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Vanderbilt Area Schools

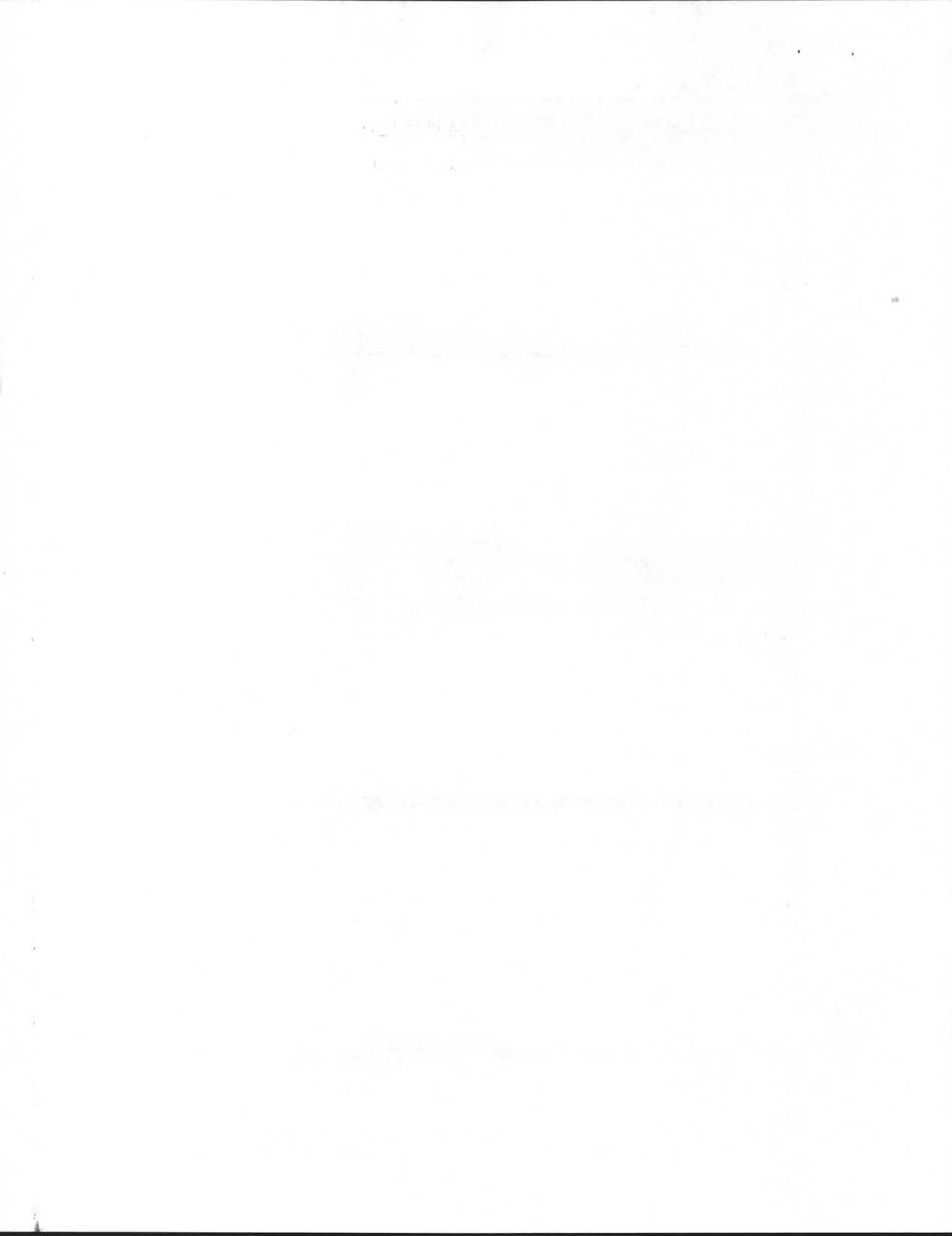
MASTER AGREEMENT
 BETWEEN
 VANDERBILT BOARD OF EDUCATION
 AND
 NORTHERN MICHIGAN EDUCATION ASSOCIATION
 FOR THE
 VANDERBILT EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
 1985 - 1988

