

**AGREEMENT**

This Agreement is entered into this 1<sup>st</sup> day of July, 2007, by and between the Mid Peninsula Schools (hereinafter called the "Employer") and the Mid Peninsula ESPA, MEA/NEA (hereinafter called the "Association").

## ARTICLE I – RECOGNITION

### A. Unit Description

The Employer recognizes the Association as the exclusive bargaining representative for the following employees:

All full-time and regularly schedule part-time custodial, maintenance, secretarial/clerical, aides/paraprofessionals, cafeteria personnel and transportation employees.

Excluding supervisors (including maintenance supervisor), central office personnel (Superintendent's central office help, secretary and bookkeeper/secretary), all substitutes, temporary employees, and all other employees.

### B - Definitions

The term "employee" when used herein shall refer to all employees represented by the Association in the bargaining unit defined above. References to male employees shall also include female employees.

## ARTICLE 2 - EMPLOYER RIGHTS

### A - Rights Reserved

It is agreed that the Employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, and authority granted by law or which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer. These rights include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel; determine the number of personnel, and the scheduling of all personnel.
3. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees, and to reduce or increase work hours and to determine work hours and days. Determine job descriptions. Determine fitness for continued employment and require physical or mental examinations of employees, including drug and alcohol testing, by Employer-selected licensed physicians and technicians.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods, and means of providing its services and determine schedules and standards of operation, and the institution of new or improved methods.
5. The Employer shall have the right to contract or subcontract any bargaining unit work to non-employees and/or assign bargaining unit work to non-bargaining unit employees. The Employer may also assign unit work to students, volunteers, persons funded through

other programs, and seasonal workers, such as summer help provided no bargaining unit member suffers a loss of scheduled hours.

6. Determine the number and location or relocation of its facilities and work stations and bus routes.
7. Adopt rules and regulations.
8. Determine the financial policies, including all accounting procedure.
9. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organizations.
10. Determine assignment of buses and where buses are parked, stored, and housed, both during and outside work hours.

**B - Limitation on Employer Rights**

The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

## **ARTICLE 3 - ASSOCIATION RIGHTS**

### **A. Use Of Buildings and Equipment**

1. The association may use school buildings at reasonable hours for meetings; provided a written request stating the reason is submitted by the Association President and written approval is received from the Superintendent.
2. Upon request of the Association President demonstrating need, and with prior approval of the Superintendent or his designee, the Association may use office copiers at reasonable times when not otherwise in use. This shall not include other office equipment such as computers, word processors, etc. The Association shall pay for the reasonable cost of copier use, including the cost of all faxes, materials and supplies.
3. The Association may use one designated bulletin board already available in the building for Association business affecting employees in the school district.

### **B. Association Business**

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable hours, provided that such activities do not occur anytime within the work hours of the employees involved. Any non-employee representative must check in with the appropriate supervisor or building principal upon arrival. This section shall not preclude the processing of grievances with Employer representatives at mutually agreed upon times.

### **C. Information**

The Employer agrees to furnish at cost to the Association President in response to reasonable requests in writing a copy of public information concerning the financial resources of the district.

## **ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### **A. Right to Organize**

The Employer hereby agrees that employees shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining with respect to hours, wages, and terms or conditions of employment.

### **B. Performance Responsibilities**

Employees are required to fully and faithfully perform all responsibilities in an appropriate and satisfactory manner. Failure to do so may result in discharge or discipline. Among the reasons for dismissal, suspension, or other disciplinary action of any employee at the option of the Board are the following, by way of illustration and not limitation:

unsatisfactory work performance; physical or mental inability to perform job responsibilities; being in possession of or under the influence of drugs or alcoholic beverages during work hours; dishonesty; insubordination; disseminating confidential information or breach of confidentiality; unauthorized absence; repeated tardiness or absenteeism; abuse of break time; theft or misappropriation; violation or destruction of property; possession of a weapon; immoral conduct; failure to pass required exams or drug tests, loss of driver's license, accumulation of more than six (6) points, or loss of insurability under district policy for bus drivers; driving in an improper or unsafe manner while operating a school vehicle; abuse of sick leave, business leave, or other leave days; violation of Board rules or policy; unacceptable rapport with students, parents, or other employees or harassment of students or employees, sexual or otherwise.

### **C. Discipline**

All employees are subject to discipline and termination with just cause at the will of the Employer at any time.

### **D. Representative**

The employer will notify the employee if disciplinary action is being taken. An employee may have present a representative of the Association during any meeting which the employee reasonably believes will result in disciplinary action by the Employer. This section

shall not apply to evaluation conferences. If representation is desired, no action will be taken until an Association representative is present unless immediate action is necessary.

