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**A G R E E M E N T**

**b e t w e e n**

**THE ADDISON COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

**a n d**

**THE ADDISON SUPPORT PERSONNEL  
ASSOCIATION, MEA/NEA**

**07/01/94 — 06/30/97**

*Addison Community Schools*

1971

1971

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AGREEMENT

between

THE ADDISON COMMUNITY SCHOOLS

BOARD OF EDUCATION

and

THE ADDISON SUPPORT PERSONNEL

ASSOCIATION, LOCAL

1971-1972

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# ADDISON SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

## AGREEMENT

This Agreement is made and entered into this 1st day of July, 1994, by and between the Addison Community Schools Board of Education (hereinafter called the "Board") and the Addison Support Personnel Association, MEA/NEA (hereinafter called the "Association").

### ARTICLE I: Recognition

#### A. Inclusion and Exclusions

The Board recognizes the Association as the sole and exclusive bargaining representative for all food service employees, secretaries/clerical, transportation employees, aides/paraprofessionals and custodial/maintenance personnel, but excluding all supervisory and confidential employees.

#### B. Employee/Bargaining Unit Member Defined

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

#### C. Categories Defined

Within the various classifications of bargaining unit members covered herein there shall be the following categories:

- (1) Full Time: A bargaining unit member who is employed at least thirty (30) hours per week.
- (2) Part Time: A bargaining unit member who is employed less than thirty (30) hours per week.
- (3) Probationary: A bargaining unit member who is employed to fill a full-time or part-time position for a trial period of sixty (60) working days.
- (4) Substitute: Any person who is employed to fill a full-time or part-time position on a per diem basis while the regular bargaining unit member is absent or on an approved leave.



- (5) School-Year Bargaining Unit Members/Employees: Bargaining unit members employed to work at least one hundred eighty (180) days and whose employment follows the school calendar.
- (6) Full-Year Bargaining Unit Members/Employees: Bargaining unit members who are employed to work on a twelve (12) month schedule.

D. Days Defined

All reference to "days" shall mean working days exclusive of Saturdays, Sundays or holidays unless otherwise specified.

<b>ARTICLE II: Board Rights</b>
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- A. The Board, retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
  2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
  3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, promote, suspend, lay off, and discharge employees, transfer employees, determine the size of the work force.
  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.
  5. Determine the qualifications of its employees.
  6. Determine the policy affecting the selection of employees.
  7. The Board shall continue to have the right to establish, modify, or change any condition except those covered by the specific provisions of this agreement.
- B. The Board reserves unto itself the right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, or other facilities.
- C. The Board reserves unto itself the right to determine the district's financial policies, including all accounting procedures, and all matters pertaining to public relations. The Board reserves unto itself the right to determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

- D. The listing of specific Board Rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of, any rights of the Board not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- E. The rights of the Board shall not be exercised in violation of this Agreement.

### **ARTICLE III: Employee/Association Rights**

A. **Right to Support Association**

Pursuant to applicable Michigan Statutes, the Board hereby agrees that every employee of the Board of Education shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board will not directly or indirectly discourage or deprive or coerce any employees in the enjoyment of any rights conferred by Act 379 of the State of Michigan or of the Constitution of the United States.

B. **Non-Discrimination**

The Board will not discriminate against any employee with respect to hours, wages, or any term or condition of employment by reason of membership in the Association.

C. **School Building Use**

The Association and its members may use the Board of Education building facilities at reasonable times and hours for meetings as long as it does not interfere with the job responsibilities and operations and when such buildings are available. Such use of the building for Association meetings must be arranged for with the building principal in advance. The administration retains the right of room assignment.

D. **School Equipment Use**

The Association has the privilege, with permission by the persons responsible, to use meeting facilities and office equipment of the schools, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided those operating the equipment are skilled and knowledgeable in its operation and expendable materials will be furnished by the Association. The Association will be responsible for any damages that may be incurred as a result of such use.

E. **Posting Notices and School Mail**

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building and the Association shall have the right to use the Interschool mail carrier system to send notices and other Association information to members.



F. Providing Information

The Board agrees to furnish to the Association, in response to timely requests, under the Freedom of Information Act, all available public information in the form it is maintained by the Board concerning the financial resources of the district, together with other information which may be necessary for the Association to process any grievance or complaint, provided that personal information respecting individual association members shall not be disclosed.

G. Payroll Deduction of Dues

The Board shall make semi-monthly payroll deductions September - June for Association dues for non-probationary employees submitting signed payroll deduction authorization forms to the Board and to remit to the designated financial officer of the Association the full amount collected no later than 20 days after each designated deduction date.

1. The Association President shall notify the payroll office in writing of the amount of dues or any changes in the amount no later than 20 days prior to a designated deduction date.
2. Authorization forms shall be on file in the Personnel Office at least 20 days prior to a designated deduction date. The Association shall submit a list of employees and the amount to be deducted from each employee.
3. Designated deduction dates shall be the first and second pay period of each month.
4. Any employee who is not a member of the Association in good standing or who does not make application for membership in thirty (30) calendar days after the completion of the probationary period shall, as a condition of employment, pay a service fee to the Association which does not exceed the maximum amount of non-member service fee permitted under the law. The employee may authorize payroll deduction for such fee in the same manner as dues deduction or the employee shall pay the same in a check directly to the Association.
5. In the event that the employee shall not pay such Service Fee directly to the Association or authorize payroll deduction, the Board shall at the written request of the Association deduct the Service Fee from the employee's wages and remit same to the Association within thirty (30) days of receipt of the Association's written notice.
6. The Association agrees to indemnify and save harmless the Board for the purpose of complying with Paragraph 4 and 5 should any claims, suits or other forms of liability arise out of, or by reason of, action taken by the Board or its agents. The Association has the right to choose legal counsel to defend any said suit or action.

H. **Released Time for Grievances/Negotiations**

Association representatives shall not lose time or pay for authorized time spent in investigating complaints and/or handling grievances, or negotiations during their regular scheduled working hours, after receiving authorization from their immediate supervisor. The employee shall not be required to make up any lost time.

- I. The rights granted herein to the Association shall not be granted or extended to any competing labor organization to the extent provided by PERA.

