

MASTER AGREEMENT

between the

FOWLER BOARD OF EDUCATION

and the

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**MICHIGAN EDUCATION
ASSOCIATION, NEA
(Fowler Educational Support
Personnel Association)**

July 1, 2005 to June 30, 2008

Table of Contents

ARTICLE 1: PURPOSE AND INTENT.....	1
ARTICLE 2: RECOGNITION.....	1
ARTICLE 3: DEFINITION OF EMPLOYEES.....	2
ARTICLE 4: PROHIBITION AGAINST DISCRIMINATION.....	3
ARTICLE 5: UNION MEMBERSHIP AND SECURITY.....	3
ARTICLE 6: PAYROLL DEDUCTION FOR ASSOCIATION DUES.....	4
ARTICLE 7: GRIEVANCE PROCEDURE.....	5
ARTICLE 8: DISTRICT RIGHTS.....	8
ARTICLE 9: EMPLOYEE REPRESENTATION.....	9
ARTICLE 10: ACCESS BY MEA REPRESENTATIVES.....	9
ARTICLE 11: ASSOCIATION BUSINESS AND USE OF FACILITIES.....	9
ARTICLE 12: NEGOTIATIONS PROCEDURE.....	10
ARTICLE 13: SPECIAL CONFERENCES AND LIMITATIONS.....	10
ARTICLE 14: DISCIPLINE.....	11
ARTICLE 15: PROMOTION, TRANSFER.....	12
ARTICLE 16: SENIORITY.....	15
ARTICLE 17: LAYOFF AND RECALL.....	16
ARTICLE 18: ORIENTATION.....	16
ARTICLE 19: PAID LEAVES OF ABSENCE.....	17
Jury Duty.....	17
Bereavement Leave.....	18
Sick Leave.....	18
Vacation.....	20
Personal Business Days.....	21
ARTICLE 20: UNPAID LEAVES OF ABSENCE.....	21
Military Leave.....	22
Educational Leave.....	22
Health Leave.....	22
Association Business Leave.....	23
Emergency Leave.....	23
Parental Leave.....	23

Table of Contents (Con't)

ARTICLE 21: HOLIDAYS	23
ARTICLE 22: HEALTH PROGRAM	24
ARTICLE 23: WORKERS' COMPENSATION	24
ARTICLE 24: HOURS OF WORK	25
ARTICLE 25: BARGAINING UNIT MEMBER EVALUATIONS.....	29
ARTICLE 26: TERMINATION OF EMPLOYMENT	29
ARTICLE 27: RULES AND REGULATIONS.....	29
ARTICLE 28: SUBCONTRACTING	30
ARTICLE 29: SUCCESSORS CLAUSE	30
ARTICLE 30: SAVINGS CLAUSE	30
ARTICLE 31: WAGE SCALE.....	31
Bus Drivers.....	31
Secretarial	32
Food Service	32
Paraprofessionals.....	32
Custodial	33
Bargaining Unit Longevity.....	33
ARTICLE 32: FRINGE BENEFITS.....	33
ARTICLE 33: SEVERANCE	35
ARTICLE 34: CALENDAR.....	35
ARTICLE 35: DURATION.....	36
 APPENDIX A EMPLOYEE EVALUATION FORM.....	 37

AGREEMENT

This Agreement made and entered into this 28th day of June, 2006, by and between FOWLER PUBLIC SCHOOLS, 11214 West Kent Street, Fowler, Michigan 48835, hereinafter called the "Board" or the "Employer," and the MICHIGAN EDUCATION ASSOCIATION/NEA, 1480 Kendale Blvd., Suite 300, East Lansing, MI 48823, hereinafter referred as the "Association" or "Union" agree as follows:

ARTICLE 1 - PURPOSE AND INTENT

The purpose of this Agreement is to set forth terms and conditions of employment; to provide procedures for the adjustment of grievances; and to promote orderly and peaceful relations for the mutual interest of the Employer, its employees and the Association.

The parties recognize that the interest of the community and the job security of the employees depend on the Employer's success in establishing and rendering proper services to the public.

To these ends the Employer and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

ARTICLE 2 - RECOGNITION

A. Pursuant to and in conformity with the certification issued by the Michigan Department of Labor, Bureau of Employment Relations, the Employer recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for all employees in the following described unit:

All Transportation, Food Services, Custodians/Maintenance, Secretarial/Clerical, and Aides/ParaProfessional Employees, excluding secretary to the superintendent (confidential employee), buildings and grounds supervisor, transportation supervisor, food service supervisor, all administration personnel, substitutes, temporary employees, and all others.

B. The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any Agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of the Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee. Any such Agreement shall be null and void.

ARTICLE 3 - DEFINITION OF EMPLOYEES

- A. The terms "employee" and "employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an employee or employees within the bargaining unit described in Article II.
- B. The term "full-time employee" shall mean a regular employee whose normal schedule of work is at least 1600 hours per fiscal year irrespective of whether school is in session. Full-time employees shall receive benefits as provided in this Agreement.
- C. The term "part-time employee" shall mean a regular employee whose normal schedule of work is less than 1600 hours per fiscal year irrespective of whether school is in session. Part-time employees shall be paid the appropriate hourly rate under the wage and scale, and receive all benefits they are entitled to in this Agreement.
- D. The term "regular employee" shall mean a bargaining unit member whose employment is expected to continue from year to year and who is not employed as a substitute or temporary.
- E. Newly hired employees shall be probationary for the first ninety (90) work days of their employment and thereafter shall be permanent regular employees. For purposes of this Agreement, the Association shall represent probationary employees for all matters other than discharge or discipline.
- F. An employee who works two (2) or more jobs in the same pay period shall not have his/her hours combined for the purpose of determining whether she/he is full or part-time. Employees working eight (8) or more hours in regularly assigned combined positions during the school year shall be eligible for three (3) vacation days in accordance with Article 19, Section F.8.
- G. A temporary or substitute is not part of the bargaining unit:
1. A temporary or substitute is an individual who is hired for the purpose of covering a temporary vacancy created by the leave of a permanent employee, and is so informed at the time of hire.
 2. After ninety (90) consecutive calendar days in any one (1) school year (July 1 to June 30) in any one (1) position as a temporary or substitute, the employee becomes a regular employee receiving full credit toward accumulation of seniority and becomes eligible for wages and benefits in accordance with the terms of this Agreement applicable to regular employees. The Employer agrees not to arbitrarily interrupt consecutive performance of these ninety (90) days. Upon becoming a regular employee, the employee shall be considered probationary for the next ninety (90) workdays of their employment and thereafter shall become a permanent regular employee.
- H. Full Schedule: A full schedule for paraprofessionals shall be defined as the length of the student day and any time that is added to the beginning or end of the student day for the purpose of student supervision; not to exceed eight (8) hours on any given day.

ARTICLE 4 - PROHIBITION AGAINST DISCRIMINATION

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied uniformly and without regard to race, creed, religion, color, national origin, age, sex, weight, disability, marital status, or other factors not pertinent to performance.

ARTICLE 5 - UNION MEMBERSHIP AND SECURITY

- A. All regular employees as a condition of employment shall either:
1. Be a member of the Association, or
 2. Pay to the Association a monthly service charge in a legally permissible amount not to exceed an amount equivalent to the dues of the Association.
- B. Pursuant to legally approved methods and procedures, the Association may cause the legally permitted fees to be deducted from the employee's pay upon notice to the Board.
- C. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction as provided in this Article, the Board, pursuant to MCLA 408.477; MSA17.277(7) and at the request of the Association, shall deduct the service fee from the bargaining unit member's wages and remit same to the Association according to the following procedures.
1. The association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association shall request the Board to make such deduction pursuant to paragraph A above.
 3. The Board upon receipt of a request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the Service Fee to the Association or authorized payroll deduction of same. The Board shall hold the due process hearing at its next regularly scheduled meeting subsequent to the Association making its request for the deduction.
 4. If as a result of the due process hearing, it is determined that the bargaining unit member has failed to remit the Service Fee to the Association or has failed to authorize a payroll deduction of same, the District shall begin payroll deducting the Service Fee beginning with the next pay period following the hearing. The deductions shall be spread-out in equal amounts over the remaining pay periods

of the current school year, with the final payment due in the last pay of the regular twenty-one (21) pay school year schedule.

- D. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with Article V, A, B and C of this Agreement.

ARTICLE 6 - PAYROLL DEDUCTION FOR ASSOCIATION DUES

- A. The Employer agrees to deduct from the wages of all employees who are members of the Association, all membership dues, as provided in a written authorization in accordance with the standard form provided by the Association, provided that the said form shall be executed by the employee. Revocation shall be effected by written notice by certified mail to both the Employer and Association.

