

MASTER AGREEMENT

**DICKINSON-IRON INTERMEDIATE
BOARD OF EDUCATION**

AND

**DICKINSON-IRON INTERMEDIATE
SCHOOL DISTRICT
ESP II ASSOCIATION/MEA/NEA**

2019-2022

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1 **ARTICLE 1**

2 **Agreement**

3 This agreement is made and entered into this July 1, 2019, by and between the Dickinson-Iron
4 Intermediate District Board of Education, hereinafter referred to as the “Board” or “Employer” and the
5 Dickinson-Iron Intermediate School District Special Education Aides, Technical Education
6 Paraprofessionals, Early Childhood Assistant/Associate Classroom Coordinators and Early Childhood
7 Lead Classroom Coordinators “DIISD ESP II”/MEA-NEA hereinafter referred to as the “Association” or
8 “Union” or “DIISD ESP II”.

9 **PREAMBLE**

10 WHEREAS, the Board and the Association recognize their rights and obligations pursuant to the
11 Michigan Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended; and

12 WHEREAS, the Board and the Association have entered into good faith negotiations and reached
13 Agreement upon wages, hours and other terms and conditions of employment; and

14 WHEREAS, both the Board and the Association desire to establish cooperative and harmonious
15 labor relations founded upon a mutually agreeable contractual relationship;

16 THEREFORE, the Board and the Association do hereby set forth and record this Master Agreement
17 as their express and entire contractual commitment.

18 **ARTICLE 2**

19 **Recognition**

20 **A. Bargaining Unit Defined**

21 The Board hereby recognizes the Association as the sole and exclusive bargaining representative
22 as defined in Section II of Act 336, “The Public Employment Relations Act” as amended, for all
23 employees (full-time and regular part-time), who are within the appropriate bargaining unit described and
24 defined classifications as: ASC 0-12 (Assistant classroom coordinators), ACC+13/SE/TE aides and
25 paraprofessionals (Associate Classroom Coordinators, Technical Education Paraprofessionals, Special
26 Education Aides), CC, HV (Classroom Coordinators, Home Visitors), BA/BS CC, HV (Classroom
27 Coordinators or Home Visitors with a Bachelor degree per Head Start Standards) but excluding the
28 secretary to superintendent, school services, custodians, head maintenance, certified occupational
29 therapist assistant, certified physical therapist assistant, systems operator, substitutes, supervisors and all
30 other employees.

31 **B. Employees**

32 Unless otherwise indicated, use of the term “employee” or “bargaining unit member” hereinafter
33 in this Agreement shall refer to all members of the above defined bargaining unit. Any new employee
34 hired to fill a position that falls into one of the categories of the Recognition Clause will be instructed at
35 the time of hire that the position is an Association position and that the terms and conditions of Article 3,
36 Professional Responsibility, of this agreement shall prevail for the position after completion of the
37 probationary period. This provision would require either membership in the Association or the payment
38 of a Service Fee as a condition of employment. New employees are probationary for a period of ninety
39 (90) workdays and are not covered by the provisions (other than wages and health insurance) of this
40 contract. If employment is continued, the terms and conditions of this agreement begin on the ninety-first
41 (91st) workday. Any days taken for sick, vacation or personal leave are not counted in the number of
42 probationary days.

43 **ARTICLE 3**

44 **Association Security and Membership**

45 **A. Membership**

46 Membership in the Association is voluntary and shall comply with all State and Federal laws and
47 regulations in accordance with the terms and conditions found in this Article.

48 The Association will give written notification annually to the DIISD indicating their officers prior
49 to the start of the school year or within 30 days of a change.

50 The Employer shall notify the Association Treasurer of all newly hired employees and their ISD
51 email addresses.

52 **B. Notification**

53 The Board agrees to send or present each newly hired employee with a copy of the current Master
54 Agreement along with the individual employee data sheet.

55 Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the
56 wages of any such bargaining unit member and make appropriate remittance for Financial Service
57 programs and annuities, insurance programs not fully Board-paid, financial institutions savings bonds,
58 charitable donations, contributions or any other plans or programs jointly approved by the Association
59 and the Board, but not more than the computer payroll program allows.

60 **C. Discipline or Discharge**

61 No non-probationary employee shall be disciplined without just cause. The term “discipline” as
62 used in this Agreement includes written documented verbal warnings; reprimands; suspensions with or
63 without pay. The grounds for discipline will be presented in writing to the bargaining unit member. The
64 Board reserves the right in certain circumstances, depending on the nature of the unacceptable conduct at
65 issue, to determine that a first offense could be one for which the staff members could be discharged.
66 Accordingly, the nature of the incident itself determines whether normal progressive steps of discipline
67 are to be followed and the process accelerated at the discretion of the Board.

68 Written warnings or reprimands or suspensions will be given in the form of a formal letter with
69 the full signature of the administrator taking the action. A copy of a written warning or reprimand or

70 suspension shall be given to the bargaining unit member. This provision does not preclude the
71 administration from making a record of a verbal warning to document a discussion of a problem prior to
72 issuing a written warning.

73 An employee who wishes to take exception to a written disciplinary action must respond in
74 writing and shall present a copy of the letter to his/her appropriate administrator no later than five (5)
75 business days following that date on which the discipline was imposed. Such response shall be placed in
76 the employee's personnel file, together with a copy of the written disciplinary actions issued by the
77 administration and/or Board. An employee who files as exception shall not be precluded from also
78 seeking relief through the grievance procedure or other remedy.

79 A bargaining unit member shall be entitled to have present, a representative of the Union during
80 any meeting which will or may lead to disciplinary action by the Employer. When a request for such
81 representation is made, no action shall be taken with respect to the employee for a maximum of twenty-
82 four (24) hours or until such representative of the Union is present (whichever comes first). In serious
83 cases the Board will advise the Association of the need for immediate representation. Should disciplinary
84 action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of
85 said possibility.

86 The concept of progressive discipline is acknowledged. Progressive discipline may include:

- 87 1. Verbal warning with written recap including signatures and dates by the employee and
88 supervisor/administrator, following a discussion of the situation.
- 89 2. Written reprimand by Supervisor/Administrator.
- 90 3. Suspension with or without pay.
- 91 4. Dismissal for just cause.

92 The parties recognize that the severity of an offense may provide just cause for the acceleration of
93 the above progressive discipline. The Board has the right to suspend with or without pay during the
94 investigation or place the employee on paid or unpaid Administrative leave.

95 **ARTICLE 4**

96 **Employee and Association Rights**

97 **A. Right to Organize**

98 Pursuant to the Michigan Public Employment Relations Act, as amended, the Board hereby
99 agrees that an employee, as defined in Article 2, shall have the right to freely organize, join, and support
100 the Association for the purpose of engaging in collective bargaining or negotiation and other concerted
101 activities for mutual aid and protection.

102 The Employer undertakes and agrees that it will not discriminate against any bargaining unit
103 member with respect to hours, wages, or any terms or conditions of employment by reason of his/her
104 institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to
105 any terms or conditions of employment.

106 Nothing contained within this Agreement shall be construed to deny to any employee rights
107 he/she may have under the Michigan General School Laws or other applicable State or Federal laws or
108 regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to
109 those provided elsewhere.

110 **Non-discrimination**

111 The Employer and the Union agree that it will in no way discriminate against or between
112 employees covered by this Agreement because of their race, creed, religion, color, national origin or
113 ancestry, age, sex, marital status, or qualified disability.

114 The Association and the Board feel that the private and personal activities of bargaining unit
115 members outside the work site are their own concern provided:

- 116 1. Such private and personal activities are not the subject of legal investigation/intervention
117 which would potentially be harmful or cause undue controversy to the DIISD.
- 118 2. Such private and personal activities do not adversely affect the work performance of the
119 bargaining unit member.
- 120 3. Such private and personal activities do not reflect negatively on the DIISD and its
121 programs.

122 **B. Use of Facilities**

123 The Association and its representatives shall have the right to use the school facilities for
124 meetings when not conflicting with pre-scheduled activities, except during the employee's work day as
125 stated in this contract. No charge shall be made for the use of the building. All arrangements for building
126 use shall be made through the building administrator concerned or other authorized personnel. The
127 Association will comply with DIISD Policy #7510 adopted in April 1997.

128 **C. Equipment**

129 The Association shall have reasonable use of office equipment. The Association shall pay for the
130 actual cost of all materials and supplies incident to such use. Use of such equipment for Association
131 business is not to take place during work time. No equipment shall be taken from the building without
132 administration permission. Any use of school equipment including telephones, computers and internet
133 will be consistent with the District's policies and acceptable use agreements.

134 **D. Emergency Business**

135 The duly authorized president or their designee in the absence of the president shall be granted
136 time to transact official Association business during the workday only in case of emergency. Emergency
137 is defined as Association business that cannot be conducted outside of the normal workday. No official
138 shall leave his/her classroom or post without obtaining prior approval of the appropriate administrator.

139 **E. Mail**

140 The Association shall have the right to post notices of activities and matters of Association
141 concern at designated bulletin boards in each building or facility to which employees may be assigned.
142 The Board shall allow utilization of the present school mail delivery system for Association usage,
143 consistent with the District's policies and acceptable use agreement.

144 **F. Information**

145 The Board agrees to furnish public records to the Association in response to reasonable requests
146 for public information under the Public Employment Relations Act and the Freedom of Information Act.
147 The Board also agrees to furnish information such as records concerning the district's financial resources
148 and other such information as will assist the Association in preparing for grievance and negotiations. The

149 Board will furnish the Association president with the same agenda and public information attachments as
150 is available for any citizen, as soon as it becomes available for distribution. The Board or its
151 administrative designee may request relevant information from the Association.

152 **G. Negotiations**

153 Negotiations between the Association and Board shall not take place during the work day except
154 with permission of both the Association and the Board.

155 **H. Personnel Files**

156 The Board and Association agree that all employment related use of Association member's
157 personnel file(s) shall comply with State and Federal laws, rules, and regulations that apply, and
158 specifically the Freedom of Information Act. Written permission must be obtained from an employee
159 before the Association has access to their personnel file. Under the Public Employment Relations Act,
160 however, employee medical records shall not be provided to the Association without a completed HIPPA
161 compliant authorization. If an Association request for a member's personnel file is made under the FOIA,
162 the employee will be notified. An employee will have the right to review the contents of all records of the
163 Employer pertaining to said employee originating after initial employment, and to have a representative
164 of the Union accompany him/her in such review.