J. **Representation**

An employee shall be entitled to have an Association representative present in any meeting with his/her supervisor or a representative of the Employer in which the employee is to be disciplined or in which the Employee is under investigation which could lead to discipline against the employee. When a request for such representation is made, no action shall be taken until a representative can be present unless the circumstance warrants immediate action.

K. **Just Cause**

Employees shall not be disciplined or discharged, without just cause. The term "discipline" includes warnings, reprimands, suspensions with or without pay, reductions in rank, discharges or other actions of a disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed, except in the case the member waives Association representation. The Employer will notify the Association president in writing during the next workday if a member waives Association representation.

L. **Progressive Discipline**

Normal due process procedures will be followed in disciplinary actions which shall normally include verbal warnings or reprimands, written warnings or reprimands, suspensions with or without pay, or dismissal. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and; therefore, might begin at an intermediate level or higher.

M. **Files and Records**

1. An employee shall have the right to review the contents of all records, excluding initial references, of the district pertaining to the employee originating after initial employment and to have a representative of the Association accompany the employee in the presence of the employer in such review.
2. No evaluative material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in an employee's personnel file unless the employee has had an opportunity to review the material and the material identifies the person bringing the complaint. The

employee may submit a written comment regarding any material, including complaints, and the same shall be attached to the material in question. An employee shall sign the material indicating its presence and his/her awareness if requested, however, such signature shall not necessarily mean agreement with the material.

N. The Board and the Association agree that bargaining unit members will not suffer a loss of their rights as protected under law, by the terms of this Agreement or in the course of their employment.

O. Assault

Any instance of assault upon an employee while in the performance of his/her assigned duties shall be promptly reported to the Employer or its designated representative.

1. The Employer shall provide its legal counsel to advise the employee of his/her rights and obligations with respect to such assault.
2. The Employer shall assist the employee to obtain an investigation, of the matter by the proper law enforcement authorities. Any civil suits shall be pursued solely by the employee in his/her individual capacity without the assistance of the Employer.

P. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board, unless the employee's conduct adversely affects the employee's ability to perform their regular duties or potentially threatens the well-being of students.

Q. Copies of Agreement

The Board will furnish a copy of this agreement to each employee in the *bargaining unit* and to each new employee and ten (10) additional copies to the Association without cost.

R. Association Leave Days

The Board agrees to furnish the Association with five (5) paid leave days each year for the use of Association officers or other members as designated by the Association president. The Association will pay the cost of a substitute. The use of these association days will be for the purpose of conducting association business, and requires three (3) days advance written notice to the superintendent, except in emergencies. These Association leave days may be taken on either a half day or a full day basis.

## **ARTICLE IV: Probationary Period And Seniority**

### **A. Probationary Period**

An employee shall be in a probationary status for the first sixty (60) working days of employment. The probationary employee shall be subject to immediate dismissal at any time prior to the conclusion of the probationary period upon the recommendation of the immediate supervisor and the Superintendent. Said dismissal shall not be subject to the grievance procedure. The employee shall be given the opportunity to address the Board of Education on the matter of their dismissal. If the probationary period is extended due to extenuating circumstances by a maximum of fifteen (15) days, notice shall be given to the Association. If the employee is subsequently retained, then any increase in wage shall be paid retroactive to the 61st day.

### **B. Seniority Defined**

Seniority shall be defined as the length of an employee's continuous service within the bargaining unit's respective seniority classifications from the employee's most recent date of hire. Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority but shall not constitute a break in continuous employment. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position, or at the end of a time on layoff.

### **C. Date of Hire**

Upon fulfilling the probationary period an employee shall be credited with seniority rights from the date of hire. Date of hire is defined as the first paid day of work.

### **D. Classifications**

The bargaining unit's various classifications shall be:

- |                        |                      |                            |
|------------------------|----------------------|----------------------------|
| 1. Food Service        | 4. Clerical          | 7. Non-Instructional Aides |
| 2. Secretarial         | 5. Paraprofessionals | 8. Custodial               |
| 3. Instructional Aides | 6. Transportation    | 9. Maintenance/Mechanic    |

### **E. Seniority by Classifications**

Seniority may be exercised only within the classification in which it is accumulated unless otherwise specified in this Agreement. The longer hour Food Service and Aides positions will be held by more senior employees unless the more senior employee rejects the position. Movement from one classification to another shall not terminate seniority the employee has accumulated in any other classifications during that employee's current period of employment.

F. "Bumping"

For purposes of layoff and/or vacancies, employees shall retain the right to exercise seniority previously accumulated in any other classification within the bargaining unit during the employees current period of employment.

G. Ties

In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be first determined by total years of service in the district. If a tie still exists employees shall be ranked in order of the highest four digit numbers taken from the last four digits of each employee's social security number.

H. Seniority Lists

The Employer shall prepare and maintain a seniority list showing the length of service each member has accumulated within the classifications with the Employer. Two (2) copies shall be furnished to the President of the Union once each year by December 1st. Each employee shall receive a copy of the seniority list of those employees in his/her classification once each year by December 1st.

<b>ARTICLE V: Vacancies, Transfers And Assignments</b>
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A. Vacancy Definition and Posting

A vacancy shall be defined as a newly created position, or a present position that is not filled, which the Board intends to fill. Whenever any vacancy in any classification in the district occurs, the Board shall publicize the same by giving written notice of such vacancy to the Association with copies to be posted on all employee bulletin boards for a period of ten (10) working days. Said posting shall contain the following information:

- |                     |                                 |
|---------------------|---------------------------------|
| 1. Classification   | 4. Number of Hours to be Worked |
| 2. Location of Work | 5. Qualifications               |
| 3. Starting Date    | 6. Run number (Bus routes)      |

Copies of postings will be sent to the local Association President at the time of posting. The Association may then notify school year employees of vacancies occurring during the school summer vacation period. Interested employees may apply in writing to the Superintendent or his designee within the ten (10) day posting period.

B. Filling

Vacancies and promotions, in so far as possible, will be filled based on:

1. Qualifications
2. Seniority



C. Tie

When a new vacant position becomes available, if two candidates are equally qualified for the position, seniority will be the determining factor.

