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MASTER AGREEMENT

between

BUENA VISTA BOARD OF EDUCATION

and

**BUENA VISTA EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
NATIONAL EDUCATION ASSOCIATION**

1985 - 1988

Buena Vista School District

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**BUENA VISTA SCHOOLS
705 N. TOWERLINE ROAD
SAGINAW, MICHIGAN 48601**

MASTER AGREEMENT

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BUENA VISTA BOARD OF EDUCATION

and

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SUPPORT PERSONNEL ASSOCIATION
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1985 - 1988

It is the policy of the Buena Vista School District that no person shall, on the basis of sex, race, color, national origin, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment and education or any of its programs or activities.

**BUENA VISTA SCHOOLS
705 N. TOWERLINE ROAD
SAGINAW, MICHIGAN 48601**

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MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
(MESPA)

P R A M B L E

This Agreement is entered into, effective December 13, 1984, by and between the Buena Vista Board of Education, the School District of Saginaw, Michigan, hereinafter called the "Board", and the Buena Vista Educational Support Personnel Association/National Educational Association, Buena Vista, hereinafter called the "Union", through its local affiliate, the MESPA/NEA - Buena Vista. The signatories shall be the sole parties to this agreement.

WHEREAS, the Board and the Union have a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Union as the sole and exclusive bargaining representative of all employees described below:
- all building secretaries, clerk librarians, food service employees, paraprofessionals, hall monitors, crossing guards, noon-hour helpers, and bus chaperones, excluding superintendent's secretary, confidential employees, supervisors and all other employees of the Buena Vista School District.
- B. All personnel represented by the Union in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Members".

ARTICLE II - PROHIBITION AGAINST STRIKE

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal. The Arbitrator is limited to determining only the issue of whether or not any employee or employees' activity violated the provisions of this Article. The penalty assessed by the Employer is not subject to the Arbitrator's determination.

ARTICLE III - EQUAL EMPLOYMENT OPPORTUNITY

The Board and the Union agree that it shall be a violation of the Agreement for either the Board or the Union to limit, segregate, or classify any employee which in any way deprives, or tends to deprive, any Bargaining Unit Member of employment opportunities or otherwise adversely affects their status as an employee because of the individual's race, color, religion, sex, age, marital status or national origin.

ARTICLE IV - MAINTENANCE OF STANDARDS

- A. All economic benefits shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of Bargaining Unit Members as required by express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive Bargaining Unit Members of economic benefits heretofore enjoyed, unless expressly stated herein.

- B. The Board agrees that work presently performed by the bargaining unit will not be subcontracted, leased, or conveyed in whole or in part to any organization, person, or non-bargaining unit member so as to eliminate or reduce paid work hours for any Buena Vista MESPA bargaining unit member, until a time when the bargaining unit member has been advised. The Buena Vista Board of Education shall provide relevant data to substantiate the need to improve the school system's efficiency.

ARTICLE V - PAYROLL DEDUCTION

- A. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives authorization to do so the required amount for the payment of dues or service fees. Such dues, or fees, accompanied by a list of Bargaining Unit Members from whom they have been deducted and the amount deducted from each, shall be forwarded to the Union no later than fifteen (15) days after the deductions were made.
- B. The Union shall notify the Board thirty (30) days prior to any change in its dues or fees.
- C. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Board and the Union.

ARTICLE VI - FINANCIAL RESPONSIBILITY

- A. Any Bargaining Unit Member who is not a member of the Union in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay as a service fee to the Union an amount equivalent to the dues uniformly required to be paid by members of the Union; provided, however, that the Bargaining Unit Member may authorize payroll deduction for such fee in the same manner as provided in Article V. In the event that a Bargaining Unit Member shall not pay such service fee directly to the Union or authorize payment through payroll deduction, as provided in this Agreement, the Union may request that such employee be terminated. The parties expressly recognize that the failure of any Bargaining Unit Member to comply with the provisions of this Article is just and reasonable cause for discharge.
- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
 - 1. The Union shall notify the Bargaining Unit Member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the Bargaining Unit Member that a request for discharge may be filed with the Board in the event compliance is not affected.

