

# **MASTER AGREEMENT**

**between the**

**MASON BOARD OF EDUCATION**

**and the**

**MASON ASSOCIATION  
OF EDUCATIONAL ASSISTANTS  
MEA/NEA**

**2012-14**

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**ARTICLE 1: Agreement**

This Agreement is entered into by and between the Mason Association of Educational Assistants, MEA/NEA, hereinafter referred to as the "Association" and the Board of Education of the Mason Public Schools, hereinafter referred to as the "Employer".

**ARTICLE 2: Recognition**

- A. The Employer hereby recognizes the Association as the exclusive bargaining representative for all library and instructional assistants employed by the District, but excluding therefrom all teachers, substitutes, administrators, volunteers, and all others.
- B. The Employer agrees not to negotiate with any other union other than the Association for the duration of this Agreement for the above-referenced bargaining unit.
- C. Unless otherwise indicated, the use of the term "employee" or "bargaining unit member" shall refer to all members of the above-defined bargaining unit and references to females shall include males.

**ARTICLE 3: Management Rights**

- A. The Association recognizes that the Employer has the responsibility and authority to adopt reasonable rules and policies, to manage and direct, on behalf of the public, the operations and activities of the Mason Public School District to the full extent authorized by the laws and the Constitutions of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right to:
  - 1. Manage and control the school system's business, the equipment and the operations, and to direct the working force and affairs of the Employer.
  - 2. Continue its rights and past practice of assignment and to direct the work of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days, if necessary.
  - 3. The right to direct the work force, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees.
  - 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying out the work or changes therein, and to institute new and/or improved methods of change therein.
  - 5. Adopt rules and regulations.

6. Determine the qualifications of employees, including physical and mental conditions.
  7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, or other facilities.
  8. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  10. Determine the size of the management organization, its function, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights of employees as specifically provided in this Agreement.
  11. Determine job descriptions and work responsibilities.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 hereof as are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

**ARTICLE 4: Association and Employee Rights**

- A. The Association and the employees will be accorded those rights existing under law.
- B. The Association and its members shall have the right to hold their meetings in school buildings after working hours provided same shall not conflict with other previously scheduled meetings and provided they are during normal work hours of custodial staff.
- C. Duly authorized representatives of the Association and its affiliates shall be permitted to transact official business on school property provided that this shall not interfere with or interrupt normal operations.
- D. The Association shall have the right to use the Employer's typewriters and/or machines at reasonable times and when such equipment is not otherwise in use provided that the use of such machines shall be outside of the employee's hours of work. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- E. The Association may post notices of activities and matters of Association concern on designated bulletin boards now existing in each of the buildings of the District to which a bargaining unit member may be assigned. The Association may use the existing employee mailboxes for communication to bargaining unit members. The District shall be reimbursed at the appropriate rate if the Association uses the interschool mail service. All such communication must first be authorized by the Association.
- F. In response to reasonable written requests, the Employer agrees to furnish information to the Association which the Association requires to administer this Agreement or to

formulate contract proposals.

- G. It is understood and agreed that those positions now held by bargaining unit members may be subject to the Board of Education's continuing policy of accepting volunteer aides who are citizens and parents from within the community. Further, it is expressly understood that nothing in this Agreement shall serve to abrogate the Board's paramount right to continue to use volunteer assistance even though the duties may be performed by bargaining unit members now or in the future.
- H. The Association shall be entitled to two (2) paid leave days each year for the purpose of conducting Association business provided that the MAEA President notifies the Employer at least one (1) day in advance.  
  
Should a substitute be hired for an absent bargaining unit member, the Association agrees to reimburse the Employer for the cost of said substitute.
- I. The private and personal life of a bargaining unit member is not within the appropriate concern of the Employer except where the same shall adversely affect the District as a whole or shall adversely affect the bargaining unit member's job performance.
- J. A bargaining unit member shall have the right to review the contents of the individual's personnel record at reasonable times and upon reasonable notice to the Employer. A representative of the Association may accompany the bargaining unit member in such review. The Employer reserves the right to exclude from review, confidential communications such as letters of recommendation from other employers, etc.

#### **ARTICLE 5: Payroll Deduction**

- A. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any bargaining unit member and make appropriate remittance for credit union, United Way, MESSA and MEFSA programs as jointly approved between the Employer and the Association and any other plans or programs that may be jointly approved between the Employer and the Association.
- B. The following shall also be in effect:
  - 1. All bargaining unit members shall, as a condition of employment, either pay Association dues or a service fee in a legally permissible amount established by the Association. Dues and service fees will be deducted pursuant to MCLA 408.477; MSA 17.277 (7). The service fee shall not exceed the amount of Association dues collected from Association members. If the bargaining unit member does not pay dues or service fee directly to the Association, or authorize payment through payroll deduction, the Association will notify the Employer in writing. Thereafter, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7), deduct the dues or service fee from the bargaining unit member's wages and remit same to the Association.
  - 2. The Association shall notify the Employer of the amount to be payroll deducted for each bargaining unit member who joins the Association within two (2) weeks of the beginning of school or within thirty (30) days of employment, whichever is applicable.

Due to certain requirements established in court decisions, 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 procedures in this Article relating to the payment or non-payment of the service 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.

3. Association dues will be deducted in equal amounts from the first twenty paychecks in each school year. Deductions shall be pro-rated based upon the amount of time the bargaining unit member is contracted to work. Service fee deductions made pursuant to this provision shall be made in equal amounts, as nearly as possible, from each remaining paycheck.

The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures" which includes religious objection. That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive. Until such procedures shall have been exhausted, including any administrative or judicial review, no claim or complaint concerning the application and interpretation of this Article shall be subject to the grievance procedure or any other administrative or judicial procedure.

4. With respect to all sums deducted by the Employer pursuant to MCLA 408.477; MSA 17.277 (7) whether for membership dues or the Service Fee, the Employer agrees to promptly remit said sums to the Association Treasurer accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made categorizing them as to membership or non-membership in the Association, and indicating any changes in the list previously furnished. The Association agrees to advise the Employer of all members of the Association in good standing and to furnish any other information needed by the Employer to fulfill the provisions of this Article, and not otherwise available to the Employer.
5. The Association shall indemnify and save the Board harmless from all sums improperly deducted and remitted to the Association.
6. Should the provision for mandatory payroll deduction of dues or Service Fees, as referenced in Section 1 above, be found contrary to law, the parties agree to negotiate procedures requiring the submission of written authorizations for the deduction of dues or service fees as a condition of continued employment within thirty (30) calendar days of such determination.
7. The Association will save the Board harmless from any and all costs, attorney fees, or any other form of damages or liability arising out of compliance with the terms of paragraphs 1 through 7. In the event there is a dispute between the bargaining unit member and the Association as to whether the dues or fees have been properly paid, the bargaining unit member may request and receive a due process hearing before the Board to determine if the dues or fees have been properly paid prior to either dismissal or mandatory deduction. The Association shall provide at least ten (10) working days notice in writing to both the Board and the bargaining unit member prior to a request for discipline or mandatory dues deduction. After the request, a hearing as above specified, will be provided if

requested by the bargaining unit member within the ten (10) day period. Said request shall be in writing.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense through mutually agreeable counsel, provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires.
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellant levels.
3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

