
probationary employees are subject to the grievance procedure but only up to the Superintendent's level.

- 8.4 Upon request of the employee, a employee shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present.
- 8.5 It is agreed and understood that the following progressive system of discipline shall be followed in disciplining non-probationary employees except in the cases where the nature of the offense warrants a departure. A written statement may be placed in the personnel file of the employee indicating a verbal warning was issued.

Verbal warning by an administrator.
Written warning/memo by an administrator.
Written reprimand by an administrator.
Suspension without pay.
Dismissal for just cause only.

- 8.6 An employee will have the right to review the contents of all records of the Employer pertaining to said employee originating after initial employment, and to have a representative of the Union accompany him/her in such review. Other examinations of a employee's files shall be limited to qualified supervisory personnel, except that a non-employee Union representative may review such files when necessary for contract administration purposes or to provide the employee representative in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

No material including, but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a employee's personnel file unless the employee has had an opportunity to review the material and the complaint has been investigated and confirmed by the Employer. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a employee's files, the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean Agreement with the content of the material. If material in the employee's file is found to be inappropriate or in error, the material will be corrected and/or expunged from the file, whichever is appropriate.

- 8.7 In imposing any discipline, the Employer may not take into account any prior minor infractions that occurred more than two (2) years prior to the incident under review
- 8.8 Any case of assault upon a employee and/or a employee's property shall be promptly reported to the Employer. The Employer shall promptly render all necessary assistance to the employee, when possible, to prevent injury and loss of property.
- 8.9 No employee will be threatened, disciplined, reprimanded, punished, discharged or denied any occupational advantage, directly or indirectly by the Employer, its

administrators or representatives, due, in any way, to the employee having filed a complaint as allowed by law.

- 8.10 Any complaint not called to the attention of the bargaining unit member, within ten (10) work days of the determination to proceed on the complaint, may not be used in any disciplinary action against the bargaining unit member.
- 8.11 The employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee.
- 8.12 The private and personal life of any employee is not within the appropriate concern or attention of the Employer as long as it does not have an adverse effect on their position with the Mayville Community Schools.

ARTICLE 9 - SENIORITY, PROBATIONARY EMPLOYEES

- 9.1 New employees hired into a bargaining unit position shall be considered as probationary employees for the first sixty (60) working days of their employment. Any days missed during the probationary period will serve to extend the probationary period. The probationary period may be extended by mutual consent of the Employer and Union. When an employee finishes the probationary period, he/she shall be entered on the seniority list from the date of hire. There shall be no seniority among probationary employees.
- 9.2 For new-hire employees, the following conditions apply:
 - 1ST working day - Begin paying Union dues or the Representation fee
And become eligible for applicable insurance benefits.
 - 60 working days - Probationary period may be extended by mutual consent of Employer and Union
 - 61st working day - Permanent status
Sick leave begins
Rights to grievance procedure
- 9.3 Classification Seniority: Classification seniority shall be based on the employee's last date of hire into the classification in which he or she works. It shall be used for the purpose of: (1) Layoff and Recall (Article XIII), (2) Job Bidding (Article XV), and (3) Overtime and Equalization of Overtime Hours (Article XIX).

The classifications shall be as follows:

- Custodial/Maintenance
- Aides
- Secretarial
- Cafeteria

Transportation (Bus Drivers and Mechanic)

1. Transportation: Two (2) routes a day for a school year constitutes ten (10) months seniority in this classification. A person driving one (1) run for ten (10) months accumulates five (5) months seniority in this classification. A person cannot accumulate more than ten (10) months in one (1) calendar year.
 2. Custodial/Maintenance and Mechanics: 2080 hours per year (including vacation time, sick days and holidays) shall constitute twelve (12) months seniority in this classification.
 3. Cafeteria: A person working thirty (30) hours per week for a school year constitutes ten (10) months seniority in this classification. A person cannot accumulate more than ten (10) months in one (1) calendar year.
 4. Secretary and Aide Classification: A person classified as a secretary working 1920 hours per school year will accumulate twelve (12) months seniority in this classification.
 5. Employees cannot accumulate more than twelve (12) months seniority in one (1) calendar year.
- 9.4 An employee who works in more than one position cannot combine hours in those classifications to obtain benefits. The hours in the employee's primary position cannot be adjusted to accommodate the other position(s) nor will such assignments be made where it would create a need to pay overtime. Seniority will be accumulated in each classification.
- 9.5 As of July 1, 2013 MESPA Employees may not apply for positions in multiple classifications. Should an employee wish to apply for and be awarded a vacancy in a different classification, the employee must resign from their current position.
- 9.6 Any MESPA member who is employed in more than one (1) classification on June 30, 2013 will be allowed to be employed in multiple classifications until he/she wishes to apply for a vacancy. If granted the vacancy, the member will resign from the position held in the other classifications.
- 9.7 An employee's seniority shall entitle him to only such rights as are expressly provided for in this Agreement.
- 9.8 In the event that the seniority dates are the same, the last digit of employees' social security number shall be used, with the highest number having preference. In the event that a tie still exists, the second digit from the end, then the third, if necessary, and so forth, will be used as tie-breakers.