2. If the Bargaining Unit Member fails to comply, the Union may file charges, in writing, with the Board and shall request termination of the Bargaining Unit Member's employment.
- C. The Union agrees to assume the legal defense of any suit or action brought against the Board as a result of the implementation of this Article. The union further agrees to indemnify the Board for any costs or damages which may be assessed against it as the result of said suit or action or unemployment compensation required as a result of this Article.

ARTICLE VII - JOINT BOARD AND UNION MEETINGS

The Board agrees to meet not more than once per month at the request of the union to discuss any and all problems which are proper subjects of collective bargaining.

ARTICLE VIII - GRIEVANCE PROCEDURE

- A. A grievance is a claim by a Bargaining Unit Member or group of members that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. Grievances shall be processed as hereinafter provided.
- B. Level I
In the event that a Bargaining Unit Member believes there is a grievance, he/she shall first discuss the matter with her/his immediate supervisor within ten (10) working days of the alleged violation.
- C. Level II
If, following the informal discussion with the immediate supervisor, a grievance still exists, the Bargaining Unit Member may invoke the formal grievance procedure through the Union. A copy of the formal written grievance shall be delivered to the immediate supervisor within fifteen (15) working days of the alleged violation.
- D. Within five (5) working days of the receipt of the grievance, the immediate supervisor shall meet with the employee and/or Union Representative in an effort to resolve the grievance. The immediate supervisor shall indicate in writing her/his disposition of the grievance within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.
- E. Level III
If the Union is not satisfied with the disposition of the grievance, the grievance shall be filed with the Superintendent within five (5) working days of the Level II disposition. The Superintendent and/or his designated representative shall meet with the Union within five

(5) working days of filing to resolve the grievance. The Superintendent shall indicate in writing his/her disposition within five (5) working days of such meeting and shall furnish a copy thereof to the Union.

F. Level IV

If the Union is not satisfied with the disposition of the grievance, it may elect to submit the grievance to arbitration as follows:

1. Within fifteen (15) days from the receipt of the Level III answer, the Union will give written notice to the Board its intent to arbitrate.
2. The Arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.

G. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in this Agreement, or to determine disputed facts upon which application of the Agreement depends. The Arbitrator shall therefore not have authority, nor shall he consider his function to include, the decision of any issues not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction), of written terms of this Agreement. The Arbitrator has no obligation merely because in his opinion such decision is fair or equitable or because in his opinion it is unfair or inequitable.

H. Unless expressly agreed to by the parties in writing, the Arbitrator is limited to hearing one issue or grievance upon its merits. Separate Arbitrators shall be constituted for each issue appealed to arbitration.

I. The fees and expenses of the arbitration, cost of transcript (if one is requested by the Arbitrator), and cost of hearing room shall be borne equally by the parties.

J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

K. A Bargaining Unit Member, who must be involved in the grievance procedure during the work day, shall be excused with pay for that purpose. Every effort will be made to schedule grievance meetings when no work disruption would occur. This provision does not apply to

arbitration or mediation sessions.

- L. Whenever new jobs are established in the bargaining unit, the employer shall establish the job, its duties and rate to be paid which shall be supplied to the Union. If the Union objects to the rate, the parties shall meet to negotiate a rate. If this is not accomplished within thirty (30) days of the notification, the Union may file a grievance no later than forty-five (45) days from the notification.