#### **ARTICLE 6: Grievance Procedure**

- A. A grievance shall be defined as a claim by a bargaining unit member or a group of bargaining unit members or the Association that there has been a violation of any provision of this Agreement and may be processed as hereinafter provided.
- B. The following matters shall not be the basis for any grievance beyond Level One of the procedure outlined herein:
  1. The discipline of any probationary employee or the failure to retain a probationary employee in employment;
  2. The content of a written evaluation; and
  3. Any matter for which there is recourse under federal or state statute.
- C. Nothing contained in this Agreement shall be construed to prevent a bargaining unit member from presenting a grievance and having the grievance adjusted by the Employer without the intervention of the Association provided that such adjustment is consistent with the terms of this Agreement.
- D. When the nature and/or scope of a grievance is not within the authority of the building principal to resolve, said grievance may be initiated at Level Three of the grievance procedure upon mutual agreement between the building principal and the grievant(s).
- E. The term "days" as used herein shall mean working days except that during the summer months the term "days" shall mean Monday through Friday excluding holidays.
- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until final resolution.
- G. The time limits provided in this Article shall be strictly observed, but may be extended by written mutual Agreement between the parties. Grievances not timely filed may not be processed. Should an employee or the Association fail to appeal a decision within any

time limits specified, all further proceedings on a previously instituted grievance shall be barred and shall be deemed an acceptance of the decision last issued or, shall be deemed withdrawn. Should the Employer fail to respond within the time limits specified, the Association may proceed to the next level of the grievance procedure.

H. At each step of the grievance procedure, a bargaining unit member may have a representative of the Association present if he so chooses.

I. Grievances shall be processed outside of the bargaining unit member's normal working hours unless otherwise agreed to by the Employer.

A bargaining unit member who must be involved in the grievance procedure during the normal working day shall be excused for that purpose without loss of salary or leave time.

J. A written grievance as required herein shall contain the following:

1. It shall be signed by the grievant(s); or, in the event of an Association grievance, it shall be signed by the MAEA President or his/her designee and the Association shall disclose the names of the grievants to the Employer;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the sections or subsections of the contract alleged to have been violated;
5. It shall contain the date of the alleged violation; and
6. It shall specify the relief requested.
7. Any written grievance which is not in compliance with the foregoing requirements may be rejected as improper. Such rejection, since it shall not extend the limitations hereinafter set forth, shall be timely given.

K. The grievance form is attached to this Agreement as Appendix C.

L. Level One

When a cause for complaint occurs, the affected bargaining unit member(s) shall request a meeting with the building principal within five (5) days of its occurrence or, within five (5) days of when he could have reasonably been expected to have knowledge of its occurrence, in an effort to resolve the matter. The principal shall render a decision within three (3) days of the meeting with the grievant.

The grievant or his representative will inform the building principal when Level One of the grievance procedure is being invoked.

If the bargaining unit member is not satisfied with the results of the meeting, he/she may formalize the complaint in writing.



M. Level Two

If the complaint is not resolved at Level One, the complaint may be formalized as a grievance. The grievance shall be submitted in writing to the building principal within ten (10) days of the meeting between the building principal and the affected bargaining unit member. A copy of the grievance shall be sent to the building principal and the MAEA President. The building principal shall, within ten (10) days of the receipt of the grievance, render a written decision. A copy of the written decision shall be forwarded to the grievant and the MAEA President.

N. Level Three

If the Association is not satisfied with the disposition of the grievance at level Two or if no disposition has been made within ten (10) days of the receipt of the grievance, the grievance shall be transmitted to the Chief Financial and Personnel Officer. Within ten (10) days after the grievance has been so submitted, the Chief Financial and Personnel Officer shall meet with the Association on the grievance. The Chief Financial and Personnel Officer shall, within ten (10) days after the conclusion of the meeting, render a written decision thereon and shall forward copies of said decision to the grievant and the MAEA President.

O. Level Four - Board of Education

1. To appeal the decision a copy of the written grievance shall be filed, together with the decision of the Chief Financial and Personnel Officer, with the secretary of the Board within ten (10) days of receipt of the disposition.
2. The Board may, at its sole discretion, waive its right to hear the grievance. In which case the union may proceed to the next step of the grievance procedure.
3. However, in the event the Board exercises its right to hear the grievance, the following procedure shall be observed.
4. Upon proper application as specified in Level Three, the Board shall allow the member and/or the Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing, subject to a., below.
  - a. The Board may hold future hearings, may designate one (1) or more of its members to hold future hearings thereon or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.
  - b. Copies of the written decision of the Board shall be forwarded to the Chief Financial and Personnel Officer, the principal of the building in which the grievance arose, the grievant, and the President of the Association.

P. Level Five – Arbitration

1. Individual members shall not have the right to process a grievance at Level Four.

2. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, notify the Superintendent or designee in writing that it desires to refer the matter to arbitration. If the parties cannot agree upon an arbitrator, the Association shall refer the matter to the American Arbitration Association for selection of the Arbitrator. The hearing shall be conducted in accordance with the rules of the American Arbitration Association.
3. Neither party may raise a new defense or ground at Level Four that was not previously raised or disclosed at other written levels.
4. The decision of the arbitrator shall be final and conclusive and binding upon teachers, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
5. The powers of the arbitrator are subject to the following limitations:  
  
The Arbitrator:
  - a. Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b. Shall have no power to establish salary scales or to change any salary.
  - c. Shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
  - d. Shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall construe the Agreement such that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  - e. Shall have no power to interpret state or federal law.
  - f. Shall not hear any grievance previously barred from the scope of the grievance procedure.
6. After a case on which the arbitrator is empowered to rule has been referred to him/her, it may not be withdrawn except by mutual consent.
7. No more than one (1) grievance shall be considered by the arbitrator at the same time except upon the written consent of the parties.
8. The cost of arbitration shall be borne equally by the parties. Each party shall assume its own cost for representation including any expense of witnesses.

- Q. Where no monetary loss has been caused by the action complained of, the Board will be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- R. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

#### **ARTICLE 7: Professional Development**

Bargaining unit members shall be invited to professional development activities scheduled for the professional staff and sponsored by the building/district which directly pertains to and/or relates to their assignment as determined by the building principal and/or District administration.

#### **ARTICLE 8: Working Hours and Conditions**

- A. The normal work year for bargaining unit members shall be those days when the schools are open to students for instruction.
  - 1. Bargaining unit members who work before the commencement of the school year and/or after the close of the school year shall be compensated at their regular rate of pay.
  - 2. In lieu of additional pay, compensatory time may be mutually arranged between a bargaining unit member and the building principal.
  - 3. Should a bargaining unit member acting as an employee for the District, accompany a student or class on a field trip or other school-related activity which is scheduled outside of the bargaining unit member's regularly assigned work hours, the member shall be paid at the regular hourly rate.
- B. The normal work week for bargaining unit members shall be Monday through Friday when school is in session.
- C. Daily work schedules for individual bargaining unit members shall be as determined by the building principal.
- D. With the exception of those special education assistants who must accompany the students during lunch and who will eat with the student and will be paid during such lunch, bargaining unit members who work at least five (5) hours a day shall be entitled to an unpaid, duty-free, uninterrupted lunch period of at least thirty (30) minutes. Should the lunch period be interrupted, the building principal will provide additional compensatory time for the bargaining unit member.
- E. Bargaining unit members will not transport students.
- F. It is recognized that because of the diversity in positions within the bargaining unit, scheduled relief periods are impractical. Accordingly the building principal shall arrange daily work schedules to provide each bargaining unit member with an average of fifteen (15) minutes relief for each one-half (1/2) day of work.