**E. Personnel File**

An employee will have the right to review the contents of his personnel file according to law and to have a representative of the Association accompany him in such review.

**F. Complaints**

No student, parental, or school personnel complaint originating after initial employment will be the basis for discipline or be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to any copy of the material in question. Unsubstantiated complaints will not be included in any files.

**G. Assault**

Any case of assault upon an employee shall be promptly reported to the Employer who will investigate and take any necessary appropriate action in a timely way.

**H. Student Management/Control**

During the normal course of duties the safety of the students and school shall be recognized by employees. Employees are not responsible for the maintenance of student control or management, but will assist the administration by reporting violations to the appropriate supervisors.

**I. Unsafe Conditions**

Employees shall be required to perform all work responsibilities as directed but shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Any alleged unsafe conditions or tasks shall be immediately reported to the Superintendent.

**J. Supervision**

In the event an employee is responsible to more than one supervisor, the primary supervisor shall be designated by the Employer. The employee shall be notified of any subsequent change.



## **ARTICLE 5 - GRIEVANCE PROCEDURE**

### **A - Definition**

A grievance shall be an alleged violation of the express terms of this Agreement. An employee alleging a grievance must orally discuss the grievance with the Employee's supervisor at the time of the alleged violation within three (3) calendar days of the occurrence of the condition giving rise to the grievance.

### **B - Filing**

If satisfactory resolution of the grievance is not obtained, the employee must submit a written grievance to his immediate supervisor within six (6) calendar days of the occurrence of the condition giving rise to the grievance. Should an employee fail to institute a grievance within the time limits specified, the grievance shall be considered untimely and will not be processed. The written grievance shall be signed by the grievant and shall specifically state:

who is affected; what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is requested.

### **C - Level One**

The immediate supervisor shall meet with the grievant and the Association representative not later than ten (10) calendar days following receipt of the written grievance. The immediate supervisor shall issue his disposition of the grievance in writing within five (5) calendar days of the meeting.

### **D - Level Two**

If the decision of the immediate supervisor is not considered acceptable, the grievant must present the written grievance to the Superintendent of Schools or his designee within five (5) calendar days of receipt of the decision of the immediate supervisor. The grievant must state the reason(s) why the decision of the immediate supervisor was not considered acceptable. The Superintendent or his designee shall meet with the grievant and an Association representative within fifteen (15) calendar days from the date of his receipt of the grievance. The

Superintendent or his designee shall issue a decision in writing relative to the grievance within seven (7) days of the meeting.

**E - Level Three**

If the decision of the Superintendent is not considered acceptable, the grievant must submit the written grievance to the Secretary of the Board of Education or his designee within five (5) calendar days of receipt of the decision by the Superintendent. The grievant must state the reason(s) why the decision of the Superintendent was not considered acceptable. The Board of Education or a Board committee, as determined by the Board, shall meet with the grievant, the appropriate administrators, and an Association representative within thirty (30) calendar days from the date of receipt of the grievance. The Board or its designee shall issue a decision in writing relative to the grievance within ten (10) calendar days of the meeting.

**F - Grievance Procedure**

If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) working days from the notification date, the arbitration will be pursued; s/he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitrator shall be shared equally by the parties.

### **G - Time Limits**

Time limits shall be strictly observed and may be extended only by written mutual agreement. Grievances not timely filed may not be processed. Should an employee or the Association fail to appeal a decision within any time limits specified, all further proceedings on a previously instituted grievance shall be barred and shall be deemed an acceptance of the decision last issued. Should the Employer fail to respond within the time limits specified the Association may proceed to the next level of the grievance procedure.

### **H - Employee Consent**

The Association shall have no right to initiate a grievance involving the right of an employee without his express approval in writing thereon.

### **I - Processing**

All preparation, filing, presentation, or consideration of grievances shall be held at times other than when the employee or participating Association representative are to be on the job unless mutually agreed to by the Board and Association.

## **ARTICLE 6 - WORK YEAR, WORK WEEK, WORK DAY**

### **A - Work Year**

As used in this contract, the term "full-year employee" shall mean an employee who is regularly scheduled to work at least forty (40) hours a week, and at least fifty-two (52) weeks per year (currently none). The term "regular part-time employee" shall mean an employee who is regularly scheduled to work less than forty (40) hours a week, or less than fifty-two (52) weeks per year (currently all employees). The normal work year for each part-time employee shall be as designated by the Employer. Either more or less days of work may be required.

### **B - Work Week**

The work week shall begin at 12:01 a.m. on Monday.

### **C - Work Day**

The normal number of hours of work and the schedule of hours for each employee shall be determined by the Employer. The normal work day for full-year employees shall be eight (8) hours. For part-year employees, the normal work day for each employee shall be as determined by the Employer. Either more or less hours of work may be required.

