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LABOR AGREEMENT

between the

ISHPEMING EDUCATION SUPPORT

PERSONNEL ASSOCIATION

(MESPA/MEA/NEA)

and the

DISTRICT

(Board of Education of the City of  
Ishpeming, Michigan, District No. 1)

2007/2010

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## ARTICLE I - RECOGNITION

Section 1 The Board of Education of the City of Ishpeming, Michigan, District No. 1 (the "District", "Board" or "Employer") hereby recognizes the Ishpeming, Michigan, Education Support Personnel Association (MESPA/MEA/NEA, the "Union" or "Association") as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the following described bargaining unit: All clerical/secretarial, aide/paraprofessional, food service, custodial, and transportation personnel, BUT EXCLUDING all administrative, confidential personnel and all other employees, as certified by the Michigan Employment Relations Commission, Case No. R86 B-73.

Section 2 All regular full-time full-year, all regular full-time school-year and all regular part-time employees, including probationary employees (but excluding substitute and temporary employees), in the above described bargaining unit will hereinafter be referred to as "bargaining unit members" or "bargaining unit employees."

Section 3 The Board agrees not to negotiate with or recognize any organization other than the Union with respect to the bargaining unit covered by this Agreement so long as the Union remains the certified collective bargaining agent for such bargaining unit. The Board further agrees not to unlawfully discriminate against employees to deprive them of rights conferred upon them by federal or state law.

## ARTICLE II - DEFINITIONS

Section 1 (a) Regular full-time full-year employees are employees who have completed their probationary period and are regularly scheduled to work at least forty (40) hours per week on a twelve (12) month basis.

(b) Regular full-time school-year employees are employees who have completed their probationary period and are regularly scheduled to work following the school calendar (ten months) for more than thirty (30) hours per week.

(c) Regular part-time employees are employees who have completed their probationary period and are regularly scheduled to work less than forty (40) hours per week, on a twelve (12) month basis, or who are regularly scheduled to work following the school year calendar (ten months) for less than thirty (30) hours per week.

(d) The term "probationary employee" as used in this Agreement includes bargaining unit members who would otherwise qualify as regular full-time or regular part-time employees, who have not yet completed their probationary period of sixty (60) days actually worked (as extended), as hereinafter provided. Probationary employees shall be entitled to only such benefits as they are specifically granted under this Agreement and may be discharged at any time, with or without cause.

(e) (1) The term "substitute" as used in this Agreement means persons employed to fill positions of regular full-time, regular part-time or probationary employees while such bargaining unit members are away from work. Substitutes are not bargaining unit members and, except for this subsection, are not covered by the provisions of this Agreement.

(2) It is the Board's responsibility to arrange such substitutes if required. If a substitute is not employed, regular employees will not be expected to perform both their own work and the work of the absent employee. Where the employee cannot reasonably perform all of the required work, management will provide the employee with a priority list for work to be done.

(3) The term "temporary" employee as used in this Agreement means persons who are employed for a limited period. If such limited period is expected to extend beyond sixty (60) days actually worked, the Union will be notified in writing, including notification of the project upon which such individuals are employed, and a mandatory conference between the parties will be scheduled. Temporary employment shall not exceed ninety (90) work days without review by the Employee Relations Committee and formal approval by the Board of Education. Temporary employees are not bargaining unit members and, except for this subsection, are not covered by the provisions of this Agreement.

(f) Nothing in this Agreement shall be construed as limiting the District's right to participate in programs involving training of students, work programs for students or grant programs, so long as such activities do not result in layoff of a bargaining unit member.

Section 2 "Working days" or "work days" as used in this Agreement means Monday through Friday, excluding holidays. "Calendar days" means all days, Monday through Sunday, including holidays. Unless otherwise indicated, "days" means calendar days.

Section 3           Wherever in this Agreement the masculine or feminine pronouns "man," "men," "he," "she," or related pronouns may appear, either as words or parts of words, they have been used for literary purposes and are meant in their generic sense (i.e. to include human kind - both female and male sexes).

### ARTICLE III - BOARD'S RIGHTS

Section 1           Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations. All rights which ordinarily vest in the Board (except only those rights which are clearly and expressly relinquished in this Agreement), including determination and administration of school policy and operation and management of the schools, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking or consequences of such action. The Board recognizes, however, that this Agreement sets forth limitations on the powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

Section 2           The District retains exclusively all of its legal, customary and normal functions of management of the affairs of the District, including but not limited to the following:

(a) To determine the number, quality, source, location and type of facilities, buildings, services, materials, supplies and equipment, and the means and methods of their acquisition, operation and use, including relocation, automation, revision, contracting out, termination, disposition and other changes therein;

(b) to determine scheduling, curriculum, work force size, job content and staffing, including changes therein;

(c) to determine and revise qualifications, hiring, training (including in-service) scheduling, assignment, direction, layoff, recall, transfer, promotion and demotion of its staff;

(d) to establish, revise and enforce rules for maintaining efficiency among its staff, including but not limited to disciplinary rules and rules concerning substance abuse;

(e) to adopt, amend and repeal policies, rules and regulations, and to establish, modify or discontinue any conditions or practices;

(f) to determine the financial policies, including all accounting procedures, and to manage and control its business, its equipment and its operations, to direct the affairs of the District and to determine all methods and means to carry on the operation of the schools.

Section 3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States. The listing of specific management rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

#### ARTICLE IV - CONTINUITY OF OPERATIONS

Section 1 The parties recognize the desirability of uninterrupted continuous operation of the District and avoidance of disputes which might threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which interpretation of the Agreement between them may be settled by an impartial third party, the parties have removed the basic cause for labor interruptions during its term. Accordingly, until termination of this Agreement as provided in the Termination and Modification Article, the Employer agrees that there shall be no lockouts and the Union, its officers, agents and members agree that they will not engage in, or sanction in anyway, any strike, sympathy strike, sit-down, slowdown, stoppage of work or refusal to perform the duties of employment by any bargaining unit employees, picketing of any kind or form, however peaceable, or any acts of any similar nature, whether primary or secondary, that would interfere in any way with the operations of the District, and no bargaining unit employees shall cause or participate in any such activities.

Section 2 Bargaining unit employees will not engage in union activity on the Employer's time, or engage other persons in union activity while such bargaining unit or other persons

are on the Employer's time, unless prior written approval has been obtained from the Employer by the Association.

Section 3 In the event of any action in violation of this Article the Union will advise any and all bargaining unit members involved of the violation of this Agreement. The Union will take any and all other action reasonably within its power to bring the activity to an end.

Section 4 The Employer has the right to discipline, including discharge, any bargaining unit member or other person for taking part in any violation of this Article, but no bargaining unit member will be ordered to cross a picket line if their personal safety cannot be reasonably protected when crossing such line.

Section 5 The Employer and the Union agree that they will not during the period of this Agreement engage in Unfair Labor Practices as defined by the Public Employment Relations Act.

#### ARTICLE V - AGENCY SHOP

Section 1 In accordance with the terms of this Article, each bargaining unit member shall, by the end of their probationary period, as a condition of employment, join the Association or pay a Service Fee to the Association.

Section 2 Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

Section 3 Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in the MEA policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

Section 4 Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Association, upon written notification by the Association the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Section 5 Should the bargaining unit member be legally obligated to pay such Service Fee, but such involuntary payroll deduction be legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

Section 6 Deductions under all properly executed authorizations, or pursuant to Section 4 above, shall become effective at the time the application is signed by the bargaining unit member, or upon receipt of such written notification by the Association. Deductions shall normally be made monthly from the second pay period in each month for the 10 month period commencing with the second pay period in September; provided, however, that if such authorization is delivered to the District during such 10 month period, such deductions shall be made from the second pay period of the month following receipt of the written authorization by the District and from the second pay period each month thereafter for the remainder of the above defined 10 month period. No deductions shall be made for any pay period in which the bargaining unit member does not have sufficient earnings from the District to allow such deductions.

Section 7 The Association shall indemnify the District, the Board, and each individual school board member and hold them harmless against any and all suits, claims, demands, and liabilities, including actual reasonable attorney fees, that shall arise out of or by reason of any action that shall be taken by the District for the purposes of complying with the foregoing provisions of this Article or in reliance on any list, notice, authorization or assignment which shall have been furnished to the District under any of such provisions, provided such damages have not resulted from the sole negligence, misfeasance or malfeasance of the District or its agents. The Association shall have the right to choose legal counsel to defend any such suit or action for which it assumes full legal liability, and shall have the right, after consultation with the District, to decide whether to defend any such action, whether to compromise or settle any such action, and whether to appeal a decision of any court or other tribunal regarding such suit or action.

Section 8 With respect to all such sums deducted by the District pursuant to authorization (or notification as provided in Section 4 above), whether for Association dues or

Association Service Fees, the District agrees to disburse said sums to the Treasurer of the Association within 10 days of their deduction.

## ARTICLE VI - ASSOCIATION ACTIVITIES

Section 1 Special conferences for important matters will be arranged between the Association president and the designated representative of the Employer upon request of either party. Such meetings will normally be between at least two (2) representatives of each of the parties, and will be held at mutually agreeable times and places, normally outside of participants scheduled working hours. Should the Employer require such meetings to be during participating bargaining unit members' normal scheduled hours, such members will be released for the purpose of attending such conferences without loss of pay.

Section 2 Appropriate bulletin board space will be provided for Association use. The Association may post notices of union meetings, union recreation and social affairs and union elections and appointments on such bulletin boards without prior approval by the District, but no other notices shall be posted thereon without the prior approval of the administration. The Association shall also have the right to make reasonable use of the school in-district mails to distribute Association material to bargaining unit members, provided the Administration does not object.

Section 3 The Association will be permitted reasonable use of typing, duplicating and audio visual equipment which is not otherwise in use, provided the Association shall pay for the cost of all materials and supplies incidental to such use, shall be responsible for proper operation and care of all such equipment and shall immediately reimburse the District for reasonable costs for any damage to such equipment attributable to such use.

