

Master Agreement

Between
Morenci Area Schools
and the

Morenci Education Support
Professionals Association,
MEA/NEA

07/11/2016 – 06/30/2018

Article 1 Recognition.....	6
Association as Exclusive Representative	
Inclusions	
Exclusions	
Article 2 Definitions.....	7
Article 3 Association Rights and Responsibilities.....	8
Request for Information	
Bulletin Board	
Use of Mailboxes	
Use of School Rooms	
Use of Equipment	
Placement of Agenda	
Transacting Association Business	
Rights Under Law	
Other Authorized Payroll Deductions	
Acceptable Use of Internet/Intranet	
Article 4 Fair Practices.....	10
Employee Discipline	
Progressive Discipline	
Non-Discrimination	
Article 5 Board of Education’s Managements Rights.....	11
Article 6 Grievance Procedure.....	12
Section 1, Definitions	
Section 2, Procedure of Adjustment of Grievances	
Informal Conference	
Step 1	
Step 2	
Step 3	
Step 4	
Powers of the Arbitrator	
Section 3, Other Matters Pertaining to Grievances	
Article 7 School Calendar.....	16
Article 8 Working Conditions.....	17
Safety and Health	
Work Year	
Work Week	
Workday	
Overtime	
Substitutes	
Addressing the Needs of Medically Fragile Students	
Subcontracting	
Notification of Changes in Assignments	

Orientation	
Media Centers	
Article 9 Vacancies and Transfers.....	21
Definition of Vacancy	
Posting	
Filling Vacancies	
Notification	
Trial Period	
Voluntary Transfer	
Involuntary Transfer	
Promotion or Transfer within the District	
Article 10 Leaves of Absence.....	23
Section 1-Paid Leaves of Absence	
Paid Leave	
Paid Leave Bank	
Funeral Leave	
Jury Duty and Court Appearance Leave	
Other Leaves With Pay	
Section 2-Unpaid Leaves of Absence	
Medical Leave	
Return From Leave	
Child Care Leave	
Extended Leave of Absence	
Other Leaves	
Family Medical Leave Act (FMLA)	
Section 3-Holidays	
Article 11 Evaluation.....	28
Procedures	
Article 12 Behavior.....	29
Expectations of Employees	
Deficiencies in Work Performance	
Right to Association Representation	
Due Process	
Employer Non-Interference	
Medical Examination	
Article 13 Layoff and Recall.....	31
“Layoff” Defined	
Layoff Notice	
Order of Layoff	
Consideration of Laid-Off Employees	
Order of Recall	
Notice of Recall	
Declining Recall	

Retention on Recall List	
Recall Rights	
Article 14 Seniority.....	33
Probationary Period	
Definition of Seniority	
Loss of Seniority	
Seniority Retention	
Seniority List	
Seniority Tie Breaking	
Employee Classification	
Article 15 Continuity of Operations.....	35
Good Faith Practices	
Strikes	
Inclement Weather	
Reporting When Classes Canceled	
Article 16 Compensation.....	36
Wages	
Benefits	
Independent/Instructional Paraprofessionals	
Secretaries	
Part-Time Employees	
Expense Reimbursement	
Retirement Severance Pay	
Employee Retirement Benefits	
Article 17 Student Discipline and Employee Protection.....	38
Assault	
Complaints Against Employee	
Time Lost	
Employee Responsibilities	
Worker's Compensation	
Article 18 Job Descriptions.....	40
Job Description Development	
Employee Participation	
Article 19 Miscellaneous Provision.....	41
Understanding by the Parties	
Individual Contracts	
Duty to Bargain	
Volunteer Services	
Supervisory Performance of Unit Work	
Printing of Agreement	
Emergency Manager	

Article 20 Employee Purchase or Re-payment of Retirement Service Credit.....42
Article 21 Duration of Agreement.....43
Appendix A.....44

ARTICLE 1: Recognition

- A. **Association as Exclusive Representative.** Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965 as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement.
- B. **Inclusions.** The Board recognizes the Michigan Education Association as the sole and exclusive bargaining representative for all full/part-time independent/instructional paraprofessionals and secretarial/clerical employees.
- C. **Exclusions.** Excluded from representation are: supervisors, bookkeeper and superintendent's secretary.

ARTICLE 2: Definitions

- A. Whenever the term "Board" is used, it refers to the Board of Education and any of its designated administrative employees acting in the capacity of agent.
- B. Whenever the term "Supervisor" is used, it is to include the administration of any work location or functional division.
- C. Whenever the term "Superintendent" is used, it is to include any person with power to act on his behalf.
- D. Whenever the term "Employee" is used, it shall include the member or members of the bargaining unit.

Instructional paraprofessional is a member of the bargaining unit working under the direct supervision of a teacher to provide assistance to the classroom teacher.

Independent paraprofessional includes library paraprofessional and Community Support Coordinator. Independent paraprofessional is a member of the bargaining unit working as a self-starter with specialized skills as determined by the Board.

Secretary/clerical is a member of the bargaining unit working under building administration to provide secretarial service as determined by the Board.

- E. Whenever the term "Association" is used, it refers to the Michigan Education Association, NEA and any person or persons designated by the MEA acting in the capacity of agent.
- F. Whenever the term "School" is used, it is to include any work location or functional division of the Morenci Area Schools.
- G. Whenever the singular is used, it is to include the plural.
- H. Whenever the term "Day" is used, it shall mean work days unless otherwise stated.
- I. Whenever "his" is used, it is to include "his/her."