- G. The hiring of substitutes for absent bargaining unit members shall be at the discretion of the building principal.

Any bargaining unit member who substitutes in the absence of another bargaining unit member or any other employee, shall be compensated at the regular hourly rate of pay established for such position.

- H. On or before July 1 of each year, the building principal shall either meet with each bargaining unit member in his building to discuss the tentative assignment for the forthcoming school year or, will provide written notification of the bargaining unit member's tentative assignment.

- I. The Employer shall continue to provide existing rest areas, lounges and restrooms for bargaining unit member use.

- J. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work area.

- K. Bargaining unit members may use such reasonable physical force with a student as is necessary to protect themselves or another person from attack, physical harm or injury or to prevent damage to District property.

- L. When weather conditions, mechanical malfunctions and/or other emergencies close schools to students, bargaining unit members shall not be required to report for work.

- 1. When school is closed for the above reasons, bargaining unit members will be notified by radio or telephone.

- 2. Emergency school closings will be considered as hours not worked and therefore, not paid except as provided in Section L.4. below. Said hours will be rescheduled to provide the minimum number of hours required by the state for student instruction. If emergency school closings result in an excess of six days being canceled in a given year, the time must be rescheduled. Bargaining unit members will be expected to report for work on said rescheduled days at their regular rate of pay. In the event there are more than the scheduled days of student instruction as indicated on the school calendar, bargaining unit members shall be paid at their regular hourly rate for such additional hours/days.

- 3. When a paid leave day has been arranged in accordance with the provisions of Article 15 and the same falls on a snow day which must be rescheduled under the provisions of paragraph 2 above, the time shall not be charged against the bargaining unit member. However, if it is not required that the snow day be rescheduled as noted in paragraph 4 below, the time may be charged against the bargaining unit member.

- 4. Bargaining unit members do not need to report for work the first two "Act of God days" in a given school year and shall not suffer any loss of wages. If the district has three to six "Act of God days" in a given school year, the member does not need to report for work, but needs to work an equivalent number of hours lost to be compensated. These additional hours need to be arranged with the supervisor and not be worked during a week where forty hours would be

exceeded. Any other amendments to the State Aid Act during the term of this Agreement which modify make-up time will be subject to the provisions of Article 20, section G, of this Agreement.

- M. The parties agree that compensatory time for bargaining unit members shall be in accordance with the following:
1. Work which will require compensatory time or additional pay shall be arranged in advance of same between the bargaining unit member and the building principal.
  2. When the building principal requires the bargaining unit member to work beyond the normal working hours, the bargaining unit member may elect to be paid or to take compensatory time.
  3. When time worked beyond the bargaining unit member's normal hours is at the request of the bargaining unit member, the election of pay or compensatory time shall be by mutual agreement between the bargaining unit member and the building principal.
  4. If a bargaining unit member is required to work more than eight (8) hours in any workday or more than forty (40) hours in any work week, the bargaining unit member shall be compensated at one and one-half (1 1/2) times his/her regular rate of pay or if compensatory time is elected, at one and one-half (1 1/2) times the hours worked.
  5. Compensatory time shall be taken or paid in full as agreed upon between the building principal and the bargaining unit member. In any event, compensatory time shall be taken or paid in full by June 30 in any given year.

**ARTICLE 9: Services to Students with a Disability**

- A. Normally, bargaining unit members will not participate in an Individual Educational Planning Committee. However, if they are asked to participate, they will be instructed as to their roles and responsibilities as well as the procedures attendant thereto.
- B. Bargaining unit members who are assigned to handicapped students whose needs are defined by the IEP and/or where special services are required will receive appropriate training by specialized personnel as necessary.

Additionally, the bargaining unit member will be provided a written copy or convenient access to medical instructions where same apply to students for whom the member is responsible.

- C. Time spent in training will be paid at the bargaining unit member's regular hourly rate. Mileage will be reimbursed where appropriate.
- D. The administration will make a reasonable attempt to provide a substitute in the absence of the regularly assigned special education assistant.
- E. Bargaining unit members who administer medication shall not be liable when medication is administered in the presence of another adult in accordance with Section 1178 of the Revised School Code as amended.

- F. Assistants who are toileting, diapering, suctioning, catheterizing or otherwise handling body fluids or waste shall be provided with disposable gloves, bags, and such other materials as are necessary toward maintaining the health and safety of both the student and the assistant.

**ARTICLE 10: Bargaining Unit Member Evaluation**

- A. New employees hired into the bargaining unit shall serve a probationary period of ninety (90) working days (i.e., ninety days of actual work). Probationary employees are employed "at-will".
  - 1. The building principal or appropriate administrator shall evaluate the bargaining unit member in writing at least once prior to the end of the probationary period.
  - 2. The bargaining unit member shall be provided with a definite written statement as to whether his/her performance was satisfactory during the probationary period.
  - 3. Should it be determined that the bargaining unit member's performance was unsatisfactory, his/her employment will be terminated prior to or at the conclusion of the probationary period. The MAEA President shall be notified of any such action by the Employer.
- B. Non-probationary bargaining unit members shall be evaluated at least once in each two (2) year period by the building principal or appropriate administrator. The evaluator will provide notice to the member, through a memorandum or meeting, by November 1 of the evaluation year to activate the evaluation process.
- C. Any evaluation of a bargaining unit member's work shall be based upon the duties as listed in the appropriate job description and the Evaluation Form(s) which are attached hereto as Appendix D. A concern must be identified and indicated to a member prior to being included on the evaluation.
- D. All evaluations shall be in writing with a copy provided to the bargaining unit member.
  - 1. A conference will be held within ten (10) workdays after drafting of the written evaluation to discuss the contents of the evaluation. The evaluation process shall be completed by June 1, or a mutually agreed upon date by the Association and Board if that date does not fall within the school year. If the evaluation is not completed by June 1, or the other designated date, the performance of the member will be considered satisfactory.
  - 2. The bargaining unit member shall sign the evaluation. His/her signature shall not be interpreted to mean that he necessarily agrees with the content of the evaluation, but that he has reviewed it with the building principal.
  - 3. A bargaining unit member may submit additional comments to be attached to the file copy of the written evaluation if he/she chooses. Such comments shall be submitted within five (5) working days after the conference between the bargaining unit member and the building principal or, in the alternative, it shall be assumed that the unit member has waived his right to submit a written response.

4. All written evaluations shall be placed in the bargaining unit member's personnel record.
  5. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms. The supervisor also shall identify the ways in which the bargaining unit member is to improve and provide assistance, if any, to be given by the Employer toward said improvement.
- E. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the reasons therefore in writing. The MAEA President shall be notified of any such action by the Employer.

**ARTICLE 11:           Discipline of Employees**

- A. Once an employee has completed the probationary period, the Employer will follow the precepts of progressive discipline (oral/written warning, oral/written reprimand, suspension with or without pay and discharge). Such discipline shall be for just cause. It is recognized that progressive discipline may vary with the seriousness of the offense. Some examples by way of illustration and not by way of limitation which warrant immediate discharge are intoxication on the job from alcohol or drugs; use of illegal drugs or consumption of alcohol on the job; possession of illegal drugs or alcohol on the job; theft; crimes involving moral turpitude; and falsification of time sheets or employment records.

Any warning of a disciplinary nature, except one involving unprofessional conduct, in a member's file which does not relate to a recurring incident within a two (2) year period from the date of such warning, shall be removed at the written request of the member provided there is concurrence of the immediate supervisor. Should the member and the immediate supervisor disagree, the Chief Financial and Personnel Officer shall make the final determination. Once removed, such documentation shall not thereafter be used against the member.