Section 4 Any complaints to the administration by any parent, student or other person directed against a bargaining unit member shall be promptly called to that member's attention. Any such complaint not called to the attention of the bargaining unit member may not be used as the basis for disciplinary action against such member and shall not be placed in the member's personnel file.

Section 5 Upon reasonable request by the Association, the District will either provide copies, or provide reasonable facilities for inspection and copying, of information concerning the District and the bargaining unit, including Form B, the budget, the auditor's report, the bargaining unit salaries and all financial and scheduling data relevant to bargaining.

## ARTICLE VII - GRIEVANCE PROCEDURE

Section 1 A claim by a bargaining unit member, or by the Union, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

Section 2 Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the grievant as is reasonably possible without interruption of work but in any event the grievance, in order to become the basis for a claim, must be presented in writing within ten (10) work days after the grievant knew or should have known if they exercised reasonable diligence and attention of the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be more than sixty (60) work days from the date of the most recent occurrence or non-occurrence. The term "occurrence or non-occurrence" shall be deemed to include the time at which such action is effectively recommended or adopted by the Board, so long as the employee is cognizant of such action, notwithstanding that actual implementation of such action may take place at some future date.

A. Informal Level. In the event that a bargaining unit member, or the Union on behalf of a named bargaining unit member, believes a grievable incident has occurred, the member or the Union shall request a meeting with the supervisor involved within five (5) work days of the grievant's knowledge of such incident. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such meeting within five (5) work days of the request, the claim or complaint may be formalized in writing as provided hereunder.

B. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member and their immediate supervisor the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within the time limits provided in Section 2 above. A copy of the grievance shall be delivered to the employee's immediate supervisor; a copy may also be provided

to the Union. The immediate supervisor shall, within five (5) work days of receipt of the grievance, render a written decision. A copy of the decision will be forwarded to the grievant and, if involved in processing of the grievance, to the Union.

C. Formal Level 2: If the grievant is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within five (5) work days of receipt of the grievance at Level 1, the grievance shall be transmitted, within five (5) work days thereafter, to the superintendent. The superintendent shall, within five (5) work days of receipt of the grievance, render a written decision. A copy of this decision will be forwarded to the grievant and, if participating, to the Union.

D. Formal Level 3. If the grievant is not satisfied with the disposition of the grievance at Level 2, or if no disposition has been made within five (5) work days of receipt of the grievance at Level 2, the grievance shall be transmitted, within five (5) work days thereafter, to the chairman of the Board Employee Relations Committee, or their designee, or to the superintendent with written notation that it is being submitted for presentation to the Employee Relations Committee. If requested, a meeting will be held within ten (10) work days following such presentation at Formal Level 3. The Employee Relations Committee, or designee, within five (5) work days after conclusion of the meeting or, if there is no meeting, within fifteen (15) work days after submission at Formal Level 2, shall render a written decision thereon with copies to the grievant and, if participating, to the Union.

E. Formal Level 4:

(a) If the Union is not satisfied with the disposition of the grievance at Level 3, or if no disposition has been made within the period above provided, the Union may, within twenty (20) work days thereafter, submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) work days following submission at Level 4, the Union may appeal the matter to the American Arbitration Association with a request for appointment of an arbitrator. Rules of the American Arbitration Association shall 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.

(b) The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but shall not have jurisdiction or authority to add to, to detract from or alter in any way the provisions of this Agreement. The arbitrator shall have no authority to consider or adjust any grievance not presented within the time limits above provided. Arbitrators shall have no authority to substitute their judgment for that of the Board as to the reasonableness of any practice, policy, rule, or other action taken by the Board, provided such practice, policy, rule or action is not contrary to the express terms of this Agreement. Bargaining unit members are required to follow this grievance/arbitration procedure as the sole remedy for alleged violation of this Agreement by the Employer and may not process such grievance, or litigate the issues underlying or relating to such grievance, through any administrative or judicial procedure. The arbitrator shall have no jurisdiction or authority concerning any claim or complaint filed pursuant to any administrative or judicial procedure until such action has been effectively withdrawn. The arbitrator shall have no authority whatsoever to consider or adjust any grievance concerning extension of a probationary employee's probationary period, or concerning layoff or dismissal of any probationary employee. Subject to the limitations herein specified, the decision of the arbitrator shall be final and binding.

(c) The fees and expenses for the arbitrator shall be shared equally between the District and the Association.

Section 3 Any grievance not answered by the District within the time limits provided above may be appealed to the next step of the Grievance Procedure. Time requirements may be waived or extended by agreement of the parties, confirmed in writing.

Section 4 Each grievance when reduced to writing shall contain a clear and concise statement of the subject matter of the grievance, the relief sought and the numbers of the Articles and Sections of this Agreement upon which the claimants believe themselves entitled to relief. No written grievance statement may contain more than one grievance, or more than one grievant, without the written consent of the Employer. Any grievance which does not comply with this paragraph may be returned by the District without action. Grievance meetings beyond the Informal Level shall be held at mutually agreeable times and places.

Section 5 In any particular grievance the parties may mutually agree, in writing, to waive any levels of the grievance procedure. Any such grievance presented at a level other than the Informal Level shall be presented in writing as otherwise required for presentation at Formal Level 1, and shall comply fully with the provisions of Section 4 hereinabove. Unless otherwise agreed in writing, the initial submission of such grievance to a level other than the Informal Level shall be within the time limits required for submission at the Informal Level and Formal Level 1, and processing of said grievance shall otherwise be in accordance with the time limits set forth in the respective steps through which the grievance is processed.

Section 6 Bargaining unit members who must be involved in the grievance procedure will be excused when necessary during the work day, with or without pay in the sole discretion of the Employer.

#### ARTICLE VIII - EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1 Any case of assault upon an employee that is job related shall be promptly reported to the Employer.

Section 2 Any alleged assault by an employee that is job related shall be promptly reported to the Employer. The Employer will provide reasonable legal assistance to the employee in protecting the interests of the District and the employee in any incident occurring when the employee is performing a work-related assignment so long as the employee exercised reasonable care in compliance with school board policies and regulations.

#### ARTICLE IX - WORKING CONDITIONS/HOURS/DUTIES

This Article is intended to provide a basis for calculating overtime and to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or per week.

##### Section 1 - Definitions

(a) The Standard Work Year will be twelve (12) consecutive calendar months, July 1 through June 30.

(b) The Standard Workweek will be seven (7) consecutive days commencing at 12:01 a.m. Monday.

(c) The Standard Workday will be a period of twenty-four (24) consecutive hours commencing at 12:01 a.m.

## Section 2 - Relief Periods

(a) Regular full-time employees actually working eight (8) hours or more in one Standard Workday will be entitled to two (2) fifteen (15) minute relief periods. Regular full-time employees actually working at least four (4) hours in one Standard Workday, but less than eight (8) hours, may take one (1) fifteen (15) minute relief period.

(b) Employees actually working at least twelve (12) hours in one Standard Workday will be entitled to an additional fifteen (15) minute relief period for each four (4) hour block actually worked beyond eight (8) hours.

(c) Employees will remain on site during relief periods.

## Section 3 - General Working Conditions

(a) Bargaining unit members shall have access to adequate rest areas and rest rooms.

(b) The Employer will support bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members assigned work area.

(c) In taking disciplinary measures, bargaining unit members shall exercise reasonable care with respect to the safety of students and property, but they shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property thereby caused, so long as they act in accordance with the District's established disciplinary rules and procedures. The District will provide legal counsel, if required, for the defense of any bargaining unit member in any proceeding which arises out of any reasonable disciplinary action taken by them against a student. The administration shall be provided with a written account of any extreme disciplinary action within one (1) day of the incident, or as soon after any disciplinary action as it becomes apparent to the bargaining unit member or the administration that there may be further action involving such incident.

Section 4 The Employer will reimburse the bargaining unit member for the cost of their bus driver license, including renewal, where the license is required for them to perform their assigned duties.

Section 5 Bargaining unit members required in the course of their work to drive their own personal automobiles, including from one building to another, shall receive a mileage allowance, in accordance with Board policy, for all authorized miles driven by them. Requests for payment shall be filed monthly. In no event will any such automobile allowance be paid for travel to or from an employee's place of residence.

Section 6 Bargaining unit members required by the Employer to attend in-service meetings shall be compensated at their regular hourly rate for all hours actually spent in such meetings.

Section 7 Bargaining unit members other than regular full-year employees who wish to be considered for summer work assignments must apply in writing to the Superintendent before May 15 of each year. When such work will be performed by district employees, the Employer will offer such assignment to the most senior qualified employee in the classification who is available (accessible by phone, mail, personal contact or bulletin board notice and willing to accept the assignment). During such summer work assignments the bargaining unit member will be considered a "temporary" employee and will be paid at the rate other temporary employees would be paid for such work. It is specifically agreed such work is not considered bargaining unit work and, except for this subsection, is not covered by the provisions of this Agreement.

Section 8 Without restricting the Employer's right to use substitute or temporary employees, if the Employer assigns, or permits, a bargaining unit member to perform work during the school year (from the date Classes Begin through the Final Student Day), the bargaining unit member will be paid for such work at the classification rate for such work (Appendix B).

Section 9 The Employer will provide job descriptions for each bargaining unit classification. At a minimum, the job description will contain a general description of duties and responsibilities for the position and the normal site at which such work will be performed. The employee's job description will be reviewed with them, and with the Union upon request, and will be given to each bargaining unit member prior to evaluation of their job performance. (For any negative evaluations related to job descriptions, 1997-98 shall serve as a grace period for the Employer to develop and adopt job descriptions and for

employees to correct any past inadequacies found in personnel files. A corrected performance evaluation will then be substituted for an adverse evaluation.)

