

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MASON CONSOLIDATED EDUCATIONAL SUPPORT PERSONNEL
-AND-
MASON CONSOLIDATED SCHOOL DISTRICT**

PREAMBLE

Agreement entered into this ~~1st~~ ____ day of July _____, ~~2004~~ **2005** by and between the Mason Consolidated School District, hereinafter referred to as "School District," and the Mason Consolidated Educational Secretarial/Food Service Association/MEA/NEA, hereinafter referred to as the "Association."

The School District and the Association acknowledge that this agreement is authorized pursuant to the provisions of Act 336 of the Public Acts of 1947, as amended. This agreement shall be a binding obligation on the parties for the duration of this agreement or until changed by the written mutual agreement of the parties, unless otherwise provided in this agreement.

ARTICLE I
DEFINITIONS

1. "School District" shall refer to the corporate entity, the board of education, the Superintendent of schools and/or his or her designee, including but not limited to the administration of the district.
2. "Association" shall refer to the association which represents the respective employees covered by this agreement, the individual employees specified in this agreement as being subject to the terms and conditions set forth herein, and those persons designated by the association and/or employees to act on their respective behalf.

ARTICLE II
RECOGNITION

1. The Board of Education hereby recognizes the Association as the sole and exclusive bargaining unit representative for all employees covered by this agreement for the duration of the agreement and for as long as the Association continues to be the certified representative of said employees under the authority of the Public Employment Relations Act.
2. Employees covered by this agreement shall include regular full-time and less than full time employees assigned to food service and secretary/clerical, in the following **THREE (3)** categories, **CLASSIFICATIONS** and specifically the following:

FOOD SERVICE

- A. Head Cook – Full Time **SCHOOL YEAR**
- B. Baker/Assistant Head Cook – Full Time **SCHOOL YEAR**
- C. Cooks & Cashiers – Less Than Full Time **SCHOOL YEAR**

SECRETARIAL STAFF

- A. Secretarial Staff - Full Time Full Year
- B. Secretarial Staff - Full Time School Year

TECHNOLOGY/DATA PROCESSING

A. TECHNOLOGY ASSISTANT/DATA PROCESSOR – LESS THAN FULL TIME FULL YEAR

3. Employees of the school district, not covered by this agreement, shall include the following:

- A. Superintendent of Schools, Deputy or Assistant Superintendents
- B. All Principals and Assistant Principals
- C. All Administrators, directors, forepersons, or other members of the administrative staff
- D. All other persons not specified by this agreement
- E. Probationary Employees
- F. Per Diem Casual Part-time and Substitute Employees
- G. Secretary to the Superintendent
- H. Secretary of Adult Education

4. The inclusion of newly created positions, new categories of employees, or other groups of employees, shall be subject to discussions between the parties at the time of such creation. Disputes regarding inclusion or exclusion shall be determined by the Michigan Employment Relations Commission.

ARTICLE III
UNION RIGHTS

A. The Board agrees to furnish the Union, in response to reasonable requests not subject to privilege or other claim of privacy, all available information concerning the financial resources of the District, including, but not limited to: annual financial reports and audits, tentative budgetary requirements including allocation Board budgets, membership data, staff directories, salary schedules, and such other information that will assist the Union in development of intelligent, accurate, informed and constructive programs on behalf of its members. Nothing in this provision shall be construed as requiring the district to create or otherwise prepare any document which is not

in existence or which the district would not otherwise create for its own purposes. Further, this provision shall not be construed in a manner which requires the district to disclose information of a personal or private nature, or information which is not otherwise subject to disclosure under the provisions of the Michigan Freedom of Information Act, or P.A. 379.

- B. The Union and its members shall have the right to use school building facilities, subject to Board policies, at all reasonable hours, for meetings, social meetings, and fund-raising activities; this includes use of equipment necessary for the preparation and conduct of the Union's activities at no expense to the Board of Education. The use of the facilities shall include the use of furnishings and equipment, but shall not include costs associated with refreshments, copy expense, or other expenses directly attributable to the association activity. The rights afforded the Union pursuant to this provision shall not be disruptive of other events occurring within the district, nor shall they become burdensome or otherwise result in excessive cost to the district. It is the mutual intention of the parties that the Association shall be treated as any other community group utilizing the facilities. It is not the intention of this provision to restrict the union in any manner as it relates to the representation of its membership or the exercise of its legitimate rights under the Public Employment Relations Act.
- C. The Employer shall provide the Association with a bulletin board in each building for union business. Additionally, the Association shall be permitted to use interoffice mail to communicate with its membership.
- D. The Board shall provide Five (5) school days per year of release time for the purpose of Union business. The Board shall pay for the cost of the substitute. The Board shall pay the salary/wages of the employee on release time.
- E. An employee engaged during the school day in negotiating on behalf of the Union with any representative of the Board or participating in any professional grievance negotiation with any representative of the Board shall be released from regular duties without loss of salary.
- F. The Board pledges not to discriminate against any employee on the basis of race, sex, creed, religion, national origin or ancestry, marital status, physical characteristics or disability or place of residence. Furthermore, the Board agrees that it will comply with the applicable provisions of the Americans with Disabilities Act.
- G. The private and personal life of any employee is not within the appropriate concern of attention **OR ATTENTION** of the Employer, nor shall the employee's personal and private life be the subject of discipline, unless it has

an adverse impact on the ability of the employee to perform his/her duties or unless it results in such conduct as is delineated in Article X, Paragraph D.

ARTICLE IV
ASSOCIATION MEMBERSHIP

A. Financial Responsibilities and Payroll Deductions

1. All employees as a condition of continued employment shall either: Sign and deliver to the Board at least one (1) week before the first pay period an assignment authorizing deduction of membership fees and voluntary contributions of the Union (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing:
2. Employees who choose not to become members of the union shall cause to be paid to the Union in cash or via authorization for payroll deduction a fee equal to the per member cost of negotiating this Agreement with ten (10) days after the end of the successful probationary period. In no event shall the per member cost exceed the cost of the membership fee. The Union shall deliver to the Superintendent, on or before the third Monday of September and immediately thereafter whenever a change in the amount is made, a written statement specifying the amount of the fee. If an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Board shall, at the request of the Union, deduct the service fee from the employee's salary and remit same to the Union under the procedure provided below.
 - a. The procedure in all cases of non-payment of the service fee shall be as follows:
 1. The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board if compliance is not effected.
 2. If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Board to make such deduction pursuant to the opening paragraph above.

