

**MASTER AGREEMENT**

between the

**BOARD OF EDUCATION**

of

**LELAND PUBLIC SCHOOLS**

and

**NORTHERN MICHIGAN EDUCATION ASSOCIATION**

*(Representing Leland Public Schools Support Staff Employees)*

**MEA/NEA**

**2006 - 2008**

## TABLE OF CONTENTS

Article	Page
1 Agreement . . . . .	1
2 Recognition . . . . .	1
3 Terms of Agreement . . . . .	1
4 Dues, Fees, and Deductions . . . . .	2
5 Employment Status . . . . .	3
6 Management Rights . . . . .	3
7 Association Rights . . . . .	4
8 Bargaining Unit Member Rights . . . . .	6
9 School Improvement . . . . .	7
10 Grievance Procedure . . . . .	8
11 School Closure and Dismissal . . . . .	10
12 Work Year, Work Week, Work Day . . . . .	11
13 General Working Conditions . . . . .	13
14 Conditions of Employment . . . . .	15
15 Bargaining Unit Member Evaluations . . . . .	19
16 Seniority . . . . .	20
17 Vacancies, Transfers, and Promotions . . . . .	22
18 Layoff and Recall . . . . .	23
19 Paid Leaves . . . . .	25
20 Unpaid Leaves . . . . .	27
21 Holidays . . . . .	29
22 Insurance . . . . .	29
23 Wage Scale . . . . .	30
24 Negotiations Procedure . . . . .	33
25 Duration of Agreement . . . . .	34

## **ARTICLE 1**

### **AGREEMENT**

1.1 This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Northern Michigan Education Association-MEA/NEA, (representing Leland Public Schools Support Staff Employees as described in Article 2 of this Agreement) hereinafter called the "Association," and Leland Public Schools Board of Education, hereinafter called the "Employer."

1.2 In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 2**

### **RECOGNITION**

2.1 Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to rates of pay wages, hours of employment and other conditions of employment for the term of this Agreement, for all the employees of the Employer included in the bargaining unit as described below:

2.2 All regularly employed building assistants, secretarial/clerical employees, bus drivers and aides, and food service employees; excluding therefrom all administrators, supervisors, and business managers, the school secretary, custodial and maintenance employees, substitutes and all other employees.

## **ARTICLE 3**

### **TERMS OF AGREEMENT**

3.1 This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

3.2 Should any provision of this Agreement or application thereof be found contrary to law, then such provisions or application shall be deemed invalid and deleted from the Agreement, but all other provisions or applications shall continue in force and effect.

3.3 Individual contracts, if any, between the Employer and a bargaining unit employee, performing work covered by this Agreement, shall not violate the terms and conditions of this Agreement.

## ARTICLE 4

### DUES, FEES AND DEDUCTIONS

4.1 Membership in the Association is not compulsory. Each employee shall have the right to freely join, refrain from joining, or drop his/her membership in the Association. It is agreed and understood between the parties that membership in the Association is not a condition of employment and neither party to this agreement shall discriminate against, intimidate, or otherwise influence an employee regarding his/her individual decision with respect to Association membership.

4.2 An employee who chooses to join the Association may pay Association dues and/or fees directly to the Association as provided for by the Association. An employee may authorize payroll deduction for Association dues or fees. In such event, the employee (or the Association) shall provide copies of the employee's written payroll deduction authorization to the Employer's Business Office no later than the first instructional day for students. Such payroll deduction notification authorization shall remain in effect unless rescinded in writing by an employee during the months of July and/or August of each year. Pursuant to such authorization, Association dues deductions shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member, beginning no later than the first employee payroll check in October each year and continuing through the next nineteen (19) pay periods. The Employer will remit such deductions to the Association each month.

4.3 The Employer shall make deductions from each employee's pay and make appropriate remittance as noted below:

- A. Federal Withholding Tax
- B. State Withholding Tax
- C. Social Security and Medicare Tax
- D. MPSERS deductions for MIP participants
- E. MPSERS deductions for the Tax Deferred Payment (TDP) program as available under guidelines as developed and approved by the Office of Retirement Services (ORS) and/or the Michigan Public School Employees Retirement System (MPSERS) for participating employees.

F. Orders by courts of competent jurisdiction and court authorized agencies (child support, garnishments, judgments, etc.)

G. Credit Union and/or Annuities (as mutually agreed to by the Employer and Association), and other deductions as may be required by the express terms of this agreement and/or as may be agreed to in writing by the parties.

## ARTICLE 5

### EMPLOYMENT STATUS

5.1 **School-year employee:** A bargaining unit member employed to work less than forty (40) hours per week and whose employment follows the school calendar.

5.2 **Full-time employee:** A bargaining unit member employed to regularly work 40 hours per week and at least one hundred eighty (180) days per year and whose employment follows the school calendar.

## ARTICLE 6

### MANAGEMENT RIGHTS

6.1 The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, or not specifically withheld from it, by the Michigan School Code (as revised and amended) and the laws and the Constitutions of the State of Michigan and of the United States, including, by way of illustration and not limitation, the following:

6.2 Manage and control the school's business, the equipment and the operations, and to direct the working forces and affairs of the Employer.

6.3 Assign and direct the work of all 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 provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

6.4 Direct the work force, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, and to determine the size of the work force and to lay off employees.

6.5 Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein.

6.6 Adopt reasonable rules and regulations.

6.7 Determine the qualifications of employees.

6.8 Determine the number and locations or relocation of its facilities, including the establishment or relocation of new schools, buildings, department divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

6.9 Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

6.10 Determine the size of the management organization, its functions, authorities, amount of supervision and table of organization provided that the Employer shall not abridge any rights of employees as specifically provided in this Agreement.

6.11 Determine the policy affecting the selection, position related testing or training of employees, providing that such election shall be based upon lawful criteria.

6.12 The exercise of the foregoing rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan and the Constitution and laws of the United States of America. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations as they pertain to education.

