

A G R E E M E N T B E T W E E N  
*THE MONROE PUBLIC SCHOOLS*

AND

*MONROE CITY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION*

*MEA/NEA*

**JULY 1, 2011 TO JUNE 30, 2012**

MAINTENANCE-CUSTODIANS



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## **ARTICLE I - PURPOSE**

The general purpose of this Agreement is to set forth wages, hours, terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Association. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's, the employees and the Association's success in establishing good communication at all levels and among all employees.

## **ARTICLE II - ASSOCIATION RECOGNITION, AGENCY SHOP, CHECK OFF**

### **Section 1: Association Recognition.**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, The Monroe Public Schools, hereinafter the Employer does hereby recognize the Monroe City Educational Support Personnel Association (MCEA-ESP), an affiliate of the MEA/NEA, hereinafter the Association, as the exclusive representative for the purpose of collective bargaining, with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all of the employees of the Employer, included in the bargaining unit described below:

All Maintenance and Custodian Employees of the Employer hired prior to June 30, 2010, excluding all supervisory employees as defined in the Act, and all other employees of the Employer.

It is understood that all future hires whose positions previously were in this bargaining unit shall be hired through a third party contractor and will not be considered employees of the Employer.

As of July 1, 2010 all cleaning of ancillary buildings will be performed by a third party contract.

As of January 13, 2011 snow removal and salting at Orchard High School, Riverside Early Learning Center, Knabusch Math and Science Center, Christiancy and Lincoln will be completed by a third party contract.

As of January 13, 2011 grass mowing at Orchard High School, Riverside Early Learning Center, Knabusch Math and Science Center, Christiancy and Lincoln, and Administrative Offices will be completed by a third party contract. Grass mowing at additional buildings will be allowed at the discretion of the Supervisor for the duration of this contract.

The Monroe Public Schools reserves any and all rights pursuant to MCL 423.215(3)(f), and without any waiver pursuant there to, agrees to enter into this agreement to grandfather bargaining unit members hired prior to June 30, 2010 for the duration of this agreement.

**Section 2: Agency Shop.****A. Members**

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

**B. Non-Members:**

- 1) All current employees employed in the bargaining unit may decide to instead of becoming a member pay a service fee within thirty (30) calendar days of the effective date of this Agreement.
- 2) The payment of service fee is mandatory and is to be paid in accordance with the following procedures. The provisions regarding check off/dues deduction shall be suspended for non-members until:
  - a. The MEA has notified in writing the employee and the employer of the amounts for the current school year. The parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) calendar days following the Association's notification to non-members of the fee for that given school year.
  - b. The employee has provided the employer with written authorization for applicable service fee amount (i.e. full service fee or altered service fee.)
  - c. The employee can agree to pay the amount owed directly to the MEA.
  - d. If the employee challenges the amount of the service fee, then such challenge shall take place in accordance with the Association's internal guidelines, entitled "Policy Regarding Objections to Political Ideological Expenditures" (see appendix B). That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement or any other administrative or judicial procedure. The Association shall notify the employer of any proposed changes in this policy that would impact the employer's obligations under this article. e.

Once the service fee amounts are determined per section 2-B 3.a or 2-B 3.d., and the employee does not authorize deduction for the service fee amount or refuses to pay the MEA directly, then the employer agrees to deduct the amount set by the MEA in accordance with lawfully instituted procedures. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

### **Section 3: Checkoff**

The employer shall deduct assessments, contributions and Association dues or service fees from each employee's pay and transmit the total deductions to the Treasurer of the Association on or before the fifteenth (15th) day of each month, following the month in which said deductions were made, together with a listing of each employee, the employee's Social Security Number, and the amount that is deducted each month from each individual employee. The association will present the payroll department with the appropriate signed authorization forms for dues deductions on or before the Monday following the first pay of the fiscal year. The amount of the deductions will be provided to the payroll department on a list computed and verified by the association on or before the Monday following the first pay of the fiscal year. The Employer will not be responsible for incorrect deduction information. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures.

### **Section 4: Indemnification.**

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

## **ARTICLE III - BOARD'S RIGHTS**

- A. 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 laws or regulations. Except as specifically stated by this agreement, all rights, powers and authority the Employer had prior to this Agreement are retained by the Employer.

- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished by the Employer, shall continue to vest exclusively in and be exercised by the Employer without prior negotiations with the Association, either as to the taking of such action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment and its operations, direct the working forces, and the affairs of the Employer.
  2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, 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, or school hours or days.
  3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, but not in conflict with the provisions of the Agreement.
  4. Determine the services, supplies and equipment necessary to continue its operations, and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or contracting thereof, or change therein, the institution of new and/or improved methods or changes therein.
  5. Adopt rules and regulations.
  6. Determine the qualifications of employees, including physical conditions.
  7. Determine the placement of operations; production, service, maintenance or distribution of work and the source of materials and supplies.
  8. The Employer shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.
  9. To establish courses of instruction and in-service training programs for employees, and to require attendance at any workshop, conference, etc., by employees, including special programs.
  10. The Employer and/or its representatives may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.
- C. The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

- D. Non-bargaining unit personnel will be utilized to clean ancillary buildings (i.e. Central Administration, Fenmoor Operations Center, The Knabusch Center, and The Riverside Learning Center) during the term of this agreement (July 1, 2010 to June 30, 2011).
- E. Non-bargaining unit personnel will be utilized for snow removal and salting at Orchard High School, Riverside Early Learning Center, Knabusch Math and Science Center, Christiancy and Lincoln will be completed by a third party contract.
- F. Non-bargaining unit personnel will be utilized for grass mowing at Orchard High School, Riverside Early Learning Center, Knabusch Math and Science Center, Christiancy and Lincoln, and Administrative Offices will be completed by a third party contract. Grass mowing at additional buildings will be allowed at the discretion of the Supervisor for the duration of this contract.

#### **ARTICLE IV – VISITATION**

Duly authorized Association Representatives may be permitted to transact official Association business on school property, provided, that such business shall not interfere with or interrupt normal school operations. The Association Representatives have the permission of the Employer to conduct said business, provided that no Association views on matters relating to administrative-employee or Employer-Association relationships will be discussed in the presence of students and/or in public on the premises.

#### **ARTICLE V - NON-DISCRIMINATION AND SAFETY PRACTICES**

##### **Section 1: Non-Discrimination.**

- A. If an employee has a complaint relating to discrimination in the work place, then the employee shall:
  - 1. Present the complaint in writing with his/her immediate supervisor, who shall respond in writing within five (5) working days.
  - 2. If the disposition of the matter is not resolved with the immediate supervisor, then the employee shall, within five (5) working days, meet with the Personnel Director in an attempt to resolve the complaint.
  - 3. If the disposition of the complaint is not resolved through this procedure, then the employee may seek recourse through the appropriate adjudicative body.

##### **Section 2: Safety Practices.**

- A. The Employer shall provide for the safety and health of it's employees, and safety equipment required under MIOSHA guidelines will be provided to the employees.

- B. It shall be the employee's responsibility to promptly report in writing to the Principal of the School, or their immediate supervisor any hazard that presents a clear and present danger to the safety and health of the employee.
- C. Within five (5) working days following the receipt of the written notice by the Principal of the School, or the immediate supervisor of the alleged safety hazard, the employee shall meet with the immediate supervisor or the Building Principal in an attempt to resolve the alleged safety hazard.
- D. If the employee is not satisfied with the disposition of the meeting as per the procedure in the Section, then the Employee may seek recourse through the appropriate adjudicative body.

**Section 3: Non-Grievable.**

The parties agree that disputes arising under the Article are not subject to the grievance procedure.

