

MASTER AGREEMENT

BETWEEN

NORTHPORT EDUCATION SUPPORT  
PERSONNEL ASSOCIATION, MEA/NEA

AND

NORTHPORT BOARD OF EDUCATION

2012 - 2013

October 8, 2012

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## **ARTICLE 1**

### **AGREEMENT**

1.1 This agreement entered into this eighth (8th) day of, October, 2012 by and between the Northport Education Support Personnel Association-MEA/NEA, hereinafter called the "Union," and Northport Board of Education, hereinafter called the "Employer."

1.2 In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 2

### BOARD OF EDUCATION RIGHTS

#### RULES AND POLICIES:

2.1 The Union recognizes that the Employer has the responsibility and authority to adopt reasonable rules or policies, to manage and direct, on behalf of the public, operations and activities of the Northport Public Schools to the extent authorized, or not specifically withheld from it, by the Michigan School Code (as revised and amended) and by the laws and the Constitution of the State of Michigan and of the United States of America, including, by way of illustration and not limitation, the following:

2.2 Manage and control the school's business, the equipment and the operations, and to direct the working forces and affairs of the Employer.

2.3 Continue its rights and past practices of assignment and direction of work to all 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.

2.4 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), and to determine the size of the work force and to lay off employees.

2.5 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 on the work or changes therein, the institution of new and/or improved methods or changes therein.

2.6 Adopt reasonable rules and regulations. Bargaining unit members will receive a copy of all written rules and regulations.

2.7 Determine the qualifications of employees.

2.8 Determine the number and locations or relocation of its facilities, including the establishment or relocation of new schools, buildings, department divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

2.9 Determine the placement of operations, productions, service, maintenance or distribution of work and the source of materials and supplies.

2.10 Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

2.11 Determine the size of the management organization, its functions, authorities, amount of supervision and table of organization provided that the Employer shall not abridge any rights of employees as specifically provided in this Agreement.

2.12 Determine the policy affecting the selection, testing or training of employees, providing that such election shall be based upon lawful criteria.

2.13 The exercise of the foregoing rights, authority, duties and responsibilities of 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 of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan and the Constitution and laws of the United States of America. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations as they pertain to education.

## ARTICLE 3

### UNION RIGHTS

3.1 The Employer agrees to furnish the Union in response to reasonable requests for all available information concerning the financial resources of the District, the budget and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees and preparing for grievances and negotiations. This information includes, but is not limited to: names, addresses, seniority, wage, experience, credit, anniversary dates of all bargaining unit members and compensation paid to them, agendas, minutes and all Employer Board meetings, and census and membership data. The Union agrees that requests for specific information will be made in writing through its president or someone designated by him/her and that requests will be made sufficiently in advance of their need so the Employer may have ample time to prepare and/or assemble the information. In general, such information will be made available in the form in which it is kept, and the Employer will not be required to prepare information in any specific format to meet the needs of the Union. Original records may be examined only at the offices of the Employer.

3.2 **Bulletin Board** - The Union shall have the right to post notices of activities and matters of Union concern at mutually agreed upon designated bulletin boards in each building.

3.3 **Special Conferences** - Special conferences for important matters of mutual concern may be arranged at the request of either party.

3.4 **Use of Facilities and Equipment** - The Union shall have the right to use and have access to facilities and/or equipment at reasonable times when facilities and/or equipment is not otherwise in use, subject to scheduling the use of facilities and/or equipment through the Employer. The Union shall pay the Employer for the reasonable costs of all materials and supplies incidental to such use. The use of facilities and/or equipment does not extend to individual members of the bargaining unit for personal use.

3.5 **First Day Orientation** - All bargaining unit members shall attend and stay the entire time of the first day orientation of each school year. Bargaining unit members shall be compensated at their hourly rate for attending this meeting. Failure to attend and stay may result in discipline.

3.6 **Employee Leave for Union Business** - At the beginning of the school year, the Union shall be credited with four (4) days to be used by bargaining unit members who are officers or agents of the Union for Union business at the discretion of the Union. The Union agrees to pay the cost of any wages for the substitute who fills in for the absent employee, and to provide written notification to the Superintendent not less than five (5) days in advance of the employee taking such leave. Not more than one (1) employee shall be absent on the same date under this subsection.

3.7 The Union agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Union or by reason of his/her involvement in or non-involvement in collective negotiations with the Employer.

## **ARTICLE 4**

### **RECOGNITION**

4.1 Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay wages, hours of employment and other conditions of employment for the term of this Agreement, for all the employees of the Employer included in the bargaining unit as described below:

4.2 All regularly employed bus drivers, bus aides, custodians, clerks, classroom aides, and food service employees, excluding therefrom all supervisors, school secretary, business manager, substitutes and all others.

## ARTICLE 5

### DEFINITIONS AND CLASSIFICATIONS

- 5.1 **CLASSROOM AIDES:** A bargaining unit member assigned to a classroom aide position, and has completed his/her probationary period as provided in Article 19, Seniority, Section 19.2, probationary employees.
- 5.2 **CLERK:** A bargaining unit member assigned as an office assistant, other than the school secretary, and has completed his/her probationary period as provided in Article 19, Seniority, Section 19.2, probationary employees.
- 5.3 **CUSTODIAN:** A bargaining unit member assigned to a custodial position, and has completed his/her probationary period as provided in Article 19, Seniority, Section 19.2, probationary employees.
- 5.4 **FOOD SERVICE EMPLOYEE:** A bargaining unit member assigned to a food service position, and has completed his/her probationary period as provided in Article 19, Seniority, Section 19.2, probationary employees.
- 5.5 **REGULAR BUS DRIVER:** A bargaining unit member assigned to drive one or more daily runs, and has completed his/her probationary period as provided in Article 19, Seniority, Section 19.2, probationary employees.
- 5.6 **REGULAR BUS AIDE:** A bargaining unit member assigned to ride on a bus, to attend to the needs of special education students riding that bus, and has completed his/her probationary period as provided in Article 19, Seniority, Section 19.2, probationary employees.
- 5.7 **CLASSIFICATIONS:** Bargaining Unit Classifications shall include Classroom Aides, Clerks, Custodians, Food Service Employees, Regular Bus Drivers, and Regular Bus Aides.
- 5.8 **PROBATIONARY EMPLOYEE:** A newly hired employee who is assigned to a job and has not completed his/her probationary period as specified in Article 19, Seniority, Section 19.2, probationary Employees.
- 5.9 **FULL-TIME EMPLOYEE:** A bargaining unit member who is hired and assigned to work more than seven and one-half (7 1/2) hours a day for 52 weeks a year (including holidays and vacation periods).
- 5.10 **PART-TIME EMPLOYEE:** A bargaining unit member hired to work seven and one-half (7 1/2) hours or less a day, or less than fifty-two (52) weeks a year (including holidays and vacation periods).