D. Notification

Within ten (10) work days after the expiration of the posting period, the employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

E. Advancement

If an employee is advanced to another position outside his/her unit classification said employee shall be placed on the step nearest the step rate of his/her former position and the rate becomes effective immediately. In no case shall the rate be less than that of his/her former position. Drivers hourly rate defined as hourly rate established for Vo-Tech, Special Ed. and Extra Trip.

If the employee transfers back to the original position, the rate shall revert to the previous wage scale.

F. Involuntary Transfers

The parties agree that involuntary transfers of employees shall be minimized to the extent possible and utilized only after voluntary transfers have been sought. In the event an involuntary transfer is necessary, then the least senior qualified employee within that classification shall be transferred. The employee shall not receive a lower wage rate due to the transfer. Any employee so transferred shall be paid the regular rate for that classification or the employee's regular rate, whichever is greater.

G. Trial Period

In the event of a transfer or promotion to a new classification, the trial period shall be up to twenty (20) working days. The trial period is not a training period, but is for the purpose of giving the employee an opportunity to show his/her ability to perform the new job. During the trial period the employer shall have the right to retransfer the employee if he/she does not have the ability to perform the job and the employee shall have the right to revert to his/her former classification. The employer will give the promoted or transferred employee reasonable assistance in performing up to employer standards on the new job. The employee may not re-apply for a position within the same classification for at least six (6) months.

H. Outside Candidates

The Board agrees that it will fill vacancies with qualified employees from within the bargaining unit prior to seeking candidates from outside the bargaining unit.



## ARTICLE VI: Layoff And Recall

### A. Layoff

1. Layoff shall be defined as a necessary reduction in the work force.
2. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified in writing at least thirty (30) calendar days prior to the effective date of layoff, provided the Board knows thirty (30) calendar days in advance. In no case shall the Board give less than fourteen (14) calendar days notice prior to the effective date of layoff, except in the case of employee work stoppage.
3. The reduction procedure shall be as follows:
  - a. Probationary employees shall be laid-off first provided there are more senior employees who possess the qualifications to perform the job.
  - b. In the event seniority employees must be laid-off, layoff shall be determined by the following order:
    - (1) The least senior within the classification being reduced, provided there are more senior employees, within the classification remaining who possess the qualifications to perform the duties of the position(s) available.
    - (2) An employee reduced from a position in his/her present classification shall be retained at his/her request in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification and the reduced employee possesses the qualifications to perform the job.
    - (3) In the event an employee is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit. Should the employee be given one of the posted positions he/she shall retain the right to his/her job classification should a position become available for which he/she is qualified.
4. Employees on layoff who are qualified shall be hired before the hiring of new employees outside the district for a vacant position in another unit classification.
5. Laid off employees may request that their name be placed on the substitute list. Said employees, if qualified, shall be given first opportunity for substitute work for any one shift in a work day. A laid off employee who is unavailable to substitute as requested on three successive occasions shall lose their preferential substitute status, except in the case of a verified illness.

B. Recall

1. When there is a vacancy employees shall be recalled in order of greatest seniority within the classification from which they were reduced or within any classification in which they have accumulated seniority, provided the employees possess the qualification to perform the duties of said positions. In the event a tie exists, the employee with the greatest district wide seniority shall be recalled first.
2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall notify the employer within five (5) days after receipt of recall of his/her acceptance or rejection and must report to work within ten (10) working days after such notification. The Board may fill the position on a temporary basis until the recalled employee can report to work.
3. An employee offered his/her former position or a comparable position to the one previously held who declines recall shall forfeit his/her seniority rights.
4. An employee recalled to a position with fewer hours than previously worked per week may reject recall to the position and retain recall rights to the next available position.
5. When the Employer determines it is necessary to reduce the number of hours of any bargaining unit member, the employee whose hours are reduced, in an effort to maintain the current hours worked, upon application shall be placed in a position in his/her present classification held by a less senior employee, provided the reduced employee possesses the qualifications to perform the job.
6. Employees shall remain on the recall list for a period of two years or the length of their seniority whichever is less.
7. Probationary employees have no recall rights.

- C. In the event of lay-off, employees may voluntarily take a lay-off for the period of the lay-off or six months, whichever is less, based upon the highest seniority, provided there are remaining employees qualified to perform the job. An employee returning from voluntary lay-off shall be placed in accordance with the lay-off and recall provisions under Article VI.

<b>ARTICLE VII: Grievance Procedure</b>
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A. Adjustment

Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association representative has been given an opportunity to be present at such adjustment.

B. Definition

Any employee, group of employees, or the Association believing that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may institute the grievance procedure as provided herein:

1. Level One - Any employee feeling he/she has a complaint to justifiably grieve shall request a conference with the immediate supervisor within twenty (20) days of the alleged grievance. The Supervisor shall informally discuss the problem with the employee within five (5) days of the request for a conference. The employee may be accompanied by an Association representative at his/her option.
2. If the complaint is not satisfactorily resolved, the aggrieved person may invoke the grievance procedure by submitting a formal written grievance on the form provided herein either on the day of the conference or within five (5) days after the informal discussion. The Supervisor shall have five (5) days from the date of the informal discussion to respond in writing on the grievance form.
3. If the grievant is not satisfied with the response, or if no response is received by the due date, then the grievant may appeal the decision within five (5) days of receipt of the response to the Superintendent's level, Level Two.
4. Level Two - Within five (5) days of receipt of the grievance, the Superintendent or his designee shall respond in writing to the grievant. The Superintendent or his designee may desire to have a conference with the grievant and the Association representative, if requested by either the grievant or the Administration to be present at the meeting.
5. Level Three - If arbitration becomes necessary, the Association will notify the Superintendent within ten (10) days of its intent. Within ten (10) days of receipt of the notice of arbitration, the Association President or his/her designee and the Superintendent or his/her designee shall try to mutually agree to an arbitrator. Should the parties be unable to mutually agree to an arbitrator, the parties shall within 10 days file a request for an arbitrator to be selected by the American Arbitration Association in accord with its rules which shall likewise govern the Arbitration hearing. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Board and to the Association. The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The costs of arbitration under this article excluding witness costs shall be shared equally by the Board and the Association.
6. The arbitrator shall have no power to:
  - a. Add to, subtract from, or otherwise modify the express terms and conditions of this agreement.

b. Issue a back pay award for any amount in excess of lost hourly pay rates. Reasonable interest, however, may be awarded.

c. Establish wage schedules.