3. The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for same.
- b. The Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Union employees. The remedies set forth in that policy 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 employee concerning the application and interpretation of this article shall be subject to the Grievance Procedure set forth in this Agreement.
1. The Union shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Union shall have the right to compromise claims, which may arise under this save harmless clause.
 2. Should a court of competent jurisdiction rule that the mandatory deduction of the representation benefit fee is contrary to law, the Board shall not be required to implement Section 2 above.
 3. Should the indemnification provision set forth above be declared unenforceable or void by a court of competent jurisdiction, Section 2 above shall immediately be considered inoperative.
- B. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee, as defined in Article II, Section 2, of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations, and other lawful concerted activities or mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or

indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any lawful activities of the Union, or collective professional negotiations with the Board, or his/her institution of any grievance or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- C. Each employee covered by this Agreement shall be provided a copy by the Employer. The Union shall be supplied with fifteen (15) additional copies for its use.

ARTICLE V **BOARD'S RIGHTS**

The Board of Education reserves the sole right to administer the operations of the school system, including the day-to-day operation as required; to assure the effective control of personnel; to accomplish appropriate use of the facilities, subject to the collective bargaining agreement, state and federal statutes. Nothing in this Agreement shall be construed to limit or impair the right of the School District to exercise sole discretion in all of the following matters, whatever may be the effect upon employment.

The School District, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, the Revised School Code of 1995, and all other applicable laws, codes and regulations and any modifications made thereto. Further, all rights which ordinarily vest in and are exercised by employers, except such as are relinquished herein, are reserved to and remain vested in the School District, including but without limiting the generality of the foregoing, the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any new services, materials, or methods of operation;
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

- C. To determine the number, location and type of facilities and installations;
- D. To determine the size of the work force and increase its size, subject to the limitations imposed by this agreement.
- E. To hire and layoff employees;
- F. To direct the work force, assign work and determine the number of employees assigned to operations, subject to the limitations imposed by this agreement;
- G. To establish, change, combine or discontinue job classifications **AND GROUPS** and prescribe and assign job duties, content and classifications. However, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classifications **AND GROUPS** and the establishment of wage rates for any new or changed classifications **OR GROUPS** shall be the subject of collective bargaining;
- H. To determine lunch, rest periods and clean-up times;
- I. To discipline and discharge employees for just cause;
- J. Furthermore, the School District, as employer, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment not abrogated in this Agreement.
- K. The School District retains the right to direct supervisory employees, non-bargaining unit employees, or other administrative personnel to perform bargaining unit duties normally performed by bargaining unit members whenever, in the reasonable determination of the Board or its designated representative, the performance of such duties on a temporary basis is necessary to ensure continuity of such essential administrative or educational functions of the School District. The performance of such duties shall not, however, result in the displacement or replacement of regular bargaining unit members.
- L. To establish, maintain and enforce work rules relative to the job classifications covered by this agreement.
- M. To contract or subcontract any and all bargaining unit work according to the need for efficiency and economy in the operation of the District, to the extent permitted by law.

N. Nothing contained in this Agreement shall prevent the District from exercising any rights that it might have pursuant to the provisions of P.A. 112.

ARTICLE VI
WORKING CONDITIONS

1. The Board of Education shall comply with all Federal, State and local regulations regarding discrimination including, but not limited to discrimination based on age, sex, race, national origin, religion, handicap or other protected category not specifically set forth herein.
2. The Board of Education shall comply with all State regulations concerning the use of tobacco products on school district premises. There shall be no use of tobacco on school district premises at any time, according to Board policy.
3. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Board will provide adequate rest areas, lounges and restrooms for bargaining unit members' use.
4. The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in schools. The Board will take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations.
 - A. At the commencement of each year, a copy of the student code of conduct shall be made available to all bargaining unit members.
 - B. The maintenance of discipline and control of students is the duty and responsibility of all school district personnel. School district personnel shall be expected to enforce district policies concerning student conduct on school premises. Employees shall have the right to use physical force as is necessary on students only to the extent permitted by law, when it is necessary to protect themselves, other persons, or property.
5. Employees shall be advised by their immediate supervisor of the proper chain of command for their respective positions in their building. Each employee shall be expected to follow the chain of command in fulfilling their job duties and obligations under this agreement. Any dispute regarding the chain of command will be resolved by the Superintendent of Schools.

6. All employees who are asked to conduct District business by using their own vehicles on the job shall be reimbursed for mileage at the current Board approved rate.
7. All **DISTRICT REQUIRED** training for new skills or **OTHER** District mandated training shall be paid by the District. The District also agrees to pay for any associated employee expense such as: transportation, books, lodging, etc. Employees shall also receive their regular wages for the time spent in training, if required by law, unless the parties mutually agree otherwise. Specifications for reimbursement will be as found in the Administrative Guidelines.
8. All secretaries and cooks working five (5) hours or more shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes duration, except in emergency situations.
9. Employees shall be entitled to a fifteen (15) minute paid break for every four (4) hours worked.
10. Any complaint directed toward an employee shall be promptly called to the employee's attention. If such complaint is to be made part of the employee's personnel file or a matter of other written record, management must reveal the name of the complainant and the nature of the complaint. The employee may submit a written statement to be attached to and filed with the original complaint.
11. At the High School and Central Elementary School, the practice of rotating the duties of pan washing, dishwasher, mopping and service area maintenance shall continue and **TO** be done by all food service staff, ~~except the high school cashier.~~ **THE HIGH SCHOOL CASHIER WILL BE REQUIRED TO OFFER ASSISTANCE WHEN HE/SHE IS FINISHED WITH HIS/HER OTHER ASSIGNED DUTIES.**
12. It is the intent of the Board of Education to utilize student or aide help to clean the cafeteria tables during the lunch hours.
13. Employees shall not be required to work in unsafe or unhealthy conditions. Employees shall not be required to work with unsafe equipment. However, employees shall not be permitted to refuse to work as ordered unless the risk of harm is so immediate that it is not reasonable to carry out the order.
14. **Uniforms** – All food service employees shall be supplied with five (5) shirts, one for each day of the week, which will be worn during working hours ~~on a voluntary basis.~~ It will be the responsibility of the employee to

keep these shirts laundered. ~~(This provision is contingent upon the district determining the number of employees who will be wearing the uniforms on a voluntary basis.)~~ **SHIRTS WILL BE REPLACED AS NEEDED AND WHEN THOSE NOT USUABLE ARE TURNED IN FOR REPLACEMENT.**

ARTICLE VII **GRIEVANCE PROCEDURE**

A. Definition

A grievance is a claim by a member, members, or the Union, that there has been a violation, or an improper interpretation or application of a specific article and section of this Agreement, or written board policy. A grievance concerning a violation of Federal or State civil rights shall not be processed to the arbitration step of the grievance procedure.

B. Hearing Levels

STEP 1: When a cause for grievance occurs, the affected bargaining unit employee(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The employee(s) shall meet with the immediate supervisor no more than ten (10) days after the occurrence of the event which gave rise to the alleged grievance. The Union may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the grievance in writing as provided hereunder.