**ARTICLE VI - Representatives**

- A. The employees in the bargaining unit will be represented by elected officers and designated Association Representatives, who shall be chosen or selected in a manner determined by the employees and the Association, and whose names and designations shall be furnished in writing to the Employer by the Association.
- B. Reasonable arrangements may be made upon approval being granted by the immediate supervisor or his/her designee to allow the Association officers time off with pay for the purpose of investigating grievances, and to attend grievance meetings.
- C. The Employer shall supply the Association President with the following information within a newly hired employee's first (1st) month of employment: Employee's name, date of hire, classification and job location.
- D. The Board will allow bargaining unit members time off to attend state and/or national association workshops, conferences, conventions, bargaining and other activities, provided that the total of times taken will not exceed fifteen (15) days per school year. Release time under this provision will be in half day or full day increments. Release time for arbitration shall not be included in the fifteen (15) Association days. The Board reserves the right to regulate the number of individuals released under this clause. In the event the need for additional days arises, the Association president and the superintendent, through mutual agreement, can extend the days. Requests for association days must be submitted at least five days (5) working days before the day is needed (except in emergencies), and contain the endorsement of the Association president.



**ARTICLE VII - SENIORITY**

- A. A newly hired employee shall be on a probationary status for thirty (30) working days taken from and including the first day of employment, with the option of the administration to extend the probation to sixty (60) working days at their discretion based upon a stated concern. If at any time prior to the completion of the appropriate probationary period, the employee's work performance is unsatisfactory to the Employer, the employee may be dismissed by the Employer without appeal by the Association, or the employee. Probationary employees who are absent on scheduled work days shall work additional days equal to the number of days that the employee was absent, and such employee shall not have completed their probationary period until these additional days have been worked. Seniority is defined as the length of service of the employee within the bargaining unit, and within the classification in which the employee has worked. All Employer responsibility to the employee on the basis of seniority is as hereinafter set forth. New Employees who have not completed their probationary period will not be eligible for sick, business, holiday or any paid leave days.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the employee's first date of employment within the bargaining unit. Each employee shall continue to earn seniority while working within the bargaining unit. In the event that the Employer would hire more than one (1) employee in the bargaining unit, on the same day, the employee with more seniority in the overall bargaining unit shall have the higher seniority ranking. Where bargaining unit members have the same seniority ranking, the seniority ranking shall be determined by the totaling of the last four (4) digits of each of the affected bargaining unit members' Social Security number, and the bargaining unit members would be placed on the seniority list in order of ranking based on that computation. The bargaining unit member with the highest total when totaling the Social Security number will be placed as the senior employee.
- C. An employee shall be terminated and lose his/her seniority within all classifications and within the bargaining unit if:
1. The Employee resigns.
  2. The Employee is discharged, and not reinstated through the grievance procedure.
  3. The Employee retires.
  4. The Employee is laid off for a period of time equal to the length of the employee's seniority within the bargaining unit.
  5. The Employee fails to report to work upon written notice of recall from lay off, on the designated return date. The Employer shall notify the employee by Certified Mail to the last known mailing address of the employee. The employee who is unable to report to work on the designated return date shall notify their immediate supervisor of that fact in writing within three (3) working days of receipt of the recall notice, exclusive of days when no mail deliveries are made, that the employee is unable to report to work on their designated return date, but the

employee establishes a reporting date within ten (10) working days following receipt of the recall notice. It shall be the employee's responsibility to maintain their current address and/or forwarding address with the Employer.

6. The employee is absent for three (3) consecutive working days without prior approval of the Employer, unless extreme circumstances preclude the employee from securing prior approval.
7. An employee who is absent from work for more than one year due to reasons other than Worker's Compensation.

D. In the event that the Employer determines that it is necessary to reduce or eliminate the number of positions within a bargaining unit classification, the Employer shall furnish the affected employee or employees written notice prior to the date the lay off or lay offs are to be effective. The affected employee or employees' employment rights will then be determined as follows:

1. The affected employee or employees on scheduled lay off shall have the right to exercise their seniority, and displace the least seniority employee within his/her classification.
2. In the event that the employee does not have sufficient seniority within that classification to bump and retain a position in that classification, then the employee shall have the right to exercise their bargaining unit seniority, and displace the least seniority employee in a lower series classification, provided that the employee has the then present necessary qualifications to perform the duties of the position.
3. Any employee who is bumped through this process shall be able to exercise their seniority rights in the same manner described above.
4. In the event that the employee does not exercise their bumping rights, or in the event that the employee does not have sufficient seniority to be able to bump and retain a position in the bargaining unit, the employee will be laid off from employment with the Employer.
5. The laid off employee's seniority within the bargaining unit shall become frozen on the date that the employee is actually laid off and ceases work as a regular employee.
6. If a building or location is closed or a specific position is eliminated, the affected personnel will have the option of exercising their bargaining unit seniority to a lateral or downgrade position at a building, location, or position which matches the position they are being displaced from.

E. Recall shall be inverse to the order of layoff. In the event that an opening occurs in the laid off employee's former classification, or in a lower series classification, the laid off employee will be recalled to that opening, provided the employee has the then present necessary qualifications to perform the duties of the position.

1. Notice of recall shall be sent by the Employer, to the last known mailing address

of the employee in accordance with Section (c) 5 of this Article.

2. If an employee is recalled, the employee must accept or reject the recall in accordance with the above. Failure to abide by the above, or refusal of the employee to accept the recall will result in the employee's loss of all seniority rights with the Employer, removal from the recall list, loss of employment rights, and be considered a voluntary quit.
  3. Upon recall, the employee will commence accruing seniority as of the date of entry into the classification, and within the bargaining unit.
- F. A laid off employee may not bump into a higher series classification. A recalled employee may not bump into a higher series classification.
- G. The Employer shall prepare a list of the bargaining unit employees arranged in order of their seniority every six (6) months. The seniority list shall contain each employee's bargaining unit date. Such seniority list shall be sent to a Association designated employee at each building of the district in which there are bargaining unit employees working. Any objections to the seniority list must be submitted in writing within seven (7) working days from the date of the Association designee's receipt of such list. Thereafter, the seniority list shall be considered final and accurate, and the Employer shall incur no liability for relying upon the accuracy of the seniority list.

## **ARTICLE VIII – VACANCIES**

### **Section 1: Permanent Vacancies.**

- A. A permanent vacancy is an opening or newly created position within the bargaining unit, which the Employer is attempting to fill.
1. **Posting** - Notice of all permanent vacancies and newly created positions shall be posted on the employee bulletin boards within ten (10) working days of the date of the vacancy, or the establishment of the new position, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The notice shall contain the following, with the understanding that this language does not limit the Board's rights as contained in Article III.
    - a. The classification.
    - b. The job location.
    - c. The starting date.
    - d. The rate of pay

It shall be the designated Association person's responsibility to notify absent employees of the notice of vacancy. If the Employer decides not to fill a vacancy, then within ten (10) working days from the date of the Employer's decision, a notice will be given to the Association.

2. Selection of Applicant - The Employer is committed to the talent that exists within the members of the bargaining unit. Consideration of bargaining unit employees, therefore, shall be given by the Employer.
  - a. Internal Transfer Posting - When an available position is identified by the Employer, an internal transfer posting will occur. The posting will be for five (5) working days. Only those bargaining unit members interested in a lateral transfer or downgrade may bid on an internal transfer posting. Bargaining unit members are limited to two successful lateral bids per year. Upon the expiration of the internal transfer posting, the following criteria will apply:
    1. Qualified downgrades will have first consideration, with seniority determining the selection between two (2) or more employees opting for downgrades. Employees who have been put on notice for marginal performance must improve their performance before being considered for a downgrade.
    2. Employees requesting lateral transfers will have seniority determine the selection among more than two (2) qualified employees. Employees who have been put on notice for marginal performance must improve their performance before being considered for a lateral transfer.
    3. A downgrade is a movement to a lower classification. A lateral transfer is movement within a classification. An upgrade is movement to a higher classification.

