

MASTER AGREEMENT

BETWEEN

**MAYVILLE COMMUNITY SCHOOLS BOARD OF
EDUCATION**

AND THE

**MAYVILLE EDUCATION SUPPORT PERSONNEL
ASSOCIATION
MEA/NEA**

July 1, 2013 – June 30, 2015

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ARTICLE 1 - AGREEMENT

This Agreement entered into this, July 1, 2013, by and between the Mayville Educational Support Personnel Association-MEA/NEA, hereinafter called the "Union," and Mayville Board of Education, hereinafter called the "Employer."

ARTICLE 2 - PURPOSE

- 2.1 This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- 2.2 The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, employees, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer which are believed to be inconsistent with the terms of this Agreement, and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.
- 2.3 The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 3 - RECOGNITION

- 3.1 The Employer hereby recognizes the Mayville Educational Support Personnel Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA), for all full time and regular part-time, probationary on leave or substituting for a employee on leave or temporarily absent: paraprofessionals, secretarial/clerical, bus drivers, food service, custodial, and maintenance employees of the Mayville Community Schools. Excluded are supervisors, substitutes, financial secretary, executive secretary, executive bookkeeper and all other employees.
- 3.2 For the purpose of administering this Agreement, the following definitions shall prevail:

Temporary vacancy: A vacancy that is expected to be at least twenty (20) work days in duration. If it involves a leave of absence the temporary vacancy shall be for the length of the leave of absence (See Article 6).

Permanent vacancy: When an employee terminates.

Temporary assignment: An assignment made to fill a temporary vacancy as defined above.

Full year Part-time employee: An employee who is scheduled to work at least 220 days per year.

Full Year employee: An employee who is scheduled to work at least 2080 hours per calendar year.

School year employee: An employee who is scheduled to work during the school year, not to exceed 1920 hours.

Instructional Aide: An employee who assists in the instructional program and/or performing light clerical duties such as but not necessarily limited to, answering the telephone, dealing with visitors (students) in the office, and/or tasks assigned by an administrator.

Library Aide: An employee who assists in the library program and/or performing light clerical duties such as but not necessarily limited to, answering the telephone, dealing with visitors (students) in the office, and/or tasks assigned by the media Specialist or an administrator.

Playground Aide: An employee who assists in the supervision of students, on the playground, cafeteria, or any other areas on school property.

Secretary: An employee who performs clerical duties which include typing, filing, bookkeeping, keeping of confidential records, receptionist and office management.

Qualified: An employee (applicant) meeting the requirements of the job description.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union recognizes that the Employer has the responsibility and authority to adopt rules or policies, to manage and direct, on behalf of the public, operations and activities of the Mayville Community Schools Board of Education to the extent authorized by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
- 4.2 The Employer shall not direct or require a employee to violate any Federal law, State law, and/or State or Federal regulation.
- 4.3 The Employer recognizes that this Agreement sets forth limitations on the above-named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.
- 4.4 The Employer retains the sole right to discipline and discharge employees for just cause, provided that in the exercise of this right, it will not act in violation of the terms of this

Agreement.

- 4.5 Subject to the limitations set forth in Section A and B below, the District reserves the right to test employees in conjunction with Articles 7, 13 and 15. Such rights are to be considered in addition to those testing requirements established by external entities (i.e. State or Federal laws, etc.)
- A. Those employees occupying secretarial positions on October 27, 2003, will not be tested for basic secretarial skills (i.e. typing speed, grammar, etc.) when applying for vacancies within the secretarial classification.
- This applies only to the aforementioned secretaries and only for as long as each remains continuously employed in the secretarial classification.
- B. This Agreement shall not be deemed to prohibit testing for advanced skills (i.e. accounting, etc.).

ARTICLE 5 - UNION REPRESENTATION

- 5.1 The Union shall designate to the Superintendent of Schools in writing, the Union representatives and the Employer shall not be required to recognize or deal with any employees other than the ones so designated.
- 5.2 The Employer agrees to recognize one (1) president and five (5) Association representatives (AR's) for the purpose of grievance representation to be allocated as follows:
- One (1) AR from the five (5) classifications: Transportation/Mechanic, Cafeteria, secretary, paraprofessional, and custodial/maintenance.
- Alternate AR's, who would serve only in the absence of the regular AR, will also be recognized by the Employer.
- 5.3 All Union representatives must conduct Union business outside of regular working hours. An exception to this requirement for the purpose of processing or investigating a grievance may be permitted if prior written approval from the Superintendent is granted.