C. **STEP 2**

If a grievance is not resolved in a conference between the affected bargaining unit member(s) and the immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, to the supervisor, within ten (10) days of the Step 1 meeting. A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.

D. **STEP 3**

If the Union or the grievant(s) are not satisfied with the disposition of the grievance at Step 2, or if no disposition has been made within five (5) days of receipt of the grievance, or within five (5) days of the date of the response, the grievance shall be transmitted to the Superintendent or his/her designee. Within seven (7) days after the grievance has been so

submitted, the Superintendent or his/her designee shall meet with the Union on the grievance. The Superintendent or his/her designee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievant(s).

E. **STEP 4**

If the Union or the grievant(s) are not satisfied with the disposition of the grievance at Step 3, or if no disposition has been made within the period above provided, the Union or the grievant(s) may submit the grievance to the Board of Education within ten (10) days of the Step 3 decision, or within ten (10) days of the date the Step 3 decision was due. The Board of Education or a committee thereof shall meet with the Union on the grievance no later than the next regular or special meeting of the Board of Education, but in no case more than thirty (30) days from receipt of the grievance. The Board of Education, within five (5) days after the conclusion of the meeting shall render a written decision thereon with copies to the Union and the grievant(s).

F. **STEP 5**

If the Union is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the period above provided, the Union may, within ten (10) days of Step 4 decision, or within ten (10) days of the date the Step 4 decision was due, submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS) in accord with its rules which shall likewise govern the arbitration proceeding.

Neither the Board nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

Both parties agree to be bound by the award of the arbitrator, and the judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Board. In no event will the arbitrator be empowered to modify, detract from or alter the provisions of this agreement. The decision of the arbitrator shall be binding and in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

G. Miscellaneous Conditions

1. The term “days” when used in this article shall mean calendar days. Time limits may be extended by mutual agreement, said agreement to be in writing.
2. Any grievance which occurs during the term of this agreement may be processed to arbitration.
3. Grievances filed as Union grievances may, at the option of the Union, be initiated at Step 3 of the Grievance Procedure. Such grievances shall be filed within ten (10) days after the occurrence of the event which gave rise to the alleged grievance. Union grievances filed at Step 3 shall include:
 - a. Grievances that affect more than one member; or
 - b. A group of members; or
 - c. Members in different buildings.

Union grievances which affect individual members will be filed at Step 1.

4. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. However, in the case of arbitration, the arbitrator’s decision will be binding. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
5. For the purpose of assisting a bargaining unit member or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit a Union representative access to and the right to inspect and acquire copies of personnel files, with the consent of the individual whose file is requested, and any other files or records of the Board which pertain to an affected bargaining unit member or any issue in question in the proceedings. In no event shall the district be required, except by court order, to disclose information which is subject to claims of privacy, or otherwise exempt from disclosure under the provisions of the Freedom of Information Act or other applicable laws. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
6. Only the Union, and not an individual employee, may submit a grievance to arbitration.

7. The arbitrator shall have no power to rule on termination of services of a probationary employee, and the union shall not file or process any such grievance.

8. IN THE EVENT THE EMPLOYER DOES NOT MEET ON OR ANSWER A GRIEVANCE WITHIN THE TIME LIMITS, THE GRIEVANCE WILL BE DEEMED TO BE DENIED AND THE UNION MAY MOVE THE GRIEVANCE TO THE NEXT STEP IN THE GRIEVANCE PROCEDURE. FAILURE TO MOVE THE GRIEVANCE BY GIVING WRITTEN NOTICE TO THE EMPLOYER WITHIN THE TIME LIMITS SET FORTH IN THIS ARTICLE SHALL RESULT IN THE INVOLVED GRIEVANCE BEING DEEMED ABANDONED AND SETTLED ON THE BASIS OF THE EMPLOYER'S LAST ANSWER.

~~8.9.~~ Nothing contained within this agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE VIII **PROBATIONARY EMPLOYEES**

1. All new employees, whether full-time or part-time, hired by the District shall be required to serve a probationary period of not less than that specified herein. The School District and Association may agree to extend the probation for a period of up to an additional ninety (90) days.
2. Probationary: A bargaining unit member who is employed for a trial period of sixty (60) calendar days.
3. The probationary period shall be uninterrupted by any type of service break, and any absences of the employee shall be made up before the probationary period is deemed to be complete.
4. During the probationary period, the employee's services may be terminated at any time by the School District in its sole discretion and neither the employee so terminated nor the union shall have recourse to the grievance procedure over such termination.
5. During the probationary period an employee shall not be eligible for employee benefits unless expressly provided in this Agreement. After the employee has successfully completed the probationary period of employment, such employee shall become a regular full-time or less than full-time employee and

seniority shall start as provided herein. Seniority shall start on the employee's first day of work.

ARTICLE IX
SENIORITY

1. Seniority shall be defined as a length of service within the District as a member of the bargaining unit subject to the probationary period. A paid holiday shall be counted as the first paid working day in applicable situations. In the event that more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots. There shall be two (2) kinds of seniority:
 - A. Active Seniority shall be defined as the amount of time accrued since the last hiring date for the employee's current classification as a secretarial or food service employee.
 - B. Inactive seniority is defined as the amount of time accrued since the last hiring date of the employee's previous classification as a secretarial or food service employee. Inactive seniority only counts for layoff and recall
2. Employees who work in more than one classification at a time may only gain seniority in the classification of their choice.
3. At no time shall seniority be transferred from one classification to another. However, sick leave and vacation time do transfer and are paid at the current wage.
4. The Board shall prepare, maintain, and post the seniority lists for all the classifications and job categories, listed in the Recognition Clause of this Agreement. The initial seniority lists shall be posted conspicuously on a designated bulletin board within thirty (30) days after the effective date of this Agreement with revisions and updates to be posted semi-annually thereafter. A copy of the seniority lists and subsequent revisions shall be furnished to the Union. Any employee objecting to the seniority list shall do so within fifteen (15) days of the posting. Thereafter, the list shall be final and conclusive.
5. Seniority shall be lost by a bargaining unit member upon termination, resignation, transfer to a non-bargaining unit position or when the employee is laid off for a period in excess of his seniority or five (5) years, whichever is less.

6. All ~~ten (10) month~~ **SCHOOL YEAR** secretaries will be scheduled to work 7 hours per day, or 35 hours per week.

ARTICLE X
DISCIPLINE OF EMPLOYEES

- A. No employee shall be disciplined nor any non-probationary employees discharged without reasonable and just cause. The employer will utilize a progressive disciplinary policy that could ultimately lead to dismissal, said policy to be the following:

1. Oral Warning (**WITH WRITTEN DOCUMENTATION TO THE EMPLOYEE WITHIN 48 HOURS OF THE ORAL WARNING**)

~~2. Written Warning~~

~~3. 2. Written Reprimand~~

~~4. 3. One (1) day suspension without pay~~

~~5. 4. Three (3) days suspension without pay~~

~~6. 5. Discharge~~

The parties recognize that when implementing progressive discipline, some acts of misbehavior are so repugnant as to require severe disciplinary measures for first offenses. The parties also recognize that some offenses are minor as to never merit severe measures.