Michigan State University
 LABOR AND INDUSTRIAL
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SECTION 1.1 - AGREEMENT

- A. This Agreement entered into this July 1, 1985 by and between the Northern Michigan Education Association/MEA/NEA hereinafter called the Association and the Vanderbilt Area School Board of Education hereinafter called the Employer.
- B. In consideration of the following mutual covenants it is hereby agreed as follows:

SECTION 1.2 - RECOGNITION

- A. The Vanderbilt Area Schools hereinafter Employer hereby recognizes the Northern Michigan Education Association/MEA an affiliate of the National Education Association hereinafter the Association as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act as amended, MCLA 423.201 et h.; MSA 17.455(1) et seq., (PERA), for all full-time and regular part-time personnel as certified by the Michigan Employment Relations Commission but excluding one [1] confidential employee [bookkeeper], supervisors, substitutes and all others:

Custodial/Maintenance
Clerical/Secretarial
Culinary
Aides
Bus Drivers

1. The transportation maintenance supervisor shall be excluded from the bargaining unit until such time as the current employee in that position vacates the position. Thereafter, the position shall be included in the bargaining unit.
 2. The secretarial trainee position in the superintendent's office shall be excluded until June 1, 1986. Thereafter, the position shall be included in the bargaining unit.
- B. Unless otherwise indicated, use of the term "bargaining unit member" when used hereinafter in this Agreement, shall refer to all members of the above-defined bargaining unit. 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 thirty [30] work days.

4. School-year: Bargaining unit members whose employment follows the school calendar.
5. Full-year: Bargaining unit members who are employed to work on a twelve [12] month basis.

SECTION 1.3 - PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act #336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer and accordingly have included herein a grievance procedure for the effective processing and resolution of such disputes.
- C. The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written, mutual consent. The parties agree their undertakings in this Agreement are mutual. Any previous established practice, policy, rule or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement except no employee shall suffer any loss or reduction in benefits nor have less favorable conditions than the highest conditions in effect for such employee at the time this Agreement is executed.

SECTION 1.4 - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1985 and shall continue in effect until August 31, 1988.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this _____ day of _____, 19____.

ASSOCIATION

EMPLOYER

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

By _____
Negotiator

By _____
Trustee

By _____
Negotiator

By _____
Trustee

By _____
Negotiator

By _____
Trustee

By _____
Negotiator

By _____
Trustee

Date: _____

SECTION 1.5 - ASSOCIATION DUES AND PAYROLL DEDUCTIONS

- A. The Employer shall make a payroll deduction, upon written request from the bargaining unit member, for annuities, credit union, savings bonds, medical and hospitalization insurance, union dues and other plans or programs approved jointly by the Employer and the Association.
- B. All authorizations for payroll deductions will be in the superintendent's office by the first Friday of school.
- C. Hospitalization insurance and Association dues will be deducted from the first pay each month. Annuities, credit union, savings bonds and other approved plans or programs will be deducted each pay.
- D. Association dues shall include the local, NMEA, Michigan Education Association [MEA] and the National Education Association [NEA].
- E. Each bargaining unit member shall, as a condition of employment, on or before thirty [30] days from the date of commencement of duties or the effective date of this Agreement--whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required to members of the Association including local, state and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association or its designee no later than twenty [20] days following deduction.
- F. Pursuant to Aboud vs Detroit Federation of Teachers, 431 US 209.240 (1977), the Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by the Association including MEA or NEA of any funds collected from him/her pursuant to provision A above, such person may present such objection pursuant to that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such policy shall be exclusive and unless and until such procedures including any judicial review there shall have been availed of and exhausted, no dispute, claim or complaint

by such objecting bargaining unit member concerning the application and interpretation of this Section shall be subject to the grievance procedure set forth in this Agreement or any other administrative or judicial procedures.

G. The Association agrees to indemnify and save the Employer including each individual school board member harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Employer for the purpose of complying with A through F of this Section subject to the following conditions:

1. The damages have not resulted from misfeasance or malfeasance of the Employer or its agents.
2. The Association has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the Section or the costs which may be assessed against the Employer by any court or tribunal.
3. The Association shall have the right to compromise or settle any claim made against the Employer under this Section.