Dues and fees will be authorized, levied, and certified in accordance with the Constitution and Bylaws of the Association. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Association dues.

- B. The Employer agrees to deduct from the wages of any employee who is not a member of the Association all Association fees as provided in a written authorization in accordance with the standard form used by the Association provided that the said form shall be executed by the employee. Revocation shall be effected by written notice by certified mail to both the Employer and the Association.
- C. The dues or fees shall be deducted in twenty (20) equal installments beginning each September with appropriate adjustments being made for any employee who is on leave, layoff, or changes hours.
- D. Deductions for each calendar month shall be sent to the designated Association Representative in the District within fifteen (15) days of deduction.
- E. The Association shall be notified of names, address, job titles, and rates of pay of employees newly employed to fill positions covered by this Agreement as they are employed by the Employer. Names of employees promoted to permanent positions excluded from the bargaining unit shall also be made available to the Association so that they are not included in the collective bargaining activities of the Association. For purposes of administering the Agency Shop provision, the Employer will notify the Association of changes in the scheduled hours of employees.
- F. The Association will notify the Employer at least thirty (30) days prior to the effective date of any changes in the amount of dues deduction.
- G. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the wages of said member and make appropriate remittance for Capital

ARTICLE 7 - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the expressed written terms of this Agreement.
- B. The termination of services of, or failure to re-employ, or the discipline of any probationary employee shall not be the basis of any grievance filed under the procedure outlined in this Article.
- C. The Association shall designate a Stewards' Committee to handle grievances. The Association shall notify the Superintendent, in writing, or the members of this committee on or before October 1, of each year of any change thereafter. The Board hereby designates the Supervisor of the aggrieved employee as its representative at Level One as hereinafter described and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.
- D. The term "days" as used hereinafter shall mean days in which school is in session. At the end of the school year, "days" will mean week days.
- E. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants, and the Association Representative.
 - 2. It shall be specific.
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - 4. It shall cite the section or subsections of this contract alleged to have been violated.
 - 5. It shall contain the date of the alleged violation or specify that it is a continuing violation. If the grievant states that the grievance is a continuing violation, the grievant shall state, to the best of his/her knowledge at that time, the approximate date that the violation began, and shall state, as close as his/her knowledge will allow, the date on which he/she became aware of the violation.
 - 6. It shall specify the relief requested; any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- F. Level One - An Employee, feeling himself/herself aggrieved as defined in Section A, shall within five (5) days of his/her knowledge of the occurrence orally discuss the grievance with his/her Supervisor in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and submit it to the Supervisor and the Stewards' Committee.

Within five (5) days of the Supervisor's receipt of the written grievance, the Supervisor will submit his response in writing to the Committee. Bus Drivers' grievances shall be processed through the Superintendent while the Transportation Supervisor is performing the dual role of driver and supervisor.

- G. Level Two - If no resolution is obtained at Level One within five (5) days of the Supervisor's written response to the Committee, a copy of the written grievance shall be filed with the Superintendent or his/her designated agent by the Stewards' Committee and/or the grievant. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the Stewards' Committee to discuss the grievance. Within five (5) days of that meeting, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Stewards' Committee, the Supervisor, and place a copy of same in a grievance file in this office.
- H. Level Three - Individual employees shall not have the right to process a grievance at Level Three.
1. If the Association is not satisfied with the disposition of the grievance at Level Two, it may within twenty (20) days after the decision of the Superintendent or his/her designated agent, meet with a designated representative of the Employer and select an arbitrator according to the following procedure:
 - a. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Union or the Board.
 - b. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
 - c. The parties will alternate the initiation of the elimination process with each successive grievance.
 - d. Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.
 - e. Should either the Board or the Union wish to terminate the use of the preselected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give 30 days notice to the other party. Termination may not occur during a pending grievance. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association subject to its rules.
 2. Neither party may raise a new defense or ground at Level Three not previously raised or disclosed at other written levels.

3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association, subject to the rights of the Board or the Association for judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.
- I. Powers of the arbitrator are subject to the following limitations:
 1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
 2. He/she shall not have power to establish salary scales.
 3. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board which is not inconsistent with this contract.
 4. He/she shall not hear any grievance previously barred from the scope of the grievance procedure, but shall determine whether the grievance is barred.
 5. More than one (1) grievance may not be considered by the arbitrator at the same time, except upon expressed written mutual consent of the parties.
 6. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
 7. He/she shall have no power to interpret state or federal law.
 - J. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the time limits specified, or leave the employ of the Board (except a claim involving remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
 - K. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations except by mutual consent or by order of the arbitrator.
 - L. A grievance may be withdrawn at any level without prejudice.
 - M. If a grievance involves more than one (1) employee, the Association may bypass Level One and proceed directly with the written grievance presented at Level Two.
 - N. If the Board disputes the arbitrability of the grievance, the arbitrator shall be requested to first rule on the arbitrability of the grievance and if he rules that it is not arbitrable, the grievance will be terminated.

ARTICLE 8 - DISTRICT RIGHTS

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Fowler Public School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration and not by way of limitation, the following:
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business 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 extra 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 the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including the subcontracting thereof, the automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
 5. Adopt rules and regulations regarding the job performance of employees as governed by the evaluation process.
 6. Determine the qualifications of employees, including physical conditions.
 7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 11. Determine the policy affecting the selection, testing, evaluation or training of employees providing such selection shall be based upon lawful criteria.

- B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE 9 - EMPLOYEE REPRESENTATION

- A. The Association shall be represented in the grievance procedure by the Stewards' Committee, the members of which shall be chosen by the Fowler ESP Association.
- B. The Association shall keep an up-to-date list of the names of the Stewards' Committee and shall furnish the Employer with a copy of same.
- C. The Stewards' Committee shall process grievances at all levels of the procedure. The Vice President of the Association may participate in the grievance procedure at the level of Step 3. It is agreed that at any step, either the Association or the Employer may request participation of the MEA Uniserv Director.
- D. The Stewards' Committee, during their working hours, without loss of pay may, upon mutual arrangement with the management, present grievances. Work time lost in the presentation of grievances shall be made up without pay during the same pay period if possible and, if not possible, not later than the following pay period.

ARTICLE 10 - ACCESS BY MEA REPRESENTATIVES

Association representatives may visit the employees at break times during working hours for the purpose of representing employees. Such visits will be conducted in a professional manner and representatives will not disrupt or interfere with the education of students or the performance of work by employees. Association representatives may visit Employer representatives by appointment at reasonable times during business hours for the purpose of representing employees. When an employee requests the presence of an Association Representative, the meeting will not be held until the Association Representative can be present.

ARTICLE 11 - ASSOCIATION BUSINESS AND USE OF FACILITIES

- A. The Board shall provide a total of two (2) days per year to the Association President or his/her designee to participate in Association business. The Association shall reimburse the Board for the cost of obtaining substitutes at the Board approved rate. Request for absence will be submitted to the Superintendent at least one (1) calendar week in advance of the scheduled absence, except in the case of an emergency. Association business days may be taken in single day increments.
- B. The Association President or his/her designated alternate shall have access to and use of a telephone. The Association shall be responsible for charges resulting therefrom, excepting local calls. The Association shall have the right to post notices of activities

and matters of Association concern on a bulletin board in each building or facility where bargaining unit members' work.

- C. The Association shall be permitted to use school facilities for its meetings upon proper application on the standard forms used for requesting room reservations.
- D. The Association President shall be provided a copy of Board of Education agendas and minutes (including committee minutes), at the time they are originally disseminated. Upon request, the Association President will be provided other materials subject to the Freedom of Information Act or materials necessary for administration of or bargaining of this Agreement.
- E. Association members will be provided the District's Acceptable Use Policy on the first workday of the school year and shall abide by the Policy as it relates to the use of the Internet and Email.

ARTICLE 12 - NEGOTIATIONS PROCEDURE

- A. The parties will cooperate in arranging meetings, furnishing necessary information, and otherwise constructively considering and resolving any matters of common interest.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party, and each party may select its representatives from within or outside the area. It is recognized that no final agreement between the parties may be executed without ratification by the membership of the Association, and approval by the Board.

The parties mutually pledge that representatives selected by each shall have necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to ratification and approval as noted above.

- C. Bargaining unit employees will be represented in negotiations by the Association Negotiating Committee. The membership of the Association Negotiating Committee shall be determined by the Association. In the event the Association deems it necessary to have additional bargaining unit member(s) present during a specific negotiating session, the Association will notify the Superintendent thereof and said person(s) shall be entitled to attend the session. The Employer agrees that bargaining unit members engaged in negotiation during their work shift shall be entitled to release time without loss of pay, which time shall be made up without pay during the same pay period if possible, and if not possible, not later than the following pay period.