- B. Grievances concerning the discipline of a probationary employee will not be processed to arbitration, it being the specific intention of the parties that the arbitration clause shall not apply. However, without limiting the general nature of the foregoing, probationary employees shall be permitted to arbitrate issues relative to the payment of compensation, both salary and benefits, to an equal extent to other employees.
- C. All employees shall be disciplined in private. In addition, the employee shall have the right to union representation.
- D. In the case of dismissal, demotion, discharge or suspension of an employee, the Union President shall be advised of the reason(s) for dismissal, discharge, or suspension as soon as reasonably possible. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Causes which may be deemed appropriate and sufficient for suspension, demotion, dismissal or other appropriate disciplinary action include, but are not limited to, the following:
1. Unauthorized or excessive absence without good reason from work.
 2. Commitment or conviction of a criminal act.

3. Disorderly or immoral conduct.
 4. Incompetency or inefficiency.
 5. Insubordination.
 6. Bringing intoxicants into or consuming intoxicants on any school property.
 7. Reporting to work under the influence of intoxicants to 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 of the provisions of this Agreement.
 12. Deliberate falsification of records or reports.
- E. The School District retains the right to establish and promulgate work rules which spell out standards of expected employee conduct so long as they are not inconsistent with the terms of this Agreement. Work rules shall be submitted to the Association prior to their formal adoption. The Association shall have the right to comment on the proposed rule, offer alternatives, or otherwise have input into the content, application, and administration of the rule.
- F. The School District will give notice of newly promulgated work rules to employees and the Association, in a manner which can be reasonably expected to place all employees on notice of the conduct which is prohibited thereby.
- G. Grievances protesting discipline or discharge must be filed within five (5) days after the action was taken and failure to abide by such time limit shall be construed as a waiver by both the Association and the employee or employees involved in any protest of the action. Such grievances shall be initiated at Step 3 of the Grievance Procedure set forth in Article VII.
- H. Disciplinary citations in employees' personnel files, including written references to employees' verbal warnings, will be removed after four (4) years, provided that alleged offenses have not been repeated during the four-year period.
- I. Each employee shall have the right to review his/her personnel file, with Association representation, if requested. **THE DISTRICT WILL HAVE A REASONABLE TIME TO RESPOND TO A REQUEST UNDER THIS PARAGRAPH.**
- J. The employee shall sign all materials to be included in his/her personnel file. Such signing does not indicate agreement, however. The employee shall have the right to include a rebuttal to any material he/she chooses to

amplify or clarify. The employee shall have ten (10) working days to sign and attach his/her rebuttal.

ARTICLE XI
VACANCIES AND NEW POSITIONS

A. Definition

The term vacancy means a position caused by an employee resigning, retiring, dying, transferring, being discharged, or by the creation of a new position in the bargaining unit. An extended leave of more than one (1) year shall be considered a vacancy.

B. Posting

The employer agrees to post notice of all vacancies in conspicuous places (cafeteria and office bulletin boards in all buildings) within five (5) working days of the creation of the vacancy for a period of five (5) working days, setting forth the requirements for the position in the posting. Employees will be notified as to the successful bidder for the position ~~immediately~~ **WITHIN FIVE (5) WORKING DAYS** from the close of the posting. During the summer, the posting period shall be extended to ten (10) working days. Postings shall contain the following:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Number of daily or weekly hours to be worked.
6. Classification
7. Minimum requirements/qualifications.

WHEN MANAGEMENT EXERCISES ITS RIGHT TO TEST CANDIDATE(S) TO DETERMINE QUALIFICATIONS, THE RESULTS OF THE TEST WILL BE BASED UPON MEETING THE MINIMUM SCORE AS SET BY THE DISTRICT. IF A CANDIDATE PASSES THE TEST, THE CANDIDATE SHALL BE DEEMED TO BE QUALIFIED AS TO THE AREA TESTED. THE POSITION WILL BE FILLED PURSUANT TO ARTICLE XI, D BELOW.

- C. Employees who wish to fill the vacant position must indicate in writing their wishes to fill the position. This written notice must be given to the Superintendent within the posting period.

- D. Filling of vacancies within each bargaining unit classification shall be subject to the following:
1. **FOR NON-LATERAL MOVES, If the employee meets the requirements/qualifications of the job as published on the job description, WHICH WILL BE DETERMINED BY PASSING SCORES ON REQUIRED TESTS AND INTERVIEW.**
 2. The most senior applicant meeting the qualifications will be awarded the job.
 3. **LATERAL MOVES WILL NOT BE TESTED EXCEPT WHERE THE MOVE IS TO A POSITION REQUIRING DIFFERENT SKILLS AND QUALIFICATIONS. LATERAL SHALL BE DEFINED AS ANY MOVE WITHIN THE SAME CLASSIFICATION AND GROUP.**
- E. If a vacancy occurs while there are employees on some type of leave, **SAID LEAVE BEING SIXTY (60) DAYS OR LESS,** the position shall be posted and those on leave shall be notified of such vacancy by certified mail through the Superintendent's Office. The employee shall keep the Administration Office apprised of his/her address. Failure to keep the administration office apprised of his/her address shall relieve the District of any liability under this article and shall preclude the filing of a grievance.
- F. Order of filling positions: vacancies will be filled in the order below. The Board shall fill the vacancy with the top substitute until the vacancy has been filled as per this article.
1. Actively working senior employees within each classification.
 2. The most senior laid off employees who hold active seniority within that classification.
 3. All other employees within the bargaining unit.
 4. Laid off employees who hold inactive seniority within that classification.
 5. Persons from outside the bargaining unit.
- G. Employees who are successful bidders will transfer their accumulated sick leave and vacation time to their new positions on a pro rata basis based on the ratio of the number of hours per day worked in the prior position to the number of hours per day worked in the new position.
- H. The President of the Association shall be sent copies of all postings.

