

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE 2

UNION RECOGNITION, AGENCY SHOP, AND CHECK OFF

Section 1. Union Recognition

- A. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- B. The term "employee" as used herein shall include all employees in the classifications listed in Schedule A and Schedule B.

Section 2. Agency Shop

A. Members

- 1. All current employees in the bargaining unit may decide to become members of the Association within thirty (30) working days of the effective date of this agreement if they are not already members.
- 2. All new employees employed in the bargaining unit may decide to become members within thirty (30) working days of their commencing employment.
- 3. Upon receipt of written authorization for Association dues/check off for members, the employer shall deduct Association dues from each employee's pay in accordance with Section 3 – Check Off.

B. Non-Members

- 1. All current employees employed in the bargaining unit may decide to instead of becoming a member pay a service fee within thirty (30) working days of the effective date of this Agreement.
- 2. All new employees employed in the bargaining unit shall within thirty (30) working days of their commencement of employment also pay a service fee.
- 3. The payment of service fee is mandatory and is to be paid in accordance with the following procedures. The provisions regarding check off/dues deduction shall be suspended for non-members until:
 - a. The MEA has notified in writing the employee and the employer of the amounts for the current school year. The parties acknowledge that the amount of the fee charged to non-

members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) working days following the Association's notification to non-members of the fee for that given school year.

- b. The employee has provided the employer with written authorization for applicable service fee amount (i.e. full service fee or altered service fee.)
- c. The employee can agree to pay the amount owed directly to the MEA.
- d. If the employee challenges the amount of the service fee then such challenge shall take place in accordance with the Association's internal guidelines. The remedies set forth in the internal guidelines shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement or any other administrative or judicial procedure. The Association shall yearly notify the employer of any proposed changes in this policy that would impact the employer's obligations under this article.
- e. Once the service fee amounts are determined per section 2-B 3.a or 2-B 3.d, and the employee does not authorize deduction for the service fee amount or refuses to pay the MEA directly, then the employer agrees to deduct the amount set by the MEA in accordance with lawfully instituted procedures. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Section 3: Checkoff

The employer shall deduct assessments, contributions and Association dues or service fees from each employee's pay and transmit the total deductions to the Treasurer of the Association on or before the fifteenth (15th) day of each month, following the month in which said deductions were made, together with a listing of each employee, the employee's Social Security Number, and the amount that is deducted each month from each individual employee, provided however, that the Association shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures.

Section 4: Indemnification.

The Association shall indemnify and save the Employer harmless and forever release the Employer, including the Board of Education, its Officers and Agents, on behalf of itself, its successors, agents, and assigns, from any and all claims, demands, suits or other forms of liability that shall arise out of this Article, or arising out of an action, or non-action, in reliance upon this Article. The provisions of any State, Federal, Local Laws or statute which provide that such an indemnification clause or release shall not extend to this Article, or to claims, demands, suits or other forms of actions which are unsuspected to exist at the time to the parties executing such an indemnification and release, are hereby waived.

ARTICLE 3

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practice as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, religion, national origin, sex, age or disability. (The District agrees to comply with the provisions of the American with Disabilities Act.)

ARTICLE 4

VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the premises of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed or for assisting in the adjusting of grievances, provided that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE 5

OFFICERS

- A. The employees shall be represented by a President and a Grievance Chairperson who shall be chosen or selected in a manner determined by the employees and the Union and whose names shall be furnished to the Board in writing by the Union.
- B. Reasonable arrangements may be made to allow the President and the Grievance Chairperson time off with pay for the purpose of investigating

grievances and to attend grievance and negotiating meetings after arrangements have been made with their supervisor.

- C. During their term of office, the President and Grievance Chairperson shall be deemed to head the seniority list for the purpose of lay off and recall only, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.

ARTICLE 6

SAFETY PRACTICES

- A. The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the provisions of the Occupational Safety and Health Act, state and local regulations.
- B. The employee will notify the Board and Union in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition, if in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee(s).
- C. Repeated notices of job hazards which do not turn out to be substantiated shall be cause for written warning.
- D. If notices of employer are not resolved, the issue in question could become part of the grievance procedure at the third step.

ARTICLE 7

JURISDICTION

Persons in supervisory, non-union roles may assist with work covered by this Agreement, but not on a regular basis.

ARTICLE 8

CONTRACTUAL WORK

The right of contracting or sub-contracting is vested in the Board. The right to contract or sub-contract shall not be used for the purpose of undermining the Union or to discriminate against any of its members, nor shall use of contracting or sub-contracting result in the reduction of the present work force as is now in effect, or in the event of the

extension of service shall contracting or sub-contracting be used to avoid the performance of work covered under this Agreement.