Section 10 The Board has the right to establish new bargaining unit positions, and to modify existing positions, and may assign the duties and rates of pay for such classifications. Upon request the Board agrees to discuss such classifications and rates with the Union. Should the Union disagree with the Board's position, the Board may implement such classifications and rates but the Union may grieve reasonableness of such rates through the Grievance Procedure. Any such grievances shall be submitted directly to Step 2.

Section 11 The Employer will attempt to distribute overtime as equally as reasonably possible among qualified bargaining unit members in the same classification, working at the same location, in the following manner:

(a) Lists will be maintained for each classification at each building. Annually, at the end of the fiscal year (June 30), the overtime list will be revised to start all employees again at "0" overtime.

(b) The person with the least number of overtime hours on the list will be called first and so on down the list to attempt to equalize the overtime hours.

(c) If overtime is a continuation of a specific task being performed where a change of employees would affect efficiency, the employee on the job would be asked (or required) to work overtime first.

(d) If an employee is unavailable or chooses not to work, the employee shall be charged for the hours not worked.

(e) Notice of overtime availability shall be given as far in advance as reasonably possible.

(f) For custodial work equalization will treat custodians, custodian/bus drivers and assistant maintenance worker/custodians as if they were in the same classification, and equalization will be by location or building complex.

(g) Extra trips for bus drivers, whether during the school day or after the school day, will similarly be rotated among those bargaining unit bus drivers who have regularly assigned runs so long as such extra trips do not interfere with the employee's other assignments. Such extra trips will be deemed overtime hours for purposes of overtime

equalization as above provided. Whenever reasonably possible, extra trips will be assigned a minimum of twelve (12) hours in advance of a scheduled trip.

(h) It is recognized overtime will not be equal among employees at any given moment, but substantial effort (such as but not limited to, phone or personal contact, mail or bulletin board notice, and accurate monthly overtime records) will be made to reasonably equalize overtime, as above provided, over a period of time. As a policy, the Employer will not require employees to work overtime if there are other qualified employees in the job classification willing and qualified to perform the overtime work, but the Employer retains the right to require employees to work overtime. Nothing in this Section shall be construed as requiring the Employer to assign overtime to an employee who would be entitled to an overtime or premium rate of pay (including call-out) if there is another individual available to perform such work without payment of such overtime or premium rate.

(i) If an employee believes the Employer is not making reasonable efforts to distribute overtime equally, in accordance with this Section, a grievance may be filed. In such case an arbitrator shall have authority only to require that employees be given the opportunity to work such overtime as may be necessary to accomplish the equalization determined by the arbitrator.

(j) Other than for preparation of the overtime list, this Section does not apply to overtime due to emergencies.

Section 12 When a vacancy requiring filling occurs in the main cafeteria of the Phelps School, with at least 24 hours advance notice to the Phelps principal or food service director, the most senior qualified kitchen employee from any school will be permitted to fill such vacancy.

Section 13 (a) Employees provided uniforms by the Employer shall be required to maintain such uniforms in a cleaned/pressed manner, and shall wear such uniforms when on duty.

(b) Full-time custodial and maintenance employees will be provided with two (2) pairs of trousers, two (2) shirts and two (2) pairs of gloves each year. Full-time maintenance employees will also be provided with one (1) pair of coveralls each year; full-time custodial employees will also be provided with one (1) pair of coveralls every two years. Full-time cooks will be provided with two (2) uniforms each year.

(c) The following will be made available by the District, for use by employees, but will remain the property of the District and may be used while performing work for the District only:

- (1) Insulated coveralls for use by Custodians (one set for each Custodian and for each Custodian/Bus Driver);
- (2) Aprons for Food Service Helpers;
- (3) Coveralls for Bus Drivers (one set for each Bus Driver, excluding the Custodian/Bus Driver).

#### ARTICLE X - OVERTIME PAYMENTS

Section 1 Bargaining unit members may be expected to remain on duty as long as deemed necessary by their Principal or supervisor, or the Superintendent.

Section 2 Time and one-half will be paid to bargaining unit members as follows:

(a) For hours actually worked over eight (8) hours in one Standard Workday (excluding bus drivers).

(b) For hours actually worked over forty (40) hours in one Standard Workweek (including bus drivers and all work on Sunday).

(c) For employees eligible for holiday pay, for hours actually worked on the designated holidays, in addition to such holiday pay.

(d) Hours/days accredited to sick leave, personal leave, and vacation will not be used for the calculation of overtime.

Section 3 The Employer will allow up to thirty-two (32) hours of compensatory time off (in accordance with Section 2 above) in lieu of overtime compensation, such time off to be taken at a time acceptable to the Principal or supervisor. Compensatory time off must be taken within one (1) calendar year of the date earned; if not taken within such year, the employee will receive pay for such time in lieu of such compensatory time off.

Section 4 Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

#### ARTICLE XI - TIME SCHEDULES BY CLASSIFICATION

Section 1 (a) While it is understood the Employer retains the right to modify schedules as it deems necessary for efficient functioning of the District, regular scheduled hours of individual employees will not normally be modified without agreement between the employee and their immediate supervisor.

(b) Flexible work scheduling is permissible when building functions would not be adversely affected and the supervisor and employee mutually agree. Such flexibility in scheduling shall not be used to promote overtime.

#### Section 2 Afternoon Shift.

(a) Afternoon Shifts are shifts regularly scheduled to commence at 2:45 p.m. or later.

(b) Regular full-time full-year employees scheduled to work on Afternoon Shifts will receive a shift premium of \$.15 per hour for all hours actually worked on their Afternoon Shift.

(c) Eligible employees scheduled for the Afternoon Shift, but reporting prior to their shift, will receive the shift premium for all hours actually worked after 2:45 p.m. Day Shift employees working after 2:45 p.m. will not receive any shift differential for hours worked after 2:45 p.m.

Section 3 Summer Hours. Summer Hours apply during the period following the end of the School Year and prior to commencement of the following School Year. Summer Hours will normally also be followed during winter and spring break periods, and may be followed (in the employee's discretion) on days with no students in attendance so long as no school activity is planned after 3:00 p.m. Upon request the building principal will advise the employee whether any school activity has been planned for such days after 3:00 p.m.

Section 4 Secretarial Classifications. Regular full-time employees in the Secretarial Classifications will normally be scheduled as follows:



Custodial Hours:

High School - Day Shift: 6:15 a.m. to 2:45 p.m.  
(1/2 hour unpaid lunch)

Afternoon Shift: 2:45 p.m. to 10:45 p.m.  
(20 minute paid lunch)

Summer Hours: 7:00 a.m. to 3:00 p.m. or  
8:00 a.m. to 4:00 p.m.  
(20 minute paid lunch)

C.L. Phelps - Day Shift: 6:15 a.m. to 2:45 p.m.  
(1/2 hour unpaid lunch)

Afternoon Shift: 2:45 p.m. to 10:45 p.m.  
(20 minute paid lunch)

Summer Hours: 7:00 a.m. to 3:00 p.m. or  
8:00 a.m. to 4:00 p.m.  
(20 minute paid lunch)

Central - Day Shift: 6:00 a.m. to 2:30 p.m.  
(1/2 hour unpaid lunch)

Summer Hours: 7:00 a.m. to 3:00 p.m. or  
8:00 a.m. to 4:00 p.m.  
(20 minute paid lunch)

Birchview - Day Shift: 7:00 a.m. to 4:00 p.m.  
(1 hour unpaid lunch)

Summer Hours: 7:00 a.m. to 3:00 p.m. or  
8:00 a.m. to 4:00 p.m.  
(20 minute paid lunch)

Maintenance Hours: Day Shift: 7:00 a.m. to 3:30 p.m.  
(1/2 hour unpaid lunch)

Summer Hours: 7:00 a.m. to 3:00 p.m.  
(20 minute paid lunch)

(b) Twenty (20) minute paid lunches are on site.

Section 7 Bus Driver Classification.

(a) During the school year hours for bus drivers will normally be scheduled, at varying times and for varying periods, between the hours of 6:30 a.m. and 4:30 p.m.

(b) During the period following the end of the school year and prior to commencement of the following school year bus drivers will normally be assigned on a rotation basis with an attempt being made to equalize such work to the extent reasonably possible.

(c) Where reasonable, and time permits, an attempt will be made to contact regular bus drivers and to assign them driving duties prior to use of substitutes.

(d) If the District requires bus drivers to perform out-of-town driving assignments, funds for reasonable lodging (including a private room at the option of the employee) and meals will be provided as necessary. The employee may elect flat fee reimbursements of: breakfast - \$2.00; lunch - \$3.00 and dinner - \$5.00, or may elect reimbursement, with an appropriate receipt, subject to the following maximums: Breakfast - \$5.00; lunch - \$7.00; dinner - \$10.00. Employees eligible for more than one (1) meal per day will be reimbursed up to a maximum of the combined meal rates for which they are eligible that day. To be eligible for meal reimbursement the bus driver must have been required to leave at least one (1) hour prior to, and return at least one (1) hour after, the following hours for the respective meals: Breakfast - 7:00 a.m.; lunch - 12:00 noon; dinner - 6:00 p.m.

(e) Hours actually worked (and paid) on extra trips will be counted for retirement purposes as therein provided.

Section 8            Food Service Department. The normal workday for food service employees will be scheduled by such employees' immediate supervisors. Employees in the Head Cook and Assistant Cook/Baker classifications who are regularly scheduled eight (8) hours per day will normally be scheduled between 6:00 a.m. and 2:00 p.m., with the two (2) paid Relief Periods otherwise provided but with no additional lunch break.

Section 9            Show-up Pay. A regular employee reporting for scheduled work prior to announcement of school closing (including radio, TV, etc.) or other attempted notification that they should not report for work, who performs any required work, will be paid at the regular straight time or overtime rate for all hours actually worked, and will be guaranteed a minimum of the lesser of pay for their normal scheduled hours or two (2) hours straight time pay at their normal base rate exclusive of shift or other premiums. At the Employer's discretion the employee may be assigned to other work than that for which reporting.