### **D - Act of God Days**

1. When school is canceled due to inclement weather or other acts of God full-year employees and custodians shall normally report, unless they are instructed not to report.
2. When school is canceled due to inclement weather or other acts of God, part-year employees, including bus drivers, may not be required to report on such days but will be paid. The Employer may require certain personnel to report. Part-year employees will be required to work on any make-up days with no compensation. In the event an employee receives unemployment compensation benefits (including underemployment benefits) due to days of work not being held when scheduled which are later made up, the employee's pay will be adjusted by an amount equal to unemployment compensation received.

3. The determination to cancel, delay, and/or reschedule any day of work shall be the prerogative of the Employer and shall not be grievable.

**E. In-Service Days**

On the teacher in-service days **excluding the days prior to the start of the school year**, the support staff will have the option of working that day or taking either sick time or personal time for that day provided the member has the accumulated sick time or personal time.

## **ARTICLE 7 - SENIORITY**

### **A - Definition**

"Seniority" shall be defined as length of continuous service within the district as a member of the bargaining unit from the first day of work. Time worked as a substitute shall not count toward seniority or completion of the probationary period. Employees working four (4) or more hours per day will receive full seniority credit. Employees working less than four (4) hours per day will receive one-half seniority credit. Full seniority credit will be granted to drivers permanently assigned to a regular daily bus run (or it's equal). A regular bus run is defined as a morning (two [2] hours)/evening (two [2] hours) route.

### **B - Probationary Period**

New employees shall be subject to a probationary period of ninety (90) actual working days of employment. Employees shall not have seniority during their probationary period. Upon successful completion of the probationary period, their names shall be placed on the seniority list as of the first day of work in that classification as a bargaining unit member. Ties shall be broken by drawing lots.

### **C - Seniority List**

An initial seniority list shall be jointly prepared within sixty (60) days of the effective date of this Agreement. The list shall be maintained and published annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

### **D - Loss of Seniority**

All seniority will be lost by an employee upon termination, resignation, retirement, or when recall rights terminate. If an employee transfers to a non-bargaining unit position, but chooses to transfer back to the bargaining unit position at the end of his/her probationary period in the non-bargaining unit position, s/he shall regain earned seniority rights within the bargaining position, but shall not accrue seniority for the time s/he was in the non-bargaining unit position.

**E - Layoff**

Seniority will be frozen during periods of layoff and shall continue to accrue if an employee returns from layoff.

**F- Leaves**

Seniority will continue to accrue during paid leaves and leaves due to illness or disability. Seniority will be frozen during unpaid leaves of more than four (4) weeks in duration taken for reasons other than illness or disability.

## **ARTICLE 8 - LAYOFF AND RECALL**

### **A - Definition**

"Layoff" shall be defined as a reduction in work force as determined exclusively by the Employer.

### **B - Layoff Process**

No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least ten (10) working days prior to the effective date of layoff. In the event of a reduction in work force, the Employer shall identify the specific position(s) to be eliminated and shall notify the employee(s) in that position(s). Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to be assigned to a position for which they are qualified, which is held by a less senior employee. Whether an employee is qualified, as that term is used in this article, shall be determined by the Employer. A new employee shall not be employed by the Employer while there are laid off employees who are qualified for a vacant or newly-created position.

### **C - Reduction in Hours**

The Board may reduce work hours of some or all employees rather than reduce the number of employees. In the event of a reduction in the work hours, qualified employees in the classification with greater seniority may use same to displace employees with less seniority in positions having a greater number of work hours on the work schedule. A reduction of any employee's work hours shall not take effect until five (5) working days after written notice to the affected employee is given by the Employer.

### **D - Recall**

Laid off employees shall be recalled in order of seniority with the most senior being recalled first to any position for which they are qualified.



### **E - Recall Process**

Notices of recall shall be sent certified or registered mail to the last known address as shown on the Employer's records. It shall be the employee's responsibility to keep the Employer notified as to his current mailing address. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given five (5) calendar days from receipt of notice, excluding Saturdays, Sundays, and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report to work providing the employee has indicated an intent to return and reports within a ten-(10) day period. Employees recalled to full-time work (or to as many hours per week as they were working at the time of layoff) for which they are qualified are obligated to take said work. An employee who declines recall to full-time work (or to as many hours per week as he was working at the time of layoff) for which he is qualified shall forfeit his seniority rights. Recall rights for seniority employees shall terminate one (1) year after the effective date of layoff. Probationary employees shall not have recall rights.

### **F - Unemployment Compensation**

A part-year employee who is laid off in the summer and/or who receives unemployment compensation benefits for the summer, and who is recalled before September 1 of that year shall have his compensation adjusted by a amount equal to the unemployment compensation received.