- B. The specific grounds for disciplinary action shall be presented to the bargaining unit member in advance of the imposition of discipline.
- C. All documents of a disciplinary nature will be forwarded to the employee who shall sign a receipt for a copy of the same. Signing said receipt shall not mean agreement but shall be understood to indicate awareness of the material. Should the bargaining unit member disagree with the content of the material being placed in the personnel file, he/she may have his/her written statements attached to the file copy of said material.
- D. Discipline which will be recorded in the employee's personnel record will be in private except where the administration is coping with an emergency requiring immediate corrective behavior.
- E. The bargaining unit member shall be entitled to have a representative of the Association present during a meeting which is held for the purpose of discipline. When such a request is made by the bargaining unit member, action by the Employer will be deferred for a reasonable period of time until the representative of the Association is present subject to paragraph D above. In cases of immediate discharge, the employee will have

a reasonable opportunity to confer with an Association Representative prior to being required to leave the premises.

## **ARTICLE 12: Vacancies and Transfers**

- A. A vacancy shall be defined as a newly-created position which is permanent or an existing position for which there is no bargaining unit member with a contractual right to return to same. A permanent position shall be defined as a position which will be in existence for at least ninety (90) workdays.
- B. A vacancy shall be posted in each building for a minimum of ten (10) working days before the position is permanently filled except when the vacancy is filled in accordance with Sections F, G and H of this Article.
  - 1. Should the requirements of a vacancy change prior to same being permanently filled, the vacancy shall be re-posted in accordance with the provisions of this Article.
  - 2. Should the hours of a position be increased, said hours shall be assigned to the bargaining unit member who occupies said position.
- C. Qualified bargaining unit members as well as outside applicants should submit a letter of interest, resume and references to the program supervisor or principal of the building in which the vacancy occurred.
- D. Prior to filling a vacancy, the building principal shall:
  - 1. Review all applicants.
  - 2. Interview qualified applicants (including all qualified internal applicants) either directly or through a committee established for that purpose. Should the principal establish a committee for interviews, the committee shall be composed of one or more of the following: The building principal, or assistant principal, the classroom teacher to whom the applicant will be assigned and/or a specialist who is familiar with the position requirements.
  - 3. Determine the most qualified applicant.
    - a. The qualifications for a vacancy shall be listed on the posting which may include the ability to work with teachers and students as well as other appropriate requirements.
    - b. Bargaining unit seniority shall also be a factor in filling vacancies. When the building principal determines that two (2) or more applicants' qualifications are substantially equal, the bargaining unit member with the most seniority shall be awarded the position.
    - c. Any bargaining unit member who is not awarded a vacancy pursuant to Section D, 3. a may appeal the building principal's decision in writing to the Chief Financial and Personnel Officer within five (5) workdays of filling the position permanently. If so appealed, a review of the process



will be conducted with the bargaining unit member(s) and the building principal/committee within five (5) workdays of receipt of the appeal.

Should more than one (1) bargaining unit member file an appeal, the review may be conducted with all such bargaining unit members present. The Chief Financial and Personnel Officer may affirm, modify, or reverse the decision of the building principal and may subsequently re-post the position where appropriate.

- E. A bargaining unit member may occupy more than one (1) position in the bargaining unit provided that the hours of work and the position requirements do not conflict with one another; and provided further, that the hours do not make the employee eligible for health insurance coverage as a full-time employee under PPACA or other applicable law. The rate of pay for each position shall be in accordance with the appropriate hourly rate as set forth at Appendix A of this Agreement.
- F. If a bargaining unit member on layoff status is qualified for a vacancy, posting of the position shall not be required and the bargaining unit member on layoff shall be recalled.
- G. A bargaining unit member who desires a transfer may file a transfer request with the building principal, a copy of which shall be sent to the Chief Financial and Personnel Officer. Once submitted, a transfer request will be valid for one (1) calendar year.
- H. The Employer reserves the right to assign or transfer a bargaining unit member to a position which is appropriate for the bargaining unit member, the teacher and students involved.
- I. A bargaining unit member's hourly rate of pay shall not be reduced as a result of any temporary change in duties.
- J. Whenever possible, a bargaining unit member intending to resign will provide the Employer with written notice at least two (2) weeks prior to the effective date of said resignation. Failure to provide at least two (2) weeks notice will result in the posting period being reduced to five (5) days unless an exception is granted by the administration for circumstances beyond the bargaining unit member's control.
- K. Bargaining unit members shall be given serious consideration in filling vacancies both within and outside of the bargaining unit before hiring new employees. Bargaining unit members interested in working as a substitute aide during non-scheduled work time may contact the Human Resources Department.

**ARTICLE 13: Seniority, Layoff and Recall**

- A. Bargaining unit seniority shall be defined as the length of continuous employment in the bargaining unit and is compared with others within the groupings, as defined below in paragraph B.
  - 1. Only members of the bargaining unit shall accrue seniority within the unit. Temporary employees shall not establish a date of hire for purposes of accruing seniority in the bargaining unit.

2. A probationary bargaining unit member shall have no seniority until the completion of the probationary period at which time seniority shall revert to the individual's first day of work.
  3. Unpaid leaves of absence shall not constitute an interruption in continuous employment. Seniority date adjustments made from July 1, 1997 – August 15, 2006 for unpaid leaves of absence shall remain in force. Excessive use of unpaid leaves (docked days), except for medical reasons for the member or in the individual's immediate family, is discouraged and may result in disciplinary action.
  4. Seniority shall continue to accrue for up to sixty (60) days of an approved medical leave for the individual or immediate family member.
  5. Days worked in a non-bargaining unit position shall not be used for seniority purposes or for establishing a date of hire within the bargaining unit.
  6. Should a bargaining unit member transfer to a non-bargaining unit position with the Mason Public Schools, seniority shall not continue to accrue; however, the unit member shall have his/her seniority frozen until such time as he/she may return to the bargaining unit.
  7. Seniority shall be lost should the bargaining unit member resign, retire, or is discharged or is out of the bargaining unit for a period of two(2) calendar years.
- B. The groupings in this section are used to determine seniority for layoff and recall purposes.
1. Grouping A: Special Education Interpreter Assistants  
 Grouping B: Success Learning Center Assistants  
 Elementary Library Assistants  
 Elementary Computer Lab Assistants  
 Middle School Library Assistants  
 Middle School Computer Lab Assistants  
 High School Library Assistants  
 Grouping C: Tutor Advocates  
 Kindergarten Aides  
 Literacy Aides (Grades 1 and 2)  
 Special Education Assistants
  2. Seniority is gained within the group (A,B,C) and all groupings below it.
  3. The foregoing seniority as a bargaining unit member by grouping shall be utilized in Article 12 Section D.3.b. as therein specified.
- C. The Employer shall prepare and maintain the seniority list, a copy of which shall be provided to each bargaining unit member by October 15 each year. Should a bargaining unit member disagree with the seniority list, the person shall have twenty (20) workdays to challenge the seniority list through the grievance process.

1. Should two (2) or more bargaining unit members share the same date of hire, relative rankings on the seniority list shall be determined by the bargaining unit member whose last name occurs first, second, etc. alphabetically. Should a bargaining unit member's last name change during the course of employment, such change shall be noted on the seniority list, but the person's relative ranking on the seniority list shall not change. Hyphenated names shall be ranked by the first name of the hyphenated last name.
  