ARTICLE 9

SENIORITY

- A. A newly hired regular employee shall be on probationary status for ninety (90) work days. If at any time prior to the completion of the ninety (90) work day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the ninety (90) work days of employment shall work additional days equal to the number of days absent and such employee shall not have completed their probationary period until these days have been worked.
- B. After satisfactory completion of the ninety (90) day probationary period seniority and all matters pertaining to benefits shall be retroactive to the first day of work.
 - 1. The probationary period for attendance will be two (2) years from the first date of employment.
- C. Employees shall be laid off and recalled according to their seniority in their classification. An employee on a scheduled lay off shall have the right to displace a lesser seniority employee within the bargaining unit, provided the senior employee is qualified to hold the position held by the lesser seniority employee.
- D. An employee will lose their seniority for the following reasons:
 - 1. The employee resigns.
 - 2. The employee is discharged for just cause.
 - 3. The employee retires.
 - 4. Layoff for a period equal to 24 consecutive months.
- E. An updated seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain each employee name, date of hire, location and classification. Seniority in classification shall be as of the date of entry into the classification.
- F. For employees hired prior to 7-1-98, seniority shall be retained within the bargaining unit for an employee who transfers to a supervisory position, with that employee having the right to exercise the seniority that they earned while they were a member of the bargaining unit, and return to the bargaining unit in the event that such employee vacates their supervisory position. Employees hired after 7-1-98 who transfer to a supervisory position, shall have a 60 work day probationary period as per Article X, Paragraph A, with return rights during 60 working days.

ARTICLE 10

TRANSFERS AND PROMOTIONAL PROCEDURE

Section 1. Vacancies and Newly Created Positions

- A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy and the employees shall be given three (3) working days in which to make application to fill the vacancy or new position. The District will fill all vacancies within a reasonable time frame of no less than thirty (30) working days.
- B. The Board and the Bargaining Unit will appoint members to serve on a Transfer and Open Position Committee. The committee will be made up of three (3) union members (selected by the union president) and three (3) members of the Administration. This committee will not include the Superintendent. The committee structure and purpose will be re-evaluated with the expiration of this agreement.
- C. As custodial positions become open the committee will meet and discuss the position and the employees interested in filling the position. Decision will be made by consensus. If no consensus can be reached the highest senior employee making application will be chosen under a trial period of sixty (60) days. After sixty (60) days, the Superintendent will make a decision as to whether the employee will continue in the position. If a least senior employee is granted the position, all effected employees will be notified. If the more senior employee is not given the position, he/she can request in writing the reasons. If requested the employee will be given suggestions for improvement.
- D. This committee will also discuss the transfer of employee from building to building. It is not the intent of the Board to remove head custodians or move people from the day shift to the night shift.
- E. This committee will also discuss at quarterly meetings any non-contractual issues and other concerns that either party may have.
- F. The committee will also discuss the exam and how it should be administered.

Section 2. Involuntary Transfers

- A. The Board can temporarily and involuntarily transfer the least senior employee in the same classification.
- B. Temporary transfer shall be for a period of no longer than thirty (30) working days, except in the event that both parties mutually agree to extend the temporary transfer beyond the thirty (30) working day time period. In the event that it is not mutually agreeable between the parties to extend the

temporary transfer beyond the thirty (30) working days time period, the position shall then be considered an open position and posted.

Section 3. Probationary Period – Vacancies

- A. An employee who bids on a new position shall serve a probationary period of sixty (60) working days. During this sixty (60) working day probationary period, the employee may request to be returned to their former position and the Board shall honor such request. In the event that the employee's work performance is unsatisfactory to the Board, the Board shall have the right to return the employee to their former position. In the event that the Board returns the employee to their former position, the Board shall furnish the affected employee the written reason or reasons as to why their work performance was unsatisfactory. During the time period that the employee is serving the sixty (60) working day probationary period, the Board may fill any subsequent vacancies with a substitute employee.

ARTICLE 11

JOB ELIMINATION/BUMPING

"Bumping" – in the event of an eliminated unit position the following procedure shall be applied :

- A. Any employee whose position has been eliminated may within five work days of receipt of said notice; "bump" any employee within the unit who has less district-wide seniority provided the employee is qualified/certified for the position. Failure to exercise bumping rights within the five day period will result in loss of employment rights.
- B. Any employee so "bumped" may bump another employee until all jobs have been filled based on seniority and qualifications.
- C. If the employee has completed the probationary period but does not have enough seniority to exercise his/her bumping rights, the employee will be considered laid off from the district. Laid off employees will remain on the recall list for up to one calendar year from the effective day of the layoff. Laid off employees will be recalled to employment based on seniority and qualifications.
- D. No employee shall be entitled to bump into a position for which he/she has not the present ability to perform the work.
- E. Should an employee who bumps in a position return to their former (eliminated) position, the position vacated shall be posted and bid.
- F. Employees will be compensated per agreement for the position he/she bumped into.