165 Complaints originating after initial employment will not be placed in an employee's personnel
166 file unless the employee has had an opportunity to review the material. All adverse material, with the
167 exception of items barred through PA 189, shall be kept in the personnel file for up to 4 years at the
168 discretion of the employer pursuant to the Employee Right to Know Act, MCL 423.501.

169 **I. Assault of Employee**

170 Any case of assault upon an employee and/or an employee's property shall be promptly reported
171 to the Employer. The Employer shall promptly render all reasonable assistance to the employee, when
172 possible, to prevent injury and loss of property.

173 **J. FOIA Request**

174 In the event that the District receives a FOIA request for the personnel file(s) of any ESP II
175 bargaining unit member, or any portion thereof, the District shall immediately provide the following to

176 the affected ESP II bargaining unit member and to the Association President:

- 177 1. A copy of the FOIA request;
- 178 2. The District shall take the maximum time allowable by law to respond to a FOIA request
179 to allow the ESP II bargaining unit member and/or Association the opportunity to take
180 whatever legal action is available to bar disclosure of any or all of the requested
181 document(s).
- 182 3. One copy of the response will be provided.

183 All student communications obtained by an employee and all student record information shall not
184 be disclosed by the employee unless said employee is authorized to and except to those persons so
185 authorized by law or federal or state regulation and district policy.

186 **K. Ownership/Intellectual Property Rights**

187 All property and copyrightable work of any type or nature whatsoever prepared solely or in
188 collaboration with others by employees within the course of their employment by the Board is the
189 property of the Board. No syndications or sale of the copyrightable material may be made by the
190 employee without the express release of all creators and the Board. For the mutual protection of the
191 Board and the Association, ISD equipment, property, and/or materials are not available for private
192 enterprise at any time, and shall not be disclosed, transferred or donated for use outside the ISD, without
193 written permission of the Superintendent or designee. The Employer hereby agrees to defend, indemnify,
194 and hold the bargaining unit member harmless against any and all claims, demands, causes of action, and
195 judgments (including reasonable attorney's fees) arising out of the Employer's use of the materials.

196 **ARTICLE 5**

197 **Rights of the Board**

198 **A. Authority**

199 Nothing contained herein shall be considered to deny or restrict the Board of its rights,
200 responsibilities, and authority under the Laws of the State of Michigan and the Federal Government of the
201 United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had
202 prior to this Agreement are retained by the Board. It is expressly agreed that all rights which ordinarily
203 vest in and have been exercised by the Board, except those which are relinquished herein by the Board,
204 shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations
205 with the Association either as to the taking of action under such rights or with respect to the consequence
206 of such action during the term of this Agreement. Such rights shall include by way of illustration and not
207 by way of limitation, the right to:

- 208 1. Executive management and administrative control of the school district, its properties,
209 equipment, facilities and operations;
- 210 2. Hire all employees, determine their qualifications and the conditions for their continued
211 employment, evaluate their performance, and direct the activities and work of its
212 employees;
- 213 3. Assign, transfer, promote, demote, discipline, suspend and/or discharge employees;
- 214 4. Determine the size of the work force, positions of employment, job descriptions, and
215 whether to expand or reduce the work force and/or create, eliminate or modify positions
216 of employment;
- 217 5. Establish, continue or revise policies and/or rules and regulations regarding the conduct
218 and behavior of its employees, the manner and method of performing work and the
219 procedures for administering and accounting for employee attendance and use of
220 benefits;
- 221 6. Establish, modify, change, reduce or cancel any work hours, work days, business hours,
222 business days, school days, and/or school schedules, calendars and hours of operations;

- 223 7. Determine the services, supplies and equipment to conduct its operation, including the
224 distribution thereof.
- 225 8. Determine the standards of operation and performance and determine the means, method
226 and processes of performing and/or accomplishing the work to be done including the
227 assignment and distribution of tasks and work among the work force of the school
228 district, contracting with any other person or business entity and/or the use of volunteers.
- 229 9. Determine the number and location or relocation of its facilities, including the
230 establishment or relocations of new schools, buildings, departments, divisions, or
231 subdivisions, or other facilities.
- 232 10. Determine the financial policies, including all accounting procedures, and all matters
233 pertaining to public relations and determine the size of its administrative organization, its
234 functions authority, amount of supervision and table of organization.

235 The matters contained in this Agreement and/or exercise of any such rights of the Board are not
236 subject to further negotiations between the parties during the term of this Agreement without the mutual
237 consent of the parties. The failure of the Board to exercise any of the rights enumerated herein during the
238 term of this Agreement is not considered a forfeiture of such rights.

239 The exercise of the foregoing powers, rights, authority, and responsibilities by the Employer, the
240 adoption of policy, rules, regulations, and practices in furtherance thereof and the use of judgment and
241 discretion in connection therewith shall be limited only by the specific and expressed terms of this
242 Agreement provided such specific and expressed terms are in conformance with the Constitution and laws
243 as amended of the State of Michigan, and the Constitution and laws of the United States.

244 **ARTICLE 6**

245 **Grievance Procedure**

246 **A. Definition**

247 Employee(s) or the Association may file a grievance if the employee(s) claim there has been a
248 violation of the provision(s) of the agreement. Such claim of a violation will be processed as hereinafter
249 provided.

250 **B. Levels**

251 Informal Level 1:

252 The affected employee(s) or the Association shall request and conduct a meeting with the
253 immediate supervisor, does not refer to lead teacher or center director, and department director in an
254 effort to resolve the complaint within ten (10) business days following the alleged violation of a
255 provision(s) of this agreement. Business days are defined as the days the main office building of the
256 DIISD is open for business. The Association shall be notified by the grievant and a representative thereof
257 be present if available with the employee(s) at such meeting. If the grievant or Association's satisfaction
258 is not met with the result(s) of the meeting, he/she/they may formalize the complaint in the form of a
259 written grievance within five (5) business days of the meeting.

260 Formal Level 2:

261 The written grievance shall be forwarded to the Superintendent within five (5) business days of
262 the meeting conducted in Level 1. The grievance shall contain a description of the alleged contract
263 violation including the contract article(s) the section(s) and the provision(s) allegedly violated. Within
264 fifteen (15) business days after the written grievance has been so submitted, the Superintendent, or his/her
265 designee, shall meet with the Association on the grievance. The Superintendent, or his/her designee, shall,
266 within five (5) business days after the conclusion of the formal Level 2 meeting, render a written decision
267 thereon with copies to the affected grievant and the Association.

268 Formal Level 3:

269 If the grievant or Association is not satisfied with the disposition of the grievance by the
270 Superintendent or his/her designee, or if no disposition has been made within five (5) business days of the

271 formal Level 2 meeting, the grievance shall be transmitted to the Board by filing a written copy thereof
272 with the secretary or other designee of the Board. The Board, or a committee thereof, no later than its next
273 regular meeting, or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance
274 with an Association representative. Disposition of the grievance, in writing, by the Board, or Board
275 committee, shall be made no later than seven (7) business days after the hearing to the grievant(s) and the
276 Association.

277 Formal Level 4:

278 If the Association is not satisfied with the disposition of the grievance by the Board at Level 3, or
279 if no disposition has been made within the period provided above, appeal may be taken to an impartial
280 arbitrator, provided the grievance involves a violation of a provision(s) of this Agreement. Such appeal,
281 to be effective, must be taken within fifteen (15) business days of receipt of the answer from Level 3 of
282 the grievance. The parties agree to utilize the services of the American Arbitration Association. The
283 arbitrator shall be limited to deciding whether the Board has violated the expressed provisions of the
284 agreement as written, and the arbitrator's award shall be final and binding upon the parties. In addition to
285 other restrictions in this Article, the arbitrator shall have no power to;

- 286 1. Add to, subtract from, or otherwise modify the expressed terms and conditions of this
287 Agreement.
- 288 2. Rule on an issue barred from the scope of the grievance procedure.
- 289 3. Establish wage scales.
- 290 4. Rule on any matter involving a probationary employee including but not limited to the
291 termination of services or failure to re-employ any probationary employee for other than
292 contract procedural violations.
- 293 5. Issue a back pay award for any amount in excess of lost hourly pay rates nor for a period
294 to exceed twenty (20) days prior to the date the grievance was filed.
- 295 6. Rule on an issue involving employee evaluations.
- 296 7. Interpret law or issue a ruling on a subject where there is a procedure prescribed under
297 law for seeking relief (e.g. Wage and Hour, E.E.O., M.E.R.C., etc.).

298 8. Rule on an issue involving the content of an employee's evaluation.

299 The fees and the expenses of the arbitrator shall be paid by the loser as determined by the arbitrator.

300 **ARTICLE 7**

301 **Continuity of Operations**

302 **A.** Both parties recognize the desirability of continuous and uninterrupted operation of the
303 instructional program during the normal school year and the avoidance of disputes which threaten to
304 interfere with such operations. The Association shall not, directly or indirectly, engage in or assist with
305 any strike in the District as defined by Section I of the Public Employment Relations Act. The Board
306 agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in
307 any unfair labor practice as defined by Section 10 of the Public Employment Relations Act. The Board
308 may pursue other legal remedies related to violation of this paragraph.

309 **B.** When an act of God, or a Board directive, forces the closing of a school or other facility of the
310 Board, the bargaining unit members working in that particular building or location shall be excused from
311 reporting to that facility without loss of pay. If the District/Department/Program(s) that the employee is
312 assigned to is required to make up the day/time because of program mandates, those employees shall be
313 required to work, with or without pay, and this provision shall not be grieve-able. If it is necessary to
314 send students home on a given day, it will be the prerogative of the administration to determine if
315 bargaining unit members will be released immediately or within a reasonable amount of time.

316 **C. Notification of Closure**

317 If it is necessary to close school in the event of severe inclement weather, or when otherwise
318 prevented by an act of God, notification will be through local media outlets. The staff will be notified of
319 which outlets the departments will utilize at the departmental back to school in-service. When the ISD
320 program/ assignment of the ESP II bargaining unit member for that day is canceled and/or closed due to
321 the above conditions, employees will not be required to report for duty.