Section 10      Call-out Pay. A regular full-time employee reporting for unscheduled work on a call out basis, who performs the work required, will be paid at the regular straight time or overtime rate for all hours actually worked, and will be guaranteed a minimum of two (2) hours straight time pay at their normal base rate exclusive of shift or other premiums. At the Employer's discretion the employee may be assigned to other work than that for which called out. An employee called out within eight (8) hours of a previous call-out shall receive pay for only hours actually worked during such subsequent call-out, without payment of any additional guaranteed minimum. This Section does not apply to scheduled work such as but not limited to building checks, snowplowing, snow shoveling, etc.

#### ARTICLE XII - INCLEMENT CONDITIONS

Section 1      In case of inclement weather, the Superintendent, or designee, may close the Employer's operations, or portion thereof, for a period of hours or days. Bargaining unit members will be notified as appropriate (including announcements through local radio/tv stations as necessary).

Section 2      Bargaining unit members who are unable to work as scheduled because of such inclement weather may:

(a) Charge the equivalent of three (3) snow days per work year not cumulative. Employees may be required to work on snow days and may leave when their work is completed subject to approval of the immediate supervisor or Superintendent. Employees will receive compensation time for hours actually worked (not counted toward 32 hours in Article X, Section 3).

(b) Make up the hours missed provided: (1) it is mutually agreed upon by the bargaining unit member and their immediate supervisor, in writing, and (2) the time is made up during the same pay period or, so long as it can be made up during the following pay period without any legal obligation for overtime payment, during the following pay period. The Working Hours and Overtime Article notwithstanding, such make up hours will not in any case be treated as overtime hours.

(c) Charge such hours missed to accrued personal days or accrued vacation.

(d) Take unpaid leave.

Section 3 The Employer reserves the right to determine which bargaining unit members are needed at work, to advise bargaining unit members that they need not or should not report for work, and to require bargaining unit members to report for work as needed. Afternoon Shift employees working on days operations are closed will report for day shift work unless notified to the contrary by 9:00 a.m. Bargaining unit members will receive pay only for hours actually worked.

#### ARTICLE XIII - SENIORITY

Section 1 (a) As of July 1, 2000 after satisfactory completion of the probationary period seniority for employees in any classification shall be measured as the length of continuous employment in the District (from date of hire into a regular non-substitute position) adjusted as provided below. As of July 1, 2000 the date of hire for seniority purposes of employees who have been continuously working in the classification as a substitute employee immediately prior to their employment as a probationary regular full-time or regular part-time employee in the same classification will be their most recent date of hire as a regular non-substitute employee in such classification.

(b) (1) Bargaining unit members will accrue seniority in the classification in which currently assigned. If assigned to more than one classification, they will accrue seniority in the classification in which they are performing the most hours of work per week.

(2) Bargaining unit members temporarily assigned or temporarily transferring to another classification will continue to accrue seniority in their original classification.

(3) Bargaining unit members permanently assigned or transferred to another classification will be deemed to have seniority measured from their date of hire (adjusted as provided below) in the new classification upon commencing work in such new classification. They will also retain seniority in their former classification which was accrued prior to such permanent assignment or transfer. If the new classification is not a new position, but a reassessment or retitling of a prior position, all prior seniority will transfer with the employee.

Section 2 (a) Bargaining unit members hired into bargaining unit positions shall be considered as probationary employees until they have actually worked sixty (60) days in that classification. Such probationary period may be extended by mutual consent of the District and the Union. When

bargaining unit members finish their probationary period, they will be entered on the seniority list of this unit and shall rank for seniority from the first day of their employment as above provided. There shall be no seniority for probationary employees.

(b) If two or more bargaining unit members would otherwise have the same seniority, all individuals affected will participate in a drawing to determine their position on the seniority list.

Section 3 Employees will continue to accrue seniority during leaves of absence or lay off of less than sixty (60) calendar days but, for leaves or periods of lay off in excess of sixty (60) consecutive calendar days, will have their seniority frozen during such absence, commencing at the end of the 60th calendar day, and will accrue no additional seniority during the remainder of such absence.

Section 4 If a bargaining unit member transfers to a position under the Employer not included in the bargaining unit, and thereafter transfers back to a position within the bargaining unit, they shall have accumulated seniority for the first thirty (30) calendar days worked in the position to which they transferred, but shall thereafter have their seniority as of that date frozen, and shall accrue no additional seniority during the duration of their work in the position outside of the bargaining unit.

Section 5 (a) The Employer shall prepare and maintain seniority lists which will show the bargaining unit member's name, date of hire, classification and seniority. Such lists will also show other classifications in which the employee holds seniority, and the amount of such seniority. Such lists shall be revised by October 31 of each year, with copies of such lists, and all revisions, being provided to the Association, and made available to bargaining unit members.

(b) Within 14 calendar days of making such list, or any revisions, available to the Association and bargaining unit members, each bargaining unit member shall either sign the seniority list next to their name, in the place provided, or shall file a written, signed objection to the revision with the Employer. The Association may also object to such revisions, in writing, within such 14 calendar day period. If no written objections have been made within such period or, if written objection has been made, upon final resolution of the validity of such list, the Employer may conclusively rely upon the accuracy of such list for all purposes of this Agreement and for purposes of future revisions of such list. Written objections

to revisions of such list, as above provided, shall be submitted directly to Step 2 of the grievance procedure. (This Section in its entirety will accompany all seniority lists.)

Section 6 Bargaining unit members shall lose their seniority and their employment may be terminated in any of the following events:

(a) If they retire.

(b) If they quit.

(c) If they are discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(d) If they are absent for three (3) consecutive workdays without notifying the Employer, provided nothing herein shall be construed as prohibiting the Employer from appropriately disciplining individuals for unexcused absence or for absence without proper notification.

(e) If they are laid off for more than twenty-four (24) consecutive months.

(f) If they fail to indicate their desire to be continued on the records of the Employer as available for recall as provided in the Layoff/Recall Article.

(g) If they do not return to work as set forth in the recall procedure.

(h) If they do not return as scheduled from vacation, sick leave or other leave of absence, or at the end of any period for which workers' wage compensation is payable, or after they have been medically certified as qualified to return to work.

(i) If they are off for more than twenty-four (24) consecutive months due to illness, injury or disability (paid or unpaid, and including workers' compensation).

(j) If they willfully make a false statement which is material on their application for employment or on their application for leave of absence.

(k) Exceptions may be made in appropriate circumstances by the Employer.

Section 7 The seniority rules set forth in this Agreement, and all related provisions, shall be deemed waived as necessary to permit the Employer to provide suitable employment for bargaining unit members who have been partially disabled in the service of the Employer.

#### ARTICLE XIV - VACANCIES, TRANSFERS AND PROMOTIONS

Section 1 A permanent vacancy shall be defined for purposes of this Agreement as a position, which the Employer determines requires filling, in any job classification within the bargaining unit previously held by a bargaining unit member or a newly created position, or additional position opening, within the bargaining unit. Notice of permanent vacancies will be posted for at least ten (10) calendar days. Copies of such postings will be provided to the Union for posting in each building. It is the joint responsibility of both parties to notify laid off bargaining unit members of vacancies.

Section 2 The posted notice shall set forth the requirements for the position. Interested individuals may apply in writing within the ten (10) calendar day posting period.

Section 3 (a) The Employer will fill a permanent vacancy (as determined by the Employer) within ninety (90) school days from the closing date of the posting, from internal and external applicants based upon qualifications as outlined in the posting, skill, ability, work history and seniority. If two or more qualified individuals have relatively equal skill, ability and experience for the position the bargaining unit member with the most seniority in the same classification or, if none, the same seniority grouping, will be given priority.

(b) The Employer will notify the Union, and all bargaining unit members posting for the vacancy, of award of the position. The Union will further be advised of the names of all bargaining unit members posting for the vacancy and, if the most senior applicant is not awarded the position, of the reasons for awarding the position to another individual.

Section 4 Bargaining unit members may at any time apply for classifications with higher pay grades. Bargaining unit members may also bid on posted permanent vacancies in pay grades equal to or lower than their current pay grade provided they have worked at least twelve (12) calendar months following award to them of any prior posting; bargaining unit members may post within such twelve (12) months only with the consent of the Employer.

Section 5 The Employer will consider employees' requests concerning shift preference when a shift vacancy occurs. If the most senior qualified employee in the classification is not assigned to the requested shift the Employer will, upon request, provide the Union with the reasons for such shift assignment.

Section 6 (a) Bargaining unit members assigned during their normal scheduled hours to a classification having a lower rate of pay will be paid for all hours actually worked during such normal scheduled hours at their normal classification rate; those assigned during their normal scheduled hours to a classification having a higher rate of pay will receive such rate of pay for all hours actually worked in such classification so long as they have worked at least one (1) continuous hour in such higher classification. Employees assigned work during the school year outside of their normal scheduled hours will be paid at the normal classification rate for such work. If, however, the employee advises the Employer they prefer not to perform the additional work, and receives written direction from the Employer that they are required to perform the work, they will be paid at the higher of their normal classification rate or the normal classification rate for the work they are required to perform. Employees permitted to perform substitute or temporary work during the summer (outside the normal school year) will be paid at the applicable substitute or temporary rate, such work not being covered by this Agreement.

(b) Bargaining unit members temporarily transferred involuntarily for more than one (1) shift will be paid for all hours actually worked either at their normal classification rate or the classification rate of pay for the classification to which they are assigned, whichever is greater. (Employees will not be considered to have been transferred involuntarily without written confirmation from their supervisor.) Those temporarily transferred voluntarily during the school year for more than one (1) shift shall receive the rate of pay for the classification in which they are working. Employees permanently transferred shall receive the rate of pay for the classification to which they have been assigned. Bargaining unit members will normally be permanently transferred involuntarily only for reasonable cause.