ARTICLE 12

DISCIPLINE - DISCHARGE

- A. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among, but not limited to, the causes which shall be deemed sufficient for dismissal, suspension, demotion or other disciplinary action are the following:
1. Unauthorized or excessive absence from work.
 2. Commitment and conviction of any criminal act.
 3. Conduct unbecoming any employee in the public service.
 4. Disorderly or immoral conduct.
 5. Incompetency or inefficiency.
 6. Insubordination.
 7. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating liquor in any degree whatsoever.
 8. Neglect of duty.
 9. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment.
 10. Violation of any lawful regulation or order made by a supervisor.
 11. Willful violation of any provision of this contract.
 12. Deliberate falsification of records and reports.
 13. Possession or use of illegal drugs on school property.
 14. Use of tobacco in violation of State Law.
- B. An employee may be dismissed, suspended or disciplined without pay, pending investigation and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights, and all other fringe benefits that the employee would have earned during the suspension or dismissal period. If the dismissal is sustained or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date such action was taken.
- C. The Union with specific written consent of the employee shall have the right to review the personnel file of an employee within the bargaining unit, upon making the request to the Administration of the School District. An employee, upon making request shall have the right to review the contents of their own personnel file maintained by the Board. Such review of personnel files must be done in the Board of Education offices under the supervision of a designated school employee.
- D. The employer agrees to remove any discipline from an employee's personnel file after a period of two (2) years from the issuance of said discipline, with appropriate exception. Appropriate exception as used in this Article shall

include serious misbehavior or unprofessional conduct as defined in Revised School Code Section 380.1230(b).

ARTICLE 13

NEW JOBS

- A. The Board shall notify the Union in writing when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect the new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Board shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) working days following the date of written notification to the Union. During this thirty (30) working day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted through the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE 14

UNPAID LEAVES OR ABSENCE

- A. An employee who because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work, shall be given a leave of absence for a period of up to one (1) year for such disability, which may be extended by mutual agreement between the parties provided the employee promptly notified the Board of the necessity therefore and provided further that the employee supplies the Board with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Board. Employees must utilize all vacation and personal days before unpaid sick leave will be granted. If eligible, the

employee must apply for a leave under the Family Medical Leave Act (FMLA) and follow the guidelines set forth in Article 14 (K).

- B. Leaves of absence shall be granted for up to one (1) year for physical or mental illness, prolonged serious illness in the immediate family which shall include husband, wife, children or parents of the employee.
- C. Leaves of absence may be granted for reasonable periods of time for training related to an employee's regular duties in an approved education institution.
- D. The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.
- E. Leaves of absence will be granted to employees who are active in the National Guards or a branch or the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- F. Any employee in the bargaining unit elected or appointed to full time Office, position in the Union, or position in government whose duties require their absence from work shall be granted a leave of absence without pay for the term of such office or position.
- G. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Board, a copy furnished to the employee and a copy sent to the Union.
- H. An employee who meets all of the requirements as herein before specified may be granted a leave of absence without pay and the employee shall not accumulate seniority during their leave of absence and the employee shall not be entitled to resume their regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board. If circumstances change during the leave, the employee must notify the Superintendent in writing within ten (10) working days, to inform him/her of same so that they may reassess the leave of absence. If the employee utilizes the leave for purposes other than the reason requested, discipline including termination may result.

Employees may not work at another job during their leave of absence unless approved in advance by the Board of Education.

- I. Pregnancy Guidelines - Whenever an employee shall become pregnant, the employee shall by the end of the fourth (4th) month furnish the Board with a

statement from a physician stating the approximate date of delivery and any restrictions on the nature of work that the employee may be able to do and the length of time the employee may continue to work. When the employee is required to interrupt employment upon the advice of the physician, the employee may use sick days during her disability or the employee shall immediately be granted a leave of absence. Upon return to work the employee will be required to furnish a signed medical statement to the Board from the physician indicating that the employee is physically able to return to work.

- J. If an employee is granted continuous leave(s) of absence(s) for one year or less, he/she will be guaranteed the same position upon his/her return from leave. The Board may grant, at its discretion, leaves of absence of more than one year. If an employee is on a leave of absence for more than one (1) year, there is no guarantee of returning to their former position upon return from leave.
- K. Family or Medical Leave as per the Family and Medical Leave Act (FMLA) will be unpaid leave. If leave is requested, the employee must use all of his/her accrued paid vacation leave, sick leave, or personal leave concurrent with the FMLA leave. The remainder of the period will then consist of unpaid leave.