322 ARTICLE 8

323 Negotiations Procedure

324 **A. Negotiation Time**

325 A reasonable time prior to the expiration of this Agreement, upon request of either party,
326 negotiation will be undertaken for an Agreement covering at least the next contractual year.

327 **B. Negotiations**

328 Neither party in any negotiations shall have any control over the selection of the negotiating or
329 bargaining representatives of the other party. The parties mutually pledge that their representatives will be
330 clothed with all necessary power and authority to make proposals, consider proposals, and make
331 concessions in the course of negotiations. A final agreement shall be executed with ratification by the
332 Association and the Board of Education.

333 **C. Agreement**

334 There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the
335 Board and one (1) by the Association. Copies of this Agreement shall be printed at the expense of the
336 Board, within thirty (30) days after the Agreement is signed, and presented to all bargaining unit members
337 now employed or hereafter employed by the Board. In addition, the Board shall provide the Association
338 with five (5) copies of the Agreement without charge to the Association.

339 The Association president shall have access to a copy of the District's current policy manual.

340 **ARTICLE 9**

341 **Work Year, Work Week, Work Day**

342 **A. Work Year**

343 The work year for all bargaining unit members shall be determined by the Board with break
344 periods, holidays, and school vacations and dependent on the needs of the ISD program. The normal
345 work year shall be July 1 through June 30.

346 **B. Work Week/Work Day**

347 The work week and work day shall annually be determined by the Board. The work week for all
348 bargaining unit members shall consist of a seven day calendar period of Friday through Thursday for
349 purpose of payroll except as may be interrupted by a holiday, paid or unpaid leave, or other break
350 pursuant to this Agreement.

351 Base contractual hours will be set and sent to the employees no later than ten (10) working days
352 after the start of the employee's school year. Any change in base contractual hours will be revised in
353 writing within ten (10) working days of the change and a copy given to the employee.

354 **C. Lunch Periods**

355 Lunch periods and breaks shall be scheduled and approved by the appropriate supervisor. Lunch
356 periods may be paid or unpaid depending upon department requirements as in the past. Any bargaining
357 unit member assigned and performing work duties during their lunch period will receive their regular rate
358 of pay.

359 **D. Emergency Call-In**

360 A minimum of one (1) hour shall be credited to an employee called in for an emergency situation,
361 even if less time is worked by the employee. In such an emergency situation, the employee will only be
362 required to deal with the emergency situation, with minimal other duties, if required.

363 **E. In-Service**

364 In-service training opportunities shall be offered to all employees as determined necessary by the
365 Administration to fulfill the requirements of their job.

366 **F. Overtime**

367 Prior administrative approval is required for all overtime options and requests.

368 1. Overtime, above 40 hours, of actual work time (excluding pay for time not worked) in a
369 given week shall be compensated: a) at the rate times one and one-half (1 ½) of regular
370 hourly pay or b) in lieu of monetary overtime compensation, a bargaining unit member
371 must provide a written request for receiving prior administrative approval of overtime
372 (over 40 hours per week) in order to receive compensation time off at a rate of not less
373 than one and one-half (1 ½) hours for each hour of employment for which overtime is to
374 be compensated.

375 2. Any time worked over contract hours (40 hours or less) shall be compensated for a) at
376 straight hourly rate of pay or, b) straight compensatory time at the employee's choice.

377 All compensated time as described in #1 and #2 will be paid or used prior to the next payroll
378 period.

379 **G. Flex Time**

380 Flex time will be granted to the ESP II bargaining unit member for all required work duties
381 performed outside of the normal scheduled work time according to their job description, with prior
382 approval from the appropriate administrator. Flex time shall be reported to the appropriate administrator
383 and will be utilized only after flex time is earned and must be utilized within the next two week pay
384 period.

385 **H. Compensation**

386 All compensation should be spread utilizing one of two options. The employee may choose to
387 have their pay spread evenly starting with the first pay period following their start of the school year and
388 ending with the pay period following their last work day, or they may elect to add five pays to their last
389 period. For example an employee could pick 21 or 26 pays if their schedule spans over 21 pay periods.
390 Pay periods for the bargaining unit members' option will be on a bi-weekly basis. The bargaining unit
391 member shall notify the district of their choice of pay periods on a form provided by the district before the
392 first payroll of the school year. Once the pay selection period has been elected by the bargaining unit
393 member, he/she shall continue with the option selected for the remainder of the year. Newly hired

394 employees shall select the option upon being hired.

395 Pursuant to any applicable wage and hour requirements, an employee may only elect to spread
396 their pay over 24/25/26 pay periods when their minimum hourly rate paid out in the bi-weekly period
397 does not fall below the legislated minimum wage in place at the time of the pay period.

398 **I. Emergency Assignments**

399 Emergency assignments are defined as immediate and unforeseen activities which are subject to
400 very limited district timelines or deadlines, as determined by administration and issued with prior
401 administrative approval. Emergency assignments may occur during the school year and may be assigned
402 by the administration as determined by the acute needs of the district. Emergency assignments may be
403 assigned up to a limit of 8 hours in any given work week. Emergency assignments accepted by a
404 bargaining unit member will not constitute credit toward additional or increased insurance benefits or
405 eligibility. The provisions of this section are not grieve-able.

406 ARTICLE 10

407 Conditions of Employment

408 **A. Miscellaneous**

- 409 1. Any employee working in more than one (1) classification or holding two (2) part-time
410 positions within one (1) classification shall have a determination made at the start of each
411 year and defined in their employment contract, as to their primary and secondary job
412 classification and department classification. Primary job classification is defined as
413 performance of duties within a specific job description for more than 50% of their normal
414 workweek. Secondary classification is defined as performance of duties within a specific
415 job description for less than 50% of their normal workweek. The employee shall receive
416 pay according to the appropriate rate of pay within their primary departmental job
417 classification and related job description for all work performed.
- 418 2. No employee shall be required to work in a facility alone beyond normal working hours
419 or during any period when the building is normally closed.
- 420 3. Bargaining unit members shall not be required to work under unsafe or hazardous
421 conditions or to perform tasks, which endanger their health, safety, or well-being based
422 on state and federal OSHA standards.
- 423 4. Proper training and instruction in regard to the operations of equipment and job-required
424 tasks including proper lifting procedures, administration of medicines, proper medical
425 procedures, and disposal of dangerous substances will be made available to all
426 employees.
- 427 5. The Employer shall support employees with respect to the maintenance of control and
428 appropriate behavior management of students/children.
- 429 6. The Employer shall provide for reimbursement for the cost of
430 licenses/certificates/physicals or the renewal of the listed licenses/certificates/physicals
431 required for the bargaining unit member after initial hire which are required by the
432 program. The following renewals are covered under this provision:

433 **Special Education/Early Childhood Employees (if required)**

434 a. Renewal of CDA

435 b. TB test (health department)

436 c. Hepatitis B series

437 d. CPR & First Aid training

438 e. Chest X-ray if required and not covered by health insurance

439 7. The Employer shall provide insurance coverage for all employees that provide
440 transportation, with prior administrative approval, for students in their private cars.

441 8. The Employer shall provide the proper forms and directives for all type of reimbursable
442 expenses such as mileage for home visits, mileage for other approved purposes. All
443 requests for reimbursement shall be submitted to the appropriate department office by the
444 15th day of the month following the month in which the expenses were incurred or in the
445 case of June expenses five (5) business days prior to the last day of the fiscal year (June
446 30th).

447 **ARTICLE 11**

448 **Seniority**

449 **A. Seniority Defined**

450 All employees shall hold dual seniority dates: Classification seniority and Unit seniority.

451 1. Classification seniority shall be defined as the length of continuous service as a
452 bargaining unit member within a specific job classification/position within a specific
453 department. Currently, seniority shall be applied and earned in one of the following
454 classifications: Special Education Aides, Technical Education Paraprofessionals, Early
455 Childhood Assistant, Associate Classroom Coordinators, Classroom Coordinators, and
456 Home Visitors. Classroom Coordinators and Home Visitors hired prior to 07/01/2019
457 hold seniority as both Classroom Coordinators and Home Visitors and continue to gain in
458 both classifications. Classroom Coordinators and Home Visitors hired after 07/01/2019
459 gain seniority only in the classification as assigned. Such seniority shall reflect all full
460 days or pro-rata portion thereof worked in that classification.

461 2. Unit seniority shall be defined as the length of continuous service as a bargaining unit
462 member from the first day of work. Seniority placement shall be determined by date of
463 hire prior to the 2001-2002 school year plus actual years of service including pro-rata
464 credit beginning with the 2001-2002 school year.

465 Classification and Unit seniority shall begin for newly hired bargaining unit members from the
466 bargaining unit member's first work day immediately following the completion of the ninety-day
467 probationary period (ninety-first (91st) work day, with the exception of temporary employees.

468 **B. Full and Part Time Status**

469 Full-time status is based on an 1110 hours per year of the program in which the employee is
470 assigned.

471 Part-time employees shall accrue seniority on a prorated basis based on 1110 hours, beginning
472 with the 2001-2002 school year. Time worked as a substitute shall not count toward seniority or
473 completion of the probationary period. In the event that more than one individual bargaining unit

474 member has the same starting date of work and pro-rate credit, position on the seniority list shall be
475 determined by drawing lots (10) business days of the date of hire with a union representative present.

476 **C. Probation**

477 Probationary employees shall have no seniority until the completion of the probationary period,
478 which shall be a period of ninety (90) workdays. Upon the completion of the probationary period, the
479 bargaining unit member shall be entered on the seniority list of the unit and shall rank for seniority from
480 his/her first workday. Any days taken for sick, vacation or personal leave are not counted in the number
481 of probationary days.

482 **D. Seniority List**

483 The Board shall prepare, maintain, and make available the seniority list. The seniority list and
484 subsequent revisions shall be furnished to the Association on a timely basis, but not later than October 1
485 of each year. Employees shall have thirty (30) days from the posting of the list to verify that their
486 seniority is correct. After the thirty (30) day period, the seniority list shall be approved and not subject to
487 the grievance procedure. From this time forward, only revisions to the current year's list are subject to the
488 grievance procedure for a period of thirty (30) days following the yearly posting.