ARTICLE 3: Association Rights and Responsibilities

- A. **Request for Information.** The Board agrees to make available within ten (10) working days to the Association upon its written request, all information, statistics and records which it has available and which may be reasonably necessary to make intelligent decisions relevant to negotiation, or necessary for proper enforcement of the terms of this Agreement.
- B. **Bulletin Boards.** The Association shall be provided space in each building in a place readily accessible to employees in which the Association may provide a bulletin board (not to exceed nine (9) square feet) for the posting of notices and other materials relating to Association activities. Such boards shall be clearly identified as Association bulletin boards and their upkeep and appearance shall be the sole responsibility of the Association. No material may be posted which is insulting or defamatory to any person or group. Posting of insulting or defamatory materials or failure to appropriately maintain the bulletin board(s) will be cause for their removal.
- C. **Use of Mailboxes.** The Association shall have the right to have materials placed in the mailboxes of members. Such materials shall not be detrimental to the school district nor to any individual, nor shall they establish and/or promote an idea, principle or practice which is contrary to District policy or procedure.
- D. **Use of School Rooms.** School rooms shall be made available for Association meetings for bargaining unit members according to building use policy and after clearing through the appropriate office.
- E. **Use of Equipment.** The local Morenci ESP shall have the right to use school equipment for preparing and duplicating information. The Association shall supply its own materials or pay for the reasonable cost of all materials and supplies incidental to such use. Such use shall be cleared through the appropriate supervisor, so that there will be no interruption or interference with normal school operations.

- F. **Placement on Agenda.** The Association or individual employee may request that the Superintendent place on the agenda items for consideration. Such requests must be made in writing to the Superintendent no later than 4:00 p.m. five (5) working days prior to the Board meeting. These requests will be placed in the proper area on the agenda.
- H. **Transacting Association Business.** Duly authorized representatives of the Association shall be permitted to transact business for grievances on school property at all reasonable times. Normal school operations shall not be disturbed. If it is necessary to hire a substitute, the Association will pay for the substitute except in the case of arbitration hearing. Regular procedures governing visitors to the building shall be followed.
- I. **Rights Under Law.** Nothing contained herein shall be construed to deny or restrict to any employee, rights they may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- J. **Other Authorized Payroll Deductions.** Upon written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for credit union, charitable donations or other plans or programs jointly approved by the Association and the Board. Further deductions and remittance will be made for annuities from companies as currently provided to other employee groups.
- K. **Acceptable Use of Internet/Intranet.** It is recognized that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist educational, employment-related and Association endeavors.

An employee's use of the Internet/Intranet is appropriate under all of the following circumstances: support of academic program; telecommunications; association activities; and reasonable personal and recreational usage to the extent that such use does not violate any express prohibitions of this contract and does not interfere with an employee's assigned duties and responsibilities.

It is understood an employee will be released from liability for inappropriate acts committed by any one not authorized with regard to the Internet/Intranet.

The Board agrees not to cease an employee's use of the Internet/Intranet due to unintentional violation of this provision.

An employee will be given notice of any changes and/or policies regarding the Internet/Intranet prior to implementation.

Employees required to use the internet/intranet will be provided training.

ARTICLE 4: Fair Practices

- A. **Employee Discipline.** All matters of non-probationary employee discipline will be handled on the basis of the following criteria:
1. Employees will be made aware of the kind of conduct which could result in possible or probable disciplinary action. (Examples: insubordination, unauthorized absences, unprofessional conduct)
 2. A careful investigation will be conducted to determine if an employee did, in fact, violate a rule/order prior to the issuance of discipline.
 3. The principle of "just cause" will be applied to all disciplinary actions up to and including discharge.
 4. The degree of discipline administered will be reasonably related to the seriousness of the proven offense and the work record of the employee.
 5. The employee has a right to know with reasonable precision the offense with which he/she is charged, and the right to defend himself/herself with respect to such allegations.
- B. **Progressive Discipline.** The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension with discharge as a final and last resort. The actual discipline, however, shall be as determined by the Board, and shall be at the level as determined to be appropriate for the seriousness of the offense.
- C. **Non-Discrimination.** The Association agrees to represent all employees without discrimination. The Board agrees to continue its policy of non-discrimination against any employee.

ARTICLE 5: Board of Education's Management Rights

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right to:
1. Executive management and administrative control of the school system and its properties, facilities and equipment.
 2. Direct the working forces, and to hire all employees and subject to the provisions of law, to determine their qualifications (including physical, mental and emotional capacities), and the conditions for their continued employment, or their dismissal, discipline, demotion and/or other personnel action; and to evaluate, assign, promote, lay off and transfer all such employees in accordance with such policies as the Board may from time to time promulgate.
 3. Determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and to determine the terms and conditions of employment of all employees, and to make any and all such changes in said terms and conditions of employment and/or in assignments as the Board may from time to time deem necessary and appropriate.
 4. Dictate the 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 and the right to establish, modify or change any work or business hours or days whenever the Board shall determine such action to be necessary and appropriate.
 5. Determine the number and location or relocation of its facilities, including the establishment of relocations of new schools, buildings, departments, programs, services, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities, and to determine and/or change the assignment of employees to the facility or location deemed most appropriate by the Board.
 6. Adopt reasonable rules and regulations.
 7. Establish policies governing the selection, evaluation, testing or training of employees, provided that such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, 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 thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board 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 6: Grievance Procedure

Section 1 -- Definitions

- A. A grievance is a complaint by an employee in the bargaining unit that there has been an alleged violation or misapplication of any provisions of this Agreement.
- B. An Association grievance chairperson shall be designated by the Association and may represent any employee in the Association if the complaint is lodged on behalf of the Association.
- C. Working days are those days that are worked by the classification of employees grieving.