ARTICLE IX - HOURS OF WORK

- A. The District reserves the right to set the hours of work for all employees covered by this agreement. A permanent change in the starting time shall not be made without prior notification to the Union. The District reserves the right to occasionally change an employee's starting time in case of emergency.
- B. All employees required to work four (4) consecutive hours or more shall be entitled to a duty-free, uninterrupted unpaid lunch period of one-half (1/2) hour.
- C. The District agrees to pay overtime under the following conditions:
 - 1. Time-and-one-half (1-1/2) shall be paid for any hours worked in excess of eight (8) hours in a twenty-four (24) hour period; or for any hours worked in excess of forty (40) hours in a calendar week and for all Saturday time.
 - 2. Double time shall be paid for any hours an employee is required to work on Sundays.
- D. Advance notice of overtime shall be given to the affected employee(s) as soon as practical.
- E. Assignment of additional hours of work not adjacent to the regular work day shall be made according to seniority by job classification (within each building where applicable) and rotated. In the event that no employee is willing to work the additional hours, the Administration may require the least senior employee reasonably available, to perform the required tasks if Administration is unable, after reasonable attempt, to secure a substitute.
- F. An employee required to perform overtime work or to work on a scheduled day off shall not be required to take time off during the work week for the purpose of off-setting overtime.
- G. Employees shall be paid for all hours worked.
- H. Employees required to work on a Holiday shall be paid double time.
- I. Employees required to attend meetings called by Administration shall be paid regular hourly pay regardless of all other hours worked in that day or week.

- J. Once the decision has been made to substantially reduce working hours, but prior to implementation, the Board's representative shall meet with the Union President and the affected employee(s) to discuss the best method of implementation. Consideration shall be given to seniority and qualifications and employee(s) suggestions.
- K. Employees shall be required to notify their immediate supervisor when they are going to be absent. The immediate supervisor must be notified the night before or in case of emergency, one (1) hour before their regular starting time.
- L. Should a temporary change of school hours cause food service staff to prepare, serve, and clean up on an accelerated schedule for noon lunch, they may elect to either work till the end of the normal shift or they will be permitted to leave their building when their work is finished, but will not be paid beyond the time they finished their work.

ARTICLE X - COMPENSATION

- A. Compensation shall be at the hourly rate as specified in Appendix A.
- B. The hourly rate shall be increased due to longevity according to the following schedule.

after completion of the tenth (10) year of service	3%
after completion of the fifteenth (15) year of service	6%
after completion of the twentieth (20) year of service	9%
- C. The Board shall make the 5% retirement contribution for all bargaining unit members.
- D. Employees using private vehicles for school business shall be paid in accordance with school policy.
- E. Whenever school is cancelled due to an act of God, employees will not be paid until those days are made up in accordance with the Michigan School Law Code.

If present school code is modified so these days are not required to be made up and there is no loss of income to the school district, employees shall receive their regular pay on those occasions, provided they have been released by administration.

ARTICLE XI - BOARD RIGHTS

- A. The employer 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 Constitution 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 and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion for just cause; and to promote; and to transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 the 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 of laws of the United States.
 - C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE XII - SENIORITY

- A. Seniority shall be defined as length of continuous service within the district as a bargaining unit member from the bargaining unit member's first working day. In the circumstance of more than one individual starting work on the same day, seniority will be decided by alphabetical order of surnames.
- B. New employees shall serve a ninety (90) day probationary period. After completion of the probationary period, an employee will be entered on the seniority list retroactive to the first day of employment. Summer recess shall not be included in the probationary period unless actually worked.
- C. Seniority accrues by virtue of this Agreement. Employees who transfer out of the bargaining unit to another district position shall have their seniority frozen until such time as they return to a bargaining unit position.
- D. Termination
An employee shall lose his/her seniority for the following reasons:
 1. He quits.
 2. He is discharged and the discharge is not reversed through the grievance procedure.
 3. He fails to return to work within ten (10) working days unless there is a justifiable reason after the issuance by the Employer

of notice of recall by registered or certified mail to the last known address of such employee as shown on the Employer's records.

4. He is absent from work without advising the Employer and giving satisfactory reasons for such absence for three (3) consecutive days.
5. He overstays a granted leave of absence, including vacation, unless there are extenuating circumstances and the supervisor is so notified.
6. He retires.
7. Employee is laid off for a continuous period of five (5) years.