489 **E. Board Approved Leave**

490 An employee on a Board-approved unpaid leave of absence shall retain all earned seniority, but
491 shall not accrue additional seniority while on such leave.

492 **F. Seniority Lost**

493 An employee's seniority and employment relationship with the School District shall terminate for
494 the following reasons:

- 495 1. If the employee quits or retires.
- 496 2. If the employee is terminated for just cause.
- 497 3. If the employee is absent for four (4) consecutive working days without properly
498 notifying the School District.
- 499 4. If the employee fails to report to work within ten (10) working days following
500 notification of recall unless an extension is granted by the employer.

501 5. If the employee fails to return on the required leave date following a leave of absence or
502 vacation without notice and without explanation.

503 6. An employee's layoff exceeds two (2) years.

504 7. If the employee is convicted of a listed offense(s), in the SORA (Sex Offender's
505 Registration Act) including any future amendments of SORA.

506 An employee transferring to a non-bargaining unit position shall have their seniority frozen for a
507 one-year period. After this one-year period he/she will be removed from the Association seniority list.

508 **G. Inactive Seniority**

509 Seniority in a classification will be frozen (inactive) when an employee is assigned to a different
510 bargaining unit classification. Frozen (inactive) seniority shall be used for the purpose of layoff, and
511 recall. If an employee returns to a classification, seniority shall continue to accrue in that classification.
512 Seniority will be frozen during periods of layoff and shall resume accrual if an employee returns from
513 layoff.

514 **H. Transferring Seniority**

515 Bargaining unit members transferring to another classification shall begin to accrue seniority in
516 the new classification.

517 **ARTICLE 12**

518 **Vacancies, Transfers, and Promotions**

519 **A. Vacancy Defined**

520 A vacancy shall be defined as a newly created position or a present position that is to be filled as
521 determined by the Board and is an unoccupied position the Board intends to fill for which there is no
522 qualified person who is not assigned. A position vacant as the result of an approved leave of absence is
523 not a vacancy. Applicants on a plan of improvement at the time of a posting will not be considered
524 qualified applicants.

525 **B. Vacancy Posting**

526 All vacancies shall be posted in a conspicuous place in each building of the district for a period of
527 two (2) workdays and a copy shall be provided to the Association President. Said posting shall state the
528 type of work, classification, and minimum requirements of the position. During the summer months the
529 Employer will post all vacancies and shall forward at the same time copies of said vacancies to the
530 Association President by staff email. The Board will email job postings in the summer months to
531 employees who provide written notice of their desire to receive such postings by June 1 of each year and
532 supply in writing their appropriate e-mail address to the appropriate department director.

533 **C. Vacancy Notification**

534 Interested bargaining unit members may apply in writing/email to the Superintendent, or
535 designee, within the two (2) day posting period.

536 **D. Award of Vacancies**

537 Vacancies shall be filled with the most senior, qualified applicant from within the affected
538 classification who possesses the necessary job skills to perform the work and can effectively and
539 efficiently perform all of the minimum job requirements of the position without training as determined by
540 the Board. Should no bargaining unit member from the affected classification apply, the vacancy shall
541 then be filled on a 30 workday probation period by the most senior, applicant from the other classification
542 on the basis of experience, competency, job duties, and qualifications, and other relevant factors as
543 determined by Administration. If there are no qualified applicants from within the bargaining unit, the

544 Board has the right to advertise and fill the position from outside the bargaining unit. All staff will be
545 place on the grid based on the number of years worked and/or granted to the classification.

546 **E. Transfers**

547 Employees may be involuntarily transferred. Involuntary transfers will not be made on an
548 arbitrary or capricious basis. Involuntary transfers shall be governed by seniority and qualifications and
549 will be made only in case of emergency, as determined by the Board of Education, or to prevent undue
550 disruption of the instructional program. The Superintendent or his/her designee shall notify the affected
551 employee and the Association President of the reasons for such transfers. Transfers between
552 classifications within the bargaining unit will be considered at the discretion of the Administration. If the
553 bargaining unit member is interested in a voluntary transfer, he/she should complete a "Change of Status"
554 form indicating the transfer that is being applied for. To be considered for transfer to a new classification,
555 the bargaining unit member must meet the minimum qualifications for the vacancy being applied for as
556 defined in the job description. All staff will be place on the grid based on the number of years worked
557 and/or granted to the classification.

558 **F. Trial Period**

559 Bargaining unit members who request a transfer through a change of status form will be required
560 to complete a minimum of ten (10) working days in the new assignment, if selected for the position.
561 Bargaining unit members transferring from one classification to another shall retain his/her seniority.
562 Seniority in the previous classification shall be frozen and the employee shall be placed at the bottom of
563 the seniority list of the new classification. The bargaining unit member shall not have the right to return
564 to his/her former classification after the trial period unless a vacancy exists. If the bargaining unit
565 member returns to his/her former classification for any reason, he/she shall retain the seniority held in the
566 previous position. A trial period of sixty (60) workdays, exclusive of sick days, holidays and personal
567 leave, will commence starting with the first day the bargaining unit member begins working in the new
568 classification, unless hired during the summer recess, the period will begin the first day of school. The
569 bargaining unit member should bring to the job the skills and experience necessary to perform the
570 minimum job responsibilities of the new position. If at any time during the sixty (60) working days, but

571 after the ten (10) working day minimum trial period, the bargaining unit member is unable to demonstrate
572 ability to perform the work required, or at the option of the affected bargaining unit member, the
573 bargaining unit member shall be returned to his/her previous assignment. During the trial period the
574 bargaining unit member shall be paid at the appropriate rate for the new job classification. The
575 administration's return of a bargaining unit member to his/her former classification will not be considered
576 grievable under this Master Agreement.

577 **G. Filling Trial Vacancies**

578 Administration may fill the vacancy created by the bargaining unit member during the sixty (60)
579 day workday trial period without posting until it is determined whether the bargaining unit member has
580 successfully completed the trial period. If the bargaining unit member does not successfully complete the
581 trial period, the administration shall post the vacancy created. Should the bargaining unit member fail to
582 successfully complete the trial period or decide not to accept the position, he/she shall return to his/her
583 former position.

584 **H. Temporary Employees/Long Term Substitutes**

585 When a temporary vacancy (less than 90 workdays) occurs and it cannot be filled from within the
586 Association, the individual hired to fill the temporary vacancy will be employed at a wage rate as
587 determined by the Board not to exceed Step 2 of the wage rate for the vacancy. Temporary employees are
588 not covered by this agreement. After working a total of ninety (90) consecutive workdays, a temporary
589 employee falls under the terms and conditions of this Agreement and begins to serve a probationary
590 period of ninety (90) additional consecutive workdays. The employee may pay dues or service fees,
591 based on the employee's voluntary choice, to the Association upon completion of the probation and
592 subject to Article 3D. A long term substitute who replaces an employee out on an approved leave of
593 absence is not covered by this agreement.

594 **ARTICLE 13**

595 **Reduction in Personnel, Layoff, and Recall**

596 **A. Definition**

597 Layoff shall be defined as the reduction in the workforce as determined by the ISD. No
598 bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said
599 bargaining unit member has been notified in writing of said layoff at least ten (10) workdays prior to the
600 effective date of the layoff. A copy of layoff notices will be provided simultaneously to the Association
601 president.

602 **B. Order of Layoff**

603 Probationary employees shall be laid off first within the affected classification. Seniority
604 employees shall be laid off in seniority order by classification, with the least senior employee being laid
605 off first, within the affected classification, provided that the remaining employees are fully qualified to
606 effectively and efficiently perform all of the minimum job requirements of the remaining position(s)
607 without training, in the opinion of the ISD. In the event an employee's job is either eliminated or
608 reduced in hours by at least ten percent (10%), he/she will be allowed to bump the employee with the
609 least amount of seniority in his/her classification in order to maintain hours to qualify for benefits under
610 this Agreement. If there is no employee with less seniority in his/her classification that the affected
611 employee can exercise his/her bumping rights, then said employee shall be allowed to bump the least
612 senior employee in other classifications provided they presently qualify and are able to do the work of the
613 employee being bumped as stated above with the appropriate wage adjustment to the grid. The affected
614 employee has three (3) business days from the date of receipt of the layoff notice to inform
615 Administration in writing of their intent to exercise their rights to displace. In the event a bargaining unit
616 member exercised his/her seniority rights during a layoff to displace another bargaining unit member in
617 accordance with these procedures, he/she shall be given thirty (30) working days to demonstrate his/her
618 ability to perform the tasks of the new position as determined by evaluation. If at the end of the trial
619 period they are determined by Administration as not able to perform the job, they will revert to layoff
o20 status.

621 **C. Recall**

622 Laid off seniority employees shall be recalled in order of seniority within classification with the
623 most senior being recalled first to any position in the classification for which they are qualified to
624 effectively and efficiently perform all of the minimum job requirements without training in the opinion of
625 the Board. Bargaining unit members, who are offered a position within the same classification at the time
626 of notice of layoff, are obligated to accept such work. A bargaining unit member who declines recall to
627 equivalent work for which he/she is qualified shall forfeit his/her seniority and employment rights under
628 this Agreement. It shall be the responsibility of the bargaining unit member to keep the Board notified as
629 to his/her current mailing address.

630 **D. Notice of Recall**

631 Notices of recall shall be sent by certified mail to the last known address as shown on the
632 employer's records. It shall be the employee's responsibility to keep the Employer notified as to his/her
633 current mailing address. The recall notice shall state the time and date on which the employee is to report
634 back to work. Employees recalled to full-time work for which they are qualified are obligated to take said
635 work. A recalled employee shall be given seven (7) working days, from receipt of recall notice, to notify
636 the Employer of his/her intent to return to work and in fact return to work during this period if work is
637 scheduled. An employee who declines recall or fails to report to full-time work shall forfeit his/her
638 seniority rights and all recall rights. Recall rights for seniority employees shall terminate at the end of
639 two (2) years. Thereafter, a bargaining unit member shall lose his/her right to recall.

