

MASTER AGREEMENT

BETWEEN

KINGSLEY AREA SCHOOLS

AND

**MICHIGAN EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION**

(Representing Kingsley Area Schools Educational Support Personnel)

2011-2012

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ARTICLE 1 **AGREEMENT**

This Agreement is effective on the date the Agreement has been ratified by both parties and shall continue in effect until the 30th day of June, 2011 by and between the Kingsley Area Schools Board of Education, hereinafter called the "Employer," and the Michigan Education Association (representing Kingsley Area Schools Educational Support Personnel), hereinafter called "MEA" or "Association" through its local affiliate. The 2010-11 salary schedule shall be effective beginning July 1, 2010.

ARTICLE 2 **PURPOSE**

- A. This agreement is negotiated pursuant to the Public Employment Relations Act, (PERA), as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Association.
- C. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule, or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 3 **RECOGNITION**

- A. The Employer hereby recognizes the Association as the exclusive and sole bargaining agent for the purposes of collective bargaining pursuant to the Public Employment Relations Act (PERA), as amended. Said organization is the exclusive representative of all the Employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all personnel who are within the bargaining unit, described and defined as:

All full-time and regular part-time Custodian/Maintenance, Food Service Staff, Secretaries, Bus Drivers, and Para Professionals of the Kingsley Area Schools, excluding confidential Employees (Central Office Employees), Supervisors, substitutes, and other part-time Employees and all other Employees of the Kingsley Area Schools.

- B. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.

ARTICLE 4
EXTENT OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Employer and an individual Employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.

ARTICLE 5
STRIKES-LOCKOUTS

- A. The Association and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any Employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system for the duration of this Agreement.
- B. Lockout: The Employer agrees that it will not lock out any Employee during the term of this Agreement.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1 Definition

A grievance shall be defined as a claim or complaint by an Employee or group of Employees or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

- A. Written grievances as required herein shall contain all information as required on Appendix A - Grievance Form. Any written grievance not in accordance with the above requirements may be rejected as improper.
- B. The following matter shall not be the basis of a grievance filed under the procedure outlined in this Article:

The termination of services or failure to reemploy any probationary Employee unless the basis for discharge is due to legal Association activities.

Section 2 Hearing Levels

Informal Level: When a cause for complaint occurs, the affected Employee(s) shall within fifteen (15) business days of the alleged contract violation request a meeting with his/her immediate Supervisor in an effort to resolve the complaint. The Association MUST be notified and a representative thereof present with the Employee at such meeting. If the Employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

Formal Level 1: If a complaint is not resolved in a conference between the affected Employee(s) and his/her immediate Supervisor, the complaint may be formalized as a grievance. It shall be submitted, in writing, within five (5) days of the meeting with the Supervisor and the Employee. A copy of the grievance shall be sent to the Association and the immediate Supervisor. The immediate Supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the president or designee.

Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Level 1, the grievance shall, within five (5) days after the meeting with the immediate Supervisor, be transmitted to the Superintendent or designee. Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Association and the grievant(s) on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Association and the grievant(s).

Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Level 2 by the Superintendent or designee, or if no disposition has been made within the period above provided, the Association may, within five (5) days after the receipt of the written decision at Formal Level 2 (or within five (5) days of the deadline for receiving the written decision), submit the grievance to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, not later than its next regular meeting or within ten (10) days, whichever shall be later, will hold a hearing on the grievance. The Board shall allow the Association an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from hearing the grievance, the Board shall render its decision in writing. A copy of the written decision of the Board shall be forwarded to the President of the Association.

Formal Level 4: If the Association is not satisfied with the disposition of the grievance at Formal Level 3 by Board of Education, or if no disposition has been made within the period above provided, the Association may, within ten (10) days after the receipt of the written decision at Formal Level 3 (or within ten (10) days of the deadline for receiving the written decision), submit the grievance to arbitration before an impartial arbitrator, and concurrently provide written notice to the Employer that the matter will be submitted to arbitration. If the Employer is not given notice within these time lines, the Association forfeits the right to arbitration. The Association and the Employer agree to attempt to mutually select an arbitrator. If the Association and the Employer are unable to mutually select an arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.

Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. Powers of the arbitrator are subject to the following limitations:

- A. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- B. The arbitrator shall have no power to change established salary schedules, but may rule on the proper placement of persons on the established salary schedule.
- C. The arbitrator shall have no power to change any practice, policy, or rule of the Employer.
- D. The arbitrator shall have no power to interpret state or federal law.
- E. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
- F. The arbitrator shall have no power to order punitive damages.

Section 3 Miscellaneous

- A. The term "days" when used in this Article shall mean weekdays, exclusive of Saturdays, Sundays, and days when central administration and business offices are closed. Time limits provided in this article shall be strictly observed but may be extended by mutual written agreement.
- B. For the purpose of assisting an Employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Employer shall permit an Employee and/or an Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the Employee or any issue in the proceeding in question as required by law, except as excluded by law. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- C. Grievance discussions and hearings will be held at times which will not conflict with paid work time of Employees involved. Therefore, there will be no pay to bargaining unit Employees for time utilized in the grievance procedure. Notwithstanding the foregoing, the Employer and the Association may, by mutual agreement, schedule such proceedings during times when Employees would normally be working for the Employer. In such cases, Employees involved in the grievance procedure during those times would do so without loss of regular pay.
- D. Should an Employee fail to institute a grievance within the time limits specified, the grievance will not be processed. It is understood that the arbitrator shall have no authority to waive said time limits. In the event the Employer fails to respond to a

grievance within the time limits specified, said grievance shall be deemed denied and subject to timely advancement to the next step of the grievance procedure

- E. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses and/or legal fees.
- F. Any matter involving content of Employee evaluation shall not be subject to this grievance procedure. However the effected employee may submit a rebuttal to elements of the evaluation that s/he disputes. The rebuttal shall be included in their personnel file as an attachment to the evaluation.
- G. The settlement of a grievance in any case shall not be made retroactive for any period prior to thirty (30) days before the date the grievance was first presented in writing to the Employer, or thirty (30) days before the date when the grievant(s) knew or should have known of the alleged violation of the contract , whichever is earlier.

ARTICLE 7

ASSOCIATION RIGHTS AND SECURITY

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

Section 1 Special Conferences

Special conferences for important matters will be mutually arranged between the Association President and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two (2) representatives of the Association and two (2) representatives of the Employer.

Section 2 Bulletin Boards and School Mails

The Association shall be provided with a bulletin board in the bus garage and one in the school lounge for the purpose of posting Association materials. Materials shall not be slanderous or malicious. The Association shall also have the right to use the school mails to distribute Association materials.

Section 3 Use of Facilities and Equipment

The Association will be allowed to use school facilities for meetings upon request to and approval of the Superintendent. The Association will be allowed to use school equipment, including typewriters, computers, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incidental to such use and shall be responsible for proper operation of all such equipment.

Section 4 State and National Association Representatives

Duly authorized representatives of the Association shall be permitted to transact legal, official Association business on school property before 7:00 a.m. and after 3:30 p.m. provided this shall not interfere with or interrupt the Employees normal work schedule. Any deviation from the above must be approved by the Superintendent.

Section 5 Association Representation

Employees who require or request Association representation shall be represented by Association Stewards, or in the absence of the regular Steward, by an alternate Steward. Both Stewards and Alternate Stewards shall be regular Employees of the bargaining unit. The Association shall furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment.

Section 6 Association Leave

The Employer shall allow, at loss of pay, ten (10) hours per month of released time for the handling of Association business as deemed appropriate by the Association President. When the Association meeting is held at the school, the afternoon Custodians will be allowed a maximum of two (2) hours per month to attend an Association meeting and will be allowed to make up the lost time so long as the Supervisor has been notified and no emergency exists.

Section 7 Requested Information

The Employer agrees to furnish to the Association, in response to reasonable requests, all available information which may be necessary for the Association to represent its members under the following conditions:

- A. The Employer has such information available or is in possession before the obligation arises.
- B. The Employer retains the right to limit or deny information or to otherwise maintain the privacy of Employees, students, or others that may exist in such documents.
- C. The Employer shall not be obligated to produce requested materials in a format that is different from the format the materials are retained in by the Employer.

Section 8 Official Association Business

The Employer agrees to grant three days per year with pay to Association Employees to participate in official Association business. The cost of the substitutes shall be paid by the Association. Arrangements for Association leave must be made no less than ten days in advance with the Employee's Supervisor. No more than three Employees may be gone at any one time.

ARTICLE 8
PAYROLL DEDUCTIONS

- A. Beginning with the commencement of the 1998-99 school year for Employees, each new bargaining unit member shall, as a condition of employment: (1) On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association; or (2) pay a Service Fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association under the procedures specified below. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the first pay of the month paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments, and contributions in the Association as established by the Association. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, assessments, and contributions from the regular salary check of the bargaining unit member each first pay of the month for ten (10) months beginning in September and ending in June each year. Such dues shall be forwarded to the Association no later than (20) twenty days after the deductions were made.
- C. The procedure in all cases of non-payment of the service fee shall be as follows:
1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event compliance is not effected.
 2. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Association may request the Employer to make such deduction pursuant to Paragraph A above.
 3. The Employer, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same.