- I. If a probationary employee does not accept or is not awarded the new job he/she is training for, then the position will be reposted.
- J. If a job changes **INCREASES** by fifteen (15) minutes **MORE THAN THIRTY (30) MINUTES** or by a pay increase over the original posting, it will be reposted as a vacancy.
- K. **TRAINING AND TESTING FOR VACANCIES – TRAINING WILL BE OFFERED A MINIMUM OF ONE (1) TIME PER YEAR. THE TRAINING SHALL BE DIRECTLY RELATED TO ANY TESTING USED IN DETERMINING QUALIFICATIONS FOR VACANCIES AS POSTED IN THE JOB DESCRIPTION.**

ARTICLE XII
LAYOFF AND RECALL

- 1. Layoff shall be defined as a necessary reduction in the work force. Layoff shall be based on seniority within classifications.
- 2. Employees shall be given notice of layoff as soon as possible prior to effecting such reduction. Every effort will be given to provide a minimum of ten (10) days prior notice.
- 3. Recall shall be made in inverse order of layoff.
- 4. Employees whose positions have been eliminated due to a reduction in the work force, who have had their hours reduced by fifteen (15) minutes, or who have been affected by a layoff or elimination of positions, shall have the right to assume a position within their classification for which they are qualified, which is held by less senior bargaining unit members. To accomplish this, the following procedures will be used:
 - A. The employee will first bump within his/her job grouping and then proceed to the next lower job grouping (if there is one) to find a position within his/her active seniority classification.
 - B. If the employee held inactive seniority then he/she shall follow the above procedure within that classification to find a position.
 - C. If no position is found, he/she goes on layoff.
- 5. Notices of recall shall be sent by certified mail to the employee's last known address. It shall be the duty of the employee to notify the School District of any change of address and current phone number. Failure to keep the School District apprised of his/her address shall relieve the

District of any liability under this Article and shall preclude the filing of a grievance. A recalled employee shall give notice of his/her intent to return to work within five (5) work days or the employee's employment shall be terminated.

6. The employee may reject recall to any position that is not comparable to the position from which s/he was laid off without adverse effect on recall rights, in accordance with Article IX, Paragraph 7 5.

ARTICLE XIII **UNPAID LEAVES**

A. Leaves of Absence

A leave of absence without pay or benefits up to one (1) year in duration may be granted upon written request from a bargaining unit member. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave.

It shall be the responsibility of the employee to notify the Board of Education of his or her intention to return to work upon completion of the leave. Notice shall be given by the employee, to the Board of Education, not less than sixty (60) days prior to the date the leave is to expire. Failure to give such notice, absent good cause, shall be deemed an abandonment of employment and the individual's employment with the district shall be terminated forthwith.

B. Unpaid Leaves of Absence may be taken for the following purposes:

1. General Leave of Absence - An employee meeting the stated qualification can make application for a general leave of absence for a period of one (1) year. Such leave shall be subject to extension for an additional period of one (1) year, upon approval by the Board of Education.
2. Military Leave - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military service in any branch of the Armed Services of the United States, including the National Guard or Reserve unit. Such leave shall be treated as all other leaves by the school district, and the district shall comply with all Federal and State regulations concerning veteran's preferencing.
3. Public Service - A leave of absence, not to exceed four (4) years, shall be granted to any bargaining unit member upon application for the purpose of campaigning for, or serving in, a public office or union

office.

4. Child Care Leave - Any employee in this bargaining unit may request a leave of absence of up to one (1) calendar year for child care purposes. Application shall be made at least thirty (30) days prior to the anticipated commencement of such leave. The application shall include sufficient information to allow the district to determine that the child care leave is justified, the anticipated date of commencement of the leave and the anticipated date of return. Approval of the Board must be obtained prior to commencement of the leave. The employee shall be returned to his/her original position upon return from the leave of absence.
5. Disability Leave - Any employee who can anticipate a prolonged disability shall be eligible for an unpaid leave of absence for up to one (1) year. Such leave shall be subject to extension for an additional period of one (1) year, upon approval of the Board of Education.
6. Family and Medical Leave Act - It is the policy of the School District to comply with the provisions of the Family and Medical Leave Act of 1993. Under the Act, employees are entitled to up to twelve (12) weeks of unpaid leave of absence for certain family and medical reasons, if the employee has worked for at least one (1) year and has worked at least 1,250 hours over the past twelve (12) months.

In the event that paid leave is available to the employee, the employee may be required to substitute paid leave for the unpaid leave, in certain circumstances.

Notice of the leave and medical certification should be given at least thirty (30) days prior to the taking of the leave, where the circumstances are foreseeable. **WHERE THE LEAVE IS NOT FORESEEABLE, NOTICE SHOULD BE GIVEN AS SOON AS PRACTICABLE UNDER THE CIRCUMSTANCES.** Medical treatment should be scheduled so as not to unduly disrupt the employer's operation subject to the approval of the health care provider.

The employee will be returned to his/her respective original position, or an equivalent position, upon return from an FMLA leave.

ARTICLE XIV **PAID LEAVES**

- A. Business Days: Two (2) personal business days are allowed per year for the purpose of conducting business which cannot be normally carried on after

working hours or on Saturday. These days shall be noncumulative. Request for personal business days shall be made at least twenty-four (24) hours in advance of the time to be used and must be approved by the Superintendent's Office. Any personal business day which is not used during the school year shall be applied to the accumulated sick leave at the end of the school year.

- B. Jury Duty: Any bargaining unit member called for jury duty, or who is subpoenaed to testify during working hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time less the amount received for jury duty. This provision shall not apply if the employee is a party to the litigation or arbitration.

- C. Funeral/Bereavement Leave: The bargaining unit member shall be granted a maximum of five (5) consecutive days paid leave per death for immediate family members. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, children, grandchildren, step related family members and grandparents, or permanent residents of the employee's household. Unused funeral/bereavement leave shall not be cumulative. Two (2) additional days with pay may be granted by the Superintendent at his discretion. An employee may submit a request to the Superintendent for one (1) day paid funeral leave due to the death of an individual whose relation with the present employee warrants such attendance. If such request is granted, the day shall be deducted from any accrued personal business days or sick leave days. Requests for Bereavement Leave shall be made through the immediate supervisor.

- D. Sick Leave: At the beginning of each school or contract year, whichever is first, sick leave will be allotted as follows on July 1 of each year:

12-Month <u>FULL TIME FULL YEAR</u> Employee	12 days
Food Service Employees	10 days
School-Year Secretarial	10 days
<u>LESS THAN FULL TIME FULL YEAR</u>	<u>10 DAYS</u>

Employees who work fewer or more days than their normal work year shall have their sick leave prorated to the nearest half-day, based on months or portions of month worked.

Each ~~ten (10)-month~~ **SCHOOL YEAR** employee **AND LESS THAN FULL TIME FULL YEAR EMPLOYEE** shall accumulate one hundred twenty-five days (125) of sick leave, and each ~~twelve (12)-month~~ **FULL TIME FULL YEAR** employee shall accumulate one hundred thirty-five days (135) of sick leave. All current employees shall be grandfathered, and retain all of their accumulated sick leave

until their sick leave reverts to the 125 or 135 day level. No employee shall be credited with additional sick leave until they are below the established maximum. However, the yearly allotment and accumulation is reduced to the hours the employee works or has worked. The Board shall, at the beginning of each school year, furnish each employee with a written statement setting forth his/her accumulated sick leave. The actual number of hours used as sick days will be tallied and employees will be notified of their accumulations.