ARTICLE 15

GRIEVANCE PROCEDURE

Definitions

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
- B. The term "immediate supervisor" as used herein shall be construed to mean the Building Principal for those employees who are regularly assigned to either the High School, Middle School or Elementary School buildings, and for all other employees the term "immediate supervisor" shall be defined as the person to whom that employee is directly responsible.
- C. The time elements in the steps may be shortened, extended or waived upon written agreement between the parties.
- D. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- E. A grievance concerning alleged safety hazards may be processed directly to Step Three (3) of the grievance procedure upon the employee having orally discussed the grievance with the immediate supervisor.

- F. Any grievance which is not appealed within the specified time limits set forth in the Step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that step level of the grievance procedure, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.
- G. Any employee or Union grievance not presented for disposition through the grievance procedure within ten (10) working days of the occurrence of the condition giving rise to the grievance, or within ten (10) working days of the date it is reasonable to assume that the employee first became aware of the condition giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Step One

- A. Any employee having a grievance shall discuss the grievance with their immediate supervisor and then if the grievance is not settled orally, the employee may request a meeting with the President and/or the President's designee to discuss the grievance. A written document signed by both parties will be used as evidence that a meeting was held.
- B. The President and/or the President's designee then may submit the grievance in writing to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the President shall sign the grievance.

Step Two

- A. The President and/or the President's designee and the grievant shall meet with the immediate supervisor to discuss the grievance within ten (10) working days of its written submission to the immediate supervisor.
- B. The immediate supervisor shall give his/her decision in writing relative to the grievance within ten (10) working days of the meeting with the President and/or the president's designee and shall submit a copy of that decision to the union business representative.

Step Three

- A. Any appeal of a decision rendered by the immediate supervisor shall be presented to the Superintendent of Schools, stating the reason or reasons why the decision of the immediate supervisor was not satisfactory, within ten (10) working days from the date of receipt of the decision rendered by the immediate supervisor.

- B. The Superintendent of Schools shall then meet with the President and/or the President's designee within ten (10) working days from the date of submission of the appeal of the grievance to the Superintendent of Schools.
- C. The Superintendent of Schools shall give his decision in writing relative to the grievance within ten (10) working days.

Step Four

- A. Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education and the Board of Education or a committee thereof, unless the employee request that the hearing be before the Board of Education at a regularly scheduled or special meeting. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent of Schools was not satisfactory.
- B. The Board of Education shall give a decision in writing relative to the grievance within ten (10) working days of its meeting.

Step Five

- A. The appealing party shall, within ten (10) working days or receipt of the written decision of the Board of Education, request the American Arbitration Association to submit a list of arbitrators under the rules of the American Arbitration Association.
- B. The arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing. Any member called to testify will not suffer loss of pay.
- C. Each party shall be responsible for the expenses of non-employee witnesses that they may call.
- D. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof or to specify the terms of a new Agreement, not to substitute his discretion for that of any of the parties hereto.
- E. The fees, expenses and filing fees of the Arbitrator shall be borne solely by the non-prevailing party. In the event the Arbitrator grants an award which is not clearly in favor of either party or does not grant the total relief that the Union is requesting, but yet does not totally rule in favor of the Board, then the fees, expenses, and filing fees of the Arbitrator shall be shared equally between the parties.
- F. The Arbitrator shall render his decision.

- G. The decision of the Arbitrator shall be final, conclusive and binding upon all employees of the Board and the Union.

ARTICLE 16

HOURS AND WORK WEEK

Section 1. Work Day and Week

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday.
- B. The normal work day shall be eight (8) consecutive hours plus a one-half (1/2) hour unpaid lunch period.
- C. When permanent changes in work schedules are necessary due to operating conditions, the matter will be discussed with the President and/or designee and the Superintendent of Schools and/or their designated representatives. In the event agreement cannot be reached, the schedule proposed by the Board shall be worked. Such schedule change shall not be subject to the Grievance Procedure.
- D. If additional custodial hours need to be added during the term of this Agreement, hours will first be added to current employees working less than full time.

Section 2. Overtime Rates will be Paid As Follows:

- A. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one week for which overtime has not already been earned.
- B. Time and one-half (1-1/2) will be paid for all hours worked on Saturday, provided the employee has worked or been paid for forty (40) hours in the current work week.
- C. Double time (2X) will be paid for all hours worked on Sunday, provided the employee has worked or been paid for forty (40) hours in the current work week.
- D. No employee will be required to take time off from their normal work schedule during the week in place of receiving any overtime compensation for any overtime hours worked.

Section 3. Call Back

Whenever an employee is required to return to work either prior to the start of their regular work hours, or upon completion of their regularly scheduled working hours,

the employee shall receive the pay for the actual time worked at the appropriate rate of pay, or a minimum of two (2) hours pay, which must be worked, at the employee's straight time hourly rate, whichever is greater. In order for an employee to receive pay for the actual time worked, the employee must punch in and out.