640 **E. Reduction in Hours**

641 The Board reserves the right to reduce hours and said reduction(s) will not be treated as a layoff
642 or opportunity for displacement except only as follows. In the event of a reduction in the work hours in a
643 classification of at least ten percent (10%), qualified employees in the classification with the greater
644 seniority may use same to displace an employee with the least seniority in their classification or any other
645 classification if qualified and can effectively and efficiently perform all of the minimum job requirements
646 of the position without training in the opinion of Administration to maintain their scheduled hours and
647 benefits. Employees who displace others shall receive the wage paid for the work being performed.

648 **F. Transfer/Displacement**

649 An employee moving to a position in any classification as a result of an involuntary transfer (see
650 Section "B" Trial Period). All staff will be place on the grid based on the number of years worked and/or
651 granted to the classification.

652 **ARTICLE 14**

653 **Sick Leave**

654 **A.** Bargaining unit members shall be entitled to earn ten (10) sick leave days per school year with an
655 accumulation of up to 1200 hours for use as sick leave. The District shall furnish each bargaining unit
656 member with an electronic statement at the beginning of each school year setting forth the total sick leave
657 credit and personal leave credit accumulated. Sick leave days will be based on 1 hour earned for every
658 17 regular work hours. This calculation will not include special assignments or overtime with the
659 exception of approved parent meetings. The sick leave will be awarded at the beginning of the year based
660 on the days/hours verification sheets. There will be a mid-year adjustment done within the month of
661 January, as well as an ending adjustment in July. If a person leaves the district's employment and has
662 used hours prior to working their earned time, they will be charged for this unearned benefit.

663 **B.** A leave of absence for a period of not more than nine (9) consecutive months will be granted to
664 employees who are unable to work for the School District because of a work-related injury or disease for
665 which the employee is entitled to receive benefits under the Workers' Compensation Laws of the State of
666 Michigan and is receiving workers' compensation payments from the School District. If the employee is
667 eligible for a leave of absence under the Family and Medical Leave Act (FMLA) because of a serious
668 medical condition, then any FMLA leave shall run concurrently with a leave granted under this Section.
669 Subject to the School District's right to require medical proof, extension of the leave may be granted upon
670 written application, within the School District's sole discretion. The School District may require, at any
671 time as a condition of continuance of the workers' compensation leave of absence, proof of continuing
672 inability to perform the work for the employer. All employees returning to work from a work related
673 disability leave of absence must present a physician's certificate satisfactory to the School District
674 indicating that the employee is medically able to return to work and perform all essential functions of
675 their job. While on workers' compensation leave of absence, the School District in its discretion may
676 offer the employee light work, which must be accepted by the employee as long as the work is within the
677 residual capabilities of the employee. Light work will be at the wages and benefits associated with the
678 job position being offered. The offering of light work shall not constitute a violation of any Section of

679 this Agreement.

680 Any bargaining unit member who qualified for compensation under the Michigan Worker's
681 Compensation Act may elect in writing to supplement the difference between worker's compensation and
682 their contractual wage with one-third (1/3) of a day of accumulated sick leave for a period of up to
683 seventy-five (75) school days or up until the point of exhaustion of the accumulated sick leave allowance,
684 whichever occurs first. Following the seventy-fifth (75th) day the bargaining unit member shall draw only
685 worker's compensation.

686 **C.** Sick leave may be used for the following purposes:

- 687 1. For illness of the employee, parent, parents of spouse, sister, brother, spouse, child, step-
688 child, grandparents, grandchild, or member of the immediate household for which the
689 employee is the legal guardian.
- 690 2. Up to three (3) sick days for the birth of a grandchild.
- 691 3. Up to three (3) sick days per occurrence may be granted with administrative approval as
692 an extension of immediate family bereavement.
- 693 4. Up to two (2) sick days may be granted for other than immediate family bereavement.

694 **D.** Employees who have spent a minimum of 10 years of service in the Dickinson-Iron Intermediate
695 School District will be entitled to \$25.00 per day for days if they have 1-100 accumulated sick days,
696 \$40.00 per day for days if they have 101-150 accumulated sick days in a lump sum upon retirement
697 provided the following is met; he/she is eligible for ORS/Public School Retirement System retirement and
698 has made application to ORS, completed the required DIISD forms and submitted forms to the
699 Department Director a minimum of ninety (90) days prior to their effective date of retirement.

700 All payments made under this Plan shall be to a 403B tax deferred annuity account of the retiree.
701 Dickinson-Iron ISD established a Special Pay Plan effective June 1, 2006. This permits the school system
702 to pay unused sick leave, or terminal pay in a 403 (b) tax advantaged manner. Participants that are 55 or
703 older in the calendar year of retirement may elect to withdraw funds from the Special Pay Plan without
704 I.R.S. penalty. Eligible participants under the age of 55 are subject to a ten (10%) percent early
705 withdrawal penalty by the I.R.S. Accordingly, the Dickinson-Iron ISD will make the under 55 employee

706 whole by paying the difference of 2.35% between the 10% early withdrawal penalty and the employee's
707 7.65% savings on social security taxes if the participant decides to withdraw funds. The DIISD will make
708 only one early penalty adjustment per year, upon written notification from the participant of intent to
709 withdraw. Payments for retirement by the Dickinson-Iron ISD into the plan shall be paid no later than
710 July 15, on an annual basis following the date of retirement pursuant to the master agreement. Terminal
711 leave payment dates for staff will be determined on a case by case basis.

712 Request for leaves under section(s) 2 & 3 require the employee to document the need for this
713 leave and denial of leave under section(s) 2 & 3 are not subject to the grievance procedure. Final
714 approval is required from the appropriate administrator. All leaves under this section require the
715 employee to fill out the absence report document within 24 hours of return from such leave, and/or
716 comply with the FMLA documentation requirements for use of sick leave beyond five (5) consecutive
717 days.

718 ARTICLE 15

719 Paid Leaves

720 **A. Personal Days**

721 During the first three (3) years of employment, each bargaining unit member shall be credited
722 with ½ of their allotted personal days at the beginning of each semester to be used for the bargaining unit
723 member’s personal business with administrative approval and if substitutes are available. At the
724 beginning of the third year of employment, each bargaining unit member shall be credited with three (3)
725 personal days at the beginning of the school year. Bargaining members working over 1,600 hours will
726 receive an addition xx hours of personal days. Unused personal days shall be allowed to accumulate to a
727 maximum of four (4) days in any year. Once the four (4) personal day accumulation is reached, any
728 remaining personal days shall convert to sick days. A bargaining unit member planning to use a personal
729 business day, or days, shall notify his/her supervisor at least 48 hours in advance, except in cases of
730 emergency. Personal days may not be granted for days established in advance such as professional
731 development days or to extend vacation periods without the approval of the immediate supervisor.
732 Personal days will be based on the annual average contractual hours per day.

733 **B. Non-Chargeable Leave**

734 Leave of absence with pay not chargeable against the employee’s allowance shall be granted for
735 the following reasons:

- 736 1. Absence when an employee is called for jury duty service not to exceed 4 weeks. The
737 employee shall receive the difference between his/her regular salary received for this
738 service.
- 739 2. Court appearance as a witness in any case connected with the employee’s employment or
740 whenever an employee is subpoenaed to attend any work related proceeding. The
741 employee shall receive the difference between his/her regular salary and the salary
742 received for this purpose.
- 743 3. The Board will not be required to release an employee with pay under this provision if
744 the employee is a party to the action or is testifying against the district.

745 **C. Bereavement**

746 A maximum of three (3) days of special leave per occurrence shall be granted for a death in the
747 immediate family. The immediate family consists of parent, parents of spouse, brother, sister, spouse,
748 child, grandparents, grandchild, or a member of the immediate household for which the employee is the
749 legal guardian.

750 **ARTICLE 16**

751 **Unpaid Leaves**

752 **A.** An employee, who is unable to perform his/her duties by reason of personal illness or disability,
753 including any actual disability due to pregnancy or complications from pregnancy, may request a
754 disability leave. Such request shall be made thirty (30) days in advance of the leave when the need for the
755 leave is known in advance or as soon as reasonably possible when the need for leave is not known in
756 advance. Upon submission of satisfactory documentation confirming the need for the leave, a leave of up
757 to six (6) months shall be granted. The Board, at its discretion and expense, may require the employee to
758 be examined by a doctor of the Board's choice to confirm the need for the leave.

759 **B.** If the Board has reason to believe that an employee is unable to perform the essential functions of
760 his/her duties due to personal illness or disability, the Board may require the employee, at its expense, to
761 be examined by a doctor to determine the employee's ability to perform the essential functions of the
762 assigned position. If the examination confirms an inability to perform, the employee may be placed on
763 unpaid disability leave by the Board or utilize any available sick leave allowed to the employee. If the
764 employee is unable to return to work at the conclusion of the leave, the employment with the District may
765 be terminated or the employee shall be given an opportunity to resign or retire, if eligible for retirement
766 benefits.

767 **C.** If an employee is unable to return to work at the conclusion of the initial leave period, a renewal
768 may be requested. A renewal must be requested at least thirty (30) days in advance of the end of the
769 initial leave period, unless unexpected medical complications, documented in writing on a form
770 satisfactory to the Board, prevents the employee from requesting renewal in a timely manner.

771 **D.** The employee may elect to use his/her accumulated sick days for any portion of time absent
772 pursuant to Board Policy and this Master Agreement. Otherwise, the leave is without pay and benefits.

773 **E.** During any disability leave pursuant to the Article, insurance benefits shall be continued only if
774 required by law, or the employee is utilizing any available sick leave.

775 **F.** Upon return to work from any leave pursuant to this Article, the employee shall be returned to
776 his/her former position if the position still exists. If no position exists, the employee shall be eligible to

777 bump into another position, if qualified, to effectively and efficiently perform all the minimum job
778 requirements without training in the opinion of the Board, and shall be awarded the first vacancy for
779 which the employee is presently qualified.

780 **G.** Leaves of absence pursuant to this Article shall run concurrently with and shall be considered as
781 Family & Medical Leave Act leave time, if the employee is eligible for FMLA leave.

782 **H.** Neither seniority nor wage schedule credit, sick or personal leave credit shall accrue during any
783 unpaid leave pursuant to this Article except when and to the extent that the employee elects to receive
784 previously earned paid sick leave.