SECTION 1.6 - NEGOTIATIONS PROCEDURE

- A. It is contemplated the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process it is likewise recognized matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided.
- B. It is contemplated that matters not specifically covered by this Agreement but that may be of common concern to the parties will be dealt with in a mutually scheduled meeting. This does not obligate either party to bargain collectively during the life of this Agreement about matters covered in this Agreement.
- C. Negotiations between the parties on a successor Agreement shall begin at least sixty [60] days prior to the expiration of the contract term. Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating committee.

- D. Copies of this Agreement shall be printed at the expense of the Employer within thirty [30] days, if possible, after it is signed and shall be presented to all bargaining unit members now employed or hereafter employed by the Employer. The NMEA shall be provided with five [5] copies, at no charge to it, for its use.

SECTION 1.7 - GRIEVANCE PROCEDURE

A. Definition

1. A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. The term grievance as defined above shall not apply to:
 - a. Extending the probationary period of any employee, not to exceed thirty [30] work days.
 - b. The discharge of a probationary employee, for any reason, during the first thirty [30] work days of employment or the extension as above provided.

B. Hearing Levels

1. Informal Level: When a cause for complaint occurs, the affected bargaining unit member[s] shall, within seven [7] work days, request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result[s] of the meeting, he/she may formalize the complaint in writing as provided hereunder.
2. Formal Level #1: If a complaint is not resolved in a conference between the affected bargaining unit member[s] and his/her immediate supervisor the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within ten [10] days of the meeting between the supervisor and the affected bargaining unit member[s]. A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five [5] days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant[s] and the Association.

3. Formal Level #2: If the Association is not satisfied with the disposition of the grievance at Level #1 or if no disposition has been made within five [5] days of receipt of the grievance, the grievance shall be transmitted to the governing body of the Employer or its designee. Within seven [7] days after the grievance has been so submitted, the governing body or its designee shall meet with the Association on the grievance. The Employer's governing body or its designee, within five [5] days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant[s].
 4. Formal Level #3: If the Association is not satisfied with the disposition of the grievance at Level #2 or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the employer nor the union shall be permitted to assert in such arbitration proceeding, any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and that judgement thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.
- C. The arbitrator shall have no power to alter, add to, subtract or modify the terms of this Agreement.

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature of Arbitrator

Date

A. If additional space is needed in reporting Section B of Step I, attach an additional sheet.

B. All provisions of Section _____ of the Agreement dated _____, 19__ will be strictly observed in the settlement of grievances.

SECTION 1.8 - SEPARABILITY

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.
- B. It is further agreed that within ten [10] days of notification of a final and binding determination of such illegality the Employer and Association will commence negotiations to reach a new Agreement concerning the subject matter of the provision determined to be illegal.

SECTION 2.1 - VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy shall be defined as a newly-created position or a present position that is not filled within the bargaining unit.
- B. All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten [10] work days. Said posting shall contain the following information:
 - 1. Type of work
 - 2. Location of work
 - 3. Starting date
 - 4. Rate of pay
 - 5. Hours to be worked
 - 6. Classification
 - 7. Minimum requirements
 - 8. Qualifications
- C. Interested bargaining unit members may apply in writing to the superintendent or designee within the ten [10] day posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months [June, July, August] by sending notice of same to each bargaining unit member by U.S. mail to their last known address.
- D. Vacancies shall be filled with the most senior applicant who is qualified from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by a qualified applicant from other classifications with the most seniority.
- E. 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 union.

- F. In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty [30] work day trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.
- G. The parties agree that involuntary transfers of bargaining unit members are to be affected only for reasonable and just cause.
- H. Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.

SECTION 2.2 - BARGAINING UNIT MEMBER EVALUATIONS

- A. All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.
- B. Bargaining unit member evaluation shall be by personal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year - whichever is later - shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties. Work outside of the bargaining unit member's school-assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.
- C. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten [10] days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

- D. Following each formal evaluation - which shall include a conference with the evaluator - the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.
- E. At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.
- F. In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association.