Section 4. Reporting Pay

Any employee called to work or permitted to come to work without being notified that there will be no work, shall receive a minimum of four (4) hours pay, which must be worked, or if the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

Section 5. Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

If a head custodian is not available, the district will ask for volunteers from the building first to act as head custodian, if there are no volunteers, the custodian with the least amount of seniority in that building will be required to assume the head custodian position for that shift.

Section 6. Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight will receive a shift differential of 2% per hour for all hours worked that day. Employees who are regularly scheduled for four (4) or more hours of work between 12:00 midnight and 8:00 a.m. shall receive a premium of 3% per hour for all hours worked that day.

Section 7. Rest Periods

All employees covered by this Agreement who work an eight (8) hour day shall receive one fifteen (15) minute rest period during the first four (4) hours of the day and one fifteen (15) minute rest period during the second four (4) hours of the work day. Eight or more hour work days must include 30 minutes taken for a dinner break.

ARTICLE 17

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave

- A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with a limit of one hundred and thirty-two (132) days. One (1) day sick leave

- per month is only earned for months that the employee draws a pay check from the Board.
- B. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, injury or for medical, dental or optical examination or treatments. Sick leave shall be granted also to each employee covered by this Agreement for personal illness for mother, father, and for the members of the employee's family which resides in the employee's household and requires the care and attention of the employee.
 - C. Records of sick leave accumulated and taken shall be maintained on an hourly basis, with employees being able to utilize sick time in one hour increments. Proper notification must be given to the district with reasons(s) for the absence. In the event an employee is absent for three (3) or more consecutive days, a medical excuse may be required. Records of sick leave accumulated and taken shall be available to the employees or the Union upon request. Improper use of sick day leave will be subject to disciplinary procedures.
 - D. Sick Day Leave/Accumulation after five (5) years of employment and a minimum of 50 sick days accumulated provides the following:
 - a. Continue to accumulate as per master agreement.
 - b. "Cash in" any or all unused sick days allocated during the fiscal year ending on June 30th at \$60 per day.
 - E. In recognition of employees who utilize sick leave each year on a minimal basis, the following benefit will apply:
 - 1. Employees who utilize zero (0) sick days will be able to add a bonus of two (2) day's pay, or two (2) additional vacation days (to be used when school is not in session) to their annual allowance.
 - 2. Employees who utilize 1-2 sick days will be able to take a bonus of one (1) day's pay, or 1 additional vacation day to be used when school is not in session.
 - F. If an employee becomes incapacitated due to an accident on the job or occupational disease, he/she may be employed at other bargaining unit work within the school district suitable to his/her rate of pay at his/her regular classification.

Section 2. Funeral Leave

- A. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean the employee's natural parents, stepparents, siblings, spouse, children, step-children, grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and spouse's parents. Additional time shall be charged to sick leave. In the event of the death of an

aunt or uncle, the employee will be allowed one day per occurrence for a maximum of two (2) occurrences per fiscal year.

- B. Employees may be granted time off without pay to attend the funeral of non-family members at the discretion of the Superintendent. The exercise of said discretion is not subject to the Grievance Procedure.
- C. In the event of death of an employee of the School District, funeral leave in paragraph (B) of this Section will be restricted to a representative number of employees within the bargaining unit to attend the funeral with that number to be mutually agreed upon between the Superintendent of Schools and the President and/or designee.

Section 3. Personal Leave Days

Employees will be granted two (2) personal leave days per contract year with pay not chargeable against the employee's sick leave.

- A. Request must be made five (5) working days in advance, except under emergency circumstances.
- B. Cannot be used the day before or after any scheduled school vacation period.
- C. Maximum of two (2) employees to be granted personal leave on the same day and total number of employees to be approved for absence from the bargaining unit on any day scheduled for student instruction be limited to eight (8). This includes scheduled vacation time.
- D. Employees who do not use personal leave days may:
 - 1. Convert to accumulated sick days.
 - 2. "Cash in" for \$60 per day.

ARTICLE 18

INSURANCE PROTECTION

Section 1. Hospitalization Insurance

- A. The Board shall provide to the employee and the employee's family with health insurance coverage comparable to MESSA Choices 2. The MESSA Choices 2 specifications shall be used as reference to determine level of benefits. All pre-existing conditions will be covered. All claims will be kept strictly confidential from the Board, the administration, and the association. Any insurance reports furnished to the Board, administration, or association, shall contain no reference numbers or names of individuals.

New hires after July 1, 2005 will have the following health benefits:

1. First three years of employment, employee is eligible to receive only Member Only Health coverage.
2. Year four and five of employment, employee is eligible to receive Member plus Dependent Health coverage.
3. Year six of employment and thereafter, employee is eligible to receive Member plus Dependents coverage.

B. A \$15 per month employer contribution to employee flexible spending account is effective October 1, 2005.*

*For employees who elect the district's medical insurance, this contribution shall be paid toward the cost of the medical insurance premiums pursuant to IRS Section 125. For employees who opt out of Messa Health Care, this contribution shall be made to the employee's flexible spending account for any permissible purpose; pursuant to IRS Section 125.