C. Time Limits

It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedure as set forth herein.

D. Expedited Arbitration

If the grievance is processed to arbitration, the parties may mutually agree to submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

E. General Arbitration Provisions

It is expressly understood that no grievance arising subsequent to the expiration date of this agreement shall be arbitrated absent mutual agreement between the parties.

<b>ARTICLE VIII: Paid Leaves</b>
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A. Sick Leave

At the beginning of each work year, bargaining unit members, as specified below, shall be credited with sick leave, the unused portion of which shall accumulate from year-to-year to the stated limitation. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.

	<u>DAYS PER YEAR</u>	<u>ACCUMULATION LIMIT</u>
Secretaries, Custodial,	12	95
Maintenance, and Mechanic	10	95
Cooks	10	95
Food Assistants	7	50
Paraprofessionals, Clerical	7	50
Transportation	10	95

1. An employee may use all or any portion of his/her earned sick leave for: personal illness, personal injury or physical disability including maternity related disability.
  - (a) **Personal Illness or Disability** - The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability.
  - (b) **Family Illness** - Five (5) days leave will be granted for illness of family members per occurrence. These days will be deducted from the member's sick leave for family members residing in the member's immediate household or others living within the member's household for whom the member is responsible. In the case of serious illness of other family members residing outside the immediate household for whom the member has either a legal or moral responsibility to assist, family illness days will be granted. Additional days may be granted at the discretion of the Superintendent.

B. **Bereavement**

An employee shall be granted a maximum of five (5) days paid leave per death for immediate family members (parent, spouse, child, sibling, grandchild).

The employees may take one (1) paid day per death to attend the funeral of a grandparent, parent-in-law or sibling-in-law. One additional day may be granted upon approval of the Superintendent.

Provided that sufficient substitutes are available, an employee may be granted one (1) working day per year, deducted from sick leave, to attend the funeral of any person at whose funeral the attendance of the employee is warranted, upon approval of the Superintendent.

Unused funeral/bereavement leave shall not be cumulative.

C. **Personal Business**

At the beginning of every school year, secretaries, custodians, maintenance employees and mechanic shall be credited with two (2) days to be used for the bargaining unit member's personal leave. Cooks, cook's assistants, paraprofessionals, aides, assistants, transportation employees shall be credited with one (1) day. Personal business shall be defined as a day in which economic gain or loss is involved and/or for obligations which cannot be handled other than during the employee's normal working day. Days may be granted upon the employee's written request to the Superintendent at least two (2) days in advance, except in cases of emergency. All requests are confidential. Reasons need not be given for the one day or one of the two days. Unused personal leave days shall accumulate as sick leave.



D. Jury Duty etc.

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any work related matter, including attendance during an arbitration or fact-finding proceeding, shall suffer no loss of compensation due to his/her absence from his/her regular duties of employment for the time required. The employer shall pay the employee his/her regular rate of pay for the scheduled hours missed. Any amounts except mileage, to which the employee is entitled from the court or the party requiring the appearance shall be paid to the district.

E. Workers' Compensation

In cases where the employee is paid benefits under the Workers' Compensation Act, leave payments hereunder shall not exceed the difference between the employee's regular straight-time wage rate prior to his/her injury or illness and the benefits paid under the provisions of said Workers' Compensation Act, until the payments from the Workers' Compensation Act have expired. Paid leave that has been accumulated shall be deducted on a pro rata basis for the extent of the injury or illness until the accumulation is exhausted.

F. An employee absent for less than a whole day will be charged to the nearest hour in case of sick leave, provided the employee properly records their time of departure at the time the leave is used.

<b>ARTICLE IX: Unpaid Leaves</b>
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A. Personal Illness

An employee who is incapacitated or disabled due to personal illness or injury and who has exhausted all earned and accumulated paid sick leave shall be placed on an extended illness unpaid leave of absence for the duration of his/her disability up to one year after which time the leave may be renewed each year at the discretion of the Board upon written request by the employee, accompanied by medical verification of personal illness or disability. The Board may request an employee to undergo a medical examination at the expense of the Board. Benefits shall be suspended at the end of the third month following the month in which the unpaid leave commences.

B. Parental/Child Care

A leave of absence of up to one year shall be granted without pay and benefits to any (male or female) bargaining unit member for the purpose of child care. Said leave shall commence upon the date agreed to by the employer and the bargaining unit member. It is further provided that:



1. A pregnant bargaining unit member may commence said child care leave prior to, or subsequent to the birth of her child at her option. A child care leave of absence up to one year shall be available to the bargaining unit member upon termination of her disability sick leave benefits, at the option of the bargaining unit member. The bargaining unit member may request early termination of the leave anytime after the birth of the child or in the event of death of said child and provided that she is physically able to perform her work responsibilities.
2. Application to the Superintendent shall be made thirty (30) calendar days prior to the expected beginning of the leave. The notice shall also specify the beginning, duration and return date of the leave.

C. Military Leave

A military leave of absence shall be granted without pay and benefits to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve.

D. General Leave of Absence

Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from a bargaining unit member. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leaves.

E. Return to Position

Upon expiration of a paid or unpaid leave of absence, an employee shall be returned to his/her position, if in existence, or if not, to a comparable position. Return shall be subject to the operation of the reduction of personnel procedures of this Agreement. A bargaining unit member returning from a leave of absence shall be placed at the experience (pay) level he/she was at when the leave began. At least thirty (30) calendar days prior to the date a leave is scheduled to expire, a bargaining unit member shall notify the Employer of his/her intent to return to work. Failure to return from a leave shall be deemed an abandonment of the employee's position after three (3) days, provided the employee was not incapable of notifying the employer.

- F. There shall be no unpaid days beyond those expressly provided for in this Agreement, except by prior approval at the discretion of the Superintendent.

G. Family & Medical Leave Act

Eligible employees are entitled to benefits under the Family and Medical Leave Act of 1993 (FMLA), e.g., up to twelve (12) weeks of employer-paid insurance benefits, and the opportunity to use accrued paid sick leave/paid vacation-holiday leave/personal leave for salary continuation purposes for up to twelve (12) weeks during what would, otherwise, be an unpaid leave of absence. The decision to use accrued paid sick leave/paid vacation-holiday leave/personal leave for FMLA

leave purposes will be made by the employee. Any leave which is used for family and medical leave will count toward the twelve (12) weeks per twelve (12) months guaranteed in the FMLA. Compliance disputes shall be dealt with under the procedures set up in the FMLA and are not subject to the grievance procedure.