ARTICLE 10 - SENIORITY LISTS

- 10.1 The seniority list will show the name, date of hire, months of seniority and job classification.

- 10.2 The Employer will keep the seniority list up to date and will provide the President with up to date copies upon request during business hours.

ARTICLE 11 - LOSS OF SENIORITY

An employee's seniority and employment shall terminate if:

- 1) He/she quits
- 2) He/she is discharged
- 3) He/she is absent from work without notification or acceptable reason to the Employer and/or its representative.
- 4) He/she fails to return to work when recalled within three (3) working days.
- 5) He/she gives false reason in requesting a leave of absence or engages in other employment during such leave of absence.
- 6) He/she is retired
- 7) He/she falsified pertinent information on his job application
- 8) He/she holds a full time position in addition to a full time school position without notifying employer.
- 9) Is laid off for a period of three (3) years beyond the effective date of layoff.
- 10) Any employee covered by the Omnibus Transportation Employee Testing Act who tests positive, refuses to submit to testing or who fails to report for testing.

ARTICLE 12 - REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- 12.1 Layoff shall be defined as a reduction in the work force deemed necessary by the Employer. No existing position will be eliminated and then filled with more than one (1) employee.
- 12.2 No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least seven (7) work days prior to the effective date of the layoff.
- 12.3 In the event of a necessary reduction in work force, the Employer shall first layoff probationary employees in the affected classification (See Article 9.3-A), then the least senior employees in that classification. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly-created position. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, in their classification, for which they are qualified, which is held by a less senior employee.
- A employee laid off from his/her classification may bump the employee with less seniority in a classification in which he/she has accrued seniority, as long as he/she has more seniority in that classification than the person he/she seeks to bump.
- 12.4 A laid off employee substituting in a classification where the employee has seniority, will receive the regular rate of pay for the classification. No other rights, benefits or

entitlements will accrue or apply.

Laid off employees may continue their health, dental and life insurance benefits through COBRA after the first sixty (60) calendar days of such layoff, during which time all fringe benefits will be continued by the Employer. If the layoff occurs during the middle of the month, upon expiration of the sixty (60) days the employee will be responsible for ½ month's premium to maintain coverage for that last month.

- 12.5 Vacancies will be posted under Article 14 before instituting the recall procedures set forth in 12.5.

Laid off employees shall be recalled in order of seniority, with the most senior being recalled first, to any position within a classification where the employee has accrued seniority and for which they are qualified.

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled employee shall be given fifteen (15) calendar days from receipt of notice, to return to work. The Employer may fill the position on a temporary basis with a substitute until the recalled employee can report.

Employees who are recalled are obligated to accept the position if the position has at least the same number of work hours from which the employee was laid off. An employee who declines such a recall shall forfeit all recall rights. Employees on layoff shall accrue seniority during the period of such layoff.

Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the employee was laid off shall not affect his/her rights to recall to an equivalent position.

- 12.6 Partial Layoffs

If the regularly scheduled hours of a position are reduced by more than 15%, or the reduction in hours causes the employee in that position to qualify for lower insurance benefits, the reduction shall be considered a layoff. Employees so affected shall be entitled to exercise the rights afforded under this Article. The Employer shall not exercise this provision to arbitrarily reduce existing employee benefit levels.

ARTICLE 13 - TRANSFERS

An employee promoted or transferred from a job classification in the bargaining unit to a supervisory position shall retain the seniority he had at the time of such promotion or transfer.