- D. Pursuant to Chicago Teachers' Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive (unless a court of competent jurisdiction rules otherwise) and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- E. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- F. The Association will certify at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction for professional fees or service fees, the amount of said professional fees and the amount of service fee to be deducted by the Employer.
- G. The Association shall indemnify and save the Employer harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member whose wages have been subject to involuntary deduction under this Article. If a court having competent jurisdiction over the area of Kingsley Area School rules the indemnification or save harmless provisions to be unenforceable, the obligation to collect involuntary deductions for service fees as outlined in Section A shall cease.
- H. This Article shall be effective for each school year of this Agreement, and all sums payable hereunder shall be determined from the beginning of each school year. Persons becoming members of the collective bargaining unit during the course of a school year shall have their Service Fees/dues prorated over the school year.
- I. The Association will certify, at least annually to the Employer, the amount of said dues and the amount of the Service Fee to be deducted by the Employer, and that said Service Fee/dues includes only those amounts permitted by the Agreement and by law.

- J. The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Association for the purpose of payroll deduction of dues, so long as the Employer is in compliance with the Article.
- K. The Employer shall make payroll deductions upon written authorization from Employees for annuities, United Way donations, credit unions, savings bonds, or any other legal plan or programs jointly approved by the Association and the Employer.
- L. All credit union deductions (except for credit union annuities) made from Bargaining Unit Member's paychecks shall be mailed to their designated accounts on the same date the Bargaining Unit Member's paycheck is issued. Credit union annuities shall be mailed or transferred pursuant to any agreement between the Employer and the credit union (generally monthly).

ARTICLE 9 **BARGAINING UNIT WORK**

The Kingsley Area Schools Board of Education's intent is to use KESPA employees for bargaining unit work when financially feasible, and KESPA staff is qualified, and/or available for said work.

ARTICLE 10 **WAIVER**

THIS AGREEMENT SHALL CONSTITUTE A BINDING OBLIGATION OF BOTH THE EMPLOYER AND THE UNION AND FOR THE DURATION HEREOF MAY BE ALTERED, CHANGED, ADDED TO, DELETED FROM, OR MODIFIED ONLY THROUGH THE VOLUNTARY, MUTUAL CONSENT OF THESE PARTIES IN WRITTEN AND SIGNED AMENDMENT TO THIS AGREEMENT. If any provisions of the Agreement or any application of the Agreement to any Employee or group of Employees shall be found contrary to law, then such provisions or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE 11
EMPLOYEE RIGHTS AND PROTECTION

A. Non-Discrimination

1. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every Employee shall have the right freely to organize, join, not join, and support or not support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the constitutions of Michigan and the United States of America; that it will not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in or non-membership in the Association; his/her participation in or non-participation in any activities of the Association or collective negotiations with the Employer, his/her institution of or non-institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. Further, as the exclusive representative of bargaining unit members, exercising power under color of law of the State of Michigan, the Association undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by any Act or other Laws of Michigan, or the constitutions of Michigan and the United States of America; that it will not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Association; his/her participation in any or non-participation in the activities of the Association or collective negotiations with the Employer, his/her institution of or non-institution of any grievance, complaint, or proceeding under this Agreement, nor otherwise discriminate against a bargaining unit member with respect to representing bargaining unit members under the terms and conditions of this contract or in representing Employees as the exclusive representative of bargaining unit members covered by this agreement.
2. Nothing contained within this Agreement shall be construed to deny or restrict to any Employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations.
3. The Employer agrees that it will in no way discriminate against or between Employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, legal political activities, place of residence, or handicap.

B. Just Cause and Discipline

1. No Employee who has completed his/her probationary period will be disciplined or discharged without just cause. The specific grounds forming the basis for disciplinary action will be made available to the Employee and the Association in writing.

2. Should it appear that disciplinary action of any nature may occur at a given meeting, the Employee shall be advised immediately. An Employee shall be entitled to have present an Association Representative of his/her choice during any meeting at which disciplinary action occurs. When a request for such representation is made, no action shall be taken with respect to the Employee until such Association Representative is present. When such representation is requested, arrangements for representation shall be arranged and a meeting held as soon as reasonably possible. This does not preclude any Employee from having representation at any meeting he/she so chooses.

C. Files and Records

1. Upon request, an Employee will have the right to review the contents of all records (excluding initial references) of the District pertaining to said Employee originating after initial employment and to have a representative of the Association accompany him/her in such review.
2. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an Employee's personnel file unless the Employee has been given a copy of the material prior to its insertion into the employee's file.
3. Complaints against the Employee of a serious nature shall be put in writing with names of the complainants (except as by prohibited by law or a court of competent jurisdiction) and administrative action taken. The Employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the Employee is required to sign the material to be placed in his/her file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
4. In the event that the District receives a Freedom of Information Act (FOIA) request for information in a Bargaining Unit Member's personnel file, the District shall immediately notify the affected Bargaining Unit Member and the Association. The District shall allow the affected Bargaining Unit Member an opportunity to review as well as attach a response to any disputed information being released. The District will cooperate to the fullest extent of the law wherever possible including expunging or withholding material which is not legally disclosable.

D. Assaults

1. Employees are responsible for the control and discipline of students in such places, or at such times that the students may be under the jurisdiction of the Employee. Any assault upon an Employee shall be promptly reported to the Employee's immediate Supervisor. Employer recognizes its responsibility to give reasonable support and assistance to the Employees with respect to control, discipline and assaults.

2. IN ADDITION TO THE ABOVE THE KINGSLEY AREA SCHOOLS ADMINISTRATIVE GUIDELINE **4362A – REPORTING THREATENING BEHAVIORS** SHALL ALSO APPLY. Also, per Michigan Compiled Law 380.1311a, If a pupil enrolled in grade 6 or above commits a physical assault at school against a person employed by or engaged as a volunteer or contractor by the school board and the physical assault is reported to the school board, school district superintendent, or building principal by the victim or, if the victim is unable to report the assault, by another person on the victim's behalf, then the school board, or the designee of the school board as described in section 1311(1) on behalf of the school board, shall expel the pupil from the school district permanently, subject to possible reinstatement under subsection (5). A district superintendent or building principal who receives a report described in this subsection shall forward the report to the school board. If a pupil enrolled in grade 6 or above commits a verbal assault, as defined by school board policy, at school against a person employed by or engaged as a volunteer or contractor by the school board and the verbal assault is reported to the school board, school district superintendent, or building principal by the victim or, if the victim is unable to report the verbal assault, by another person on the victim's behalf, or if a pupil enrolled in grade 6 or above makes a bomb threat or similar threat directed at a school building, other school property, or a school-related event, then the school board, or the designee of the school board as described in section 1311(1) on behalf of the school board, shall suspend or expel the pupil from the school district for a period of time as determined in the discretion of the school board or its designee. A district superintendent or building principal who receives a report described in this subsection shall forward the report to the school board. Notwithstanding section 1147, a school district is not required to allow an individual expelled from another school district under this subsection to attend school in the school district during the expulsion.

ARTICLE 12
WORK YEAR, WORK WEEK, WORK DAY

- A. The normal work year, hours and week are stated in Appendix B. These hours are not a guarantee and may be reduced by the Board for good reason. The Employer has the right to set the length of year, week, and day to comply with state and federal mandates. The hours per day may vary with position; however, an Employee's normal work day will be scheduled by the Employer. Daily starting and ending times shall be established by the Employer. Employees shall be notified of the hours, starting and ending time, and location of their tentative assignment no later than two weeks prior to the start of the student school year. Should a shift change be required Employees shall be given a thirty (30) day notice, or more when possible, of the change. Work schedules may be adjusted to the day shift when school is not in session. The Employer reserves the right to change the work hours during any given day to accommodate the schedule of the students' hours. If the employer installs time clocks for documentation of member's work hours, both parties will meet and

mutually agree upon methods of implementation/utilization. If the agreement is not reached prior to the printing of this contract then a letter of agreement shall be drafted and signed.