## **Section 2: Posted Vacancies.**

A posted vacancy will be posted for five (5) working days. A posted vacancy is a position for which there are no employees applying for a lateral transfer or downgrade in relationship to their position. A posted vacancy is available to all bargaining unit employees seeking a promotion. External applicants will be considered only after bargaining unit members have been considered and have been deemed to not meet the listed qualifications through testing and the interview process. Selection shall be based on seniority and/or ability, attitude towards work and others and workmanship. The Employer shall notify in writing all of the applicants covered by this Agreement, as to the name of the person who has been awarded the position within five (5) working days from the date of the selection of the individual who has been awarded the position. Employees who were not selected for a posted vacancy for which they applied, may arrange an informal conference with the Administrator responsible for the selection process. The administrator shall describe any deficiencies that may be interfering with the employee's attempt to secure a posted vacancy. Any Employer sponsored in-service and/or training activities available to the employee shall be identified during this conference.

### **Section 3: Probationary Period.**

A transferred or promoted employee shall serve a probationary period of sixty (60) working days in the position, unless the employee requests to be returned to their former position within this time period or, the Employer returns the employee to their former position. A transferred or promoted employee must remain in the new position for a minimum of fifteen (15) working days unless the supervisor and the employee mutually agree to an earlier return. In the event that the employee is returned to their former position by the Employer, the Employer will provide to the employee the written reason or reasons as to why the employee was reverted back to his/her former classification. Upon receipt of the written reasons from the Employer, the employee shall have the right to grieve those written reasons.

### **Section 4: Temporary Vacancies.**

A temporary vacancy is an open position within the bargaining unit formerly filled by a regular employee who is due to return to work, or while a seniority employee is serving a probationary period as per Section Three (3) of this Article. The Employer shall have the right to hire a temporary employee, or a substitute employee during the duration of the temporary vacancy. In the event that the seniority employee serving the probationary period does not return to their former position, or the regular employee who is off the job and due to return, does not return, then as of the date that such determination is made, that position will then be considered a permanent vacancy subject to the terms contained in this Article.

### **Section 5: Temporary Transfers.**

- A. Any employee who is temporarily transferred by the Employer from their classification to another classification within the bargaining unit, shall be paid either the rate of the position to which the employee is transferred, or their own rate, whichever is higher. For purposes of implementing this section, a temporary transfer will be in effect once an employee has worked the position for five consecutive working days. If an employee temporarily works a position for five working days or more the employee will receive the higher rate of pay retroactive to the first day.
- B. The Employer shall have the right to make temporary transfers for a period of no longer than sixty (60) working days. If further extensions of the temporary transfer is needed, the Employer shall promptly notify their need with the affected employee, and the President, if the employee so requests to discuss the causes giving rise to the necessity for such leave.

## **ARTICLE IX - DISCIPLINE DISCHARGE**

- A. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing, with a copy furnished to the President, and a copy sent to the Association Office. The employee shall have the right to defend themselves against any and all charges. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following:

1. Commitment or conviction of any felonious act.
  2. Immoral conduct.
  3. Bringing intoxicants or illegal / controlled substances into or consuming intoxicants or illegal / controlled substances on any school property, or reporting for work under the influence of intoxicating liquor or illegal / controlled substances, in any degree whatsoever.
  4. Negligence or willful damage to public property or willful waste of public supplies or equipment
  5. Unauthorized, or excessive absence from work.
  6. Conduct unbecoming any employee in the public services.
  7. Incompetence or inefficiency.
  8. Insubordination.
  9. Willful neglect of duty.
  10. Violation of any lawful regulation or Employer's rule.
  11. Willful refusal to use required safety equipment.
  12. Falsification of any information furnished by the employee to the Employer.
- B. Any suspended employee must leave the premises, and shall remain away until such dismissal or suspension is lifted or cleared. If the suspended employee returns before that time, the employee will be discharged without the right to appeal the discharge to the grievance procedure. Reasonable arrangements may be made, however, to allow the employee to return to the school premises for the purpose of attending grievance meetings or hearings which are related to the employee's discipline or suspension.

### **ARTICLE X - NEW JOBS**

- A. In the event that the Employer establishes and places into effect a new classification, the position will be posted, and a copy sent to the Association Office.
- B. The new classification shall be considered as temporary for a period of ten (10) working days, following the date of written notification to the Association. During this ten (10) working days period, but not thereafter during the life of this Agreement, the Association may request in writing to the Employer, to negotiate the new classification. In a case where the parties are unable to agree on the new classification, the issue will be submitted to Mediation. When final agreement has been reached on the new classification between the parties, either as a result of the Association not requesting negotiations for the temporary classification during the specified period of time, or upon resolving the matter through Mediation, the new classification shall be added to and become a part of Schedule A of this Agreement.

## **ARTICLE XI - UNPAID LEAVES OF ABSENCE**

### **Section 1: Leaves of Absence Without Pay:**

Leaves of absence without pay may be granted for reasonable causes. The maximum leave of absence shall not exceed thirty (30) working days, unless extended by the Employer. All requests for unpaid leaves of absence shall be submitted in writing, stating the reason for the request, the approximate length of leave requested, the date the employee is to return to work, with a copy of the request and approval or denial to be maintained by the Employer.

### **Section 2: Military Leave:**

- A. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling civil disorders, or other emergencies, provided such employees make written request for such leave of absence, immediately upon receiving their orders to report for such duty.
- B. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such Law, shall be determined in accordance with the provisions of the Law granting such rights.

### **Section 3: Pregnancy - Disability/Child Care Leaving.**

- A. Whenever an employee shall become pregnant, she shall by the end of the fourth (4th) month furnish the Employer with a written statement from her physician stating the approximate date of delivery, and any restrictions on the type of work that she may be able to do, and the length of time that she may continue to work. The Employer may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties.
- B. When she is required to interrupt her normal job duties because of such pregnancy, and upon a written statement by a physician that such leave is necessary, due to the disability, then the employee shall be granted a leave of absence for the duration of the disability.
- C. The employee shall return to work no later than six (6) weeks after delivery. Upon return, the employee shall furnish the Employer a signed medical statement from her physician, indicating that she is physically able to return to work. If the employee is unable to return to work within six (6) weeks after delivery, the employee must furnish a doctor's statement establishing the fact that she is disabled, and is unable to return to work, as well as an indication of the employee's expected date of return. The Employer reserves the right to require the employee to submit to an examination by an Employer-paid physician should the disability period exceed six (6) weeks.
- D. An unpaid leave of absence for child care for up to one (1) year may be granted. A written request must be submitted and approved prior to the start of any leave, or extension thereof.

**Section 4: Illness - Accident Leave.**

An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law and is physically unable to report to work, shall be granted an unpaid leave of absence for up to one (1) year. This one (1) year will be inclusive of any paid sick leave. Further, the employee shall provide the Employer with written statements from their medical or osteopathic doctor of the necessity of such leave, the length of time for such leave, and the continuation of such leave, when the same is requested by the Employer. The Employer reserves the right to request that the employee be examined by the Employer's physician, either prior to granting that leave, or during the time that the employee is actually on the leave, with such examination to be at the expense of the Employer.

**Section 5: Conditions During and Upon Completion of Leaves.**

An employee who is granted an unpaid leave of absence as per this Article shall receive no wages or fringe benefits during the unpaid leave of absence. During this unpaid leave of absence, the employee shall accumulate seniority, and upon completion of the leave, and upon the employee returning to work, the employee shall be entitled to resume their regular seniority status, and all job and recall rights.