SECTION 2.3 - PERSONNEL FILES AND EMPLOYEE COMPETENCE

- A. A bargaining unit member shall have the right to review the contents of all records, excluding initial references, of the Employer, pertaining to said individual, originating after the initial employment, and to have an Association representative present at such review.
- B. No material originating after the initial employment shall be placed in a bargaining unit member's personal record unless she/he has had an opportunity to review said material. The bargaining unit member may submit a written notation regarding any material and the same shall be attached to the material in question. If a bargaining unit member is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the material's content.

SECTION 2.4 - BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the state of Michigan and of the United States, including, but without limiting the generality of the foregoing, but not in conflict with the conditions of this Agreement, 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 and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine their qualifications and the conditions of continued employment.
 7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision.
 11. The right to contract or sub-contract is vested in the Employer, provided that such contracting does not displace or replace either in whole or in part, in any way, currently employed bargaining unit members as of the effective date of this Agreement.
- B. Limits on Board Rights: The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

SECTION 2.5 - LAYOFF AND RECALL

- A. When there is a reduction in the working force, bargaining unit members shall be laid off in accordance with seniority, that is the employee with the least seniority shall be laid off first. In the selection of employees for layoff, the school district shall retain those bargaining unit members with the greatest seniority provided the bargaining unit member is qualified to perform the work.
- B. Whenever a bargaining unit member is to be laid off, the school district shall notify the bargaining unit member and the Association president by mailing notice within ten [10] working days of the Board meeting in which the Board took layoff action, except in case of emergency.
- C. Laid-off bargaining unit members shall be recalled in accordance with seniority; that is, the bargaining unit member with the greatest seniority shall be recalled first, provided they have the ability and are able to perform the duties of the job that is open.
- D. When recalling laid-off bargaining unit members, the school district will notify them by certified mail at the last known address. If such bargaining unit member does not notify the school district within seven [7] working days from the mailing date of such notice that he/she will report for work on the date specified, or give a legitimate reason, as determined by the superintendent, for delay beyond such time, he/she will be considered as having quit and all seniority shall be terminated.
- E. In the event of a reduction in the work hours in a classification, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until ten [10] work days after written notice to the affected bargaining unit member[s] is given by the Employer.

SECTION 2.6 - SENIORITY

- A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- B. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

- C. For purposes of this provision, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
1. Custodial/Maintenance
 2. Clerical/Secretarial
 3. Culinary
 4. Aide
 5. Bus Driver
- D. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in the school building within thirty [30] work days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the union.
- E. Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the employer may be employed at other work on a job that is operated by the Employer, which he/she can do, without regard to any seniority provisions in this Agreement.
- F. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement, or transfer to a non-bargaining unit position.
- G. For the purpose of reduction in personnel, layoff, and recall, a bargaining unit member working in more than one classification shall be deemed to be assigned to all appropriate classifications.

SECTION 3.1 - UNION RIGHTS

- A. The Association and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings provided such use does not interfere with school activities.
- B. Duly-authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on Employer property at all reasonable times provided that this shall not interfere with or interrupt normal operations.
- C. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards.
- D. The Employer agrees to furnish to the Association, in response to reasonable requests, all available information concerning its financial resources and expenditures, and such other information as will assist the Association in

developing intelligent, accurate, informed, and constructive proposals on behalf of bargaining unit members together with information the Association may require to process any grievance or complaint. The Association shall reimburse the Employer for reasonable expenses incurred in furnishing information or records available.

- E. It is understood that the members of the bargaining unit set forth in the foregoing recognition clause, have the responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person who is, or will become, a member of the bargaining unit represented by the Association.
- F. The Association shall have the right to use district equipment if operated by a qualified bargaining unit member. The Association shall reimburse the district for supplies used by the Association.
- G. The Local Association President/designee shall be released with pay for up to five [5] days per school year to attend to Association business. The Association will reimburse the district for necessary substitute costs related to this release time.

SECTION 3.2 - BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

- A. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body, exercising governmental power under color of law of the state of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan or the United States of America or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this Agreement shall be construed to deny any bargaining unit member's rights he/she may have under the Michigan General School Laws or other applicable state or federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in

addition to those provided elsewhere.