ARTICLE 13 - SPECIAL CONFERENCES AND LIMITATIONS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Neither party

shall have the unqualified right to demand bargaining regarding items not contemplated by the parties during the life of the Agreement.

- B. The parties recognize, however, that from time to time, there may arise matters or questions which are either not completely resolved by the terms of the Agreement, or which are not contemplated by the Agreement, but, regarding which the parties, having a mutual interest in promoting calm, rational and reasonable relationships between the management and the union, may determine that union/management discussions are in order. Matters of common concern may be subject to negotiation during the period of this Agreement upon request and mutual agreement of both parties.
- C. At the request of either the management or the union, the President of the Association and the Superintendent will meet, discuss whatever the issue brought forth is, and determine whether it would be productive to call a Special Conference. If there is mutual agreement to call such a conference, an agenda shall be prepared with the items mutually placed there for discussion listed and a date agreed upon for the Conference.
- D. Health and Safety matters are specifically recognized as appropriate subjects for Special Conferences.
- E. If any agreements are reached during a Special Conference, they shall be reduced to writing and, if necessary, submitted to the Board and Union members for their consideration and approval at the earliest practical opportunity.
- F. Unless otherwise specifically agreed upon by both parties, there shall not be more than four (4) representatives of the Union or the Management authorized to participate in the Special Conference. The specific persons to be authorized to represent either the Board or the Union at Special Conferences is within the discretion of the party being represented.
- G. When Special Conferences result in supplemental agreements which constitute amendment to this Agreement, such agreements shall be subject to ratification by the Board and Union membership and shall, thereafter, be attached to and made part of this Agreement.

ARTICLE 14 - DISCIPLINE

- A. The discipline of non-probationary employees shall be for just cause only.
- B. The parties subscribe to the principle of corrective, progressive discipline in appropriate cases.
- C. Prior to the imposition of disciplinary action, the Employer shall provide a warning to employees and counsel the affected employee as to the nature of the offense and the way to correct it. The parties further recognize some offenses are of such a nature that the imposition of greater disciplinary action may be appropriate. Consequently, both parties agree that the warning may be issued in conjunction with other steps of progressive discipline.

- D. Where disciplinary action is necessary, the principle of corrective discipline may include any of the following: Verbal Reprimand, Written Reprimand, Suspension (paid), Suspension (unpaid), Discharge. The parties recognize that some circumstances (charges) are of such a nature that not all steps of the corrective discipline procedure may be appropriate. Examples of such charges (but not necessarily limited to these) might be where immediate action is necessary to protect the welfare of students, other employees, or the employee in question.

The parties recognize that proven charges of any of the following shall constitute just cause for discipline up to and including discharge:

1. Unsatisfactory performance or incompetency;
2. Personal misconduct on the job;
3. Persistent violations of policies, regulations, laws and work rules;
4. Insubordination;
5. Neglect of Duty.

The parties recognize that the foregoing list does not necessarily exclude other proven charges which may be asserted by the Employer.

- E. Should it be necessary to discipline an employee, the discipline shall be issued in private, unless there are extraordinary circumstances involving the immediate health or safety of the employee or others.
- F. The employee shall be notified by the management when required to attend a meeting with the management that the meeting is for the purpose of levying discipline on the employee or that discipline could occur as a result of the meeting, if such is the case. The employee is entitled, at the employee's option, to have a Union representative present during such meetings. Whenever possible, no such meeting shall occur more than ten (10) working days from the time management has knowledge of the incident except where the employee or employer requests postponement. Further meetings may occur later.
- G. All disciplinary actions involving non-probationary employees shall be subject to the grievance procedure. The employee may also seek such other legal remedy as may be available to him/her upon the employee's election.
- H. Upon reasonable request, an employee may review his/her personnel file.
- I. The private and personal life of any bargaining unit member is not within the appropriate concern of the Board, except as it may affect the employee's work performance.

ARTICLE 15 - PROMOTION, TRANSFER

- A. An employee who meets the minimum qualifications for a vacant position shall be given the opportunity to apply for and be considered for a vacancy. "Qualifications" shall mean education, training, experience in the Fowler Public Schools, written evaluations as provided in Appendix A (Employee Evaluation Form), physical and mental ability. "Ability" is defined as the capacity to do the required tasks without additional training.

- B. A notice of each vacancy and the necessary qualifications will be posted on the Association bulletin boards not less than five (5) working days prior to filling the vacancy. The posting shall include the minimum qualifications which are related to the duties of the position. Any qualified employee regardless of classification, may apply in writing for the vacancy. Past on-the-job work experience will be taken into consideration to promote employee advancement. The Employer may remove vacancy notices after they have been posted for five (5) working days. Vacancies shall be awarded within thirty (30) calendar days of the posting during the school year and within sixty (60) calendar days of the posting during the summer break.

When school is not in session, vacancy postings will be mailed to bargaining unit members' home addresses if the employee has previously indicated in writing an interest in a vacancy in the classification in which the vacancy exists. The Association President will be mailed a copy of all summer postings.

- C. If two (2) or more employees who are qualified for a position apply for a vacancy, the senior employee will be awarded the position unless a more junior applicant is significantly better qualified.
- D. A vacancy is defined as a bargaining unit position resulting from a newly created job or one caused by discharge, quit, retirement, death, or permanent transfer of an employee, which the employer intends to fill. Any position, which the employer intends to fill, shall be posted no later than ten (10) work days after the position has been vacated.
- E. The Employer will also post temporary positions caused by leaves of absence that are expected to last longer than forty-five (45) calendar days.

Qualified internal applicants shall be given first consideration when filling the temporary vacancy. When the employee on leave of absence returns to work he/she shall be returned to his/her former position or to a similar (same classification, equal or more hours) if the former position is no longer available. The employee filling the temporary vacancy shall be entitled to his/her former position, or to a similar position (same classification, equal or more hours) if the former position is no longer available. The awarding of temporary positions will be performed in accordance with Section C. above pertaining to vacancies.

- F. When extra hours (non-overtime work; non-substitute work) become available, such hours shall be offered on a seniority basis to the employee(s) in the classification who do not have a full schedule. In order to receive such hours, the employee must possess the skills necessary to perform the duties involved. The extra hours must not conflict with the employee's current schedule.
- G. At least five (5) work days prior to the beginning of each school year, a tentative work schedule of aides will be established. To the extent practical aides will be assigned according to seniority, qualifications, and skills necessary to perform the duties of the position with the more senior aides assigned to the longest work day and work week.
- H. In the event the District elects to replace aides who are absent on a given day, the following procedure will apply:

1. Another regularly assigned aide will be assigned to a portion of the a.m. and/or p.m. assignment of the absent aide which does not conflict with the regular aide's daily schedule.
 2. This provision will not require the complete schedule of the absent aide to be reassigned.
 3. Assignments under this provision are mandatory for the employee.
 4. This provision will not prohibit the assignment of a non-bargaining unit substitute to cover periods of time in which the regular employee is assigned to his/her regular position.
 5. Schedules for breaks and lunches on such days will be designated by supervision as may be necessary.
 6. This provision shall not apply in instances where the employee reports an absence after 6:30 a.m. the day of the absence.
- I. In the event the District elects to utilize a substitute in the absence of the librarian and a non-certified substitute is going to be utilized, the following procedures will be utilized:
1. A library aide will be assigned to a portion of the a.m. and/or p.m. portion of the librarian's schedule which does not conflict with the library aide's regular daily schedule.
 2. This provision will not require the complete schedule of the absent librarian to be reassigned.
 3. Assignments under this provision are mandatory for the employee.
 4. This provision will not prohibit the assignment of a non-bargaining unit substitute to cover periods of time in which the regular employee is assigned to his/her regular position.
 5. Schedules for breaks and lunches on such days will be designated by supervision as may be necessary.
 6. This provision shall not apply in instances where the employee reports an absence after 6:30 a.m. the day of the absence.
- J. An employee may request to be considered for substitute work in any classification and shall be given first consideration in awarding substitute work, provided he/she is qualified to do the work per Section A.