**ARTICLE XII - GRIEVANCE PROCEDURE****Definitions:**

1. A grievance shall be defined as an alleged violation of the express terms of an Article or Section of this Agreement.
2. For the purposes of processing grievances working days shall be defined as Monday through Friday, on any day in which the employee is scheduled to work, excluding all non-session school days, and paid holidays.
3. The time elements in the grievance steps may be shortened, extended, or waived upon written mutual agreement between the parties.
4. Any grievance which is not appealed within the specified time limits set forth in that step level of the grievance procedure, shall be considered to be settled on the basis of the decision rendered at the previous step level of the grievance procedure. In the event that the Employer Representative does not furnish either the oral or written answer, depending upon the step of the grievance procedure, to a grievance within the specified time limits of that step of the grievance procedure, the grievance is deemed as denied, and the Association may process the grievance to the next step level of the grievance procedure.
5. The grievant is the employee alleging violation of the specific and express terms of this Agreement.



**Section 1: The Term “Grievance” As Defined Above Shall Not Apply To:**

1. The termination of services of, or failure to re-employ any probationary employee.
2. Any matter involving employee evaluations, which are not provided for in this Agreement.

**Section 2: Written Grievances Shall Contain the Following:**

1. The written grievance shall be signed by the grievant(s) and /or the Association Representative.
2. It shall contain a synopsis of the facts giving rise to the alleged violation.
3. It shall cite the Article or Section and Subsections of this contract alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.
6. Any written grievance not in accordance with the above requirements may be rejected as improper.

**Procedure**

**Step One.**

- A. Within five (5) working days of the time a grievance occurs, the employee will present the grievance to his/her immediate supervisor with the objective of resolving the matter informally. The employee shall be allowed to have an Association Representative present when the employee first meets with the immediate supervisor, if requested by the employee, and arranged by the Employer in accordance with Article VI, Association Representatives.
- B. Within five (5) working days from the date of the oral presentation, the immediate supervisor shall give his/her answer orally to the employee.

**Step Two.**

- A. If the grievance is not resolved orally in Step One, the employee may, through his/her Association Representative, within five (5) working days from the date of receipt of the immediate supervisor's oral answer, submit a written grievance form to the immediate supervisor, containing the information specified in Section 2 of this Article.
- B. The immediate supervisor shall give the employee and the association an answer in writing no later than five (5) working days from the date of receipt of the written grievance.

**Step Three.**

- A. If the grievance is not resolved in Step Two, the grievance may be appealed in writing within five (5) working days from the date of receipt of the immediate supervisor's answer to the Superintendent of Schools or his/her designee. The grievant and an Association Representative shall meet with the Superintendent of Schools or his/her designee within five (5) working days from the date that the Superintendent of Schools or his/her designee receives the appealed grievance.
- B. The Superintendent of Schools or his/her designee shall give a decision to the Association Office within five (5) working days of the date of the meeting with the Association Representative.

**Step Four - Arbitration.**

- A. In the event that the grievance is not resolved in Step Three (3) of the grievance procedure, then within five (5) working days from the date the Superintendent of Schools or his/her designee provided his/her written answer to the grievant, the grievance shall be submitted to arbitration, if the Association so timely chooses. The selection of an impartial arbitrator shall be made through the process provided by the American Arbitration Association. Arbitration costs shall be shared equally by both parties. The expenses and compensation of any witnesses or participants in the arbitration hearing shall be paid by the party calling such witnesses or requesting such participants.
- B. It shall be the function of the Arbitrator and he/she shall only be empowered to make a decision in cases of alleged violation of the specific Articles and Sections of the Agreement. His/her powers shall be limited by the following:
  - 1. Any award of wages made by the Arbitrator based upon an alleged miscomputation of a paycheck shall be limited to the current district fiscal year.
  - 2. The Arbitrator shall have no power to establish salary scales.
  - 3. The Arbitrator shall be limited to deciding whether the Employer has violated the express terms of this Agreement. It being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
  - 4. In the event that a case is appealed to the Arbitrator, on which the Arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on it's merits.
  - 5. The Arbitrator shall have no power to rule on any claim or dispute arising under an insurance policy, except as to the entitlement of benefits by the employee, or on a retirement claim, as is provided in the Agreement.
  - 6. Neither party shall be permitted to present in the arbitration hearing any evidence, either written or oral, that had not been disclosed to the other party in any of the previous step levels of the grievance procedure.

7. The Arbitrator shall render his/her decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
8. The decision of the Arbitrator shall be final, conclusive, and binding upon all Employees, the Employer, and the Association.
9. The decision of the Arbitrator shall be implemented by no later than fourteen (14) calendar days from the date of the receipt of the arbitrator's decision.
10. Grievances must arise and be filed in a timely manner during the term of this Agreement in order for the grievance to be subject to the arbitration process.

### **ARTICLE XIII - HOURS AND WORK WEEK**

#### **Section 1: Work Week and Day:**

- A. The regularly scheduled work week shall consist of forty (40) hours during a consecutive five (5) day work week beginning at 12:01 a.m. Monday.
- B. The normal work day shall be eight (8) consecutive hours, plus a one-half (1/2) hour unpaid lunch period.
- C. The regular schedule shall consist of five (5) regularly scheduled eight (8) hour work periods. The two (2) remaining days in the work week shall be know as "off days" and shall be scheduled consecutively.
- D. Any employee who is eight minutes or more of any 15 minute period late for his/her regular work shift shall be docked for fifteen (15) minutes. Up to 8 minutes of a 15 minute period will not be docked but disciplined through the disciplinary process. The discipline under this proposal would follow the following steps for accumulations during any one rolling year, beginning from the date of final ratification by the Board of Education. This means that any tardy that becomes one year and one day old is removed from the accumulation. The following table of discipline will be followed:

On the 3rd tardy - Conference and written summary

On the 4th tardy - Verbal reprimand

On the 5th tardy - Written reprimand

On the 6th tardy - One day suspension without pay

On the 7th tardy - Two days suspension without pay

On the 8th tardy - Three days suspension without pay

On the 9th tardy – Five days suspension without pay

On the 10<sup>th</sup> tardy – termination

- E. Employees are expected to be at work on a consistent basis. If all sick time has been used and the employee is on deduct time, they will forfeit one upcoming paid holiday for each deduct day used. Such deducts will carry forward to the next year if necessary. If an employee records more than 10 deduct days in any one year rolling period, the employee will be terminated. The following table of discipline will be followed.

On the 3 <sup>rd</sup> deduct day:	Conference and written summary
On the 4 <sup>th</sup> deduct day:	Verbal Reprimand
On the 5 <sup>th</sup> deduct day:	Written Reprimand
On the 6 <sup>th</sup> deduct day:	One day unpaid suspension
On the 7 <sup>th</sup> deduct day:	Two day unpaid suspension
On the 8 <sup>th</sup> deduct day:	Three day unpaid suspension
On the 9 <sup>th</sup> deduct day:	Five day unpaid suspension
On the 10 <sup>th</sup> deduct day:	Termination

However, there would be no deduct time assessed to this formula for long-term absences related to serious health issues or accident of the employee which would have a normally recognized recovery period of twenty work days or more (i.e. major surgery, incapacitating orthopedic injury, major incapacitating illness etc.). Such exception will not be in effect for elective surgery or procedures. Other exceptions are for an employee who is approved for an unpaid leave of absence under Article 7 Section 1 and 3, or for an unpaid absence due to a disciplinary suspension.

**Section 2: Overtime Rates Will be Paid As Follows:**

- A. Time and one half (1 1/2) will be paid for all time worked in excess of forty (40) hours in one work week. This clause is not enforced for any non-scheduled emergency call-in that otherwise might be affected by a scheduled paid holiday during that work week. In the event that an employee is assigned to work on a shift other than his/her regularly scheduled shift and there is a minimum off period of eight (8) hours, the employee will be paid straight time. If an employee is called in to begin working during the eight (8) hour off period, the employee may request to have this time considered as part of a regular straight time shift and if the supervisor agrees, this shall be granted. Authorized work 8 minutes or more of any 15 minute period will be paid for 15 minutes.
- B. No employee will be required to take time off from their normal work schedule during the week in place of receiving any overtime compensation for any overtime hours worked.
- C. Only actual time worked will be counted for the purpose of computing overtime pay.
- D. Overtime premium shall not be pyramided or paid twice for the same time worked.
- E. During the summer months management will consider adjusting to earlier shift times taking into consideration the needs of the district. Such adjustment may not include all bargaining unit members and may change based on the needs of a building or the district. Any dispute under this provision is not subject to the grievance procedure.

