

CONTRACT BETWEEN



MONTABELLA BOARD OF EDUCATION

And the

MONTABELLA COMMUNITY SCHOOLS

SUPPORT STAFF PERSONNEL ASSOCIATION, MEA/NEA

2006-2007 School Year

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2006

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ARTICLE 1
RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for all full time and regular part-time aides, secretarial/clerical employees, custodial/maintenance employees, delivery employees, food service staff, media coordinators, media aides and community coordinators, excluding mechanics, central office secretaries, casual and temporary employees, supervisory employees and all other certified and non-certified personnel employed by the Board of Education.

ARTICLE 2
UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. The parties agree that the provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, or memberships in, or association with, the activities of the Union.
- B. All Union materials intended for distribution or display on any property under the management of the Board shall be identified as Union material before display or distribution.
- C. Support personnel shall not engage in Union activities during their working hours, excluding the lunch period, without permission.
- D. The results of any Union election or appointment shall be reported within five (5) working days to the Superintendent's Office.
- E. An employee who considers a working condition hazardous shall immediately report it to his/her supervisor.
- F. An employee who is off duty due to an injury or illness for more than two consecutive work days may be required to present a statement of absence to the supervisor upon returning to work. This statement shall be completed and signed by a physician authorized to practice medicine under the laws of the State.

ARTICLE 3

DEDUCTIONS

- A. The Board shall make payroll deductions as individually authorized by the employee in writing, for the following and any other programs jointly approved by the Union and the Board.
 - 1. Union dues
 - 2. Credit Union
 - 3. Tax Sheltered Annuities (Great West Life, MEA Financial Services)
 - 4. Health Insurance Deductions

- B. Authorized deductions of membership dues shall be made from one paycheck each month for nine (9) months beginning with the second paycheck in September and ending in May of each year and the Board agrees to remit monthly to the Union treasurer all monies so deducted, accompanied by a list of employees from whom the deductions have been made.

ARTICLE 4

FINANCIAL RESPONSIBILITY

- A. Any bargaining unit member who is not a member of the Union in good standing or who does not make application for membership within thirty (30) working days from the date of commencement of duties, shall, as a condition of employment: (1) pay to the scholarship fund, an amount equivalent to the dues uniformly required to be paid by the members of the Union (provided that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in Article Three); or (2) pay a service fee in an amount not to exceed the amount of dues uniformly required to be paid by members of the Union.

- B. The Union agrees to hold the Board harmless in any and all proceedings or charges related to this Article. The Union shall provide the legal counsel.

- C. Those employees, who were not members of the Union as of May 29, 1979, shall be exempted from the requirements of this Article.

ARTICLE 5

COMPENSATION

- A. The wages for employees for 2004-2005 and 2005-2006 shall be set forth in Appendix A of this Agreement.
- B. Employees using their personal vehicle at the request of the District shall be compensated at 36.5 cents per mile. A monthly log of mileage shall be required of all support staff personnel who desire reimbursement.
- C. Custodial personnel shall be furnished two (2) sets of uniforms per year, provided by the Board. They will be issued at the end of the ninety- (90) day probationary period. All such employees will be required to wear clean district approved uniforms while on the job. Uniforms may not be worn at any other time. After the first year uniforms will be issued July 1.

Food Service personnel shall be furnished two (2) uniform shirts and one (1) apron per year, provided by the Board. The shirts will be issued at the end of the ninety- (90) day probationary period. Once issued, food service personnel will be required to wear a clean uniform shirt and apron while on the job. After the first year of employment, shirts will be issued after July 1.

- D. Hours worked over forty hours per week will be compensated at time and one-half or an equivalent time off within the next week at the discretion of the Superintendent. All overtime must be approved by an administrator before it will be paid. All overtime shall be logged on the time sheets. Holiday work shall be paid time and one-half. The employee may ask for comp time in lieu of payment.
- E. In cases of school closing due to inclement weather, employees shall not be required to report to work and after the two- (2) days "grace," will not be paid for inclement weather days until the days are made up. Employees will not be paid for days not worked. Whenever inclement weather days are in excess of two (2) within a regular school year, some employees may be required to report at the discretion of the supervisor. In cases of school delays due to inclement weather or building emergencies, employees who do not report for work will not be paid, and the delay will not be charged toward the 2 day grace period.
- F. Each employee shall receive an uninterrupted, non-paid, duty free lunch period.
- G. Food service staff shall be paid for work at special functions (when an employee's day is extended or a sub is called in for an employee's regular job) at the following rate:

The current highest paid food service employee's hourly rate, plus 10%. Such special work functions will be offered in a fair rotation order. Such offers for extra work functions may be declined and will be treated as a turn spent. Should the Board be unable to secure a volunteer for a special work function, it may assign such extra work to the least senior food service employee capable of performing the required duties.