## ARTICLE 6

### COMPENSATION

6.1 The hourly wages of bargaining unit members covered by the agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

6.2 The Employer reserves the right to establish additional positions or responsibilities other than those listed and to establish the rate of compensation for the work performed, pending subsequent negotiations with the Union.

6.3 Payment of regular salary will be made on alternate Fridays beginning with the first Friday in September. Payroll may be spread evenly over the entire school year with periodic adjustments.

6.4 Deductions of a mandatory nature shall include:

A. MEA, NEA AND LOCAL ASSOCIATION DUES:

Employees covered by this agreement shall be required, as a condition of continued employment except as noted below, to become members of the association or pay a representation fee as determined by the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later.

It is further understood between the parties that membership in the Association is not a condition of employment and neither party to this agreement shall discriminate against, intimidate, or otherwise influence an employee regarding his/her individual decision with respect to Association Membership.

The Association assumes full responsibility for the validity and legality of the provisions herein set forth. In the event the employer, acting upon the request of the association discharges or attempts to discharge any employee for failure to comply with these provisions, the Association expressly agrees to indemnify and hold the employer harmless for any and all damages, claims, suits, including all costs of witnesses and attorney's fees, or other forms of liability that may arise out of or by reason of the provisions herein set forth. The Association also assumes the right, after consultation with the employer, to compromise or settle any claim made as a result of this action. In the event the employer insists on its own counsel, such counsel shall be the employer's sole expense. The Employer assumes no responsibilities for errors of any kind in making dues/representation fees deductions other than to correct such errors when such errors are made known. In the event of overpayment to the Association, the Association agrees to refund such monies forthwith.

NOTE: Article 6, Section 6.4 A. shall apply to all employees who were members of the bargaining unit as of January 1, 2003 and to all new employees hired after January 2, 2003 henceforth.

Article 6, Section 6.4A. Shall not apply to employees hired prior to January 1, 2003, who chose not to belong to the bargaining unit nor pay a representation fee. However, should such employees choose to comply with said article their grandpersoned status shall be forever forfeited. (See bargaining unit membership listing in appendices.)

B. Withholding tax - state and federal

C. Social Security

D. MIP (retirement)

6.5 Deductions of a voluntary nature (which shall be limited to no more than five (5) per bargaining unit member) shall include:

- A. M.E.A. and N.E.A. and local association dues
- B. Flexible Spending Account
- C. TBA Credit Union
- D. MESSA Insurance options

6.6 **AUTHORIZATION OF DEDUCTIONS:**

A. Deductions of a voluntary nature shall be authorized in writing by November 1 of the contract year.

B. Deduction of local, state and national association dues may be made on a monthly basis. The Employer assumes no liability to the local, state or national association for dues payment in excess of the monthly deductions.

6.7 The Employer will provide the following benefits for each full-time employee and his/her eligible dependents (i.e. spouse and children).

- A. MESSA Plan A HAS (same as teaching staff).
- B. Bargaining unit members shall pay a portion, as required by law, of their premium share.
- C. Bargaining unit members shall pay their prescription deductibles.

6.8 The Employer will provide Long Term Disability Insurance for full and part-time bargaining unit members.

6.9 The Employer will implement a Section 125 Cafeteria Plan as allowed by the Internal Revenue Code. Bargaining unit employees will be permitted to participate under the plan guidelines. The Employer will contribute to the Section 125 Plan on a monthly basis (nine months per year, September through May) to benefit each part-time employee who is assigned to work fifteen (15) or more hours weekly as follows:

- A. For the 2012/2013 school year, the Employer will contribute:
  - (1) \$135.00 per month for an employee who is regularly assigned to work from six (6) hours to eight (8) hours daily.
  - (2) \$75.00 per month for an employee who is regularly assigned to work from three (3) hours to five (5) hours and 59 minutes daily.

## **ARTICLE 7**

### **CONTINUITY OF OPERATIONS**

7.1 During the term of this Agreement, neither the Union nor any person acting in its behalf will cause or authorize, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of a bargaining unit member from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, or proper performance of the bargaining unit member's duties or employment) for any purpose whatsoever.

7.2 Personal Business days will not be used to participate in a strike against another school district.

7.3 During the term of this Agreement, the Employer agrees that it will not lockout employees (as used in Article 7, "strike" and "lockout" shall be further defined pursuant to Act No. 112 of the Public Acts of 1994, as amended).

## **ARTICLE 8**

### **EXTENT OF AGREEMENT**

8.1 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. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

8.2 Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to the terms and conditions of this Agreement.

## ARTICLE 9

### VACANCIES

9.1 **VACANCY DEFINED:** A vacancy shall be defined as a newly created position or a present position that is not filled.

9.2 **VACANCY POSTING:** Whenever any vacancy in any bargaining unit member position in the district shall occur, the Employer shall publicize the same by giving written notice of such vacancy to the President of the Association and posting the vacancy in a conspicuous place in the building for a period of five (5) workdays. No vacancy shall be filled except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five (5) days. Said 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
- G. Minimum requirements as reflected in the job description

9.3 **REPOSTING:** The Employer reserves the right to add up to two (2) hours in regular daily work time to a part-time position without reposting said part-time position, as long as the employee assigned to that part-time position is willing to accept and work the additional time. Should a position increase in hours by more than two (2) hours, or should the position become full-time, the position will be reposted, subject to the following conditions:

- A. No reposting shall be required if the position is a special education position in which the employee is assigned to work one-on-one with a student.
- B. No reposting shall be required if the adjustment in hours is not anticipated to exceed thirty (30) working days.

9.4 **VACANCY NOTIFICATION:** Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the five (5) days posting period. The Employer shall notify the local Union President of vacancies occurring during the summer months (June, July, and August).

9.5 **SELECTION:** Within ten (10) workdays after the vacancy has been filled, the Employer shall notify each internal applicant as to which applicant has been selected to fill the posted position. Each applicant and the local Union President shall be so notified in writing.

9.6 **SELECTION DECISION:** Any bargaining unit member may apply for a vacancy. The decision of the Employer as to the filling of vacancies shall be final.

9.7 **TRIAL PERIOD:** A successful internal applicant selected for a position shall be placed on a fifteen (15) work-day trial in which to show his/her ability to perform in the new assignment. The Employer shall provide guidance to the employee in the new position, and the employee may request the Employer to provide assistance so that s/he will have a better opportunity to be successful in the new assignment. If the employee is unable to demonstrate the ability to perform the work as required by the Employer during the trial period, the Employer, at its option, may extend the trial period up to an additional fifteen (15) work days, but shall be under no obligation to do so. During the trial period the Employer may elect to return the employee to his/her former position if the Employer determines that the employee is not performing satisfactorily in the new position. The affected employee may exercise the option to return to his/her previous position at any time during the trial period. The Employer's decision to move an employee back to his/her former position shall not be subject to the grievance procedure.