Section 7 Following award of the position the employee and their supervisor will have discussions concerning the employee's performance. If, at any time during the first twenty (20) days actually worked on the new job, the employee notifies the Employer that they are unable to perform the work, and the reasons therefor, or the Employer notifies the employee that it does not feel the employee is satisfactory in the new position,

and the reasons therefor, the employee will be returned to their former classification, or to a position to which their qualifications and seniority entitle them. Such twenty (20) day period may be extended by mutual agreement of the Employer and the Union. If the employee returns (or is returned) to their former classification, the Employer may fill the vacancy as provided above, without reposting the opening, from the applicants for the original posting. Any permanent vacancy created in the employee's former classification may be filled by posting, or may be filled for the duration of such twenty (20) day (or extended) period by temporary assignment of another employee without posting, or by hiring of a temporary employee. Absent mutual consent, such temporary assignment may not exceed thirty (30) working days.

Section 8 (a) If the Union disagrees with the Employer's intended position award, it shall so notify the Employer, and the Employer and the Union agree to meet to discuss the matter. Grievances concerning vacancies, postings, promotions, and transfer are not permitted.

(b) Grievances regarding vacancies, posting, promotions, and transfer are not permitted.

#### ARTICLE XV - LAYOFF/RECALL

Section 1 - Layoff When a reduction in the bargaining unit working force is necessary, bargaining unit members shall be laid off as follows so long as those remaining have sufficient qualifications to efficiently perform all work required:

(a) Probationary bargaining unit members in the classification of the layoff will be laid off first.

(b) When additional layoffs in the classification are necessary the bargaining unit member with the least seniority in such classification will be the first laid off.

(c) Bargaining unit members who would otherwise be laid off pursuant to paragraph (b) above may request that they be retained in another classification as follows: Should such bargaining unit member have greater seniority than another employee in an equal or lower paid classification within the same seniority grouping, they may elect to bump the least senior employee in such seniority grouping who is in one of such equal or lower paid classifications. For example, if the least senior aide in the Instructional Aide Seniority Grouping is in the Classroom Aide classification, a more senior aide in the Chapter

I Aide classification who would otherwise be laid off may elect to bump such least senior Chapter I Aide. If the employee cannot bump the least senior employee within the same seniority grouping, but has sufficient seniority in another classification (within or outside of their seniority grouping), they may elect to bump the least senior employee in such other classification in which they hold greater seniority. For example, an aide in the Instructional Aide Seniority Grouping who had previously acquired seniority in the Playground/Lunchroom Aide classification could, if they were more senior, elect to bump the least senior Playground/Lunchroom Aide. Bargaining unit members making such request must do so, in writing, within three (3) calendar days following receipt of notification of layoff. Employees accordingly to be laid off due to such process will be given as much notice of layoff as reasonably possible, but not to delay the layoff, any other provisions concerning advance notice of layoff notwithstanding.

(d) The Employer will normally provide the Union with a list of the bargaining unit members intended to be laid off at least seven (7) calendar days prior to the date of layoff. If any bargaining unit members request transfer to another classification to avoid layoff, as above provided, the parties agree to meet in special conference to discuss the layoff and to minimize the disruption caused by any such cross-classification transfers. Failure to provide the seven (7) days notice above will result in an automatic extension of the grievance process by the same amount of time as the delayed notice.

Section 2 - Recall After layoff bargaining unit members shall be recalled as follows so long as those working have sufficient qualifications to efficiently perform all work required:

(a) The most senior bargaining unit member in the classification will be recalled first.

(b) The Employer will normally provide the Union with a list of the bargaining unit members intended to be recalled at least seven (7) calendar days prior to the date of recall. Should a bargaining unit member who is not to be recalled, since they did not hold such classification at the time of layoff, have sufficient seniority to permit bumping as provided in the layoff provisions, they may request recall into such classification in the same manner as permitted for bumping on layoff. (Lowest seniority individual in an equal or lower paid classification in the same seniority grouping or lowest seniority individual in another classification in which they hold seniority.) Bargaining unit members making such request

must do so, in writing, within three (3) calendar days following receipt of notification of recall (or within ten (10) calendar days from the mailing date of such notice sent to the bargaining unit member by certified mail, return receipt requested, addressed to their last address on record with the Employer, with a copy to the Union). Failure to meet the seven (7) day notification above will add the same amount of time to the three (3) days at the end of this Subsection as the delay of notice itself.

(c) Notice of recall shall be sent to the bargaining unit member by certified mail, return receipt requested, addressed to their last address on record with the Employer, with a copy to the Union. If such bargaining unit member does not properly notify the Employer within ten (10) calendar days from the mailing date of such notice that they will report for work on the date specified, or give reasons acceptable to the Employer for delay beyond such time, they may be considered as having quit and all seniority may be terminated. Until the recalled bargaining unit member returns, the Employer may fill such vacancy, on a temporary basis, for up to thirty (30) working days.

Section 3 (a) The Union recognizes the right of the Employer to determine the necessity for layoff/recall, and the number of employees to be laid off/recalled. If the Union disagrees with the specific employees the Employer intends to layoff/recall, however, it shall so notify the Employer, and the Employer and the Union agree to meet to discuss the matter. Grievances concerning the Layoff or Recall sections must be submitted, in writing, directly to Step 2 of the grievance procedure within five (5) calendar days following notification receipt by the Union of the Employer's intention to take specific action, but such time limit may be extended if necessary by mutual written consent.

(b) If a grievance is filed by an employee claiming that they have been improperly laid off/recalled, and the Employer grants the grievance (resulting in layoff, or continued layoff, of a different employee) the Employer will not be liable for retroactive pay to the employee laid off, or continuing on layoff, as a result of resolution of the grievance; should, however, an arbitrator subsequently decide that the employee laid off, or continuing on layoff, should be returned to work, pay for such employee may, in the arbitrator's discretion, commence at the beginning of the workweek following receipt by the Employer of such a decision from the arbitrator. If the Employer elects to deny the grievance, and to layoff or continue on layoff an employee other than that which would

result from granting of the grievance, the arbitrator may award back pay as deemed appropriate.

Section 4 Should the work hours of any bargaining unit member be reduced, the reduction shall not take affect until written notice to the affected bargaining unit member is given by the Employer. Upon request of such bargaining unit member a special conference will be held to discuss the feasibility of maintaining such bargaining unit member's previous regular work hours by displacement of the least senior bargaining unit member in the same classification.

Section 5 The Employer may ask employees, in writing, whether they wish to continue to be considered as available for recall. Employees failing to indicate their desire to be continued on the records of the Employer as available for immediate recall, within seven (7) calendar days after receipt of written notice from the Employer (by certified mail), return receipt requested, addressed to their last address on record with the Employer, or upon return of such written notice by the Postal Service indicating such notice to have been refused by them, unclaimed, or undelivered for any other reason, may be deemed by the Employer to have terminated their employment. A copy of such notice from the Employer to the employee shall be sent to the Association. The bargaining unit member's response (or the response by the Association on their behalf) shall be by certified mail, return receipt requested, or by any other reasonable method with written confirmation from the Employer that such response on behalf of the bargaining unit member was received by the Employer within the required seven (7) days.

#### ARTICLE XVI - HOLIDAYS

Section 1 The holidays recognized by this Agreement for regular full-time full-year employees are as follows:

New Year's Day - January 1  
Good Friday (so long as school is not in session)  
Monday Following Easter (so long as school is not in session)  
Memorial Day - Last Monday in May  
Independence Day - July 4  
Friday before Labor Day (so long as school is not in session)  
Labor Day - First Monday in September  
Thanksgiving Day - Fourth Thursday in November  
The Day After Thanksgiving  
Christmas Eve - December 24  
Christmas Day - December 25  
New Year's Eve - December 31

Section 2 The holidays recognized by this Agreement for regular full-time school-year and regular part-time employees are as follows:

New Year's Day - January 1  
Good Friday (so long as school is not in session)  
Monday Following Easter (so long as school is not in session)  
Memorial Day - Last Monday in May  
Friday before Labor Day (so long as school is not in session)  
Thanksgiving Day - Fourth Thursday in November  
The Day After Thanksgiving  
Christmas Eve - December 24  
Christmas Day - December 25  
New Year's Eve - December 31

Section 3 Should a holiday fall on Saturday, Friday, but not Saturday, shall be considered as the holiday for pay purposes under this Article. Should a holiday fall on Sunday, Monday, but not Sunday, shall be considered as the holiday for purposes of pay under this Article. For two day holidays, such as Christmas Eve/Christmas Day and New Years Eve/New Years Day, observance will be mutually agreed upon prior to the start of the school year.

Section 4 Such regular employees are eligible for holiday pay provided they:

(a) have earnings during the pay period for hours actually worked (or are on paid leave or vacation),

(b) have actually worked their last scheduled shifts prior to and immediately following the holiday and

(c) have actually worked the holiday as scheduled, unless they have failed so to work their shifts before, after or on the holiday because of authorized vacation, paid leave or substantiated emergency. Substantiation may be required by the Employer.

Section 5 Holiday pay for eligible employees will be based upon their normal scheduled work day and their base rate of pay, excluding overtime or shift differential.

Section 6 Bargaining unit members eligible for holiday pay will be compensated for all hours actually worked on holidays as provided in the Overtime Section.

Section 7 Bargaining unit members who are regularly scheduled to work the afternoon shift may be permitted to adjust work hours on the eve of a holiday, so long as their work is adequately completed and they have obtained advance approval of their supervisor, confirmed in writing.

ARTICLE XVII - VACATIONS

Section 1 Regular full-time full-year bargaining unit members will earn credits toward vacation with pay in accordance with the schedule set forth below. The indicated number of hours of vacation (prorated as hereafter provided) will be deemed earned as of the end of the Contract Year (the twelve (12) month period ending June 30) in which the bargaining unit member has completed the indicated years of service.