Section 2 -- Procedure for Adjustment of Grievances

Grievances shall be presented and adjusted in accordance with the following procedure:

Informal Conference

- A. A complaint shall first be discussed with the Supervisor of the school with the object of resolving the matter informally within ten (10) working days following the event which is objectionable (or following recognition of the circumstances giving rise to a complaint.) Such a discussion may be requested by:
 - 1. An employee on his/her own behalf, or
 - 2. The Association representative at the employee's request, or
 - 3. The Association representative in the name of the Association.

Step 1

- A. In the event the matter is not resolved informally, the grievance may be lodged with or submitted to the supervisor of the classification within five (5) working days following the conference. The written grievance shall be signed by the aggrieved employee, if any, or the Association representative. See Grievance form, attached in Appendix F.
- B. The grievance may be lodged and thereafter discussed with the supervisor:
 - 1. By the employee in person on his/her own behalf, or
 - 2. By the aggrieved employee accompanied by the Association representative, or
 - 3. Through the Association representatives if the aggrieved employee so requests, or
 - 4. By the Association representative in the name of the Association.

Step 2

If the grievance is not disposed of at Step 1, or if no decision is rendered by the Supervisor within ten (10) working days after the grievance is presented, the grievance may be submitted, in writing, to the Superintendent within five (5) working days after the Supervisor's decision is communicated to the employee or the Association, or fifteen (15) working days from the date the grievance was presented to the Supervisor.

- A. The Superintendent of Schools shall meet and confer on the grievance with a view to arriving at a mutually satisfactory adjustment. Such a conference shall take place within ten (10) working days after the Superintendent received the appeal. Participants shall receive two (2) working days notice of the conference and shall be those indicated in Step 1, Paragraph B.
- B. The Superintendent shall render a written decision of the grievance with the supporting reasons after the conference, and shall furnish the Association with a copy of such written disposition within ten (10) working days of the conference.

Step 3

If the employee or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within ten (10) working days of the conference, the grievance may be submitted to the Board. Failure to transmit the grievance to the Board within fifteen (15) working days after its submission to the Superintendent, shall be deemed a withdrawal of the grievance.

- A. Within the time limits specified above, the grievance may be transmitted to the Board by filing written copies thereof with the Secretary of the Board and the Superintendent.
- B. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the employee or Association and attempt to resolve the grievance. Disposition of the grievance in writing, by the Board shall be made no later than ten (10) working days thereafter and a copy of such disposition shall be furnished to the Association.

Step 4

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration.

- A. If the Association notifies the Board in writing no later than ten (10) calendar days after its meeting with the Board to discuss the grievance, that it intends to seek arbitration, then the arbitration procedure outlined below shall be followed.
- B. At the first official meeting of the Board of Education which is held after notice of intention to seek arbitration, the Board will appoint a representative to help select an arbitrator. If the parties cannot agree as to the arbitrator within fifteen (15) working days, the arbitrator shall be selected by the American Arbitration Association.

- C. The Board and Association shall not be permitted to present in such arbitration proceeding any new information or evidence not previously disclosed to the other party.
- D. Subject to Paragraph E, below, both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- E. **Powers of the Arbitrator.** It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
 - 1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2. The arbitrator shall have no power to establish wage scales or change any wage rate.
 - 3. The arbitrator shall have no power to rule on the failure to re-employ any probationary employee.
 - 4. The arbitrator shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - 5. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this agreement; and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 - 6. In rendering decisions, the arbitrator shall give due regard to the responsibility of the management and shall so construe the agreement that there be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- F. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Section 3 - Other Matters Pertaining to Grievances

- A. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15, of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- B. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of the procedure. Failure to file or appeal a decision within a specified time limit shall be deemed a withdrawal of the grievance.

- C. Hearings and conferences held under the grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings or conferences are held during work hours, all employees required to be present, pursuant to this article shall be excused without loss of pay if it is an arbitration hearing. Any substitute cost incurred by the district shall be equally shared by the parties, except in the case of an arbitration hearing. (See Article III, J.)
- D. If a grievance arises from the action of authority higher than an employee's immediate supervisor, it may be initiated at the appropriate step of this procedure.
- E. No decision on, or adjustment of a grievance shall be contrary to any provision of this Agreement.
- F. No one but an employee covered under this Agreement, may avail themselves of the provisions of this grievance procedure.
- G. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure outlined herein until its resolution.
- H. Only the Association and not an individual member of the bargaining unit may use the appeal procedures of Step 4.

ARTICLE 7: School Calendar

- A. Paraprofessionals shall work and be paid for the number of actual student instructional days.
- B. Secretaries will work the number of contractual days according to Article IX, Working Conditions.
- C. Secretaries and paraprofessionals shall be held harmless for two (2) days due to weather or unforeseen circumstances.

ARTICLE 8: Working Conditions

A. **Safety and Health.** The Board of Education, through the supervisor, is committed to making the provisions necessary to insure safe and healthful working conditions for an employee. In order to accomplish this goal, a combination of factors must be considered:

1. The Board will furnish an employee with the proper tools and equipment needed to perform the job safely.
2. Every effort will be made to provide an employee with the training necessary to perform the job safely. The supervisor will assist in making arrangements to provide such training as is needed.
3. An employee has a responsibility to follow established safety rules and procedures.
4. An employee may ask questions regarding any task or procedure that is not understood. The supervisor will take the time necessary to assist an employee in learning proper methods. If an employee is aware of any actual or potentially unsafe situation, it is the employee's responsibility to report such to the supervisor immediately. In the event an employee is injured on the job, she/he must report the injury to the supervisor immediately. The supervisor will take the steps required to see that the employee receives proper medical attention. Required reports must be completed with the supervisor at a later date.
5. An employee will not be required to perform work under conditions that are unsanitary, hazardous or dangerous to an employee's safety and health. Work under conditions will be defined under regulations from MIOSHA or regulations from Material Safety and Data sheets.
6. An employee will not be required to provide health services, unless specifically written in the job description and/or except in an emergency situation.