- B. The normal work week for Employees is Monday through Friday with the exception of the custodial classification.
- C. The normal work day for all Employees working over five (5) hours shall include a duty-free uninterrupted lunch hour of thirty (30) minutes duration. Said lunch hour shall not count as paid time. However, Food Service shall receive a paid duty-free thirty (30) minute lunch hour.
- D. All Employees working seven (7) hours or more per day shall be entitled to two (2) fifteen (15) minute relief periods per day. Employees working three and one-half (3 1/2) hours or more per day but less than seven (7) hours shall be entitled to one (1) fifteen (15) minute relief period per day. Employees working overtime will be entitled to an additional fifteen (15) minute relief period for each additional three (3) hours worked daily.
- E. Overtime:
 - 1. An overtime or extra trip chart will be posted within each department with the affected Employees listed by order of seniority. Overtime or extra trip opportunities will then be offered to each Employee in rotation according to listing on the chart. Each Employee has the responsibility to mark on the chart his/her acceptance or rejection of each overtime or extra trip opportunity as it comes to them. If all Employees within the affected department refuse the overtime or extra trip, the least senior Employee who is qualified to perform the work may then be required by the Employer to perform the overtime or extra trip work. With respect to mandatory overtime-in all cases work would be offered to qualified substitutes prior to having to resort to forced overtime conditions upon regular staff.
 - 2. All overtime and extra trips must be authorized in writing by the supervisor with a minimum of twenty-four (24) hours' notice, except for an emergency. In the case of a cancellation, a Bus Driver will be given the earliest possible notification. If it is determined that a driver misses their regular run because of late notification, defined as 2 hours or less, they will be paid for their regular run.
 - 3. Drivers may not sign up for an extra trip if the total of extra hours and their normal work hours (during that entire week) will exceed a total forty (40) hours. Postings for extra trips will list the estimated work hours required for each trip and drivers may bid on extra trips provided the combined total of extra trip hours and normal hours do not exceed forty (40) hours. The only exception is written prior approval from the Transportation Supervisor.
 - 4. Bus Drivers who have annually notified their immediate supervisor in writing of their interest shall have an opportunity to be placed as a first-call substitute on runs other than regular a.m. and p.m. routes as long as the substitute job does not interfere with their regular employment assignment and as long as they accept the obligation to substitute when called, unless they have prior plans which cannot be

changed, or to do so would cause them to work more than forty (40) hours in a week. When more than one (1) regular driver is available as a first-call substitute, the subbing assignments shall be rotated as equitably as possible, by seniority, among them. Separate rotation lists shall be made for a.m. trips, noon trips, and p.m. trips. Notification for substitutes which the Supervisor receives less than one and one-half (1 1/2) hours before the run are excluded from the requirement to call a regular driver.

5. Each school kitchen staff will be responsible for the preparing, serving, and cleanup for any Employer authorized parent conference staff dinners within its building. Each employee within the building's food service department shall, on a rotation basis, share these responsibilities.
 - F. All Employees shall be granted a ten (10) minute period prior to the end of the regular work shift in which to put away equipment and supplies and for the purpose of personal clean up. Bus Drivers shall be granted thirty (30) minutes per day: fifteen (15) minutes for safety checks and warm-up; fifteen (15) minutes for cleaning. The thirty (30) minutes per day will be included within the time for which drivers are paid. The minimum of all bus runs shall be one and three fourths hours (1.75 hours), including the pre-trip and cleaning periods. Longer regular and special education runs shall be paid by the actual driving time plus the fifteen (15) minute pre-check/clean-up time.
 - G. With the exception of full-time Custodial/Maintenance personnel, Employees shall not be required to report to their job assignments when schools are closed to students due to inclement weather, or when otherwise prevented by an Act of God, and shall suffer no loss of salary.
 - H. Custodial/Maintenance Employees shall report to work as soon as it is safe and they are able on inclement weather days and will work up to six hours but will receive a full day's pay. If the school day is shortened due to an Act of God, Employees (other than full-time Custodians) will be allowed to leave the building within thirty (30) minutes of student dismissal and will receive their usual day's pay.
 - I. Any student instruction days lost due to "Act of God" (snow, ice, fog, epidemic, etc.) will be rescheduled if required by State Statute. In such case, the Employee will receive no additional compensation for working on the rescheduled days.
 - J. Cooks and Kitchen help shall work six (6) or more hours in advance of the regular school year for clean-up purposes.
 - K. Instructional paraprofessional staff members may be requested to work the day before the start of the regular school year and the day after the end of the school year. If authorized by administration, these Bargaining Unit Members shall be paid for these days. Any additional scheduled days will be by mutual agreement of the Administration and the individual paraprofessionals.

- L. The Employer and the Association agree that in the interest of maintaining student safety that it is necessary to adequately staff elementary and middle school recess periods. If two employees are not scheduled for a recess period, a reliable method of contacting the office will be provided the Employee by the Employer.
- M. Secretarial staff will be scheduled with sufficient time prior to the commencement of the school year for them to check in and distribute classroom and office supplies that arrive in the District over the summer recess. It is understood and agreed to by the parties that all secretaries do not necessarily have to have the same number of scheduled work days and that the current schedule may work very well in some offices. Any additional scheduled days will be by mutual agreement of the administration and the individual secretaries.

ARTICLE 13 **WORKING CONDITIONS**

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. (This shall be in conformance with OSHA, MOISHA, etc.)
- B. The Employer shall reimburse the Employee up to twenty dollars (\$20.00) for the loss, damage, or destruction of personal property covered by the Employer's Liability Insurance Policy when the loss, damage, or destruction can be proven not to be the result of Employee's negligence.
- C. The Employee shall be informed in writing of the procedure to follow in the absence of his/her immediate Supervisor.
- D. An Employee required to administer first aid and/or administer medication shall be given a written procedure to follow. If an Employee is required to provide a related medical service, the Employer will be responsible to provide the Employee with proper training (and supplies) in the procedure. The Employer will obtain written permission from the student's parent authorizing this service.
- E. The Employer agrees to hold the Bargaining Unit Member harmless from any liability incurred in the transportation of Special Education Students to and from school and school related activities when proper care and absence of negligence has been shown.
- F. The Employer shall continue to maintain adequate rest areas, lounges, and restrooms for Employee use.
- G. An Employee shall be responsible to only one (1) Supervisor per department. Said Supervisor to be designated by the Employer at the beginning of each school year with written notification provided to each Employee. Work directions may be given by administrators other than the immediate Supervisor.

- H. In the event no school medical personnel are employed by the District, Employees may be required to administer medication to pupils only when the following conditions are met:
1. The parents or legal guardians have given prior written approval for the administration of the medication by non-medical personnel;
 2. The aforementioned permission is accompanied by written instruction from the attending physician or pharmacist;
 3. Medication is given by an adult in front of or taken in front of a second adult witness;
 4. The necessary equipment and supplies are provided;
 5. Prior training and/or written instruction is/are provided by the parents or legal guardians with regard to medication protocol, equipment and procedures;
 6. The medication, in a current container, and necessary equipment is delivered to the school site by the parents or legal guardians;
 7. A dispensation log is maintained by the individual who dispenses the medication;
 8. All medications to be dispensed (by the assigned person who is responsible for dispensing the medication), will be stored at the work site in an Employer's lockable file, room, or cabinet.
- I. The Employer shall indemnify and save harmless from any liability Employees who administer medication to pupils under prescribed methods and dosages when directed to do so by school supervisory personnel.
- J. The Association agrees that the District may install cameras in school buses for the sole purpose of helping to improve student behavior and accordingly, student safety on district buses.
- K. The District agrees that the tapes made by these cameras is for the purpose of recording student behavior and will not normally be used in driver discipline, with the exception of physical or sexual abuse. Drivers will be informed when cameras are to be used on their respective buses.
- L. The parties agree that the driver will not be responsible for the tape, or its quality, or its existence. The District further agrees that the placement of the cameras on the buses will not be the responsibility of the driver.
- M. The parties agree that the sole purpose of this installation is to make the school district's transportation safer and more pleasant for the students and drivers.

ARTICLE 14
VACANCIES, TRANSFERS, AND PROMOTIONS

A. Definitions:

1. A vacancy shall be defined as any bargaining unit position either newly created or a present position that is open (not a temporary vacancy) and must be filled.
2. Temporary vacancy is addressed in Appendix C at the end of this document.
3. A summer or break period vacancy is a position which is available only during the summer months or a scheduled break period during the school year, and is not subject to the bargained pay rate and fringe benefit schedule. Bargaining Unit Members filling these vacancies will receive at least their current hourly rate.

B. All vacancies shall be posted in accordance to the procedure included herein:

1. Administration shall post vacancies at an agreed upon area at each work location. Copies of each posting shall be forwarded to the Association President or designee for a minimum of five (5) workdays before the application deadline. The locations are to be: the teachers' lounge bulletin board of each building, the bulletin board in the bus driver's lounge, the administration building, and one copy will be given to the union president or designee.
2. Vacancies shall be posted a minimum of ten (10) workdays during the school year before the application deadline. When school is not in session, the Employer shall mail/email vacancy postings to the Association President or designee and Association Stewards.
3. Posting Shall Contain the Following Information:
 - a. Type of Work
 - b. Location of Work
 - c. Starting Date
 - d. Rate of Pay
 - e. Hours to be Worked
 - f. Classification(s)
 - g. Qualifications
 - h. Supervisor
 - i. Deadline for Application
 - j. Ending Date for Position if Temporary
4. All summer and/or break period positions financed by the Employer shall be posted to Bargaining Unit Members prior to being posted outside the Bargaining Unit. The rate of pay for these positions shall be as established by the Employer. First priority in filling these positions shall be given by seniority

to members of the classification where the work exists. Second priority shall be by seniority to Bargaining Unit Members outside the classification. If the position is not filled in this manner, persons outside the Bargaining Unit will be sought.