ARTICLE 16 - SENIORITY

- A. Seniority is defined as continuous, uninterrupted bargaining unit employment in a classification beginning from the initial day of work in that classification.
- B. Time on layoff shall not count toward accrued seniority, but shall not constitute a break in continuous employment.
- C. Seniority shall accrue, up to one (1) year while on paid leaves of absence. Time on paid leaves of absence shall not constitute a break in continuous employment.
- D. Seniority shall neither be accumulated nor lost during unpaid leaves of absence. Time on unpaid leaves of absence shall not constitute a break in continuous employment.
- E. Temporary periods of employment prior to assuming a bargaining unit position shall not count toward seniority accumulation unless the temporary period was continuous prior to assuming the bargaining unit position. If an employee's temporary period was continuous prior to assuming the bargaining unit position, the employee shall be awarded the regular pay for the position, retroactive to no more than sixty (60) calendar days from the temporary date of hire.
- F. One (1) seniority list shall be maintained for all bargaining unit employees. This list will equate all employee service from the last date of hire in a classification. The seniority list will rank employees by classification, from the individual with the least amount of service to the individual with the most amount of service. This list shall be updated once annually by July 1. The Employer shall provide the Association with the complete seniority list at each issuance. In the event no objections are received within twenty (20) working days from issuance, the list shall be considered final and binding.
- G. Individual bargaining unit members having the same seniority date shall participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a time and place which will reasonably allow affected bargaining unit members and local Association officers to attend.
- H. Upon resignation or discharge, all seniority shall be lost. Leaving the bargaining unit to assume a supervisory position with the Employer shall constitute a loss of bargaining unit seniority, unless the employee returns to the bargaining unit within two (2) years, in which case seniority shall not accrue during the period of supervisory employment.
- I. Seniority does not include periods of employment with the Employer in non-bargaining unit positions.
- J. A day worked by a regular employee shall count as one (1) day of seniority regardless of the number of hours worked during that day.
- K. An employee who voluntarily transfers from a classification retains his/her seniority in that classification accrued up to the date of transfer. Seniority is neither lost nor gained in the previous classification unless and until the employee returns to that classification(s). The employee in the new classification(s) shall retain the use of his/her

seniority from the previous classification(s) for purposes of layoff and recall described in Article 17 of this Agreement.

- L. Seniority of the employee voluntarily transferred into a new classification begins to accrue on the date of transfer into the new classification. This seniority is used for promotion and transfer in the new classification.

ARTICLE 17 - LAYOFF AND RECALL

- A. Each employee shall be retained, laid off or recalled to work in accordance with seniority.
- B.
 - 1. For purposes of layoff, employees shall be arranged by classification seniority. When it becomes necessary for the Employer to lay off employees, the least senior employee in the classification shall be laid off first provided more senior employees are qualified to perform the work.
 - 2. An employee identified as laid off from one classification may bump the least senior person in another classification for which the identified laid off person is qualified as defined in Article 15, Section A.
 - 3. During a layoff within a classification, an employee within the classification may volunteer to be laid off out of order of seniority. Employees taking a voluntary layoff will only be eligible for reemployment through the recall procedures and limitations set forth in Section D.
- C.
 - 1. Recall shall be in the inverse order of layoff provided the employee is qualified. Recall shall be effective, however, only after active employees have had the opportunity to apply for vacant positions as specified in Article 15.
 - 2. Recall rights shall be limited to a period of thirty-six (36) months from the effective date of the employee's layoff.
- D. Employees on layoff status shall, if the employee indicates his/her desire in writing to the Employer, be placed on a list maintained by the Employer for substitute work. In the event that substitute work becomes available within an employee classification from which an employee was laid off, the work will be offered to those on the list on a rotating basis. Employees on layoff shall be added to the list maintained by the Employer in order of receipt of written request. Qualified employees may request placement on the list for substitute work in more than one (1) classification.
- E. Employees will be given two (2) weeks notice of layoff.

ARTICLE 18 - ORIENTATION

- A. The Employer shall be responsible for providing an adequate orientation program which acquaints each employee with Employer's procedures, and familiarizes and informs the employee as to his/her general duties and responsibilities. Said program shall cover all

major aspects of the work assignments, concentrating specifically on the position the employee will hold.

- B. All probationary employees shall participate in the orientation program.
- C. Orientation shall occur during regular working hours and probationary employees shall be paid at their regular hourly rate for their participation.
- D. An employee who is temporarily transferred from one work assignment to another or, through layoff/recall, moves to a different position or building, shall be provided adequate orientation for such new assignment.

ARTICLE 19 - PAID LEAVES OF ABSENCE

- A. Paid leaves of absence, for the purpose of this Agreement, shall be jury duty, bereavement leave, sick leave days, personal business days, and vacation.
- B. During said leaves, the employee shall accumulate seniority.

JURY DUTY

1. An employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. In order to receive payment, the employee must furnish proof of jury attendance.
2. The employee will give the Employer notice of his/her call for jury duty. Jury duty shall be counted as time worked.
3. An employee who is subpoenaed to testify during their regularly scheduled work hours in any judicial or administrative matter connected with the Employer or the Board, in which the employee is not a party, shall receive his/her full salary for such time. It is expressly understood that this provision shall not apply in the event the employee is subpoenaed to testify against the Employer or the Board.

A leave of absence will be granted to an employee called for jury service. The Board shall pay an amount equal to the employee's daily salary (not including travel allowances or reimbursement of expenses) for each day on which the employee reports for or performs jury duty on which he/she otherwise would have been scheduled to work.

An employee who is subpoenaed to testify as a witness in any civil or criminal action not related to the employee's status or not connected to the Board (during their regularly scheduled work hours), in a case in which the employee is not the moving party, shall receive his/her full wages for such time.

4. Whenever practicable and notwithstanding the then existing schedule of work of other employees, an employee while on jury duty will be assigned to the day shift.

5. An employee on jury duty or serving as a witness shall keep mileage and meal reimbursements.

D. BEREAVEMENT LEAVE

1. An employee may take a maximum of five (5) paid bereavement days, to be deducted from sick leave for each death in the immediate family which shall be interpreted as mother, father, mother-in-law, father-in-law, husband, wife, children, brother, sister, brother/sister in-law, grandchildren and people living in the employee's household. Such days need not be consecutive if funeral services are held at a later date.
2. An employee may take a maximum of two (2) paid bereavement days, to be deducted from sick leave for each death of the following deaths: aunt, uncle, niece, nephew, grandfather or grandmother, and grandparents-in-law. If travel is involved in excess of two hundred (200) miles away, the employee shall be granted up to two (2) additional days.
3. An employee may take one bereavement day to be deducted from sick leave, for attendance at the funeral of a person outside the immediate or extended family, with the approval of the Superintendent.
4. Upon approval of the employee's immediate supervisor, the employee may use other paid days off to augment bereavement leave when bereavement leave is exhausted.

E. SICK LEAVE

1. Sick leave shall be granted to employees on the basis of twelve (12) days (bus driver, 24 units) per year credited at the start of the work year. A sick leave day equals the normal work day of the employee at the time the leave is taken.
2. Unused sick leave shall accumulate to a maximum of 135 days (bus drivers, 270 units). Effective July 1, 2007, unused sick leave shall accumulate to a maximum of 140 days (bus drivers, 280 units).

Employees in split positions shall be granted sick leave credit for time worked in each position. Such time shall be separated to represent the accumulation of sick leave for each position and reported to the employee at the beginning of the school year and thereafter on his/her paycheck. It is understood that only one accumulated balance of sick leave is reportable on the paycheck. Employees earning more than one form of sick leave credit (units and days) shall receive notice with his/her paycheck whenever a change in the accumulated balance occurs for the sick leave credit which is not regularly reported on the paycheck.

3. (Bus drivers only) Where bus drivers have three (3) runs regularly assigned, the driver shall be awarded three (3) units per regular sick day with a maximum accumulation [during any time when the driver has three (3) runs regularly

assigned] of 405 units. Effective July 1, 2007, the units awarded for bus drivers having three (3) regularly assigned runs shall increase to 420 units.

4. Sick leave may be used for illness in the immediate family as defined below and for illness/disability of the employee.
 - a. The immediate family shall be defined as spouse, children, stepchildren and anyone living in the employee's home who is dependent upon the employee for care.
 - b. An employee whose parents are critically ill shall be permitted to use sick days in order that the employee may be present during critical periods.
5. For any employee with ten (10) or more years of continuous uninterrupted service, as defined in this Agreement, in the District, the employee shall be paid for unused leave time at retirement based on the following schedule:

<u>Years of Service</u>	<u>Amount/Day</u>
10-14	\$10.00
15-19	\$11.00
20-24	\$12.00
25-29	\$13.00
Effective July 1, 2007:	
30 or more	\$14.00

- a. Payments under Section 5 will be made to employees who retire or resign. Payment shall be made within two (2) weeks of the effective date of the employee's retirement or resignation. No special payroll will be run.
 - b. In the event the employee becomes deceased, payment of this benefit shall be made to the employee's designated beneficiary.
6. The Board may adopt reasonable policies and procedures relative to deadlines for calling in sick.
7. Sick leave may be used for medical or dental appointments or examinations which cannot be reasonably scheduled outside duty time.
8. Sick leave may be used in increments of one-half (1/2) work days or in the case of bus drivers, one (1) unit. In the case of employees regularly scheduled to work more than six (6) hours per day, other arrangements for partial day use in two (2) hour increments may be made with the employee's immediate supervisor. If school is not in session on a requested leave day, such time will not be charged against the employee's sick leave. If an employee is charged for more leave time than actually paid for due to an abbreviated work day, the employee will meet with his/her supervisor to work-out an arrangement for regaining the time charged against the employee.