Section 2. Dental Insurance

The Board shall provide Dental Insurance for employees and their dependents. The Dental insurance provided by the Board shall be comparable to Delta Dental Insurance Group 709 (80/80/80).

Section 3. Vision Care

The Board shall provide Vision Insurance for the employees and their dependents which shall be comparable to VSP-Vision III.

Section 4. Benefit Options

Plan A- Employees may receive insurance comparable to MESSA Choices II; Delta Dental 80/80/80; and VSP III.

Plan B- In lieu of health, dental and vision coverage, an employee who has insurance coverage elsewhere, may opt to receive a monthly payment in lieu of benefits of \$120 per month.

Plan C- In lieu of health insurance only, employees may opt to receive a \$25/month annuity and dental insurance equivalent to Delta Dental 80/80/80 and vision insurance equivalent to VSP III.

Section 5. Life Insurance

The Board shall pay the full premium for a \$50,000 term life insurance plan for each employee covered by this Agreement.

Section 6. Long Term Disability Insurance

The Board shall pay the full premium for a Long Term Disability Insurance which shall include the following:

1. The plan shall have ninety (90) calendar days waiting period with the employee to receive the payments for such insurance as of the ninety-first (91st) calendar day.
2. The plan would pay the premiums to an eligible employee up to the age of sixty-five (65) in the case of disability.
3. The plan would pay sixty percent (60%) of the employee's normal monthly earning to a maximum benefit of \$2500.00.

Section 7. Payment of Premiums

- A. The Board shall pay the herein described insurance premiums for each full time, twelve (12) month employee for the full twelve (12) months of each year. Twelve (12) month part time employees will receive pro-rata payment of premiums, the balance to be paid by the employee through authorized payroll deduction.
- B. Ten (10) month employees will not be eligible for the Board paid insurance benefits described herein. This provision does not apply to members of the bargaining unit employed prior to July 1, 1980.

Section 8. Carriers

The Board reserves the right to obtain coverage comparable to those provided in Sections 1, 2 and 3 above through insurance carriers appointed by the Board.

Section 9. Limits of Liability

- A. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.
- B. The Board by payment of the premium payment required to provide the coverage's set forth herein shall be relieved from all liability with respect to the benefits provided by the insurance company; failure of any insurance company to provide any of the benefits for which it has contracted, for any reason nor shall failure be considered a breach of any obligation by either of the two organizations.
- C. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.

ARTICLE 19

HOLIDAYS

- A. The Board will pay the normal days for the following holidays for all employees covered by this Agreement even though no work is performed by the employee:

New Year's Eve Day	July 4th
New Year's Day	Labor Day
MLK Day*	Thanksgiving Day
Presidents Day*	Day after Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day

(*Provided school is not in session. If school is in session on one of those holidays, another non-school day within the fiscal year will be substituted. If school is in session on these days and another day is substituted, there will be no double time for hours worked on these holidays.)

- B. Employees must work or be paid for the last scheduled work day before, and the first scheduled work day after a holiday in order to receive holiday pay, unless excused by their supervisor in advance.
- C. Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.
- D. If an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday or shall receive their normal daily rate of pay for the holiday. In the event that the employee is on paid sick leave on any of the above named holidays, the employee shall not have that day charged against their allowable sick leave.
- E. Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

ARTICLE 20

VACATIONS

- A. All employees covered by this Agreement who have completed one (1) year of service shall receive two (2) weeks vacation with pay; after five (5) years of service, three (3) weeks vacation with pay; after ten (10) years of service, four (4) weeks vacation with pay. Vacation time must be utilized in one-half day increments.
- B. A newly hired employee shall receive a pro-rata vacation allowance which shall be earned from the employee's date of hire until the first (1st) day of

July following their date of hire. Every year thereafter, the employee shall earn their vacation from July 1st through June 30th of each year. Each employee's vacation eligibility shall be determined or earned as of July 1st of each year, and the amount of vacation time to be granted shall be determined from the employee's year of hire, as opposed to the current year the employee is due to be granted vacation time.