- C. Vacancies may be withdrawn at any time prior to the listed deadline for application.
- D. Vacancies shall be filled with the most senior applicant who applies from within the affected classification. If no one from the same classification applies for a vacancy, the vacancy shall be filled with the most-senior applicant from within the department providing the applicant is qualified. Employees from other departments may apply and will have seniority rights over non-bargaining unit members if they are equally qualified under the criteria set by the Employer. The Employer has the right to set the qualifications in the job description. Should it become necessary to change the job description for a classification the Employer shall solicit input from the Association before making the changes. The following departments and classifications shall exist:

Departments

Food Service

Secretarial

Custodial/Maintenance

Transportation

Paraprofessional

Classifications

Cook/Team Leader

Kitchen Help

Food Service Computer Coordinator

Secretary

Custodial

Custodial/Maintenance

Bus Driver

Non-Instructional Para Pro

Instructional Para Pro

Certified Instructional Para Pro

Media Center Para Pro

Preschool Para Pro

Bus Para Pro

Bus Para-pro / CDL / Crisis Trained

- E. Within ten (10) workdays after the deadline for application, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant and the Association President shall be so notified in writing.
- F. In the event of promotion in the department (departments are noted in Appendix B; Example: Food Service) or transfer from one department to another or recall from layoff, the Employee shall be given up to a ninety (90) work day trial period in which to demonstrate his/her ability to perform on the new job. If the promotion or transfer is within the same department, the Employee shall not suffer any loss in step on the salary schedule. During this trial period the Employer has the right to return the Employee to his/her previous position. A performance conference between the Supervisor and the Employee will be held within forty-five (45) work days. If the Employee does exercise his/her right to return to the previous position, he/she cannot apply for a different position within the same classification for a period of one (1) year unless on layoff at the time of application.

- G. Any Employee asked by a Supervisor to temporarily assume the duties of another bargaining unit Employee within the same department will be paid the rate for those duties. Such authorization must be in writing and signed by the Supervisor. Any Employee's pay rate shall not be reduced by any temporary change in duties or because of any involuntary transfer. If the employee has all the qualifications necessary to substitute for a position in another department, they will be paid that position's wage. An Employee who is asked (in writing) and agrees to substitute in the absence of a Supervisor for a full day or more shall be paid for that assignment at a rate of fifty (\$0.50) cents an hour more than that Bargaining Unit Employee's regular hourly wage. If said assignment for a Supervisor continues for more than five consecutive work days, then, beginning with the sixth consecutive work day, the employee will be paid at the same rate as the Supervisor for whom the Employee is substituting.
- H. Substitutes for positions shall be considered from the bargaining unit for each opening providing the Unit Member meets qualifications for the substitute vacancy, and the extra time would not require the Employee to work more than forty hours in a week. Employees who are scheduled to work seven (7) or more hours per day may not request to leave their normal work schedule to substitute, however they may substitute to the extent that they can acquire up to forty (40) hours in one week. Bargaining Unit members shall indicate in writing to the Supervisor each September their willingness and availability to substitute in a particular area (for bus drivers, such notification is to occur within one week after bus routes have been bid). A Bargaining Unit Member may not substitute if the job interferes with his or her regular employment responsibilities unless given permission to do so by his or her Supervisor. Individuals shall be allowed to add (or delete) their names to / from the list at any point in the year, with the understanding that the late adds will be placed at the end of the list at the time that they indicate that they are available (on a rotating list, such an addition may result in a new list that does not mirror normal seniority rotation). This information should be submitted to the administration office.

ARTICLE 15

SENIORITY

- A. Bargaining Unit Members shall have District-wide and departmental (departments are noted in Appendix B; Example: Food Service) seniority. District-wide seniority shall be from the last date of hire with the Employer as a member of the bargaining unit. Departmental seniority shall reflect all days worked in any department within the bargaining unit. In the event that more than one (1) individual has the same starting date of work either within the District or within a department, position on the seniority list shall be determined by casting lots. Casting of lots shall take place for Employees so affected upon ratification of this contract, and thereafter as Employees are hired.
- B. Bus drivers, who on a scheduled basis drive one (1) run or ½ a route per day, shall earn one-half (1/2) day of departmental seniority credit for each day worked. This method of seniority credit calculation shall be effective with the start of the 2005-06 school year and seniority credit earned prior to that time shall not be recalculated.

- C. New Employees hired in the unit shall be considered as probationary Employees for the first sixty (60) working days of their employment. Probationary Employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. The Employer shall have the right to discharge probationary Employees and the action is not subject to appeal or grievance as long as the discharge was not for legal Association activities.
- D. For the purpose of seniority, Employees shall be placed in one (1) of the following departments based on their current assignments but reflecting Section A above (i.e., first working day in the District). Employees who hold positions in more than one (1) department shall have their seniority computed per department.
1. Custodial/Maintenance
 2. Secretarial
 3. Food Service
 4. Para Professional
 5. Transportation
- E. The Employer shall prepare the seniority list and provide two (2) copies to the Association President or designee. The initial seniority list shall be prepared annually on October 1 of this Agreement furnishing a copy to the Association President as it is completed.
- F. Any Employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may, at the option of the Employer, be employed at other work on a job he/she can do without regard to any seniority provisions of this Agreement provided said person's placement does not result in job loss or pay / hours reduction for another association member.
- G. An Employee who transfers to a non-bargaining unit position at a date following ratification of this contract, retains the seniority that he/she has earned as a member of the bargaining unit, up to two (2) years maximum seniority, and cannot apply this seniority to "bump" another bargaining unit member.
- H. Seniority shall be lost due to the following reasons:
1. Termination for just cause
 2. Resignation
 3. Retirement
 4. Failure to return to work within three (3) work days of the expiration of a leave of absence unless given an acceptable reason as determined by the Superintendent.
 5. Absence from work for three (3) consecutive working days without notification (unless unusual circumstances prevent such notification).
 6. Failure to return to work within five (5) working days of receiving a recall notice unless giving an acceptable reason as determined by the Superintendent.
 7. Continuous lay-off in excess of thirty (30) months

ARTICLE 16
REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. Layoff shall be defined as a reduction in the work force and/or a reduction in hours.
- B. No Employee shall be laid-off pursuant to a reduction in work force unless said Employee shall have been notified of said layoff at least fourteen (14) calendar days prior to the effective date of the layoff.
- C. In the event of a reduction in work force, the Employer shall first lay off probationary Employees, then the least senioried Employees. In no case shall a new Employee be employed by the Employer while there are laid off Employees who are qualified for a vacant or newly-created position.
- D. In the event of a reduction in the work hours for any Employee, that Employee may claim seniority over another Employee within his/her classification for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification seniority. In no case shall a reduction of any Employee's work hours take effect until the Employer gives five (5) work days' notice to the affected Employee(s) and the Association President. An employee who, as a result of the elimination of a position finds no position remaining on the list for bumping within his / her classification, s/he has the right to displace the least senioried employee in another job classification covered by this agreement, providing the employee is qualified and has more seniority than the displaced employee.
- E. Employees shall be recalled in inverse order of seniority to any position for which they are qualified, and shall be granted a trial period per Article 14, Section F - Vacancies, Transfers, Promotions.
- F. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the Employee is to report back to work. It shall be the Employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled Employee shall be given at least ten (10) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled Employee can report for work providing the Employee reports within the ten (10) day period. Employees recalled to work for which they are qualified are obligated to take said work. An Employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.
- G. Employees on layoff shall retain their seniority for purpose of recall for a period of thirty (30) months, but shall have their seniority frozen while on layoff.

ARTICLE 17
WORK DUTIES AND COMPENSATION

- A. Double time will be paid for all hours worked on Sundays or a holiday.
- B. Definition of a regular route and run:
1. A regular route is generally defined as the a.m. and p.m. portion of a run to or from school. A route may also include a trip to or from Kingsley Area Schools, TBAISD Center Based programs, St. Mary's of Hannah, the TBAISD Career Tech Center, and / or other student based placements.
 2. A run shall be defined as a regularly scheduled trip from one building or program to another building or program.
- C. Extra trips will be computed portal to portal, except for overnight trips with an additional twenty (20) minutes for pre-check and cleaning on runs that do not immediately precede or follow a regular run. Overnight trips will include eight (8) hours of unpaid sleeping unless the driver is required to drive before the eight (8) hour sleeping period is over. Drivers will be paid on the following schedule:

	Hourly Rate
2011-12	\$ 13.34

** If a driver is unable to drive a regularly scheduled route as a result of accepting an "extra run" s/he shall be compensated at their regular route rate of pay for the number of hours that they would have been driving their regularly scheduled route. The balance of time spent on the extra run will be paid at the appropriate rate listed above.