785 **I.** If an employee fails to return from a FMLA leave for any reason other than a recurrence of the
786 circumstances giving rise to the leave, or other reason beyond the employee's control, the Board may
787 deduct from any monies then owed to the employee, the cost of any health insurance premiums paid by
788 the Board on behalf of the employee during the FMLA leave. The deduction is subject to the restrictions
789 imposed by state and federal Wage and Hour laws.

790 **J.** Unpaid leaves of absence without pay may be granted where feasible upon proper application for
791 the following purposes:

- 792 1. Study to meet eligibility requirements for a license or certification pertaining to their
793 position and employment with the District, and
- 794 2. For the care and custody of the employee's child or children, natural or adopted, and/or
795 spouse as required by the FMLA.

ARTICLE 17

Job Descriptions

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Job Descriptions will be developed for each classification. The specific job descriptions shall be distributed to the employee within ten (10) working days of the start of the employee's school year on an annual basis and will include at a minimum:

1. Job title and description
2. Minimum requirements as determined by the Board
3. A statement of required tasks and responsibilities

804 **ARTICLE 18**

805 **Evaluation**

806 **A.** Evaluations shall normally be conducted by personal observation by the bargaining unit
807 member's appropriate supervisor.

808 **B.** A copy of all formal written evaluations shall be given to the bargaining unit member within ten
809 (10) workdays of the completion of the evaluation. If the bargaining unit member disagrees with the
810 evaluation he/she may submit a written response, which shall be attached to the file copy of the evaluation
811 in question.

812 **C.** In no case shall the bargaining unit member's signature be construed to mean that he/she
813 necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional
814 comments to the written evaluation. All written evaluations are to be placed in the bargaining unit
815 member's personnel file.

816 **ARTICLE 19**

817 **Insurance Protection**

818 The Board shall make available to the ESP II bargaining unit member the following insurance
819 protection plans offered by the Michigan Education Special Services Association for the full 12 months.

820 Any insurance benefits provided for herein shall be subject to the terms and conditions specified in the
821 School District's MESSA Group Insurance Policies, as well as utilizing their billing definition for
822 subscriber category of Full family, 2 Person, and Single. However, if MDE requires a different definition,
823 MDE's interpretation will control. The Board, by payment of any contributions toward the premium
824 required to provide coverage as agreed upon, shall be relieved from all liability with respect to any
825 insurance benefits provided in this agreement. Any change in carriers shall be derived at through mutual
826 agreement between the Board and the Association.

827 Coverage includes the following options, as selected by the employee:

828 1. Plan A: MESSA ABC Plan 1, CHOICES, or a District selected Messa plan.

829 The Union can choose the medical options and deductibles available for the ABC Plan 1 or
830 Choices prior to open enrollment. The Union must give the options selected to the BSC by
831 October 1st for changes to be allowable. All plans will include \$20,000 Life insurance with
832 Accidental Death and Dismemberment, Long Term Disability, Delta Dental 100/90/90/90:
833 \$3,000; \$2,000, and Vision VSP3 Gold.

834 The Board of Education's contribution toward the applicable premium for the health/medical plan
835 selected by any eligible full-time employee (single, two person or full family) combined with the Board
836 provided premium contribution for a corresponding Dental/Vision/Life/LTD Insurance Plan, will be as
837 listed below, the health portion is not to exceed the state cap. The distribution of insurance costs can be
838 changed per group (Full family, 2 Person, and Single) by the union if it yields a zero net difference of
839 Board paid health contribution (BPHC).

840 2. If a MESSA HSA is selected, the Board will agree to pay the HSA contribution as follows: ½ of the
841 Annual Contribution (AC) in July and the other ½ of the AC in January if the employee is on staff on July
842 1st of the preceding year— not to exceed \$1,350 for single or \$2,700-for 2 person or full family per

843 contract year. The Board will agree to offer employees the option to refuse the AC amount and increase
844 their BPC instead by that same amount. Example, an employee could receive \$2,700 AC either ½ in July
845 and ½ in January or that \$2,700 divided by their numbers of pays (26 for example) and add \$100 per pay
846 period to the BPC, reducing their copayment. The board contribution would be distributed equally over
847 the employee's chosen copay option. The July payment will not be made if the employee is not scheduled
848 to return to work for the full school year; it would be prorated based on the projected work-days. If an
849 employee starts after July of the contract year, the contribution will be prorated. If a termination of
850 employment by either party is known prior to a HSA payment, the HSA contribution will be prorated
851 based on projected work-days. In no case will the Board be required to contribute more than the amount
852 permitted by 2011 PA 152, the Board will follow all necessary State or Federal regulations.

853 3. Plan B: Association members not using the Plan A will have

- 854 • MESSA/Delta Dental Plan 100/90/90/90: \$3,000; \$2,000, (Part-time & Full Time)
- 855 • Vision VSP-3 Gold, (Part-time & Full Time)
- 856 • \$40,000 Life Insurance with Accidental Death and Dismemberment, (Part-time & Full Time)
- 857 • Long Term Disability (66 and 2/3%) , (Part-time & Full Time)

858 for a total value not to exceed the information below with any balance paid in cash in lieu (CIL) on a pro-
859 rated payroll basis. The Board will provide payment in equal installments through payroll.

860 **Options, Payments and Calculations**

861 1. BLENDING After each open enrollment period, the District will provide the new ESP II census
862 information within two weeks of receiving the information from MESSA to the Union. The Union will
863 provide "blended" rates within two weeks after receiving the census information. The Business office will
864 verify that the figures do not exceed the state cap within each tier and that the blending does not violate
865 any tax laws. If the blending exceeds the tax ability, the rates will be blended, up to the allowable amount,
866 not to exceed the state cap when combined. If the union prefers, they do not need to blend rates – the
867 union must let the business office know this within two weeks after receiving the census information.

868 2. SELECTION The union will select the health options of CHOICES II, ABC Plan 1, a District selected
869 Messa Plan and Plan B prior to the first open enrollment after the ratification of this contract. Those health

870 selections will remain in place during the duration of this contract. The non-health will be as described
871 above and will not be changed.

872 3. PAYMENTS All Board paid premium or cash in lieu obligations are earned monthly. The HSA is paid
873 twice annually.

874 a. The monthly Board paid premium for a Choices or District selected plan(if applicable) will
875 be 1/12 of the annual state cap for medical for full time employees. The monthly Board paid
876 premium for the non-health benefits listed above for Plan A members based on provider status
877 will be 1/12 of the annual cost for all staff. Example: If the annual state cap for full family is
878 \$18,232 and the annual cost for non-health is \$1,200. The monthly Board obligation
879 would be 1/12 of \$18,232 or \$1,519.33 and 1/12 of \$1,200 would be \$100 so the monthly
880 Board obligation would be \$1,619.33.

881 b. The monthly Board paid premium for a ABC Plan 1 or District selected plan (if applicable)
882 will be calculated as follows: The annual state cap (based on provider status) less the Board paid
883 bi-annual contribution (based on provider status) equals the Board paid health contribution
884 (BPHC). The Board will pay 1/12 of the BPHC on a monthly basis for all full time employees.
885 The Board will pay 1/12 of the annual cost for the non-health benefits listed above per month for
886 all full time Plan A members based on provider status. Example: The annual state cap for full
887 family is 18,232; the annual contribution will be \$2,700. $\$18,232 \text{ minus } \$2,700 =$
888 $\$15,532$. The monthly obligation would be 1/12 of \$15,532 or \$1,294.33 as well as
889 \$1,350 in July and \$1,350 in January. or add that contribution to the BPHC if the member
890 chooses.

891 These payment calculations are based on the state cap, but blending is allowed if the district has a
892 net-zero effect and can follow all taxing regulations.

893 c. The Board paid premium for Plan B will be as follows: single subscribers hired prior to 7/1/2004
894 will receive a total monthly CIL contribution of \$432.53 less the monthly cost of the insurance.
895 Single subscribers hired after 6/30/2004 would receive \$83 less per month for their total monthly

896 CIL and insurance contribution. The two person hired prior to 7/1/2004 will receive a total
897 monthly CIL contribution of \$608.44 less the monthly cost of the insurance. The two person
898 subscribers hired after 6/30/2004 would receive \$83 less per month for their total monthly CIL
899 and insurance contribution. The full family subscribers hired prior to 7/1/2004 will receive a total
900 monthly CIL contribution of \$724.81 less the monthly cost of the insurance. The full family
901 subscribers hired after 6/30/2004 would receive \$83 less per month for their total monthly CIL
902 and insurance contribution. The annual cost will not exceed \$5,190.36 for a single subscriber or
903 \$7,301.28 for a two person or \$8,697.72 for full family for employees. Example: If the monthly
904 Board paid Plan B is \$732.27 and the monthly cost of insurance was \$300, the monthly CIL
905 contribution would be \$432.27 for employees.

906 4. STATE CAP The State cap will be annually adjusted each July for the duration of this contract using
907 the state approved cap established at the start of that calendar year. The State cap for the 2019-2020
908 school year is \$6,685.17 (\$557.09/month) for single, \$13,980.75 (\$1,165.06/month) for two
909 person and \$18,232.31 (\$1,519.36/month) for full family prior to any blending.

910 The Board will provide payment for any cash in lieu (CIL) in equal installments through payroll.
911 The balance of any increase in health care insurance and additional benefits package for Plan A or B
912 participants will be paid in full by the employee utilizing a prepayment or payroll deduction method.
913 Open enrollment occurs from November 1 – November 30 of each year.

914 **Insurance and option pro-ration:**

915 Part-time ESP II bargaining unit members of district may participate in Plan A on a pro-rated
916 basis if they are employed for 51% or more of a full-time position as defined within their job
917 classification/job description. Example: A 51% time employee would receive a board contribution at a
918 rate of 51% of the Board's portion of contribution toward the applicable premium for the health/medical
919 plan selected by any eligible full-time employee (single, two person or full family) combined with the
920 Board provided premium contribution for a corresponding Dental/Vision/Life Insurance/LTD Plan. The
921 Board contribution shall not exceed the actual pro-rated monthly premium amounts charged for the ESP
922 II's applicable plan or the maximum monthly pro-rated Board premium contribution, whichever is less.