9.8 **WAGES:** Employees selected to fill a vacancy or transferred from one classification to another may placed at step one (1) in the new classification unless the Employer determines, based on the employee's skill level, to keep the employee at the same step s/he was on in his/her previous classification (or, if the employee previously worked for the Employer in the classification to which s/he is being reassigned, the employee will be placed at the next step above the step the employee previously held). An employee involuntarily transferred from one classification to another will not have his/her hourly wage rate decreased.

## ARTICLE 10

### ABSENCE FROM DUTY

10.1 **SICK DAYS:** A full-time bargaining unit member absent from duty due to personal illness shall be paid his/her full salary for the period of such absence, not to exceed ten (10) days in any one year, except where additional time has been accumulated. A part-time bargaining unit member absent from duty due to personal illness shall be paid his/her full salary from the period of such absence, not to exceed eight (8) days in any one year, except where additional time has been accumulated. All bargaining unit members, if requested, must submit a doctor's confirmation of illness after any period in which five (5) continuous working days are missed due to personal illness.

10.2 Each bargaining unit member shall have placed to his/her credit the number of sick days not used during the year, and the maximum number of sick days so accumulated shall be ninety (90). Days that are carried over shall not exceed ninety (90).

Upon retirement a bargaining unit member will be eligible to receive a daily amount of \$36.00 for each unused sick day up to ninety (90) days, subject to the following conditions:

a. The bargaining unit member is receiving benefits from the Michigan Public Schools Retirement System.

b. Laid off bargaining unit member are ineligible for this benefit unless they resign and are eligible to receive benefits from the Michigan Public Schools Retirement System.

10.3 When/if a part-time employee's daily work hours change, the days of accumulated leave shall be converted to hours based on the daily hours worked prior to the change, and then reconverted to days from the total hours accumulated to reflect the new daily work hours.

Example: An employee who moved from working a three (3) hour day to a four (4) hour day and had an accumulation of thirty-six (36) days at the time of change...

Three (3) hours daily times thirty-six (36) days = one-hundred-eight (108) hours

One-hundred-eight (108) hours divided by four (4) hour days = twenty-seven (27) days

10.4 Conversions due to change in daily work hours (see subsection 10.3 above) shall be allowed to temporarily exceed sixty (60) days, until utilization of sick leave reduces this additional accumulation to sixty (60) days.

10.5 **WORKERS COMPENSATION:** Any bargaining unit member who is absent because of injury or disease compensable under Michigan Workers Compensation Law shall receive from the Employer the difference between allowances under Workers Compensation Law and the contracted wages which would have otherwise been due the employee, with subtraction from the employee's sick leave. Employee sick leave subtraction shall be prorated as to the percentage of sick leave wages needed to supplement Workers Compensation payments. Once the employee's sick leave accumulation is exhausted, the payment of the difference being paid between the Workers Compensation and contracted wages shall cease.

10.6 **BEREAVEMENT:** Bargaining unit member absences without loss of wages shall be allowed, not to exceed ten (10) days for each incident of death of a husband, wife, child, and significant other. Absence without loss of wages shall be allowed, not to exceed five (5) days for each incident upon death of a parent, brother, sister, parent-in-law, grandparent and foster child. Absence without loss of wages shall be allowed, not to exceed three (3) days, for each incident of death of a close relative or friend. The three days of absence shall be deducted from sick days.

10.7 **PERSONAL BUSINESS DAY:** Bargaining unit member absences without loss of wages will be allowed up to two days annually, during the school year for transacting personal business. These days shall not be used to extend any vacation period or recess or for recreational purposes. Application shall be made in writing to the Superintendent. Application shall be made one (1) week in advance on the appropriate form except in cases of emergency.

10.8 **RECOVERY:** Any bargaining unit member absent because of an extended or serious illness ten (10) or more consecutive days shall present to the designated Employer representative, prior to his/her return to service, a statement from a licensed physician, physician assistant or nurse practitioner indicating that he/she has recovered from illness and may return to duty.

10.9 **EXTENDED ABSENCES:** Extended absences without pay will be granted at the sole discretion of the Board of Education. An employee returning from an extended Employer approved absence shall be reinstated to the same position or equivalent position he/she held when the leave began.

10.10 **JURY DUTY:** A bargaining unit member summoned to jury duty shall be paid his/her full wages or salary provided the bargaining unit member shall return to the school district the earnings received for jury duty less mileage and allowed expenses. An employee is to report back to work if excused from jury duty early enough to reasonably do so. The employee will notify the Employer of his/her availability to return to work as soon as possible.

10.11 **FAMILY LEAVE:** An unpaid, up to 12 weeks, leave of absence shall be granted to any eligible bargaining unit member for any of the following purposes:

- A. To care for the eligible employee's child after birth, or placement for adoption or foster care.
- B. To care for the eligible employee's spouse, son, daughter or parent, who has a serious health condition.
- C. For a serious health condition that makes the employee unable to perform his/her job.

10.12 Eligible employees are employees who have worked for the Employer for at least 1,250 hours over the previous 12 months.

10.13 For the duration of Family Leave, the Employer shall continue all health insurance benefits (for those receiving them) up to 12 weeks.



10.14 An eligible employee must provide 30 days advance notice when the leave is foreseeable.

10.15 The employee may elect to use his/her paid sick leave/personal leave and/or vacation time (or any combination thereof) for all or part of the duration of the leave.

10.16 **DEFINITIONS:** For the purpose of this provision, a child is defined as the biological, adopted, foster child, step child, legal ward or child of a person standing in loco parentis, or a son or daughter who is under 18 or 18 or older and incapable of self care because of a mental or physical disability. A family member is defined as a child, spouse or parent. A spouse is defined as a husband or wife.

10.17 **PREGNANT BARGAINING UNIT MEMBER:** A bargaining unit member may commence the family leave after the birth of the child. Any remaining family leave that is available to the bargaining unit member at the termination of his disability benefits may be taken at the option of the bargaining unit member.

10.18 **DISTRICT RIGHTS:** The district retains all rights which it has under the Family and Medical Leave Act of 1993, as amended.

## ARTICLE 11

### BARGAINING UNIT MEMBER EVALUATION

11.1 **MONITORING:** All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with full knowledge of the bargaining unit member.

11.2 **OBSERVATION:** Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work.

11.3 Each bargaining unit member, upon his/her Employment or at the beginning of the work year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties as assigned by the Employer and are a part of the job performed. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor or by the Superintendent.

11.4 **WRITTEN EVALUATION:** All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation s/he may submit a written response which shall be attached to the file copy of the evaluation in question.