- D. Extra trips will be posted and assigned by rotation to regular drivers. If a regular driver does not sign up for a trip, a substitute driver may be used, or it will be assigned to the least senior driver on a rotating basis. Regular drivers with only one run per day and substitute drivers will not be assigned to extra trips unless drivers as described in the preceding sentence are unable, choose not to take the extra trip, or if such regular driver who might otherwise take the trip would have worked more than forty hours in a week.
- E. If a driver shows up for an extra trip and the extra trip is canceled, he/she shall receive the above-mentioned minimum rate if he/she is unable to take his/her regular run on that day. In order to help minimize the use of substitute drivers, drivers are expected to check in with the Transportation Supervisor on days when weather threatens whether or not an extra trip will be taken.
- F. All routes and runs will be bid, based upon seniority, five to ten days prior to the beginning of the school year. All routes and runs will be paid actual driving time plus fifteen (15) minutes pre-trip or clean-up. The minimum route time shall be one hour and forty-five minutes (1.75 hours) including pre-trip and cleaning. Once a route has been awarded it shall be retained for the entire school year unless it is eliminated.

- G. Ten cents (\$.10) per hour premium is paid for the afternoon Custodial shift. Individuals regularly assigned the afternoon Custodial shift shall be paid the ten (\$.10) cents per hour premium on a year round basis until assigned to a regular non-afternoon Custodial shift on a regular basis. One day custodian from each of three buildings will be paid a ten cent (\$.10) per hour differential for providing other custodians the communication and direction needed as directed by the supervisor.
- H. Time and one-half (1 1/2) will be paid for all hours worked over forty (40) hours in one (1) week. For calculating the number of hours in a week, a "week" is defined as Sunday 12:01 A.M. through Saturday midnight.
- I. The Employer shall reimburse Bus Drivers for the cost of the Driver's chauffeur's license and CDL license. Reimbursement for CDL will be made for new drivers after they have successfully completed one hundred sixty (160) days of employment for the Employer.
- J. The increment or step shall be an increase in salary applicable on July 1st of each year, with ALL employees beginning this change on July 1, 2011. This shall in no way affect seniority nor make the employees hire date July 1st and the Employer will not use July 1st as the date for calculating seniority if it is not the actual start date of employment.
- K. The wages or salary shall be paid biweekly on such calendar dates as are established by the Employer.
- L. Bargaining Unit Members who assist in the transportation department for the preparation of buses for inspection, and/or as an assistant to the Bus Mechanic, or to train new bus drivers shall be paid at the rates listed below. Training new bus drivers shall be completed as recommended by the Department of Transportation. After 12 hours of training the trainer will discuss the progress of trainees with the transportation supervisor.

	Transportation Assistance	New Driver Training
2011-12	\$ 10.11	\$ 13.60

- M. Drivers will be paid at the extra trip hourly rate for time spent making route maps and test runs for the Employer as authorized in writing by the Transportation Supervisor.
- N. A driver will be paid one hour a week at Transportation Assistance wage to organize and implement the extra trip rotation board.
- O. The Employer will pay the cost of registration in workshops, seminars, or classes required or authorized by supervision. Employees, with the exception of bus drivers, will be paid at their regular hourly rate for the time spent in an administrative-authorized class, seminar or training session. Bus drivers will be paid at the extra trip rate for attendance at these training activities.

ARTICLE 18
HEALTH INSURANCE

- A. Health Insurance: For those Employees whose regularly assigned daily work hours are seven (7) or more per day, the Employer shall pay the full cost for the full family health care package for a twelve (12) month period. The Board agrees to provide Priority POSA (Point of Service Product) Preferred Benefit 100% Plan. Insurance for the employee, employee's spouse and children will be in accordance to Federal and State law. When both husband and wife are school employees and would be eligible for full family insurance under Paragraph "A" of Article 18, the Employer will be responsible for providing coverage to both through only one of the individuals. The other individual will be eligible for "cash in lieu of insurance" as outlined in Paragraph "C" of Article 18. In such case, the husband and wife will inform the Employer as to which individual will carry insurance coverage, and which will be eligible for "cash in lieu of insurance".
1. The Employer will provide \$10,000 life insurance, plus AD & D, per Employee.
 2. The Employer will provide LTD (2/3 pay after 120 days) for all Employees who work a minimum of 2 1/2 hours per day. This coverage can be found on the Business Services link located on the school website.
 3. The Employer will provide a selective option package the same as the Kingsley Federation of Teachers (KFT)), unless otherwise mutually agreed by the parties.
 4. Prescription coverage will have a \$15.00/30.00 co-pay. However, the Board shall have the right to raise co-pay on prescriptions with the Board paying the difference between the existing co-pay and any new rate which shall have been established. The Employer shall protect confidentiality and shall provide reimbursement on a monthly basis as documentation is provided. Documentation for reimbursement will be accepted up to six (6) months after the date of occurrence.
- B. A committee comprised of the Superintendent, a representative of KESPA, a representative of KFT, and an Employer Representative shall meet each year to evaluate the insurance program. This committee shall have no power to change coverage, but can investigate offering equal or better coverage at a better rate. This committee shall reach consensus and then make a recommendation to the Employer. Any change in coverage must go through the regular negotiation process including ratification by the membership of both the Board and the KESPA.
- C. Employees electing not to receive health insurance benefits, or when both husband and wife are employed by the Employer and full coverage for the family is provided through only one spouse, shall receive two hundred (\$200.00) dollars per month as "cash in lieu of insurance" if employed seven (7) or more hours. "Cash in lieu of insurance" is not available to Employees electing to receive full family health care insurance benefits. If, during the life of this contract, the Board agrees to increase the "cash in lieu of insurance" for the members of the KFT bargaining unit, it shall likewise increase that amount to the same extent for these bargaining unit members. Employees opting to take insurance must sign-up for this option during the enrollment period of May 1st thru June 15th. Employees hired during the school year have 30

days from date of hire to enroll in insurance. Failure to enroll during the designated time shall mean loss of this benefit for that school year. Those employees not receiving cash-in-lieu will continue to receive Dental/Vision/LTD paid by the employer. To obtain any or all of the available insurances, it is the Employee's responsibility to complete the required paperwork at the school business office.

- D. Employees working less than seven (7) but six (6) or more hours per day will receive an Employer contribution of up to fifty percent (50%) of their annual wage as the Employer's contribution to their insurance plan as outlined in paragraphs A, F, and G. The Employer's contribution shall be calculated as follows: Employee's rate of pay multiplied by number of daily hours times number of work days (Appendix A) equals annual wage. The calculation for drivers shall be salary multiplied by the above percentage as the Employer's contribution toward their fringe benefit package.
- E. Employees working less than seven (7) but six (6) or more hours per day and not electing health insurance coverage are entitled to apply an Employer contribution of up to fifty percent (50%) of their annual wage as the Employer's contribution to their insurance plan which would include the same life insurance, LTD coverage, vision insurance, dental insurance coverage as provided to Employees working seven (7) hours or more.
- F. Employees working less than six (6) hours per day will receive an Employer contribution of up to thirty-five (35%) percent of their annual wage as the Employer's contribution to their insurance plan as outlined in paragraphs A, F, and G. The Employer's contribution shall be calculated as follows: Employee's rate of pay multiplied by the number of daily hours times number of work days (Appendix B) equals the annual wage.
- G. Employees working less than six (6) hours per day, and not electing health insurance coverage, are entitled to apply an Employer contribution of up to thirty-five (35%) percent of their annual wage as the Employer's contribution to their insurance plan which would include the same life insurance, LTD coverage, vision, insurance, and dental, insurance as provided to Employees working seven (7) hours or more.
- H. Dental: The Employer shall provide at some or at no cost to the Employee the Ultra Dent 80-80-50 Dental Plan with incentives with a cap on orthodontic care to be \$2,000.
- I. Vision: The Employer will provide SET Ultra-Vision Plan II with one hundred dollar (\$127) allowance for frames every 12 months.
- J. A physical may be required of all full-time Employees once in every two (2) year period. Full-time shall be defined as Employees who are scheduled to work seven (7) or more hours per day. The cost of this physical will be paid by the Employer through its insurance plan, or, for those who are required by the Board to take a physical (and who are not covered by the insurance plan), the Employer shall pay up to \$80.00 for each physical. The Employer reserves the right to name the place where physicals are to be obtained. The location for such physicals will not be more than twenty-five (25) miles from Kingsley, or the mileage shall be paid to the employee at the board approved rate. Evidence of this physical will be provided by the Employees for their

personnel files. The Employer will pay up to eighty-nine dollars (\$89) for the physical. It is understood that Employees should not be getting a physical and a bus driver physical during the same year unless required.