- C. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member.
- D. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.
- E. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation, or occupational advantage, 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.
- F. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.
- G. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The Employer or its designed representative shall take reasonable steps to relieve the employees of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.
- H. Any case of assault upon a bargaining unit member in conjunction with his/her responsibilities to the school district shall be promptly reported to the Employer.
- I. Time lost by a bargaining unit member in connection with any incident mentioned in this Section shall not be charged against the bargaining unit member's sick leave accumulation even though the regular gross earnings shall be maintained.
- J. In the event a complaint or charge is made by any person or group not employed by the Employer, or other employees, against any bargaining unit member, the individual shall be

given full information with respect thereto and with respect to any investigation conducted by the Employer.

SECTION 3.3 - WORKING CONDITIONS

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator, or another student, from attack, physical abuse or injury, or to prevent damage to district property. No bargaining unit member shall be required to dispense or administer medication.
- C. A bargaining unit member shall be responsible to only one administrator and said administrator shall be designated by the Employer at the beginning of each school year with written notification provided to each bargaining unit member. In the absence of an administrator, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building.

SECTION 3.4 - WORKING HOURS, LOAD AND ASSIGNMENTS

- A. The normal work day schedule for all employees shall be established by the Employer based on the Employer's determination of the needs and resources of the district and may be changed from time to time as deemed necessary and appropriate by the Employer. The number of hours will not be reduced without pror consultation with the Association.
- B. The normal work year for school-year bargaining unit members shall follow the school calendar. The normal work year for all other [full-year] bargaining unit members shall be twelve [12] months.
- C. Bargaining unit members shall be entitled to a fifteen [15] minute relief period for each four [4] hours of work. Bargaining unit members working overtime will receive fifteen [15] minutes for each two [2] hours.
- D. Overtime shall be divided among bargaining unit members within each classification as follows:
 - 1. Overtime will be covered by the use of an "Overtime

Chart" and will be offered to each bargaining unit member in rotation based on seniority. Overtime that is refused by a bargaining unit member will be charged on the Overtime Chart for the purpose of balancing overtime.

- E. Time and one-half will be paid for any work over eight [8] hours in a day, forty [40] hours per week, and on Saturdays, Sundays and Holidays.
 - 1. Those employees required to report to work on days of inclement weather will be paid at their regular rate. Those employees not required to report for work will not be paid for those days.
- F. Excluding bus drivers, any bargaining unit members working six [6] hours or more a day shall have a paid lunch period of thirty (30) minutes.
- G. The Employer shall provide substitutes, if necessary, due to the absence of a regular bargaining unit member; however, substitutes shall not be placed to perform the work of an absent regular bargaining unit member until other bargaining unit members regularly assigned to the classification have been offered the work.
- H. On extra trip runs that prevent the driver from doing his/her regular run the driver shall receive his/her pay for his/her regular run and shall also receive pay for the extra trip.

SECTION 3.5 - SUB-CONTRACTING

- A. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased or transferred to persons not covered by this Agreement without the prior written agreement of the Association. Nothing shall prevent the Employer from using social service, court appointed, or federal program workers provided such workers will not be used to supplement any employee assigned to regularly assigned duties.
- B. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit except in emergencies. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.
- C. The Employer will not sub-contract work unless either the skills needed to perform the work as reasonably specified are unavailable within the bargaining unit and cannot be obtained in a reasonable time or bargaining unit members who possess the skills or qualifications to perform needed work refuse to accept such additional responsibilities.

SECTION 3.6 - RETIREMENT

- A. All bargaining unit members shall be allowed to continue their employment with the Employer until age seventy [70]. After age seventy [70], bargaining unit members may continue their employment on a year-to-year basis upon written agreement with the Employer.

SECTION 3.7 - JOB DESCRIPTION AND CLASSIFICATION

- A. For each classification, job descriptions will be developed within a reasonable period after ratification of this Agreement. Said descriptions shall be developed by the Employer. 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 Requirements
 3. Required Tasks and Responsibilities
- B. Any evaluations of bargaining unit members' work performance shall be based upon the bargaining unit member's job responsibilities.
- C. The basic compensation of each bargaining unit member shall be as set forth in Section 5.2. There shall be no deviation from said compensation rates during the life of this Agreement.
- D. The following conditions shall apply to all overtime work:
1. Time and one-half will be paid for all hours worked over eight [8] hours in one [1] day or forty [40] hours in one [1] week and all hours worked on Saturdays.
 2. Double-time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the bargaining unit member is entitled to holiday pay for that day.
 3. Paid leave shall count toward hours worked.
 4. Compensatory time off may be given instead of over-time pay if mutually agreeable to the Employer and the bargaining unit member.