**Section 3: Call In Pay.**

Whenever an employee is called back to work after the completion of, or prior to the start of the employee's regular working hours, the employee shall receive the pay for the actual time worked at the appropriate rate of pay, or a minimum of two (2) hours pay at time and one half, whichever is the greater. Call in pay is for the time not connected to the regular scheduled hours for the day. When an employee is called in early for a shift for emergency purposes such as snow removal etc., the employee will be paid for one half hour prior to punch in time. If an employee is contacted prior to 8:00 PM to report early for a shift the next day for emergency purposes (ie snow removal), the employee will be paid for the actual time worked. After 8:00 PM they will be paid the emergency call-in rate. The custodial supervisor will meet with the Head Custodian of each school and the supervisor will determine the start time when snow removal is necessary.

**Section 4: Distribution of Overtime.**

- A. Overtime which is a separate, distinct job assignment over and beyond the employees regular work week will be rotated as per this Section. Overtime assignments which are a mere extension of the employee's regular work day is deemed casual overtime and shall not be subject to rotation.
- B. Overtime which is subject to rotation per Sub-Section (a) will be rotated on a daily basis within the following groups, by employee seniority, provided the most senior eligible employee within the group, has the then present qualifications to perform the overtime assignment:
  - 1. General Maintenance.
  - 2. Building Maintenance.
  - 3. Building Custodian
  - 4. Skilled Trades
  - 5. Grounds
- C. In the event that an employee is passed over for lack of qualifications, the employee shall head the seniority list for the next overtime assignment for which the employee is qualified to perform.
- D. If the employee rejects the overtime which is subject to the rotation system, then the employee will lose his/her turn in that rotation.

**Section 5: Shift Differential**

Each employee who works the afternoon shift shall receive a shift differential of fifteen cents (\$.15) per hour, for all hours worked that day. Each employee who works the midnight shift shall receive a shift differential of twenty (\$.20) per hour for all hours worked that day. The first (1st) shift is any shift that regularly starts on or after 6:00 a.m. but before 12:00 Noon. The second (2nd) shift is any shift that regularly starts on or after 12:00 Noon, but before 6:00 p.m. The third (3rd) shift, or midnight shift, is any shift that regularly starts on or after 10:00 p.m.; but before 6:00 a.m.

## **ARTICLE XIV - SICK LEAVE AND FUNERAL LEAVE**

### **Section 1: Sick Leave.**

- A. The purpose of the individual sick leave program is to provide income protection for the employee to the extent provided in this section during periods of involuntary absence from employment due to periods of incapacitating illness or injury. Paid sick leave shall not be granted to the probationary employee.
- B. Active seniority employees shall earn a total of 7 sick days per full fiscal year. Each seniority employee will be credited with 4 of these days in advance as of each July 1 and will be credited with the remaining 3 days as of January 1. These days may be used for personal illness according to the procedures outlined herein. Employees hired and reaching seniority status after the above dates will have their sick leave prorated for the segment of time in which they were hired and reached seniority status.
  - 1 The amount of sick leave not used during the year will be placed in the individual employees' sick leave bank.
  - 2 Each employee may accumulate sick leave up to 150 days in the individual bank. Any days remaining after the maximum accumulation will be paid at 60% of the normal hourly rate.
- C. The Payroll Department will give an accounting of the accumulated sick leave credit on each paycheck stub.
- D. Employees who report to work at the beginning of their work period and have to leave because of illness or death in the family, shall be counted absent in one hour increments with the time rounded up to the next one hour increment. Employees who have a medical reason to report late for work will be counted absent in one hour increments, rounded up to the next one hour. The 1 hour increment rule will also apply to personal business time.
- E. Employees who are unable to perform their duties because of illness or disability, shall notify their immediate supervisor of that fact before the start of their work day. Such employee must report to their immediate supervisor not later than one (1) hour prior to the starting time if they are on the first shift and two (2) hours prior if they are on the second or third shift, before compensation will be allowed, except in the case of an emergency. The Employer shall notify the Association in writing as to the names of the specified designees that the employees are to contact in such instances. An employee, who is placed on a sick leave of absence, shall be considered continuously absent and not available for return to duty until such time as the immediate supervisor shall have been notified by the employee of their intent to return to work. Such notification shall be made by the employee by no later than 4:00 p.m. of the day prior to the day that the employee is actually able to return to work.

- F. An employee absent due to the illness of members of his/her family may choose to deduct these days from his/her sick leave up to a maximum of five (5) working days per instance. Family is to be defined as Father, Mother, Brother, Sister, Husband, Wife or Child or a person who has been an employee's legal guardian in the past. Absence due to extremely serious illness or death of a Parent-in-law or Grandparents or death of a Brother -in-law or Sister-in-law may also be deducted from these days if the employee chooses and receives authorization from his/her Employer. The Employer may require the employee to furnish the Employer medical verification from the physician indicating that the care and attendance of the employee is required for the herein specified immediate family member.
- G. A medical certificate may be required by the Director of Personnel at the employee's expense as evidence of an employee's illness or injury. This request may be made due to extended or excessive absence by the employee or when the employer suspects abuse of sick leave privileges. A physician's statement shall include:
1. Statement of employee's illness or disability.
  2. Identification of symptoms (other than employee's own state that led to diagnosis).
  3. Expected date of return to unrestricted employment.
- If an employee is shown to have used sick leave for purposes other than those specified, the employee may be disciplined.
- H. Employees shall have the right to grieve the disciplinary action taken as a result of the implementation of this sub-section (g).
- I. In the event of a contagious disease, the employee's reinstatement can be made only after medical clearance
- J. If an employee retires after twelve (12) years of service and who terminate employment shall receive terminal pay in the amount of his/her daily rate multiplied by one-third (1/3) of his/her accumulated sick leave, but not to exceed \$5,000.00.
- K. If unearned leave days have been paid to the employee, the overpayment will be deducted from the employee's check.

## **Section 2: Sick Leave Usage and Adjustments**

- A. In recognition of employees who utilize sick/business leave each year on a minimal basis, the following benefit will apply:
1. Employees who utilize 0-2 sick or business leave will be able to take a bonus of two days pay or 2 additional vacation days to the allowance.
  2. Employees who utilize 3-5 sick and/or business days will be able to take a bonus of 1 day pay or 1 additional vacation day.

- B. If an employee uses all his/her available sick leave days and is required to use deduct days, for each deduct day used there will be a one-half (1/2) day holiday pay forfeited. These days will accumulate and carry over if the individual exceeds the time in any one year.

### **Section 3: Funeral Leave.**

- A. An employee who has a death in the immediate family (Parents, Spouse, Children, Brothers and Sisters, and Family Members residing in the employee's household, including previous legal guardians) may be allowed up to three(3) working days per instance for bereavement leave.
- B. One day per instance may be allowed for Grandparents, Grandchildren, Mother-in-law, and Father-in-law.
- C. Two (2) additional working days, deducted from sick leave, may be granted by the Superintendent of Schools or his/her designee within his/her sole discretion.
- D. In the event of the death of an employee of the Employer, funeral leave will be restricted to a representative number of employees within the bargaining unit, to attend the funeral, with that number to be determined by the Superintendent of Schools or his/her designee.
- E. Upon written request to the immediate supervisor, one day deducted from sick leave may be used to attend the funeral of a relation not in the immediate family as described above and this day will be logged as a bereavement day.
- F. Should the death of a family member, as outlined above, occur while an employee is on vacation then up to (3) three days funeral leave will be granted and the vacation days returned. Notice of the death must be given and the verbal request made for the needed days prior to the day of the funeral.