ARTICLE 6 - TEMPORARY VACANCIES

For the first twenty (20) work days of an unpaid leave of absence, the District reserves the right to fill a temporary vacancy with a substitute from outside of the bargaining unit.

Should the District elect to continue the position during an unpaid lead of more than twenty (20) work days, the position will be posted as a temporary vacancy subject to the following:

1. The District reserves the right to deny a qualified employee a posted temporary vacancy for operational reasons. Operational reasons include by way of example, situations where the employee requesting the temporary vacancy is:

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- A. A special Education aide assigned to a single student with special needs (i.e. autistic; physically disabled or medically fragile, etc.)
 - B. Is in a position that requires a CDL.
 - C. In a position requiring special knowledge in the area of technology and/or the District's operating procedures (i.e. secretaries, "Nova Net" aide, the media center aide, etc.)
2. The District will not consider experience in temporary vacancies when filling permanent vacancies.
 3. Temporary vacancies will be granted in the following order:
 - A. The most senior qualified employee within the seniority classification.
 - B. If there is no employee within the seniority classification, to another employee who is the most qualified.
 - C. If there is no bargaining unit employee, a person from outside the bargaining unit.The position vacated by an employee granted a temporary vacancy may be filled by a non-bargaining unit substitute.
 4. The wage rate for temporary vacancies will be the rate set forth for the classification in Article 27. No other rights, benefits or entitlements shall apply or accrue.
 5. An employee may maintain their regular position and a temporary position provided:
 - A. The schedules do not conflict, and
 - B. The total hours of both positions would not require the payment of overtime, and
 - C. The employee may not accept overtime or extra hours which conflicts with either their regular or temporary assignment.

B. The following will govern as it relates to daily substituting:

1. With the exception of the Food Service Department under the limited procedures set forth in Section B (2), the procedures for daily substituting are exclusively controlled by the District. As such no grievances may be filed over the use of substitutes for daily absences of bargaining unit members or during periods when vacancies are posted outside of the Food Service Department.
2. In those instances where the Food Service supervisor elects not to substitute on a daily basis the following procedure will be used.

Each semester before the first day of student instruction, each Food Service employee who is interested in daily subbing will notify the Food Service supervisor in writing. If such notification is not received, the employee may not be eligible to sign up until the succeeding semester.

- A. Employees with a kitchen where an employee is absent or where a vacancy is being posted will be asked to substitute on a rotational basis provided the daily substitute assignment is more hours for that employee for the day.
- B. The district will not be required to move employees between buildings.
- C. Where an employee substitutes in such circumstances, the employee will be paid their regular rate of pay for the employee's regular number of work hours and one and one half (1 ½) times the District's substitute Food Service rate for the additional hours beyond the employees regular schedule. No other rights, benefits or entitlements shall apply or accrue.
- D. If the most seniored employee declines or can not be immediately reached, the next person in rotation in the building will be asked. If bargaining unit member accepts the daily subbing, the position that employee vacates for the day will be filled by a substitute from outside of the bargaining unit.
- E. Nothing in this section will be construed to prohibit the District from moving more than one bargaining unit member of a given day (within or between buildings) to cover for daily absences. Section E is exclusively within the control of the District and is not subject to the grievance procedure.
- F. If bargaining unit members are not available to substitute, substitutes from outside the bargaining unit may be used.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 A claim and/or a complaint by a employee or a group of employees or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement arising under and during the terms of this Agreement.
- 7.2 A. Informal Level: When a employee(s) or the Union believe(s) a grievable incident has occurred, the affected employee(s) or the Union shall within five (5) days of the alleged infraction, request a meeting with the immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint.
- B. Formal Level 1: If a complaint is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, the complaint may be formalized in writing within ten (10) working days of the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) working 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.
- Formal Level 2: If the Union is not satisfied with the disposition of the grievance at

Level 1 or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance shall be transmitted to the Superintendent. Within five (5) working days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent shall, within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s).

Formal Level 3: If the Union is not satisfied with the Superintendent's decision the Union may appeal the grievance to the Board of Education by filing a copy of the grievance with the Secretary of the Board. The appeal to the Employer must be made within five (5) days of the receipt of the Superintendent's decision. Within thirty (30) days from receipt of the grievance, the Employer shall consider the grievance. The Employer shall render its decision within thirty (30) days after the hearing.