## **ARTICLE 7**

### **ASSOCIATION RIGHTS**

7.1 The Employer agrees to furnish to the Association in response to reasonable requests for all available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Association

in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, wage, experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas, minutes, and reports of or to all Employer Board meetings; and census and membership data.

7.2 The Association and its representatives shall have the right to reasonable use of school facilities and equipment at times, which do not interfere with or interrupt normal operations of the employees' duty time. Such requests for use, and their approval, shall be written and consistent with Board Policy.

7.3 The Association may post notices of activities and matters of Association concern on designated departmental Bulletin Board(s), the location(s) to be designated by the Employer, but subject to mutual agreement of both parties. The Association may use the district's internal mail delivery system without cost. The Employer shall provide departmental mailboxes for Association members.

7.4 At the beginning of each school year, the Association shall be credited with four (4) non-cumulative paid days to be used to conduct Association business. These days may be used by the Association officers or their designees who are members of the Association to conduct Association business under the following conditions:

A. The Association President shall request such leave from the Superintendent or his/her designee not less than forty-eight (48) hours in advance, except in case of emergency.

B. No more than two (2) members may take said leave on the same day.

C. The Association shall reimburse the District at the daily cost of a substitute for each of the Association days used annually.

D. The Absence Request Form will be used stating the reason for the requested leave.

E. The Employer is not responsible for bargaining unit member expense reimbursement related to Association business. By way of illustration and not limitation, related expenses include: mileage, meals, lodging, or necessary materials.

## **ARTICLE 8**

### **BARGAINING UNIT MEMBER RIGHTS**

8.1 The contents of this Agreement shall not be construed to deny or restrict to any bargaining unit member rights s/he 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.

8.2 The bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. Except as reflected in the employee's work performance the private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer.

8.3 No bargaining unit member shall be disciplined without just cause.

8.4 A bargaining unit member shall have prior notification of any meeting when disciplinary action can be reasonably expected.

8.5 Written warnings, reprimands, or suspensions will be given in the form of a letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning, reprimand, or suspension shall be given to the bargaining unit member.

8.6 A bargaining unit member shall be entitled, at the request of the bargaining unit member, to have present a representative of the Association during any meeting with administration where disciplinary action can reasonably be expected. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.

8.7 Under normal circumstances, it is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

- A. Verbal warning or reprimand by appropriate supervisor or administrator.
- B. Written warning or reprimand by appropriate supervisor or administrator.
- C. Suspension with or without pay.
- D. Dismissal for just cause.



8.8 It is understood that a bargaining unit member violation may be so significant that the disciplinary action required may involve skipping one or more of these steps to reach the appropriate level of disciplinary action.

8.9 Upon request, and subject to guidelines of the “Bullard-Plawecki Employee Right to Know Act,” an employee has the right to review the contents of the personnel file maintained by the District in his/her name of all personnel records pertaining to said employee originating after initial employment, excluding initial references and any other items excluded by law, and to have a representative of the Association accompany him/her in such review. The review shall be made in the presence of the Administrator (or designee) responsible for the safekeeping of these files.

8.10 No material originating after initial employment will be placed in the personnel file maintained in the employee’s name unless the employee has had an opportunity to review the material.

8.11 Any case of physical assault upon a bargaining unit member and/or a bargaining unit member's property occurring during established work hours, shall be promptly reported to the Employer. The Employer shall render necessary assistance to the bargaining unit member, when possible, to prevent injury and/or loss of property. The Board will provide legal advice and render assistance to the employee in any such case, provided the employee has acted within the scope of Board policy, and provided the Employer determines that such an assault was without provocation on the part of the employee. Assistance will be limited to the provision of legal counsel to advise the employee of his/her rights and obligations with respect to such assault. The Employer retains the right to name legal counsel. It is agreed that the employee will assist the named legal counsel and cooperate with him/her as much as is reasonably possible. The Board shall reimburse the bargaining unit member for any loss of personal property, less depreciation, or repair such damaged personal property not covered by insurance, when caused by physical assault to the person while on duty, provided such damage, destruction or loss occurred on school premises during established work hours and was not occasioned by the negligence of the bargaining unit member.

## **ARTICLE 9**

### **SCHOOL IMPROVEMENT**

9.1 Bargaining unit members shall not be excluded from voluntarily participating in the district's school improvement team. The Employer may limit the number of bargaining

unit members who volunteer to serve on the committee in order to balance the district's school improvement team membership. At least one bargaining unit member volunteer shall be encouraged to serve on the school improvement team. Upon request, a final copy of all school improvement plans shall be made available to the bargaining unit president. Service on the school improvement team is voluntary and will not be compensated unless an employee is requested to meet with the committee during the employee's normal working hours. Participation or non-participation will not be used as a criterion for evaluation, discharge or discipline.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

10.1 Definition: A claim and/or a complaint by a bargaining unit member, a group of bargaining unit members, or the Association, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or the established practice, policy, or regulation claimed to be unreasonable, affecting bargaining unit members may be processed as a grievance as hereinafter provided.

10.2 Procedures:

A. **Step 1.** When a bargaining unit member(s) or the Association believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Association shall, within ten (10) working days of its alleged occurrence, request a meeting with the immediate supervisor in an effort to discuss and resolve the complaint. At this and subsequent steps in the grievance procedure, an Association representative may accompany the employee upon request of the employee. If the bargaining unit member is not satisfied with the result(s) of the meeting, s/he may formalize the complaint in the manner prescribed in this Agreement.

B. **Step 2.** If the discussion in step 1 does not resolve the complaint, the complaint shall be formalized, in writing, within ten (10) working days following the discussion between the supervisor and the affected bargaining unit member(s). The employee shall submit the grievance, in writing, to the immediate supervisor, who shall render his/her decision, in writing, within ten (10) working days of receipt of the written grievance.