### **Section 4: Personal Business Leave**

Up to one (1) days per year, to be deducted from sick leave, may be used as personal business days, subject to the approval of the supervisor and the availability of a replacement, if one is needed. Except for emergencies, any such request should be made one (1) week in advance and in writing. Such leave days are intended for the purpose of conducting personal business that cannot be scheduled outside of working hours. These days may not be used to extend vacation or holiday periods nor as a vacation period in themselves.

### **Section 5: Additional Leave Time**

- A. Flex Time: Under limited conditions an employee may make arrangements to schedule a flex time schedule for a particular day and under the following conditions:
1. Must be requested from the immediate supervisor at least 48 hours in advance, except in an emergency.
  2. Must normally be for periods of 2.5 hours or less.



3. Make up time must be on the same day and must be during a time when the employees' duties may normally be accomplished. Such make-up time must be declared in advance when requesting flex time.
4. Building and employee security must be ensured.
5. All flex time is contingent upon mutual agreement and every effort will be made to accommodate reasonable flex time requests. No grievance may be brought by the employee nor discipline assessed by the employer for failure to agree to flex time.

B. **Compensatory Time:** Under limited circumstances it may be mutually agreed between the employer and employee to accumulate compensatory time for periods of overtime. The following conditions apply.

1. Any instance where overtime is worked must be approved in advance by the supervisor.
2. Any such overtime must be requested and approved as compensatory time (time and one-half) prior to the date that payroll materials are turned in.
3. All compensatory time must be documented on district forms and logged in the personnel office.
4. Compensatory time will be accumulated and must be used within the same fiscal year as it is earned. Compensatory time not used will be paid off at the appropriate rate at the end of the fiscal year.
5. Unless specifically approved, no employee may accumulate more than 40 total compensatory hours in a fiscal year.
6. All compensatory time is contingent upon mutual agreement. No grievance may be brought by the employee nor discipline assessed by the employer for failure to agree to compensatory time.

**ARTICLE XV - HOLIDAYS**

A. The following named holidays shall be paid at the rate of eight (8) hours pay for full time employees:

New Year's Day	Good Friday	Memorial Day
Labor Day	July 4 <sup>th</sup> Day	Thanksgiving Day
Friday After Thanksgiving	Christmas Eve Day	Christmas Day
First Working Day Following Christmas Day		New Year's Eve Day

B. The employee must have worked the last scheduled work day prior to the holiday, and the first scheduled work day after the holiday, to be eligible for holiday pay, except in the case where the employee has an excused absence. Illness absences on these days must be confirmed with a doctor's note.

- C. If a holiday falls within the vacation period of a regular employee, he/she shall receive an additional vacation day.
- D. Employees required to work on any of the above named holidays, shall receive time and one-half (1 1/2) for all hours worked, in addition to the regular holiday pay.

## **ARTICLE XVI - INSURANCE PROTECTION**

### **Section 1: Hospitalization Insurance.**

- A. The Board's health benefit contribution shall not exceed the following annual premium levels: single \$6,000: two-person \$13,500: and family \$15,000. In the event that the total premium cost for health benefits exceeds these amounts, the remainder of the premium will be paid through payroll deductions of the bargaining unit members. Administration will work with the Association to explore health insurance options.
- B. All employees under this plan shall be covered on a twelve (12) month per year basis. Health insurance benefits will be paid for employees who are on sick leave for three months beyond the expiration of paid personal sick leave and vacation time used, up to a maximum of six months beyond the start of any long term sick leave; and one (1) year in the event of occupational injury. The employee upon termination of their period of continued eligibility for this benefit will make payment directly to the Employer. Hospitalization benefits for employees on unpaid leaves of absence will be prorated on a weekly basis, and the employee must pre-pay such prorated weekly premium in order to maintain hospitalization coverage.

### **Section 2: Option Benefits.**

- A. Employees eligible for hospitalization coverage through the Employer, who are covered by an alternative source (example: spouse's employer), must elect to do one (1) of the following options:
  1. Drop the coverage of the alternative source and retain coverage through the Employer, or
  2. Drop the coverage through the Employer, and retain through an alternative source.
- B. If the employee chooses Option 2, then the Employer will pay: seventy-five (75%) percent of the single subscriber rate per month to be used toward the purchase of available option programs through the Employer designated carriers. In addition to the option programs the employee may choose cash in lieu of the options programs. This rate will be frozen at the 2003/04 rate of \$317.57 for the duration of this contract.

**Section 3: Vision Care Insurance.**

A. The employer shall provide a self-funded vision program for all bargaining unit members and his/her eligible dependents. The following benefits will be allowed up to the following maximums:

**Vision Examination:** .....pays up to \$45.00

**Frames:** .....pays up to \$80.00

**Spectacle Lenses (Pair)**

Single Vision: .....pays up to \$38.00

Bifocal: .....pays up to \$60.00

Trifocal: .....pays up to \$72.00

Lenticular:.....pays up to \$108.00

**Special Lenses (Pair-Tints/Color Coats)**

Single Vision: .....pays up to \$42.00

Bifocal: .....pays up to \$70.00

Trifocal: .....pays up to \$84.00

Lenticular:.....pays up to \$118.00

**Polaroid Lenses (Pair)**

Single Vision: .....pays up to \$56.00

Bifocal: .....pays up to \$90.00

Trifocal: .....pays up to \$110.00

Lenticular:.....pays up to \$138.00

**Contact Lenses (Pair, including the exam)**

Necessary, Disposable, Cosmetic: pays up to \$200.00

B. Services for examination, lenses and frames are available once during each plan year. The plan year will be set on a July 1 - June 30 basis.

C. A coordination of benefits provision will apply to all eligible vision claims.

**Section 4: Life Insurance**

The Employer will provide \$15,000.00 life and AD&D plus dependent coverage.

**Section 5: Insurance Eligibility.**

To be eligible for insurance benefits, the employee must be on the regular seniority list, and be scheduled for forty (40) hours or more per week. Employees working less than forty (40) hours or more per week, shall have the Employer contribute towards the insurance benefits prorated. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

**Section 6: Dental Coverage:**

The employer shall provide a self-funded dental program for all bargaining unit members and his/her eligible dependents with basic services covered at 70% of reasonable and customary charges and major services at 70% of reasonable and customary charges. This plan will provide a maximum coverage of \$750.00 per covered person and maximum lifetime orthodontics coverage of \$750.00. The plan year will be set on a January 1 - December 31 basis. A Coordination of benefits provision will apply to all eligible dental claims.

The parties understand that all changes in insurance coverage will take effect when the appropriate carriers are able to implement. The option money available under option 2 (no health coverage) will become available as a monthly payment in the month that the MESSA health insurance becomes effective. Current insurances will remain in effect until the new coverage's are effective.

**ARTICLE XVII - VACATIONS**

A. Full time twelve (12) month employees shall be granted paid vacation on the basis of the following:

- Twelve (12) Months..... Ten (10) Days
- Seven (7) Years ..... Fifteen (15) Days
- Eight (8) Years ..... Sixteen (16) Days
- Nine (9) Years ..... Seventeen (17) Days
- Ten (10) Years ..... Eighteen (18) Days
- Fifteen (15) Years ..... Twenty (20) Days

For new employees hired after July 1, 2007 the following vacation accumulation will be in effect. 1 year: 10 days; 7 years: 11 days; 10 years: 13 days; 15+ years: 15 days.