Emergency will be defined as a life-threatening situation. A medically related emergency would be defined as a situation requiring immediate attention for the sake of the welfare of a student. The building principal, when available, will determine an emergency.

7. When an employee has cause to touch or view the genital areas of a student, a second employee will witness such services.
8. Coverage for liability will be the same as all other district employees.
9. An employee shall notify the building principal and/or a classroom employee of any student discipline problems.
10. If any employee is complained against or sued as a result of any action taken by the employee while in pursuit of his/her employment, whenever possible, the Board will provide all necessary assistance to the employee in his/her defense and will cooperate with the Association in their efforts. Employees will receive a copy of the written complaint within five (5) school days of receipt of the written complaint. The Board will allow employees to initially handle all complaints, when appropriate. If a complaint is found unwarranted, the complaint

will not be part of the employee's personnel files and /or personnel records. Complaints will be kept confidential.

11. Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against the employee.
 12. The foregoing provisions shall be subject to the condition that the employee has been acting in an ethical manner in the pursuit of his/her employment and in accordance with this contract, the reasonable policies of the Board of Education and all ordinances and statutes of the State of Michigan and local municipalities.
- B. **Work Year.** The normal work year for independent/instructional paraprofessionals shall be equal to the number of student instructional days. The normal work year for building secretaries shall be ten (10) months or two hundred four (204) days and two hundred ten (210) days for the main middle/high school secretary. Further, based upon need, more days than normal may be scheduled and paid at the employee's wage. When the Board adds an instructional day to the school calendar, the secretaries' work year will reflect an additional workday(s). All employees will work one-half day of the first employee workday of the school year. The building principal will notify whether or not the employees will work the remainder of the workday.
- C. **Work Week.** The normal week for all bargaining unit members is Monday through Friday.
- D. **Workday.**
1. The workday for independent/instructional paraprofessionals shall normally be no less than six (6) hours a day as determined by the Board and shall include a thirty (30) minute paid lunch. Full time will be six (6) hours or more a day. Part time will be less than six (6) hours a day and benefits will be prorated.
 2. The normal workday for secretaries is eight (8) hours and shall include a forty-five (45) minute paid lunch. Their workday will include two (2) fifteen (15) minute paid breaks.
 3. While employees are willing to be flexible if activities preclude the regular scheduled lunch time, every effort should be made to reschedule lunch time at the employees' convenience.
 4. Independent/instructional paraprofessionals working eight (8) hours shall be entitled to two (2) ten (10) minute relief times with pay. Independent/instructional paraprofessionals working fewer than eight (8) hours shall be entitled to one (1) fifteen (15) minute relief time. Employees working overtime shall be entitled to one (1) fifteen (15) minute relief time for every four (4) hours of overtime worked.
 5. In offices where no paraprofessional is assigned on a daily basis and offices where a single secretary is assigned, a paraprofessional can assist up to ten (10) hours a week with prior administrative approval.
- E. **Overtime.** Time and one-half will be paid for all time worked in excess of forty (40) hours in one week.

- F. **Substitutes.** The Board, whenever possible, shall provide substitutes in the absence of a regular bargaining unit member. The Board reserves the right to re-assign bargaining unit members to assume the role of another bargaining unit member in their absence.
- G. **Addressing the Needs of Medically Fragile Students.** If known by the administration, an employee will be notified when a medically fragile student has been placed in his/her supervision.
1. When the Board has a medically fragile/inclusion student, the position of a trained, health care paraprofessional will be included in the bargaining unit. The position will entail normal paraprofessional duties, as well as added health care duties.
 2. The Board will request for an employee to volunteer to be assigned to the student. The Board will train an employee for the specific services, and an employee will be paid for the training. If there are no volunteers, the Board will post the position following the contractual language in Article X.
 3. Prior to any employee performing medical services, and/or dispensing medication, written authorization signed by a licensed physician and the students' parents/guardians shall be received by the Board and furnished to an employee. The authorization will list specific medical related procedures that are to be performed for the underlying condition calling for the service, and the specific conditions under which services are to be provided.
 4. The Board will provide all necessary supplies and equipment required for an employee to provide the services to the student.
- H. **Subcontracting.** The Board reserves the right to subcontract as is deemed necessary for the continued operation of the District in an appropriate and economically sound basis. The purpose of subcontracting shall not be to undermine the Association, nor to discriminate against any of its' members.
- I. **Notification of Changes in Assignments.** The Board shall notify the employees in writing at least two (2) weeks prior to the implementation of any decision to contract out services, reduce the size of the bargaining unit, remove bargaining unit work, change of a position, change in job duties, and/or reduce/increase regular working hours of any bargaining unit member except in the event of an immediate necessity.

In the event a paraprofessional reports to work and his/her assigned student is absent or has left school because of illness or another reason, an employee shall be temporarily assigned work to do and will receive regular pay. This work shall not serve to reduce the regular working hours of any other employee. If the paraprofessional is not given a direct temporary fill in an assignment for the remaining time, the paraprofessional may be sent to another building for temporary assignment or may be sent home by administrative approval.

- J. An employee who will be providing instructional or other services to a handicapped student shall be invited, and, if possible, to attend and to participate in the MET and/or IEPC which may initially place or continue the placement of the student. Notification will be conducted in the same manner as all other employees are invited. An employee will be afforded opportunities to give input at

such meetings. Paraprofessionals shall be compensated at their hourly rate for time to attend the MET and/or IEPC if the meeting is after normal school hours.

K. **Orientation.**

All employees will be invited to the opening day of the school year and attend opening day workshops and presentation, when appropriate.