## ARTICLE X: Paid Holidays

- A. All custodial/maintenance employees and mechanics shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall be granted by the Superintendent.

Labor Day Thanksgiving  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve  
New Year's Day  
Good Friday (provided school is closed)  
Memorial Day  
Fourth of July

- B. Holidays shall not count as vacation.

## ARTICLE XI: Vacations

### A. Vacation Requests

The following employees as specified shall submit written vacation requests to their Supervisor at least **two** weeks prior to vacation time desired. If two employees request identical dates at the same time, the request of the employee with the most seniority shall be honored. **Notification of vacation disapproval will be provided by the immediate supervisor within three (3) days of each request.** Employees cannot be bumped from vacation dates once they are scheduled. Time spent on unpaid leaves and lay-off shall not count towards vacation credit.

### B. Custodial/Maintenance Employees

1. Each employee shall be granted two (2) weeks vacation following the first complete year of employment. Beginning with the sixth year of employment, the employee will be granted one (1) additional vacation day each year for the next five (5) years, so that three (3) weeks vacation will be granted after ten complete years of employment.

2. Members of the custodial staff may take part (i.e., no more than one (1) week) of their vacation during the regularly scheduled vacations provided such leave shall not affect completion of the scheduled cleaning for the vacation period. No more than one person from each building, except under special circumstances, as defined by the superintendent, and no more than three persons total shall be granted leave. Leave days taken during vacations shall be deducted from regular vacation days earned. The superintendent's office should be notified in writing in advance of all vacations. Vacations shall not carry over from year to year.

C. Transportation Employees

1. Drivers may take a single vacation for a maximum of ten (10) working days during the school year, provided that permission for such vacation is requested in writing to the superintendent of schools or his agent, and permission in writing is received from the superintendent of schools. Drivers shall not be paid for vacation time. It is also understood that no more than one (1) driver shall be off the job for vacation reasons at any time. No vacation is to be granted when another driver is on vacation.

D. Mechanic

The mechanic shall be granted two weeks vacation following one full year of employment for the first nine years. Three weeks vacation shall be granted following completion of ten full years of employment. All vacations shall be taken while school is closed for the summer.

## ARTICLE XII: Working Hours And Conditions

A. Work Week and Shift Preference

The work year shall be defined as July 1 to June 30. A work week for overtime computation purposes shall begin at 12:01 a.m. on Monday and end at 12:00 Midnight on the following Sunday. The number of hours worked each week will vary with the job classification and building assignment. The normal work week for all employees will be Monday through Friday. If new positions are added in the future that require regular work on Saturday or Sunday, a posting notice will state this schedule. The work schedule (hours and shift) will be determined by the Administration. All changes in work shift will be discussed in advance with individual(s) involved in seeking volunteers. In the event there are no employees willing to work the shift change, then the least senior qualified employee within the classification will be assigned the shift.

B. Schedule Change

When students are scheduled for less than a full day, the employees affected shall work their same number of hours within the normal work day as rescheduled by mutual agreement of the supervisor and the employee.

C. Breaks

All employees (excluding bus drivers) working 30 hours or more per week shall be provided with a fifteen (15) minute paid break period in the morning and again in the afternoon, scheduled at the discretion of their supervisor. All employees (excluding bus drivers) working 15 hours but less than 30 hours shall be provided one fifteen (15) minute paid break period per day.

D. Number of Pay Periods

Employees shall be paid bi-weekly with the understanding that school-year employees have the option of receiving their hourly base pay in 26 equal payments. Annually, the employee shall elect their option in writing no later than the first student day. Checks for employees electing the 26 pay option and not working during summer recess shall be sent at no charge to the employee's last known address. Any adjustments to checks of employees on 26 pays shall be made after the close of the school year and spread over the remaining pay periods.

In addition, school year employees have the option of taking "straight pay" for the number of hours they work. The employee shall elect their option in writing no later than the first student day.

E. Paid Lunch Period

All employees receiving a duty free paid lunch period for 1985-86 shall continue to receive this paid time.

F. Overtime

1. Time and one-half (1 1/2) of the employee's regular hourly rate of pay shall be paid for all hours worked in excess of forty (40) hours in any work week. The mechanic shall receive time and one-half for over eight hours per day. Cards shall be available to clock overtime. Time paid shall be considered time worked except for drivers being paid for their regular run in addition to any extra trip. Comp time may be allowed with approval of the supervisor. Drivers hourly rate defined as hourly rate established for Vo-Tech, Special Ed. and Extra trip.

2. Overtime for Custodians

- (a) All overtime must be put on the clock.
- (b) On weekend events, workers will check with the supervisor for work assignments during the time a game or other activity is occurring.
- (c) The Director of Building & Grounds will try to obtain a regular substitute to replace an absent custodian.

- (d) If overtime is available, first choice of work will be offered on the basis of seniority in rotation among custodians who are not otherwise scheduled to work. All overtime work known to exist in advance shall be appropriately posted forty-eight (48) hours in advance.
  - (e) Refusing overtime will not be counted against a custodian; however, it is expected that requests for overtime will not be refused without good reason and may be compulsory in case of emergency need by the district, as determined by the Director of Building & Grounds. When overtime is compulsory, it shall be assigned to the least senior custodian who is not otherwise scheduled to work, unless that employee is unavailable due to absence that day.
3. All employees will be paid for any time worked over their regularly scheduled hours in accordance with this Agreement.

G. School Closings

Nothing in this Agreement shall require the Employer to keep offices/buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or an event that causes the closing of schools. When the schools are closed to students, due to the above conditions, bargaining unit members shall not report to their job assignments and shall suffer no loss of pay for the first two (2) snow days of the year. Custodians and secretaries will report on all snow days. Secretaries who feel the roads are impassable or in some way dangerous must call their supervisor and relate this information. Secretaries who do not report to work will not be paid. However, they may elect to use a personal business day. In such instances, advance notice required in Article VIII, C. will be waived.