C. The written statement of grievance shall name the employee involved, shall state the facts giving rise to the grievance, including the date of the alleged violation, shall identify by appropriate reference all provisions of the Agreement or policy alleged to be

violated, shall state the contention of the employee with respect to these provisions, and shall indicate the specific relief requested. All grievances must be signed by the employee.

D. **Step 3.** If the grievance remains unresolved, within seven (7) working days of the written decision in step 2, the employee shall submit a copy of the written grievance to the Superintendent. Within seven (7) working days after receipt of the written grievance, the Superintendent shall meet with the employee in an effort to resolve the matter. The Superintendent shall, within ten (10) working days after the conclusion of the meeting, render a written decision regarding his/her disposition of the grievance.

E. **Step 4.** If the grievance is not resolved under the procedures set forth in the previous steps, either party may refer the grievance to the Michigan Employment Relations Commission for mediation, said submission to be made not later than ten (10) working days following receipt of the disposition filed by the Superintendent in step 3 above.

F. **Step 5.** If the grievance remains unresolved within fifteen (15) working days following the conclusion of the mediation, the grievant and the Association may refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance, who shall be selected in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and conclusive and binding upon the Association, its members, the employee or employees involved, and the Board.

10.3 The powers of the arbitrator are subject to the following limitations:

A. S/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or written Board policy, unless such policy is determined to be unreasonable in its effect on wages, hours, or conditions of employment.

B. The Board and the bargaining unit member(s) and/or Association shall not be permitted to assert in any arbitration proceeding any ground or evidence not disclosed to the other party prior to arbitration.

C. The arbitrator's fees shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

A. The processing of grievances, or any consideration thereof, shall not be conducted during bargaining unit member established duty hours, except by mutual consent.

B. Grievance procedure time limits may be extended by mutual written agreement of both parties.

C. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement, and timely filed, may be processed through the grievance procedure until resolution.

D. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, s/he shall be reinstated with full reimbursement of all work duty compensation lost. 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, less any sum received by the employee from any other employment during the duty period and school year in mitigation of such claim.

E. To expedite the processing of grievances, the Board shall permit the affected to inspect, and upon written request acquire copies, of his/her personnel file and any other recorded evaluations which pertain to the employee's grievance. A representative of the Association may accompany and assist the employee in this regard. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection. Such file inspection will occur in the presence of an administrator.

F. If the bargaining unit member(s) or Association fails to respond within the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer fails to respond within the time limits specified herein, at any level, the grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.

## **ARTICLE 11**

### **SCHOOL CLOSURE AND DISMISSAL**

11.1 When an act of God, or an Employer directive, forces the closing of the school, the bargaining unit members shall be excused from reporting to duty with pay for up to two (2) days, annually. If state guidelines are adjusted to allow more than two days annually

Page 11

of lost instructional time to be counted as instructional time without financial penalty, this subsection of the contract may be reopened for renegotiation by either party.

11.2 Should school be canceled after employees have reported for regular duties, employees shall be dismissed after completion of assigned and applicable duties. Hours of work lost and resultant loss of pay may be made up by the employee within sixty (60) work days but not later than the last student calendar day, and in no less than 30-minute increments. The scheduled make-up time must be at a mutually agreeable time between the Employer and employee. Duties to be performed during that time shall be outlined by the supervisor in advance. The scheduling of the aforementioned make-up time is optional and shall not be required of the employee by the Employer.

11.3 Bargaining unit members shall not be required to report to work when school is closed.

## **ARTICLE 12**

### **WORK YEAR, WORK WEEK, WORK DAY**

12.1 The established work year for bargaining unit members shall minimally be the defined school calendar for student attendance. Additional days beyond the minimum are established per classification and duty assignment as follows:

A. Food Service

1. Assistant Cook - Two (2) additional days: One day prior to and one day following the beginning and ending student calendar days.
2. Cashier - Two (2) additional days: One day prior to and one day following the beginning and ending student calendar days. The Cashier may work additional days prior to and after the school year by mutual agreement between the Employer and employee.

B. Secretarial/Clerical

1. Counseling - Twenty (20) additional days: Ten (10) days prior to and ten (10) days following the beginning and ending student calendar days.
2. Office Clerical - Two (2) additional days: Two (2) days prior to the beginning of student calendar days.

C. Building Assistants

1. Classroom - No additional days.
2. Playground - No additional days.
3. Library - Two (2) additional days: One day prior to and one day following the beginning and ending student calendar days.

D. Transportation

1. Drivers - No additional days.
2. Trans. Aide - No additional days.

12.2 In addition to the above, the Employer may establish one work day, prior to the start of the student school year, for bargaining unit members to accomplish required training, physicals, and other regulations and requirements. Time required pertaining to this request would be paid to bargaining unit members at their regular rates of pay. (See In-service Clause.)

12.3 The work week for all bargaining unit members shall traditionally be Monday through Friday, except as may be interrupted by established breaks as determined by the school calendar.

12.4 Work Day: The Employer shall give notice of tentative work schedules to bargaining unit members fourteen (14) days prior to the first work day of the school year. Alteration: The Employer may alter the work schedule to meet schedule changes, other contractual obligations and student/program/employee/Employer needs that arise throughout the school year.

12.5 Bargaining unit members whose work day is five (5) to eight (8) hours per day shall receive a one-half (1/2) hour uninterrupted, unpaid, duty-free lunch period scheduled by the immediate supervisor. This provision excludes transportation bargaining unit members.

12.6 Bargaining unit members whose work day is eight (8) hours shall have two (2) fifteen minute paid break periods per full work day. Bargaining unit members whose work day is five (5) to eight (8) hours shall have one (1 ) fifteen minute break period per full work day. Designated times for such breaks shall be determined by the immediate supervisor.

12.7 All bargaining unit members shall attend one (1) mandatory in-service training during the school year. Bargaining unit members assuming new responsibilities that require beyond on-the-job training, will be provided such training as deemed necessary by the Employer. Bargaining unit members shall be paid their regular rate of pay for additional hours required in such training.