Formal Level 4: If the Union is not satisfied with the disposition of the grievance at Level 3 or if no disposition has been made within the period provided above, the Union may submit the grievance to arbitration before an impartial arbitrator within thirty (30) days after the Employer issues its decision. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be divided equally between the parties.

- 7.3 If the parties agree on an arbitrator outside of the American Arbitration Association process, the hearing and the award shall be governed in accordance with AAA rules.
- 7.4
- A. The term "Work days" when used in this Article shall mean week days (excluding paid holidays). Time limits may be extended by mutual Agreement of the parties.
 - B. Notwithstanding the expiration of this Agreement, any grievance arising during its term may be processed through the grievance procedure until resolution.
 - C. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 2 of the grievance procedure by mutual Agreement.
 - D. If any employee 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, plus reasonable interest. If any employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money plus reasonable interest shall be paid to him/her and his/her record cleared of any reference to this action.
 - E. For the purpose of assisting a employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding including but not limited to grievances, the Employer shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected employee or any issue in the proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.

- F. An employee who must be involved in the grievance meeting with the employer during the work day shall be excused with pay for that purpose.
- G. If the Union violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance shall be automatically advanced to the next internal level.
- 7.5 Upon mutual Agreement of the Union and the Employer, the grievance may be processed via the following expedited grievance procedure.
- A. The grievance shall be submitted in writing to the Superintendent or his/her designee. Within five (5) calendar days after submission, the Superintendent or his/her designee shall schedule a meeting with the Union in an effort to resolve the dispute.
- B. If the dispute is still not resolved to the Union's satisfaction within seven (7) calendar days of the initial hearing, the Union may appeal the grievance to binding arbitration, under the rules of the American Arbitration Association for expedited arbitration. Both parties agree to be bound by the decision of the arbitrator.

ARTICLE 8 - DISCHARGE AND EMPLOYEE RIGHTS

- 8.1 No non-probationary employee shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; and discharges. Any such discipline, including adverse evaluation of employee performance which results in disciplinary action, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the employee and the Union no later than at the time discipline is imposed.
- 8.2 Written discipline will be given in the form of a formal letter addressed to the employee 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 employee had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the employee and the Union. Any complaint not called to the attention of the employee, within ten (10) work days, may not be used in any disciplinary action against the employee.
- 8.3 Any employee who wishes to take exception to a written disciplinary action must respond in writing within twenty (20) days and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the employee's personnel file, together with a copy of the written disciplinary action issued by the administration.

A non-probationary employee who files an exception shall not be precluded from also seeking relief through the grievance procedure. Such actions with regard to

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.

15.2 Leaves of absence without pay and benefits for up to one (1) year may be granted as follows:

A. Leaves where seniority accumulates:

1. Child care or adoption. Seniority accumulates up to the time allowed under the Family and Medical leave Act.

B. Leaves where seniority does not accumulate:

1. Study related to job classification.
2. Prolonged personal illness of the employee, after all paid sick leave days that the bargaining unit member has available have been used. Payment for any benefits provided by the Employer under this Agreement will cease at the end of the month during which paid sick leave is exhausted, unless continuance of such benefits is protected by the Family and Medical Leave Act. Upon written application by the employee and certification by the employee's physician, a second year of unpaid sick leave shall be granted, provided however:
 - a. No seniority shall accumulate during the second year of the unpaid leave; and
 - b. Upon return from the second year of unpaid leave, the employee shall only be entitled to return to his/her position or a comparable one if such a position is available. Otherwise, the employee shall be recalled in accordance with the terms of Article 12, section 5, except no seniority shall accrue.
 - c. Serving in an appointed Union position.
 - d. Family hardship.
 - e. Serving in an elected position.
3. The employee may return from a leave of absence to the same position, if available.
4. All leave requests shall be in writing and shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Leave requests must be submitted three (3) school days prior to the commencement of leave with pay.