The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

1. Personal Illness or Disability: A bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery, by way of example but not by way of limitation.

2. Illness in the Immediate Family: A bargaining unit member may use all or any portion of his/her leave for serious illness in the immediate family sick leave which requires the employee's presence.

3. Unpaid Leave of Absence: A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request of the bargaining unit member.

4. FMLA Compliance: The Board of Education agrees that it will comply with the provisions of the FMLA relative to Family Related Medical Leave. The Union recognizes that the District will require the substitution of paid leave for FMLA leave where permitted by law. The District will comply with the procedural requirements relative to applicable notifications.

5. Workers Compensation Leave: The difference between Workers Compensation and the employee's salary/wages shall be charged to the employee's accumulated sick leave.

E. Vacation

Employees working a minimum of 35 hours per week will be entitled to the following paid vacation:

1. Full-Time employees:
 - a. Vacation Schedule for ~~12-month~~ **FULL YEAR** employees
 - 1-4 years District Experience - 1 day/Month or 12/Year
 - 5-8 years District Experience - 1 1/4 Days/Month or 15/Year
 - 9-13 years District Experience - 1-1/2 Days/Month or 18/Year
 - 14-18 years District Experience - 1-3/4 Days/Month or 21/Year
 - 19 or more years District Experience - 2 Days/Month or 24/Year
 - b. Full-time employees shall be allowed to take vacation days any time during a twelve (12) month period, subject to Management's approval.
 - c. Monthly additional vacation days are earned for years of service and the full-time employee is eligible to receive earned days on June 30 of each year.
2. ~~10-month~~ **SCHOOL YEAR** employees will earn one (1) vacation day for each month worked.
3. Employees will give notification to the District as to desired vacation time as soon as possible.
4. Employees may only take the number of vacation days earned and accumulated unless more are approved by the Superintendent.

F. Holidays

Employees working a minimum of 35 hours per week will be entitled to the following paid holidays:

- New Year's Eve Day
- New Year's Day
- Memorial Day
- July Fourth (If working during this summer period)
- Labor Day
- Good Friday
- Thanksgiving Day
- Day following Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Day after Christmas

G. Inclement Weather: Employees shall not be required to report for work when school is canceled due to inclement weather. Employees shall be paid

for the first two (2) inclement weather days (grace days in the School Aid Act). For other inclement weather days, employees will be paid for make-up days.

Employees who are requested to report for work or to stay at work when a school or other facility is closed under this provision for emergency reasons shall be compensated at their regular hourly rate of pay.

ARTICLE XV **INSURANCE COVERAGE**

Employees covered by this agreement shall be entitled to receive insurance benefits in accordance with the terms and conditions of this article.

1. All coverage shall be administered pursuant to the rules and regulations of the underwriter. Coverage shall become effective after the insurance company notifies the employee of his/her acceptance into the plan. The district retains the right to be the policyholder of any coverage and to bid out insurance.
2. It shall be the responsibility of the employee to report to the business office all additions/deletions of dependents or changes in coverage status within thirty (30) days of the occurrence. Failure to comply will excuse the employer from any failure to provide coverage required by this agreement to the extent that loss resulted from the employee's failure to properly notify the district of relevant information and will compel the employee to make whole the employer for any cost sustained.
3. At least annually, the employees will disclose any other health care coverage under which the employee, their spouse or dependents are covered so that the district may be assured that claims are processed in the proper order and that its claim history is not distorted.
4. All insurance programs outlined in this article shall run from July 1st through June 30th of each year, except for individuals who resign their positions prior to June 30th, or go on any leave which does not call for the continuation of insurance benefits. These individuals shall have their insurance terminated at the end of the month they terminate or go on leave subject to the provisions of COBRA (Comprehensive Omnibus Budget Reconciliation Act). Provisions of this paragraph, relating to health insurance shall be continued to the extent permitted by the insurance carriers.

5. Family dependent coverage is limited to spouse and children under the age of twenty-six (26) years of age if single, living with parents and claimed as a dependent on the employee's 1040 tax return.
6. A. All employees covered by this agreement who are paid for 35 hours per week or more will be entitled to full family insurance benefits. Insurance benefits are as follows:

MESSA Super Care + **CHOICES II** health insurance, or equivalent

Delta Dental 75/50/50 MBL \$1000, or equivalent
VSP 44 **II** vision, or equivalent

OR

Short term disability
VSP III vision, or equivalent
\$15,000 Term life w/ AD&D

OR

\$100.00 per month either paid in cash or to an annuity. **IF AT LEAST TWO (2) EMPLOYEES CURRENTLY TAKING HEALTH CARE AGREE TO TAKE CASH IN LIEU OF INSURANCE, THE MONTHLY BENEFIT WILL INCREASE TO \$200.00.**

- B. All employees covered by this contract **AGREEMENT** who are paid 30-34 hours per week, will qualify for the following insurance benefits:

Single Coverage MESSA Super Care + **CHOICES II** or equivalent, health insurance.

Single Coverage Delta Dental 50/50, no ortho, or equivalent
Up to full family VSP II vision, or equivalent

OR

\$10,000 Term life w/AD&D
Short Term Disability
Up to full family coverage VSP-III, or equivalent

OR

\$50.00 per month either paid in cash or to an annuity. **IF AT LEAST TWO (2) EMPLOYEES CURRENTLY TAKING HEALTH CARE**

AGREE TO TAKE CASH IN LIEU OF INSURANCE, THE MONTHLY BENEFIT WILL INCREASE TO \$100.00.

C. All employees covered by this contract **AGREEMENT** working less than 30 hours per week will qualify for the following benefits:

VSP-II vision UP TO FULL FAMILY COVERAGE, OR EQUIVALENT.

7. Employees working 30 Hours or more per week will be allowed to make changes in insurance coverage during the open enrollment period only. This is held during the month of September each year. Emergencies that arise causing a loss of health care benefits through a spouse for the employee's family will be addressed on an individual basis at the time the incident occurs.
8. In the event MESSA premium increases by 9% or more for the ~~2002-03 or 2003-04~~ **2005-2006 OR 2006-2007** school years, the District will have the option of evaluating other equivalent insurance plans. The District and the Association will arrive at consensus prior to implementation of any new, revised plan.
9. Life Insurance Coverage: All Employees shall be entitled to fully paid life insurance coverage in the amount of Five Thousand dollars (\$5,000.00), together with an additional Five Thousand dollars (\$5,000.00) for Accidental Death and Dismemberment (AD&D). Employees qualifying for either full-time or less than full-time coverage shall be entitled to receive life insurance in a minimum amount of Ten Thousand Dollars (\$10,000.00), together with an additional Ten Thousand Dollars (\$10,000.00) for Accidental Death and Dismemberment. This amount shall be in place of the standard Five Thousand Dollars (\$5,000.00) amount specified for all employees. Employees shall additionally be allowed to purchase life insurance to a maximum amount of Twenty-five Thousand Dollars (\$25,000.00) at group rates, but at their own cost.
10. Additional Insurance Benefits: In addition to the insurance coverage provided for in this agreement, the Employer shall make available to the members of this bargaining unit, the following additional insurance coverage:
 1. Short Term Disability coverage with a 21 day qualifying period.
 2. Long Term Disability coverage with a waiting period coordinated with the STD.
 3. VSP III - Vision Coverage
 4. \$50.00 cash option.