SECTION 4.1 - SICK LEAVE

- A. At the beginning of each work year each bargaining unit member shall be credited with four [4] days of paid sick leave to be increased to six [6] days effective July 1, 1986 and to increase to one [1] day per month of work [twelve (12) month employees receive twelve (12) paid sick days per year

and school term employees receive ten (10) paid sick days per year] effective July 1, 1987. The unused portion shall accumulate from year-to-year up to one hundred and twenty [120] days. 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.

1. Any bargaining unit member currently receiving more paid sick days than in A above shall continue to receive those days until such time that A above grants the bargaining unit member more days.
- B. Absence due to injury or illness incurred in the course of the bargaining unit member's employment shall not be charged against the bargaining unit member's sick leave days. The Employer shall pay to such bargaining unit member, the difference between his/her salary with all fringe benefits and all benefits received under the Michigan Worker's Compensation Act for the duration of such absence. The salary differential paid by the Employer is not to be offset by or coordinated with Worker's Compensation benefits.
- C. The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:
1. 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 which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
 2. Medical or Nursing Care: The bargaining unit member may take three [3] days to make arrangements for medical or nursing care for a member of his/her immediate family.

SECTION 4.2 - OTHER PAID LEAVES

- A. Effective July 1, 1985, at the beginning of every school year, each bargaining unit member shall be credited with one [1] day [to be increased to two (2) days effective July 1, 1986] to be used for the bargaining unit member's personal business. A bargaining unit member planning to use a personal business day[s] shall notify his/her supervisor at least one [1] day in advance except in cases of emergency. Personal business days shall be available for the practice of individual religious preferences.
- B. Any bargaining unit member called for jury duty or who is subpoenaed to testify during work hours in any judicial or administrative matter including requested attendance during an arbitration or factfinding proceeding shall be paid

the difference between their salary and jury duty.

- C. The bargaining unit member shall be granted a maximum of three [3] days paid leave per death for immediate family members. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father/mother-in-law and grandparents.

SECTION 4.3 - UNPAID LEAVES

- A. Leaves of absence without pay or benefits will be granted upon written request from a bargaining unit member as indicated under Paragraph B below. Requests for leaves of absence shall include the reason for the leave along with the notification of the beginning and ending dates of said leaves. Parental/Child Care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable. A bargaining unit member returning from a leave of absence shall be reinstated to the same position and classification he/she held 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.
- B. Unpaid leaves of absence may be taken for the following purposes:
1. Military Leave: A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.
 2. Union Office: A leave of absence of up to one [1] year may be granted, upon application, for the purpose of serving as an officer in its state or national affiliate. At the discretion of the Employer a one-year extension may be granted.
 3. Public Service: A leave of absence, not to exceed one [1] year, may be granted to any bargaining unit member, upon application, for the purpose of campaigning for, or serving in, a public office. At the discretion of the Employer, a one-year extension may be granted.
 4. Parental/Child Care: A leave of absence up to one [1] year shall be granted to any (male or female) bargaining unit member for the purpose of child care. Said leave shall commence upon request of the bargaining unit member. At the discretion of the Employer, a one-year extension may be granted.
 5. Short term unpaid leaves shall be available to bargaining unit members for unexpected situations

which cannot be handled at any other time; e.g., winning a free trip, etc. The length of time on a short term unpaid leave shall be at the superintendent's discretion.

- C. Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National guard shall be released without pay by the Employer during any period when the affected bargaining unit member engages in training or other service in the Reserve or National Guard.