- B. Vacation time shall be earned from the date of employment to the first (1st) succeeding July 1st on the prorated basis the first (1st) year, and thereafter shall be computed from July 1st to June 30th each year, so long as employment continues. Vacation time must be earned before it can be used.
- C. Vacations shall be granted at the discretion of the Assistant Superintendent of Personnel and Employee Relations, taking into account the needs of the Employer and the desires of the employee. All employees having two weeks vacation must take at least two weeks vacation time. One week of that time will be taken when school is not in session. All employees having 15 – 20 days of vacation must take at least 10 days vacation time when school is not in session. Additionally, any bargaining unit member wishing to use vacation time in June must discuss that request with the appropriate supervisor by May 1 to ensure that appropriate staffing will be available during that month. Vacation time is awarded at the beginning of the fiscal year and to be used between July 1 and June 30 of the year it is awarded. Vacation time not used by May 1 must be planned and requested by May 10. Vacation approval during the two weeks prior to school beginning and the last two weeks of school will be very limited, and where it can be granted will be done based upon the date of request. Where multiple requests are made on the same date, seniority will prevail. Those employees who have more than two weeks vacation may request to be paid for up to five days beyond the two weeks at their normal rate of pay.
- D. Vacation periods less than one week duration shall be granted at the discretion of the supervisor, taking into account the needs of the employer and adherence to a minimum one week notice by the employee.
- E. Whenever an employee leaves for any reason after one (1) full year of employment, or longer, he/she shall receive their prorated vacation is due.
- F. Any employee who requests two (2) vacation days during the Christmas Holidays shall have their request considered according to the following criteria:
1. Only those requests received by November 1 will be considered.
  2. In a building or maintenance group with 4 or less employees in the group, one will be awarded the above. In a building or maintenance group with 5 or more employees in the group, two will be awarded the above.
  3. In cases where more requests are received than can be granted according to the above, the first criteria will be district seniority provided that this does not cause a person to receive this time off two consecutive years.
  4. Any requests made for this time after November 1 will be granted at the discretion of the immediate supervisor taking into consideration the needs of the district.

## **ARTICLE XVIII - GENERAL**

### **Section 1: Tax Sheltered Annuities.**

The Employer agrees to deduct the premiums for the variable tax deferred annuities solely paid for by the employee, and to remit such premiums to the Employer designated insurance company. The Employer also agrees to make available payroll deduction services to bargaining unit members such as Savings Bonds, Credit Association, the Michigan Educational Association Financial Services, and etc.

### **Section 2: Resignation.**

At least two (2) week's notice in writing will be required of an employee who may wish to resign, except in the case of emergency. Resignations of shorter notice shall automatically forfeit any and all benefits, and in the event of re-employment, such employee shall be considered a new employee.

### **Section 3: Continuing Education.**

The Employer agrees to pay the full tuition fee, plus approved expenses, for any employee directed by the Employer to attend a workshop, in-service training seminar, self-improvement course, or other job related professional growth activities specifically designed to provide on the job improvement. The district wishes to consider any requests for training/education by employees on a case by case basis and make decisions based upon the budgeted amount for staff development and other factors at the discretion of the district administration.

### **Section 4: Physical Examinations.**

- A. The Employer agrees to pay the full cost of any physical examinations required of the employee by the Employer.
- B. In order to provide continuing health protection for students, it is conditional of continual employment that:
  - 1. Upon initial employment, each employee will be required to have a physical examination certifying that the individual is capable of carrying out his/her particular assignment. The report of physical examination must be returned to the Personnel Office before employment begins. A statement from a qualified physician regarding the condition of the employee's health may be required when-ever such is deemed necessary by the Superintendent of Schools.
  - 2. Tuberculin skin test or chest x-ray as required by law or district policy.

### **Section 5: Mileage.**

Employees who are requested by the Employer to use their own personal vehicle for carrying out their job responsibilities for the Employer, shall be reimbursed by their mileage at the regular rate and procedure as established by IRS rates for reimbursement.

**Section 6: Emergency School Closing.**

On days when schools are closed because of weather conditions and/or other acts of God, all employees shall report to their regular stations or prescribed schedule. Should travel conditions interfere with arrivals at the regularly scheduled time, the employee shall make a continuing effort to arrive at his/her station at the earliest possible time. On such days a one hour show up premium at straight time will be paid to all who report at the assigned time and work seven (7) hours, and all employees shall report on the day shift except as directed by the Principals and Supervisors. Those affected employees coming to the day shift from another shift may, by a majority vote determine to set the starting time from 7:30 AM to 9:30 AM. Such decision must be communicated to the appropriate supervisor by December 1. Persons who worked the midnight shift prior to schools being closed because of weather conditions will report to work eight hours after the end of the previous shift.

**Section 7: Retirement.**

Employees who reach the age of fifty-five (55) and are eligible to retire under the Michigan Retirement Law, will submit to the Employer a written notice of intention at least sixty (60) calendar days prior to the date of planned retirement.

**Section 8: Use of Equipment.**

Use of building equipment may be requested of the Building Principal, but is subject to his/her approval. The Association shall pay the reasonable cost of all materials and supplies incident to such use. All equipment must remain on the premises.

**Section 9: Building Usage.**

The Association and its representatives may use school buildings at times when such use will not interfere with the educational process of students, nor interfere with the employee's regularly scheduled work hours, provided further that such use shall be approved by the administrator responsible for the use of the building.

**Section 10: Uniforms.**

Any uniform reimbursement previously provided by the district for this section will be suspended for the duration of this contract.

The Employer does agree that the uniform benefit which is in effect for the employee's covered by this Agreement, as of the effective date of this Agreement, shall be maintained. Employees who choose not to participate in and wear the provided uniform shall be required to dress according to the following. A committee will be formed to discuss the uniform benefit and recommend any changes in the benefit.

- A. Trousers must be of a dark solid color. Shirt/blouse must be of a solid color with a collar.

- B. Whether uniform or alternative dress, such dress shall be clean, in good repair, and if alternative dress is worn as above, the employee shall always display an identification badge provided by the employer. The employer shall provide the first badge. If the badge must be replaced for a reason other than being worn out, the employee shall be required to pay the cost of the replacement.
- C. The Quality of Work committee will discuss the provided uniform and determine the feasibility of changing the uniform to a more comfortable material.
- D. The employee who chooses to participate in the uniform benefit may request to use up to 50% of the uniform allowance to purchase a better grade of shoe, additional pants, shirts, or outerwear (where the position requires mostly outdoor work). The immediate supervisor will review the request and determine if the request meets the parameters of the uniform program. The decision of the supervisor is final and is not subject to the grievance procedure.

**Section 11: Worker's Compensation.**

Any employee in any work classification covered by this Agreement who has been incapacitated at his/her regular work, or by injury, or compensable occupational disease, while employed by the Employer, may be employed in other work in the various departments of the school system, at work he/she can perform.

**Section 12: School Service Time**

Employees who wish to provide a service to a school or classroom based upon an expertise they may have may request time under the flex time language to accomplish this.

**ARTICLE XIX - JURY DUTY**

If any employee is called for jury duty which interferes with his/her regular work schedule, he/she will receive their regular salary during his/her services; less the amount received for this jury duty. All monies received from jury duty, except money received from the court for parking and mileage, shall be turned over to the Employer. In the even a current bargaining unit employee is subpoenaed by the Employer as a witness in the court case connected with the employee's employment with the Employer, the employee will be paid their full pay for all such time lost. The employee must provide the Superintendent of Schools or his/her designee with a statement from the court indicating pay received for the time served.