2. The seniority list shall be prepared by the Administration and given to the Association annually on or before September 15. The Association shall have one (1) month to prepare any changes thereto and return it to the Administration. Thereafter, the parties shall meet and approve any changes from the initial list. Once the final list is approved by both parties, it shall be posted for three (3) days. Thereafter, the list shall become final and binding on all parties and may not thereafter be altered.

The seniority list format shall be as follows:

Name	Position Grouping	Building	Date of Hire/ Adjusted Seniority

List the most senior bargaining unit member(s) first and proceed down to the least senior bargaining unit member.

- D. The Employer shall have the right to layoff and/or reduce staff.
  
- E. A layoff shall be defined as a reduction in the work force, but shall not include temporary interruptions of scheduled work due to circumstances beyond the control of the Employer.
  
- F. The District will endeavor to give bargaining unit members who will be affected by a layoff for the following school year written notice prior to the end of the current school year. However, written notice shall be provided by July 1. The District shall retain the right to layoff bargaining unit members after the school year begins due to a decline in student enrollment or other financial imperatives with two-weeks written notice.
  
- G. The Employer shall layoff employees according to seniority within the grouping system presented in Section B. of this Article. Layoffs will commence by selecting the least senior bargaining unit members within the designated portion of the grouping system, subject to certification requirements, qualifications and/or specialized training within the position. Specifically, if a position(s) is eliminated within a grouping, the least senior person(s) shall be displaced. The displaced member, if possessing greater seniority, shall be placed in the position of the least senior member in the next lower grouping. After this process is completed, the displaced individual(s) with the lowest seniority would be subject to layoff. For purposes of clarification, a member shall have the right

to utilize the contractual bumping process to make themselves whole even if their position has only been eliminated or reduced in part.

- H. In the event it becomes necessary to reduce staff, the Employer shall meet with the designated Association representative(s) at least twenty-one (21) days prior to the effective date of the layoff. At such meeting, the Employer shall submit a list of the names of the bargaining unit.

A displaced bargaining unit member shall have the option of taking a voluntary layoff without the loss of seniority or recall rights. No additional seniority would accrue during the voluntary layoff, and the member would not be eligible to collect unemployment benefits.

- I. A laid off unit member shall be entitled to recall for a period of two (2) calendar years from the effective date of layoff. Thereafter, the employee shall lose right to recall. Probationary employees shall have no right of recall.
- J. Any recall notice given to a bargaining unit member on layoff shall state the date, time and place the bargaining unit member is to report for duty. Failure to report as scheduled shall constitute a voluntary quit unless reasons sufficient to the Employer are made known to the Employer in advance of the scheduled report date.
- K. It shall be the bargaining unit member's responsibility to provide the Employer with a current address for purposes of recall. Any notice sent to the last address on file shall be deemed sufficient.
- L. At the time of recall, seniority, certification, qualifications and specialized training shall be factors considered by the Employer. The Employer shall recall laid off bargaining unit members within groupings before hiring new employees.
- M. Various jobs are defined and attached to this Agreement as Appendix E.

#### **ARTICLE 14: Qualification/Certification**

- A. If the No Child Left Behind Act (NCLBA) allows parties to adjust/modify the requirements of the Act, the parties agree to commence bargaining. Where the NCLBA requires the district to take action contrary to the contract, bargaining shall commence in a timeframe sufficient to allow completion of bargaining prior to implementation under the deadlines specified in the Act.
- B. If an Instructional Assistant has been determined by the Michigan Department of Education of Federal guidelines as meeting the requirements of 20 USC 6319©, then the individual shall be considered by this school district as meeting the requirements.
- C. Any bargaining unit member who successfully completes the state certification test (Work Keys or the Teacher Certification Test) will be reimbursed for the cost of the test.

#### **ARTICLE 15: Leaves of Absence**

- A. At the beginning of each school year, each bargaining unit member shall be credited with ten (10) times the daily work hours of sick leave of which two (2) times the daily work hours may be used for personal business as defined in section B. Unused sick

leave may accumulate from year to year to a maximum of one hundred (100) times the number of anticipated work hours for the year. Cap adjustments for overload positions or other variations of work hours greater than .5 hours per day will be made at the end of the school year.

1. The bargaining unit member may use all or any portion of his/her sick leave to recover from individual's own illness or disability, or due to the illness of the member's child/children, parent(s), grandparent(s) or spouse.
2. The bargaining unit member may use a maximum of four (4) times the daily hours scheduled to work each year for illness or other family members residing within the immediate household.
3. Time necessary to fulfill dental and medical appointments when such appointments can not be made at any other time, can be charged to the bargaining unit member's sick leave in hours equivalent to ½ day or full day increments subject to the approval of the immediate supervisor. In addition, personal business leave may be used for medical or dental appointments.
4. Members working four (4.0) hours or less per day shall use sick leave in the daily number of hours assigned. Members working greater the four (4.0) hours per day may use the sick leave in increments equal to one half day or one full day allocated hours. For example, a member who works 4.5 hours per day may use the time in half day (2.25 hours) or full day (4.5 hours) increments.
5. Sick leave which was earned prior to an unpaid leave of absence shall be held in reserve pending the return of the bargaining unit member.
6. Absence due to injury incurred during the course of the bargaining unit member's employment shall not be charged against the unit member's sick leave. The bargaining unit member shall be entitled to use his sick leave on a pro-rata basis to make up the difference between his regular rate of pay and Worker Compensation benefits provided that the use of sick leave shall not reduce the Worker Compensation benefits.
7. The bargaining unit member may use up to five (5) times the daily hours scheduled to work for death in the immediate family. Immediate family shall include the member's spouse, child/children, parents, parents-in-law, grandchildren, grandparents, grandparents-in-law, step-siblings and siblings. The Superintendent may, in his discretion, extend the leave period.
8. A member may use one (1) times the daily number of work hours of sick leave as funeral hours to attend the funeral/memorial service of an individual outside of the immediate family. If the member has used the funeral hours and personal business hours for the year, the member may request additional hours to attend a funeral/memorial service of an individual outside of the immediate family. This request would be made to the Superintendent.
9. If at the close of the preceding school year, a bargaining unit member shall not have used more than two (2) times the number of daily work hours of sick leave (including personal business hours) and shall have accumulated thirty (30) times the number of daily work hours of sick leave, then, in the following year, the

bargaining unit member shall be entitled to one (1) times the number of daily work hours of "earned hours" to be taken at the bargaining unit member's discretion.

- a. The bargaining unit member intending to use "earned hours" shall notify the building principal at least one (1) workday in advance.
- b. The principal of each building shall not be obligated to grant more than three (3) "earned hours" and/or personal business hours on any given day.
- c. "Earned days" shall accumulate up to a maximum of five (5) days at the rate of one (1) day per year. The use of an "earned day" shall not be counted as part of any other leave.

B. The personal business hours may be used for the bargaining unit member's personal business which cannot otherwise be transacted except during normal working hours.

1. The bargaining unit member must apply in writing with the building principal at least twenty-four (24) hours in advance of the requested absence and state the reasons therefore in writing. A member who shall have accumulated a balance of thirty (30) times the number of daily work hours of sick leave need not specify a reason for the personal business hours, but verifies by making application that the leave is for proper use.
2. Personal business leave may not be used to extend holidays or vacation periods, nor for recreational or social activities.
3. Unused personal leave shall accrue as sick leave.
4. Personal business leave shall be deducted from the bargaining unit member's accumulated sick leave.