- K. Employees are required to work a minimum of at least 2.5 hours per day (five days a week) to qualify for the insurance plan as long as seventy-five percent (75%) of the Employee group is covered by some health insurance carrier.
- L. Should insurance premiums exceed a ten (10%) percent increase over the previous year's rates, the Employee shall be responsible for the balance of the premium through payroll deduction. Employees may elect to pay the balance of the premium under a qualified Section 125 Premium Conversion Plan. Further, an Employee may elect, in a timely fashion and through the business office, to direct an additional portion of his/her salary toward benefits under the Employer's qualified Section 125 Plan.
- M. Employees agree to use vendors that have written agreements with the Kingsley Area Public School Board of Education for their tax deferred funds.

ARTICLE 19

VACATIONS

- A. All full-time regularly employed Custodian/Maintenance Employees shall earn vacation according to the following schedule:

Completion of six (6) months	Five days
July 1 of each successive year for next 9 years	Ten (10) days per year.
July 1 of of each successive year after 10 years	Fifteen (15) days per year.

- B. School Secretaries and school year custodians shall be credited vacation according to the following schedule:

1-10 years of service	Two (2) vacation days
11-20 years of service	Three (3) vacation days
21 years of service	Five (5) vacation days

- C. Vacation may be taken all at once or scheduled throughout the calendar year, but vacation may not be used for less than a one (1) day period. Vacation schedules must be approved by the Supervisor who will give consideration to the Employee's request and the need to maintain service. In no case shall an Employee forfeit paid vacation leave eligibility due to a lack of approval by supervision. Seniority shall prevail in the event of schedule conflicts between Employees. Year round employees are advised to request summer or holiday vacations 2-4 weeks in advance to help with master scheduling.

- D. In case of layoff, death or retirement, or a quit with two (2) weeks notice, the Employee will be paid for all unused vacation.
- E. Vacation time will not accumulate from year to year. Should an Employee be unable to schedule his/her vacation time, he or she shall be paid for all unused vacation time.

ARTICLE 20 **HOLIDAYS**

A. Holiday Benefits

1. The following holidays are paid holidays for all bargaining unit members if the day occurs within their regularly scheduled work time:
 - a. Labor Day
 - b. Thanksgiving
 - c. Day after Thanksgiving
 - d. Christmas
 - e. New Year's Day
 - f. Good Friday
 - i. Memorial Day
 - j. Independence Day (Year round employees only)

ARTICLE 21 **PAID LEAVES**

A. Procedure for the use of leaves:

1. Any Employee upon using leave must, when possible, file a Prearranged Absence Form (except for sick leave) with his/her Supervisor and notify the person in charge of getting substitutes. Upon using such leave the Employee must file a Verification of Leave form with the main office no later than two (2) working days following use of leave. Said Employee must be notified within five (5) working days when leave is denied.
2. If the Employee terminates his/her service before the end of the contract term, for any reasons other than illness, a deduction will be made at the time the service terminates for all sick leave used in excess of leave earned.

- B. The parties jointly acknowledge that abuse of any type of leave has a deleterious effect on the education of children and therefore mutually pledge to dissuade the Employees from improper use of any type of leave. Should the Administration become aware of circumstances which it believes is an abuse of any type of leave, the Employee(s) in question may be called on by the Administration to satisfactorily explain the circumstances.

- C. The Association will be notified of such hearing and will send a representative to the hearing to reaffirm the first sentence of this paragraph. Should the Administrator determine that discipline is in order, the Association representative shall be notified of same. It is expected that the Association will face up to its responsibility and not pursue grievances which are unmeritorious or based on political expediency.
- D. The Association affirms that it is the right of the Administration and School Board to adopt policy and procedure to insure a correct usage of sick leave; however, this shall not deprive the Association of their normal grievance rights as to the application of policy and procedure pertaining to sick leave. The Association agrees that if the Administration has reasonable cause to believe that an Employee has a pattern of sick leave abuse that the Administration may conduct an investigative meeting with the Employee with an Association representative present. If the investigative meeting does not result in a reasonable explanation of any pattern of sick leave abuse on the part of the Employee, the Association agrees that for future uses of sick leave by the Employee the Administration has the option to request a doctor's slip indicating that the Employee's need for sick leave was valid. Such an option by the Employer shall expire after one (1) year if no future alleged abuses occur. The Employer and Association agree that if the Employee does not have insurance coverage to cover the cost of doctor's office visits that the Employer will pay the cost.
- E. The parties agree that the Employer may request a doctor's release when an Employee is returning to work from extended sick leave (more than three (3) consecutive work days).
- F. Sick Leave
1. Sick leave will be granted upon the commencement of the contract school year with no limit on the accumulation. Twelve (12) month employees shall be credited eleven (11) days of leave: Secretaries and school year custodians will receive ten (10) days of leave: All other Employees shall receive nine (9) days of leave.
 2. Sick leave is intended for the employee's use when the employee is unavailable for work due to illness or as otherwise provided herein. Sick leave is basically an insurance and covers illness, disability procedures, injury, or unavoidable quarantine of Employee. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.
 3. Bargaining Unit Members who work for the Employer as summer help shall be entitled to use up to three (3) of their accumulated sick leave days for personal illness, but are not required to do so.
 4. Illness in the Family:
 - a. Each Employee shall be entitled to use three (3) of his/her sick leave days per year for sickness in the immediate family. For this use immediate family is defined as spouse, children or any other person the Employee is unavoidably responsible for. An Employee may not use his business time for this purpose.

- b. An Employee may use additional sick leave days for sickness in the immediate family only with specific approval of his supervisor.
 - c. At the Employee's option, the cost of a sitter may be reimbursed at the Board's expense, to cover illness in the family. In such instances this will count as a sick day used and toward the maximum days allotted for sickness in the family. Reimbursement shall be at a prevailing wage and shall not exceed the daily rate of a substitute Employee.
5. A statement will be presented to each employee at the beginning of the school year showing accumulated leave.
 6. Rights Saving Clause: Any Employee whose personal illness extends beyond the period compensated for shall be granted a leave of absence without pay as is necessary for complete recovery from such illness for a period of up to one (1) year with an additional one (1) year extension available subject to the Employee providing medical certification of the need for the leave. Verification by the personal physician shall be required in determination of an Employee's recovery from such illness before returning to his/her position. Seniority shall be frozen during this unpaid leave time.

G. Personal Leave

1. Three (3) days personal leave shall be granted each year at full pay to all Employees in the paraprofessional, food service, and transportation departments. Four (4) days personal leave shall be granted each year at full pay to all Employees in the secretarial and custodial/maintenance departments. These shall be independent of all other leave days and non-cumulative. Approval of the Administration is not required for usage of this leave unless immediately prior to or after holiday breaks. One of these days may be taken in hourly increments if the employee has their supervisor's approval. The definition of a "day" for this purpose will be the number of hours the employee works daily as part of their regular schedule. One of these personal leave days will carry forward as a sick day if not used by the employee.
2. The intent of this leave is to make it possible for Employees to be absent for personal reasons off from school. They may not be used on the day immediately preceding or following a vacation unless prior approval is given by the administration.

H. Involuntary Leave: An Employee called for jury duty or to give testimony before any judicial or administrative tribunal, shall turn over the pay received for the performance of such obligations to the administration and shall be paid the contract wage for said days, not to exceed fifteen (15) days. If, however, he/she is a witness in a suit in which he/she is personally involved, he/she will receive no pay other than that provided for under Personal Leave.

I. Bereavement Leave

1. For purposes of bereavement leave, immediate family shall be defined as spouse and child; secondary family shall be defined as father, mother, father-in-law, mother-in-law, son-in-law, or daughter-in-law; extended family shall be defined as Employee's or spouse's sister, brother, grandmother, grandfather, grandchildren or any other person for whom the Employee is unavoidably responsible. Employees will be granted leave without loss of pay not more than five (5) days in case of death in the immediate family, four (4) days in case of death in the secondary family, and three (3) days in case of death in the extended family.
- J. Employees who, after seven consecutive years of employment with the Employer, terminate their employment shall be paid according to the following schedule for each leave day accumulated during their employment with the system:
1. Employees shall receive 35% of his or her daily rate per sick day.
 2. A death benefit equal to that outlined above (J. 1.) shall be paid to the estate of an Employee within thirty (30) days of his/her death. This amount shall be calculated on the hourly rate of the most recent (last paycheck) wages earned.
 3. The daily rate shall be based on the hours worked per day during the year in which they retire.
- K. In the case of absence due to injury or illness incurred in the course of an Employee's employment, he/she shall provide a written, signed statement selecting one of these two (2) options:
1. Receive benefits under Michigan Worker's Compensation Act.
 2. Receive benefits under Michigan Worker's Compensation Act supplemented by the use of sick leave in twenty percent (20%) increments so as to bring the combined amount of Worker's Compensation and sick leave pay up to the full pay he/she would have received if working.

ARTICLE 22

UNPAID LEAVES

A. General Leaves

1. Leaves of absence without pay or benefits may be granted upon written request from the employee, if the request meets the following criteria:
 - a. Employee requests an entire years leave.
 - b. Employee's leave does not exceed fifteen (15) working days within the school year, with (a.) being the exception.
 - c. Requests are made no less than ten (10) days before needed except in cases of emergency.

2. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Maternity/child care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child. Maternity leave requests will follow Family Medical Leave Act guidelines.
3. An Employee returning from a leave of absence shall be reinstated to a similar position in the classification he/she held when the leave began. At least thirty (30) calendar days prior to the date a leave is scheduled to expire, an Employee shall notify the Employer of his/her intent to return to work.
4. The Board shall have the prerogative to grant additional leave or other leaves not covered in the Master Agreement when such leaves would be in the best interest of the school system, Employee, or both.
5. The employer may request employees use personal time before granting unpaid leaves.

B. Military Leave

1. Employees shall be granted temporary leave with pay for absence necessitated by required physical examination for military induction.
2. A leave of absence shall be granted an Employee who is recalled, inducted, enlists, or volunteers in any branch of the Armed Forces of the United States or enlists, volunteers, is called up for active duty in the National Guard or Reserve. The duration of the leave shall be for the duration of the induction, enlistment, call-up or other period of active duty service.
3. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable law of the United States. Regular salary increments shall accrue.

C. An Employee returning from a leave of absence shall be reinstated to a similar position in the classification he/she held when the leave began. At least thirty (30) calendar days prior to the date a leave is scheduled to expire, an Employee shall notify the Employer, in writing, of his/her intent to return to work.

D. The Employer shall have the prerogative to grant additional leave or other leaves not covered in the Master Agreement when such leaves would be in the best interest of the school system, Employee, or both.

E. Family Medical Leave: Pursuant to the Family and Medical Leave Act of 1993, as amended, an Employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve-month period is entitled to twelve (12) work weeks of leave during any twelve-month period without pay but with group health insurance coverage maintained. The Employer may, under the Act, require an Employee who is drawing sick leave pay to concurrently utilize Family and Medical Leave Act time. Such leaves are subject to the guidelines of the Act.

- F. Except for military leaves, individuals on approved unpaid leaves of absence of more than fifteen (15) days shall not accrue additional seniority, but shall have their seniority frozen while on such unpaid leave. Seniority shall accrue for unpaid leaves which are fifteen (15) days or less.

ARTICLE 23
MANAGEMENT RIGHTS

- A. The Michigan Educational Support Personnel Association recognizes that the Employer has total and complete responsibility and authority to manage and direct on behalf of the public, all the operations and activities of the school district to the full extent authorized by (or not specifically withheld by) the laws and Constitutions of Michigan and the United States of America, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
- B. The Employer retains unto itself all authority not specifically restricted by this Agreement. Rights reserved exclusively herein by the Employer shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights of assignments and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 3. Direct the working forces, including the right to hire, promote, suspend and discharge Employees, transfer Employees, assign work or extra duties to Employees, determine the size of the work force and to lay off Employees.
 4. Determine the services, supplies and equipment necessary to continue its operation and to determine the methods, schedules, means, methods and processes of carrying on the work including the institution of new and/or improve methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of the Employees.
 7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, thereof and the relocation or closing of offices, departments, divisions, subdivisions, buildings or other facilities.
 8. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from Employees or the Association.
 9. Determine the policy affecting the selection, testing or training of Employees provided such selection shall be based upon lawful criteria. The Employer agrees

to furnish information on and allow input toward all testing procedures used by the Employer when requested by the Association.

- C. The exercises of all the foregoing powers, rights, authority, duties and responsibilities by the Employer, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 24
SCHOOL IMPROVEMENT

- A. Recognizing KESPA Members as an integral part of the district's educational team, at least one member shall be asked to serve on each committee working on school improvement in the school system.
- B. In the event that any provision(s) of school improvement or application thereof violate, contradict, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

ARTICLE 25
WORK DUTIES AND COMPENSATION

Alcohol and Drug Testing Language

1. All bus drivers shall be required to submit to and pass all physical examinations required by State or federal laws, including testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 and its implementing regulations. The Employer will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431.
2. Prior to the start of each school year, Employees covered by the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 shall participate in in-service training on the law, procedures and local policies. Employees shall be paid at their extra trip hourly rate for such time in training.
3. Employees who are required to submit to and undergo testing for drugs or alcohol shall be paid for such time spent at the extra trip hourly rate. It is expressly understood by the parties that an Employee will not suffer a loss in pay because of time spent for required testing under this Act. Any treatment costs are to be borne by insurance and/or the Employee.

Salary Rate Schedule 2011/2012

- Salary Rate Schedule represents a 2.0% on schedule increase with the understanding that 1.5% of the increase is due to the transfer of cash-in-lieu placed into the hourly rate.
- An off schedule wage increase of 1.0% for the 2011-2012 school year will be given in a separate check on the first pay period in September 2011.

	1	2	3	4	5	6 to 9	10 to 14	15 to 19	20+	Lead
Cooks/Team										
Ldr/Computer	12.37	12.78	13.21	13.65	14.04	14.63	15.12	15.58	16.03	17.05
Kitchen Help	11.15	11.55	11.96	12.34	12.76	13.31	13.79	14.22	14.67	15.69
Secretary	13.72	14.20	14.69	15.16	15.62	16.80	17.27	17.70	18.05	18.91
Custodial/										
Maintenance	13.72	14.20	14.69	15.16	15.62	16.80	17.27	17.70	18.05	18.91
Custodial	10.85	11.23	11.63	12.03	12.41	12.96	13.44	13.87	14.30	15.00
Certified/CDL bus										
para Para-Pro	11.25	11.64	12.06	12.42	12.80	13.37	13.82	14.27	14.72	15.73
Inst. And Non-Inst.										
Para Pro	10.63	11.01	11.38	11.77	12.16	12.69	13.16	13.59	14.00	15.02
Media Para-Pro	11.25	11.64	12.06	12.42	12.80	13.37	13.82	14.27	14.72	15.73
Pre-school Para-										
Pro	11.25	11.64	12.06	12.42	12.80	13.37	13.82	14.27	14.72	15.73
Bus Para-Pro	10.63	11.01	11.38	11.77	12.16	12.69	13.16	13.59	14.00	15.02
Bus Driver	18.22	18.88	19.58	19.93	20.33	20.62	21.14	21.81	22.49	23.50

##Bus Drivers will be paid a minimum of 1.75 hours, including cleaning and prep time, except that drivers whose runs or trips (including cleaning and prep time) exceed 1.75 hours will be credited and paid for that additional time. The Employer may combine two or more runs without interruption of paid time. In such cases paid time will continue uninterrupted as one continuous run.

Certified Instructional Parapros and Transportation Bus Parapros/CDL must be trained, qualified according to the job description, and hired in that position to be placed at that wage. The school district also must have requested employees be trained to be placed at that wage.

Upon completion of 15 years of service to Kingsley Area Public Schools (excluding periods of unpaid leave) employees may apply for Lead Employee Pay. To receive Lead Employee pay, employees must satisfy all of the following:

1. Employee must submit a letter of application to be placed at Lead Employee Pay Scale.
2. Employee must submit a written resignation to the school district not later than August 31, stating an effective date that they will retire within 3 years.
3. The employee must have been rated satisfactory in their job performance by their supervisor.
4. The employee must be eligible, make application for, and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System (MPERS) at the effective resignation date stated in their resignation letter.

Should the employee subsequently decide not to retire, they must make application in writing to rescind their resignation to the board no later than February 1. The Board shall have the incontestable right to refuse such application. If the board does approve the employee rescinding their resignation, the employee will have their pay reduced by the appropriate amount to repay the school district the Lead Employee pay plus the interest the Lead Employee pay would have earned in the school district's interest bearing accounts. Employees taking a retirement stipend shall not receive lead employee pay.

2011-12 SALARY STEP SCHEDULE

All 2011-12 salaries and hourly wage rates shall be increased by the Cost-Of-Living over the previous year salary step schedule with the following parameters. The parties agree the minimum percentage used shall be 0% but shall not exceed 0%. Cost-Of-Living is defined as Consumers Price Index, Mid-West Urban Region, from April to April.

Example (using the year April 2002 to April 2003 for reference):

April, 2003	177.8
April, 2002 -	<u>174.7</u>
	3.1

3.1 divided by the April, 2002, 174.7 = 0.01774, rounded to 1.77%

The Cost of Living in the above example would be 1.77%, therefore the increase in the salary schedule for 2003/2004 would be increased by 2.00%.

**APPENDIX A
GRIEVANCE REPORT FORM**

Grievance No. _____ Kingsley School District

Distribution of Form:

- 1. Superintendent 2. Supervisor
 - 3. Association 4. Bargaining Unit Member
- (Submit to Supervisor in Duplicate)

Building _____

Assignment _____

Name of Grievant _____

Date Filed _____

STEP I

A. Date cause of grievance occurred: _____

B. 1. Statement of grievance:

2. Relief sought:

Signature

Date

C. Disposition of Supervisor:

Signature

Date

D. Position of grievant and/or Association:

Signature

Date

If additional space is needed in reporting Section B 1 and 2, Step 1, attach an additional sheet.