15.3 Leaves for the military will be handled in accordance with applicable statutes.

15.4 Unpaid Personal Leave Days – unpaid personal leave (“loss of pay”) days may be approved on a case-by-case basis only for emergencies or other extraordinary reasons, provided:

1. The bargaining unit member has used all of his/her paid personal business leave days; and

2. The bargaining unit member has applied for the day(s) in the same manner and under the same timelines as for paid leave days.
 3. The approval of such unpaid days is at the discretion of the Employer.
- 15.5 Probationary employees are ineligible for paid and unpaid leaves of absence.
- 15.6 Part-time employees and those working a partial year are eligible for pro-rata leave at the same pro-rata as compensation.
- 15.7 An employee on separation after five years or upon retirement shall receive 50% of his/her accumulated sick days at the prevailing rate. Employees who are discharged will not receive the sick day payout.

ARTICLE 16 - RATES FOR NEW JOBS

When a job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective.

ARTICLE 17 - ASSIGNMENT FOR TEMPORARY CUSTODIAL VACANCY

School year employees shall be given due consideration for summer custodial work. In order to be offered summer work, employees must notify the Employer in writing prior to May 25 of his/her desire to work during the summer vacation. If appointed, the employee will only receive the substitute rate established by the District. The employee will be required to become an employee of a third party administrator that contract to provide substitute/temporary employees to the District. No other rights, benefits or entitlements will accrue or apply.

ARTICLE 18- OVERTIME AND THE EQUALIZATION OF OVERTIME HOURS

- 18.1 Each employee who wishes to perform overtime work shall notify the employer of such interest in writing. Overtime shall first be offered to the most senior qualified employee within the building and classification where the overtime is needed. The overtime created by athletic events shall be covered by the grounds/maintenance job description. If the most senior employee refuses the overtime, then the work will be offered to the next most senior qualified employee and so on until the overtime rotation list, comprised of all employees wishing 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. In the event that no qualified employee accepts the overtime, the Employer may assign it to the least senior, qualified employee, involuntarily. Custodial overtime will be on a rotational list starting with the most senior employee. There will be no "within building" for custodial overtime.
- 18.2 Compensatory time shall be used only by mutual Agreement with the employee and the

Superintendent.

- 18.3 Substitute and supervisory employees are not eligible for overtime and/or extra trips except in emergencies.
- 18.4 Overtime shall be compensated at the rate of time and one-half (1 1/2) of the regular hourly pay for all time worked in excess of forty (40) hours in one week. All overtime on Sunday and holidays shall be covered by employees.
- 18.5 Extra trip rotation will be established at the beginning of each school year and will be implemented in accordance with the following provisions.

The basis for this rotation will be seniority and application by the driver. Equalization will take place by the hour commencing April 1st.

- A. Any driver refusing four (4) consecutive trips will be dropped from the list for the balance of the school year.
- B. Extra trip tickets must be turned in to the transportation director before completing the next regular bus route trip or the driver will forfeit the next regular extra trip for which the driver would qualify.
- C. A driver accepting an extra trip and then canceling will forfeit the next extra trip for which the driver would qualify.
- D. Drivers that have another position in the school system, including kindergarten or vocational education routes, will not be eligible for extra trips that overlap with other duties. Drivers so affected will not be charged for the trip.
- E. Drivers failing to return the bus unit in a reasonably clean condition will be suspended from eligibility of the next scheduled trip.
- F. If an extra trip is canceled two (2) hours or more prior to the scheduled departure, and the driver is notified, the driver is then eligible for the next available trip and the driver will not be compensated for the canceled trip. If the driver is not notified, the driver will be compensated for three (3) hours and will be charged for the trip in the regular manner. It shall be the driver's responsibility to keep their supervisor informed of how they can be contacted. Failure of the part of the driver to keep their supervisor informed shall result in the loss of all privileges outlined in Article 19 – Section F.
- G. On extra trips drivers will receive one and one half (1 1/2) times their extra trip rate for the first hour if the extra trip causes the driver to miss his/her regular run.
- H. In the event all drivers refuse a trip, the trip may be assigned to the least senior driver.
- I. In the event the District elects to split an extra trip on a non-instructional day, the following conditions will apply:
1. The driver who takes the initial part of the trip will have the option of taking the

- return trip.
2. If the driver only elects the initial part of the trip, the driver will be guaranteed one and one half (1 ½) hours pay at the extra trip rate.
 3. If the driver elects both parts of the trip, the driver will be guaranteed one and one half (1 ½) hours on the initial trip and one and one half (1 ½) hours pay of the return trip at the extra trip rate.
- J. The District will utilize bus drivers to transport students for District sponsored extra trips except:
1. Where the trip is chartered to a commercial carrier.
 2. Over night trips may use alternative transportation.
- K. 1. All extra trips of twelve (12) or more students will be transported by a Mayville Community School bus.
2. All extra trips of eleven (11) or less students will be transported by school vehicles (i.e. school Suburban and white Buick) unless a bus is requested and approved for the trip.