ARTICLE XIII - VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy will be defined, for purpose of this agreement, as a position previously held by a Bargaining Unit Member, or a newly created position within the Bargaining Unit. No vacancy will be filled on a permanent basis until it has been posted for at least ten (10) working days.
- B. Notice of such vacancy will be on all bulletin boards and by all time clocks used by the Union and sent to the Union President.
- C. Promotions (employees desiring higher rated classification) shall be governed by seniority unless there is an employee bidding for the job who has substantially greater merit, ability and capacity.
- D. Employees may transfer to different buildings when there is a vacancy in that classification, by seniority as long as it does not substantially affect the efficient operation of the school district or increase the district's costs.
- E. Request for transfer will be made in writing, on forms provided by the district.
- F. When advancing to different classifications, employees will retain their existing rate for a working trial period of not more than thirty (30) working days, at the completion of which they will receive an appropriate rate for the higher classification retroactive to the time of such promotion. If, during the trial period, the employee's work is unsatisfactory, or at the request of the employee, he/she will be reinstated in his/her previous classification, and will not receive the additional pay for the advance position, as well, seniority will not be affected.
- G. Involuntary transfers may be made to prevent undue disruption of the school district or to better utilize the services and skills of the bargaining unit member. Conditions of the involuntary transfer shall be stated, to the affected employee in writing, prior to the transfer and may be appealed through the grievance procedure.

ARTICLE XIV - STAFF REDUCTION

- A. In the event a staff reduction is necessary, the Union will be notified at least two (2) weeks prior to any action being taken, except as a result of unforeseen emergency. Notice shall be written to the union president.
- B. Should the district determine the need for any layoffs of personnel, reductions will be by district seniority within each job classification providing remaining employees can do the work.
- C. Within each department, probationary personnel will be the first laid off; (then regular part-time employees,) then least senior full-time employees until the reductions have been completed, provided the remaining employees can do the work.
- D. Departments for purposes of layoff are.
 - a. Food Service
 - b. Office Personnel
 - c. Paraprofessional Aides
 - d. Noon-hour Helpers - Hall Monitor
 - e. Crossing Guard
 - f. Bus Chaperones
- 1. Bargaining unit members scheduled for layoff in a given classification may bump any bargaining unit member with less seniority in a different classification, provided the more senior employee can perform the job without undue training.
- 2. Any employee who has transferred to another classification may transfer back to his/her original classification provided either a position is open or a less senior employee can be bumped.
- E. Should vacancies occur in any job department, laid-off employees will be recalled in reverse order of layoff, provided the employee can perform the work.
- F. Notice of recall will be sent by certified mail to the bargaining unit member's being recalled last known address, and a copy sent to the union.

If the individual member does not report to work within ten (10) work days of receipt of this notice, he/she will be considered to be a voluntary resignation.
- 1. Letters of recall shall contain the following information:
 - A. starting date

- B. starting time of day
- C. ending time of day
- D. kind of work
- E. building assignment
- F. wages

- G. An update seniority list, district seniority in each department, will be maintained by the district and provided to the Union upon written request.
- H. Laid off bargaining unit members may continue insurance coverage by paying the premium to the Board for up to one year, if acceptable by the carrier.

ARTICLE XV - PAID LEAVES

- A. All employees covered by this Agreement shall accumulate one (1) day sick leave per month, with 45 days maximum accumulation. For purposes of this Article, a paid leave day shall be equated to the number of hours worked daily. Employees will be paid at their prevailing rate at the time sick leave is used. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and these days will be construed as days worked specifically.

Employees who are absent on an approved sick leave for a period exceeding thirty (30) calendar days shall be required to transfer to the insurance program, subject to the rules and regulations of the carrier, for the next thirteen (13) weeks at two-thirds (2/3) regular pay.

Employees who are still on bona fide sick leave after exhausting the insurance benefits may draw any of the remaining unused sick days, if any, left in their personal sick leave account.