12.8 Overtime is defined as time in excess of forty (40) hours per week.

12.9 Overtime shall be compensated at the rate of time and one-half (1-1/2) of the regular hourly pay for all hours over 40 hours in a work week. Overtime must be at the request of, and have the prior approval of the supervisor and superintendent.

12.10 Each bargaining unit member who wishes to perform available overtime work shall notify the Employer of such interest, in writing, at the beginning of each school year. Overtime shall first be offered to the most senior employee within the classification where the overtime is necessary. If the most senior employee refuses the overtime, then the work will be offered to the next most senior employee and so on, until the overtime rotation list, comprised of all bargaining unit members within the classification, having expressed the desire for overtime, in order of seniority has been completed. The Employer shall move to the next place on the overtime rotation list when new overtime is available. The refusal of overtime after three opportunities may remove the bargaining unit member from the overtime senior/rotation list for that year.

12.11 The Employer shall provide substitutes, if available, as required by the absence of a regular bargaining unit member. Bargaining unit members who are scheduled to work less than a forty (40) hour work week may request, in writing, to be placed on a substitute employee list, with a request to be assigned to substitute work in a like or similar position, when such assignment will not require said employee to exceed eight (8) hours per work day or forty (40) hours per work week, or conflict with their regular work schedule. The Employer will give first consideration to bargaining unit employees who have requested such substitute assignment(s) prior to assigning a substitute employee, provided that such assignment would not result in overtime pay. Assignment of substitute employees will be at the discretion of the Employer.

## ARTICLE 13

### GENERAL WORKING CONDITIONS

13.1 **Unsafe Work:** 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. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

13.2 **Student Discipline:** The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's work areas. The Employer, or its designated representative,

Page 14

shall take reasonable steps to relieve the bargaining unit member of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to

protect themselves or another person from attack, physical abuse, or injury, or to prevent damage to district property so far as the law permits. Bargaining unit members will be expected to follow Employer established administrative disciplinary procedures and guidelines when disciplining students.

**13.3 Medication:** Bargaining unit members shall not be required to dispense or administer medication unless assigned to office areas of duty. Employees assigned to administer medication shall follow established Employer procedures and be provided training. No bargaining unit member shall be required to perform diapering or medically related procedures unless duties are expressly attached to the student/ students to whom their area(s) of duty cover, and for which a written medical procedural authorization has been completed and signed by the licensed health care professional and parent/guardian. In such instances, the Employer shall insure the employee receives appropriate training by a licensed health care professional regarding the acts or functions delegated to the employee.

**13.4 Supervision:** Bargaining unit members shall be responsible to one supervisor, designated by the Employer, as follows:

- A. Food Service - Food Service Director
- B. Transportation - Transportation Director
- C. Secretarial/Clerical - Building Principal
- D. Building Assistants - Building Principal

**13.5 Equipment:** The Employer shall provide, without cost to the bargaining unit member, the following: approved first aid kits and materials in the work areas; required materials for the handling of blood, blood products, and other bodily fluids, adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard hats, and auditory protection devices; safety shoes and glasses when applicable.

**13.6 Uniforms:** Bargaining unit members are not required to wear uniforms. Employee dress shall be appropriate to the classification and individual duty assignment.

## ARTICLE 14

### CONDITIONS OF EMPLOYMENT

14.1 In addition to those working conditions outlined in Article 13, subsections 14.2 through 14.14 shall apply to all transportation bargaining unit members.



14.2 Base runs shall be constructed at least fifteen (15) calendar days prior to the school year. The Employer shall hold a run designation meeting at least fourteen (14) calendar days prior to the beginning of the school year. Every driver shall be notified of the meeting time and location at least seven (7) calendar days in advance of the meeting. Driver attendance at the run designation meeting is not compulsory.

14.3 At the run designation meeting, all known base runs shall be posted, including the base run length, estimated number of stops, and estimated time.

14.4 Drivers shall be designated runs on the basis of seniority (it is understood that the transportation director, who is not a member of the bargaining unit, is also eligible for an assignment on a seniority basis). Combinations of base runs shall neither total an excess of 40 hours per week, nor cause the Employer to incur overtime.

14.5 All single base runs up to one (1) hour in length shall be paid as though the run took one (1) full clock hour. All single base runs shall be defined as two (2) hours, one and one-fourth (1 & 1/4) hours, one and one-half (1 & 1/2) hours, one and three-fourths (1 & 3/4) hours, and two (2) hour runs. Any base run that is over one (1) hour in length shall be paid a prorated hourly amount in fifteen (15) minute increments based on the hourly rate.

14.6 Base runs shall be timed by the department supervisor prior to the run designation meeting and again during the second full week of school, or during the second week after a run has been added. The base run established by the supervisor (subject to approval by the Superintendent or designee) shall be used for pay computation effective with the first pay period and shall remain at that established level throughout the year unless modified at the second week check, or unless the run time changes by fifteen (15) minutes or more at another time during the school year, at which time the established level for the year would be adjusted to reflect such change in base run time. If the driver believes that his/her base driving time has been changed by fifteen (15) minutes or more, s/he may request a corrective retiming within ten (10) work days of the assumed change. For purposes of single base run timing, time shall begin from the time the bus leaves the school grounds.

14.7 Should a new run become available during the school year, or a run time change by fifteen minutes or more, it shall be posted and awarded to the most senior driver applicant

Page 16

within the parameters outlined in subsection 14.4 (above), and all other runs will be rebid at the same time.

#### **14.8 Bus Preparation & Down Time**

A. Drivers are responsible for performing the safety checklist (pre & post trip) as established by Board policy and governing laws. Drivers are responsible for fueling as coordinated with the supervisor, and for the sweeping and cleaning of the bus interior to

which they are assigned, for which a fifteen (15) minute allowance shall be provided for each base run assigned at the driver's regular hourly rate. Drivers who are assigned a field trip shall have fifteen (15) minutes added to the accumulated time of the trip for the pre & post safety check, fueling, sweeping and cleaning, paid at the driver's regular hourly rate.