<u>Number Of Completed Years Continuous Serv.</u>	<u>Maximum Number Of Hours Vacation To Which Entitled As Of End Of Contract Year</u>
One (1) year but less than five (5) years completed	Two (2) weeks vacation (Eighty (80) hours)
Five (5) years but less than ten (10) years completed	Three (3) weeks vacation (One hundred twenty (120) hours)
Ten (10) years or more completed	Four (4) weeks vacation (One hundred sixty (160) hours)
Sixteen (16) years completed	Four (4) weeks plus one day vacation (One hundred sixty- eight (168) hours)
Seventeen (17) years completed	Four (4) weeks plus two days vacation (One hundred seventy-six (176) hours)
Eighteen (18) years completed	Four (4) weeks plus three days vacation (One hundred eighty-four (184) hours)
Nineteen (19) years completed	Four (4) weeks plus four days vacation (One hundred ninety- two (192) hours)
Twenty (20) years or more completed	Five (5) weeks vacation (Two hundred (200) hours)

Section 2 An employee hired after the start of the Contract Year will receive prorated paid vacation the following Contract Year. Such proration will be available after they have completed one full year as a regular full-time full-year bargaining unit member and will be determined by dividing the number of hours actually worked by them as a regular full-time bargaining unit member during the Contract Year, plus paid sick leave and holidays, by 2,080 hours.

Section 3 An eligible employee actually working, or on paid sick leave, vacation and holiday, for at least 2,080 hours during the Contract Year preceding the year in which the vacation is taken will receive the maximum number of hours vacation. An eligible employee who continued as a regular full-time bargaining unit member throughout the Contract Year preceding the year in which the vacation is taken but who actually worked, or was on paid sick leave, vacation, holiday or Association Days, for less than 2,080 hours will have their hours of vacation prorated, such proration being determined by dividing the number of hours actually worked, or for which they received paid sick leave, vacations, holidays or Association Days, during the Contract Year by 2,080 and multiplying by the maximum number of hours vacation to which they would be entitled based upon their number of completed years continuous service as a regular full-time full-year bargaining unit member.

Section 4 To the extent reasonably possible vacations will be granted at times most desired by bargaining unit members, but scheduling is subject to work schedule and personnel requirements. Vacations must normally be taken in a period of consecutive days. With the written consent of the bargaining unit member's immediate supervisor, however, vacations may be split into one or more days, provided such scheduling does not interfere with the operations of the District.

Section 5 (a) Bargaining unit members shall be permitted to carry over a maximum of five (5) vacation days per year, not cumulative. Unless a bargaining unit member has failed to take vacation within the vacation year at the direction of the Employer [in which event they shall mutually agree upon the period during which such carry over vacation in excess of five (5) days may be taken], bargaining unit members who fail to take their vacation within the vacation year in which they are entitled to it (the Contract Year following the Contract Year of accrual) shall forfeit such vacation time off and the vacation pay.

(b) Bargaining unit members must normally take vacation time off in order to receive vacation pay. They may however, upon mutual written agreement with their immediate supervisor, receive an additional pay allowance in lieu of time off.

Section 6 Vacation pay shall be based upon the regular full-time full-year bargaining unit member's normal base rate at the time of their vacation, exclusive of overtime or other premiums, and their normal scheduled hours during such vacation period.

Section 7 When a holiday for which the bargaining unit member is eligible for holiday pay pursuant to the Holiday Article is observed by the Employer during their scheduled vacation, and the bargaining unit member would otherwise be scheduled to work the holiday, they will receive holiday pay for such holiday but they will not be deemed to be on vacation on such holiday. In such event, unless otherwise mutually agreed by the bargaining unit member and their immediate supervisor, in writing, their vacation will be extended one day continuous with such vacation.

Section 8 If an employee is hospitalized during their scheduled vacation, and would otherwise be eligible for paid sick leave during such hospitalization, they may make written request for paid sick leave during such hospitalization period with such portion of their vacation period being rescheduled accordingly.

Section 9 Bargaining unit members who are laid off, retire, or otherwise sever their employment (other than discharge for cause, or voluntary termination without at least 14 calendar days advance notice to the Employer), will be paid for any accrued but unused vacation. Such accrual is based upon the bargaining unit member's vacation earned during the Contract Year prior to the year of their termination, which has not been used by them during the Contract Year in which their employment is terminated, and their normal base rate of pay, including longevity, at the time of such severance of employment (exclusive of overtime or other premiums).

Section 10 If a regular pay day falls during an employee's vacation they will, so long as written request is made at least two weeks prior to the start of their vacation, receive that check prior to leaving for vacation, provided such check will include pay only for hours to which they are entitled as of commencement of such vacation, plus any paid vacation to which they are entitled in such check.

ARTICLE XVIII - LEAVES OF ABSENCE

Section 1 (a) Regular full-time full-year employees will accumulate one (1) day (8 hours) of sick leave for each full calendar month actually worked. Effective July 1, 2008, part-time school year employees will receive one (1) sick day per year accumulative to a maximum of ten (10) days.

(b) Sick leave may be used in the event of personal illness reasonably requiring the employee's absence, or in the event of the serious illness of the bargaining unit member's spouse, children, parents or member of the bargaining unit member's immediate household necessitating the bargaining unit member's immediate presence. Sick leave, for the purpose of being treated professionally by a physician, dentist or oculist in their office, will be granted only in the event that the appointment cannot be scheduled during off duty hours or if illness prevention or treatment requires immediate attention.

(c) Paid sick leave will continue to accrue during paid vacations and holidays for regular full-time full-year employees. Such employees not actually working, or on paid vacation or holiday, for at least 2,080 hours per work year, will receive pro rated paid sick leave, such proration being determined by dividing the number of hours actually worked by them during the work year, plus paid vacations and holidays, by 2,080 hours.

(d) Any bargaining unit member absent because of personal illness, injury, or on orders of a physician to remain absent from duty due to exposure to disease, may be required by the Superintendent of Schools to provide a medical statement by a physician certifying that they were unable to be on duty during such absence. If abuse of the sick leave benefit is suspected, the Superintendent may so notify the bargaining unit member involved and the Association and may thereafter require such bargaining unit member to provide medical statements by physicians certifying that they are unable to be on duty for all future absences.

(e) Illness as used in this section shall include accidental injury or illness.

(f) Sick leave pay is based on the employee's normal base rate at the time of illness, exclusive of overtime or shift differential. A bargaining unit member receiving holiday pay or otherwise either receiving pay for such day for any other purpose or not regularly scheduled to work such day shall not be entitled to sick leave pay for such day.

(g) Upon retirement (qualifying the employee for immediate payment of benefits pursuant to the School Employees Retirement Plan) while an active employee of the District, the employee will be paid a sum equal to their accumulated sick leave days times \$25.00 per day, not to exceed a maximum of \$4,000.00.

(h) (1) Absence due to on-the-job injury should be reported, on the appropriate form, to the employee's supervisor or designee within twenty-four (24) hours of the accident (absent extenuating circumstances).

(2) Absence due to injury for which the employee is receiving workers wage compensation shall not be charged against the member's sick leave days. The employee may, however, upon written request, receive sick leave pay from their accrued sick leave sufficient to make up the difference between the pay they would receive as paid sick leave and the pay they actually receive from workers' wage compensation, such sick leave pay to be charged against their accumulated sick leave days.

Section 2 (a) All bargaining unit employees will be granted leave of up to five (5) consecutive days, not to be deducted from sick leave, in the event of death in the immediate family, with the provision that the time is used at the time of death or burial of the deceased. Immediate family is deemed to include spouse, children, parents and parents of spouse.

(b) All bargaining unit employees will be granted leave of up to three (3) consecutive days, not to be deducted from sick leave, at the time of death or burial of grandparents, brothers, sisters, son-in-law, daughter-in-law, grandchildren, brother-in-law, sister-in-law and any person who has made residence and lived in a family relationship with the family within the prior three years.

(c) Upon application to their Principal or supervisor, employees may be granted up to one (1) day per work year, not to be deducted from sick leave, to attend the funeral of a close friend or member of a family with which they have had a close relationship.

(d) Employees may use personal day(s), upon written request, to attend the funeral of a person who played a significant role in their upbringing.

(e) Additional days may be granted, upon request, in the sole discretion of the Superintendent.

Section 3 Employees who continue to be scheduled and to actually work as regular full-time full-year employees will be allowed up to three (3) personal days per work year. All regular full-time school-year employees and regular part-time employees will be allowed their equivalent of two (2) personal days per work year. Pay for personal days will be based upon their normal scheduled work day and their base rate of pay, exclusive of overtime or other premiums. Use of personal days is subject to advance approval of the bargaining unit member's Principal or immediate supervisor. Advance approval may be waived by the District in emergency situations where such advance approval is not possible; in such case approval shall be obtained as soon as reasonably possible. Personal days cannot be taken during the first or last week of the school year except in cases of emergency as agreed upon in writing by the immediate supervisor. Unused days may be accumulated to a total of five (5). Unused personal business days in excess of five (5) will be added to accumulated sick leave days (for those employees who receive sick leave days).

Section 4 (a) Employees will be granted leave of absence required for the performance of jury duty.

(b) Employees who serve on jury duty will be paid the difference between the payment they received for such service and the pay they would otherwise have received from the Employer for regularly scheduled hours they would have worked had they not been performing such service, based upon their current base rate of pay exclusive of overtime or other premiums. Payment herein is conditioned upon prompt return to work following release for the remainder of their scheduled shift. They may be required to present proof that they did serve or report as jurors and the amount of pay received.