STEP II

A. Date received by Superintendent or designee: _____

E. Disposition of Superintendent or designee _____

Signature

Date

F. Position of grievant and/or Association:

Signature

Date

STEP III

A. Date received by Board of Education or designee: _____

B. Disposition by Board:

Signature

Date

C. Position of grievant and/or Association:

Signature

Date

STEP IV

A. Date submitted to arbitration _____

B. Disposition and Award of arbitrator:

If additional space is needed in reporting any section, attach an additional sheet or sheets.

APPENDIX B

Departments

The Employer will schedule employees annually within the number of days and hours listed below. It is understood that the number of days and hours for individual employees may vary within classifications and departments. Special events may require scheduling of work outside listed hours and/or days as mutually agreed by the Employer and employee(s).

Food Service	6:00 a.m. to 4:00 p.m.	176-181 days
Paraprofessional	7:00 a.m. to 4:00 p.m.	176/182 days
Secretaries	6:00 a.m. to 4:00 p.m.	200/215 days
Transportation	6:00 a.m. to 6:00 p.m. (does not include trips)	
	36 weeks /Spec Ed*/176-210 days	
Custodial/Maintenance	12:00 a.m. to 12:00 a.m.	52 weeks
Full Year Custodian	12:00 a.m. to 12:00 a.m.	52 weeks
School Year Custodian	12:00 a.m. to 12:00 a.m.	176-220 days

*The special education days may be increased/decreased if the length of the school year of those students is other than 180 days. The Employer agrees to follow the procedure outlined in Article 14, paragraph D if the work year is shortened.

Bargaining unit representatives shall be invited to participate in discussions regarding the school calendar and give input.

Departmental Classifications

Food Service:

Cook/Team Leader	Kitchen help
Food Service Computer Coordinator	

Secretarial:

Secretary	Secretary
-----------	-----------

Paraprofessional:

Instructional (Note: Physical education paraprofessional is an instructional aide position)	
Non-instructional	Library/Media
Pre-school	Bus para-pro
Certified Instructional	Bus para-pro / CDL / Crisis Trained

Transportation: (may include):

Regular runs	Special Education ** (includes PPI)
Kindergarten runs	Vocational runs
Hannah, village and Cherrywood Village run**... may be stand alone runs/routes, or added to other runs/routes	

**These runs/routes may be modified as to time and route during the school year.

Custodial/Maintenance:#

Custodial/Maintenance	Custodial
-----------------------	-----------

#It is expressly understood by the parties that custodial/maintenance employees have had their job classification renamed Custodial/Maintenance, and they now shall retain their seniority either in the custodial classification as custodial/maintenance seniority or as custodial seniority. The Employer expressly agrees that it will not eliminate

or reduce the hours or the jobs of the custodial/maintenance employees who were employed by the district as of July 1, 1997, during their employment with the district unless they:

1. Choose to retire.
2. Voluntarily quit.
3. Are dismissed for just cause.
4. Voluntarily accept employment in another job classification within the District.

Any changes in shift times for the custodial or custodial/maintenance classifications shall be done through the posting process.

Letters of Understanding

Appendix C

In the issue regarding the posting and filling of Temporary Vacancies, as defined in the collective bargaining agreement between the representatives of the sited parties, it is agreed that said vacancies shall be posted and filled as follows:

DEFINITION: A temporary vacancy is defined as a bargaining unit position which is being held open for the return of a particular Bargaining Unit Member, or a position created for a specific purpose, which position is not expected to exceed one year in duration. After one (1) year, such position will be eliminated or made into a regular position (and if made into a regular position, it will be posted as a new position).

It is not considered a temporary vacancy when a position is open as the result of utilization of the Family Medical Leave Act or for absences that are of less than twelve week duration.

A position meeting the criteria listed above shall be posted publicly in an effort to create a list of qualified applicants to fill the position. This posting need not be limited to current Kingsley Educational Support Personnel Association members.

The posting will indicate that the position is temporary and the duration of anticipated employment shall be listed in the posting.

The Employer may offer the position to a current association member, however, the employer shall have unrestricted right to select the candidate of their choosing to fill the temporary vacancy.

An individual hired to fill a temporary vacancy shall be considered to be a member of the Association, subject to assessment of union dues, and is entitled to full protection and rights offered in the collective bargaining agreement between the Employer and the Association - with the noted exceptions:

1. If the selected individual is not a current member of the Association (prior to accepting the temporary vacancy placement), then they shall not accrue seniority and the accompanying entitlements of seniority rights related to job placement during the posted term of the temporary vacancy. If they are retained by the Employer after the expiration of the posted term of the temporary vacancy, then they shall be given seniority credit for all time worked for the Employer in the temporary position.

2. An individual hired to fill a temporary vacancy shall accrue personal days, sick leave days and vacation days as provided in the contract, however, they shall not be entitled to use, nor shall they be otherwise compensated for said days, unless they are retained by the Employer as a permanent employee.

If the Temporary Employee is released at the completion of his/her scheduled term of employment and then rehired by the employer within 90 days of said termination, then s/he will receive full credit and entitlement to use of all accruals cited in numbers 1 and 2 above.

If the temporary vacancy is filled by a current association member, then the employer shall have the ability to fill that individual's position with a temporary employee, subject to the conditions listed in this agreement regarding employees filling temporary vacancies.

The Employer may make as many such placements for each temporary vacancy (subject to the above limitations) as is deemed necessary and/or in the best interest of the Employer. When the original position is discontinued, or filled by a returning employee, then all employees who changed positions as a result of the filling of the temporary vacancy shall return to their positions held prior to the filling of the original temporary vacancy.

An Association member selected to fill a temporary vacancy shall retain their seniority rights as they relate to bidding on any permanent openings in Association positions that become available during the term of the temporary vacancy.

Supplemental Retirement Stipend

1. To be eligible for participation in this program a KESPA employee must satisfy all of the following requirements.
 - a) Completion of 15 years of service in Kingsley Schools (excluding periods of unpaid leave) immediately preceding his/her retirement and request to receive the stipend.
 - b) The employee must be employed with the school district on the last work day prior to his/her retirement.
 - c) The employee must submit a written resignation to the school district not later than August 31 of the year preceding retirement unless approval for later application is given by the Board. (For example: A person that submits a resignation in August of 2002 would retire in June of 2003, and would receive his/her stipend in July of 2003).
 - d) Should the employee subsequently decide not to retire in the given year, an application to rescind their resignation must be made to the Board in writing no later than February 1 of the year of retirement. The Board shall have the incontestable right to refuse such application.
 - e) The employee must be eligible, make application and be accepted to receive retirement benefits from the Michigan Public School Employees retirement System (MPERS).

2. An employee who satisfies the requirements to receive the supplemental retirement stipend, as set forth above, shall be eligible for a payment on the following schedule:

Year of Eligibility	Amount of Stipend
1st	\$ 4,000
2nd	\$ 3,000
3rd	\$ 2,000

This amount will be paid in one lump sum in July following the employee's last school year of service. This will be done following authorization at the July Board of Education meeting (less deductions required by state and federal law).

3. Employees receiving the above stipend shall remain eligible to receive terminal leave pay as described in Article 21-J of the current Master Agreement.
4. There shall be a limit of three employees approved by the Board of Education for this option in the first year, and two in each of the following years unless expressly mutually agreed otherwise between the Board and Union for good cause. Consideration will be given first to employees with the most seniority in the Kingsley School System. If determination cannot be made on this basis, then seniority in all Michigan Public School Systems shall be the deciding factor. Should an employee be denied retirement benefits because of the conditions set forth in this section, (sec. 4), said employee shall be eligible in the following year at the level of stipend available to him/her at the time of his/her original application.
5. Employees shall not receive this retirement stipend if they have received Lead Employee pay, or their stipend will be reduced by what monies they have received for Lead Employee pay.
6. The creation of this opportunity to receive a Supplemental Retirement Stipend is intended by the parties to act as an additional benefit for those employees who elect to voluntarily retire in order to receive benefits under the Michigan Public School Employees Retirement Act of 1979, MCLA 38.1301 et seq. The creation of this opportunity or institution of this stipend shall not in any way bind the parties or their successors to incorporate such features in any successive collective bargaining agreement or to otherwise perpetuate the conditions outlined herein.

ARTICLE 28
DURATION OF AGREEMENT

- A. This Agreement shall become effective on the date the Agreement has been ratified by both parties and be in effect until June 30, 2012 unless mutually agreed upon. Negotiations between the parties shall begin at least sixty (60) calendar days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.
- B. A proof copy of the tentative Agreement shall be printed at the expense of the Employer and delivered to the Association for proofing and for the ratification vote.
- C. After ratification by both parties (and after both parties have proofed and signed the duration page of the new contract), copies of the new contract will be printed and distributed by the Employer to all current Bargaining Unit Employees and to new Employees hired into the unit after ratification.

ASSOCIATION

EMPLOYER

President

President

Secretary

Secretary

Trustee

Trustee

Trustee

Trustee

Trustee

DATE _____