**ARTICLE 9 - VACANCIES, PROMOTIONS & ASSIGNMENTS  
(EXCEPT BUS DRIVERS)**

**A - Definition**

A "vacancy" shall be defined as a newly-created position or a present position that has been permanently vacated and which will be filled except when there is a qualified employee on layoff.

**B - Posting**

All bargaining unit vacancies shall be posted in a conspicuous place for a period of five (5) working days. Copies of postings will be sent to the local Association President at the time of posting. Said posting shall contain the following information:

*type of work; location of work; starting date; rate of pay; hours to be worked; and minimum requirements.*

**C - Application for Vacancy**

Interested employees may apply in writing to the Superintendent or designee within the five (5) working day posting period. The Employer may temporarily fill any vacancy during the posting and selection process with another employee or with a substitute, but that Employee or substitute shall have no seniority rights to the position other than those earned outside the posting and selection process period. The employer agrees to notify Employees of vacancies during the summer months by sending notice of the vacancy to the Union President and Union Steward.

**D - Filling Vacancies**

Vacancies will be filled with the applicant from within if he has the proper qualifications and whom the employer considers to be the most qualified and the most likely to be the most successful in the position. If no BUM meets the criteria the Board will advertise outside. The decision of the Board will be final.

**E - Notice of Selection**

The Employer shall make known its decision as to which applicant has been selected to fill a posted position in writing and posted in the same conspicuous place as the initial posting as well as in writing to the successful applicant within twenty (20) days.

**F - Transfer**

Upon transfer, the Employee will receive the wages and other benefits of that position. Employees who have transferred from one position to another will be subject to a thirty (30) day probationary period. During the thirty (30) day probation, the Employee has the option to remain in the new position or return to the previous position. However, should the administration decide that the Employee is unable to handle the position; s/he will be able to return to his/her previous position.

## ARTICLE 10 – COMPENSATION

### A - Compensation

The basic compensation of each employee shall be as set forth in Appendix A.

### B - Overtime

Overtime work, which will be voluntary to the extent feasible but which may be required, will be assigned as determined appropriate by the Employer. Using substitutes or assigning overtime or not replacing absent employees will be discretionary with the Employer. The following conditions shall apply to all overtime work:

1. Time and one-half will be paid only for all hours worked over forty (40) hours in one (1) week. This includes cafeteria personnel.
2. Double time will be paid for all hours worked on holidays designated in Article 14.
3. Paid leave shall not count toward hours worked.
4. Compensatory time off may be given if mutually agreeable to the Employer and the bargaining unit member.
5. When working an overtime assignment due to the school being used for an extracurricular activity, or by an authorized non-school group, the custodian(s) shall perform those tasks as assigned by the supervisor. The supervisor shall prepare a list of expected task completions for use during such overtime assignments.

### C - Mileage

An employee required to use his own personal vehicle in the course of his job will be reimbursed at the current district approved rate (**\$.32/mile**) for mileage.

### D - Meetings

Employees may be required by the school district to attend work-related meetings outside regular work hours. Employees required by their supervisor (in case of more than one supervisor, the one most related to the event) will be given 24 hours notice and will be compensated at the

current wage rate for their job classification plus mileage. Required meetings will be so specified by their supervisor (in case of more than one supervisor, the one most related to the event) in writing; otherwise meeting attendance will be considered voluntary.

**E - Call-In Pay**

Employees called into work shall receive a minimum of two (2) hours pay at their regular rate.

**F - Show-Up Pay for Cooks**

Cafeteria personnel shall receive a minimum of two (2) hours pay for reporting if school is canceled after they report for work.

**G - Method of Compensation**

All bargaining unit employee compensation will be paid over twenty (20) or twenty-six (26) bi-weekly pays, at the employee's option (except 12-month custodians must be paid over 26 pays). At the beginning of the employee work year, wages will be calculated on an annualized basis determined from the employee's base rate of pay, then divided by 20 or 26 pays. Overtime, extra trips, or other supplemental pay for a given payroll period will be paid in that payroll period.

## ARTICLE 11 - INSURANCE

### A - Health Insurance

Paid **CHOICES II** single employees insurance up to 75% of the additional cost for a couple or full family insurance will be paid by the Board. This is for employees who are regularly employed 6 hours or more per day. Employees who work less than 6 hours will receive a prorated percentage of the benefit. For example: An employee who regularly works three hours per day would receive 50% of the insurance benefit. Employees who are assigned 4 hours per day and do not take the health insurance benefit will be given an additional \$1.00 per hour for regular assigned hours (does not apply for summer assignment) during the academic school year. Employees, at their discretion, may purchase annuities in lieu of cash benefit.