ARTICLE 14 - VACANCIES, TRANSFERS AND PROMOTIONS

- 14.1 A vacancy shall be defined as a newly-created position or a present position that is not filled, or a position whose regularly scheduled annual hours are increased by more than 15%, or increased enough to cause an employee in that position to qualify for higher insurance benefits.
- 14.2 All vacancies shall be posted in a conspicuous place in each building of the District for a period of seven (7) workdays. Said posting shall contain the following information:
- 1) Explanation of work
 - 2) Location of work
 - 3) Rate of pay
 - 4) Hours to be worked
 - 5) Classification
 - 6) Qualifications (See Article 3.2)
- 14.3 Interested employees may apply in writing to the Superintendent, or designee, within the seven (7) day posting period. The Employer shall notify school year employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to each employee by U.S. mail to their last known address if the employee so requests.
- Employees who are not able to fully assume the position within ten (10) business days of the District's offer (i.e. on unpaid leave, etc.) will not be considered for vacancies.
- 14.4 Vacancies shall be filled with qualified applicants in the following order:
- A. The most senior employee from within the classification (See Article 9.3)
 - B. The recall of a laid off employee from within the classification (See Article 12.5).
 - C. The best qualified applicant from within the bargaining unit from another classification (See Article 9.3).
 - D. An applicant from outside the bargaining unit.
- 14.5 Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant under 14.4(A) has been selected to fill a posted position. Under 14.4(C), the decision will be made within ten (10) working days of the completion of the interviews. Each applicant shall be so notified in writing with a copy provided to the Union.
- 14.6 Only in the event of a transfer from one classification to another (See Article 9), will the employee be given a thirty (30) workday trial period in which to show his/her ability to perform on the new job. The trial period may be extended an additional 30 days by mutual consent of the Employer and Association. The Employer shall give the transferred employee reasonable assistance to enable him/her to meet the Employer's standards of the new job. If the employee is unable to demonstrate ability to perform the

work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

In the event of a transfer within a classification, the above provisions will apply, however; 1) time period will be reduced to ten (10) working days and 2) if the applicant returns at his/her option to their former position, he/she may not apply for another position within the classification for a period of six (6) months from the effective date of return.

- 14.7 In those instances where the District elects to reassign an employee to another classification to address a momentary staffing need (i.e. for a day or two), he/she shall not be placed on a lower step (wage schedule), nor shall they suffer any loss of accrued seniority, vacation, holiday or leave benefits.
- 14.8 The parties agree that involuntary transfers of employees are to be effected only for reasonable and just cause.
- 14.9 Any employee who temporarily assumes the duties of another employee will be paid the regular rate for those duties. A employee's pay rate shall not be reduced as the result of any temporary change in duties, unless the change is due to the employee applying for and being appointed to a position that is posted.
- 14.10 Whenever a permanent vacancy occurs on a bus route, that vacant route shall be posted. Any driver that as a split route shall have the option of the single route if it becomes available, on the basis of seniority.
- 14.11 If a regular bus driver would like to be considered as a substitute driver for kindergarten, Head Start, and B4K routes they should notify the Transportation Supervisor in writing.
- 14.12 By mutual agreement between the Superintendent and the Association President, the parties may conduct a Summer Aide Classification bid meeting to dispose of Aide classification vacancies for the upcoming school year. Attendance is voluntary and is limited to those in the Aide Classification. Vacancies will be filled at the meeting on the basis of seniority and qualifications.

There will be no trail period (See Article 14.6). An employee who does not attend the meeting whose position is scheduled to continue, will not be displaced in the process.

Any employee not attending the meeting who is unassigned at the conclusion of the meeting, will be assigned by the Administration.

An employee may vote by written proxy given to the Superintendent with copy to the Association President. The proxy must be specific as to the position (i.e. the building, daily schedule of hours, etc.) in order to be honored.

Any remaining vacancies will be posted and filled in accordance with Article 14.4 (B), (C) and (D).

ARTICLE 15 - LEAVES OF ABSENCE AND SICK LEAVE

15.1 Leaves of absence with pay may be granted as follows:

- A. Employees shall accumulate sick leave at the rate of one (1) day for every twenty-two (22) days compensation with a maximum of twelve (12) days per year. Maximum accumulation shall be nine (9) times the days possible to accumulate in one (1) year. Those employees exceeding their maximum accumulation of sick days will be paid 35% of their unused sick days exceeding the maximum accumulation. Sick leave will accumulate to a maximum of 108 days.

Leaves with pay, chargeable to sick leave:

1. Up to five (5) days per year may be used in cases of serious illness of the immediate family (which is to include: spouse and child, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather or grandchild). Additional days may be granted by the Superintendent.
2. Three (3) days per year may be used for business that cannot be conducted outside the school day or week.

An employee making claim for sick leave pay which the employer considers excessive or abusive may be required to take a physical examination by the physician of the employer's choice without cost for the employee.

In order to make claim for sick leave pay, an employee must have notified his immediate supervisor at least one (1) hour prior to commencement of his working period.

B. Other leaves of absence with pay and not chargeable to sick leave (seniority accumulates):

1. Jury Duty – pay for the time missed shall be reduced by the amount paid by the court for time spent – not mileage.
2. Court appearance as a witness in any case connected with employment involving the District.
3. Time necessary to take Selective Service examinations.
4. Attending educational conferences that have been approved by the Superintendent.
5. Court appearances when subpoenaed to appear in a case to which the bargaining unit member is not a party.
6. Funeral leave – in case of death in the immediate family (see 15.1 (A) (1)). Three (3) days may be used with full pay and not chargeable to sick leave.