11.5 If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

11.6 **EVALUATION CONFERENCES:** Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with or disagrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

11.7 At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

11.8 **TERMINATION:** In the event a non-probationary bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing, with a copy to the Union.

11.9 **CONCLUSION:** Each bargaining unit member's evaluation shall include at the conclusion of the report the statement: "Considering all factors with work performance, this bargaining unit member is

\_\_\_\_\_satisfactory, \_\_\_\_\_needs improvement, \_\_\_\_\_unsatisfactory."

## ARTICLE 12

### BARGAINING UNIT MEMBER RIGHTS AND PROTECTIONS

12.1 **RIGHT TO ORGANIZE:** Pursuant to the Michigan Public Employment Relations Act as amended, MCLA 423.201 et seq.;MSA 17.455 (1) et. seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA, or other laws of Michigan or the United States of America or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with

respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer; his/her institution of any grievance, complaint or proceeding under this Agreement, or applicable law or regulation, or otherwise with respect to any terms or conditions of employment.

12.2 **INDIVIDUAL RIGHTS:** Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or to other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those that may be provided elsewhere.

12.3 **COMPLAINTS:** A complaint directed toward a bargaining unit member shall be promptly called to the attention of the bargaining unit member with the names of the complainants stated.

12.4 **DISCIPLINE AND DISCHARGE:** No non-probationary bargaining unit member shall be disciplined or discharged except for just cause. Under normal circumstances a system of progressive discipline will be followed that would consist of:

- A. Verbal warning or reprimand by appropriate supervisor
- B. Written warning or reprimand by appropriate supervisor
- C. Suspension with or without pay
- D. Dismissal

12.5 It is understood that depending on the nature of the violation, the Employer may skip one or more of these steps to reach the appropriate level of disciplinary action.

12.6 Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. A copy of the written warning or reprimand or suspension shall be given to the bargaining unit member and a copy placed in his/her personnel file. Any complaint received and not called to the attention of the bargaining unit members within five (5) work days, may not be used in any disciplinary action against the bargaining unit member.

12.7 **RESPONSE TO DISCIPLINE:** Any bargaining unit member who wishes to take exception to written disciplinary action must respond in writing within five (5) work days of his/her knowledge of the written disciplinary action, or within five (5) work days after the finalization of any grievance process dealing with the written disciplinary action. The bargaining unit member shall have up to thirty (30) days to present the final written response to his/her appropriate supervisor. Such written response shall be placed in the bargaining unit member's personnel file. A bargaining unit member who files an exception shall not be precluded from also seeking relief through grievance procedure.

12.8 **REPRESENTATION:** A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation. When a request for such representation is made by the employee, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present. It will be the responsibility of the employee who asks for a delay until a Union representative can be present to reschedule a meeting with the Employer within two (2) working days.

12.9 **PERSONNEL FILES:** Upon request, and subject to guidelines of the "Bullard-Plawecki Employee Right to Know Act," an employee has the right to review the contents of the personnel file maintained by the District in his/her name of all personnel records pertaining to said employee originating after initial employment, excluding initial references and any other items excluded by law, and to have a representative of the Union accompany him/her in such review. The review shall be made in the presence of the Administrator (or designee) responsible for the safekeeping of these files. No material originating after initial employment will be placed in the personnel file maintained in the employee's name unless the employee has had an opportunity to review and sign the material. Within five (5) days of review of material placed in the personnel file, the employee may submit a written notation regarding any material with which s/he disagrees, including complaints. The employee shall have up to thirty (30) days to present the final written objection, exception, or notation and the same shall be attached to the file copy of the material in question. When an employee is requested to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement or disagreement with the content of the material.

12.10 **ASSAULT:** Any case of assault upon a bargaining unit member and/or a bargaining unit member's property shall be promptly reported to the Employer. The Employer shall promptly render reasonable assistance to the bargaining unit member, when possible, to prevent injury and loss of property.

12.11 **EQUAL OPPORTUNITY:** The Employer's Equal Employment Opportunity Policy regarding nondiscrimination shall be followed.

12.12 **SEXUAL HARASSMENT:** The Employer's Sexual Harassment Policy shall be followed.

## ARTICLE 13

### NEGOTIATION PROCEDURES

13.1 **NEGOTIATIONS:** In any negotiations described in this Article neither party shall have any control over selection of the negotiating or bargaining representatives of the other party. It is further recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership in the Union, but that the parties mutually pledge that representative selected by each shall be clothed with all necessary power and authority to make proposals and concessions in the course of negotiations or bargaining, subject to ratification. It is further agreed that all proposals shall be communicated through the designated representatives of the parties.

13.2 **HOURS OF NEGOTIATIONS:** All negotiations shall be carried on outside regular school hours.

13.3 **UNFORESEEN MATTERS:** It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of their special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated. It is in the public interest that the opportunity for mutual discussion of such matter be provided.

13.4 **CONTRACT MAINTENANCE:** Representative of the Employer and the Union will meet on a monthly basis for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

13.5 **AGREEMENT:** There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Union. Copies of this agreement shall be printed at the expense of the Employer, within thirty (30) days after the Agreement is signed, or within thirty (30) days after Union and Employer representatives have completed and concurred with the final proof of the contract, whichever occurs last. Copies of the Agreement shall be presented to all bargaining unit members now employed or who are subsequently employed by the Employer during the term of this Agreement. In addition, the Employer shall provide the Union with three (3) copies of the Agreement without charge to the Union.

13.6 All school district personnel policies or any changes in said policies shall be made available to all bargaining unit members. The Employer will send a current copy of all district personnel policies and any changes to the local Union president.

## ARTICLE 14

### GRIEVANCE PROCEDURE

14.1 A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance procedure.

14.2 An alleged violation of this Agreement which resulted in the termination of services or failure to reemploy any probationary employee shall not progress beyond Section F (step 4) of this grievance procedure. It is expressly understood that such grievance shall not be submitted to arbitration.

14.3 The failure to employ or reemploy any bargaining unit member to an extra duty position shall not be the basis for a grievance.

14.4 Denying a request of transfer to another classification shall not be the basis for a grievance.

14.5 The substance of evaluations shall not be the basis for a grievance.

14.6 Work assignments shall not be the basis for a grievance.

14.7 An individual bargaining unit member shall have the right at any time to present a grievance as herein defined and to have the grievance fully adjusted without intervention of the Union or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement.

14.8 **(Step 1)** Within five (5) working days of the time the grievance arises, the bargaining unit member or the Union will present, after working hours, a grievance to the Superintendent. Within four (4) working days after presentation of the grievance, the Superintendent shall give his/her answer orally to the bargaining unit member. From June 1 to August 31, every effort will be made to resolve the grievance in a timely manner.