**For employees electing to take health care, they will also have Dental 80/80/80, E-007, and VSP 2 vision plan.**

There will be a \$5.00 co-pay for all employees for prescription medications.

### B - Dental/Vision Insurance for employees not taking health care:

Self-Funded District Program

1. Maximum benefit . . . \$600 Single/\$850 per family
2. \$600.00/Single - Can be used in any combination to reach maximum.
3. \$850.00/Family - Can be used any way to reach maximum.

(Example: \$850 can be used for one person or any combination of family members.)

4. 60% of the bill paid by the district, 40% by employee (maximum of \$600 for single/\$850 for family per school year paid by the district.)
5. Amount can be used in any combination of vision or dental to the maximum allowed in a school year (July 1st thru June 30th).

**C - Insurance for Less Than Thirty-Hour Employees**

Employees who work less than thirty (30) hours per week will receive a prorated percentage of the above amount toward health or dental/vision insurance plans or programs provided the employee authorizes payroll deduction for the balance and subject to any and all limitations or restrictions of the applicable policy, plan or program.

**D - Enrollment**

It shall be the responsibility of the eligible employee to properly enroll in programs available and make notification of any change in status in a timely fashion. All benefits are subject to policy, plan, or program terms and conditions.

**E - Termination of Benefits**

If an employee terminates employment or goes on layoff or an unpaid leave, except under the FMLA, the Employer's contribution toward insurance benefits will cease at the end of the last month worked.

**F - Continuation of Coverage**

An employee on unpaid leave or layoff shall have the option of continuing health insurance coverage, subject to terms and conditions of the carrier, by making cash payments to the district.

## ARTICLE 12 – EVALUATION

### **A - Evaluation**

Employees shall be evaluated on a yearly basis by the designated primary supervisor on the evaluation form agreed to. Employees can expect to be evaluated on all relevant aspects of their employment. If a supervisor believes an employee is doing unacceptable work, the reason(s) shall be stated in the evaluation, as well as suggestions for improvement. Lack of an evaluation within a twelve-month period shall indicate acceptable work for that year.

### **B - Response**

Following each formal evaluation, which shall include a conference with the evaluator; the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. The employee's signature shall not be construed to mean that he necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if he so desires within ten (10) days. All written evaluations are to be placed in the employee's personnel file.



## ARTICLE 13 - RETIREMENT BENEFITS

### A - Eligibility

1. Any employee of the Mid Peninsula School Public School District shall, after 5 years or more of regular service within the District immediately preceding retirement benefits from the Michigan Public School Employees Retirement Fund, receive terminal leave pay to be computed as follows: \$20.00 X number of years of service, said amount to be paid upon retirement.
  
2. Upon Retirement through the Michigan Public School Employee Retirement System and/or Social Security, the Mid Peninsula School District shall pay to each employee an amount equal to a percentage according to the chart below times the number of cumulated unused hours of sick leave, said amount to be added to the amount of terminal leave pay as described in (1) above.

---

<u>Completed FULL working years of Service at Mid Peninsula</u>	<u>Rate</u>	<u>Hours of Unused Sick Leave</u>
10 – 14	50%	750
15 – 19	50%	800
20 +	50%	850

## **ARTICLE 14 - HOLIDAY PAY & SUMMER VACATION**

### **A - Holiday**

Employees assigned to work during the summer who are scheduled to work before and after the July 4th holiday will be paid for the day.

### **B - Conditions**

Holiday pay is subject to the following provisions:

1. The employee is a permanent employee as of the date of the holiday.
2. The employee would have otherwise been scheduled to work on such day if it had not been observed as a holiday.
3. An employee eligible under the above provisions shall receive his regular daily rate for said holiday.
4. An employee who is required to work on a designated holiday shall receive an amount not greater than double time for hours worked on said holiday.
5. When a holiday falls on a Saturday or Sunday, the Board shall have the right to observe the holiday on the preceding Friday or on the following Monday.
6. Regular and part time employees shall have Christmas Day and **Thanksgiving Day** as a holiday paid at regular pay.

### **C - Vacation**

Employees assigned to temporary summer jobs will be given 1 hour vacation time for each 5 hours worked during the summer recess.

## ARTICLE 15 - LEAVES

### **A - Sick Leave**

Employees will receive one (1) hour of sick leave for each eighteen (18) hours worked, up to a maximum of eighty (80) hours per year (July 1 to June 30). Unused sick leave hours may accumulate to a maximum of eight hundred fifty (850) hours. This shall apply to regular assigned work hours only, not to extra time or summer work. The Employer may request medical verification of any employee whose absenteeism is higher than the average for the district.