B. Drivers shall be paid "wait time" at the established rate as defined in this Agreement for all time a driver is on duty and not driving a bus (see 14.12. C. for overnight trip explanation).

#### **14.9 Field Trips**

A. A field trip is defined as the transportation of students on a school bus, a trip other than a regular base run.

B. Drivers shall notify the department supervisor, in writing, at the beginning of each school year if they are desirous of driving field trips.

C. Drivers shall be notified of available field trips and the projected length of the trip by the department supervisor. Field trips shall be awarded on a rotational basis to interested drivers starting with the most senior driver, as long as awarding a field trip does not cause the employee to exceed forty (40) work hours in a week.

D. There shall be a two (2) hour minimum payment for a field trip on a day when school is not in session.

E. If no driver willingly accepts a field trip, and if there is no substitute driver available for such a trip, then the least senior driver that has previously notified the supervisor that s/he desires to drive field trips may be required to take the field trip. Refusal of a trip as assigned herein may cause the Employer to remove the bargaining unit member's name from the field trip rotational roster.

F. Field trips leaving during regular driving time shall be available to drivers who have regularly scheduled base runs provided a driver is available to take the place of

Page 17

the regular driver on his/her base run when that can be done without undue disruption of the regular base run. Drivers who are assigned a field trip in lieu of their base run shall receive a two (2) hour minimum payment of their regular base run rate.

G. The Employer may designate a field trip driver who volunteers his/her time. Volunteer acceptance of a field trip may take precedence over rotational selection procedures. A driver may volunteer for no more than two (2) field trips annually.

#### **14.10 Substitutes**

Base runs or field trips shall be assigned to a non-regular driver or to a substitute driver when bargaining unit members are unwilling to perform the work or for emergency reasons.

#### 14.11 **Licensing & Training**

A. The Employer shall pay for all required training, testing and physical examination, as may be requested for full licensure.

B. The Employer shall pay for required physicals to be performed by Employer designated physician(s). The Employer may reimburse a bargaining unit member who has selected his/her own physician for the physical exam up to, but not exceeding, the cost of the Employer designated physician fee. Proof of payment would be required.

C. The Employer shall pay drivers at their regular hourly rate for all time spent at required training sessions, meetings, and testing.

#### 14.12 **Meal and Lodging Reimbursement**

A. The Employer shall reimburse drivers for all meal costs up to a maximum of \$8.00 per meal (or a higher reasonable amount with the Employer's approval) on specified field trips. A receipt is required for reimbursement. In field trip instances where meals are provided free of charge at specific restaurants, such restaurants will be utilized unless it conflicts with established field trip plans of the teacher, coach, or activity supervisor.

B. Drivers shall not be required to pay for the cost of a motel room if a trip involves an overnight stay. The lodging shall be arranged by the field trip coordinator.

C. In the event a driver has wait time in connection with an overnight trip, s/he shall be compensated for eight (8) hours or the actual daily beginning driving time to the

Page 18

ending driving time, whichever is greater. At no time shall the driver be paid for sleep time.

14.13 **Bus Aide:** A bus run may have a regularly assigned bus aide as mutually agreed upon by the Employer and designated driver.

14.14 **School Closure:** Drivers who report to work, and upon arrival find that school has been canceled, shall be paid their base run time at their regular hourly rate.

14.15 In addition to those working conditions outlined in Article 13, subsection 14.15 shall apply to all Food Service bargaining unit members.

A. **Work for Outside Groups:** Approved food service work, occurring beyond the regular established work day shall be handled in accordance with the overtime provisions of this Agreement.

B. All food service employees shall notify the department supervisor, in writing, at the onset of each school year if they are desirous of outside group work.

C. Food service employees shall be notified of available outside group work and the projected length of work obligation by the department supervisor. Outside group work shall be awarded on a rotational basis to interested food service employees starting with the most senior employee.

D. If no food service employee that has indicated a desire to do outside group work accepts an outside group opportunity, then the least senior food service employee on the list may be required to perform the work.

14.16 In addition to those working conditions outlined in Article 13, subsection 14.16 shall apply to all Building Assistant bargaining unit members.

A. **Substituting for teachers:** The Board will not utilize building assistants to substitute for teachers.

B. **Personal work:** Building assistants shall not be required to perform personal work for teachers, supervisors, administrators, or other employees.

C. **Substitute call-in:** The Board will not utilize building assistants after their scheduled work day to secure substitutes.

Page 19

#### 14.17 **Miscellaneous**

A. An employee whose regular work assignment is in more than one (1) classification shall be paid according to the established classification and wage scale respective to each duty assignment.

B. Any employee holding two (2) or more part-time positions within one classification shall be paid at the higher classification wage rate of all work.

C. A regular bargaining unit member assigned by the Employer to perform the work of an absent bargaining unit member will be paid his/her regular rate or the first year

rate of the absent bargaining unit member's classification wage, whichever is higher, for those duties.

D. Nothing shall prevent a bargaining unit member from requesting to perform substitute work for the Employer.

## ARTICLE 15

### BARGAINING UNIT MEMBER EVALUATIONS

15.1 **Evaluation:** The evaluation of the performance of each employee in the school system is a responsibility charged to administrators and supervisors. It is understood that the evaluation process includes the entire work performance of the employee.

15.2 **Observation:**

A. The evaluator will collect and review performance related information from relevant documented sources. These sources may include formal and informal observation of the bargaining unit member's work, conducted with the full knowledge of the bargaining unit member.

B. Each bargaining unit member, upon his/her employment or at the beginning of the work year, whichever is later shall be apprised of the criteria upon which he/she will be evaluated.

15.3 **Written Evaluations:**

A. Formal evaluation shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit

Page 20

member disagrees with the evaluation, he/she may submit a written response that will be attached to the file copy of the evaluation in question.