14.9 **(Step 2)** If the grievance is not resolved in Step 1, the bargaining unit member or the Union may, within three (3) working days of receipt of the Superintendent's answer, submit a written "Statement of Grievance" signed by the bargaining unit member. A copy shall be given to the Principal at the same time. The "Statement of Grievance" shall name the bargaining unit member involved; shall identify all provisions of the Agreement alleged to be in violation by appropriate reference; shall state the contention of the bargaining unit member and of the Union with respect to these provisions; and shall indicate the relief requested. The Superintendent, or his/her designated representative, shall give the Union an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is required, additional time may be allowed by mutual written agreement of the parties.

14.10 **(Step 3)** If the grievance is not resolved in Step 2, the Superintendent, or his/her designated representative, and the bargaining unit member or representative of the Union shall meet, after working hours, within a reasonable time, not to exceed one (1) calendar week, unless a longer time is mutually agreed upon in writing between the parties, to discuss the grievance.

14.11 **(Step 4)** If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3, the bargaining unit member or the Union representative may, within three (3) working days of said meeting, submit the grievance to the Board of Education, in writing, and with a copy of said grievance served on the Superintendent. The Board of Education shall give the Union representative an answer, in writing, no later than ten (10) working days after the next regularly scheduled Board meeting.

14.12 **(Step 5)** If the grievance is not resolved with the disposition of grievance at the Board level, or if no decision is reached within the ten (10) day response period, either party may within an additional ten (10) days serve written notice to the other party of its intent to seek State Labor Mediation, and shall then proceed to schedule the mediator as promptly as is reasonable.

14.13 The Union or Employer may enter the grievance in any court of competent jurisdiction.

14.14 Any grievance not advanced in the next step by the individual Bargaining Unit Member or Union within the time limit stated in that step (or if no time limit is specified, within five (5) working days), shall be deemed abandoned. Time limits may be extended by mutual agreement of the Employer and the Union in writing. The new written and mutually agreed upon date shall prevail.

14.15 Any grievance occurring during the period between the termination date of this agreement and the ratification of any subsequent agreement shall not be processed unless mutually agreed upon in writing by both parties. Any grievance which arose prior to the effective date of this Agreement shall not be processed, unless mutually agreed upon in writing by both parties. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

## ARTICLE 15

### WORK YEAR, WORK WEEK AND WORK DAY

#### 15.1 **WORK YEAR:**

A. The work year for all full-time, full-year bargaining unit members shall be the full year (52 weeks) with break periods, holidays and vacations as listed in this Agreement.

B. The work year for school year employees shall be at least 178 days. However, if the student attendance year becomes less than 178 days, school year employees shall be offered inservice training and/or the ability to bank any days less than 178 at their agreed upon hourly rate and hours of service per day each year. Upon retirement or severance from the district the employee shall be paid for each day banked.

#### 15.2 **Paraprofessionals:**

(Aides and Clerks) (Special Education Aides/One on One): The work year shall be determined by the Administration and will coincide with the student attendance year and shall be consistent with break periods, holidays and vacations.

15.3 **Food Service Personnel:** The work year will be at least 178 days, ending two (2) days after the last student day, which coincides with the student attendance year and shall be consistent with break periods, holidays and vacations as listed in this Agreement.

15.4 **Bus Drivers:** The work year will be at least 178 days, ending on the last student day, which coincides with the student attendance year and shall be consistent with break periods, holidays and vacations as listed in this Agreement.

15.5 **WORK WEEK:** The work week for all bargaining unit members shall be determined by the Administration.

15.6 **WORK DAY:** The work day for all bargaining unit members shall be determined by the Administration.

15.7 **OVERTIME:** Employees will be paid at one and one-half times their regular rate when they work in excess of forty hours/week and when required to work on Saturday and Sunday.

A. **Custodians** who work overtime beyond their normal eight (8) hour shift will be paid overtime daily. This does not apply to the summer work schedule where custodians agree to work 10 hours daily.

15.8 Each employee who wishes to perform overtime work shall notify the Employer of such interest at the beginning of each school year on a form provided by the Employer. The supervisor shall offer overtime to the most senior employee who wishes to perform overtime work. If the most senior employee who wishes to perform overtime work refuses the overtime, the work will be offered to the next most senior employee and so on. A refusal to work overtime must occur as soon as known by the employee, within fifteen (15) minutes (if possible) if the work is on the same date offered or if the work is offered for the next work day. Otherwise the employee may have up to two hours to accept or reject the work. If there is no response within these time periods, the Employer may offer the work to the next employee (see Article 17 for transportation department assignment of field trip guidelines).



15.9 **DUTY FREE LUNCH:** All bargaining unit members, except for part-time employees, shall receive a one-half hour/uninterrupted, duty-free unpaid lunch period which shall be scheduled by the bargaining unit member's immediate supervisor. A part-time employee who does not have a one-half hour/uninterrupted, duty-free unpaid lunch period scheduled within his/her daily work schedule, and who wishes to have one, may request one. In such case, the Employer will schedule such a lunch break as long as any work duties during that lunch break period can adequately be covered by granting the request. In such case the one-half hour lunch period shall be as scheduled by the bargaining unit employee's immediate supervisor.

15.10 **EMERGENCY CALL-IN:** A minimum of two (2) hours shall be credited to an employee called in for an emergency situation even if less time is worked by the employee. In such instances, the employee will only be required to deal with the emergency situation and not with other duties. If the emergency time credited is beyond the eight (8) hours already worked in a day, or occurs on a Saturday, Sunday or holidays, overtime shall be paid in accordance with the provisions of Subsection 15.7.

15.11 **INSERVICE:** Any inservice opportunities shall be fully paid by the Employer and each employee shall be given his/her regular rate of pay for the hours of the inservice. Bus drivers will receive Step One of the driver's hourly rate for inservice days.

15.12 **BREAKS:** Each full-time employee shall be granted two (2) fifteen (15) minute paid break periods, one scheduled approximately at the midpoint of the first half of the shift and the second scheduled approximately at the midpoint of the second half of the shift. Part-time employees who daily work three and one-half (3 1/2) hours or more in the a.m. shall be provided one (1) fifteen (15) minute paid break period. Part-time employees who daily work three and one-half (3 1/2) hours or more in the p.m. shall be provided one (1) fifteen (15) minute paid break period. Breaks shall be scheduled at approximately the midpoint of the a.m and/or p.m. work shift. The specific scheduling of the break periods shall be done by the supervisor. The employee will take the break period in a mutually agreed upon appropriate location. Employees working overtime will be entitled to an additional fifteen (15) minute relief time for every four (4) hours worked.