- H. An employee who after ten (10) years of service to the District qualifies for retirement under the Michigan Public School Employees Retirement System, shall upon retirement, be paid fifteen dollars (\$15.00) per day for each day of accumulated sick leave up to a maximum of fifty (50) days.
- I. Employees whose regular work schedule is less than 40 hours a week and who are asked to work additional hours, so long as his/her total number of hours per week does not exceed 40, shall receive the rate of pay as if he/she were performing his/her regular assignment. An employee asked to substitute for another employee outside his/her classification shall receive substitute rate of pay for that classification.

ARTICLE 6

SENIORITY

- A. Seniority shall be defined as the length of continuous service within the bargaining unit beginning with the employee's most recent starting date.
- B. The seniority list shall by classification be revised to reflect the employees' seniority status as of September 1st of each year, and shall be posted within thirty (30) days thereafter with a copy provided to the Union. Any laid off employees will be included on the list.
- C. In the event that more than one individual has the same seniority date, position on the seniority list will be determined by lot. The employee(s) affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and association representatives to be in attendance.
- D. The seniority list will show the names, job titles, and the seniority date of all employees within the unit.
- E. Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the district may be employed at other work on a job that is operating in the district where a vacancy exists and which he/she can do without regard to any seniority provisions in this agreement.
- F. An employee will neither lose nor accrue seniority while on an unpaid leave of absence which exceeds forty-five (45) consecutive workdays.
- G. An employee shall lose seniority for the following reasons:
 - (1) The employee quits, retires or is discharged.
 - (2) If the employee is absent from work for three (3) consecutive working days without notifying the administrator prior to or within such three (3) days period of a justifiable reason for such absence.

- (3) The employee obtains a leave of absence under false pretenses.
- (4) The employee accepts regular employment elsewhere while on leave of absence, which employment has not been authorized by the Board.
- (5) The employee is laid off for lack of work or funds for a continuance of twenty-four (24) or more consecutive months.
- (6) Seniority shall be broken as a result of continuous absence from work because of illness for twelve (12) continuous calendar months.

H. Full-time employees and part-time employees shall serve a probationary period of ninety (90) working days.

I. If an employee is involuntarily transferred to a position under the Employer not included in the bargaining unit and within six (6) months thereafter is transferred to an open position within the bargaining unit, the seniority shall be considered to have been retained and accumulated while working in the position to which the employee is transferred for the purpose of all seniority rights and benefits provided for in this Agreement. If an employee voluntarily transfers to a position outside the bargaining unit, he/she will forfeit seniority rights and benefits as provided for in this agreement.

ARTICLE 7

LAYOFF AND RECALL

A. During the probationary period, the Board may lay off or terminate employees without regard to this agreement.

B. Layoff and recall shall be according to seniority within classifications.

C. Layoff Procedure

Layoff shall be conducted according to five separate classifications:

- | | |
|------------------------------|---------------------|
| (1) Classroom Aides/Parapros | (4) Media Personnel |
| (2) Custodial/Maintenance | (5) Secretarial |
| (3) Food Service | |

1. The Association will be given not less than seven-calendar days notice of intent to layoff and will be given the opportunity to immediately discuss circumstances with the employer.

2. An employee shall be given at least thirteen calendar days notice of layoff. Employees, subsequently displaced, if any, shall be notified of such displacement as soon as practicable but not less than one working day after the more senior employee has exercised the right to displace.

- D. In any reduction of the staff, an employee will be provided the opportunity to use bargaining unit seniority within his/her classification as follows:
1. First, to displace the least senior person holding a position in the same classification on the same shift provided:
 - a. The employee possesses the necessary qualifications - including testing
 - b. The employee displaced is junior in bargaining unit seniority.
 2. Second, to displace the least senior person holding a position in the same classification on another shift provided:
 - a. The employee possesses the necessary qualifications
 - b. The employee displaced is junior in bargaining unit seniority.
 3. Any employee who is displaced may use bargaining unit seniority in the same manner.
 4. Upon notification of layoff or displacement, the employee will be advised as to the position under the procedure above to which displacement rights may be exercised.
 5. The use of bargaining unit seniority to displace another employee must be exercised within five (5) working days following notification of layoff or displacement, whichever is applicable, or the right is forfeited.
- E. An employee who has been released because of staff reduction shall, if he/she desires, be placed on the substitute list. Employees substituting during layoff shall receive the substitute rate of pay (90% of Step I of the classification substituting in)
- F. Employees on layoff shall not be entitled to receive wages or fringe benefits for the duration of such layoff. However, employees may purchase fringe benefits through the district where applicable.
- G. Recall Procedure
- Notices of recall shall be sent by certified or registered mail to the last known address as shown on the district's records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given at least five (5)-calendar days from receipt of notice excluding Saturdays and Sundays to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five- (5)-day period. When recalled, the employee shall return to the same salary step held at the time of layoff.
- H. Employees shall be held responsible for keeping the employer notified as to their current mailing address by written form to the Superintendent's office.