H. Uniforms, Equipment etc.

The Employer shall provide without cost to the bargaining unit member the following:

- (a) An annual allowance of two hundred dollars (\$200) is available to each food service, custodial, maintenance, and mechanic employee each year for the purchase of uniforms. The "Addison Community Schools" patch is to be placed on each piece of uniform. This allowance will be paid upon presentation of the purchase receipt(s).
- (b) Bus Driver and Noon playground Aide Jackets shall be provided by the employer and replaced every two (2) years, if necessary.
- (c) Approved first aide kits in each building.
- (d) Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hardhats, and auditory protection devices as required by law.



- (e) Safety shoes and glasses where applicable as determined by the employer. However, food service employees shall be provided steel-toed shoes as needed (maximum of one pair per year).
- (f) The Board will pay for chauffeurs license for bus drivers as they come up for renewal.
- (g) The Board shall pay the cost of a ticket into an athletic event at which a driver is laid-over.

I. Crossing Students

When new students are enrolled, the administrator in charge shall introduce to the employee assigned to supervising the crossing of students as requested.

- J. Cooks and cook's assistants will be paid for time worked over regular hours, providing it has been authorized by the supervisor.

K. Least Restrictive Environment/Medically Fragile

On a case by case basis, the district will determine what training and other support should be provided to an employee assigned to a medically fragile student.

<b>ARTICLE XIII: Insurance Benefits</b>
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A. Health Insurance

1. The Board shall provide without cost to each secretary, cook, custodian, mechanic and maintenance employees, MESSA Super Care 1 for the employee and his/her eligible dependents as defined by MESSA and its underwriter. The Board shall pay the MESSA Super Care 1 single premium for paraprofessionals and transportation employees having five (5) or more runs per day. Transportation employees with four (4) runs and/or a minimum of four (4) hours per day will receive 75% of the single premium paid by the Board, except that transportation employees who received a Board-paid single premium in 1993-94 shall continue to receive that benefit.
2. A member with medical insurance already available may choose to take up to \$170.89 in alternative Tax Sheltered Annuity benefits from a company of his/her choice selected from those companies recognized by the Board on and before July 1, 1989, and, or along with, MESSA life insurance equal to that paid under the normal Super Med Policy. The total cost to the Board shall not exceed \$170.89. Full time drivers shall receive 75% of the \$170.89 for the above and drivers with four (4) runs and/or a minimum of four (4) hours per day shall receive 50% for the above.
3. The Board will provide for each employee \$5,000.00 Group Term Life Insurance and VSP 1.



4. Insurance coverage is subject to all underwriting rules of the carrier for eligibility, including enrollment requirements.

B. Long Term Disability Insurance

The Employer shall provide without cost to each secretary, cook, custodian, mechanic and maintenance employee Long Term Disability Insurance. Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$2,000 and shall begin after the later of 1) exhaustion of the bargaining unit member's accumulated sick leave or 2) expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months. (Only the last three days of the waiting period need be consecutive and for the same condition.)

C. Dental Insurance

The Board shall also provide without cost to each secretary, custodian, mechanic and maintenance employee the MESSA/Delta Dental Care 75/75/75 \$1000/\$2000 program for all employees and their eligible dependents. (Improved dental benefit is effective 09/01/94) Secretaries shall continue with the S.E.T. Dental Plan.

D. National/State Health Care

Should any specific form of National and/or State Health Insurance coverage be provided to the employees covered under this Agreement by a Federal and/or State law, or in the event there is a change in the tax status of benefits that would adversely affect bargaining unit members, the parties agree to meet to negotiate over the impact of the changes.

- E. The Board will not pay the cost of insurance for new employees during their probationary period.

<b>ARTICLE XIV: Conditions Of Employment</b>
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A. All Employees

1. An employee may be allowed up to 3 years credit on the salary schedule for relevant experience outside of the Addison Community Schools.
2. Michigan Public School Employees' Retirement Fund contribution shall be paid by the Board, but shall not include voluntary contributions.

B. Early Departure for Custodians

Any custodian who wishes to leave work early on a Friday afternoon and return on Saturday or Sunday to complete his/her work, may do so, if (1) he/she has checked with and received permission from the supervisor in advance and (2) the time clock is used for both Friday (if any work is done then) and Saturday or Sunday.

C. Bus Drivers - Conditions of Employment

1. Physical Examinations

Each driver shall pass a physical examination before driving a bus each fall. The physical examination shall be completed before the driver makes the first run.

- a. The cost of the physical examination shall be paid by the Board of Education, who shall determine the examining physician.
- b. A driver may select his/her own physician, provided physician is acceptable to the Board of Education, but the driver shall pay the cost above the rate charged by the Board's physician as determined in (a) item 1. above.

2. Problem Discussion

The transportation supervisor and representatives of the bus drivers shall meet each summer before school begins to review all bus routes, turnarounds, and stops in an effort to insure greater safety.

- a. Final determination of all stops and turnarounds shall be the responsibility of the superintendent of schools.
  - (1) Once determined, no driver shall deviate from appointed stops and turnarounds without permission of the transportation supervisor.
- b. It shall be the responsibility of the drivers to arrange the meeting, time, and date by mutual agreement with the transportation supervisor.

3. Driver's Responsibility

- a. Each driver shall arrive at school no earlier than fifteen (15) minutes or less than five (5) minutes before school begins, and shall gauge his leaving and travel time accordingly.
- b. Buses shall be driven in a safe manner at all times. The highway speed for a school bus shall not exceed 50 miles per hour. Gravel roads are to be driven much slower.
- c. Each bus shall be stationed at the bus barn, and each bus shall be returned to the bus barn between runs.
- d. Each driver shall report any and all bus defects or malfunctions to the transportation supervisor immediately.
- e. Each driver shall enforce all rules pertaining to student conduct.

- f. Each driver shall be on his/her bus during the time students are loading or unloading.
- g. When drivers are asked to attend driver education programs, they shall be reimbursed at the state reimbursement rate but in no case less than the "Other" hourly wage rate contained in Appendix A.