15.13 **Substitutes:** It will be the Employer's responsibility to carry out a program of securing and providing substitutes for absent bargaining unit members. Employees shall notify their immediate supervisor of the need for a substitute as soon as it is known and as soon as it is reasonably possible to do so in order to assist the Employer in timely securing needed substitutes.

15.14 **School Closing:**

A. When schools are closed due to inclement weather or other conditions (snow, ice, fog, epidemic, etc.) at the direction of the Employer, bargaining unit employees shall be excused from reporting to duty without loss of pay (as provided in 15.16 below), provided the canceled days are not required to be rescheduled. The District reserves the right to require any employee to report for work on all or any part of a day when school is not in session due to inclement weather or other conditions as directed and/or approved by the Administration. Bargaining unit employees required to report for work when school is closed under this provision shall be compensated by being allowed to take a compensation day for each day required to work.

B. When other schools are closed due to inclement weather or other conditions (snow, ice, fog, epidemic, etc.) at the direction of the Employer which affect bargaining unit employees, bargaining unit employees shall be excused from reporting to duty without loss of pay (as provided in 15.16 below), provided the canceled days are not required to be rescheduled. The District reserves the right to require any employee to report for work on all or any part of a day when school is not in session due to inclement weather or other conditions as directed and/or approved by the Administration. Bargaining unit employees required to report for work when school is closed under this provision shall be compensated by being allowed to take a compensation day for each day required to work.

**15.15 Delay Days:** When school is delayed due to weather, all employees are expected to report to work as soon as weather conditions permit, and employees should always report to work with as much lead time prior to the beginning of the delayed school day as they would on a regular school day.

**15.16 Closed/Delay Day Pay:** Employees who meet the conditions as outlined in subsections 15.14 and 15.15 (above) shall be compensated for delay days, early dismissals, and for canceled days that are not to be rescheduled at the same amount as for a regular reporting day.

## ARTICLE 16

### GENERAL WORKING CONDITIONS

16.1 **UNSAFE WORK:** Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees will be given safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

16.2 **STUDENT DISCIPLINE:** The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may use such physical force with a student as is necessary to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to district property so far as the law permits. The Employer, or its designated representative, shall take reasonable steps to relieve the bargaining unit member of responsibilities with respect to students who repeatedly violate rules and regulations.

16.3 **MEDICATIONS:** No bargaining unit member except for designated clerical and paraprofessionals shall be required to dispense or administer medication or perform diapering or medically related procedures. The Employer shall provide guidelines and training for designated clerical and/or paraprofessionals assigned to carry out these functions.

16.4 **SUPERVISION:** A bargaining unit member shall be responsible to his/her immediate supervisor and the Superintendent. The immediate supervisor will be designated by the Employer at the beginning of each contract year with written notification provided to each bargaining unit member.

16.5 **EQUIPMENT:** The Employer shall provide without cost to the bargaining unit member the following:

- A. Approved first aid kits and materials in all work areas, gloves and appropriate training in the handling of blood, blood products, and other bodily products.
- B. Adequate and approved safety equipment including: goggles, shields, barriers, hard-hats, and auditory protection devices.
- C. Safety glasses where applicable.

16.6 **UNIFORMS:** For bargaining unit members expected by the Employer to wear uniforms, the style and color shall be selected by the supervisors with input from the affected employee group. The Employer shall provide to bargaining unit members, at no cost, three (3) shirts per year.

16.7 **PERSONAL WORK:** No bargaining unit members shall be expected to perform personal work for teachers, administrators or others.

## ARTICLE 17

### CONDITIONS OF EMPLOYMENT

17.1 **TRANSPORTATION:** In addition to those working conditions outlined in Articles 15 and 16, the following shall apply to transportation bargaining unit members (subsections 17.2 through 17.10), custodial bargaining unit members (subsection 17.11), and paraprofessional bargaining unit members (subsection 17.12).

17.2 **DEFINITION OF “ROUTES” AND “RUNS”:**

A. A “route” is usually defined as two or more “runs.” The most common “route” consists of a morning “run” in which students are picked up from their home bus stops and transported to school, and an afternoon “run” in which students are transported from school to their home bus stops. A “route” may also include a “run” from Northport Public Schools to the TBAISD Career Tech Center, and a subsequent “run” from the TBAISD Career Tech Center back to Northport Public Schools. In limited cases a “route” and “run” could be synonymous. For example, if the district decided to hold half-day kindergarten, then a single noon take home “run” and “route” could be the same (if kindergarten students rode to school in the morning on the regular morning bus “run” with other students).

B. A “run” is defined as a portion of a “route.” The morning portion of a route would be a morning “run.” and the afternoon portion of the same “route” would be an afternoon “run.”

17.3 **ROUTES:** The District shall be responsible for determining the transportation program for students.

A. Routes shall be constructed at least five (5) calendar days prior to the school year and, if appropriate and cost effective, shall be patterned after the prior year’s routes. The District shall hold an annual driver meeting at least four (4) calendar days prior to the beginning of the school year. Every driver shall be notified of the meeting, time and location at least seven (7) calendar days in advance of the meeting.

B. All routes shall be posted by the bus supervisor as separate routes. At the annual drivers' meeting, all known routes shall be identified and explained, including estimated length, number of stops and time.

C. Drivers will select routes on the basis of seniority. Seniority is based on years of continuous service in the bus driver classification.

D. All single runs up to one (1) hour in length shall be paid as though the run took one (1) full clock hour. All runs that are over one (1) hour in length shall be paid a pro rata hourly amount in fifteen (15) minute segments based on the hourly rate.

E. When any new route becomes available, it shall be posted in accordance with the posting procedure and awarded to the most senior driver applicant.

17.4 **PREPARATION OF BUSES/REGULAR ROUTES:** Drivers are responsible for performing the safety checklist as mandated by the State. Bus drivers are responsible for fueling buses regularly assigned to them as needed, and for daily sweeping the interior of the bus(es). Fifteen (15) minutes plus actual time shall be provided for each single run assigned, at the driver's regular hourly rate.

17.5 While a bus driver is working his/her regular bus run, s/he shall be paid at his/her regular rate of pay for all time on duty. "On duty" means that the driver is away from the central bus storage station waiting to complete the transportation of students.

17.6 **FIELD TRIPS:** A School District Transportation Department provided field trip is defined as the scheduled transportation of students on a School District bus, other than a regular route or run.

A. All School District Transportation Department provided field trips shall be posted, along with the projected length of the trip. School District Transportation Department provided field trips shall be awarded to interested drivers who bid on the trip starting with the most senior driver. Drivers who do not plan to drive field trips are to inform the transportation supervisor in writing each year on a form provided by the Employer.

B. Priority for trip selection will be based on the amount of hours accumulated by extra trips taken. The driver with the lowest hours will have the first option to select trips.