- I. Employees on layoff shall retain their seniority for purposes of recall for a period of two (2) years. Any employees on layoff for more than two years will lose their seniority and any further rights under this agreement.
- J. Employees called back to work after layoff are obligated to take work assigned to them by the School District so long as the recall is within the classification from which they were laid off.
- K. An employee will forfeit all seniority rights if the Employee declines an offer of re-employment.
- L. At each layoff, or recall following layoff, the Board may designate certain individual employees whose services are required under the special circumstances then existing. Such employees may be retained in or recalled to service, regardless of their seniority. At any one time special circumstances shall not affect more than three (3) of the employees and shall be discussed at a special conference prior to implementation. On the event the Board's exercise of its rights under this paragraph are arbitrary or capriciously exercised, such claim shall be submitted through the grievance procedure.

ARTICLE 8

VACANCIES, TRANSFERS AND PROMOTIONS

- A. "A vacancy shall be defined as any position in the bargaining unit, either newly created or a present position resulting in an increase in more than 1 (one) hour per day, that is not filled."
- B. All job vacancies will be posted for a period of six (6) working days setting forth the minimum requirements for such vacancies in a conspicuous place in each building or bus garages. All interested employees must apply in writing within the six- (6) working day period with the Superintendent of Schools. During the summer vacation period, all job vacancies will be posted for a period of ten (10) workdays.
- C. Whenever vacancies occur during the summer months when some employees do not work, the Board will send notices of vacancies to the executive team through email.
- D. In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show their ability to perform on the new job. The Board shall give the employee promoted or transferred, reasonable assistance to enable them to perform up to Board standards on the new job.
- E. If the employee is unable to demonstrate ability to perform the work required during the trial period, the employee shall be returned to the previous assignment or to one as near to the former status and pay rate as can be arranged at the same time. The employee shall not, for a period of one year, be permitted to apply for a vacancy in the same or higher classification of work in which they were unable to demonstrate ability.

- F. Employees voluntarily transferring classifications shall be placed on the same step of the wage schedule, regardless of the increase or decrease in hourly rate. Employees asked to temporarily assume the responsibilities of another classification or transferred through administrative prerogative shall be paid at the closest rate of pay providing an increase or on the same step of the wage schedule, whichever is greater.
- G. All applicants for a position will be informed in writing by letter or Employee Newsletter, which of them has been selected for the position. The association president will also be informed.
- H. Any employee asked by a supervisor to temporarily assume the full responsibility and duties of another employee in a higher classification shall receive the rate of pay of the higher classification after the fifth day of work in that classification. The employee's rate shall not be reduced by a temporary change in duties.
- I. Any employee, providing they meet the qualification necessary, may apply for posted vacancies. All classroom aides (para-pros, special ed aides, etc.) media coordinators, and any other position/s determined to include direct assistance with students will require that applicants meet the criteria consistent with the No Child Left Behind (NCLB) Act of 2001.
- J. Instructional Aides must be qualified to be appointed to or retain an assignment. For the purposes of this agreement, the term qualified will include all applicable standards for being highly qualified under the NCLB Act of 2001.
- K. Some positions within the District require a close interpersonal relationship between an employee and the faculty, students and the public, which the district serves. Considering this important aspect of district relations, from time to time it may be necessary to use the "whole person" approach to awarding a job. The district reserves the right to award a job using the superlative "best qualified" in those cases where a less senior applicant is best qualified as compared to a more senior better qualified applicant. Employees denied a position given to an employee with less seniority will be given a written statement explaining the reasons for rejection, when requested.
- L. Summer, seasonal, or temporary jobs need not be posted.
- M. Individuals who have filled a temporary position for a minimum of three (3) continuous years will be granted regular unit membership at step 1, provided they pass appropriate testing. Seniority for the assignment begins at time regular membership is granted for this position.

ARTICLE 9

EMPLOYEE FILES

- A. Each employee shall have the right, upon request, to review the contents of his/her own personnel file maintained by the school system. The review will be made in the presence of the administrator responsible for the safe keeping of the file. Privileged information such as confidential and previous employers is specifically exempted from such review. The administrator shall remove such privileged information from the file prior to a review of the file

by the employee. A representative of the Union may, at the employee's request, accompany the employee in this review. A written statement, for inclusion in the personnel files, may then be made by the employee. Review of files shall be limited to two reviews annually except for grievances. The employee shall limit reviewing files to off duty time.