ARTICLE 19 - WORKING CONDITIONS

- 19.1 The following schedule shall be used to determine working hours, breaks, lunch periods and shift premium:

A. Custodial/Maintenance and Mechanics

First Shift - Any employee who starts his/her shift between 5:00 am and 10:30 am shall be considered a first shift employee. The shift shall include a half hour (1/2) lunch period and two (2) fifteen (15) minute breaks as scheduled by their administrator.

Second Shift - Any employee who starts his/her shift between 10:30 am and 8:00 pm shall be considered a second shift employee. The shift shall include a half hour (1/2) lunch period and two (2) fifteen (15) minute breaks as scheduled by their administrator.

Third Shift - Any employee who starts his/her shift between 8:00 pm and 5:00 am shall be considered a third shift employee. The shift shall include a half hour (1/2) lunch period and two (2) fifteen (15) minute breaks as scheduled by their administrator.

- B. Cafeteria - Cafeteria personnel that work a six and one-half (6 ½) shift between the hours of 5:00 am and 3:00 pm will have a half hour (1/2) lunch period and one (1) fifteen minute breaks as scheduled by their supervisor. Cafeteria personnel that work less than six and one-half (6 ½) hours per day and more than three and one-

half (3 ½) hours per day shall have one (1) fifteen minute break as scheduled by their supervisor. They shall be hourly employees with no shift premium.

- C. Secretarial and Aide Classification - Secretary and Aide personnel normal working day shall not exceed eight (8) hours. They shall be hourly employees. A half hour (1/2) lunch period and two (2) fifteen (15) minute breaks shall be scheduled by their administrator for anyone working six and one-half (6 ½) hours or more per day. Personnel that work less than six and one-half (6 ½) hours per day and more than three and one-half (3 ½) hours per day shall have one (1) fifteen minute break as scheduled by their supervisor. There will be no shift premium. Aides will not be required to take over a classroom except in an extreme emergency.
- D. Transportation - Normal working day for bus drivers will be two (2) scheduled round trips per school day. They shall be paid by the trip, with no shift premium. All bus units will be kept at the school. Drivers duties will include pre-trip and post-trip inspections, fueling, and the daily sweeping of their bus unit.

Bus drivers will not be scheduled for breaks or lunch periods.

- 19.2 An employee reporting back to work outside of the employee's regular shift shall be granted a minimum of two (2) hours pay at their regular rate of pay and will only be paid time and one-half (1/2) their regular rate for hours in excess of forty (40) hours that week, subject to the provisions of Article 19.1. The employee will be required to punch in and out on the time clock. To receive the two (2) hour minimum call in pay the employee must be on site for the minimum two (2) hours. The employee will be compensated for actual time worked if they punch out before two (2) hours has past.
- 19.3 All lunch periods and rest periods shall be scheduled by the Employer. Lunch breaks shall be unpaid and employees may be required to punch in and out for lunch breaks. All lunch periods are duty-free.
- 19.4 Drivers duties will include pre-trip and post-trip inspections, fueling off-site or when no one is available, and the daily interior cleaning/sweeping of their bus unit.

ARTICLE 20 - HOLIDAY PROVISIONS

- 20.1 Holiday pay shall be at the regular rate of pay according to the following schedule for seniority employees who are compensated for the last scheduled working day before and the first scheduled working day after the holiday. (Persons eligible/receiving this benefit on or before July 1, 2009 are grandparented.

Job Classification

Cafeteria, School year Office/
Clerical/Aides, Transportation

Paid Holidays

New Year's Day
Good Friday
Christmas Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Memorial Day

Custodial/Maintenance/Mechanics,
Full Year, Office/Clerical/Aides

New Year's (2)
Christmas (2)
4th of July (2)
Easter Monday
Labor Day
Memorial Day
Thanksgiving Day

Friday after Thanksgiving
Good Friday

20.2 Should a holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. By mutual Agreement, holidays can be moved.

20.3 An employee not covered by this collective bargaining agreement is not eligible for vacation pay.

20.4 Severe Weather Days – The following provisions regulate full instructional day cancellations. The District will continue to determine all procedures relating to delayed starts and early dismissals.