B. If the evaluator believes a bargaining unit member is doing unacceptable work, the reasons shall be set forth in specific terms as shall an identification of the ways in which the bargaining unit member is to improve and of the assistance to be given by the Employer towards improvement. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

15.4 **Evaluation Conference:** Following each formal evaluation, which shall include a conference between the evaluator and the bargaining unit member, the employee shall sign

and be given a copy of the evaluation report. The employee's signature on the evaluation does not imply agreement with the contents of the evaluation.

**15.5 Termination:** In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons in writing. Notice of termination shall be sent to the Association.

**15.6 Conclusion:** Each bargaining unit member's evaluation shall indicate at the end of the written report if the performance is deemed satisfactory or unsatisfactory.

## **ARTICLE 16**

### **SENIORITY**

#### **16.1 Seniority Defined**

A. Bargaining unit seniority shall be defined as an employee's length of continuous service within the bargaining unit from date of hire.

B. Classification Seniority shall be defined as an employee's length of continuous service in a classification from date of hire in the classification. Employees moving from one class to another class in the bargaining unit shall have their classification seniority frozen in the previous class, but bargaining unit seniority will continue to accrue.

16.2 In the event that more than one employee has the same date of hire for bargaining unit seniority and/or classification seniority, position on the appropriate seniority list will be determined by drawing straws.

Page 21

#### **16.3 Probationary Employees**

A. Each newly hired employee shall be deemed to be in a probationary period from and including the first day of employment in the bargaining unit until the employee has completed sixty (60) work days of paid employment.

B. Probationary employees shall accrue no seniority until the completion of their probationary period at which time their seniority shall revert to their first day of work. The probationary period shall be sixty (60) work days.

C. At any time during the probationary period, the probationary employee shall be subject to dismissal without recourse to the grievance procedure.

16.4 **Classifications:** For purposes of this Agreement, all bargaining unit members shall be placed in the following classification(s) based on their current assignments:

- A. Transportation
- B. Secretarial/Clerical
- C. Food Service
- D. Building Assistants

16.5 **Seniority Lists:** The Employer will develop and update seniority lists by January 1 each year with a copy of said seniority lists sent to the bargaining unit president. Should the lists not be challenged and/or corrected within thirty (30) days, they shall be considered correct, unless changed thereafter by mutual agreement. The initial seniority lists shall be prepared and furnished to the bargaining unit within thirty (30) work days after the effective date of this Agreement.

16.6 **Accommodation:** A bargaining unit employee may be placed in a position without regard to seniority if it is necessary to do so under State and/or Federal law in order to accommodate an employee who may fall under such law.

16.7 **Loss of Seniority:** Employees shall lose seniority in the bargaining unit for the following reasons:

A. Employee quits or no longer works in a position represented by the bargaining unit.

B. Employee is discharged.

Page 22

C. Employee is absent for three (3) working days without notifying the Employer.

D. Employee is on an unpaid leave of absence for injury, illness, or disability in excess of two years for reasons other than work-related injury, illness, or disability.

E. Employee retires.

## ARTICLE 17

### VACANCIES, TRANSFERS, AND PROMOTIONS

**17.1 Vacancy Defined:** A vacancy is defined as a newly created position or a position that has been vacated within the bargaining unit and will be filled by the Employer.

**17.2 Vacancy Posting and Notification:** Vacancies shall be posted in all of the school workrooms and on the cafeteria bulletin board for five (5) school days. Posting information shall contain, at a minimum, the job title, classification, and hours to be worked. Interested bargaining unit members may apply, in writing, to the superintendent or designee, within the five (5) day posting period.

**17.3 Temporary Vacancies:** Vacancies that are not expected to be permanent and which are expected to be of shorter duration than sixty (60) school days may not be posted and may be filled at the discretion of the Employer. If posted, such a position shall be posted as a "Temporary Vacancy." Vacancies of longer duration than sixty (60) school days shall be posted as any other vacancy.

**17.4 Vacancy Notification:** During the period between the closing of school and the first Tuesday of September, a notice of vacancy will be mailed to all bargaining unit members at their last known address, at which time the bargaining unit member may apply, in writing, to the superintendent or designee, within a ten (10) day posting period.

**17.5 Selection and Notification:** The right to decide which applicant is selected to fill a vacancy will be made by the Employer and its designee(s). The Employer will place the applicant in the position based on the individual who, in the opinion of the Employer, is best qualified for the position. Bargaining unit employees who apply for, and are interviewed for a vacant position, shall be informed of the final outcome in writing.

**17.6 Trial Period:** In the event of a change of assignment within and across classification, the bargaining unit member shall be given a sixty (60) work day trial period

Page 23

in which to demonstrate his/her ability to perform the duties of the job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

**17.7 Involuntary Transfer Rights:** A bargaining unit member who is involuntarily transferred under the provisions of this Article shall receive the rate of pay that is at least equal to the bargaining unit member's rate at the time of the involuntary transfer. Advancement in the classification rate thereafter shall be in accordance with the pay schedule of the classification. The parties agree that involuntary transfers are disruptive in nature and should be minimized whenever possible.

**17.8 Voluntary Transfers:** A bargaining unit member who applies for and is granted a new position or a transfer under the provisions of this Article shall receive the rate of pay



for the position as listed in the Wage Scale. However, the employee will be placed on the new position Wage Scale at a step that is not less than the step s/he was on at the time of the job change.

**17.9 Temporary Assignment:** If the Employer temporarily reassigns an employee to other than his/her regular assignment, the employee's pay rate shall remain the same as his/her regular assignment rate. Such temporary assignments shall not exceed thirty (30) consecutive calendar days.