- 923 a. Participation in the Plan B insurance option package by a part-time ESP II bargaining unit
924 member shall be pro-rated on the same percentage basis.
- 925 b. Part-time employment of an ESP II bargaining unit member employed as of 6/30/04 for 90% or
926 more of a full-time position (minimum 1110 hours) within their classification/job description
927 shall be considered as full-time employment for health insurance or insurance option purposes.
928 Employees hired prior to 7/1/2004 for 80% or more of a full-time position (minimum 1110 hours)
929 within their classification/job description shall be considered as full-time employment for health
930 insurance or insurance option purposes.
- 931 c. For dental and vision insurance purposes, 51% or more of a full-time position within their job
932 classification/job description constitutes availability in this program.
- 933 The balance of any increase in health care insurance and additional benefits package for part-time
934 Plan A or B participants will be paid in full by the employee utilizing a prepayment or payroll
935 deduction method.
- 936 ESP II members completing partial year employment and terminated by Board decision shall
937 have the Board paid portion of the insurance premium paid in proportion to the number of days worked.

ARTICLE 20

Professional Development/Conferences/Workshops/Committees

- 938
- 939
- 940 **A.** 1. Professional development is recognized as important to enhancing the work skills and/or
- 941 job performance of the bargaining unit member. Applicable professional development
- 942 opportunities will be made available to each member through prior Administrative
- 943 approval with every effort made to equally share in such opportunity.
- 944 2. Professional development opportunities will be offered with prior administrative approval
- 945 based on funding, program mandates, and/or identified objectives within their individual
- 946 performance evaluations. Notification of all applicable professional development
- 947 conferences will be given in advance. Administration has the right to offer professional
- 948 development and any subsequent additional time necessary as best fits the educational
- 949 needs of the District.
- 950 **B.** 1. An Association member, upon prior written approval by the appropriate administrator
- 951 will receive reimbursement for tuition, books, and material for courses, credits, or CEU's
- 952 that will enhance the Association member's work skills and/or job performance.
- 953 2. The Association member must provide original evidence of successful completion of all
- 954 paragraph B approved work and/or credits earned, if any with a passing grade of at least
- 955 C.
- 956 **C.** Professional or departmental development opportunities that become available or initiated
- 957 through grants, community projects, etc. shall be allowed among the individual ESP II Departments or
- 958 Classifications. The department involved, the Board and/or Departmental Administration shall determine
- 959 the guideline of said opportunities if allowable.
- 960 **D.** Professional Development, conferences, workshops or committee assignments or opportunities do
- 961 not fall under extra work assignments. Administration can distribute these assignments, opportunities or
- 962 subsequent time necessary to best fit the departmental needs.

963 **ARTICLE 21**

964 **Miscellaneous Provisions**

965 **A.** The Association shall be granted paid leave for up to a total of 24 hours per fiscal year for the
966 purpose of releasing a maximum of three (3) representatives at any one time to participate in area, state or
967 regional meetings of the Association. This must include all Association business including representation
968 of any members. Time must be drawn in half-day or full-day blocks. The Association agrees to pay the
969 full cost of any required substitute employee.

970 **B.** The Board will grant up to 16 additional hours of Association leave per fiscal year if the
971 Association agrees to pay the full cost of the representative and any required substitute employee
972 inclusive of all prorated benefits during the work period that the representative is participating in
973 Association business. This must include all Association business including representation of any
974 members.

975 **C.** The Association President must notify the Administration at least three (3) workdays in advance.

976 **D.** The Employer will provide notice to the Association, prior to adoption or implementation of any
977 policy dealing with communicable diseases. In the event that a child with a serious ongoing or chronic
978 communicable disease is allowed, by policy or law, to attend school, all employees having contact with
979 the student shall be given advance notice, if allowed by law, of the child's placement and/or return to
980 school.

981 **E.** While the Board has no intention of intruding into the private lives of its employees, it expects all
982 employees to report to work in a condition to safely perform their duties. The presence of unauthorized
983 drugs or alcohol in an employee's system while on the job is inconsistent with student's needs and a safe
984 work environment. If the Board or its authorized representative has reason to suspect an employee is at
985 work with the presence of alcohol or unauthorized drugs in his/her bodily system, the Board may require
986 alcohol or drug testing of said employee. The Board or its authorized representative will inform the
987 employee in the presence of an Association representative of its reasonable suspicion. An employee, who
988 requests diagnosis and/or treatment prior to a work related problem, will not jeopardize his/her job rights.
989 Available sick leave from the employee's sick leave accumulation will be allowed to be utilized if the

990 employee is in an approved program. An employee will be allowed to utilize this provision no more than
991 once.

992 **F.** Extra assignments and/or hours of work shall be offered to the most senior employee meeting
993 the requirements and job skills needed to complete the extra assignment in a timely manner within the
994 affected classification first. If no employee within the affected classification accepts the extra assignment
995 it shall be offered to other classifications if the employee in the other classification meets the
996 requirements and job skills needed to complete the extra assignment in a timely manner. Extra
997 assignments do not include substitutes for existing staff members. Management has full rights to fill a
998 substitute with any qualified person. If the substitute happens to be an ESP II member, this time will not
999 be added to total base hours for calculation of seniority or insurance and the member's seniority does not
1000 need to be considered. If administration can't fill a certified teaching position with a daily substitute, the
1001 administrator may ask a **willing** and qualified ESP II member to become teacher of record as long as the
1002 placement would align with all State and Federal guidelines. An ESP II member assigned to that
1003 classroom (or in an emergency another classroom) who has provided proof of qualification and is willing
1004 to be the teacher of record would earn an additional \$25 for a full day or \$15 for a half day for being the
1005 teacher of record. If more than one ESP II member is qualified within the classroom, the most senior
1006 member would be given the assignment.

1007 There shall be a rotation list utilized for this procedure in filling extra assignments, with the most
1008 qualified senior employee offered the extra work first. This list renews annually. If an employee turns
1009 down any extra assignment, they shall be placed on the bottom of the rotation schedule. This rotation
1010 shall be a continuous cycle during the year except in the case of job continuity. The ESP II union will
1011 maintain this list and give management the name(s) of the employees willing to accept the extra
1012 assignments. The management will give the union a description of the job along with the duration and
1013 timelines of the extra work. Job continuity shall be defined as a position in the bargaining unit that
1014 requires abilities and skills which would require an employee to finish an assignment because they are
1015 most familiar and qualified to finish the job in a timely manner. Summer assignments will be posted and
1016 the most qualified senior members will be offered the position(s). Summer assignments can be limited

1017 to regular hours if enough staff responds to a posting.

1018 **G.** An emergency manager appointed under the local government and school district fiscal
1019 accountability act is allowed to reject, modify or terminate this agreement as provided in the local
1020 government and school district fiscal accountability act. PERA section 15(7).

1021 **ARTICLE 22**

1022 **Negotiations Procedures and Extent of Agreement**

1023 **A.** This Agreement shall be effective as of **July 1, 2019** and will remain in effect through June 30th
1024 of the 2022 school year. The parties agree that each of them had a full and unlimited opportunity to
1025 present proposals relating to the terms and conditions of employment and other concerns related to the
1026 employment at the Dickinson-Iron ISD. Therefore, during the life of this Agreement, neither party shall
1027 be compelled to negotiate any subject or matter that was or could have been raised during the negotiations
1028 that led to this agreement. Nothing in this Agreement prohibits either party from mutually agreeing to
1029 discuss any issues of vital concern that affect wages, hours and working conditions at the request of either
1030 party.

1031 **B.** If any specific provision of this Agreement shall be found contrary to law, then such specific
1032 provisions or application shall be deemed null and void to the extent required by law, but all other
1033 provisions or applications shall continue to remain in full force and effect. Should any provision of the
1034 Agreement be found contrary to law, the parties shall meet within a reasonable time to renegotiate a
1035 substitute provision if needed, by mutual agreement.

1036 **C.** An individual contract between the Employer and an individual employee shall be subject to the
1037 terms of this Agreement.

1038 **D.** Copies of this Agreement shall be duplicated at the expense of the Board and shall be given to all
1039 current bargaining unit members and all new hires.

1040 **E.** A reasonable time prior to the expiration of this Agreement, upon a request of either party,
1041 negotiations will be undertaken for a successor Agreement.

**APPENDIX A
ESP II GRIEVANCE REPORT FORM**

Grievance # _____ Date of alleged violation of contract _____

Grievant: _____

Association: _____

Supervisor: _____

Department/Building: _____

Informal Level 1:

The affected employee(s) or the Association shall request and conduct a meeting with the immediate supervisor, does not refer to Lead Teacher or Center Director, and department director in an effort to resolve the complaint within ten (10) business days following the alleged violation of a provision(s) of this agreement. The Association shall be notified by the grievant and a representative thereof be present if available with the employee(s) at such meeting. If the grievant or Association's satisfaction is not met with the result(s) of the meeting, he/she/they may formalize the complaint in the form of a written grievance within five (5) business days of the meeting.

Names of persons at Informal Level 1: _____

Date of Informal Level 1 meeting: _____

Grievant's Statement of Alleged Violation of Contract Articles/Provisions (include relevant contract provisions):

Disposition, Informal Level 1 meeting: _____

Formal Level 2:

Date filed: _____ Received by: _____ Date: _____

The written grievance shall be forwarded to the Superintendent within five (5) business days of the meeting conducted in Level 1. The grievance shall contain a description of the alleged contract violation including the contract article(s) the section(s) and the provision(s) allegedly violated. Within fifteen (15) business days after the written grievance has been so submitted, the Superintendent, or his/her designee, shall meet with the Association on the grievance. The Superintendent, or his/her designee, shall, within five (5) business days after the conclusion of the formal Level 2 meeting, render a written decision thereon with copies to the affected grievant and the Association.