4. Accidents

- a. Any driver receiving a moving violation ticket while operating a school bus may be subject to immediate suspension. Should investigation by a law enforcement agency find the driver innocent of charges, he/she shall be reinstated and made whole. Should investigation find the driver guilty, he/she may be subject to discipline up to and including discharge.
- b. Any driver involved in an accident while operating a school bus may be immediately suspended by the transportation supervisor or the superintendent of schools. Should investigation by a law enforcement agency find the driver not to be at fault, he shall be reinstated and made whole. Should investigation find the driver guilty, he may be subject to discipline up to and including dismissal.
- c. Each driver shall report in writing all personal injury accidents and all vehicular accidents immediately upon completion of the run.

<b>ARTICLE XV: Compensation</b>
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- A. The wages for employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. The probationary rate shall be 90% of the rate for the classification.
- C. Employees who do not use any sick days during the contract year will receive a \$100.00 bonus payment at the end of the contract year. Employees who use only one (1) sick day during the contract year will receive a \$50.00 bonus at the end of the year.
- D. Miscellaneous

For wage schedule placement a year shall be defined to include the summer months for non-year round employees.

## ARTICLE XVI No Strike Clause

The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

## ARTICLE XVII Bus Information

### A. Definitions

1. Bus Run. A single run consists of a single pick-up and delivery of children along an established route before and after school.
2. Extra Trip. An extra trip is any trip that does not involve the pick-up and delivery of children to and from home before and/or after school.
3. Special Run. The special runs are Kindergarten, Vo-Tech and Special Education.

### B. Run Assignments

1. All bus runs and special runs will be discussed with the drivers at a meeting in August, or before school starts. All runs will be filled on the basis of seniority.
2. If a run opens due to a breakdown or absence of a regular driver, the Vo-Tech and Special Education drivers on an alternating basis shall have first option over a regular driver to take the run, provided the run does not conflict with the Vo-Tech or Special Education driver's normal assignment. If a Vo-Tech, Spec. Ed or regular run driver does not choose to take the run, then a substitute may be called.
3. As long as it does not conflict with his/her regular schedule, regular run drivers will be offered the special runs on a rotation basis if the special run drivers are absent. Any driver taking one of these runs on a substitute basis shall not lose his/her place on the rotation for extra trips. A driver refusing a run shall wait until all other drivers have had a chance at a run before he/she receives another turn.
4. Any driver substituting shall continue to substitute when possible until the absent employee has fully returned to that run.

C. Extra Trip

1. Extra trips, such as field trips and ball games shall be allotted on a rotation basis, using the bus numbers in rotation from low to high. Each September the rotation shall begin with the number following the last number used the previous school year.
2. All extra trips shall be posted on a board in the bus barn. Posting shall be done a week in advance, if possible, and shall include the destination, time, and bus or buses assigned to the trip.
  - a. Extra bus runs will be bid on in the following manner: Each bus number will be posted horizontally on the "extra trip board" in numerical order. "Extra Trips" will be posted vertically on the "extra trip board." Drivers will bid on the extra trips by putting their bus number in the column under their number in extra trip row. Runs will be awarded by rotation in numerical order. If a driver does not choose to bid on the run that would be his/hers by rotation, that driver is skipped until the next rotation. The supervisor will circle the number of the bus that has been awarded the extra trip. This will be done no later than two (2) days prior to the trip whenever possible.
  - b.. In the event there are insufficient volunteers for extra trips, the board may assign runs in reverse order of seniority. A driver may be assigned one (1) extra trip per month.
  - c. If a regular driver is unable to do special runs for a period of time longer than two (2) weeks, the employee will inform the bus supervisor in writing of the dates he/she will be unavailable for special runs. The bus supervisor will not be obligated to offer special runs to that driver until he/she receives notice in writing of that drivers availability to take special runs. If a driver refuses two (2) special runs in a calendar month, he/she will not be asked to do a special run for thirty (30) days.
3. All drivers shall use their regular bus on an extra trip unless otherwise specified by their supervisor.
4. A driver refusing an extra trip shall wait until all other drivers have had a chance at an extra trip before he/she receives another turn.
5. If a bus is to return empty on an extra trip, then the posting shall include a time when the driver shall return to pick up the student group. Extra trips of twenty-five (25) miles or more one way shall not return empty.
6. If an extra trip is canceled, the driver will be given the option of taking the next available trip. If a driver refuses the Board shall open and go back to the last driver out.

7. Extra trips shall be paid from the time of departure until the time of return. In addition, drivers will be paid the extra trip rate for necessary preparation of a bus that has not been previously prepared for operation that day, and the necessary cleaning of the bus upon return from the trip.
8. A driver making an extra trip involving traditional meal times (12 o'clock noon to 1:00 p.m., and 5:00 - 6:00 p.m.) will be reimbursed the receipted cost for meals consumed during the extra trip, not to exceed \$3.00 for breakfast (if an overnight trip), \$3.00 for lunch, and \$4.00 for dinner.

D. Miscellaneous

1. Once selected, the driver must keep the run or runs for the school year. The Board reserves the right to adjust a run during the year.
2. Summer school drivers shall be selected on the basis of seniority.
3. Extra trips shall be paid at the extra trip rate per hour; except that an extra trip that conflicts with a driver's regular assignment shall be paid at the driver's regular run rate for any such hour. An extra trip that conflicts with the last run of the day (p.m. elementary) shall be paid at the extra trip rate in addition to the regular run rate.
4. Any driver called in for an extra trip where the trip is canceled shall be paid one (1) hour at the extra trip rate.
5. Drivers who must rescue a stuck stranded bus will be paid for at least one (1) hour at the extra trip rate. If the actual time exceeds one (1) hour, the driver will be paid actual time.
6. Drivers Responsibility. Drivers shall be paid an additional twenty (20) minutes each morning and each afternoon for their a.m./p.m. runs for performance of the following duties:

- Gas each day
- Check oil/water each day
- Sweep once a day
- Warm up each run
- Check tires and flashers each run
- Walk around inspection each run
- Sweep off back of bus when necessary
- Keep the interior clean (dusted, etc.)

This provision shall not apply to the kindergarten run, except that the flashers must be checked, nor to any driver other than bus drivers.

7. The supervisor shall make out all routes, including the kindergarten routes, and assign bus numbers.



8. The supervisor shall provide drivers with directions to the destination of all extra trips, upon request and when necessary.
9. Advance notice of any schedule changes (example: half days) will be posted one (1) week in advance whenever possible.
10. Should school operate more than 180 days, drivers will be compensated appropriately for each extra day worked.
11. In the event of a new extra run being added, an appropriate pay scale will be determined by agreement between the transportation supervisor, the Superintendent and representatives of the Board and Association.
12. In the event a drivers meeting is called by the bus supervisor and/or administration, each driver shall receive the rate per hour specified for other duties. This shall not apply to the annual bus run bid meetings.