## **ARTICLE 18**

### **LAYOFF, AND RECALL**

**18.1 Layoff Defined:** Layoff shall be defined as a reduction in the number of employees in the work force.

**18.2 Layoff Notice:** The Employer shall inform the bargaining unit president, in writing, a minimum of two weeks prior to the anticipated reduction in work force and the reason(s) for such a reduction. The Employer will notify affected employee(s), in writing, a minimum of two weeks prior to the layoff. A copy of the notice to the affected employee(s) will be sent to the bargaining unit president.

**18.3 Layoff Procedures:** In the event of a reduction in the work force, probationary employees in the affected classification position (as listed in Article 23, Wage Schedules) will be laid off first. Thereafter the least senior members in the affected classification position (as listed in Article 23, Wage Schedules) will be laid off. An employee who has been laid off shall have the right to a position, regardless of classification, which is held

Page 24

by an employee with less bargaining unit seniority, for which he/she is qualified as determined by the Employer. In order to be eligible for such a position, the laid off employee must notify the Employer, in writing, of his/her desire for the position within seven (7) calendar days of the notification of layoff.

**18.4 Substitute Priority:** A laid-off bargaining unit member shall, upon written application, be granted priority status on the substitute list.

**18.5 Recall:**

A. Employees shall be recalled according to bargaining unit seniority, with the most senior employee who is best qualified to fill the position, as determined by the

Employer, being recalled first. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the bargaining unit member's responsibility to keep the Business Office notified of his/her current mailing address.

B. The Employer shall give written notice of recall from layoff to the employee by registered or certified letter, at the most recent address on record in the Business Office. If an employee fails to report for work within ten (10) work days of the mailing, the employee shall be considered a quit. Refusal of recall to a position which is lower in hourly pay and benefits than the position from which the employee was laid off shall not affect his/her rights to recall to an equivalent position. The ten (10) day period may be waived, by mutual agreement, between the bargaining unit president and the superintendent.

**18.6 Seniority, Pay and Benefits:** Any layoff under this Article will suspend for the duration of the layoff the Employer's obligation to pay salary or fringe benefits under this Agreement. Any affected employee receiving benefits prior to layoff will be notified of options in regard to paying for benefits lost during layoff.

**18.7** Bargaining unit members on layoff shall not accrue additional seniority during the period of layoff, but will have their seniority frozen as of the time of layoff.

## **ARTICLE 19**

### **PAID LEAVES**

#### **Sick Leave**

**19.1 Full-time employees** will earn up to ten (10) days of sick leave per year at the rate of one (1) sick day per school calendar month (September-June). The unused portion of sick leave may accumulate from year to year to a maximum of ninety (90) days. The minimum time debited for the use of sick leave shall be in one-half day increments. At the beginning of each school year, each full-time employee shall be given a written statement indicating his/her total number of accrued sick days.

**19.2 School-year employees** will be granted seven (7) days of sick leave per year. The unused portion of sick leave may accumulate from year to year to a maximum of ninety (90) days. The minimum time debited for the use of sick leave shall be in one-half day

increments. At the beginning of each school year, each school-year employee shall be given a written statement indicating his/her total number of accrued sick days.

19.3 Employees may use sick leave to recover from personal illness or injury. It is the responsibility of each employee to complete an absence report form upon his/her return to work.

19.4 Employees may use sick leave days for medical appointments. Notification of sick leave pertaining to medical appointments shall be made two (2) days in advance with the employee's immediate supervisor. Such advance notice may be waived in emergency or unusual situations.

19.5 Employees may use sick leave for illness in the immediate family. Immediate family, for purposes of sick leave, is defined as the employee's spouse, children, grandchild, parents, parents-in-law, or a relative living with the employee's household.

19.6 Any employee sick or disabled for more than five (5) consecutive work days (or an employee who is absent for a total of ten days or more in a given fiscal year) may be required to submit a doctor's statement. For cause, at the discretion of the Employer, an employee may be required to present a licensed physician's written statement in regard to fitness for work (or in regard to returning to work after an extended illness or injury).

Page 26

### **Employment Related Injury and Absence**

19.7 All employees, while on the job, are covered under Workers Compensation. In the event that an injury is incurred, an accident report form shall be secured from the Superintendent or designee. All requested information shall be completed by the employee and submitted to his/her supervisor.

19.8 An employee who is absent because of injury or disease compensable under Workers' Compensation shall receive said benefits stipulated in the Act.

19.9 An employee who is absent because of an injury or disease compensable under Workers' Compensation shall receive from the Employer the difference between Workers Compensation payment and his/her regular wages to the extent and until such time as the employee's sick leave is exhausted. Sick leave for this purpose shall be deducted on a prorated basis.

### **Personal Business**

19.10 Each regular full-time employee may be granted up to one (1) day per work year to conduct business which cannot reasonably be conducted outside regular work hours, subject to the approval of the Superintendent or designee. School-year employees may be granted up to one (1) day per work year to conduct business under the same guidelines, but that day will be deducted from the employee's sick leave.

19.11 Personal business leave shall be subject to the following conditions:

A. A request must be made to the Superintendent at least seventy-two (72) hours prior to the day requested using the absence request form provided by the Employer.

B. Personal business days shall not be used for other employment, social, recreational, or vacation purposes.

C. Personal business leave shall not be granted on the first or last day of school, or the day before or after a school vacation or holiday.

D. Not more than one personal business day may be used on the same date by employees in the same classification. Not more than two personal business days may be used on the same date by employees in the bargaining unit.

E. Any unused personal business days will accumulate as sick leave up to the maximum allowed.

Page 27

### **Judicial Leave**

19.12 An employee summoned for jury duty or subpoenaed to give testimony before a judicial or administrative tribunal, shall be paid the difference between jury duty pay (excluding mileage) and his/her regular pay. Such leave shall not be deducted from an employee's sick leave. A photocopy of the jury duty check and stub shall be presented to the business office.

19.13 The Employer shall not be obligated for said above compensation when such testimony is connected with the employee's non-school employment, or is as a result of Association or bargaining unit initiated judicial or administrative tribunal proceedings when the Association has subpoenaed or requested the employee to appear on behalf of the Association.