EMPLOYEE FILES (continued)

- B. No material of any evaluative nature shall be placed in the employee's file without first being presented to the employee to read. The employee shall be given a copy of all such materials and will be asked to sign the Board copy indicating that he/she has read it. The employee will have the right to attach a statement of remarks, which he/she feels is pertinent to the evaluation. This statement will be attached to the Board copy of the evaluation, which remains in the employee's file.
- C. Any written complaint directed toward an employee, which complaint is considered serious by the appropriate administrator, or is written into the employee's personnel file, or is used as a basis for disciplining an employee, shall be called to the employee's attention by the person receiving the complaint. If such complaint is to be made a part of the employee's personnel file or a matter of other written record, the employee may submit a written statement to be attached to and filed with the original complaint.
- D. Any material agreed to by the Board and the Union to be factually in error shall be corrected or expunged from the file.

ARTICLE 10

LEAVE PAY

- A. At the beginning of the second year of service only, all employees except those on unpaid leave of absence or layoff will be granted five (5) sick days to be credited during the first payroll period in which they work during the fiscal school year, and then accumulate one (1) day per month for each month of employment commencing fifteen work days after the first day of return to work.

Sick days are to be used throughout the school year whenever the employee is unable to work due to personal or family sickness, accident, disability, or childbirth. The unused portion of yearly sick leave allowance shall accumulate to 75 days.

During the first year of employment only, employees will be granted one sick leave day per month worked. In order to receive the one day per month credit, an employee must work at least fifteen (15) days during the month.

- B. Absence from duty shall be granted for illness in the immediate family (immediate family shall be interpreted as father, mother, parents-in-law, spouse, child, stepchild living in immediate household, brother, sister, or legal dependents.) These days will be deducted from sick leave accumulation.

- C. Up to five (5) days bereavement leave per occurrence will be allowed each employee for a death in the immediate family (immediate family shall be interpreted as a father, mother, spouse, child, stepchild living in immediate household, brother, sister, or legal dependent.). These days shall be deducted from sick leave accumulation. One of these days may be used for death of mother-in-law, father-in-law, sister-in-law or brother-in-law.

LEAVE PAY (continued)

- D. The Board may require medical verification of illness where an employee's attendance record shows frequent absences. In such cases, the employee shall be notified in writing of the need for such verification prior to the absences for which the verification is required.
- E. On July 1 of each year, each employee shall be credited with two (2) days for regular school year employees and three (3) days for twelve (12) month employees, which may be used for personal business. This day will be non-accumulative. Unused days shall be converted to sick leave days on June 30. Such leave may be granted upon application submitted in writing to the Superintendent by the employee twenty-four (24) hours before the absence in case of personal business or after the absence in case of emergency. Personal business leave shall be used only in situations of urgency, for purposes of conducting personal business, which is difficult to transact on the weekend, before or after working hours or during vacation periods.

An emergency is an unforeseen incident over which the individual has no control and requires immediate attention. The individual should and has made every effort in his power to resolve the situation without taking time off from work. Each case will be decided on its own merits.

Such leave shall not be used for seeking other employment. Such leaves shall not be granted for hunting, fishing, shopping, or other recreational activities. Personal days shall not be used the day before or the day after a holiday except for an emergency, holiday related or vacation.

- F. Any employee whose personal illness extends beyond the accumulated sick leave shall be granted a leave of absence, without pay, for a period not to exceed one (1) year, provided that notification for said leave is made by the employee at least five (5) days before it is to become effective, except in cases of emergency. Reinstatement may depend upon a complete physical conducted by a Board appointed physician.
- G. A record of accumulated leave days will be maintained at the Superintendent's office and made available for inspection during the employee's non-working hours no later than September 15 of each school year.
- H. No employee shall forfeit accumulated leave days during approved leave of absence periods. However, the employee shall not be eligible to accrue or to use sick and emergency leave while on leave of absence.
- I. (1) The employee who receives a jury duty interview and appearance notice must notify the Superintendent's office within one (1) school day of such notice. If an employee is summoned and reports for jury duty, the employee shall be paid the difference between the amount received as a juror and the normal week's pay, provided the employee is available for work within the

regular work schedule when not occupied for jury duty. It is understood and agreed that an employee shall be required to report to work on any and all days when not sitting as a juror. To be eligible for jury duty pay differential, the employee must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates the employee received pay for jury duty. Any employee found abusing this privilege

LEAVE PAY (continued)

shall not be entitled to the pay differential and will be subject to disciplinary action. Said disciplinary action is not subject to the Grievance Procedure.