## **ARTICLE XX - STRIKE PROHIBITION**

- A. Association Officials and Association Members, individually and collectively, shall not, under any circumstances during the life of this Agreement, encourage, condone, cause, authorize, or take part in any illegal picketing, work-stoppage, sit-down, stay-in, slow-down, strike or any curtailment of work, or interference with business operations in or about the Employer's premises or property.
- B. If any employee or employees take part in any activity in violation of the above provision, any such action shall be cause for discharge or other discipline as established by the Employer. The employee's behavior which gave rise to the disciplinary action under this Article may be reviewed in accordance with the grievance procedure.
- C. If any employee or employees who are covered under this agreement, should violate the provisions of this Article, the Association shall take positive and prompt measures to effect a resumption of work by those employees.
- D. The Employer agrees that, in consideration for the performance by the Association of its responsibilities as herein defined, there will be no lockout of the employees covered by this Agreement, during the life of this Agreement.

## **ARTICLE XXI - BULLETIN BOARDS**

- A. The Employer shall designate either bulletin boards or bulletin board space, to be used by the Association, at each of the buildings of the Employer, in which there are employees covered by this Agreement, who are employed within those buildings, and with the bulletin boards or bulletin board space to be used for the following notices:
  - 1. Recreational and social affairs of the Association.
  - 2. Association meetings.
  - 3. Association elections.
  - 4. Reports of the Association.
  - 5. Rulings of policies of the local or International Association.
- B. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any of its employees, no materials, notices of announcements which violate the provisions of this Article shall be posted. If materials are posted in violation of this Article, the Association Representative shall be directed to remove such materials immediately. Failure to so remove will result in all bulletin board privileges to be immediately rescinded. The posting of all such notices shall be done by either the Association Officers or Association Representatives. A copy of all such posted notices will be forwarded to the Superintendent of Schools or his/her designee prior to the posting of all materials.
- C. The interschool mail system may be used by members of the Association provided such use is for the sole purpose of official school or union business.

**ARTICLE XXII - CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference. Job specifications and/or job descriptions will be provided to each employee when requested and, shall not become subject to conditions of this Agreement.

**ARTICLE XXIII - SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

**Section 1: Alteration.**

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

**Section 2: Waiver.**

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

**Section 3: Invalid Language.**

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

**ARTICLE XXIV – EMERGENCY FINANCIAL MANAGER**

Emergency Financial Manager: Pursuant to Local Government and School District Fiscal Accountability Act being Public Act 4 of 2011, an emergency manager may be appointed to the district if the district is considered to be in financial stress for a reason delineated in Section 13(3) of Public Act 4 of 2011.

If an emergency manager is appointed to the district, the emergency manager shall have the authority to reject, modify or terminate this CBA. An emergency manager’s decision to reject, modify, or terminate this agreement is a prohibited subject of bargaining.

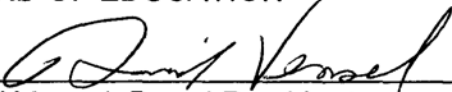
**ARTICLE XXV - TERMINATION, CHANGE OR AMENDMENT**

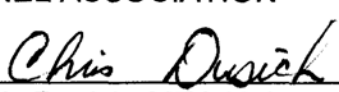
- A. This Agreement shall continue in full force and effect until June 30, 2012.
- B. If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the termination date of this Agreement, give written notice of termination. If neither party gives written notice of termination, or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- C. If either party desires to modify this Agreement, it shall ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this Paragraph, this Agreement may be terminated by either party giving the other party ten (10) calendar days written notice of termination. Any amendments that may be agreed upon between the parties, shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the local MEA office, and if to the Employer: The Monroe Public Schools, Administration Building, 1275 North Macomb Street, P. O. Box 733, Monroe, Michigan 48161, or to any other address the parties may make available to each other.
- E. The effective date of this Agreement is July 1, 2011.

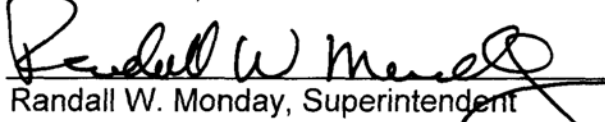
**IN WITNESS WHEREOF:**


MONROE PUBLIC SCHOOLS  
BOARD OF EDUCATION

MONROE CITY EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

  
\_\_\_\_\_  
David Vensel, Board President

  
\_\_\_\_\_  
Chris Dusich, MEA Uniserv

  
\_\_\_\_\_  
Randall W. Monday, Superintendent

  
\_\_\_\_\_  
Tom Tippery, Union President

Date: September 13, 2011

Date: 9-14-2011

**CUSTODIAL/MAINTENANCE WAGE SCALE \*\***

2011-12

<b>Class 1 (Skilled Trades)</b>	<b>Current Employees</b>	<b>Employed after July 1, 2007</b>
A. Electrician	\$19.74	\$15.80
B. Plumber	\$19.74	\$15.80
C. Millwright	\$19.74	\$15.80
D. Boiler Operator	\$19.74	\$15.80
E. Carpenter	\$19.74	\$15.80
F. HVAC Technician	\$19.74	\$15.80
Assistant Electrician	\$16.77	\$13.41
Assistant Boiler Operator	\$16.77	\$13.41
<b>Class 2 (Maintenance)</b>		
Head Grounds	\$16.27	\$13.01
General Maintenance	\$16.22	\$12.97
General Grounds	\$16.22	\$12.97
Building Maintenance	\$16.22	\$12.97
<b>Class 3 (Head Custodial)</b>		
Head Custodian (1600+)	\$17.01	\$13.60
Head Custodian (801 - 1599)	\$16.24	\$12.99
Head Custodian (below 800)	\$15.73	\$12.59
<b>Class 4 (General Custodial)</b>		
General Custodial (1st year)	\$14.76	\$11.81

\*\* All bargaining unit members will be paid by direct electronic deposit to an account that they choose from those available through the payroll department. Only accounts available through the payroll office will qualify for direct deposit.

- The parties agree that the district internal mail delivery and US mail pick up and delivery will be assigned to a casual, non-union employee.
- The parties agree to add a classification for Working Leader with wage to be determined at the discretion of the district, with mutual consent of the association.

An additional \$1.00 per hour will be paid to those classification 1 skilled trade positions which require a specialized license or journeyman card. An additional .50 cents per hour will be paid for classification 2 and 3 personnel who are required to secure, maintain, and update special licenses or certifications to perform their work. (The maximum for class 1 is \$1.00 and the maximum for the others is .50 cents). The district will pay the license costs to maintain and renew the appropriate license.

For the out years of this agreement, there will be an economic re-opener. Such bargaining on an economic re-opener should begin at least 90 days prior to the expiration of this agreement.

**Schedule B**

**\* Parties agreed to suspend schedule B payments for the 2010/11 school year; this language will revert back for 2011/12.**

~~Longevity pay of will be paid to eligible employees on the first pay of December Employees who have completed 10 years of service by December 1 are eligible for \$500 in longevity pay; employees who have completed 15 years of service by December 1 are eligible for \$750 in longevity pay; and employees who have completed 20 years of service by December 1 are eligible for \$1000 in longevity pay. Longevity amounts will increase by the same percentage as the base pay beginning in 2002. Longevity pay will be given to all eligible employees on the first payday in December of each year.~~

**Retirement Incentive:**

The parties agree that the district may offer to purchase one year of MPSERS service credit to a limited number of bargaining unit members to minimize or eliminate the need to lay off personnel to meet budget reduction targets.

**LETTER OF UNDERSTANDING****QUALITY OF WORK COMMITTEE**

In an effort to improve communication and to allow for discussion and resolution of employee concerns, both contractual and non-contractual, a Quality of Work Committee will be established. This committee will consist of two administrators and two Association representatives. Additional resource persons may be invited for specific purposes after the appropriate notifications. The committee will meet on a regular basis, the frequency of which will be determined by the participating members. This committee will discuss employee and management concerns but will in no way negotiate or approve a deviation in the master agreement

**LETTER OF UNDERSTANDING**

The parties agree to submit the issue of using custodians to substitute for absent or vacant general maintenance positions to the Quality of Work Committee. The members of this committee will attempt to develop a mutually acceptable plan for such use of custodians as maintenance substitutes.