of particular days as additional duty days shall be consistent with the other provisions of the agreement and with prior consultation with the Union.

31.7 Automobile Expense:

Employees required in the course of their work to drive personal automobiles to perform business of the district shall receive an allowance of an amount equal to the current IRS mileage rate, provided previous approval of the administration has been given. The reimbursement rate for a given school year shall be the rate published by the IRS effective January 1, prior to the start of that school year during which mileage was driven.

ARTICLE 32. SEPARABILITY AND SAVINGS CLAUSE

32.1

If any article or section of the contract or any riders thereto should be held invalid by any body of law or if compliance with or enforcement of any article or section should be restrained by such body pending a final determination as to its validity, the remainder of this contract and of any Rider thereto shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions in this Contract to the contrary.

ARTICLE 33. DURATION OF AGREEMENT

33.1

This agreement shall be in full force and effect from July 1, 1993, to and including June 30, 1995, and shall continue in full force and effect from year-to-year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

33.2

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30, 1995, or June 30 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such agreement. The respective parties shall be permitted all legal recourse to support their request for revisions if the parties fail to agree thereon.

33.3

In the event of an inadvertent failure by either party to give notice as set forth in this article, such party may give such notice at any time prior to the termination or automatic renewal date of this section. The expiration date of this agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 27th Day of June, 1988.

BANGOR TOWNSHIP BOARD OF EDUCATION

By _____
Carl C. Hartman, Ph.D.
Superintendent of Schools

By _____
Charles E. Bibbee
Chief Negotiator

By _____
Del C. Crook
Board President

BANGOR TOWNSHIP MEA/NEA-ESP (SECRETARIES)

By _____
Dan Haske
President

By _____
Lynne Moore
Vice President

By _____
MaDonna Lang
Secretary/Treasurer

By _____
Cara Barcia
Assoc. Representative - Group III

By _____
Paul Phillips
Assoc. Representative - Group IV

By _____
Barbara Skowronski
Assoc. Representative - Alternate