The Employer shall pay a sum of Fifty Dollars (\$50.00) per year for each employee electing coverage under this section of the agreement, to be used as a contribution toward the payment of any premium. The balance of the premium shall be the responsibility of the employee.

11. Payment of Co-Pays: The payment of any co-pay amount or premium cost required of the employee by the terms of this agreement shall be paid to the business office of the school district in accordance with the terms and procedures established by that department. Failure to make timely payment shall release the district of any obligation to maintain the coverage elected by the employee.

ARTICLE XVI **EVALUATION OF PERSONNEL**

1. The School District shall have the right to evaluate all personnel in the performance of the respective duties and responsibilities of the positions they hold as defined by the job description for each respective position. The purpose of the evaluation instrument shall be to assess the relative strengths and weakness, and areas of performance in need of improvement.
2. The administration shall prepare a proposed evaluation instrument. The proposed evaluation instrument shall be submitted to the Association not later than October 1st. This requirement shall be waived on any given year in which the evaluation instrument is not modified. The Association shall have thirty (30) days within which to suggest changes, modifications or alterations, including the right to submit an entirely different instrument. Any dispute concerning the instrument shall be the subject of a special conference between the School District and the Association. The final decision relative to the contents of the evaluation instrument shall be in the discretion of the School District, subject to the grievance procedure provided for herein.
3. The evaluation shall be based upon formal and informal observations with the employee, as well as material events, occurrences, and activities within the knowledge of the evaluator, or which can be substantiated by substantial evidence. A formal observation shall be one for which the employee is afforded forty-eight (48) hours notice, and an informal observation is one which occurs with less or no notice whatsoever. The evaluation will be done by the immediate supervisor of the employee.

The completed evaluation shall be delivered to the employee within Ten (10) days period after completion of the observations. All evaluations shall be placed and retained in the employee's personnel file.

The evaluation shall be presented to the employee at a conference which will be held with his/her immediate supervisor. Both the immediate supervisor and the employee shall be required to sign the evaluation. The ~~employee's~~ **EMPLOYEE'S** signature is to be construed as an acknowledgment that he/she received a copy of the evaluation and not as an agreement with its contents.

If the employee disagrees with the contents of the evaluation, he/she shall have the right to submit a written statement commenting on the evaluation. The employee's response shall be limited to four (4) pages of standard size paper.

4. In the event that an employee is given an unsatisfactory evaluation, the School District shall inform the employee of the alleged deficiencies and what needs to be done to improve, in writing. In such cases, the appropriate administrator shall prepare an individual development plan in cooperation with the employee, the Association and the administration. The Employee shall be afforded a reasonable time to improve. However, the responsibility for improvement within a reasonable time rests with the employee.

~~The employee shall be given a reasonable period of time within which to improve his/her performance.~~ The period of time will relate and be directly proportional to the seriousness of the deficiency.

5. It shall be the responsibility of the immediate supervisor of an employee subject to an individual development plan, to evaluate the employee twice during the next six (6) month period following the issuance of the IDP. The evaluation shall address and assess the performance of the employee relative to the areas of alleged deficiency specified in the IDP, and shall recommend to the employee and the Board of Education any action deemed appropriate.

ARTICLE XVII **NEGOTIATIONS PROCEDURE**

- A. Sixty days (60) prior to the end of the contract term, either party shall have the right to re-open the contract by submitting a demand in writing to the opposing party, specify the articles and sections of the contract which are proposed to be altered, and specifying the changes sought. When negotiations are conducted during regular school hours, release time shall be provided for the Union's Negotiating Committee.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating 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 and consider proposals.

- C. The parties shall sign a minimum of two (2) copies of any final agreement with each party receiving at least one (1) signed copy. The district shall have the contract printed and will supply the Union with fifty (50) copies, and Management will provide a contract to each new hire. The parties shall split the cost of the printing for the fifty (50) copies.
- D. Board policies and work rules adopted after the date of this agreement shall be distributed to the membership by supplying a copy of the policy or work rule to the Union and posting a copy on each Union bulletin board. Compliance with this provision shall be sufficient notice to the unit and its members of the policy or work rule. Such posting shall occur within thirty (30) days of the adoption of the policy or work rule.
- E. The Union and the School District shall have the right to call a special conference to discuss matters of mutual concern when such need arises. Requests for special conference shall be in writing and shall specify the purposes of the meeting and contain a proposed agenda. The superintendent of schools shall schedule the meeting within five (5) working days of receiving the request.

ARTICLE XVIII **COMPENSATION**

- A. Full-time and less than full-time employees shall be paid every two (2) weeks and shall be accorded the wages, benefits and vacation delineated in this Agreement. ~~Ten-month~~ **SCHOOL YEAR** employees who work longer than their contract year shall earn applicable pro-rated vacation, sick and holiday compensation.
- B. Employees leaving the employment of the District after at least ten (10) years of service and who shall have accumulated a minimum of fifty-five (55) days shall be paid for the unused accumulated sick leave days in excess of fifty-five (55) at the rate of Ten Dollars (\$10.00) per day for a full time day (worked six hours or more) and Five Dollars (\$5.00) per part-time day (worked less than six hours).
- C. All employees shall receive overtime for hours worked in excess of forty (40) hours per week. Food service employees shall be paid at one and one-half (1-1/2) hours for each hour worked at evening banquets.
- D. If a paycheck error occurs because of management or computer error, a check will be written for the difference within two (2) working days from the time management is notified of such error.

- E. If an employee absent from work and a substitute is needed, that member's job will first be offered to other bargaining unit members by classification within the building and on the basis of seniority. In the event the position still is not filled, management shall have the right to offer the position to the most senior and most qualified member outside the building before a substitute is called. If an employee has to do another employee's work, that employee shall be compensated at the higher of the two (2) pay rates, either his/hers or the absent employee's.

ARTICLE XIX
SEVERABILITY

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. It is further agreed that within a reasonable time of any demand to negotiate, the Board and Union will commence negotiations to reach a new Agreement concerning the subject matter of the provision determined to be contrary to law.
- c. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be directly contradictory to explicit provisions of this Agreement.