9. Employees will not routinely be required to arrange for a substitute when calling in sick.
10. An employee, who has not used any sick days during a semester of the school year, except for days taken for bereavement of an immediate family member, will be compensated with one (1) day of the employee's daily wage. Immediate family is defined as spouse, children, stepchildren and anyone living in the employee's home who is dependent upon the employee for care. An employee, who does not use any sick days during the entire school year, will be compensated with a total of three (3) days of the employee's daily wage.
11. Sick Bank - Employees may donate days from their accumulated sick leave to another employee who has exhausted his/her accumulated sick leave due to a previous or current long-term illness. The donation of days shall be for the express purpose of sustaining the employee's sick leave until such time as he/she can qualify for disability under Social Security, Workers Compensation, or as provided in Article 32, Section A-4. A written authorization signed by the donating employee shall be sent to the Superintendent and a copy to the Association. Employees donating sick days shall not be eligible to receive perfect attendance compensation for that semester. The Association shall be responsible for keeping track of the donated sick days.

F. VACATION

1. All full-time year-round employees, after one (1) year of employment, shall be granted vacation with pay on the basis of the following schedule:

<u>Seniority</u>	<u>Vacation Allowance</u>
After 1 year	5 days total
After 2 years	10 days total
After 5 years	13 days total
After 10 years	15 days total
After 15 years	20 days total
After 20 years	25 days total

2. Eligible employees scheduled to work less than fifty-two (52) weeks, will receive a prorated portion of the vacation allowance based upon his/her scheduled days of work in relationship to a 260 day work schedule. For example, an employee working 240 days would receive ninety-two percent (92%) of the allowance.
3. Vacation shall be computed at the employee's regular straight time rate.
4. In the event of death of an employee, an allowance for earned vacation prorated to the nearest month of service will be added to any pay due the employee at the time of death and disbursed to the employee's estate.
5. Upon separation of employment, the employee shall be paid for all earned but unused vacation time at the employee's current rate of pay.

6. If an employee becomes ill while on vacation or prior to, his/her vacation shall be rescheduled to the extent of days of illness and those days of illness shall be deducted from accumulated sick leave.
7. If a holiday occurs during the vacation period of the employee, such employee shall, at the employee's option, either receive an additional day's vacation with pay or shall be paid for that holiday in addition to his/her vacation pay.
8. Vacation days normally will be taken between July 1 of the year credited and August 31 of the following year. They shall not be carried over beyond August 31 of the following year unless specifically approved by the Superintendent. Dates of vacations must be approved by the Superintendent, but such approval will not be arbitrarily withheld. To the extent possible, all vacations will be scheduled so as not to conflict with the normal operations of the District.

G. PERSONAL BUSINESS DAYS

1. Each employee shall be entitled to two (2) non-accumulative personal business days. All part-time employees shall be entitled to personal business days at the same rate as provided above in proportion to time actually worked.

Full time eleven and twelve (12) month employees shall be entitled to three (3) non-accumulative personal business days.

2. Personal business days may be used in one-half ($\frac{1}{2}$) day increments, and in the case of Bus Drivers, one (1) unit.
3. The employee shall make arrangements for personal business days with his/her supervisor as far in advance as possible, but in any event no less than twenty-four (24) hours in advance, unless in case of an emergency.
4. Personal business days shall not be accumulative, but unused days will be added to sick days, or to vacation days if the employee is at the maximum accumulation of sick days.
5. Personal business days are to be used only to attend to matters of an urgent and critical nature, dealing with the domestic, financial or legal affairs of the employee or the employee's household, which requires their personal attention and cannot be attended to at a time outside normal working hours (not including, for example, outside employment or volunteering, or recreation). Personal business days shall not be granted the scheduled work day prior to or following a vacation, recess, holiday or break period, nor the first or last week of the school year, unless otherwise approved.

ARTICLE 20 - UNPAID LEAVES OF ABSENCE
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- A. An unpaid leave of absence shall be time off from the job of up to twelve (12) months without pay and with the right to reinstatement to the employee's former position and

classification, if it exists, or to the first available position in the classification to which the employee's seniority and qualifications would entitle him/her.

- B. During an unpaid leave of absence, an employee does not lose or accumulate accrued benefits (such as sick leave, personal leave, or holidays), and shall not lose or accrue additional seniority.
- C. An unpaid leave of absence shall be an educational leave, a health leave, an Association leave, an emergency leave, or parental leave. A written application for such leave shall be made by or for the employee to the Superintendent.

D. **MILITARY LEAVE**

To the extent provided by law, military leaves of absence shall be granted to any employee in the Fowler Public Schools who shall be inducted or who enlists for military duty to any branch of the Armed Forces of the United States. Employees on military leave shall be given the benefit of any increments, seniority and sick leave allowance which would have been credited to them had they remained in active service to the school system during the period of their military service. Provisions of this leave are also applicable to the obligations of the National Guard which would demand time away from an employee's position.

Nothing in this provision is intended to confer upon an employee any rights in excess of those provided under the Uniformed Services Employment and Re-Employment Rights Act (USERRA) or its successor legislation.

E. **EDUCATIONAL LEAVE**

- 1. The employee, upon written application, may be granted an educational leave of absence without pay to pursue an education in their area or a related field up to one (1) year.
- 2. Such leave may be extended upon application to the Superintendent.

F. **HEALTH LEAVE**

- 1. An employee who is unable to work because of personal illness/injury, and has exhausted all his/her sick pay under Article XIX shall be granted a leave of absence without pay upon written request and furnishing the Employer with a statement from a physician of the necessity for such absence.
- 2. The health leave of absence shall be for the period of disability, but not to exceed twelve (12) months, unless extended by mutual written agreement between the employee and the Superintendent. The Employer may require a statement from a physician of the necessity for the continuation of such absence.
- 3. An employee returning from health leave must give two (2) weeks notice of his/her intention to return to work.
- 4. Health leave will run concurrently for those eligible for FMLA leave.

G. LEAVE FOR ASSOCIATION BUSINESS

Any member of the Association elected to an official Association position or selected by the Association to perform duties which require him/her to leave regular employment, may at the written request of the Association, be granted a leave of absence without pay not to exceed one (1) year or the term of office, whichever may be shorter.

H. EMERGENCY LEAVE

An employee shall be granted, upon application to the Superintendent, an emergency leave of not more than ten (10) work days to resolve personal matters for which there is not another specific unpaid leave, or when paid leave which would apply to the situation the employee faces has been exhausted.

I. PARENTAL LEAVE

1. An employee shall be granted an unpaid leave of absence for up to one (1) year for the purpose of bearing and care of a newborn or care of a newly adopted child.
2. Parental leave will run concurrently for those eligible for FMLA leave.

J. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its applicable regulations.

ARTICLE 21 - HOLIDAYS

A. Full time employees within the bargaining unit shall be entitled to the day off with pay on the following holidays:

New Year's Day	Independence Day	Day after Thanksgiving
Good Friday*	Labor Day	Day before Christmas
Memorial Day	Thanksgiving Day	Christmas Day
New Year's Eve Day		

*if school is not in session

- B. If a holiday falls on Saturday, it will be observed on Friday. If a holiday falls on a Sunday, it will be observed on Monday.
- C. The employee required to work on a holiday shall be paid at the regular rate of pay for all hours worked in addition to his/her regular pay for the holiday.
- D. Each full-time employee not required to work, will be paid for his/her regular hours at his/her regular pay rate for each of the above enumerated holidays.

- E. If a holiday occurs within the employee's vacation period and he/she is absent from work because of vacation, the employee, at his/her discretion, shall be paid for that holiday in addition to his/her vacation pay or receive an additional day off with pay. Either option must be requested with at least two (2) weeks' advance notice before the time the holiday will occur. If no election is made the employee shall be paid regular pay for the holiday and no deduction from accumulated vacation leave shall be made for the holiday.
- F. In order to receive holiday pay, the employee must have worked his/her last scheduled work day before and his/her first scheduled work day after the holiday or have been on paid leave.