(2) A leave of absence with full pay not chargeable against the employee's sick leave shall be granted for court appearance when subpoenaed as a witness in any case connected with the employee's employment or the school, provided the employee pays to the school district any sums received as subpoena fees.

- J. Up to two days may be taken by designated individuals for Union business approved by the Union and duly designated to these individuals. Cost for substitutes, if any, will be covered by the Union. This does not count against the individual's personal leave.
- K. Dock time is subject to the approval of the Superintendent. Employees may be granted dock time when and if:
 - a) an employee has expired personal day absences for the year and an unforeseen emergency arises that is not attributable to personal illness or family illness, or
 - b) time away from work is needed during the regular school year and a request is made to the superintendent's office no less than two (2) days prior to the anticipated absence.

ARTICLE 11

LEAVES OF ABSENCE

- A. Military Service Leave - The employer and the Union agree that the matter of leave of absence for employees during the period of their reinstatement thereafter, shall be governed by applicable statutes and decisions of the courts. Application for military service leave shall be made to the Superintendent of Schools thirty (30) days in advance of the requested leave.
- B. A non-probationary employee shall, upon request, be granted a child care leave without pay. This leave may begin at the time when the employee is physically unable to work as determined by a qualified physician. The length of the leave shall be one year, renewable at the discretion of the Board. Any employee wishing to use the child care leave must make application at least forty-five (45) days before the expected date of birth.

ARTICLE 12

VACATIONS

A. Custodial staff may take unpaid, time off for vacation at the discretion of the Superintendent.

B. Resignations

Any employee desiring to resign shall file a letter of resignation with the Superintendent's Office at least ten (10) working days prior to the effective date.

ARTICLE 13

HOLIDAYS

A Holidays

A. All fifty-two (52) week employees are entitled to the following days off with pay:

Independence Day

*Labor Day

*Thanksgiving Day

*Day after Thanksgiving

Day before **or** day after Christmas

*Christmas Day

Day before or day after New Year's

*New Year's Day

*Good Friday

*Memorial Day

*Less than fifty-two (52) week employees shall receive seven (7) holidays.

B. If an employee is on vacation on any of the above-named holidays, the day shall be counted as a holiday and not a vacation day.

C. The employees shall be eligible for holiday pay under the following conditions:

(1) The employee worked the full period of their last scheduled workday prior to and their next scheduled work day following the holiday unless excused by the employer or is absent for any reasonable purpose.

(2) There shall be no holiday pay for an employee on suspension unless reversed through the grievance procedure.

ARTICLE 14

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by an employee or the Union of an alleged violation of this Agreement, specifying the part of the Agreement, which is claimed to be violated, and the specifics of such violation.
2. An "aggrieved" is the employee or employees who are directly affected and therefore make the claim. The Union is the aggrieved when Union rights have been allegedly violated. Also, the union may submit a grievance on behalf of the employees provided all employees are equally affected.

Union grievances will commence, in writing, at Level Two and must be filed within ten (10) working days of the date the grievance occurs.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Union, provided the adjustment is consistent with the terms of this agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement. A supply of the grievance forms shall be on file with the designated administrator and the Union.

1. Level One

- A. Within ten (10) working days of the date the grievance occurs, the employee(s) shall notify the immediate supervisor of the intent to invoke this step of the grievance procedure by giving notice, in writing, of the section of the Agreement that is in issue and requesting an opportunity to confer as soon as possible.

GRIEVANCE PROCEDURE (continued)

- B. Failure to process the grievance in a timely manner shall invalidate the grievance. The employee shall discuss the grievance with the immediate supervisor individually or with a Union representative with the object of resolving the matter informally. Within five-(5) working days after discussing the grievance the supervisor or designee shall give his/her disposition orally to the employee.
- C. If the grievance is not resolved informally, the employee shall, within five (5) days of receipt of the administrator's disposition submit to the administrator a signed written "Statement of Grievance". The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the union with respect to these provisions, shall indicate the relief requested and shall be signed by the employee involved.

The administrator or a designee shall give the employee an answer in writing no later than five (5) days after receipt of the written grievance.

2. Level Two

- A. If the aggrieved is not satisfied with the disposition of the grievance at Level One, B, or if no decision has been rendered in the time allowed, a written statement shall within ten (10) working days thereafter be transmitted by the employee or the Union to the Superintendent stating the grievant's desire to pursue the grievance at Level Two.
- B. Within ten (10) working days of receipt of such grievance, the Superintendent or a designee will meet with the aggrieved to discuss the issue. A written answer shall be given within ten (10) working days after the meeting.

3. Level Three

If the grievance remains unresolved at the conclusion of Level Two, it may be submitted for mediation at the request of either party, provided written notice of the request for submission to mediation is delivered to the Board or Union within ten (10) days after the date of the decision under level Two. The mediator shall be selected by M.E.R.C. (Michigan Employment Relations Commission) in accordance with its rules, which shall likewise govern the mediation hearing.