A. Cafeteria, aides, and transportation:

Employees will only be compensated for make-up days the District is required to have to meet State requirement for hours of instruction.

B. Secretaries will report on demand only with the hours worked compensated with future release time.

C. Custodians, Maintenance and Mechanics should report to work.

D. The parties agree to immediately commence negotiations should the law Change affecting severe weather days.

ARTICLE 21 - VACATION ELIGIBILITY

21.1 An employee will earn credit toward vacation with pay from their date of hire in accordance with the following schedule:

Job Classification
School Year Employee

Paid Vacation Accumulation
one (1) week pay in lieu of vacation

Full Year Employee

1 st year of employment	five (5) days
2 nd year of employment	ten (10) days
3 rd year of employment	ten (10) days

4 th year of employment	ten (10) days
5 th year of employment	ten (10) days
6 th year of employment	ten (10) days
7 th year of employment	fifteen (15) days
8 th year of employment	fifteen (15) days
9 th year of employment	fifteen (15) days
10 th year of employment	fifteen (15) days
11 th + year of employment	twenty (20) days

The school year employee provision shall only apply to those employees hired prior to July 1, 2006.

Full year part-time employees shall be entitled to five (5) vacation days equal to the length of their normally scheduled work day. Days are to be scheduled with their supervisor when school is not in session.

21.2 An employee not covered by this collective bargaining agreement is not eligible for vacation pay.

21.3 Years of service shall mean years of continuous service in a full year position. Employees transferring from a school year to a full year position after January 1, 2003, will be placed on the above schedule by multiplying the number of years of continuous service times seventy-five (75%) percent (i.e. a bus driver transferring to a custodial position who had 12 years of driver service will be placed at the 9 year level for vacation pay). Any rounding of years of service for employees transferring to a full year position will be to the nearest whole number.

Unpaid leaves of absence (more than 15 days in a year), periods of layoff and prior service for those who are rehired shall not count as time worked toward vacation eligibility.

21.4 Vacation time is granted to full year employees on their anniversary date and is issued to school year employees following the completion of the school year. As such, if an employee is laid off, goes on unpaid leave or severs employment before the end of the next year, days afforded will be adjusted and any overpayments will be repaid immediately.

ARTICLE 22 - VACATION PERIODS AND PAY

22.1 Vacations will be granted upon the application by the employee upon mutual Agreement of the Employer and the employee.

22.2 When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

22.3 A vacation may not be waived by an employee and extra pay received for work during that period (school year employees excepted).

- 22.4 If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation. Verification from the treating physician shall be required.
- 22.5 Rate during Vacation: Employees will be paid their current rate based on their regularly scheduled day while on vacation, and will receive credit for any benefits provided for in this Agreement.
- 22.6 Custodians can take vacations while school is in session, one (1) per building, by mutual consent for not more than five (5) days.

ARTICLE 23 - INSURANCE

- 23.1 Employees hired on or before July 1, 2002, who are scheduled to work a minimum of 1800 hours per school year will be eligible for a health insurance premium cap of \$1,000.00 per month.

Employees hired after July 1, 2000 and before July 1, 2009 who are scheduled to work at least 1800 hours per school year shall be eligible for a health insurance premium cap of \$1,000.00 per month.

Employees enrolled in Plan B and hired prior to July 1, 2009, and that are scheduled to work a minimum of 1800 hours in a school year and choose not to take any health insurance will receive a monthly cap of \$150.00 toward the cost of Plan B. In addition these employees will receive \$225.00 in cash each month under an IRS qualified Section 125 plan. The \$225.00 per month will be increased depending upon the level of enrollment in Plan B as follows:

\$225.00	Less than 5 enrollees
\$275.00	5 to 9 enrollees
\$325.00	10 or more enrollees

- 23.2 Double coverages- in hospitalization is not permitted. (Applicable to employees hired after July 1, 1983.
- 23.3 Employees holding more than one position (through posted vacancies or layoff/recall) cannot receive insurance premiums contributions based upon the combined hours of the separate position(s).