### **B - Leaves of Absence Charged to Sick Leave**

1. The employee may use sick leave for his own personal illness or disability as required up to the number of hours available to the individual. The Employer may require verification of need for absence from a physician.
2. Up to four (4) days per fiscal year deductible from accumulated sick leave may be used for the critical illness of a member of the employee's "immediate family" which shall be defined as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law, and grandparents. The Employer may require verification of need for absence from a physician.
3. **Personal Business:**  
Each employee may use one (1) day per fiscal year (July 1 to June 30) for personal business to be deducted from an employee's sick leave. A bargaining unit member planning to use a personal leave day shall notify his/her immediate supervisor at least five (5) days in advance except in cases of emergency. The bargaining unit member may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, vacation period or emergency; and reasonable restrictions may be imposed on personal leaves on such days. Not more than one (1) employee in each job classification shall be granted leave on the same day unless approved by the administration.

#### 4. **Bereavement:**

- (a) Each employee will be granted up to three (3) days per fiscal year deductible from accumulated sick leave in the case of a death in the immediate family. For purposes of this section, the immediate family will be defined as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law, and grandparents.
- (b) Any additional funeral leave, which will be charged to sick leave, may be granted by the Superintendent upon written application.

#### **C - Paid Leave of Absence Not Charged to Sick Leave**

##### 1. **Personal Business**

Each employee may use **three (3)** days per fiscal year (July 1 to June 30) for personal business NOT to be deducted from an employee's sick leave. A bargaining unit member planning to use a personal leave day shall notify his/her immediate supervisor at least five (5) days in advance except in cases of emergency. The bargaining unit member may be asked to explain the reason for any personal leave requested for a school immediately before or after a holiday weekend, vacation period; and reasonable restrictions may be imposed on personal leaves on such days. Not more than one (1) employee in each job classification shall be granted leave on the same day unless approved by the administration. Accumulate personal days to a maximum of four (4).

##### 2. **In-Service:**

A leave of absence with pay, not charged against the employee's sick leave, may be granted for in-service activities, attending conferences, conventions, workshops, and seminars when such attendance is approved by the Superintendent or required to maintain job classification.

##### 3. **Witness:**

Leave of absence with pay, not charged against the employee's sick leave, will be granted for court appearances as a witness in any case in which the employee's connection with

the case stems from his employment with the Board, provided that the legal action is not instigated by or on behalf of the employee or Association against the Board. If a witness fee is paid to the employee by the court, that amount will be deducted from the employee's pay.

4. **Jury Duty:**

- (a) A seniority employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount of wages the employee otherwise would have earned by working straight time hours for the Board on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expenses for each day's jurist service). The obligation of the Board to pay the employee for jury duty is limited to a maximum of thirty (30) days in any fiscal year.
- (b) In order to receive payment, the employee must give the Board prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he reported to or performed jury duty on the days for which he claims such payment. The provisions of this paragraph are not applicable to any employee who, without being summoned, volunteers for jury duty.

**D - Leave of Absence Without Pay or Fringe Benefits**

- 1. A leave of absence of up to three months may be granted for the purpose of child care upon the request of the employee to care for a newborn, newly adopted, or critically ill child.
- 2. An employee whose illness or disability extends beyond the period compensated by sick leave will be granted a leave of absence for the duration of the illness or disability up to a maximum of one (1) year.

3. An employee may be granted a leave of absence for up to one (1) year for personal reasons, including, but not limited to, child care, study, family concerns, or travel. The granting of personal leave shall be at the Board's discretion.
4. Unpaid leaves of absence of any length which are not necessary are discouraged and will not normally be granted.
5. All requests for a leave of absence shall be in writing stating the reason for the requested leave and the expected duration.
6. An employee, on an approved leave of absence, shall notify the school district of his intent to return to employment at least thirty (30) days prior to the expiration of the approved leave.
7. An employee on an approved leave of absence will be returned to a generally comparable position as determined by the Board.

#### **E - Family and Medical Leave Act**

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;
- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of his job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

**F - Worker's Compensation**

Worker's compensation will be the exclusive remedy for any work-related injury or disability. All injuries which occur while on duty are to be reported immediately. An employee on worker's compensation will be deemed to be on an unpaid leave of absence.

**G – Requested Days**

All requested days off must include the reason for the request (i.e. sick, personal, professional, vacation, etc.)

## **ARTICLE 16 - NO STRIKE**

The Association and each individual employee agree that they will not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Employer by any employee or group of employees.



## **ARTICLE 17 - NEGOTIATIONS PROCEDURE**

### **A - Commencement**

Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term.

### **B - Teams**

Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

### **C - Agreement**

There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies will be made available to members at equally shared cost.