All employees and new hires will receive an orientation on working in a school setting, on understanding the Board's policies and procedures and on job expectations. Orientation will include an explanation of confidentiality, corporal punishment, Family Educational Rights and Privacy Act (FERPA), sexual harassment, hostile work environment, safety procedures, diversity, blood borne pathogens and crisis management plan.

If there is a staff handbook, there will be a review with all employees and new hires.

For new hires there will be a meeting with the payroll office to complete and explain all proper forms.

All employees and new hires will sign a form indicating that they attended the orientation and received information.

Employees will be paid at their hourly rate for the above, K. Orientation, and any meetings required by administration.

L. **Media Centers.**

1. Media Centers will be staffed with paraprofessionals/teachers when the Media Center is scheduled to be in use.
2. Media equipment/supplies/books, etc. will be disbursed by paraprofessionals/teachers.
3. Paraprofessionals/other staff will be in the Media Center when the computer labs are scheduled to be used or are in use.

ARTICLE 9: Vacancies and Transfers

- A. **Definition of Vacancy.** A vacancy shall be defined as a newly created position within a classification, or a present position that becomes vacant by reason of the permanent separation of the employee formerly in said position. No vacancy shall exist for purpose of this Article unless the Board shall determine to fill any such position, which determination shall be by the sole discretionary authority of the Board.
- B. **Posting.** A vacancy shall be posted no less than five (5) work days in a conspicuous place in each school building prior to filling the vacancy, except in such cases as the Board shall deem it necessary to dispense with this procedure in order to expeditiously fill a vacancy which it determines must be filled on a more immediate basis. When posted, the notice will set forth the requirements of the job and a brief job description. The notice will also provide the classification of the job and the projected starting date. If posted during the summer, the posting will be sent to all members.
1. Current employees may apply for a posted position by filing a written application with the Superintendent of Schools within the designated application period.
 2. All employees so applying will be given reasonable consideration for the job.
- C. **Filling Vacancies.** The Board shall fill vacancies according to a process which, in the Board's sole discretion, determines the best candidate for the vacant position. All bargaining unit members have rights to apply and be selected for a vacant position with the full understanding that the final decision of hiring of the candidate with the most necessary qualifications will be determined by the Board.
1. In the event that the Board shall determine that two (2) or more applicants from the current employees are equally suited to the position, the Board shall award the position to the applicant employee with the most seniority.
 2. When an employee moves from one classification to another, advancement in step increments will insure a pay raise, as shown on the Wage Schedule, Appendix A.
- D. **Notification.** The Board, or its designated representative, shall, within ten (10) work days after making its decision with regard to filling a vacancy, notify the Association President of the decision.
- The Board, or its designated representative, shall, within ten (10) work days after making its decision with regard to filling vacancies, reassignments, terminations, transfers, and changes in employment, notify the Association President of the decision.
- E. **Trial Period.** In the event of promotion within a classification, the employee shall be given a work trial of not less than fifteen (15), or more than thirty (30) days in which to demonstrate his/her capabilities. If the employee is unable to satisfactorily perform in the new position, or if an employee requests, he/she will be returned to his/her former position, if it still exists. No benefits are lost during a trial period. A trial period is not a probationary period.
- F. **Voluntary Transfer.** An employee involved in a voluntary transfer in or out of classification shall not suffer any loss of pay, seniority or benefits.

- G. **Involuntary Transfer.** In the event an involuntary transfer is necessary due to loss of funding, the Board will first seek an employee to volunteer.

If there is a reduction of a positions(s), refer to Article XIV Layoff and Recall.

If no one volunteers, the Board will involuntarily transfer the least senior employee in his/her classification.

The Board may skip a paraprofessional on the seniority list the IEP team states that transferring the current Para educator will place the student at risk to physically harm him/herself or other.

An employee temporarily transferred shall be paid at his/her regular rate while performing in the new position. An employee permanently transferred shall be paid the rate for the job to which he/she is transferred. (A transfer shall not be deemed a demotion unless the employee experiences a reduction in pay.)

In the event an employee is transferred, and an employee's former position is re-instated, the Board will offer the option to revert to his/her former position.

- H. **Promotion or Transfer Within The District.** In the event a Morenci secretary/paraprofessional is promoted or transferred to another Morenci position, his/her seniority continues to accrue as if the employee were actively working as a secretary/paraprofessional.

Upon return to a secretary/paraprofessional position through the posting process, the returning employee will step back on the seniority and salary escalator at the step he/she would have occupied if continuously employed as a secretary/paraprofessional.

ARTICLE 10: Leaves of Absence

Section 1 - Paid Leaves of Absence

- A. **Paid Leave.** At the beginning of each year, each employee shall be credited with an eleven (11) day leave allowance to be used for absences caused by personal illness or disability and/or family illness or for illness of individuals living with an employee and for personal business. The unused portion of such paid leave allowance shall accumulate from year to year to a limit of one hundred thirty-five (135) days for secretaries; and one hundred ten (110) days for independent/instructional paraprofessionals. . Unused paid leave in excess of the maximum shall be paid at the rate of twenty-five dollars (\$25.00) per day at the end of the school year. Unused paid leave days, as allowed by this Article, shall be added to the accumulative paid leave at the end of the school year; those days shall be included when paying members who have accumulated days in excess of the maximum days per this section.
1. The Board shall furnish a written statement within twenty (20) days of the beginning of each school semester setting forth the total of paid leave credit each employee has accumulated.
 2. Each employee absent for personal illness or injury or on orders of his/her physician to remain absent from duty due to exposure or disease may be required by the Superintendent of Schools, or his designee, to report to the Board of Education physician (employee choice of male or female) for an examination. The cost of said examination shall be assumed by the Board, with no deduction of days from the employee's sick or personal day bank.
 3. Each employee shall notify their supervisor of their intended absence, nature of leave (paid leave or funeral leave) the day and date of absence and where they can be contacted during the day. Each employee shall give notification no later than 7:00 a.m. on the day of absence.
 4. In the event an employee has advance knowledge of a period of disability, the Administration shall be notified as soon as possible after the employee becomes aware of same. Such notification will include a written statement from the employee indicating whether or not paid leave benefits are or are not to be paid during the absence as well as a certificate from the attending physician, stating the anticipated commencement and duration of such disability, any restrictions on the work the employee must perform, and the length of time such restrictions are applicable.
 5. An employee may be required by the Administration to justify such absence when reporting to work on the first working day following his/her absence. Failure to comply with this provision can result in the withholding of pay for such leave days.
 6. Doctor or dentist appointments are encouraged to be scheduled before or after work. Paid leave may be used when the ongoing treatment of the employee for a specific physical/medical problem is taking place. An exception to this would be an emergency illness for which paid leave shall be granted.