C. A bargaining unit member who serves on jury duty will be paid the difference between his regular pay and the juror fee, provided proof of service is submitted. Any member who is compelled via subpoena or summons to appear as a witness in legal proceedings involving the District shall be permitted to be absent without loss of compensation or compensable leave.

D. Upon the Chief Financial and Personnel Officer's prior approval, the bargaining unit member may attend appropriate conferences and/or training seminars.

1. The Board will provide a substitute where appropriate at its expense.
2. The bargaining unit member shall receive the regular hourly rate for actual time at such conference and/or training. Travel time will not be reimbursed.
3. Travel expenses, meals, lodging and registration fees will be reimbursed provided the bargaining unit member submits the appropriate receipts/vouchers and documentation of the conference attended.

- E. The Employer shall grant an unpaid leave of absence for up to one year to employees upon proper written application and medical documentation. The employee's life insurance benefit and seniority accrual shall continue for a period of up to twelve (12) weeks during such leave.
1. Requests for leave of absence shall include the reason for the leave together with an identification of the beginning and ending dates of said leaves.
  2. At least thirty (30) calendar days prior to the date a leave of absence is scheduled to expire, a bargaining unit member shall notify the Employer of his intent to return to work.
  3. Upon return from an unpaid leave of absence of thirty (30) working days or less, the bargaining unit member shall be reinstated to the position he occupied at the time the leave was granted. Upon return from an unpaid leave of absence of thirty-one (31) or more working days, the bargaining unit member shall be reinstated to the first vacancy for which he is qualified.
  4. Unpaid leaves of absence granted pursuant to this Agreement may be extended at the discretion of the Employer.
- F. The Family Medical Leave Act of 1993 does not abrogate the rights of the parties under this Agreement. Where additional benefits are extended to bargaining unit members by the Act, those additional benefits will be honored by the Board. Where certain Employer rights are also granted in connection with such additional benefits, the Board shall be permitted to exercise same. To the extent that leaves of absence are granted under this Agreement, whether paid or unpaid, the rights granted hereunder will serve to satisfy the requirements of the Family Medical Leave Act to the extent permitted by law. All applications for leave pursuant to the Family Medical Leave Act will comply with Board policy.
1. Pursuant to the Family Medical Leave Act of 1993, a bargaining unit member who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12 month period for one or more of the following reasons:
    - (a) the birth of the bargaining unit member's child in order to care for the child;
    - (b) the placement of a child with the bargaining unit member for adoption or foster care;
    - (c) the need to care for the bargaining unit member's spouse, child, or parent who has a serious health condition; or
    - (d) a serious health condition that renders the bargaining unit member incapable of performing the duties of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this Agreement for the above purposes shall be charged against the bargaining unit member's leave entitlement under the Family Medical Leave Act at the election of either the

Board or the assistant. Other conditions of the Family Medical Leave Act shall apply to leaves in this Section.

2. The bargaining unit member's insurance shall be continued, with the premiums paid by the District, at the level and under the conditions the same would have been provided if the bargaining unit member had continued in the employment during the leave period. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for his/her insurance during the twelve (12) week period of the leave, unless the bargaining unit member did not return to work due to circumstances beyond his/her control.
  3. A bargaining unit member may elect to use his/her accumulated sick leave and/or business leave where applicable during a leave pursuant to the Family Medical Leave Act.
  4. The Board reserves the right to require certification from the bargaining unit member's health care provider, or that of the bargaining unit member's spouse, child or parent, as the case may be. All certification(s) shall state: the date on which the serious health condition commenced, the probable duration of the condition, and the diagnosis and intended treatment of the condition. When the leave is for a bargaining unit member's spouse, parent or child, the certification shall also state that the bargaining unit member is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit member is needed for such care. When the leave is for a bargaining unit member, the certification shall also state that the bargaining unit member is unable to perform the duties of his/her employment. The Board may require that the bargaining unit member obtain subsequent recertification on a reasonable basis.
  5. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection 4 above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the bargaining unit member, whose opinion shall be final and binding.
  6. A bargaining unit member, upon return from unpaid leave pursuant to the Family Medical Leave Act shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the bargaining unit member is qualified.
  7. In recognition of the confidential nature of the required certification(s) set forth herein, all such information shall be requested by and submitted to the Chief Financial and Personnel Officer .
- G. Any paraprofessional who has been employed for at least seven (7) consecutive years by Mason Public Schools may be granted an unpaid leave of absence, not to exceed one (1) year, for the purpose of permitting the bargaining unit member to continue his/her education. During such leave the member shall have his/her seniority frozen



until such time as he/she returns from leave. The District shall have the right to use a substitute employee to fill the position vacated by the employee during such leave. The employee shall return to the position at the end of the leave, unless the position has been eliminated, in which case the employee shall be reemployed in an equivalent position for which the bargaining unit member is qualified.

**ARTICLE 16:           Holidays**

Labor Day, Thanksgiving Day and the Friday following, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day and Memorial Day shall be paid holidays for all bargaining unit members.

**ARTICLE 17:           Compensation**

A.     The hourly wage rates of employees covered by this Agreement are set forth in the wage schedule, Appendix A, which is attached to and incorporated in this Agreement. The longevity schedule is set forth in Appendix B.

Wages remain unchanged. However, a one-time stipend in the amount of one-day's base pay shall be paid to all bargaining unit members who are actively on the payroll as of the first pay period of May 2013. Advancement on the longevity schedule shall occur the 2012-13 school year as of the first pay-period following ratification by both parties, with no retroactivity. There shall be a re-opener on the matter of advancement on the longevity schedule for the 2013-14 school year. If the parties are not able to agree on the re-opener, it is agreed that either party may enlist the assistance of Mediator James Spalding to help resolve the dispute.

B.     A bargaining unit member who is temporarily assigned duties which are not part of his/her normal assignment responsibilities and which earn a higher rate of pay shall receive the higher rate of pay for the period she assumes such an assignment.

C.     A bargaining unit member who is required in the course of his/her work to drive his/her personal automobile shall be reimbursed for mileage in accordance with Board policy. Bargaining unit members will not transport students.

D.     A bargaining unit member who loses hour(s) as a result of Early release Days may work the equivalent of the lost hours during the pay period to maintain the same level of compensation.

**ARTICLE 18:           Insurance Benefits**

A.     The Employer shall provide without cost to the bargaining unit member term life insurance protection with AD & D in the amount of \$20,000.00.

B.     The bargaining unit member shall be entitled to participate in any of the fringe benefit programs offered by the Employer if permitted by the carrier. Such participation shall be at the group premium rate and at the bargaining unit member's own expense.

**ARTICLE 19:           Retirement**

Each bargaining unit member, upon resigning from the Mason Public Schools for the purposes of retirement under the Michigan Retirement Law, shall be paid a terminal leave payment of

\$75.00 for each year of service to the District, provided the bargaining unit member has been employed by the District for at least ten (10) years.