## **ARTICLE 18 - EXTENT OF AGREEMENT**

### **A - Complete Agreement**

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment hereto.

### **B - Severability**

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, said provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall remain in full force and effect.

### **C - Practices**

This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. All rules, regulations, and practices of the Employer which are not contrary to the provisions of this Agreement shall remain in full force and effect.

## ARTICLE 19 - BUS DRIVER PROVISIONS

### **A - Vacancies, Assignment, Transfer and Extra Runs**

#### 1. Vacancies:

All new or existing routes or runs that become vacant or open during the school year may be filled on a temporary basis by the transportation supervisor for the remainder of that school year.

Each August, all vacant or newly-created routes will be placed up for bid and may be filled on the basis of seniority and qualifications from among the applicants.

All vacancies will be posted for a period of five (5) working days in a conspicuous place in the transportation office and in each school building in the district.

Employees interested in the vacant or newly-created routes must apply in writing to the transportation supervisor within five (5) working days of the last official posting date. The bus driver with the most seniority applying for the open position who meets the requirements and qualifications will be awarded the vacant position, subject to approval of the supervisor.

#### 2. Assignment:

All bus drivers who drove for Mid Peninsula Schools at the conclusion of the previous school year shall return to their assigned bus run or runs in the fall of the ensuing school year, except those assigned on a temporary basis, and except in those cases where the driver bids on and is assigned any vacant or new bus run or runs.

Exceptions to this assignment procedure may be made by the district in those situations where such exception is warranted as determined by the Board.

#### 3. Extra Runs:

No driver shall be given more than one of any daily extra runs until all the other drivers, on the basis of seniority, have been given the opportunity to take an extra run.

4. Reassignment:

The transportation supervisor has the final authority to assign or reassign any driver at any time to a route, run, extra trip, or vehicle other than the one selected by the driver or originally assigned by the supervisor, when the supervisor deems it is in the best interest of the school district to make such a change. Examples of such required changes may be due to the physical nature of the route, characteristics of the vehicle, composition of the student load, or disability accommodation of the driver.

**B - Distribution of Extra Bus Trips**

1. Extra bus trips are defined as those bus trips not normally scheduled on a daily basis, e.g., field trips, sports activities, etc.
2. All drivers shall be required to take extra trips during the year. Exceptions may be granted only by the supervisor for extenuating circumstances, however, any trip assignment excused by the supervisor will be charged as a trip taken for the excused driver.
3. When extra bus trips are to be scheduled, the transportation supervisor shall contact the bus driver with the highest seniority on the extra trip list first. Then, as additional extra bus trips become available, the transportation supervisor shall continue to go down the entire trip list until each bus driver has either run an extra bus trip or has had the opportunity to take an extra bus trip. When all of the bus drivers on the extra trip list have either driven an extra trip, or have been asked and refused to take an extra bus trip, the transportation supervisor shall then once again go to the most senior bus driver on the extra trip list and again continue to rotate all the extra bus trips according to seniority among all the bus drivers on the extra trip list. When extra trips are scheduled for and accepted by a bus driver, the transportation supervisor may obtain a substitute driver for any regularly scheduled runs which the driver may miss because of time conflicts.

4. Notwithstanding the foregoing, the Employer reserves the right not to assign an extra bus trip to a driver who would become eligible for overtime pay. If a driver is denied an extra trip for this reason, the driver will still be eligible for the next trip which would not require overtime.
5. In the event that all of the bus drivers on the extra trip list refuse the extra bus trip(s), the Employer may require the least senior bus driver(s) on the extra trip list to take the extra bus trip(s).
6. When there are not enough bus drivers on the bus trip list to meet the needs of the Employer, the Employer may then require the least senior driver(s), whether on the extra trip list or not, to take the next bus trip(s) or may use substitute drivers in the Employer's discretion.

#### **C - Breakdown Time**

When a bus driver must wait on his run because of a bus breakdown, being stuck, or a similar reason, s/he will be paid at his regular rate of pay, in addition to his/her amount for the regular run, for the time required beyond that for which he is already compensated. Any down time while at work due to a weather delay will be paid at the rate of pay.

#### **D - Driving Requirements**

Bus drivers must pass all required exams and be fully licensed to meet all school bus driver requirements at their own expense.

#### **E - Drug and Alcohol Testing**

All bus drivers shall be required to submit to and pass all physical examinations required by state or federal laws including drug and alcohol testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 (the "Act"), and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulation of the Act.

The district will provide upon request a copy of its policies and administrative procedures relating to the Act. The District will also in-service drivers annually on drug and alcohol testing.