Any employee not eligible to receive benefits under the insurance program may exhaust their total accumulation of sick leave.

Each employee may receive up to three (3) days annually, to be deducted from sick leave, for illness in immediate family. (For the purpose of this section, "immediate family" shall include the employee's natural parents, step-parents, spouse, children, grandparents, and spouse's parents.)

- B. Each employee covered by this agreement shall be allowed one (1) personal leave day per year, which is non-accumulative. The personal leave day may be used for legal and other business of such a nature that no reasonable alternative is available. It is expressly understood that such leave shall not be used for vacation, social or personal business that can be done outside of regular working hours. Such leave shall be deducted from sick leave.
- C. An employee shall be allowed up to three (3) working days with pay as

funeral leave days not to be deducted from sick leave for a death in the immediate family. "Immediate family" is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

- D. Sick leave shall not be charged on a holiday.

ARTICLE XVI - JURY DUTY

A leave of absence will be granted to regular employees called for jury duty on court subpoena and the Board will be obligated to pay an amount equal to the difference between the employee's regular salary the employee would have received had the employee not been called for jury duty, and those fees received by the Court as a regular jury duty fee.

ARTICLE XVII - LEAVES OF ABSENCE

- A. Leaves of absence for periods not to exceed one (1) year will be granted, in writing, without loss of seniority, for:
 - 1. Illness leave (physical or mental)
 - 2. Prolonged illness in immediate family
 - 3. Employees who are disabled, and covered by a long-term-disability insurance program shall be placed on indefinite leave for the duration of their disability. When an employee does return from a long-term-disability, the employee will return to the first vacant position with like classification.
- B. Leaves of absence for periods not to exceed one (1) year may be granted, in writing, without loss of seniority, for:
 - 1. Serving in any elected or appointed position, public or union
 - 2. Education leave
 - 3. Personal reasons
- C. Employees will maintain seniority but not accrue it while on any leave of absence granted by the provisions of this agreement. Employees shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his/her seniority entitles him/her, providing there is a vacancy.
- D. The reinstatement rights of an employee who enters the military service will be determined in accordance with the provisions of the federal law granting such rights.
- E. Any employee on sick leave who has exhausted his/her sick leave, personal days, and vacation time and is not receiving any compensation

will be considered to be on a leave of absence without pay for a period not to exceed one (1) year.

- F. In non-emergency situations, seven (7) days prior notice will be given the District in writing for leaves.
- G. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or who does not receive an approved extension, or who accepts other employment while on leave from the district, without approval, will be considered to have terminated his/her employment.
- H. The above leaves may be extended upon written application of the employee with advance approval of the expiration date.

ARTICLE XVIII - HOLIDAYS

- A. All Bargaining Unit Members shall be paid on the following holidays:
Labor Day, Thanksgiving Day, Friday after Thanksgiving, December 24th and 25th, December 31st, January 1st, Good Friday, Memorial Day, and the 4th of July for regular bargaining unit secretaries who are scheduled to work during the week on which July 4th falls.
- B. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday should fall on Sunday, the following Monday shall be observed as the holiday.
- C. To qualify for holiday pay an employee must work the last day scheduled before and after a holiday or be on an approved paid leave.

ARTICLE XIX - PERSONNEL RECORDS AND DISCIPLINE

- A. All employees will have the right to review the contents of their personnel files, and receive a copy (subject to a reasonable fee) with the exception of any confidential information such as letters of recommendation obtained at the time of hiring. The employee may, at his/her request, have a Union representative present at such review. Responsibility for arranging for Union representative rests solely with the Union.
- B. Upon written request by the employee not to exceed twice per year, the Administration shall provide each employee with an accounting of his/her accumulated sick leave, vacation time, and personal leave.
- C. An arbitrator shall have the authority to make decisions regarding contents of personnel files only if that personnel file information is relevant to discipline.
- D. No Bargaining Unit Member shall be disciplined, discharged, or demoted without just cause and due process.
- E. Any discipline, discharge or demotion may be processed through the

grievance procedure.