SECTION 4.4 - VACATIONS AND HOLIDAYS

VACATION

- A. Twelve [12] month bargaining unit members shall receive paid vacation according to the following schedule:

<u>Years Employed</u>	<u>Vacation Pay</u>
1 Year Employed	5 Days
2- 9 Years Employed	10 Days
10-19 Years Employed	15 Days
20 Years Employed & Over	20 Days

- B. Twelve [12] month employees may take up to one [1] week of their vacation during the school year.
- C. For purposes of this Section a work week shall be defined as a five [5] consecutive day period consisting of days actually worked, paid holidays, paid leave days and excluding vacation and other days not worked.
- D. Upon termination, a bargaining unit member shall be paid for all unused vacation time based upon his/her then-current rate of pay. Vacation time shall be computed as of the employee's anniversary date.

HOLIDAYS

- A. All twelve [12] month bargaining unit members 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 replace the day.

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Years Day
5. Good Friday [only if school is not in session]
6. Memorial Day
7. July 4

- B. All bargaining unit members who work less than twelve [12]

months 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 replace the day.

1. Thanksgiving Day
2. Christmas Day
3. Memorial Day

SECTION 4.5

ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

- A. In the event this district shall be annexed, consolidated or otherwise reorganized with one [1] or more districts in whole or in part, the Employer will use every effort possible to assure the continued recognition of the Association and the continued employment of its members in such district. If any of the above causes a negative impact upon a bargaining unit member employed by the successor Board of Education pursuant to this Agreement, a resolution of the negative impact shall be negotiated between the successor Board as one party and the bargaining unit members of the successor school district as the other party.

SECTION 4.6 - INSURANCE

A. Twelve Month Employees

1. The Employer will provide without cost to the bargaining unit member, MESSA Super MED II with the MESSA Care Rider protection for the employee and her/his family.

Ten Month Employees

2. The Employer will provide for those employees working eight [8] hours per day, MESSA Super Med II with the MESSA Care Rider protection for the employee and his/her family.

- a. 1985-86: 80% of the monthly premium
- b. 1986-87: 90% of the monthly premium
- c. 1987-88: 100% of the monthly premium

- B. Those eligible employees who are covered by their spouses health insurance coverage may apply the equivalent of the single subscriber premium toward any of the MESSA options.

SECTION 4.7 - MISCELLANEOUS

- A. Bus drivers shall also receive four cents [\$.04] for each mile driven. This mileage shall be paid in June of each year.
- B. A bus driver shall be paid for thirty [30] minutes per day,

in addition to regular driving time, for the purpose of doing bus safety checks and to sweep out the bus.

- C. The AM run, PM and Kindergarten run shall each be figured as one and one-half [1 1/2] hours of driving time. This shall be subject to renegotiation in the event of change in the current bus routes.
- D. On extra trips or map preparation, a driver shall receive five dollars [\$5] per hour which includes overnight, driving time and waiting time.
- E. Drivers shall be provided with a school credit card on extra trips for the purpose of purchasing gas, food and lodging.
- F. Drivers shall be provided with forms [in triplicate] which will be used to request bus repairs.
- G. Substitute workers, be they custodial, secretarial, culinary, driving, shall receive four dollars and fifty cents [\$4.50] per hour for each hour worked. A substitute shall only work the lesser paying positions that regular bargaining unit members have declined to work except for emergencies.
- H. Custodial and maintenance employees shall receive their regular hourly rate of pay per hour for boiler duty or compensatory time off at the employee's choosing in the event employees are called to do boiler duty. A boiler work schedule shall be established at the beginning of each school year.
- I. There shall be a night shift premium for custodial staff of ten cents [\$.10] per hour for all hours worked after 4:00 P.M.
- J. During times when school is not in session, the night shift shall be allowed to work a day shift except when the superintendent finds this unworkable.
- K. In the event of change in job or work duties, the Employer shall provide the affected employee with adequate training to handle the new work duties.