ARTICLE 22 - HEALTH PROGRAM

- A. Whenever the Employer shall require a physical examination of an employee, such examination shall be provided by the Employer without cost to the employee.
- B. The Employer shall make arrangements for employees to receive free health tests and/or immunizations (relevant to the employees' employment) which are given at the work site by health agencies. In the event that said free relevant health tests and/or immunizations are given away from the work site only during an employee's working hours, the employee may make arrangements, where possible, with the Employer in advance to leave work for the purpose of obtaining said tests and/or immunizations and make up the work time later.
- C. The Employer shall assist in procuring emergency treatment for any serious illness or job-related injury which manifests itself during work hours by notifying the appropriate emergency service.
- D. Upon the recommendation of the employee's physician, the employee shall be allowed to work a light duty or restricted assignment provided that job responsibilities can be completed by the temporary reassignment of some duties to other employees in the same classification. The Employer shall not be required to implement such light duty or restricted assignment unless there is reasonable assurance from the employee's physician that the employee will be able to return to full-load duty within four (4) weeks of the initiation of the light duty/restricted assignment. If the employee does not return to full-load duty with physician approval after four (4) weeks, the light duty or restricted assignment may be extended by the Employer. Nothing contained in this provision shall be construed to conflict with or supersede applicable state and/or federal laws and/or regulations.

ARTICLE 23 – WORKERS' COMPENSATION

All employees shall be covered by the applicable Workers' Compensation laws. An employee granted Workers' Compensation benefits shall, after receipt of such benefits, be paid the difference between the employee's regular compensation and the amount received from Workers' Compensation which shall be deducted from the employee's personal accumulated

sick leave days until such days are exhausted. The sick day deduction shall be prorated at a fractional basis in proportion to the actual amount paid per day by the Board.

ARTICLE 24 - HOURS OF WORK

- A.
1. Each full-time custodian who normally works a schedule of eight (8) consecutive hours per day shall be entitled to receive one (1) fifteen (15) minute paid work break and one (1) half-hour (1/2) unpaid meal break to be scheduled with his/her supervisor. Each full-time custodian who normally works a schedule of eight (8) total hours per day with at least a one (1) hour interruption in work hours during the day shall be entitled to either one (1) fifteen (15) minute paid work break or one (1) half-hour (1/2) unpaid meal break to be scheduled with his/her supervisor.
 2. Each aide who works four (4) or more consecutive hours and is scheduled through lunch meal time (11 a.m. - 1 p.m.) shall be entitled to receive a one-half (1/2) hour unpaid lunch break to be scheduled with his/her supervisor. Each aide who works four (4) or more consecutive hours and is scheduled through lunch meal time (11 a.m. - 1 p.m.) and who works four (4) or more consecutive hours without a meal break shall be entitled to receive a fifteen (15) minute paid work break in addition to a one-half (1/2) hour unpaid meal break. Each aide who works four (4) or more consecutive hours but is not entitled to the above unpaid lunch break shall be entitled to receive a fifteen (15) minute paid work break.
 3. Food service employees who are scheduled to work four (4) or more hours of continuous work per day shall be entitled to receive a fifteen (15) minute paid work break to be scheduled with his/her supervisor. Employees shall remain on the premises during a paid break unless excused by the supervisor. When a food service employee is assigned to substitute for the Cook/Manager, the employee shall be entitled to an additional paid fifteen (15) minute work break provided the assignment requires the employee to work at least two (2) hours beyond his/her regular daily schedule.
 4. Each full-time secretary who normally works six (6) or more hours per day and does not take a meal break shall be entitled to receive a fifteen (15) minute paid work break to be scheduled with his/her supervisor. Each full-time secretary who normally works eight (8) hours per day shall be entitled to receive both a fifteen (15) minute paid work break and a one-half (1/2) hour unpaid meal break to be scheduled with the supervisor. Election of an unpaid lunch shall not result in an extension of the paid work day.
 5. A paid work break may be taken in lieu of an unpaid lunch break by eligible custodians, secretaries or aides upon mutual agreement between the employee and his/her supervisor.
- B. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by the city, county or state

health authorities, may be rescheduled as provided in the calendar to ensure that there are the state required days of actual student instruction for the purpose of receipt of state aid. Employees, except custodians and secretaries, will not be required to report for work and will receive their regular pay for any days which do not have to be rescheduled. If a day must be rescheduled, the employee will receive his/her regular pay and will not be required to report for work on the cancelled days, but will be required to report for work on the rescheduled day without additional compensation. Full-time custodians and secretaries will be required to report to work, but may leave their post early without loss of pay on such cancelled days if, in view of their supervisor, the custodians' and secretaries' duties are completed. Secretaries and custodians will receive one inclement weather day with the approval of the supervisor. Such days will not accumulate. The days may be used in one-half day increments. If the inclement weather day is not used, then the employee shall receive the equivalent of one day's pay. Part-time custodians and secretaries will be called in as necessary and paid for hours actually worked. Bus drivers are expected to respond to calls for emergency school closing. However, no bus driver shall be penalized by being required to pay a substitute if the driver cannot be reached or informed of a school closing. On scheduled days of student instruction which start late because of inclement weather, fires, etc., aides are required to report fifteen (15) minutes before the students. Employees shall be paid their regular hours on late start and early release days, which are due to conditions as described in this Section.

- C. Each employee will, at the beginning of each school year (not later than the third week of school) be informed of his/her daily "regular work hours." Employees shall, thereafter, be paid on the weekly total of such daily regular work hours as reflected on a simplified timesheet which may be required each week or pay period consisting of a certification statement that the employee worked (or expects to work) the regular hours unless actual hours are different, in which case the employee will record actual time worked. All such time beyond the daily regular work hours shall be paid at regular rates unless the total of time worked for the week exceeds forty (40) hours. If the employee is temporarily assigned for, or is substituting for, another employee, the employee shall be paid his/her regular hourly rate or the Board established substitute rate for the second position, whichever is higher. Provided, however, bus drivers subbing outside their classification shall be paid the sub-rate of the classification they are subbing in. The sub rate for all bargaining unit positions (except bus drivers) shall be ninety percent (90%) of the step one (1) rate for that classification. The sub rate for bus drivers shall be ninety percent (90%) of the step one (1) rate for a bus run.
- D. Employees, when requested to drive their automobile in the discharge of their duties, or when requested to do so by the appropriate supervision, shall be reimbursed for the actual miles driven at the IRS rate.
- E. The parties agree that it is not the normal expectation that members of this bargaining unit will have available a private automobile or vehicle to use as part of the fulfillment of the employee's duties. No penalty or discipline may be imposed on any employee who does not have such private transportation available for use in their employment.
- F. All time worked over forty (40) hours in one (1) work week (defined as 12:01 a.m. Monday - Midnight Sunday) shall be considered as overtime and shall be paid to employees at the rate of one and one-half (1 1/2) times (x) the employee's regular

hourly rate. All overtime compensation whether paid in hourly rates or in compensatory time must be completed in payment to the employee within the two (2) week pay period in which it was earned.

G. SPECIAL TRIPS - BUS DRIVERS ONLY

Special trips shall be defined as either Athletic or Non-Athletic.

1. Athletic trip assignments will be filled using seniority as the primary criterion. Assignments shall be made on an annual basis. A driver may elect an athletic run for more than one (1) season if the opportunity exists. The runs shall be offered prior to the beginning of the school year.

FALL RUNS

Football - Varsity and Junior Varsity
Girls Basketball - Varsity and Junior Varsity
Girls Basketball - Middle School
Cross Country
Girls Basketball - 9th Grade (possible)

WINTER RUNS

Boys Basketball - Varsity and Junior Varsity
Volleyball - Varsity and Junior Varsity
Boys Basketball - Middle School
Boys Basketball - 9th Grade (possible)

SPRING RUNS

Baseball/Softball
Track

2. Non-athletic trips (fan busses, band trips, school field trips, etc.) shall be offered at least with five (5) days advance notice whenever possible and assigned on a rotational-seniority basis. Any trip that comes up will be offered to the driver with high seniority. The driver may elect or decline (pass) on that trip. In either case, the next available trip will be offered to the driver second on the seniority list. This will continue for all non-athletic runs until each regular driver has been offered a special trip. Then the choice will again go to the high seniority driver. Clarification: If a driver passes on a run, he/she then loses his/her turn.
3. An attempt will be made to equalize the opportunity for special trip hours for all regular drivers with a system using Opportunity Hours.
 - a. The hours generated on special trips will be counted towards the total Opportunity Hours whether the driver drives or refuses to drive the extra trip offered.
 - b. All athletic and non-athletic special trips will count. Substitute hours for regular runs will not be counted toward the Opportunity Hours.