C. 4. Level Four

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the Board of Education or the Union within ten (10) days after the date of decision under Step Three. Following the written notice request for submission to binding arbitration,

the Union and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the request for submission to arbitration, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing.

The fees and expense of the arbitrator shall be shared equally by the Union and the Board. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

D. Powers of the Arbitrator

It shall be the function of arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of the Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish or alter salary schedules.
3. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

E. Miscellaneous

1. Any grievance occurring during the period between the termination of this Agreement and the effective date of a new Agreement shall not be processed.
2. No grievance shall be filed for or by any support person after the effective date of the person's resignation.
3. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance.
4. It is understood by the parties that no grievance shall be filed or based upon prior or previous agreement or upon an alleged grievance occurring prior to the effective date of the Agreement.
5. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

ARTICLE 15

CONFORMITY OF LAW

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and substituting except to the extent permitted by law, but all other provisions and application shall continue in full force and effect.

ARTICLE 16

WAIVER CLAUSE

This Agreement shall supersede any rules, policies, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE 17

MISCELLANEOUS PROVISIONS

- A. The Union shall be provided bulletin board space for the posting of Union notices and other materials and shall be entitled to use the mail service.
- B. The Union shall have the right to use the school building facilities, at reasonable times and intervals, for Union meetings before or after regular class hours. Such use will be scheduled through the Community Education or Superintendent's Office. Such meetings shall not be conducted in a place, or at times, which might interfere with school activities, including extra-curricular activities conducted after regular class hours. The Union should have the right at reasonable times and intervals to use of school office equipment including but not limited to; typewriters, mimeographing machines, other duplicating equipment. Such use may be limited under reasonable rules and regulations generally applicable to use of such equipment by regular school operating personnel. The Union shall pay for the reasonable cost of all materials and supplies used under rules and regulations generally applicable.
- C. Copies of this Agreement shall be printed at the joint expense of the Board and Union and presented to all Union employees presently employed or employed during the duration of this Agreement.
- D. Vans may be driven by non-bargaining unit members only when the driver is not compensated.

- E. Employees on an annual basis shall inform the Superintendent's office of their availability and the type of additional work they would like to perform. The District will utilize those qualified applicants in a fair rotation order.
- F. Annually, during the months of March, May and November, employees may inform the Superintendent's office of their availability to work during summer vacation and the winter and spring break period. (Notification in March will be for the spring break period, notification in May will be for the summer vacation period, and notification in November will be for the winter break period.) Such request must be in writing and include the type of work for which they would like to be considered.

ARTICLE 18

CONTINUITY OF OPERATIONS

- A. The Union agrees that neither it nor any person acting on its behalf will cause, authorize, support or take part in any strike (i.e. the concerted failure to report for duty, or willful absence of employees from their positions, or stoppage of work in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) to occur during the life of this Agreement for any purpose whatsoever.
- B. In the event of any action in violation of the foregoing, the Union agrees to post notices immediately at any or all schools affected or otherwise communicate with person(s) violating the provision by all means at its disposal, that said activity is unauthorized by the Union and in violation of the Agreement and shall advise such persons to discontinue immediately said activity, and the Union further will use every other means at its disposal to assist in the immediate termination of such activity.
- C. The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damages against any person, group or organization violating the Article.

ARTICLE 19

DISCIPLINE OF EMPLOYEES

- A. Employees shall not be disciplined without just cause.
- B. Disciplinary action shall be defined as any reprimand, suspension or discharge.
- C. The Board of Education has just cause to discharge any employee who:
 - (1) is convicted of a felony.

- (2) is convicted in court of any misdemeanor involving theft, conversion, embezzlement, intentional destruction or damage to school district property, and for acts involving rape, child molesting, and pornography.
- (3) is absent for three (3) working days, barring emergency, without notifying the Employer.
- (4) does not return to work when recalled from layoff within five (5) consecutive days barring an emergency or illness.
- (5) is under the influence of intoxicants or drugs while on duty.
- (6) consumes or sells intoxicants or drugs while on Board property.
- (7) steals Board property.
- (8) duplicates school district issued keys without written permission.
- (9) intentionally falsifies employment records.
- (10) fails to meet State requirements without notifying the Board.
- (11) participates in or gives leadership to any illegal work stoppage.
- (12) carelessly endangers the safety of the students.