7. Probationary employees shall not receive paid leave during the period of their probation. No paid leave time shall be earned while an employee is on leave of absence. When an employee has satisfied probation, paid leave benefits from the date of hire will be granted.

B. **Paid Leave Bank.**

The Board will provide the usage of a paid leave bank to any employee who has depleted his/her leave allowance.

Upon depletion of his/her leave allowance, any employee may make application to the Association to utilize the paid leave bank. Utilization of paid leave bank shall be for the same purposes as the leave allowance, found in section 1-Paid Leaves, sub section A., Paid Leave, of this article.

Monthly reports of the paid leave bank showing the number of days remaining will be provided to the Association by the Board, when requested.

Employees may voluntarily donate day(s) to the bank when requested.

The Association and the Superintendent or (his/her) designee will form and administer a Paid Leave Bank Committee to review and grant paid leave requests from the paid leave bank. The Paid Leave Committee will be formed no later than sixty (60) days after the beginning of the school year.

Unused days remaining in the paid leave bank at the end of the school year will accumulate for the following years.

C. **Funeral Leave.**

All employees shall be granted five (5) working days with pay for a death in the employee's immediate family and/or close friend. The immediate family is defined to include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, grandchildren and grandparents, stepfamilies, also any individual who permanently resides in the employee's home. Close friend is defined at the discretion of the employee. In the event of other family death, the employee will be granted one (1) paid day.

Additional time off for traveling to a funeral may be granted by the Superintendent when the distance involved warrants such action.

D. **Jury Duty and Court Appearance Leave.**

1. All school employees who are called to jury duty shall notify the Superintendent of Schools as soon as notice is received. Employees shall request the court to defer jury duty whenever possible to the summer months when the children are not regularly enrolled; the Superintendent will confirm such requests when necessary.
2. Employees who cannot obtain a deferment or whose employment extends through the summer months shall be released for jury duty. Such employees shall receive the difference between their regular salary and pay received for jury duty.

3. Any employee required to appear in court for school related matters shall suffer no loss of pay or leave days.

E. **Other Leaves With Pay.**

1. Time off with pay, chargeable against the employee's paid leave will be granted for illness in the immediate family. The only justification for paid absence is that the employee must be absent because of an inability to arrange care of someone in the immediate family who is ill. The immediate family in this paragraph is defined as being spouse, children, parents or individuals living with an employee.
2. The Association Leadership or designee shall be entitled to five (5) full work days of leave with pay, to be used for such Association business the President may designate subject to the following limitations:
 - a. Such days are not to be used to take part in any protest, march, strike, or any other public demonstration—type activity.
 - b. The Association must notify the Board not less than forty-eight (48) hours prior to such leave.
 - c. The Board reserves the right to deny said leave if conditions exist wherein the employee's absence will cause undue disruption to the District activities.
 - d. Substitute costs, if any, shall be paid by the Association.

Section 2 - Unpaid Leaves of Absence

- A. **Medical Leave.** An employee who is unable to work because of personal illness or disability and who has exhausted all paid leave available shall be granted a Leave of Absence without pay for the duration of the illness or disability, provided that such illness or disability does not extend beyond the individual employee's contract or the current school year, whichever is sooner. The Board may renew such leave upon written request of the employee. The Board agrees to pay the premiums for health insurance benefits for the duration of the individual employee's contract or the balance of the school year, whichever is shorter.
- B. **Return From Leave.** If any member of the bargaining unit is granted a leave under Paragraph A for a period of one (1) year or less, the Board agrees to reinstate the employee to their former position or another position at the same rate of pay and within the same classification. The individual shall receive seniority and salary schedule credit for the duration of the leave.
- C. **Child Care Leave.** With the addition of a child to the employee's family, the Board of Education may grant leave of absence for child care, without pay, upon written request for such leave. Employees should follow the steps outlined under Extended Leave of Absence to apply for Child Care Leave.

- D. **Extended Leave of Absence.** A leave of absence thirty (30) days or more may be authorized for good cause by the Board of Education upon recommendation of the Superintendent.
1. Written application for such leave shall be made by the employee addressed to the Superintendent of Schools, stating the reason for the requested leave and the number of days being requested.
 2. An employee returning from a granted leave shall be assigned to the same position, if available, as held before the leave.
 3. An employee on leave shall not accept other employment, except as may be approved by the Superintendent of Schools.
 4. During a leave of absence, the employee will not gain length of service or lose length of service acquired up to the date of the leave.
- E. **Other Leaves.** Absence from work may be authorized by the immediate supervisor except in those instances when the Board of Education policy or administrative regulations expressly reserves this authority for the Superintendent and/or the Board of Education. Absences for reasons not covered in this handbook or any exceptions may be authorized by the Superintendent, or as required by the Board of Education.