- C. To be eligible for a full vacation, an employee must have worked eighty percent (80%) of their regularly scheduled working hours. An employee who works less than eighty percent (80%) of his regularly scheduled working hours shall receive a pro-rated vacation allowance based on their actual percentage of hours worked.
- D. Vacations will be limited to the following on scheduled student instruction days:

<u>Vacation Days</u>	<u># can be used on Student Instruction Days</u>
20	15
15	10
10	5

- E. Employees terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between their anniversary date and their termination date.
- F. Employees may take their earned vacation throughout the calendar year, providing that they furnish the Board a minimum of two (2) weeks written notice prior to the date that the employee desires to take such allowable vacation. No more than (8) eight employees from the bargaining unit will be granted personal/vacation time on student instruction days, with the exception of November 15 when ten (10) employees may take a vacation day. Vacation requests for November 15 must be submitted for approval to the Superintendent no later than 20 working days prior to the requested vacation. If more than the allotted number of employees request vacation on the same day, the requests will be granted by seniority. The Board may allow more than eight (8) employees to be out on non-instructional days or if they deem a higher number to be acceptable, however, custodians may be assigned to another building on the basis of seniority. No more than one maintenance staff or mechanic may take vacation on any scheduled school day. No vacations will be allowed during the last week of scheduled student instruction as well as two (2) weeks prior to the beginning of the student school year. If a vacation request is denied and the employee uses a sick day during the time requested, the employee will be required to present a doctors' certification of illness.

- G. Employees who are hired after July 1, 2001 must utilize all vacation time within the fiscal year, there will be no vacation carry over. Those employees hired prior to July 1, 2001 may carry over two (2) weeks of vacation time.
- H. After five (5) years of employment, employees are eligible to participate in the Vacation Incentive Plan. Under the plan, employees must use 80 hours of vacation time per year. There will be no carryover of vacation into the next year except for existing employees hired prior to July 1, 2001. Employees may "Cash In" all accumulated vacation days over 80 hours instead of carry over and/or loss of days within the fiscal year completed on June 30th at the employee's regular rate of pay. Once an employee "cashes in" on unused vacation, in subsequent years they will not be allowed to carry-over unused vacation time. They must either use it or cash it in.

ARTICLE 21

INCLEMENT WEATHER DAYS

Whenever school is cancelled or dismissed due to inclement weather, the employees covered by this Agreement are required to come to work unless otherwise notified. In the event that the employee is unable to arrive at work on time, the employee is to make a continuous effort to arrive as soon as possible. The employee who follows this practice shall receive their normal day's pay for those days they are unable to work due to such weather conditions. If school is closed due to some reason other than inclement weather (example: power outage) employees should report for work for their regular shift unless notified otherwise.

ARTICLE 22

JURY DUTY

Employees requested to appear for jury qualification or service shall receive pay from the Board for such time lost as a result of such appearance or service less any compensation received for such jury service. Employees receiving jury duty notice shall immediately report same to their supervisor. Evidence of Jury Duty notice must be in writing.

ARTICLE 23

WORKER'S COMPENSATION

In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use their sick leave in the same manner as if the injury or illness was not compensable under Worker's Compensation for any day which they receive sick pay from the Board. For any Worker's compensation received, the employee's sick leave shall be reduced only

by the portion of a day equal to the portion of the employee's gross pay actually paid by the Board. To be eligible for worker's compensation the employee must immediately report the accident or injury to their supervisor and then seek medical aid at the Corporate Connection at Mercy Memorial Hospital.

ARTICLE 24

FRINGE BENEFITS

It is hereby agreed between the parties that in the event an employee who is covered by this Agreement is regularly scheduled to work less than forty (40) hours per week, the employee shall be entitled to a pro-rata portion of sick, funeral, and personal leave day benefits.

ARTICLE 25

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A, and Schedule B attached hereto and made a part hereof by reference.

ARTICLE 26

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section One

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section Two

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

Section Three

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article and/or supplements should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 27

BINDING EFFECTIVE AGREEMENT

Section One

This Agreement shall be binding upon the parties hereto, their successors and assigns.

Section Two

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions upon, the Board and the Union.

ARTICLE 28

RIGHTS OF THE BOARD

The Board reserves unto itself all rights, powers, and privileges inherent in it, or previously exercised by it, or vested in it or conferred upon it by the laws and constitution of Michigan and the United States and any other source. The Board retains all rights to fully implement Public Act 112.

By way of illustration and not by way of limitation, rights which will continue to be exercised exclusively by the Board without prior negotiation shall include; except as expressly provided elsewhere in this Agreement or Act 379 of the Michigan Public Acts of 1965, the right to:

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Board.
2. Continue its right 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, but not in conflict with the specific provision of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working force, include 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 service, supplies and equipment necessary to continue its operations, and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation.
5. Adopt reasonable rules and regulations.

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, building or other facilities.
8. Determine the financial policies, including all account procedures and all matters pertaining to public relations.
9. Determine the size of the management organization, its function, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selecting, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE 29

STRIKES AND LOCKOUTS

The Union and the Board subscribes to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. During the duration of this agreement, there will be no lockout or union strike.

ARTICLE 30

TERMINATION, CHANGE OR AMENDMENT

- A. This Agreement shall continue in full force and effect until June 30, 2006.
- B. If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the termination date give written notice of termination. If neither party gives notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- C. If either party desires to modify this Agreement it shall ninety (90) calendar days prior to the termination date or any subsequent termination date give written notice of amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement has been given in accordance with this paragraph; this Agreement may be terminated by either party on ten (10)

calendar day's written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Monroe County Education Association MEA/NEA and the Board, addressed to the Airport Community Schools, 11270 Grafton Road, Carleton, Michigan, 48117, or to any other such address the Union may make available to each other.