- D. The above are meant to be representative of reason for discharge but are not to be limitations upon the Board for taking discharge actions.
- E. Before any meeting is called from which disciplinary action may result, the employee shall be notified and shall be entitled to have present a representative of the Union. If a Union representative is requested to be present, no longer than two (2) working days may lapse before such meeting is held. In no event shall the administration be restricted from taking such protective action as the administration may determine to be necessary to protect the rights of students and others. If an employee is suspended during an investigation, the employee will receive their regular pay during this time.

ARTICLE 20

HOURS, ASSIGNMENTS AND CONDITIONS

A. Hours of Work - Faithful Performance of Duties

All Employees shall fully, faithfully, and properly perform the duties of their employment.

- 1. All employees scheduled to work five (5) hours or more per day shall be entitled to a thirty (30) minute duty free, unpaid lunch period, which will be scheduled by their immediate

supervisor. Employees shall be allowed to leave their buildings and/or work stations during their lunch period.

2. Employees shall give notice to the proper supervisor of an intended absence at least 90 minutes in advance of the absence (except in the case of an emergency) in order to be compensated for the day. The Board will inform employees whom they should call and the appropriate procedures.
3. Employees who do not work in the summer months will be notified of the date they are to return for the next school year within a reasonable time following the adoption of the school calendar.
4. An employee who is requested to report for work on an unscheduled day and who does report shall be provided with a minimum of one (1) hour of work. The employee will be expected to stay the full time and complete work assigned by the supervisor.
5. A paid rest period of fifteen (15) minutes, to be scheduled by the supervisor, shall be allowed each employee for each four (4) hour continuous work period. Employees may not leave the building during this break period. This period, if not used, may not accumulate to be used at some time later and may not be used for any other period.
6. Individual work schedules showing employees' shifts, work days and hours shall be furnished to all employees by their supervisors.
7. Any medical examination required by the Board shall be paid by the Board when attending the Board's physician. The Board shall attempt to have two (2) physicians. Should the Board be unable to secure a second physician, the employee will receive up to like compensation to be used for an examination with his/her own physician.

B. Custodial/Maintenance

1. A split shift shall be defined as a working day where there is a break of more than a two-hour period. Such employees shall be paid a premium of \$.35 per hour.
2.
 - (a) Any shift that regularly begins on or after 6:30 A.M. and concludes before 6:30 P.M. shall be described as the first shift.
 - (b) Any shift that regularly begins on or after 2:30 P.M. and concludes by 12:00 midnight shall be described as the second shift and shall be paid at a ten cent (\$.10) per hour premium.

All employees working in the schools on the second shift shall be rescheduled to the day shift when school is not in session. In proper cases exceptions may be made.

With the consent of the employee, work shift times may be temporarily adjusted.

ARTICLE 21

INSURANCE

- A. The Board shall pay the following toward MESSA Super Care 1 with \$100/\$200 deductible and \$5/\$10 prescription card for 52 week/40 hour employees:

90% of the MESSA Super Care 1 rate

Beginning with the 2003-2004 school year same insurance as above with 14% cap.

L.T.D. insurance shall be provided for all employees working thirty- hours (30) per week or more.

- B. The Board shall provide a cash option in lieu of health benefits for those full time twelve month employees not selecting a health insurance benefit. The cash amount shall be \$120.00 (one hundred twenty) per month less required taxes. The Board shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the bargaining unit member to a MEA Financial Services Tax-Deferred Annuity or a MESSA tax exempt variable option. The program will become effective September 24, 1997. All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.
- C. School year employees working twenty hours or more per week shall receive a cash option of \$50.00 per month less required taxed for ten months to be applied to options as described in paragraph B above.
- D. The Board shall provide, without cost to the employee, MESSA/Delta Dental Plan D with Orthodontic Rider "004" (60/60/60), including internal and external coordination of benefits (COB) for all full time twelve month employees and their eligible dependents as defined by MESSA.

ARTICLE 22

EMPLOYEE PROTECTION

- A. Any case of criminal assault upon an employee that had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his/her designated representative. In the event of such an assault, the employee involved may request assistance of the Board in such a matter. These requests shall be made in writing to the Superintendent.
- B. The Board will reimburse the employee for loss, damage, or destruction of personal property which was used on school premises, when such property is needed or used in the normal work of the employee, when such property is registered with the immediate supervisor in written form, and when the loss, damage or destruction is not the result of the employee's negligence, not to exceed \$100, unless such loss is covered by insurance.
- C. Use of physical force is governed by the Michigan Law regulating the use of corporal punishment by school employees.