Drivers undergoing testing as required by the Act will be paid minimum wage per hour for the job classification for actual time of testing and travel to and from the testing site provided they are not otherwise scheduled to work for the district during the testing time.

If drug testing occurs during the time a driver is scheduled to perform other work for the district, the driver will not receive the minimum wage per hour rate and will receive only the rate of pay for the other employment with the district. If a driver is detained at the test site and as a result misses his/her normal run or assigned field trip, the district will compensate the driver his/her regular or field trip rate of pay, but the driver will not receive the minimum wage per hour compensation during the testing time.

#### **F - Bus Routes**

No changes of stops or in direction of routing shall be made by anyone other than the transportation supervisor once the route has been established. A driver may request a change in routing, in writing, to the transportation supervisor, who is to reply to said request within five (5) working days of receipt of such a request. The request is to state the old route, the new route requested, and the reasons for the change. When students move out of or into the district, stops will be added or dropped to accommodate these students.

### **G - Vehicle Maintenance**

Each driver is responsible for scheduling the vehicle through the transportation supervisor to which he is assigned for regular maintenance checks and servicing (grease jobs, oil, changes, etc.). Each driver is also responsible for maintaining the vehicle to which he is assigned in a clean and orderly condition (i.e., sweeping, washing, etc.). Pre-trip and post-trip inspections and/or cleaning of the assigned bus are expected of each driver prior to and following regular runs or extra trips. The supervisor shall determine the inspection and/or cleaning requirements.

### **H - Maps**

It shall be the responsibility of every driver to submit to the supervisor an accurate map depicting the specific routes his respective buses cover within two (2) weeks of the start of the school year. A separate map shall be submitted for each route the driver has. Maps must indicate the streets and approximate location of all his designated pick-up points. Accompanying the maps must be the names, addresses, and phone numbers of every student that is transported.

### **I - Transporting by Other Than Bus**

Nothing shall preclude the transportation of students by individuals other than bus drivers in private vehicles or a school van when determined appropriate by the Employer.

## ARTICLE 20 – MISCELLANEOUS

### **A - Absence**

Any employee who is unable to report for work must notify the appropriate supervisor as soon as possible but in no event later than two (2) hours prior to the employee's reporting time so that a substitute can be obtained or other arrangements can be made.

### **B - Resignation**

Any employee who resigns from employment shall give at least ten (10) working days written notice to the employee's supervisor. Failure to give such notice will be sufficient cause for withholding three (3) days pay.

### **C - Americans with Disabilities Act**

Nothing in this Agreement shall prevent the Employer from complying with the requirements of the Americans with Disabilities Act, including making reasonable accommodations for employees with disabilities. In making reasonable accommodations for employees with qualifying disabilities, such accommodations shall not only be reasonable, but shall not create an undue burden (financially, operationally, shifting of work to other employees, reducing expected work accomplishments to an unacceptable/unproductive level, etc.) for the Employer.

### **D - Substitutes**

When a sub is needed for a union position, that position will be filled on seniority basis, provided they are qualified and it does not interfere with their regular position.

Any members interested in subbing during the school year should sign up with the Association President on the first day of school. The list will be by members seniority date and gone through on a rotation basis. Bus driver sub lists will be kept as a separate list.



**ARTICLE 21 - DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until the 30<sup>th</sup> day of June, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FOR THE EMPLOYER**

**FOR THE ASSOCIATION**

\_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_.

**APPENDIX B  
WAGE SCALE**

<b>Classification</b>	<b>Starting Wage 2007-08</b>	<b>After 1<sup>st</sup> Year</b>	<b>Starting Wage 2008-09</b>	<b>After 1<sup>st</sup> Year</b>
Teacher Aide	\$12.27	\$12.57	\$12.62	\$12.92
Head Cook	\$12.88	\$13.18	\$13.23	\$13.53
1 <sup>st</sup> Assistant Cook	\$11.75	\$12.05	\$12.10	\$12.40
2 <sup>nd</sup> Assistant Cook	\$10.62	\$10.92	\$10.97	\$11.27
Custodial	\$11.60	\$11.90	\$11.95	\$12.28
Bus Driver	\$13.45	\$13.75	\$13.80	\$14.10
Sub Aides, etc.	\$8.75		\$9.10	
Extra Trip Runs	\$9.45		\$9.80	

\*\*Longevity steps: Upon completion of 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, & 25<sup>th</sup> year to be paid at \$.20 per longevity step. Longevity is calculated as number of years in the system. Change in job classification will not affect longevity.

\*\*\$80.00 paid yearly by district for bus driver physicals or CDL license.

\*\*15 minutes per day extra pay for bus maintenance supervision for minor items.

\*\*Bargaining unit member will receive the starting wages and their longevity steps for the job classification for which they are subbing.