**ARTICLE 20: Bargaining Process**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. However, notwithstanding the above, in the event of a change in the law affecting the terms of this Agreement, the parties agree to negotiate about the effect of such change.
- B. Negotiations on a successor Agreement shall begin upon written notice of either party at least sixty (60), but not more than ninety (90) calendar days prior to the expiration of this Agreement.
- C. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- D. Representatives of the Employer and the Association may meet, during the term of this Agreement, for the purpose of discussing matters of mutual concern. These meetings are not intended to by-pass the grievance procedure or to constitute negotiations. Any such meeting shall be held outside employee work hours unless otherwise agreed to by the Employer.
- E. This Agreement supersedes any rules, regulations, or practices of the Board which shall be contrary to or inconsistent terms contained in any individual contract heretofore executed between members of the bargaining unit and the Board of Education. Any individual contract with a bargaining unit member hereinafter executed shall be expressly subject to and consistent with the terms of this or subsequent agreements executed by the parties. This Agreement shall be controlling should any individual contract contain any language which is inconsistent with this Agreement.
- F. If any provision of this Agreement is subsequently found to be in conflict with any applicable federal or state statute, only that portion of such provision which is in conflict shall be determined to be void. If any provision of this Agreement should become void during the life of the Agreement, either party may request a meeting to negotiate a substitute for the voided provision.
- G. Copies of this Agreement upon its ratification shall be printed at the joint expense of the Employer and the Association and presented to all bargaining unit members currently and hereafter employed by the Employer.

H. There shall be four (4) signed copies of this Agreement, two (2) of which shall be retained by the Association and two (2) of which shall be retained by the Employer.

**ARTICLE 21: Duration of Agreement**

This Agreement shall be effective as of the date of the last party to ratify this Agreement.

This Agreement shall expire on August 15, 2014.

For the Association

For the Employer

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Bargaining Unit Team Members**

Chris Petrimoulx	Chief Finance and Personnel Officer
Lisa Francisco	Alaiedon Elementary Principal
April Switzenberg	MAEA President/ Special Education Assistant
Amy Place	MAEA/Special Education Assistant
Linda Carter	MAEA/ Special Education Assistant
Marene Barker	MAEA/ Special Education Assistant
Rose Ann Slee	MAEA/Special Education Assistant
Lana Moran	MAEA/Library Aide
Lisa Wills	MAEA/Library Aide
Dan Zarimba	MEA Uniserv Director

**APPENDIX A: Hourly Rates of Pay**

	<u>2012-13</u>	<u>2013-14</u>
<u>CLASS 1</u>		
Instructional Assistants in General Education		
Probationary rate	\$ 8.51	\$ 8.51
Regular rate after 60 workdays	\$ 9.35	\$ 9.35
After one (1) year*	\$ 9.91	\$ 9.91
 <u>Class 2</u>		
Library Assistants and Computer Lab Assistants		
Probationary rate	\$ 8.38	\$ 8.38
Regular rate after 60 workdays	\$ 9.49	\$ 9.49
After one (1) year*	\$10.33	\$10.33
 <u>Class 3</u>		
Special Education Assistants		
Probationary rate	\$ 9.22	\$ 9.22
Regular rate after 60 workdays	\$10.33	\$10.33
After one (1) year*	\$11.17	\$11.17
 <u>Class 4</u>		
Special Education Interpreter Assistants		
Probationary rate	\$10.61	\$10.61
Regular rate after 60 workdays	\$11.43	\$11.43
After (1) year*	\$12.56	\$12.56

\*Provided the employee works at least 90% of the scheduled work year.

**APPENDIX B: Longevity Pay**

Bargaining unit member shall receive longevity pay according to their anniversary date for the duration of this Agreement.

<u>Years of Service</u>	<u>Longevity Pay Per Hour</u>
Over 5 (5 years and a day)	\$ .23 over regular rate
Over 10	\$ .50 over regular rate
Over 15	\$ .90 over regular rate
Over 20	\$1.10 over regular rate

**APPENDIX C**

**GRIEVANCE REPORT FORM**

Grievance \_\_\_\_\_

GRIEVANCE REPORT

Submit to Principal in Duplicate

Distribution of Form

- 1. Chief Financial and Personnel Officer
- 2. Principal
- 3. Association
- 4. Grievant(s)

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Building	Assignment	Name of Grievant	Date Filed
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**LEVEL TWO**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Contract Provision Violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

If additional space is needed in reporting Section B-1 & 2 of Step I, attach an additional sheet.  
(Note: Continued)

D. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

LEVEL THREE

A. Date Received by Chief Financial and Personnel Officer \_\_\_\_\_  
B. Disposition of Chief Financial and Personnel Officer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

LEVEL FOUR

A. Date Received by Secretary of Board \_\_\_\_\_  
B. Disposition of the Board of Education \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

LEVEL FIVE

A. Date Submitted for Arbitration \_\_\_\_\_  
Submitted by \_\_\_\_\_

**APPENDIX D: COMPUTER LAB AIDE EVALUATION FORM**

Name: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

School: \_\_\_\_\_ Position: \_\_\_\_\_

<u>Areas of Responsibility</u>	<u>Code</u>
1. Maintains working knowledge of various computer applications (Word, Excel, Power Point, etc.).	_____
2. Assists students with computer applications.	_____
3. Assists staff with computer programs and applications.	_____
4. Maintains computer lab equipment, supplies, and materials.	_____
5. Develops and maintains schedule of computer lab use times.	_____
6. Communicates software and hardware needs with the Information and Technology Department.	_____
7. Assists the teacher with other tasks as needed to facilitate the program.	_____
8. Maintains confidentiality for all school-related information.	_____
9. Performs other duties as assigned by the principal.	_____

General Comments:

The above-named employee \_\_\_\_\_ is recommended; \_\_\_\_\_ is not recommended for continued employment.

- Evaluation Code**  
1 - Above Average  
2 - Average  
3 - Needs Improvement  
4 - Unsatisfactory  
5 - Not Observed

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

**APPENDIX D: Elementary Library Assistant Evaluation Form**

Name \_\_\_\_\_ Date of Evaluation \_\_\_\_\_

School \_\_\_\_\_

<u>Areas of Responsibility</u>	<u>Code</u>
1. Handles the circulation process for library materials.	_____
2. Compiles weekly overdue notices and collects money for lost or damaged materials.	_____
3. Conducts a weekly library period for each class in the school.	_____
4. Processes and prepares incoming materials for the library collection.	_____
5. Maintains organized system to catalog books.	_____
6. Repairs library materials.	_____
7. Maintains an orderly library collection for easy retrieval of materials and maintains necessary records.	_____
8. Conducts library inventory.	_____
9. Gathers various library materials for teachers upon request.	_____
10. Handles inter-library loan requests among the Mason elementary schools.	_____
11. Receives and returns materials to REMC 13.	_____
12. Maintains A-V equipment through yearly cleaning and repair when needed.	_____
13. Conducts/assists with special projects, i.e., Book Fairs, reading programs, instruction (when necessary), visiting authors.	_____
14. Provides general information for library users.	_____
15. Provides assistance in the use of the library resources and equipment.	_____
16. Maintains confidentiality for all school-related	_____



information, as appropriate.