(c) Employees will be granted such time as may be required for their appearance in court on behalf of the District, or in an action by or against them requiring their presence, or when subpoenaed as a witness. Bargaining unit members who serve as witnesses on behalf of the District, or regular full-time full-year employees who are subpoenaed as witnesses in an action not involving either the District or the employee, will receive the pay they would otherwise have received from the Employer for regularly scheduled hours they would have worked had they not been performing such service, based upon their current base rate of pay, exclusive of overtime or other premiums. Payment herein is conditioned upon prompt return to work following release for the remainder of their scheduled shift. They may be required to present proof that they did appear as witnesses, in accordance with the subpoena, and the amount of pay received.

(d) Regular part-time employees subpoenaed to appear at legal proceedings in school related matters, will be paid at their regular hourly rates.

Section 5 The Employer agrees to comply with laws governing military service.

Section 6 (a) Pregnant employees will be granted necessary time off for childbirth and recovery based upon certification by physicians to the necessity for such leave, the date on which said leave should commence and the date on which she is expected to return to work. Upon receiving confirmation of pregnancy, the employee must obtain a report from her attending physician stating the length of time she may safely remain at work and stating if there are any restrictions on the type of work that she performs. The attending physician shall also state the approximate date of delivery. Maternity leave shall commence no later than the point at which the pregnancy interferes with her normal duties, and shall terminate no sooner than the employee can assume her normal duties. If requested by the Employer, she must furnish medical proof, acceptable to the Employer, of physical ability and fitness to return to work.

(b) Employees disabled due to pregnancy will be entitled to sick leave in the same amount, and in the same manner, as provided for other illnesses or periods of disability. Bargaining unit members not entitled to paid sick leave, or desiring additional time off beyond their period of disability, must request an unpaid leave in accordance with the general leave provisions of this Article.

Section 7 Leaves of absence for up to one (1) year will be granted to bargaining unit members to serve in public office or as an officer of MESPA/MEA/NEA for performance of official duties. The commencement and termination dates for such leave will be determined in advance by the Superintendent and the bargaining unit member, taking into account natural breaks in the school year calendar.

Section 8 The Association will be granted up to six (6) days of paid leave (referred to as Association Days) for use of designated bargaining unit members in attendance at Union functions. The Association will reimburse the District for one-half of the cost of any substitute employees paid to replace such individuals on leave.

Section 9 (a) Leaves of absence without pay or benefits may be granted by the Employer for up to twelve (12) consecutive calendar months.

(b) Requests for leave must be in writing and shall include the reason for the leave along with the requested beginning and ending dates for such leave. 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.

(c) Bargaining unit members shall continue to accrue seniority during approved leaves of absence of not more than 60 days. For leaves in excess of 60 days their seniority shall be frozen at the end of such 60 day period.

Section 10 Bargaining unit members must notify their supervisors of intended absence as soon as such need becomes apparent. Whenever possible such notification shall be no later than the end of their last shift before the requested absence and, at the very latest, one hour before they are again scheduled to work. Bargaining unit members shall also provide their supervisors with information about the expected length of their illness, or other cause for absence, and expected date of availability to return. They may be required to furnish a statement from a physician or physician's assistant as to the nature, and expected duration, of illness, or other confirmation acceptable to the Employer of necessity for absence from work. Bargaining unit members who fail to provide the information and advance notice as herein provided shall be subject to disciplinary action.

Section 11 Bargaining unit members on approved leave shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their qualifications and seniority would entitle them pursuant to the provisions of the Layoff and Recall Article. Bargaining unit members on leave of absence must normally notify the Employer at least fourteen (14) calendar days prior to expiration of their leave of their intent to return to work. Such bargaining unit members giving proper notice of intent to return will be returned to work, as above provided, at the end of their scheduled leave, or as otherwise scheduled by the Employer. Bargaining unit members may not normally return to work prior to the scheduled expiration date of their leave.

Section 12 The Board may adopt policies and procedures pursuant to the Family and Medical Leave Act of 1993 ("FMLA" or the "Act"), covering, for example, such matters as designation by the employee and/or the Employer of qualifying leave as FMLA leave, use of other leave or paid time off during FMLA leave, and medical certification for FMLA leave, as permitted by the Act. The parties agree that such policies and procedures shall not exceed the law.

## ARTICLE XIX - INSURANCE COVERAGE

Section 1 (a) For each regular full-time full-year employee the Employer agrees to pay the full normal premium to continue the current MESSA - PAK insurance coverage (including Plan A: Choices II (employee paid deductible), Delta Dental 100:80/80/80:\$1,300, Negotiated Life \$20,000 AD&D, vision VSP-3; \$5.00 prescription drug card. Plan B: Delta Dental 100:80/80/80: \$1,300, vision VSP-3, \$1,250 cash or annuity), Negotiated Life \$40,000 AD&D and Dependent Life \$2,000 spouse/\$2,000 child(ren)), the carrier to be the current carrier unless otherwise mutually agreed. As an option when available, regular full-time, full-year employees may select the Choices II insurance coverage available from the current carrier.

(b) Effective July 1, 2008, for each regular full-time full year employee making proper application the Employer agrees to pay the full normal premium for MESSA - PAK insurance coverage (including Plan A: Choices II (Employee paid deductible), Delta Dental 100:80/80/80: \$1,300, vision VSP-3, Negotiated Life \$20,000 AD&D; \$10.00/\$20.00 prescription card Plan B: Delta Dental 100:80/80/80: \$1,300, vision VSP-3, \$1250 cash (or annuity), Negotiated Life \$40,000 AD&D and Dependent Life \$2,000 spouse/\$2,000 child), the carrier to be the current carrier unless otherwise mutually agreed.

(c) For each regular full-time school year and each regular part-time employee, the Employer agrees to pay the full normal premium to provide \$10,000 face value term life insurance, the carrier to be determined by the District.

(d) For each six (6) hour per day [thirty (30) hour per week] school year employee with ten (10) years of seniority, the Employer agrees to pay the full normal premium for vision VSP-3.

Section 2 (a) The District will provide the above health insurance benefits up to a maximum monthly per eligible employee premium payment equal to: Plan A - \$1,316.33; Plan B -\$107.36; and VSP-3 - \$20.51.

(b) Effective July 1, 2007 such rates will be increased to reflect any increased premium for such MESSA-PAK insurance coverage commencing July 1, 2007.

Section 3 The District has adopted a qualified cafeteria plan, in compliance with Section 125 of the Internal Revenue Code, permitting an employee the option to waive health insurance benefits and receive a cash benefit in lieu of such insurance in the amount provided above. The employee may elect

to have such cash benefit paid to any Tax Sheltered Annuity currently acceptable to the District, or to such other Tax Sheltered Annuity which may be mutually acceptable to the District and the Association, to the extent permitted by law.

Section 4 If the Employer desires to change any of the above provided insurance coverage or carriers it will so notify the Union and request a special conference to explain the differences between the existing insurance program and the new program. The parties will attempt to reach agreement upon conversion to the new program but, if agreement is not reached, the current coverage and carrier will continue.

Section 5 Except as otherwise specifically provided, the Employer's obligation for payment of insurance premiums shall continue with respect to any bargaining unit member only while they are active full-time full-year employees or full-time school year employees [as determined by Section 1(c) above] with earnings from the Employer for hours actually worked; such obligation shall terminate when they retire, quit, are discharged, laid off, on unpaid leave or for any other reason terminate active employment with the Employer. The Employer will, however, continue to pay the premiums necessary for an eligible full-time full-year employee's full-time school year employee's [as determined by Section 1(c) above] insurance coverage during paid leaves, vacations and holidays.

Section 6 The Employer, by payment of the premiums for insurance coverage as herein specified, shall be relieved of any further obligation or liability with respect to such benefits or coverage. The sole obligation of the Employer hereunder shall be payment of the insurance premiums. If any dispute should arise concerning whether the Employer is obligated to pay premiums for any bargaining unit member, the bargaining unit member must arrange for continuance of insurance coverage, if they so desire, through the Employers group policy if available, the sole remedy against the Employer for failure to pay such premiums being reimbursement of said premiums to the appropriate party.

Section 7 Bargaining unit members, to be eligible for benefits, must make proper application with the Employer, and must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier following notification of such change by the Employer (or the bargaining unit member's eligibility date, if

later). Any bargaining unit member whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided.

Section 8 If bargaining unit members wish to continue coverage during periods when the Employer's obligation does not exist they shall have sole responsibility for making arrangements necessary for continuance of such coverage at their own expense. The Employer will notify insurance carriers of changes requested by bargaining unit members within a reasonable period following notice to the Employer. It is, however, the bargaining unit member's obligation to assure that proper and complete information has been provided and that they are receiving the desired insurance benefits. It is also the bargaining unit member's responsibility to make adequate provision for any required advance payment of premiums when such responsibility for premiums is that of the bargaining unit member. Accordingly, although the Employer will make reasonable efforts to notify bargaining unit members prior to termination of their benefits, where the obligation for payment of such premiums is that of the bargaining unit member the Employer may automatically terminate insurance benefits due to the bargaining unit member's non-payment of necessary premiums.

#### ARTICLE XX - PERSONNEL FILES/EVALUATION

Section 1 Bargaining unit members will be given a copy of written evaluations and written disciplinary actions which are entered into their personnel files. They shall have the right, upon reasonable request, to review the contents of their own personnel files. A representative of the Union may, at the bargaining unit member's request, accompany them in such review.

Section 2 Bargaining unit members may file responses to any material placed in their personnel files, such responses to become a part of their files. Material both parties agree to be in error shall be removed from the file. Should the Employer refuse to remove material from the personnel file that the bargaining unit member believes to be factually inaccurate, or in violation of the provisions of this Agreement, they may file a grievance as provided in the Grievance Procedure, with the arbitrator to determine an appropriate award as therein provided.

Section 3 The Employer will require the bargaining unit member's signature upon material to be placed in their personnel file to confirm receipt of such material by them. The Employer shall notify the bargaining unit member that if they

disagree with such material to be placed in their personnel file they may, at the time of such signature, specify in writing that their signature acknowledges only their awareness of the material, but does not acknowledge their agreement with the material's content.