- F. The Board agrees that in assessing any disciplinary action against an employee in the bargaining unit, it shall not consider any formal disciplinary action taken against that employee which happened twelve (12) months or more prior to the date of the infraction under consideration.
- G. Any disciplinary action taken by the employer against an employee shall normally be in private, with a Union representative present if requested by the employee.

ARTICLE XX - PROTECTION OF BARGAINING UNIT MEMBERS

- A. Any case of assault upon an employee, in pursuit of his duties, shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the employee of his rights and obligation with respect to any assault and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
- B. If any employee is complained against or sued by reason of discipline action taken by the employee against the student, the Board will provide legal counsel and render all necessary assistance to the employee in his defense, provided the employee was performing his duties in accordance with Board and school policies and was not unreasonable.
- C. If, in the performance of regular contractual duties an employee without negligence on his part, shall suffer damage to his clothing or other personal property, but not including damage to automobiles or loss of money, to the extent of ten dollars (10.00) but not more than one hundred twenty-five dollars (125.00) per year, a claim may be submitted to the following committee for recommendation to the Board.
 - 1. This committee shall be composed of six (6) members, three (3) appointed by the Union, three (3) by the Board.
 - 2. It is understood that the committee shall be required to meet within thirty (30) days after a claim has been filed under which the committee would be empowered to act, and if the committee finds that a justifiable claim has been presented, such claim will be paid no later than thirty (30) days after the committee's decision.
- D. Time lost by employees in connection with any incident mentioned in this Article shall not be charged against the employee's accrued sick leave, nor shall any employee suffer any loss of wages not to exceed one (1) year.
- E. Any medical bills incurred as part of the activities covered under this Article that are not paid for by the health insurance will be paid by the School District.

ARTICLE XXI - INSURANCE PROTECTION

The Parties agree that as soon as practical after ratification of this Agreement, the employer will provide the following for all employees working thirty-five (35) or more hours per week.

- A. Blue Cross-Blue Shield Program: Riders CC-CLC (convalescent expense benefits); D45NM (comprehensive hospital care with MVP-1 medical-surgical care; XF & EF (medicare complementary coverage); ML (member's liability rider; SD/DC (dependent eligibility); COB-3 (coordination of benefits); AS-I (ambulance service); RPS (laboratory and x-ray expense benefits); VST (voluntary sterilization benefits); FAE-RC (accidental injury and medical emergency benefits); PPNV (pre and post natal care); Master medical Supplemental Benefit Certificate, Option IV (catastrophic master medical); A-80 (vision care program); prescription drug benefits - no-pay. This program will be implemented under the conventionally insured Blue Cross/Blue Shield plan described above or under an alternatively funded administrative services-only contract with Blue Cross/Blue Shield for all employees in this unit. The Board will pay the entire cost for twelve (12) months, provided the bargaining unit member completes the contracted year.

Blue Cross Vision that provides \$5.00 deductible for examination; \$7.50 deductible for frames and \$7.50 deductible for lenses.

- B. The parties have agreed that the Bargaining Unit Members who select to take the Super Med II Plan rather than the present Blue Cross-Blue Shield Program offered at the school district will be allowed to take the Super Med II Plan provided that it shall not cost the Board of Education any monies in excess of what the Board would pay for that Bargaining Unit Member if that Bargaining Unit Member elected to take the conventionally insured plan mentioned above. It is further understood that the Board's contribution shall not include any money toward the cost of any supplemental program under the Super Med II that does not relate to the health and insurance care, such as Life Insurance, etc. It further is understood that in the event the cost for the Super Med II is less than the Board would pay for Blue Cross-Blue Shield Program, there will be no refund of the differences in the cost to the individual.
- C. The Parties agree that as soon as practical after the ratification of this Agreement, the Employer will provide the Delta Plan with Class I and Class II benefits, which will provide a repayment in the amount of 80%. The Board will further provide Orthodontic Class III benefits subject to the terms and conditions of the carrier.
- D. All bargaining unit employees working an average of thirty (30) or more hours a week shall receive a \$5,000 term of life insurance with AD and D subject to the terms of the carrier.