C. Drivers interested in driving School District Transportation Department provided field trips must bid on the trip within four (4) hours after the driver next in rotation has had an opportunity to know about the official posting of the trip (unless granted a longer period of time by the Employer due to extenuating circumstances).

D. Drivers who elect not to take a trip when it is his/her turn in the rotation will have those hours charged against his/her accumulated extra trip hours. A driver may exchange or trade a trip with the approval of the bus supervisor.

E. Drivers who sign up for and are awarded/assigned a trip and then decide not to drive within two (2) working days of the trip (except for emergency or extenuating circumstances) will be charged with the posted (estimated) number of hours for the trip.

F. A posting log will be used to record field trips offered and accepted.

G. There shall be a two (2) hour minimum payment for a field trip on a day when school is not in session.

H. There shall be a two (2) hour minimum payment for show up time for a field trip that is cancelled without notification.

I. Field trips leaving during regular driving time shall be available to drivers who have regularly scheduled runs.

J. Drivers shall be paid field trip driving time of step one (1) of the bus drivers' salary schedule while driving and on down time.

K. Drivers who are assigned a School District Transportation Department provided field trip shall have fifteen (15) minutes added to the accumulated time of the trip for performing the safety checklist as mandated by the State, and for fueling and sweeping, paid at the driver's regular step one (1) hourly rate.

L. Drivers shall be paid "standing time" or "down time" for all of the time a driver is on duty and not driving a bus during all **“non-overnight”** trips. "On duty" means that the driver is away from the central bus storage station waiting to complete the transportation of students. All **“non-overnight standing time”** or "down time" shall be compensated at the driver's regular step one (1) rate of pay.

M. Drivers shall be paid "standing time" or "down time" (compensated at the driver's regular step one (1) rate of pay) for the time a driver is on duty and is not driving a bus during **“overnight”** trips. Such payment may exceed eight (8) hours per day if the time from the actual **“beginning driving time”** to actual **“ending driving time”** (or the time of assigned responsibilities) for a single day exceeds eight (8) hours. In no case shall drivers be compensated for sleeping time (8 hours) on **overnight** trips.

17.7 **SUBSTITUTES/TEMPORARY RUN VACANCIES:** If there is a temporary vacancy in the driving schedule due to the illness or absence of a regular driver, such temporary run shall be offered to regular drivers, on the basis of seniority, who can accommodate it in their regular driving schedule. Drivers must be able to drive the entire schedule to be awarded the run.

17.8 **TRAINING:** The bargaining unit member shall pay for all required licenses.

A. The bargaining unit members shall use the clinic in Northport for the yearly physical examination. The District shall reimburse the full cost of the required physical.

B. The District shall pay drivers at Step One (1) rate for all time spent at training sessions, meeting, testing and run selection meetings.

17.9 **MEAL/LODGING REIMBURSEMENT:** The District shall reimburse drivers for all meal costs up to a maximum of seven dollars (\$7.00) breakfast, ten dollars (\$10.00) lunch, ten dollars (\$10.00) dinner. A receipt before payment is required.

17.10 The District shall reimburse drivers for the cost of a motel room if a trip involves an **overnight** stay. A receipt before payment is required.

17.11 **TRANSPORTATION SUPERVISOR:** It is understood that the transportation supervisor (who is not a member of the bargaining unit) is also eligible for driving assignments on the same basis as bargaining unit employees (on a seniority basis).

17.12 **CUSTODIANS:**

A. **MATERIAL AND SUPPLIES:** Custodians shall be provided with necessary and appropriate supplies and equipment to perform their assigned work.

B. **SHIFT PREMIUM:** All custodial/maintenance employees working shifts beginning after 2:30 p.m. shall be paid a premium of 75 cents per hour.

C. **BUILDING CHECKS:** Bargaining unit members shall be paid a minimum of two (2) hours overtime pay for building checks.

17.13 **PARAPROFESSIONALS:**

A. **SUBSTITUTING FOR TEACHERS:** Whenever a paraprofessional substitutes for a certified teacher, he/she shall be compensated at the higher rate of their pay or substitute teacher pay.

## ARTICLE 18

### LAYOFF PROCEDURE

18.1 **DEFINITIONS:** Layoff shall be defined as a reduction in the work force.

18.2 **LAYOFF PROCEDURES:** When the Employer determines to lay off employees, the following layoff procedures shall be followed:

- A. Probationary employees within the affected classification(s) shall be laid off first. The Employer retains the right to lay off probationary employees at its discretion. A probationary employee that will not be recalled shall be notified at the time of layoff.
- B. If further reductions are necessary after laying off probationary employees within the affected classification(s), then non-probationary part-time employees within the affected classification(s) and with the least seniority shall be laid off next.
- C. If further reductions are necessary after laying off non-probationary part-time employees within the affected classification(s), then non-probationary full-time employees within the affected classification(s) and with the least seniority shall be laid off next.
- D. The Employer shall give affected non-probationary employees and the Union at least a two-week notice of the layoff.

18.3 **DISPLACEMENT RIGHTS:** Employees with seniority who are laid off shall be entitled to displace an employee in another job classification to which the employee had been previously assigned with the Employer if:

- A. The laid off employee has greater seniority than the employee to be displaced.
- B. The laid off employee has the necessary qualifications to perform the work in the other job classification.
- C. The laid off employee elects (in writing to the Employer) to exercise his/her displacement rights within five (5) working days of notification of layoff.
- D. An employee displaced under this subsection shall be laid off unless that employee is also entitled to exercise displacement rights under this section. An employee exercising displacement rights under this subsection retains the right of recall to his/her former classification.

18.4 **INVERSE ORDER:** Laid-off employees shall be recalled to employment within their employment classification(s) in inverse order of layoff to vacancies for which they are qualified. A recalled bargaining unit member shall be given fifteen (15) calendar days from receipt of notice to return to work or to accept a transfer. The employee shall notify the Employer of his/her intent as soon as reasonably possible after receiving recall notification. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid off shall not affect his/her rights to recall to an equivalent position.

18.5 **NOTIFICATION:** It is the responsibility of all employees, including those on layoff, to keep the Superintendent informed of their current addresses for communication purposes and so that they can be notified of recall by certified mail.

18.6 **RECALL LIST:** The recall list shall be maintained by the Employer for a period not to exceed two (2) years. Thereafter, a bargaining unit member shall lose his/her right to recall, and shall be removed from the Employer employment roll. A laid-off bargaining unit member shall be maintained on the recall list by the Employer for a period of time equal to seniority or two (2) years, whichever is less. Recalled employees shall maintain their seniority.

18.7 **BENEFITS:** Employees on layoff are not entitled to any benefits while on layoff.