- c. If a more senior driver has more Opportunity Hours than a less senior driver, the more senior driver will be passed over (at no penalty) until Opportunity Hours are nearly equal.
 - d. Example 1:
A driver refuses a three-hour (3) special trip during his rotation. These three (3) hours will be added to his Opportunity Hours.
 - e. Example 2:
Driver A is more senior than Driver B. Driver A has 35 Opportunity Hours; Driver B, 30. A four-hour (4) trip comes up. Driver A is passed over and retains 35 Opportunity Hours. Driver B is asked to drive because four (4) additional hours will still leave him/her with fewer Opportunity Hours than the more senior driver.
- 4. All special trips shall be authorized by a Request for Special Trip Form, signed by the person requesting the special trip and the Superintendent of Schools or his/her designee.
 - 5. Drivers who drive special trips shall clean the bus after the trip. The bus must be cleaned before the next regular run if time permits.
 - 6. Only drivers assigned special trip authorizations shall drive the bus to and from the destination stated.
 - 7. Drivers assigned to special trips shall fill out the "Special Trip Form" upon returning from the special trip.
- H. Bus drivers are encouraged to bring forward suggestions and recommendations for improving cost effectiveness, efficiency and run equalization of the bus system. Such suggestions and recommendations will be submitted in writing to the Transportation Supervisor and, at the driver's option, may be subsequently forwarded to the Superintendent.
 - I. Employees shall not be required to participate in meetings with a supervisor during break periods or during unpaid time.
 - J. When attending conferences, employees shall be paid their regular rate of pay for the approved hours of the conference and shall be reimbursed for actual miles driven at the IRS rate.
 - K. Employees shall be reimbursed for a one-time testing fee resulting from state or federal regulations, which require the employee to obtain or retain any licensure and/or certification. The employee must provide verification of successful test completion and a receipt for the testing fee. If such tests are only offered during working hours, the employee shall be excused with pay and with prior approval of the supervisor for those hours needed to attend and complete the testing. The employee shall be at work for any other portion of the day when he/she is not engaged in the testing.

ARTICLE 25 - BARGAINING UNIT MEMBER EVALUATIONS

- A. All observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.
- B. Each employee shall be informed in writing of the criteria which shall be applied by the Employer in evaluating the employee's performance. Such notice shall be provided annually, prior to any evaluation by the Employer.
- C. All evaluations shall be in writing, with a copy provided to the employee.
- D. If a supervisor believes that an employee is doing unacceptable work, the reasons shall be included in the evaluation and specific ways in which the employee can improve will be included in the written evaluation. Assistance to be provided to the employee in making such improvements will also be in the written evaluation.
- E. Employees may submit written comments to be attached to any employee evaluation which is performed by the Employer.
- F. A written evaluation shall be completed on each employee at the conclusion of the employee's probationary period. Failure to complete such an evaluation shall be deemed as evidence that the employee's work is satisfactory.
- G. The evaluation shall be on the approved form (Appendix A).
- H. Failure of the Administration to conduct an evaluation for a given fiscal year shall equate to a satisfactory evaluation for the employee.

ARTICLE 26 - TERMINATION OF EMPLOYMENT

Discharge of a non-probationary employee by the Employer shall be for just cause only and the employee shall have recourse to the Grievance Procedure as set forth in this Agreement.

ARTICLE 27 - RULES AND REGULATIONS

- A. The Superintendent or his/her designee shall provide the Association with a copy of all work rules and regulations which are issued in writing to employees, at the time of issuance.
- B. No work rules or regulations may violate any of the terms and conditions set forth in this Agreement.
- C. Each employee shall be generally responsible to one (1) supervisor, said supervisor to be assigned by the employer.

ARTICLE 28 - SUBCONTRACTING

- A. During the life of this Agreement, the Employer shall have the right to subcontract bargaining unit work in cases where there are no bargaining unit employees available to perform the work.
- B. Subcontracting shall not, however, be used to permanently displace any bargaining unit member, or to avoid recall of a laid off bargaining unit member.

ARTICLE 29 - SUCCESSORS CLAUSE

In the event that there is consideration of annexation, consolidation, or other reorganization with one (1) or more districts in whole or in part, the Board shall notify the Association in writing immediately. Upon request by the Association, the Board will meet with the Association to discuss the plans, and to receive input from the Association. Areas of discussion shall include, but not be limited to: seniority, wage scale, placement, transfers and employment by the successor Board. The Board will make reasonable efforts to assure the continued employment of all employees. Both the Board and the Association recognize that the Board may not have any legal authority or responsibility to assure the continued employment of Board employees in the event of annexation/consolidation, or other reorganization of the Employer.

ARTICLE 30 - SAVINGS CLAUSE

- A. The parties recognize that this Agreement is subject to the Constitution and laws of the United States and the State of Michigan.
- B. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and such Article, Section, compliance and/or enforcement shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.

ARTICLE 31 - WAGE SCALE -- FOWLER PUBLIC SCHOOLS

2005-06: 2%, effective July 1, 2005
 2006-07: 3%, effective July 1, 2006
 2007-08: 3%, effective July 1, 2007

Bus Drivers

*Regular Full Run a.m. and p.m. drivers employed after July 1, 1996

<u>Step</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	\$7,902	\$8,139	\$8,383
2	\$8,139	\$8,383	\$8,635
3	\$8,383	\$8,634	\$8,894
4	\$8,551	\$8,808	\$9,072
5	\$8,722	\$8,984	\$9,253
6	\$8,896	\$9,163	\$9,438

*All drivers employed prior to July 1, 1996 shall receive the following percentages based on their previous year's hourly rate:

2005-06	2.0% increase
2006-07	3.0% increase
2007-08	3.0% increase

<u>*Kindergarten – complete runs</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
	\$5,122	\$5,276	\$5,434

*These are "standard" rates based on the hours normally required for the school year. If normal operating hours are changed per route, the rates shall be adjusted accordingly.

<u>Extra runs</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
	\$11.15	\$11.48	\$11.83

Meals \$ 7.00 per meal. Higher allowances may be granted at the discretion of the Superintendent. Receipts are required.

The Board shall pay all testing charges, license fees and the cost of any physical examinations required of bus drivers in order to become, or remain eligible for employment as a bus driver. Any bus driver hired after July 1, 1989 who is not currently eligible to drive, will receive the above benefit in full provided the driver stays for four (4) years as a driver with the Board. If a newly employed bus driver leaves the employ of the District within four (4) years of the Boards' payment of the license requirements, the driver shall reimburse the Board in full for the costs.

Secretarial

Secretarial personnel employed after July 1, 1996

<u>Step</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	\$10.47	\$10.78	\$11.11
2	\$10.79	\$11.11	\$11.45
3	\$11.11	\$11.44	\$11.79
4	\$11.44	\$11.78	\$12.14
5	\$11.67	\$12.02	\$12.38
6	\$11.90	\$12.26	\$12.62
7	\$12.14	\$12.50	\$12.88

Food Service

Food Service employed after July 1, 1996

<u>Step</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	\$ 9.04	\$ 9.31	\$ 9.59
2	\$ 9.31	\$ 9.59	\$ 9.88
3	\$ 9.59	\$ 9.88	\$10.17
4	\$ 9.88	\$10.18	\$10.48
5	\$10.08	\$10.38	\$10.69
6	\$10.28	\$10.59	\$10.91
7	\$10.49	\$10.80	\$11.13

Food Service employed prior to July 1, 1996 shall receive the following:

2005-06	2.0% increase
2006-07	3.0% increase
2007-08	3.0% increase

Paraprofessionals

Employed after July 1, 1996, plus \$150 one-time payment for being highly qualified

<u>Step</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	\$ 9.04	\$ 9.31	\$ 9.59
2	\$ 9.31	\$ 9.59	\$ 9.88
3	\$ 9.59	\$ 9.88	\$10.17
4	\$ 9.88	\$10.18	\$10.48
5 New	\$10.08	\$10.38	\$10.69
6 New	\$10.28	\$10.59	\$10.91
7 New	\$10.49	\$10.80	\$11.13

Paraprofessionals employed prior to July 1, 1996 shall receive the following:

2005-06	2.0% increase, plus \$150 one-time payment for being highly qualified
2006-07	3.0% increase
2007-08	3.0% increase

Custodial

Custodial personnel employed after July 1, 1996

<u>Step</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	\$10.28	\$10.59	\$10.91
2	\$10.60	\$10.92	\$11.25
3	\$10.91	\$11.24	\$11.57
4	\$11.24	\$11.58	\$11.92
5	\$11.46	\$11.80	\$12.16
6	\$11.69	\$12.04	\$12.40
7	\$11.92	\$12.28	\$12.65

Custodial personnel employed prior to July 1, 1996 shall receive the following:

2005-06	2.0% increase
2006-07	3.0% increase
2007-08	3.0% increase

Bargaining Unit Member Longevity:

Beginning with the 15 th year of continuous service in Fowler Schools:	5 cents/hour
Beginning with the 20 th year of continuous service in Fowler Schools:	10 cents/hour
Beginning with the 25 th year of continuous service in Fowler Schools:	15 cents/hour
Effective July 1, 2007:	
Beginning with the 30 th year of continuous service in Fowler Schools:	20 cents/hour

ARTICLE 32 - FRINGE BENEFITS

A. The Board of Education agrees to provide and maintain without cost to the full-time bargaining unit member for a full twelve (12) month period for the employee and his/her entire family and any other eligible dependents, the following health care benefits:

1. MESSA. The Board agrees to pay any increased costs of MESSA Tri-Med insurance rates through December 31, 2006. Bargaining unit members will pay five dollars (\$5.00) for each covered prescription or refill.