ARTICLE 23

BOARD RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation and the institution of new and/or improved methods of changes therein.
 5. Adopt rules and regulations.
 6. Determine the qualifications of employees.
 7. Determine the number and location or relocation of its facilities including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

BOARD RIGHTS (continued)

9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations conducted by the Board.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as provided for in this Agreement.
 11. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
 12. The Board shall continue to have exclusive right to establish, modify or change any condition except those covered by provisions of the Agreement.
 13. The Board shall determine all methods and means to carry on the operation of the schools.
 14. To exercise management and administrative control of the school system, and its properties and facilities.
 15. To establish courses of instruction and in-service training programs for employees, and to require attendance at any workshop, conference, etc., by employees, including special programs during the workday.
 16. To establish hiring procedures and qualifications.
 17. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
 18. The Board shall continue the right to determine and redetermine job content.
- C. 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 terms of this Agreement and then only to the extent such terms hereof are in conformance with the laws of the State of Michigan and the laws of the United States.

ARTICLE 24

COMMUNICABLE DISEASES

- A. Communicable diseases shall be as defined by the Michigan Department of Public Health (1979 ADMIN. CODE 325.9001). It is recognized that students with acute infectious communicable diseases will be excluded from school pursuant to rules promulgated by the Department of Public Health. It is further recognized that students with chronic or ongoing communicable diseases whose transmittal can be avoided by reasonable hygienic procedures and environmental management may, given individual circumstances of the case, not be excludable from school. Employees shall be guided by the Board policy and administrative regulations covering communicable diseases.
- B. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend school, all bargaining unit members potentially having contact with the student shall be notified in advance of the child's placement and/or return to school. The Board shall provide inservice instruction in hygienic practices and management to members coming into contact with students having such communicable diseases.
- C. The Board of Education will distribute to each bargaining unit member copies of the Board policy and administrative rules pertaining to communicable disease.

ARTICLE 25

DURATION

The provisions of this Agreement shall be effective upon ratification by both parties (salary and personal leave are retroactive to July 1) and shall continue in full force and effect until June 30, 2004. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF:

MONTABELLA COMMUNITY SCHOOLS
SUPPORT PERSONNEL

MONTABELLA COMMUNITY
SCHOOLS BOARD OF EDUCATION

by: _____
President

by: _____
President

by: _____
Secretary

by: _____
Secretary

by: _____
Superintendent

Date _____

APPENDIX A

SALARY SCHEDULE

Custodial/Maintenance And Food Van Driver

<u>Step</u>	<u>04/05</u>	<u>05/06</u>
1	9.81	9.96
2	10.20	10.35
3	10.63	10.79
4	11.05	11.22
5	11.44	11.61
6	11.85	12.03
7	12.43	12.62

Elementary Head Custodian*

<u>Step</u>	<u>04/05</u>	<u>05/06</u>
7	12.71	12.90

Secondary Head Custodian*

<u>Step</u>	<u>04/05</u>	<u>05/06</u>
7	13.44	13.64

*This Salary Schedule only pertains to Nancy Rogers,
Forrest Taylor, and Cheryl Bass.

Secretaries

<u>Step</u>	<u>04/05</u>	<u>05/06</u>
1	10.47	10.63
2	10.76	10.92
3	11.12	11.29
4	11.41	11.58
5	11.71	11.89
6	12.04	12.22
7	12.36	12.55

Cooks*

<u>Step</u>	<u>04/05</u>	<u>05/06</u>
1	8.94	9.07
2	9.13	9.27
3	9.41	9.55
4	9.65	9.79
5	9.84	9.99
6	10.10	10.25
7	10.50	10.66

Cafeteria Aides

<u>Step</u>	<u>04/05</u>	<u>05/06</u>
1	7.34	7.45
2	7.59	7.70
3	7.85	7.97
4	8.02	8.14
5	8.30	8.42
6	8.54	8.67
7	8.91	9.04

Clerk/Typist

<u>Step</u>	<u>04/05</u>	<u>05/06</u>
7	10.30	10.45

***Head cook will receive an additional \$.25 above the cook step rate.**

Classroom

Aides/Parapros

<u>Step</u>	<u>04/05</u>	<u>05/06</u>
1	9.51	9.65
2	9.70	9.85
3	9.85	10.00
4	10.07	10.22
5	10.23	10.38
6	10.41	10.57
7	10.80	10.96

Media

Coordinator

<u>Step</u>	<u>04/05</u>	<u>05/06</u>
1	10.06	10.21
2	10.21	10.36
3	10.41	10.57
4	10.63	10.79
5	10.79	10.95
6	10.96	11.12
7	11.35	11.52

**SUPPORT STAFF CONTRACT
SERVICE YEARS
2004/2005 & 2005/2006**

Increase/addition to Step Wage for Service Years
(After completion of specified years of service)

Completed Years of Service	Total Increase
8, 9, & 10	\$.20
11, 12, 13, & 14	\$.40
15, 16, 17, 18, & 19	\$.60
20 & greater	\$.80

(Contract.Support/Service Years)