SECTION 4.8 - SALARY SCHEDULES

CUSTODIAN

Hourly Rate

<u>Experience</u>	<u>July 1, 1985</u>	<u>July 1, 1986</u>	<u>July 1, 1987</u>
1	5.47	5.72	5.98
2	5.67	5.93	6.20
3	5.87	6.13	6.41
4	6.07	6.34	6.63
5	6.27	6.55	6.84
8	6.80	7.11	7.43
10	7.00	7.32	7.65
12	7.32	7.65	7.99

SECRETARY

Hourly Rate

<u>Experience</u>	<u>July 1, 1985</u>	<u>July 1, 1986</u>	<u>July 1, 1987</u>
1	4.73	4.94	5.16
2	4.93	5.15	5.38
3	5.13	5.36	5.60
4	5.33	5.57	5.82
5	5.53	5.78	6.04
8	5.73	5.99	6.26
10	5.93	6.20	6.48
12	6.13	6.41	6.70

TEACHER AIDE

Hourly Rate

<u>Experience</u>	<u>July 1, 1985</u>	<u>July 1, 1986</u>	<u>July 1, 1987</u>
1	4.43	4.63	4.84
2	4.63	4.84	5.06
3	4.83	5.05	5.28
4	5.03	5.26	5.50
5	5.23	5.47	5.72
8	5.43	5.67	5.93
10	5.63	5.88	6.14
12	5.83	6.09	6.36

BUS DRIVERS/REGULAR RUN

Hourly Rate

<u>Experience</u>	<u>July 1, 1985</u>	<u>July 1, 1986</u>	<u>July 1, 1987</u>
1	6.43	6.72	7.02
2	6.53	6.82	7.13
3	6.56	6.86	7.17
4	6.59	6.89	7.20
5	6.62	6.92	7.23
8	6.82	7.13	7.45
10	7.02	7.34	7.67
12	7.22	7.54	7.88

MECHANIC

Hourly Rate

<u>Experience</u>	<u>July 1, 1985</u>	<u>July 1, 1986</u>	<u>July 1, 1987</u>
1	9.20	9.61	10.04
2	9.40	9.82	10.26
3	9.60	10.03	10.48
4	9.80	10.24	10.70
5	10.00	10.45	10.92
8	10.25	10.71	11.19
10	10.45	10.92	11.41
12	10.65	11.13	11.63

MAINTENANCE

Hourly Rate

<u>Experience</u>	<u>July 1, 1985</u>	<u>July 1, 1986</u>	<u>July 1, 1987</u>
1	6.18	6.46	6.75
2	6.38	6.67	6.97
3	6.58	6.88	7.19
4	6.78	7.09	7.41
5	6.98	7.29	7.62
8	7.18	7.50	7.84
10	7.38	7.71	8.06
12	7.58	7.92	8.28

CULINARY/COOK

Hourly Rate

<u>Experience</u>	<u>July 1, 1985</u>	<u>July 1, 1986</u>	<u>July 1, 1987</u>
1	6.06	6.33	6.61
2	6.26	6.54	6.83
3	6.46	6.75	7.05
4	6.66	6.96	7.27
5	6.86	7.17	7.49
8	7.06	7.38	7.71
10	7.26	7.59	7.93
12	7.46	7.80	8.15

ASSISTANT COOK

Hourly Rate

<u>Experience</u>	<u>July 1, 1985</u>	<u>July 1, 1986</u>	<u>July 1, 1987</u>
1	4.68	4.89	5.11
2	4.88	5.10	5.33
3	5.08	5.31	5.55
4	5.28	5.52	5.77
5	5.48	5.73	5.99
8	5.68	5.94	6.21
10	5.88	6.14	6.42
12	6.08	6.35	6.64

CULINARY/KITCHEN AIDE I

Hourly Rate

<u>Experience</u>	<u>July 1, 1985</u>	<u>July 1, 1986</u>	<u>July 1, 1987</u>
1	3.80	3.97	4.15
2	4.00	4.18	4.37
3	5.23	5.47	5.72
4	5.43	5.67	5.93
5	5.63	5.88	6.14
8	5.83	6.09	6.36
10	6.03	6.30	6.58
12	6.23	6.51	6.80

CULINARY/KITCHEN AIDE II

Hourly Rate

<u>Experience</u>	<u>July 1, 1985</u>	<u>July 1, 1986</u>	<u>July 1, 1987</u>
1	4.00	4.18	4.37
2	4.18	4.37	4.57
3	4.20	4.39	4.59
4	4.22	4.41	4.61
5	4.25	4.44	4.64
8	4.30	4.49	4.69
10	4.40	4.60	4.81
12	4.50	4.70	4.91