SETSEG. Effective January 1, 2007, the Board will provide SETSEG Flexible Blue Medical Coverage with Preventative Care and SETSEG Flexible Blue Rx Prescription Coverage. This coverage will be provided in conjunction with a high deductible Health Savings Account (HSA). The Board shall be responsible for paying the HSA plan deductible in an amount equal to the full family deductible.

2. SET Dental Insurance, the incentive plan with the orthodontic rider which is not to be less than \$1000.00.
3. A \$20,000 AD & D Life Insurance Policy for each employee.

4. Long-term disability insurance which will provide for disability pay at sixty-six (66) and two-thirds percent (2/3%) of the monthly pay, after a sixty (60) calendar day waiting period.
 5. MESSA Vision Service Plan - 3 (VSP)
- B. For those not selecting MESSA, the Board shall pay an amount equal to the single subscriber rate of MESSA health insurance with the five dollar (\$5.00) prescription co-pay, through a Section 125 Cafeteria Plan in compliance with Section 125 of the Internal Revenue Code toward any of the Tax Deferred Annuities mutually agreed upon by the Board and the Association or as cash. Upon the unit member's written request, the Board agrees to reinstate the employee back into the health insurance program, at the MESSA rate during the next open enrollment period. The single subscriber rate will be capped at the same amount as stated in the Fowler EA contract.
1. Upon employment, the Board will provide each employee with a list of approved tax-sheltered annuity carriers, and general directions that must be followed to receive this benefit.
 2. It will be the responsibility of the employee to select a carrier, fill out the appropriate forms for that carrier, and have the forms returned to the insurance office of the school district within ninety (90) days of the receipt of the above documents.
 3. Upon receipt of the appropriate forms, the school district will commence payment of the monthly benefit as provided for in Article 32, B. & C. of the Master Agreement.
 4. It is clearly understood that retroactive payments will be honored if the employee returns the documents to the District's insurance office within the ninety (90) day period. If the paperwork is not returned within the ninety (90) days, payments will begin at such time the paperwork is returned and will not be retroactive.
- C. The Board shall provide for twelve months, fifty-five dollars (\$55) per month for the 2005-06 and 2006-07 school years for each employee in the bargaining unit toward the purchase of tax deferred annuities. Employees with twenty (20) or more years experience will receive an additional five dollars (\$5) per month for a total of sixty dollars (\$60). Each employee shall be entitled to designate the carrier from the list provided by the Board.
- D. The Board's insurance contribution shall begin in September of each year and continue for twelve (12) full months. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure. The Board by payment of the premium payments required to provide the insurance shall be relieved from all liability with respect to the benefits, eligibility, commencement and termination of coverage.
- E. Within thirty (30) days of the opening of each school year, the Board shall notify each employee of the insurance coverage being provided by the school district for that employee. This notification must be done in writing no later than the thirtieth (30th) day

of September of each year, or a meeting will be held with the representatives of the various insurance carriers.

- F. Any member having a change in marital, family, and/or dependency status shall make the proper amendments to his/her coverage through the business office within thirty (30) working days of the time that a change in status occurs or from the time of receiving notice of coverage from the District. Provisions of the insurance carrier shall be in effect if their policies differ from this paragraph.
- G. A \$20,000 AD & D Life Insurance Policy for all less than full-time employees.
- H. Food service employees shall be allowed to purchase two (2) uniforms per year. Food service staff will be provided guidelines for purchasing uniforms. Food service employees shall be reimbursed up to seventy-five dollars (\$75) for uniforms. Said uniforms must be used for the sole purpose of fulfilling job duties during regularly scheduled work hours. Reimbursement will be provided within two (2) weeks of submitting the receipts. No special accounts payable will be run.

ARTICLE 33 - SEVERANCE

- A. Employees with at least fifteen (15) years of continuous uninterrupted service, as defined in the Agreement, in the District, shall receive a severance stipend based upon the following schedule:

15-19 years	\$20.00/per year of service
20-24 years	\$30.00/per year of service
25-29 years	\$40.00/per year of service
Effective July 1, 2007:	
30 or more years	\$45.00/per year of service

- B. Payment shall be made within two (2) weeks of the last day worked. No special payroll will be run.
- C. No payment will be made unless the employee has at least fifty (50) days of sick leave time available at the point in time of severance.
- D. This provision shall not apply to an employee who is discharged.

ARTICLE 34 - CALENDAR

By February 1, the Association may provide written recommendations for the Board to consider when developing the subsequent year's calendar.

During the normal school year any teacher days scheduled without students, the senior food service and senior paraprofessional staff members may remain on duty, with the approval of the superintendent or his/her designee.

ARTICLE 35 - DURATION

This Agreement shall become effective upon ratification by the Board and shall remain in effect until June 30, 2008. This Agreement shall expire on this date and may be extended by mutual consent in writing by both parties.

FOWLER PUBLIC SCHOOLS
BOARD OF EDUCATION

MICHIGAN EDUCATION ASSOCIATION
(Fowler Educational Support Personnel
Association/MEA/NEA)

BY *Richard A. Moore*
President

BY *Nancy Knight*
Authorized Representative
Michigan Education Association

BY *Michael S. Fedewa*
Vice-President

BY *Marcy Wieber*
President
Fowler Educational Support Personnel Association

BY *Dem Schmitt*
Secretary

Date *Aug. 15, 2006*

BY *Trinity J. Best*
Treasurer

Date *08-14-2006*

APPENDIX A - Fowler Public Schools Employee Evaluation Form

Evaluator: _____ Date: _____
 Status: _____ Probationary _____ Non-probationary Employee: _____

The primary purpose of the evaluation form is to encourage positive interaction between the supervisor and employee in order to realize improvement. Whether the instrument and the process are productive depends upon the attitudes of the involved parties. To be most effective, it is assumed that the evaluation will occur in an atmosphere of sensitivity, understanding, support, candor, and trust by both the evaluator and the person being evaluated.

INSTRUCTIONS: Read carefully the description given for each of the qualifications below. Then place a circle around the number in the column which, in your opinion, most accurately describes the employee's standing. Evaluate each qualification without regard to the employee's rating on any other qualification. 1 being the LOW, 5 being the HIGH.

	1	2	3	4	5
1. COOPERATION Ability to get along with others.	Is antagonistic, pulls against rather than works with others.	Is difficult to handle.	Usually gets along with others.	Cooperates willingly, gets along with others.	Gets along well with others, is friendly and helpful.
2. INITIATIVE Tendency to go ahead	Takes no initiative, has to be instructed repeatedly.	Takes very little initiative, requires urging.	Does routine work acceptably.	Is fairly resourceful, does well by him/her self.	Is resourceful, looks for things to learn and do.
3. COURTESY	Has been discourteous to the public and staff.	Is not particularly courteous in action or speech.	Usually is polite and is considerate of others.	Is considerate and courteous.	Is very courteous and very considerate of others.
4. ATTITUDE Toward constructive criticism.	Doesn't profit by criticism, resents it.	Doesn't pay much attention to criticism.	Accepts criticism and tries to do better.	Accepts criticism and improvement noted.	Accepts criticism and improves greatly.
5. KNOWLEDGE of the job.	Has not tried to learn.	Pays little attention to learning the job.	Has learned necessary routine but needs supervision.	Understands work, needs little supervision.	Knows job well and shows desire to learn more.
6. ACCURACY of work.	Is extremely careless.	Is frequently inaccurate and careless.	Makes errors: shows average care, thoroughness and neatness.	Makes few errors: is careful, thorough and neat.	Very seldom makes errors, does work of very good quality.