18.8 **UNEMPLOYMENT:** If any employee as a result of a layoff receives unemployment compensation but is recalled before actually suffering any loss of compensation; the amount of unemployment compensation received shall be deducted from the employees compensation over the next school year. Such deduction shall be spread evenly over the pay periods in that succeeding school year. Employees who are not recalled by August 15 and receive benefits are exempt from repayment.

18.9 **PROCEDURES:** Bargaining unit members whose positions have been eliminated due to reduction in the work force or who have been affected by a layoff/elimination of position shall have the right to assume a position that is open and for which they are qualified regardless of classification.



## ARTICLE 19

### SENIORITY

19.1 **Employee Seniority:** Employee seniority shall be defined as the total length of continuous service within defined employment classification(s) (classroom aides, clerks, custodians, food service employees, regular bus drivers, and regular bus aides), with the Northport Public Schools since the employee's last date of hire.

19.2 **Employee Classification Seniority:** Employee classification seniority shall be defined as the total length of service within a defined employment classification since the employee's last date of hire with Northport Public Schools.

Employee classification seniority shall be retained and frozen upon transfer to another bargaining unit classification with the Employer. If the employee is transferred back into the classification, he/she shall continue accruing seniority from the point at which it was previously frozen. Employee classification seniority in one classification shall not count as employee classification seniority in another classification.

19.3 Employees having the same employee seniority date shall be placed on the seniority list in order of preference determined by drawing of lots. This drawing of lots shall be conducted by the Superintendent in the presence of the local Union president and the individuals who have the same employee seniority date.

19.4 **PROBATIONARY EMPLOYEES:** Regular employees hired in the bargaining unit shall be considered probationary employees until successfully completing sixty (60) working days. There shall be no seniority among probationary employees. There shall be no insurance benefits issued to probationary employees during the probationary period. Upon completion of the probationary period, the employee shall be added to the seniority list with his/her seniority date retroactive to his/her date of hire within his/her classification. The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours of employment and other conditions of employment.

19.5 **LOSS OF SENIORITY:** An employee will lose his/her seniority for the following reasons:

- A. The employee quits or retires, or
- B. The employee is discharged.

19.6 An employee may be terminated and will lose his/her seniority if terminated for the following reasons:

- A. The employee is absent for three (3) consecutive working days without notifying an appropriate supervisor, or
- B. The employee fails to return to work following termination of any leave of absence or scheduled vacation without notifying an appropriate supervisor, or
- C. The employee fails to return from sick leave within 24 hours of termination of such leave, unless prior permission has been granted, or
- D. The employee fails to return to work from layoff when recalled in accordance with this Agreement, or
- E. The employee falsifies pertinent information on his/her application for employment (the falsification may come to light sometime after the employee's date of hire).

## **ARTICLE 20**

### **JOB DESCRIPTIONS**

20.1 Current job descriptions will be evaluated within ninety (90) days of the ratification of this agreement. Any changes in job descriptions shall not be in conflict with the ratified agreement. Individual job descriptions shall be distributed to each bargaining unit member. The job descriptions will include at minimum:

- A. Classification
- B. Job title and description
- C. Minimum requirements
- D. Statements of required tasks and responsibilities

20.2 Any evaluation of bargaining unit member' work performance shall be based primarily upon said job descriptions.

20.3 Job descriptions shall not require an employee to attend any Employer committee unless the committee meets during the employee's working hours, and the employee receives regular compensation for the time spent attending such meeting.

20.4 Service on Employer committees outside normal working hours shall be voluntary. Failure to serve shall not be considered in the employee's evaluation.

## **ARTICLE 21**

### **VACATION FOR FULL-TIME EMPLOYEES**

21.1 After one (1) full year of employment and through the 4th year of employment each full-time employee shall receive five (5) days of paid vacation.

21.2 After four (4) years and through nine (9) years of employment, each full-time employee shall receive ten (10) days of paid vacation.

21.3 At ten (10) years of employment each full-time employee shall receive fifteen (15) days of paid vacation.

21.4 At fifteen (15) years of employment each full-time employee shall receive twenty (20) days of paid vacation.

21.5 No vacation time will be accrued from one (1) year to the next, although current year vacation time can be used up to September 1st and no payment will be made for unused vacation time.

## ARTICLE 22

### HOLIDAYS FOR CUSTODIAN/MAINTENANCE EMPLOYEES

22.1 The following holidays are paid holidays for custodian/maintenance employees:

- New Year's Eve
- New Year's Day
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

22.2 The following holidays are paid holidays for school year employees provided the employee works the regular scheduled work day before and regular scheduled work day after the holiday:

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

**ARTICLE 24**

**DURATION AND RATIFICATION OF AGREEMENT**

24.1 This Agreement shall become effective on October 8, 2012, or on the date the Agreement has been ratified by both parties, whichever occurs last, and shall continue in full force and effect without change until June 30, 2013.

24.2 Either party may, by prior written notice given at least 60 days and not more than 120 days before the expiration of this Agreement demand negotiations with respect to provisions of this contract. After such written notice is given, the parties shall meet to discuss the matter.

DATE OF RATIFICATION  
BY THE UNION:

DATE OF RATIFICATION  
BY THE EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

**Representatives of the  
Northport Support Staff**

**Representatives of  
Northport Board of Education**

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## ARTICLE 23

### WAGES SCALES

23.1 Custodian/Maintenance Employees: assigned to work forty (40) hours per week and fifty-two (52) weeks per year.

<u>STEP/YEAR</u>	<u>2012/2013</u>
STEP 1	\$12.18
STEP 2	\$12.51
STEP 3	\$12.84
STEP 4	\$13.17
STEP 5	\$13.50
STEP 6	\$13.88
STEP 7	\$14.25
STEP 8	\$14.63
STEP 9	\$15.03
STEP 10	\$15.43
STEP 11	\$15.85
STEP 12	\$16.31
STEP 13	\$16.76

23.2 Support Staff Employees: assigned to work seven and one-half (7.5) hours or less per day, or less than fifty-two (52) weeks per year.

<u>YEAR/STEP</u>	<u>2012/2013</u>
STEP 1	\$11.39
STEP 2	\$11.73
STEP 3	\$12.07
STEP 4	\$12.41
STEP 5	\$12.75
STEP 6	\$13.13
STEP 7	\$13.50
STEP 8	\$13.90
STEP 9	\$14.30
STEP 10	\$14.68
STEP 11	\$15.09

23.3 Bus Drivers: assigned to work seven and one-half (7.5) hours or less per day, or less than fifty-two (52) weeks per year.

<u>YEAR/STEP</u>	<u>2012/2013</u>
STEP 1	\$13.83
STEP 2	\$15.19
STEP 3	\$16.50
STEP 4	\$17.86
STEP 5	\$19.18
STEP 6	\$20.53
STEP 7	\$21.88
STEP 8	\$22.48