Employees faced with extenuating circumstances are encouraged to discuss them with their supervisors.

- F. **Family Medical Leave Act (FMLA).** Pursuant to the FMLA of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior 12-month period is entitled to twelve (12) work weeks of leaving during any 12-month period and with group health insurance coverage maintained due to the following reasons:
- a. the birth of an employee's child and/or in order to care for the child;
 - b. the to placement of a child with an employee for adoption or foster care;
 - c. the need to care for the employee's spouse, child, or parent who has a serious health condition; or
 - d. a serious health condition that renders an employee incapable of performing the functions of his/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. Other conditions of the Family and Medical Leave Act shall apply to leave in this section.

Eligible employees are entitled to up to twelve (12) weeks during what would otherwise be an unpaid leave of absence.

The twelve (12) month period will be measured forward from the date the employee's first FMLA leave begins (i.e., the "leave year" is specific to each individual employee).

An employee will elect whether or not to utilize paid leave allowance during FMLA leave.

Section 3 - Holidays

1. All employees will be paid for the following holidays:

New Year's Eve Day, New Year's Day, Good Friday, Labor Day, Thanksgiving, and Friday after Thanksgiving, Christmas Eve, and Christmas.

2. In the event that one of the above holiday falls on a Saturday, the Friday preceding shall be considered the holiday, and if the holiday falls on a Sunday, the Monday next succeeding the holiday shall be considered the holiday.

ARTICLE 11: Evaluation

A. Procedures

1. Each bargaining unit member shall be formally evaluated by his/her building principal in conjunction with the immediate supervisor as required by the Board. Evaluations are required at least once every three (3) years. Evaluation forms are attached in APPENDIX D.
2. All formal evaluations shall be reduced to writing and a copy given to the bargaining unit member at a conference between the bargaining unit member and the supervisor. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation.
3. The bargaining unit member shall sign the evaluation prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean he/she necessarily agrees with the contents of the evaluation.
4. The contents of an evaluation are not subject to the grievance procedure unless the evaluation was produced in an arbitrary or capricious manner.
5. An employee shall have the right to review the contents of his/her personnel file materials pertaining to said employee originating after initial employment, excluding initial references and other information excluded or excludable from disclosure under the Employee Right-To-Know Act, Public Act No. 379 of 1978 (MCL 72.621, et seq.) or other provisions of law, including the Michigan Freedom of Information Act (MCL 15.231, et seq.), the Michigan Revised Judicature Act (MCL 600.2165), and the federal Family Educational Rights and Privacy Act (20 USC 1232(g)). The employee may have a representative of the Association accompany him/her in such review. Such reviews of the employee's personnel file records shall not occur more often than three (3) times in any one school year (July 1 to June 30).
6. In the event a third party is requesting the personnel file of an employee, the employee will be notified as soon as possible.

Upon the employee's written request, disciplinary records contained in his/her individual personnel file may be considered by the Board to be expunged. The decision, however, is exclusively vested in the Board.

ARTICLE 12: Behavior

- A. **Expectations of Employees.** Employees are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board of its representatives which are not inconsistent with the provisions of this Agreement.
- B. **Deficiencies in Work Performance.** In the case of deficiencies in work performance, an employee shall be advised of the deficiencies as soon as reasonably possible. Written notification of deficiencies along with a reasonable period of correction, if appropriate, shall be sent to the employee if such are re-occurring or shall be deemed sufficient for suspension, demotion, dismissal or other disciplinary action. Such deficiencies shall include, but are not limited to, the following:
1. Unauthorized or excessive absence from work.
 2. Abuse of sick leave.
 3. Chronic tardiness.
 4. Conviction of any criminal act.
 5. Inappropriate or immoral conduct involving students.
 6. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicants of any kind.
 7. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
 8. Willful violation of any provisions of this contract.
 9. Deliberate falsification of records and reports.
- C. **Right to Association Representation.** Each employee shall have the right to have an Association representative present at any scheduled meeting or conference with an administrator at which there exists a reasonable likelihood (to the administrator's prior knowledge) that the conference will result in imposition (or recommendation therefore) of disciplinary sanctions against said employee. No disciplinary action shall be taken against an employee without the presence of such representation (unless waived by the employee). Association representative(s) will be the choice of the employee. The employee and/or Association Representative(s) will be given the nature of the meeting prior to the meeting. If disciplinary action shall become likely at a given meeting, the employee shall be advised immediately of such possibility and be advised of the right to representation under this provision of the Agreement.

D. **Due Process.** The Board agrees that employees shall not be disciplined, dismissed, demoted, or reduced in compensation without "due process" as defined in this Article. That for the first ninety (90) calendar days of employment all new employees shall be deemed "probationary employees" and dismissal of any such employee prior to completion of his/her probationary period shall not be made the basis of any grievance or appeal under this Agreement.

"Due process" shall be defined for purposes of this Agreement as the following:

1. An employee shall be given *appropriate prior notice of any performance deficiency whenever imposition of any of the above disciplinary sanctions is based principally on a continuing course of conduct evidencing such deficiency. (*Appropriate: defined as verbal for "minor" incidents or written for "other incidents.")
2. Employees may minimally submit a written statement of objection to imposition of any of the above disciplinary sanctions, specifically stating any reasons why the disciplinary sanction should not be imposed, and such statement shall be included in the employee's personnel file.

E. **Employer Non-Interference.** The Board agrees to maintain a policy of non-interference in the off duty hours of an employee, as long as his/her activities are not determined to interfere with his/her job performance.

G. **Medical Examination.** The Board, at any time, shall require an employee to submit to an examination by an independent physician in an effort to determine his/her fitness for employment. Such examination will be paid by the Board, and the employee will not be charged leave time for the examination.