ARTICLE XX
WAIVER

The parties agree that during negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter not reserved by law or from compromise through bargaining and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth in this Agreement. The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to in this Agreement or not, even though such subject or matter may not have been in the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. During the term of this Agreement, these provisions and the conditions may be altered, changed,

added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

All conditions of employment in effect covering employees in this bargaining unit established in Article II of this Agreement prior to and at the time of this Agreement, which are inconsistent with the terms of this Agreement are null and void and of no further force or effect. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules and regulations on all matters covered in this Agreement.

ARTICLE XXI
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2001 ~~2004~~ **2004**, and shall continue in effect until the 30th day of June, ~~2004~~ **2007**.

WITNESSETH:

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their representatives on the 1st day of July, 2001 DAY OF, **2005**.

FOR THE UNION

FOR THE BOARD

Chief Negotiator

Superintendent **PRESIDENT**

President

SECRETARY

Bargaining Team Member

SUPERINTENDENT

BARGAINING TEAM MEMBER

Uniserv Director & Chief Spokesperson

**EXHIBIT A
CLERICAL SALARY SCHEDULE**

	2004-05 *	2005-06 *	2006-07 **
Group I <u>STEP</u>	-	-	-
1	15.37	15.52	15.68
2	15.55	15.71	15.87
3	15.72	15.88	16.04
4	15.90	16.06	16.22
5	16.05	16.21	16.37
6	16.32	16.48	16.65
7	16.44	16.61	16.78
Group II			
1	14.37	14.51	14.66
2	14.53	14.68	14.83
3	14.73	14.88	15.03
4	14.90	15.05	15.20
5	15.05	15.20	15.35
6	15.34	15.49	15.65
7	15.46	15.61	15.77
Group III			
1	14.05	14.19	14.33
2	14.21	14.35	14.49
3	14.38	14.52	14.67
4	14.55	14.70	14.85
5	14.74	14.89	15.04
6	15.01	15.16	15.31
7	15.13	15.28	15.43

THE CURRENT SECRETARY TO THE DIRECTOR OF TRANSPORTATION & BUILDING AND GROUNDS RECEIVING GROUP I SALARY WILL BE GRANDFATHERED UNTIL SUCH TIME AS A VACANCY IN THAT POSITION OCCURS, AT WHICH TIME THE DISTRICT WILL EXERCISE ITS RIGHTS TO EVALUATE THE CURRENT POSITION IN GROUP I.

**SCHEDULE B
FOOD SERVICE SALARY SCHEDULE**

	2004-05	2005-06	2006-07
	*	*	**
	-	-	-
Head Cook			
1	11.52	11.64	11.76
2	11.70	11.82	11.94
3	11.90	12.02	12.14
4	12.02	12.14	12.26
Baker Asst			
Head Cook			
1	10.52	10.63	10.74
2	10.74	10.85	10.96
3	10.94	11.05	11.16
4	11.05	11.16	11.27
Cook/ Cashier			
1	10.31	10.41	10.51
2	10.52	10.63	10.74
3	10.73	10.84	10.95
4	10.84	10.95	11.06

**SCHEDULE C
TECHNOLOGY/DATA PROCESSING SALARY SCHEDULE**

	2004-05	2005-06	2006-07
	*	*	**
STEP	-	-	-
1	15.00	15.15	15.30
2	15.15	15.30	15.45
3	15.30	15.45	15.60
4	15.45	15.60	15.76

* IN THE EVENT THAT THE SCHOOL DISTRICT TOTAL REVENUES INCREASE BY SIX PERCENT (6%) OR MORE FROM THE 2004-2005 SCHOOL YEAR, THE BOARD OF EDUCATION WILL CONSIDER ADDING AN ADDITIONAL ONE-HALF PERCENT (.5%) TO THE SALARY SCHEDULE FOR THE 2005-2006 SCHOOL YEAR.

** IN THE EVENT THAT THE SCHOOL DISTRICT TOTAL REVENUES INCREASE BY SIX PERCENT (6%) OR MORE FROM THE 2005-2006 SCHOOL YEAR, THE BOARD OF EDUCATION WILL CONSIDER ADDING AN ADDITIONAL ONE-HALF PERCENT (.5%) TO THE SALARY SCHEDULE FOR THE 2006-2007 SCHOOL YEAR. FOR THAT SCHOOL YEAR, SHOULD THE MASON EDUCATION ASSOCIATION (MEA) RECEIVE AN ADDITIONAL INCREASE GREATER THAN THAT PROVIDED BY THIS AGREEMENT, THE MASON CONSOLIDATED EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION SHALL HAVE THE OPTION OF ACCEPTING THE ONE-HALF PERCENT (.5%) INCREASE, OR REOPENING THE CONTRACT FOR THE NEGOTIATION OF THE WAGE SCHEDULE ONLY, FOR THE 2006-2007 SCHOOL YEAR.

ALL SALARIES TO BE RETROACTIVE TO JULY 1, 2004 EXCEPT FOR THE SALARY OF THE TECHNOLOGY ASSISTANT/DATA PROCESSOR.

STATE OF MICHIGAN

**~~BEFORE THE BOARD OF EDUCATION OF THE MASON CONSOLIDATED
SCHOOL DISTRICT~~**

~~AGREEMENT made this 1st day of July, 2001, by and between the Board of Education of the Mason Consolidated School District, hereinafter referred to as "Board" and the Mason Consolidated Education Secretarial/Food Service Association, MEA/NEA, hereinafter referred to as "Union", as follows:~~

Recitations

~~WHEREAS, the parties to this agreement recognize the benefits of established and published job descriptions for each of the positions covered by the terms of this agreement, and~~

~~WHEREAS, the parties and each of them agree to provide their best efforts to reach mutually agreeable and satisfactory job descriptions which generally depict the job duties and responsibilities of those individuals covered by this agreement, and~~

~~WHEREAS, the parties wish to memorialize the nature and extent of their agreement as it relates to the establishment of job descriptions, and~~

~~WHEREAS, the parties agree that nothing in this agreement shall be construed in a manner which alters the bargaining obligation required by PERA, and~~

~~WHEREAS, this agreement shall be construed as expressing their respective intent relative to the creation of such job descriptions;~~

~~NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTEIS, AS FOLLOWS:~~

AGREEMENT

~~1. That the parties hereby agree that they will mutually endeavor to reach an agreement as to the job description contemplated by this agreement on or before May 1, 2002.~~

~~2. Nothing in this agreement shall be construed as requiring that either party to the agreement make a concession or otherwise enter into an agreement that the party believes to be unsatisfactory.~~

~~3.—— That any agreement reached by the parties shall be subject to approval by the board of education and shall further be subject to the ratification procedures of the local association.~~

~~4.—— That this letter of understanding shall apply to the parties meeting and conferring on the issue of job descriptions only, and shall not obligate either party to consider any other issue unless mutually agreed upon in writing by and between the respective parties to this agreement.~~

~~5.—— That the parties hereby agree that the date of May 1, 2002 may be extended by mutual agreement of both parties.~~