19.14 An employee serving as a juror or subpoenaed as a witness will provide appropriate advance notice to the Employer. The employee will be excused from work only during time needed to fulfill witness or juror duties.

### **Bereavement Leave**

19.15 Absence without loss of pay shall be allowed up to five (5) days per school year, for all bargaining unit members, upon the death of a spouse, child, grandchild, parent, parent-in-law, brother, sister, grandparent, or dependent. Dependent is defined as one who qualifies under IRS regulations. Such days shall not be deducted from an employee's sick leave.

19.16 Upon written request from the employee, the Superintendent may grant additional days. Any additional days approved shall be deducted from the employee's sick leave.

## **ARTICLE 20**

### **UNPAID LEAVES**

#### **Leaves of Absence**

20.1 Leaves of absence, without pay or fringe benefits, may be granted at the Employer's sole discretion for periods of up to one (1) year in duration. The Board's determination of approval or disapproval of a requested leave shall be final.

Page 28

20.2 Unpaid leaves of absence may be granted for the following reasons:

A. Full-time planned program of academic or vocational study, leading to a degree, licensure, or certification related to the employee's work.

B. Other full-time planned program of educational participation involving demonstrable benefit to the district.

C. An illness and/or injury which exceeds the accumulated sick leave allowance of an eligible employee, or for child care or to care for a serious health condition of a family member. Presentation of medical evidence demonstrating the nature of the illness and/or injury may be required prior to considering approval.

D. Other reasons that are determined to be in conformity with the provisions of this Agreement, at the discretion of the Employer, and with the availability of replacements.

20.3 When applying for an unpaid leave of absence, the employee may request that s/he be returned to the same position held prior to the requested leave. In such case, the Employer shall notify the employee if the leave will be recommended for approval with

right of return to the same position. If the right of return to the same position will not be recommended (or is not granted as requested), the employee shall have five (5) business days to withdraw the request prior to official action (or the employee may rescind the requested leave in writing within forty-eight hours following action approving the leave without right of return to the same position).

20.4 A leave of absence must be requested in writing to the Superintendent not less than sixty (60) days prior to the desired starting date of the leave. In cases of unusual or extenuating circumstances the sixty (60) day notification period may be waived. It shall also be the responsibility of the employee to notify the Employer of his/her status as to returning to duty, in writing, not less than sixty (60) days prior to the end of the employee's approved unpaid leave of absence.

20.5 An employee on an approved leave of absence in excess of one-half (1/2) of his/her regularly scheduled work year shall be returned to the same wage scale lane/step upon return from leave as they were on prior to said leave and shall continue on that step in the ensuing year.

20.6 At the onset of the leave of absence, the employee's accrued seniority shall be frozen. Upon return from the leave of absence, the employee's accrued seniority shall be reinstated at the level accumulated when the leave began.

Page 29

20.7 An extension of the approved leave, not to exceed one (1) year, may be granted at the discretion of the Board provided that the employee places a request for extension in writing not later than sixty (60) days prior to the return date established when the leave was originally approved.

20.8 An eligible employee on unpaid leave of absence who desires to maintain his/her medical insurance may, subject to the provisions of the carrier, make provision for payment of the premium. The Employer has no obligation to pay insurance premiums on behalf of an employee on unpaid leave of absence.

### **Armed Services**

20.9 Members required to perform military service shall be granted a leave of absence under the provisions of applicable federal and/or state law.

## **ARTICLE 21 HOLIDAYS**

21.1 Each **full-time** employee will be paid for three (3) holidays annually at the same daily rate earned in a normal working day. Payment for the three (3) holidays will be made in the last payroll period prior to the Christmas/New Year school vacation break.

21.2 Each **school-year** employee will be paid for two (2) holiday annually at the same daily rate earned in a normal working day. Payment for the two (2) holidays will be made in the last payroll period prior to the Christmas/New Year school vacation break.

## **ARTICLE 22 HEALTH INSURANCE**

22.1 Regular **full-time** bargaining unit employees will receive fully paid by the Employer the same MESSA PAK as teachers.

22.2 Eligible **full-time** Bargaining Unit Members not selecting health insurance coverage shall be provided the single subscriber rate to apply to the Board approved 125 Cafeteria Plan.

22.3 Regular **School-year** employees may purchase available health insurance through the Board approved 125 Cafeteria Plan.

Page 30

22.4 Eligibility for health care, dental and vision coverage is based on the acceptance of the written application by the insurance carrier.

22.5 Enrollment for health care, dental and vision coverage must occur during the established open enrollment period of each year or for new regular full-time employees within thirty (30) days of the date of eligibility.

22.6 Responsibility for completion of enrollment applications in the health, dental and vision programs rests with the employee.

## **ARTICLE 24**

### **NEGOTIATIONS PROCEDURE**

24.1 **Unforeseen Matters:** The terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties.

24.2 **Negotiations Representation:** Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Designated representatives of both parties shall have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

24.3 **Agreement:** There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) copy by the Association. Copies of the Agreement shall be printed at the expense of the Employer and furnished to all bargaining unit members within thirty (30) work days after the Agreement is signed by both parties, and to new bargaining unit employees upon hire.



**Changes for this page provided by ss rep  
Page 34**

**ARTICLE 25**

**DURATION AND RATIFICATION OF AGREEMENT**

25.1 The provisions of this Agreement shall become effective on the date the Agreement has been ratified by both parties (except that Article 23, Wage Schedules, shall be retroactive to July 1, 2003), and shall continue in full force and effect without change until June 30, 2006.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

DATE OF RATIFICATION  
BY THE ASSOCIATION:

DATE OF RATIFICATION  
BY THE EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

LELAND ESP/NMEA  
MEA/NEA

LELAND SCHOOL DISTRICT  
BOARD OF EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Chief Spokesperson

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Treasurer

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Trustee