## **ARTICLE XVIII: Job Descriptions**

### **A. Job Description and Classification**

For each classification, job descriptions will be developed within ninety (90) days after ratification of this Agreement. Said descriptions shall be developed by Administration with consideration given to Association input. Final determination on job descriptions rests with Administration. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the district. The descriptions will include at a minimum:

1. Job title and description.
2. Minimum qualification requirements.
3. A general statement of required tasks and responsibilities.

### **B. Evaluation**

In addition to other evaluation factors, evaluations of bargaining unit members' work performance shall be based on the job description.

## **ARTICLE XIX: Miscellaneous Provisions**

### **A. Entire Agreement**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement

between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Severability

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

C. Waiver

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 District and the Association, 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 subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter 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.

- D. The use of young adults (students) and/or adults involved in work programs is at the discretion of the Board. The use of any such programs will not result in the layoff or reduction of regular hours or bargaining unit members. Employees on layoff will not have a right to the work assigned above.
- E. Should the district consider the authorization of a public school academy, the contract will be reopened for negotiations over the impact on bargaining unit members. Any agreement reached will be subject to ratification by the parties.

## APPENDIX A: Wages

**1994-95**

	<u>Secretary</u>		<u>Custodian</u>
Start	6.74		6.74
6 Mos.	8.26		8.26
1-5 Yrs.	8.62		8.62
After 5 yrs.	10.95		10.95
	<u>Paraprofessionals</u>		<u>Clerical</u>
Start	6.00		6.00
6 Mos.	6.60		6.60
1-5 Yrs.	7.20		7.20
After 5 yrs.	9.01		9.01
	<u>Instructional Aides</u>		<u>Non-Instructional Aide</u>
Start	6.00		6.00
6 Mos.	6.60		6.60
1-5 Yrs.	7.20		7.20
After 5 yrs.	9.01		8.69
	<u>Food Service - Cook</u>		<u>Food Service Asst.</u>
Start	6.00		6.00
6 Mos.	6.60		6.60
1-5 Yrs.	7.20		7.20
After 5 yrs.	9.46		8.69
	<u>Maintenance-Mechanic</u>		<u>Bus Drivers</u>
Start	10.50	Reg.	15.17/run
6 Mos.	11.25	Kdg.	28.13/run
1-5 Yrs.	12.00	Extra Trp.	8.28/hr.
After 5 yrs.	12.75	Vo-Tech	8.28/hr.
		Sp Ed.	8.28hr.
		Other	6.00/hr.

The above rates reflect a 3.0% increase for 1994-95.

Appendix A Wages for 1994-95 are retroactive to July 1, 1994.

## APPENDIX A: Wages

1995-96

	<u>Secretary</u>		<u>Custodian</u>
Start	6.94		6.94
6 Mos.	8.51		8.51
1-5 Yrs.	8.88		8.88
After 5 yrs.	11.28		11.28
	<u>Paraprofessionals</u>		<u>Clerical</u>
Start	6.18		6.18
6 Mos.	6.80		6.80
1-5 Yrs.	7.42		7.42
After 5 yrs.	9.28		9.28
	<u>Instructional Aides</u>		<u>Non-Instructional Aide</u>
Start	6.18		6.18
6 Mos.	6.80		6.80
1-5 Yrs.	7.42		7.42
After 5 yrs.	9.28		8.95
	<u>Food Service - Cook</u>		<u>Food Service Asst.</u>
Start	6.18		6.18
6 Mos.	6.80		6.80
1-5 Yrs.	7.42		7.42
After 5 yrs.	9.74		8.95
	<u>Maintenance-Mechanic</u>		<u>Bus Drivers</u>
Start	10.82	Reg.	15.63/run
6 Mos.	11.59	Kdg.	28.97/run
1-5 Yrs.	12.36	Extra Trp.	8.53/hr.
After 5 yrs.	13.13	Vo-Tech	8.53/hr.
		Sp Ed.	8.53hr.
		Other	6.18/hr.

The above rates reflect a 3.0% increase for 1995-96.

## APPENDIX A: Wages

1996-97

<u>Secretary</u>		<u>Custodian</u>	
Start	7.15		7.15
6 Mos.	8.77		8.77
1-5 Yrs.	9.15		9.15
After 5 yrs.	11.62		11.62
<u>Paraprofessionals</u>		<u>Clerical</u>	
Start	6.37		6.37
6 Mos.	7.00		7.00
1-5 Yrs.	7.64		7.64
After 5 yrs.	9.56		9.56
<u>Instructional Aides</u>		<u>Non-Instructional Aide</u>	
Start	6.37		6.37
6 Mos.	7.00		7.00
1-5 Yrs.	7.64		7.64
After 5 yrs.	9.56		9.22
<u>Food Service - Cook</u>		<u>Food Service Asst.</u>	
Start	6.37		6.37
6 Mos.	7.00		7.00
1-5 Yrs.	7.64		7.64
After 5 yrs.	10.03		9.22
<u>Maintenance-Mechanic</u>		<u>Bus Drivers</u>	
Start	11.15	Reg.	16.10/run
6 Mos.	11.94	Kdg.	29.84/run
1-5 Yrs.	12.73	Extra Trp.	8.79/hr.
After 5 yrs.	13.52	Vo-Tech	8.79/hr.
		Sp Ed.	8.79hr.
		Other	6.37/hr.

The above rates reflect a 3.0% increase for 1996-97.

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Second line of handwritten text, appearing to be a date or a specific entry identifier.

Third line of handwritten text, continuing the entry or providing additional context.

Fourth line of handwritten text, possibly describing an event or observation.

Fifth line of handwritten text, continuing the narrative of the entry.

Sixth line of handwritten text, providing further details.

Seventh line of handwritten text, possibly a conclusion or a note.

Eighth line of handwritten text, continuing the entry.

Ninth line of handwritten text, possibly a signature or a final note.

Tenth line of handwritten text at the bottom of the page.

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