Eligibility for insurance coverage for current employees hired on or before July 1, 2009 will be continued under the MESSA plan as agreed on 7/28/2010. Persons hired after July 1, 2009 will be covered by the Board of Education proposed contract language in Article 23.

PLAN A	PLAN B
Medical: MESSA Choices II	Medical: Not included in benefit package
IN Deductible: \$0	IN Deductible:
OON Deductible: \$250/\$500	OON Deductible:
OV/UC/ER Co-pay \$10/\$25/\$50	OV/UC/ER Co-pay

RX Drug Co-pay: \$10/\$20	RX Drug Co-pay:
Riders Included: AL	Riders Included:
Dental:	Dental:
Class I: 80%	Class I: 80%
Class II: 80%	Class II: 80%
Class III: 80%	Class III: 90%
Class IV: 80%	Class IV: 90%
Annual Max: \$1,000	Annual Max: \$1,000
Lifetime Max: \$1,300	Lifetime Max: \$1,500
Riders Included: 2 cleanings	Riders Included: 2 cleanings
Vision: VSP 2 Silver	Vision: VSP 2 Silver
Life Insurance: \$35,000	Life Insurance: \$35,000
AD&D Insurance \$35,000	AD &D Insurance \$35,000
LTD: 70% Max \$4,000	LTD: 70% Max \$4,000
Waiting Period: 90 CDMF	Waiting Period: 90 CDMF
Alcohol/Drug: Same as any other illness	Alcohol/Drug: Same as any other illness
Mental/Nervous: Same as any other illness	Mental/Nervous: Same as any other illness
SS Offset: Family	SS Offset: Family
COLA: Yes	COLA: Yes

ARTICLE 24 – NEGOTIATION PROCEDURES

- 24.1 At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement, covering hours, terms and conditions of employment.
- 24.2 In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Employer and a majority of the membership of the Union, but both parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.
- 24.3 It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering

and resolving any such matter.

ARTICLE 25 – WORK INTERRUPTIONS

The parties to the Agreement mutually recognize that the services performed by the Agreement are services essential to public welfare. The Union therefore agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment.

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment or cancellation of this Agreement by the Employer.

ARTICLE 26 – COMPENSATION

All compensation shall be computed according to the following schedules:

26.1 Runs which exceed one (1) hour and thirty (30) minutes shall be compensated at twenty (\$20.00) dollars per run. The administration will determine which runs qualify as exceeding 1.5 hours.

CLASSIFICATION	RATE	
	2013-2014	2014-2015
Transportation Bus Drivers:		
Regular Run	\$18.48	\$18.66
B4K & Head Start	\$20.94	\$21.25
Extra Trips	\$13.29 per hour for driving time and \$7.51 per hour for lay-over time.	\$13.42 per hour for driving time and \$7.59 per hour for lay-over time.
Tuscola Tech Center Run	\$13.29	\$13.42

Bus drivers whose buses break down receive a payment of one-half (1/2) of a regular run if they are one (1) hour or more late (must be requested).

The pay rate for bus drivers for attending required training classes, drug testing, and for washing buses shall be the current hourly wage paid for temporary custodians.

26.2

CLASSIFICATION	RATE	
	2013-2014	2014-2015
Food Service:		
Cafeteria	\$12.85	\$12.98 if employed with the District prior to 7/1/09.

Cafeteria Employed after 7/1/09	\$8.37	\$8.45 per hour or minimum wage whichever is higher.
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Crew Leader(s) + \$.10 per hour (criteria of duties to be provided by Cafeteria staff for Board of Education approval.

The Board of Education shall pay license fees for required certifications for Food Service Personnel.

26.3

CLASSIFICATION	RATE	
	2013-2014	2014-2015
Paraprofessionals		
Instruction aides employed prior to 7/1/09	\$12.85	\$12.98
Instructional aides employed after 7/1/09	\$8.37	\$8.45 per hour or minimum wage whichever is higher
Playground aides employed after 7/1/09	\$8.37	\$8.45 per hour or minimum wage whichever is higher.