\_\_\_\_\_

17. Performs all other duties as directed by the principal.

\_\_\_\_\_

General Comments

Evaluation Code

1 = Above Average

2 = Average

3 = Needs Improvement

4 = Unsatisfactory

N/A = Not Applicable

The above-named employee \_\_\_\_\_ is recommended \_\_\_\_\_ is not recommended for continued employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

**APPENDIX D: Instructional Assistant/Special Education Assistant Evaluation Form**

Name: \_\_\_\_\_

Date of Evaluation \_\_\_\_\_

School: \_\_\_\_\_

Position \_\_\_\_\_

Areas of Responsibility

Code

- |  |       |
|--|-------|
| 1. Assists by tutoring individual students or groups of students                 | _____ |
| 2. Assists teacher in helping students develop a positive self-concept.          | _____ |
| 3. Assists in student make-up work.  | _____ |
| 4. Prepares classroom materials.   | _____ |
| 5. Maintains appropriate records for assigned students.                          | _____ |
| 6. Assists in keeping a neat and orderly room.                                   | _____ |
| 7. Assists the teacher with tasks as needed to facilitate the program.           | _____ |
| 8. Maintains confidentiality for all school-related information, as appropriate. | _____ |
| 9. Performs other duties as assigned by the principal.                           | _____ |

General Comments

The above-named employee \_\_\_\_\_ is recommended \_\_\_\_\_ is not recommended for continued employment.

Evaluation Code

- 1 = Above Average
- 2 = Average
- 3 = Needs Improvement
- 4 = Unsatisfactory
- N/A = Not Applicable

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

**APPENDIX D: Middle/High School Library Assistant Evaluation Form**

Name \_\_\_\_\_ Date of Evaluation \_\_\_\_\_

School \_\_\_\_\_

Areas of Responsibility

Code

- 1. Handles the circulation process for library materials. \_\_\_\_\_
- 2. Compiles weekly overdue notices and collects money for lost or damaged materials. \_\_\_\_\_
- 3. Processes and prepares incoming materials for the library collection. \_\_\_\_\_
- 4. Repairs library materials. \_\_\_\_\_
- 5. Maintains an orderly library collection for easy retrieval of materials and maintains necessary records. \_\_\_\_\_
- 6. Conducts library inventory under the supervision of the middle/high school librarian. \_\_\_\_\_
- 7. Gathers various library materials for teachers upon request. \_\_\_\_\_
- 8. Receives and returns materials to REMC 13. \_\_\_\_\_
- 9. Maintains A-V equipment through yearly cleaning and repair when needed. \_\_\_\_\_
- 10. Assists librarian with special projects, i.e., Book Fairs, reading programs, instruction (when necessary), and visiting authors. \_\_\_\_\_
- 11. Provides general information for library users. \_\_\_\_\_
- 12. Provides assistance in the use of the library resources and equipment. \_\_\_\_\_
- 13. Maintains confidentiality for all school related information, as appropriate \_\_\_\_\_
- 14. Performs all other duties as directed by the principal. \_\_\_\_\_

General Comments

Evaluation Code  
1 = Above Average  
2 = Average  
3 = Needs Improvement  
4= Unsatisfactory  
N/A = Not Applicable

The above-named employee \_\_\_\_\_ is recommended \_\_\_\_\_ is not recommended for continued employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

---

Administrator's Signature

---

Supervising Librarian's Signature

## **APPENDIX E: Job Definitions**

### Instructional Assistant:

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for the students.

### Secondary Library Assistant:

A bargaining unit member employed to assist the librarian in providing the use of library resources and equipment in the high school and middle school (secondary).

### Elementary Library Assistant:

A bargaining unit member employed to manage an elementary library under the supervision of the building principal and/or his designee.

### Special Education Assistants:

#### Early Childhood Developmental Classroom Assistant (ECDC):

A bargaining unit member employed to assist the teacher with classroom activities including diapering and bathrooming. The assistant must be physically able to lift students.

#### Cognitively Impaired Classroom Assistant (CI):

A bargaining unit member employed to assist teacher with students with multiple impairments or severe needs. CI assistants need "special training" because of their involvement in healthcare functions. The assistant must be physically able to lift students, or assist with behavioral plans or bath rooming duties.

#### Emotionally Impaired Classroom Assistant (EI):

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for students. The assistant may be required to assist with bathrooming and behavioral management and must be able to physically lift students.

#### Learning Disability Classroom Assistant (LD):

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for students.

#### Resource Program Classroom Assistant:

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for students.

#### Health Care Assistant:

A bargaining unit member who is assigned to an individual student. The appropriateness of the assistant must be documented by an IEP. Special training may be necessary including bathrooming and related healthcare/behavioral management. The assistant must be physically able to lift students.

Interpreter Assistant:

The bargaining unit member who assists a deaf child. The position requires college credits for signing. The required training is less than that of a college degree program.

Autistically Impaired Instructional Assistant (AI):

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for the students. The assistant may be required to do behavior management and assist with bathrooming duties.

Physically Impaired or Otherwise Health Impaired Assistant (PI) or (OHI):

A bargaining unit member employed to assist a student with physical impairments. The appropriateness of the employee must be documented by an IEP. Special training may be necessary including bathrooming and related health care/behavior management.

Hearing Impaired Assistant: (HI):

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for the students. Training and understanding signing may be required.

Visually Impaired Assistant (VI):

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for the students. The assistant may be required to do behavior management and assist with bathrooming duties.

## **Negotiations Notes/Understandings:**

### **2006-07**

- A process has been established to address appeals of lost seniority days as a result the changes in Article XII. A. 3. A committee consisting of the MAEA Co-Presidents and the Chief Financial and Personnel Officer will convene to hear any appeals. Only lost seniority days involving medical reasons are subject to the appeal process. Any member wishing to appeal must submit a request to the Chief Financial and Personnel Officer within forty-five days of the ratification of the Collective Bargaining Agreement by the Association (MAEA-MEA/NEA) and the Board of Education. All decisions of the appeal committee are final and will be made prior to the end of the 2006-07 school year. These decisions are not subject to the grievance procedure.
- A joint memo will be drafted reminding Special Education Aides to not leave the building if their assigned students are absent or leave. The aides should report to the principal's office for assignment.

### **2010-11**

The conversion list of sick hours is approved to the point that we can address the other issues associated with it. Once the Agreement is settled and ratified, Jim will need to meet with approximately eight individuals to finalize their conversions. Other issues and the proposed resolutions associated with the conversion are listed below.

- APPEAL PROCESS – April and Jim will serve as the two-person committee to resolve any problems associated with the conversion.
- CAP CONVERSION (100 Days to Hours) – Each individual member's cap for the year will be determined by multiplying 100 times the number of anticipated hours for the year. Adjustments for overload positions or variations of hours greater than +/- .5 will be made at the end of the year.
- ADDITIONAL ASSIGNMENTS – Members working in temporary positions (e.g. overload aide) or additional hours, will have their sick hours adjusted at the end of the year. (e.g. *means for example...but not limited to the one listed example*)

Hours will be allocated by the extra time worked (daily additional hours) times the number of months in the position. If additional hours are earned, and docked hours have occurred, the member shall have the option of being compensated for lost hours, or the hours will be rolled over to the following school year. Such request for compensation should be made on the last time sheet of the year.

- EARNED HOURS – The following criteria must be met to qualify for "Earned Hours":
  - Full time employees (>=> 6.5 hrs/day) – Must have accumulated 180 hours
  - Part time employees – ( < 6.5 hrs/day – Must have accumulated 90 hours
  - Been in the district and bargaining unit a minimum of 3 years
  - Miss 2x the current hours or less in the previous year

## 2012-13 Letter of Agreement

The parties agree to the following:

In the event that a bill is passed in both chambers of the State Legislature that would result in the District either having funding reduced, or losing out on the ability to obtain additional funding (for example, obtaining “best practice” funds), because the District has agreed to extend in this agreement the agency fee requirements as provided in Article 5.B., then immediately and automatically upon passage of the bill by the second chamber (before the bill is presented to the Governor), Article 5.B. of the parties’ agreement shall be null and void ab initio.