E. The effective date of this Agreement is July 1, 2004.

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

AIRPORT COMMUNITY SCHOOLS
BOARD OF EDUCATION

MONROE COUNTY EDUCATION
ASSOCIATION

President, Board of Education

Secretary, Board of Education

SCHEDULE A

SALARY SCHEDULE I

	<u>7-1-04</u>	<u>7-1-05</u>
Maintenance Leader	18.25	18.43
Maintenance	17.98	18.16
Mechanic	18.25	18.43
Driver/Grounds/Warehouse	16.12	16.28
Head Custodian	16.69	16.86
Custodian	15.73	15.89

Longevity:

Five (5) Years Service	-	\$400
Ten (10) Years Service	-	\$600
Fifteen (15) Years Service	-	\$800
Twenty (20) Years Service	-	\$1000

Longevity lump sum payment will be on the first non-paid Friday in December. Years of service for determining longevity payments will be based upon actual years of service as of December 1 of the year in which the current longevity will be paid.

The following are examples:

Example 1: Employee A has a seniority date of November 30, 1991. Employee A Would receive a check for longevity on December 1, 1996 for 5 years of service.

Example 2: Employee B has a seniority date of December 3, 1991. Employee B Would not be eligible for longevity until December of 1997. They did Not meet the December 1st deadline.

Eligible employees who sever their employment with the school district will receive his/her longevity benefit paid in one lump sum. If an employee severs his/her employment within the school year, their longevity benefit will be calculated for months worked.

Payment will be given to such employees two (2) weeks after severing their employment with the school district.

NEW HIRE SALARY SCHEDULE

The starting pay for new hires will be \$2.00 less than the corresponding pay on Schedule A. At the end of 6 months, the amount will increase by \$.50. At the end of one year, the amount will increase by an additional \$.50. At the end of two years, the pay will revert to Schedule A.

Retirement Incentive

1. Must have 15 years of continued employment with the school district.
2. Must be eligible to retire under the State of Michigan Retirement System Guidelines.
3. The District will reimburse the employee \$30 per day for each accumulated sick day. The maximum reimbursement will be for 132 days or \$3960. Upon retirement, for an employee with less than 132 days, district attendance records will be checked to recapture lost sick days. (Lost sick days are sick days that were forfeited because the employee had accrued sick days beyond the cap in previous contracts.) Current records will track the number of days eligible for this retirement incentive.

Grass Cutting

Both parties agree to allow the district to sub-contract the cutting of grass and some maintenance of athletic fields. The District agrees that if cuts are necessary because of financial problems that the contracted service will be eliminated before any layoffs occur.

Change of Duties/Responsibilities

If there is a change of duties/responsibilities, administration will give notice and meet with association at monthly joint meetings.

Training of these changes/responsibilities will be performed by administration.

Miscellaneous

- A. The district will budget \$1000 per mechanic annually for the purchase of mechanics' tools necessary to properly maintain the systems fleet. The purchase of the tools will be approved by the Business Manager. The mechanics do not need prior approval for these purchases, but must submit receipts or Purchase Orders to the Business Manager for reimbursement. The mechanics will maintain an inventory of tools purchased for their use by Airport Community Schools.

Upon retirement or resignation, the mechanic(s), may, at their option, sell usable tools back to the district. The purchase price of the tools will be determined as the average of two independent appraisals completed by each party. All tools to be purchased in this manner must be clearly identified and inventoried.

- B. The district will provide one (1) winter coat over the life of this agreement to the following persons:
 - (2) Garage mechanics
 - (2) Maintenance workers

- C. The district will purchase five (5) uniforms to start and then two (2) per year as needed. Employee is responsible for cleaning.
- D. The district will fully pay for ten (10) union days per year.
- E. Mechanics and Maintenance will continue on the uniform program they currently have.
- F. Employees will be paid the current IRS rate for travel related to their employment. Such rate for travel will be paid when the employee reports such travel to his/her supervisor.
- G. Employees who have taken job-related training will be reimbursed costs for such training. Costs will be fees, charges and tuition. Training will be defined as workshops, in-service, licensing, continuing education units and college credits. Employees should apply for approval prior to registration for such training to assure reimbursement. Notification of approval or disapproval with rationale will be forwarded to the employee no longer than two (2) weeks after submission to the Business Manager.

Upon completion of such training, the employee will submit proof to the Business Manager. Proof is defined as a certificate, a letter of attendance and/or a report of grades from the institute and/or the company providing such training. Reimbursement will be paid in the employee's paycheck two weeks after submission of proof.