26.4

CLASSIFICATION	RATE	
	2013-2014	2014-2015
Secretaries employed prior to 7/1/09	\$12.85	\$12.98
Secretaries employed after 7/1/09	\$8.37	\$8.45 per hour or minimum wage whichever is higher

26.5

CLASSIFICATION	RATE	
	2013-2014	2014-2015
Custodial/Maintenance		
Custodians employed prior to 7/1/09	\$14.96	\$15.11
Mechanic employed prior to 7/1/09	\$16.35	\$16.51
Custodian employed after 7/1/09	\$8.37	\$8.45 per hour or minimum wage whichever is higher.
Employed before 7/1/09 but transferred to Custodial	\$10.15	\$10.25 per hour

Mechanic employed after 7/1/09	\$8.37	\$8.45 per hour or minimum wage whichever is higher
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Second shift + \$.15 per hour
 Third shift + \$.22 per hour

Bus mechanics that satisfactorily complete the mechanics certification as prescribed by the State, shall have .40 cents per hour added to their base rate of pay.

- 26.6 Employees will use vehicles provided by the District in pursuance of their work. When no school vehicle is available and the employees are approved by an administrator to use their own automobile, the employee shall be paid a mileage at the prevailing rate set by the School Board.
- 26.7 Regular bus drivers who substitute on another run than their normal run will be paid at the regular run salary.
- 26.8 Bus drivers will be eligible for a minimum of one quarter (1/4) hours of extra trip salary if they are required to take home students not on their regular route and after completion of regular route. If time exceeds one quarter (1/4) hour they will be paid for actual time spent.
- 26.9 Employees covered by this Agreement hired before July 1, 2009, will receive the following off schedule stipend. Said stipend shall be paid in the first payroll check in December and June (50% of said amount in each payment).

Department	Stipend
Maintenance, Custodial, Bus Mechanic ES Secretary, MS Secretary HS Secretary	\$350.00
Aides	\$250.00
Bus Drivers	\$100.00
Food Service Staff (scheduled to work 5 or more hours a day)	\$250.00
Food Service Staff (scheduled to work less than 5 hours a day)	\$100.00

ARTICLE 27 – SENIORITY OF OFFICERS

- 27.1 The President and five (5) Association representatives shall have super seniority.
- 27.2 Seniority exercised under this provision shall be in effect only at times of layoff and recall.
- 27.3 Employees with super seniority shall not be laid off.

-
- 27.4 If an employee possesses super seniority and has his/her position eliminated, said employee shall displace any position within his/her classification, with less seniority.
- 27.5 In the event the employee possessing super seniority does not have more seniority than anyone else, in his/her classification, he/she shall displace upward one position on the seniority list.

ARTICLE 28 – CUSTODIAL ASSIGNMENTS

Whenever possible, custodial employees shall remain in their regularly assigned buildings during the school year.

ARTICLE 29 – BUS DRIVER LICENSE

Each year the Employer will pay the actual cost of additionally required licenses for bus drivers in excess of their chauffeur license, including physicals beyond what the employee's health insurance covers up to a maximum of one hundred (\$100.00) dollars and for road tests for employees.

ARTICLE 30 – BULLETIN BOARDS AND USE OF FACILITIES

- 30.1 Bulletin boards and other established media of communication shall be made available to the Union and its members. However, all articles submitted should have the letterhead of the Union, and prior inspection (not necessarily approval) of the supervisor.
- 30.2 The Local Chapter may, upon proper request, be permitted the reasonable use of school facilities for local meetings following the same procedures as other school-related organizations.

ARTICLE 31 – MECHANIC UNIFORMS

The Employer will supply mechanics with uniform rental services and one pair of OSHA approved steel toe work boots.

ARTICLE 32 – DURATION OF AGREEMENT

The Agreement shall be in effect upon ratification by the parties and shall continue in effect through June 30, 2015.

BOARD OF EDUCATION

MAYVILLE EDUCATION SUPPORT
PERSONNEL ASSOCIATION

Ron Johnson

Sharon L. Welcome

MP

Marie Ruth

John

Sharon Franke

January 14, 2014
Date

February 10, 2014
Date

GRIEVANCE REPORT FORM

MAYVILLE COMMUNITY SCHOOLS

Grievance # _____

Distribution of Form: Superintendent (1)
Supervisor (3)
Association Rep (1)
Grievant (1)

_____ Job Classification Location Name of Grievant Date

Step 1

Date and cause of grievance _____

Statement of grievance _____

Relief sought _____

Disposition by Supervisor _____

Position of grievant and/or Association representative _____

Step 2

Date received by Superintendent _____

Disposition by Superintendent _____

Position of Association Representative _____

Step 3

Date received by Secretary of Board _____

Disposition by Board _____