ARTICLE XXIII - INFORMATION

- A. The Board agrees to furnish to the Union in response to written requests reasonable information concerning the financial resources of the Board, including but not limited to, annual reports and audits, register of personnel belonging to the unit, names of all Bargaining Unit Members, salaries and wages paid thereto, and such other information as is easily obtainable by the Board and has a relationship to the legitimate functions of the Union in processing grievances in the grievance procedure and for preparing bargaining proposals.

ARTICLE XXIII - ASSOCIATION ACTIVITIES

- A. The Union and its representatives shall have the right to use Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program. The Association agrees to pay any required custodial fees.
- B. Bulletin boards and other established media of communication shall be made available to the Union and its members for routine Union business.
- C. The Union shall be permitted to use Board equipment, including typewriters, mimeograph machines, duplicating machines, copying machines, calculating machines, and audio-visual items when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Board of Education shall permit a person or persons designated by the Union a maximum of ten (10) person days total absence, without loss of pay, to attend Union business, provided the Union reimburses the Board for the cost of the substitute if such substitute is utilized. The Union shall make such request one (1) week prior to the date of such conference. No more than five (5) individuals will be granted leave at one time unless specifically approved by the Administration.

ARTICLE XXIV - GENERAL

- A. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or degree an appeal has not been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- B. Waiver Clause
- The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXV - PRINTING OF AGREEMENT

Copies of this Agreement shall be printed by the Union. The Board will pay reasonable expenses up to half the cost.

ARTICLE XXVI - DURATION OF AGREEMENT

This Agreement shall be effective as of December 13, 1985, and shall continue in effect through June 30, 1988. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If pursuant to such negotiations, an agreement on the renewal or modifications is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

FOR THE UNION

FOR THE BOARD



President



President



MESPA Representative



Secretary

DATE SIGNED: July 10, 1986

APPENDIX A

**Salary Schedule
1985-86**

<u>Office Personnel:</u>	1	2	3	4	5
Clerk	5.72	5.87	6.02	6.16	6.31
Clerk Librarian	6.17	6.35	6.52	6.65	6.84
Bldg Secretary I	6.35	6.52	6.65	6.84	7.02
Bldg Secretary II	6.52	6.65	6.84	7.02	7.19
Bldg Secretary III	6.80	6.97	7.13	7.32	7.52

*Food Service:

Cook's Helpers	4.56	4.79	5.00
Cooks	4.97	5.31	5.60
Head Cooks	5.55	6.01	6.38

Paraprofessional Aides	4.92	5.27	5.57
Hall Monitors	4.49	4.75	4.95
Noon-Hour Helpers	4.49	4.75	4.95
Crossing Guard	4.49	4.75	4.95
Bus Chaperones	4.49	4.75	4.95

For the 1986-87 school year hourly rates will be computed to show a 5-1/2% increase for employees in this bargaining unit.

For the 1987-88 school year hourly rates will be computed to show a 6% increase for employees in this bargaining unit.

*Food Service Personnel (Definitions):

- (a) Cooks are defined as those personnel whose primary responsibility is direct work on the stoves or ovens cooking food.
- (b) The Head Cook, in addition to cooking, shall be primarily responsible for ordering food and supplies, and doing inventory.
- (c) Cook's helpers primarily assist in preparing the food for cooking, assist in serving the food and assist in cleaning the serving utensils, pots and pans and the kitchen.
- (d) Any person acting in the Head Cook capacity shall receive the pay of the Head Cook on Step 2.

APPENDIX B-GRIEVANCE FORM

New grievance form adopted and already in use.

Notes

Notes