Section 4 (a) All monitoring or observation of the work of each bargaining unit member shall be conducted openly. Bargaining unit members will be advised of the content and source of any information concerning their performance which has been gained through means other than monitoring and observation as herein provided.

(b) Bargaining unit member evaluation will be based upon observation of their work and work product, by their immediate supervisor or other appropriate personnel, during an appropriate time period. The criteria shall be limited to performance of job duties and other matters related to their qualifications, ability and acceptability in their assigned position. It is expected formal evaluations will be performed at least annually and will be reduced to writing with a copy entered into the bargaining unit member's personnel file.

(c) Bargaining unit members shall be advised, in writing, of any specific areas in which the Employer believes their work to be unacceptable. Absent specific evidence to the contrary, failure to note continuing deficiencies in subsequent formal evaluations will be interpreted to mean that adequate improvement has taken place. The employee's immediate supervisor, or other appropriate personnel, will discuss with the bargaining unit member possible methods for improvement of their performance, including discussion of any assistance that may be available through the Employer.

#### ARTICLE XXI - DISCIPLINE

Section 1 Bargaining unit members who have completed their probationary period will be disciplined, including but not limited to suspension or discharge, only for just cause.

Section 2 If a bargaining unit member is required to meet with Employer representatives concerning unsatisfactory job performance or intended disciplinary action they shall be advised before the meeting that, upon request, they may have a Union representative present.

## ARTICLE XXII - MISCELLANEOUS

Section 1 It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all bargaining unit members without unlawful discrimination. Any provisions of this Agreement shall be deemed waived as necessary for compliance with state and federal rules, regulations and orders concerning discrimination, including, without limitation, settlements and consent judgments.

Section 2 Bargaining unit members will be given a pass granting them free admission to all school athletic events, provided such pass shall entitle them to admission only, but shall not entitle them to receive reserved seats or other priorities.

Section 3 All bargaining unit employees shall immediately notify the Employer, in writing, of their current name, address and telephone number, and of any changes therein, and also of any changes which would affect any of their rights or benefits under this Agreement. The Employer may rely upon the bargaining unit member's name, address, telephone number and other information shown on its records for all purposes involving their employment and this Agreement.

Section 4 Every bargaining unit member must and hereby agrees to have such Medical Examination(s), from a physician of the Employer's choice, as are reasonably required from time to time by the Employer, to establish or re-establish their fitness to perform their work. If the Employer requires the employee to attend such an examination at a time that the employee would otherwise be scheduled to work, the employee will be paid for such time lost. Medical Examination(s) as used in this agreement means physical and psychiatric/ psychological examinations to establish or re-establish the employees fitness or inability to perform their work. The Employer shall indicate in writing the reason(s) for requiring an examination, including the conduct of the employee that led the Employer to question whether or not the employee was physically and/or mentally able to perform his/her duties. If, as a result of this examination, the doctor states that the employee cannot return to work, the employee shall have the right to be examined by his/her own personal doctor, at the employee's expense. If there is conflict between the opinions of the two doctors, the employee shall have the right to a third opinion. The third doctor shall be selected and paid for by the Employer, and shall be from a different facility, corporation or practice than the first Employer-selected doctor.

Section 5 When an unresolved problem, excluding child abuse, occurs between a teacher and an aide on classroom techniques and procedures, the aide or teacher will contact the administration for an internal resolution to the problem according to District policy prior to seeking an external resolution, unless required by law. Such a request by an aide will not be incorporated into the employee's personnel file.

Section 6 (a) There shall be at least two signed copies of this Agreement, one to be retained by the Employer and one by the Association.

(b) Copies of this Agreement will be made available at the expense of the Board within 30 days following its final execution. A copy will be provided for each bargaining unit member, with five (5) additional copies to be provided to the Association.

Section 7 (a) The entire Agreement between the parties as set forth in this Agreement, which includes the appendices attached hereto, expresses all of the terms and conditions of employment which shall be applicable for bargaining unit employees during the term hereof.

(b) 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 all proper subjects of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term 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 not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

(c) This Agreement may, however, be modified at any time by written agreement of the Employer and the Union, such amendment, unless otherwise specified, to become a part of this Agreement without modifying or changing any of its other terms. Any agreement reached between the Employer and the Union is binding on all bargaining unit members affected and cannot be changed by any individual.

(d) (1) The District and the Association will establish an Employer/Employee Relations Council. The Council will meet at least once each semester to discuss mutual concerns, to prevent and/or resolve problems and to seek cooperative, efficient ways to maintain and improve the District's operation and employer/employee relations. The Council will have no jurisdiction, however, over initiation or processing of complaints or grievances, or to add to, detract from or change the terms of the Labor Agreement.

(2) Each of the parties will send three (3) voluntary representatives to the Council meetings. Agenda items will be established at least one (1) week prior to the scheduled meeting.

#### ARTICLE XXIII - SEPARABILITY AND SAVINGS CLAUSE

Section 1 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 by a court of last resort, or court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, then such provision or application shall be deemed invalid (except to the extent permitted by law), but all other provisions or applications shall continue in full force and effect.

Section 2 Within ten (10) days following notification of such final and binding determination of invalidity, the Employer and Union agree to commence negotiations solely to reach agreement concerning the subject matter of the provision determined to be contrary to law. It is expressly understood and agreed that all remaining provisions of this Agreement remain intact without necessity for renegotiation, and that this Agreement shall be deemed reopened only to the limited extent of such invalid clause.

#### ARTICLE XXIV - APPENDICES

The following appendices are incorporated and made a part of this Agreement:

1. Appendix A - Departments, Classifications and Seniority Groupings
2. Appendix B - Classification Rates

ARTICLE XXV - MODIFICATION/TERMINATION

Section 1            Either the Employer or the Union must notify the other party in writing at least 90 days prior to the expiration date, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations provided that, if proper notice has been given, this Agreement may be terminated by either party, following its expiration date as extended, on 10 days written notice of termination.

Section 2            Notice of modification, amendment or termination shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Association, to the Ishpeming Michigan Education Support Personnel Association, c/o Michigan Education Association, 211 Iron Street, Negaunee, Michigan 49866, and if to the Employer, to the Board of Education, Ishpeming School District No. 1, 319 East Division Street, Ishpeming, Michigan 49849, or to such other address as the Union or the Employer may designate in writing.

ARTICLE XXVI - DURATION/SIGNATORY

This Agreement is effective from July 1, 2007 through midnight on June 30, 2010, and shall continue for successive yearly periods thereafter unless notice of modification or termination is given as above provided.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

ISHPEMING EDUCATION SUPPORT  
PERSONNEL ASSOCIATION

ISHPEMING SCHOOL DISTRICT

By \_\_\_\_\_  
Scott Ring, Co-President

By \_\_\_\_\_  
Jennifer Ruusi, President

By \_\_\_\_\_  
Gregory Collick, Co-President

By \_\_\_\_\_  
James Smith, Secretary

MICHIGAN EDUCATION ASSOCIATION

By \_\_\_\_\_  
Stuart Skauge, Uniserv Director

APPENDIX A

Departments, Classifications and Seniority Groupings

<u>Departments</u>	<u>Classifications</u>	<u>Seniority Groupings</u>
I. Aide Department	a. Career Aide b. Chapter I Aide c. Classroom Aide d. Library Aide e. Special Education Aide f. Locker Room Aide g. Playground/Lunchroom Aide	} } } } } } } Supervisory } Aide
II. Secretarial Department	a. Phelps Middle School Secretary b. High School Secretary c. Birchview Elementary Secretary d. Central Elementary Secretary	} } } } } } Secretarial } }
III. Maintenance Department	a. Maintenance Worker b. Assistant Maintenance Worker/Custodian	} } } } Maintenance/ } Custodial }
IV. Custodial Department	a. Custodian b. Custodian/Bus Driver	} }
V. Food Service Department	a. Head Cook b. Assistant Cook/Baker c. Cashier/Lunchroom Overseer d. Food Service Helper	} } } } Food Service }
VI. Transportation Department	a. Bus Driver	} Bus Driver

APPENDIX B  
Classification Rates  
Minimum Hourly Rates

<u>Classification</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>
Maintenance Worker	16.56	16.96	17.26
Asst. Maint. Wkr	15.66	16.06	16.36
Custodian	15.12	15.52	15.82
Custodian/Bus Driver	15.12	15.52	15.82
Secretaries	12.30	12.30	12.70

Employees in the above classifications start at 80% of full rate, progressing to 90% of full rate after actually working 480 hours, and to full rate after actually working 1040 hours. So long as they have completed at least 1040 in their current classification, employees posting to equal or higher paying classifications within the same seniority grouping will progress directly to the full rate of the position in which they are working upon award of the posting.

Head Cook	12.82	13.32	13.62
Assistant Cook/Baker	11.63	12.03	12.33
Assist. to Spec. Ed. Coord.	10.72	11.12	11.42
Cashier/Lunchroom Overseer	10.47	10.87	11.17
Food Service Helper	10.47	10.87	11.17
Aides	10.47	10.87	11.17
Bus Driver	14.30	14.70	15.00

LONGEVITY

- (a) (1) Employees who have completed at least five (5) years of continuous service will have ten (10) cents added to the above hourly rates.
- (2) Employees who have completed at least ten (10) years of service will have ten (10) cents (20 cents total) added to the above hourly rates.
- (3) Employees who have completed at least fifteen (15) years of service will have five (5) cents (25 cents total) added to the above hourly rates.
- (4) Employees who have completed at least twenty (20) years of service will have five (5) cents (30 cents total) added to the above hourly rates.
- (5) Employees who have completed at least twenty-five (25) years of service will have five (5) cents (35 cents total) added to the above hourly rates.

- (b) The employee's "base rate of pay" as used in this Agreement will be deemed to be the above hourly rate plus longevity.