Formal Level 2: Statement of Grievant: (include contract article(s), section(s) and provision(s) relevant to grievance):

Relief Sought:

Signature of Grievant/Association: _____ Date: _____

Date of Formal Level 2 meeting held with Superintendent: _____

Signatures of persons present:

- _____ Date: _____
- _____ Date: _____
- _____ Date: _____
- _____ Date: _____
- _____ Date: _____

Disposition by Superintendent:

Signature of Superintendent: _____ Date: _____

Receipt Signature of Grievant: _____ Date: _____

Position of Grievant on disposition of Formal Level 2 _____

Formal Level 3:

If the grievant or Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) business days of the formal Level 2 meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, or a committee thereof, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance with an Association representative. Disposition of the grievance, in writing, by the Board, or Board committee, shall be made no later than seven (7) business days after the hearing to the grievant(s) and the Association.

Date filed: _____ Received by: _____ Date: _____

Date of hearing with Board or Committee of the Board: _____

Signature of those present:

- _____ Date: _____
- _____ Date: _____

- _____ Date: _____
- _____ Date: _____
- _____ Date: _____
- _____ Date: _____

Disposition by Board or Committee of the Board:

Board Representative's Signature: _____ Date: _____

Receipt Signature of Grievant/Association: _____ Date: _____

Position of Grievant on disposition of Formal Level 3 _____

Formal Level 4:

If the Association is not satisfied with the disposition of the grievance by the Board at Level 3, or if no disposition has been made within the period provided above, appeal may be taken to an impartial arbitrator, provided the grievance involves a violation of a provision(s) of this Agreement. Such appeal, to be effective, must be taken within fifteen (15) business days of receipt of the answer from Level 3 of the grievance. The parties agree to utilize the services of the American Arbitration Association.

Date filed for Arbitration: _____

Date of Arbitration: _____

Disposition of Arbitrator:

Signature: _____ Date: _____

**APPENDIX B
ESP II CHANGE OF STATUS FORM**

Employee Profile

Employee Name: _____ Department: _____
 Date: _____ Job Title: _____

Classification Changes

Change	Current Classification	Requested Transfer Information
Voluntary Transfer: <input type="checkbox"/>	Title/Dept: _____	Title/Dept: _____
Location: <input type="checkbox"/>	Location: _____	Location: _____
Classroom/Program: <input type="checkbox"/>	Classroom/Program: _____	Classroom/Program: _____
Other Changes: <input type="checkbox"/>	_____	

Rationale for Request

Please provide the rationale for your request:

Employee Signature

Date

Verification of Changes

Approved Denied

Comments:

Signature

Date

Appendix C

DURATION OF AGREEMENT

This Agreement shall be effective as of July, 2019, and shall continue in effect until the 30th day of June, 2022. In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this date _____

ASSOCIATION

BOARD

By _____
Co-President

By _____
President

By _____
Co-President

By _____
MEA Representative

By _____
Superintendent

Date _____

Date _____

Appendix D

****Note**

If staff are being paid over the Grid Amount, they will receive a 10 cent an hour increase for the contract year 2016-2019.

No staff will receive more than \$1.00 an hour raise each contract year until they are back on schedule with the exception of a staff changing to a higher degree category.

Steps are assigned based on years in current position plus steps granted by the Board if it is for the original position of hire. Service will be based on years with the district.

After a signed, ratified contract, staff moving from one category(Column on the Grid) to another will move to step zero of the new grid. They will not qualify for the 10 cents an hour increase or be held by the \$1.00 an hour increase.

ASC 0-12 is Assistant Coordinator with 12 or less credits.

ACC +13 is Associate coordinator with 13 or more credits.

SE/TE are Special Ed and Tech Ed aides/paraprofessionals

CC is Lead Classroom coordinator with an Associate Degree

HV is a Lead Homevisitor with an Associate Degree

CC BA/BS is a Lead Classroom Coordinator with a BA/BS degree in ECE

HV BA/BS is a Lead Home Visitor with a BA/BS degree in ECE

2019/2020 Salary Grid					2%	2020/2021 Salary Grid					2%						
Step	Aide/Parapro		Lead		Step	Aide/Parapro		Lead		Step	Aide/Parapro		Lead				
	ACC	CC	CC BA/BS	ACC		CC	CC BA/BS	ACC	CC		CC BA/BS	ACC	CC	CC BA/BS			
0	\$ 9.57	\$ 11.52	\$ 12.84	\$ 19.83	0	\$ 9.76	\$ 11.75	\$ 13.10	\$ 20.23	0	\$ 9.76	\$ 11.75	\$ 13.10	\$ 20.23			
1	\$ 10.00	\$ 11.96	\$ 13.30	\$ 20.28	1	\$ 10.20	\$ 12.20	\$ 13.57	\$ 20.69	1	\$ 10.20	\$ 12.20	\$ 13.57	\$ 20.69			
2	\$ 10.47	\$ 12.41	\$ 13.73	\$ 20.73	2	\$ 10.68	\$ 12.66	\$ 14.00	\$ 21.14	2	\$ 10.68	\$ 12.66	\$ 14.00	\$ 21.14			
3	\$ 10.58	\$ 12.53	\$ 13.86	\$ 20.84	3	\$ 10.79	\$ 12.78	\$ 14.14	\$ 21.26	3	\$ 10.79	\$ 12.78	\$ 14.14	\$ 21.26			
4	\$ 10.69	\$ 12.63	\$ 13.97	\$ 20.96	4	\$ 10.90	\$ 12.88	\$ 14.25	\$ 21.38	4	\$ 10.90	\$ 12.88	\$ 14.25	\$ 21.38			
5	\$ 10.79	\$ 12.76	\$ 14.09	\$ 21.07	5	\$ 11.01	\$ 13.02	\$ 14.37	\$ 21.49	5	\$ 11.01	\$ 13.02	\$ 14.37	\$ 21.49			
6	\$ 10.90	\$ 12.86	\$ 14.19	\$ 21.19	6	\$ 11.12	\$ 13.12	\$ 14.47	\$ 21.61	6	\$ 11.12	\$ 13.12	\$ 14.47	\$ 21.61			
7	\$ 11.02	\$ 12.97	\$ 14.29	\$ 21.29	7	\$ 11.24	\$ 13.23	\$ 14.58	\$ 21.72	7	\$ 11.24	\$ 13.23	\$ 14.58	\$ 21.72			
Service on step 9	\$ 11.14	\$ 13.10	\$ 14.41	\$ 21.40	Service on step 9	\$ 11.36	\$ 13.36	\$ 14.70	\$ 21.83	Service on step 9	\$ 11.36	\$ 13.36	\$ 14.70	\$ 21.83			
\$ 0.33	10-14	\$ 11.59	\$ 13.53	\$ 14.85	\$ 21.85	\$ 0.33	10-14	\$ 11.82	\$ 13.79	\$ 15.14	\$ 22.28	\$ 0.33	10-14	\$ 11.82	\$ 13.79	\$ 15.14	\$ 22.28
\$ 0.66	15-19	\$ 11.92	\$ 13.86	\$ 15.18	\$ 22.18	\$ 0.66	15-19	\$ 12.15	\$ 14.12	\$ 15.47	\$ 22.61	\$ 0.66	15-19	\$ 12.15	\$ 14.12	\$ 15.47	\$ 22.61
\$ 0.99	20-24	\$ 12.25	\$ 14.19	\$ 15.51	\$ 22.51	\$ 0.99	20-24	\$ 12.48	\$ 14.45	\$ 15.80	\$ 22.94	\$ 0.99	20-24	\$ 12.48	\$ 14.45	\$ 15.80	\$ 22.94
\$ 1.23	25-up	\$ 12.58	\$ 14.52	\$ 15.84	\$ 22.84	\$ 1.23	25-up	\$ 12.81	\$ 14.78	\$ 16.13	\$ 23.27	\$ 1.23	25-up	\$ 12.81	\$ 14.78	\$ 16.13	\$ 23.27

2021/2022 Salary Grid					2%						
Step	Aide/Parapro		Lead		Step	Aide/Parapro		Lead			
	ACC	CC	CC BA/BS	ACC		CC	CC BA/BS				
0	\$ 9.96	\$ 11.99	\$ 13.36	\$ 20.63	0	\$ 9.96	\$ 11.99	\$ 13.36	\$ 20.63		
1	\$ 10.40	\$ 12.44	\$ 13.84	\$ 21.10	1	\$ 10.40	\$ 12.44	\$ 13.84	\$ 21.10		
2	\$ 10.89	\$ 12.91	\$ 14.28	\$ 21.56	2	\$ 10.89	\$ 12.91	\$ 14.28	\$ 21.56		
3	\$ 11.01	\$ 13.04	\$ 14.42	\$ 21.69	3	\$ 11.01	\$ 13.04	\$ 14.42	\$ 21.69		
4	\$ 11.12	\$ 13.14	\$ 14.54	\$ 21.81	4	\$ 11.12	\$ 13.14	\$ 14.54	\$ 21.81		
5	\$ 11.23	\$ 13.28	\$ 14.66	\$ 21.92	5	\$ 11.23	\$ 13.28	\$ 14.66	\$ 21.92		
6	\$ 11.34	\$ 13.38	\$ 14.76	\$ 22.04	6	\$ 11.34	\$ 13.38	\$ 14.76	\$ 22.04		
7	\$ 11.46	\$ 13.49	\$ 14.87	\$ 22.15	7	\$ 11.46	\$ 13.49	\$ 14.87	\$ 22.15		
Service on step 9	\$ 11.59	\$ 13.63	\$ 14.99	\$ 22.27	Service on step 9	\$ 11.59	\$ 13.63	\$ 14.99	\$ 22.27		
\$ 0.33	10-14	\$ 12.05	\$ 14.06	\$ 15.44	\$ 22.72	\$ 0.33	10-14	\$ 12.05	\$ 14.06	\$ 15.44	\$ 22.72
\$ 0.66	15-19	\$ 12.38	\$ 14.39	\$ 15.77	\$ 23.05	\$ 0.66	15-19	\$ 12.38	\$ 14.39	\$ 15.77	\$ 23.05
\$ 0.99	20-24	\$ 12.71	\$ 14.72	\$ 16.10	\$ 23.38	\$ 0.99	20-24	\$ 12.71	\$ 14.72	\$ 16.10	\$ 23.38
\$ 1.23	25-up	\$ 13.04	\$ 15.05	\$ 16.43	\$ 23.71	\$ 1.23	25-up	\$ 13.04	\$ 15.05	\$ 16.43	\$ 23.71

Appendix E
Seniority List