ARTICLE 13: Layoff and Recall

- A. **Layoff Defined.** "Layoff" shall be defined as a determination by the Board to effectuate a reduction in the total number of employees within a particular classification, which reduction is implemented by completely or partially discontinuing the employment of a designated number of individual employees.
- B. **Layoff Notice.** The Board of Education or its designated representative expressly retains the authority to effectuate a reduction in personnel for whatever the reason and whenever the Board shall in its sole discretion determine such a reduction to be necessary or advisable. All employees laid off by the Board shall be given notice of layoff at least thirty (30) calendar days prior to the effective date of the layoff. PROVIDED, however, that employees may be laid off on only fourteen (14) calendar days prior notice in the event that emergency conditions render longer notice not reasonably feasible.
- C. **Order of Layoff.** The Board shall implement layoffs by retaining those employees within a classification according to seniority who are "qualified," as that term is defined in this Agreement, to perform the duties and responsibilities of the remaining positions within the classification.
1. In the event the Board shall determine that any two (2) or more employees are equally qualified for the remaining positions, the Board shall retain the employee with the greatest seniority in classification.
 2. In the event seniority employees must be laid-off, layoff considerations may include:
 - a. In the event an employee is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit. Should the Board determine that the employee shall be placed in one of the posted positions he/she shall retain the right to his/her job classification should a position become available for which he/she is qualified. Re-assignment to said classification shall be solely a decision of the Board.
 - b. An employee reduced from a position in his/her present classification may be retained in his/her position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification, the reduced employee possesses the qualifications to perform the job, and the Board determines the placement to be in the District's best interest.
- D. **Consideration of Laid Off Employees.** Employees on layoff shall be considered before the hiring of new employees outside the District for a vacant position in another unit classification for which they are fully qualified.

E. **Order of Recall.** The Board shall recall employees from layoff according to seniority and according to the Board's determination of which laid off employee within the classification of the vacant position is "qualified," as that term is defined in this Agreement, to perform the duties and responsibilities of the vacant position.

1. In the event the Board shall determine that two (2) or more laid off employees are equally qualified for the vacant position, the Board shall recall the laid off employee with the most seniority in classification.
2. In the event a tie exists, the employee with the greatest total years of service in the District shall be recalled first. In the event a tie still exists, it shall be broken by the last four (4) digits of the employee's social security number with the employee with the highest number having the most seniority.

F. **Notice of Recall.** Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given at least five (5) work days from receipt of notice to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day period.

G. **Declining Recall.** Employees will have two (2) separate opportunities for two (2) separate positions to be recalled to comparable work for which they are qualified in their classification are obligated to take said work. An employee who declines recall after the second offer to perform work for which he/she is qualified in his/her classification shall forfeit his/her seniority and all employment rights under this Agreement. Comparable work will be defined as a position with the same or greater work hours, workdays and wages.

"Comparable work for which they are qualified" will be defined as, work in former position, training, education and experience. The employee, upon request, will be granted an interview to demonstrate qualifications.

H. **Retention on Recall List.** Employees shall remain on the recall list for a period of one (1) year or the length of their seniority, whichever is greater, but not to exceed two years after the date of layoff.

I. **Recall Rights.** Probationary employees have no recall rights.

ARTICLE 14: Seniority

- A. **Probationary Period.** Employees will be considered probationary for the first ninety (90) calendar days from the date of hire into the bargaining unit.

Definition of Seniority. "Seniority" shall be defined as the length of an employee's continuous service within his/her respective classification from his/her date of hire into that classification until such time as he/she moves out of that classification, at which time his/her seniority will be frozen in the previous classification. Date of hire is defined as the first paid day of work in the classification. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.

When a substitute employee is hired as a bargaining unit member for the same position for which she/he was the substitute employee, the date of hire will be retroactive to the first day of work as a substitute employee providing the substitute employee had continuous employment.

"Continuous employment" will be defined as working for the same bargaining unit member with no break in service.

- B. **Loss of Seniority.** An employee will lose his/her seniority for the following reasons:
1. The Employee resigns.
 2. The Employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
 3. The Employee retires.
 4. The Employee is on layoff for one (1) year or the length of his/her seniority whichever is greater, but not to exceed two (2) years.
- C. **Seniority Retention.** Seniority shall be retained, but not accumulated, for an employee on an unpaid leave of absence pursuant to the Agreement or on layoff for a period not to exceed one (1) year or the length of his/her seniority whichever is greater but not to exceed two (2) years. Seniority shall continue to accumulate for an employee on any approved paid leave of absence pursuant to this Agreement.
- D. **Seniority List.** A seniority list shall be furnished to the Association on or about October 30, of each year. Such list shall contain each employee's name and date of hire for each classification. At the end of thirty (30) days, revisions will be forwarded to the Board office for consideration. The final list will be agreed to and relied upon by the parties.
- E. **Seniority Tie Breaking.** In the event that more than one employee has the same length of service in a seniority classification, seniority ranking shall be first determined by total years of service in the district. If a tie still exists, employees shall be ranked in order of the highest last four digit numbers of each employee's social security number.

F. **Employee Classification.** The bargaining unit's various classifications shall be as follows:

1. Independent/instructional paraprofessionals
2. Secretaries

ARTICLE 15: Continuity of Operations

- A. **Good Faith Practices.** The Board and the Association agree that during the period of this Agreement they will not, either directly or indirectly, engage in or assist in any unfair labor practices as defined by the Public Employment Relations Act.
- B. **Strikes.** The Association agrees that it will not, as a group or as individual members, participate in an illegal strike or other job action.
- C. **Inclement Weather.** Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by acts of God.
- D. **Reporting When Classes Cancelled.** Employees may be required to report for duty whenever emergency or unusual conditions necessitate the canceling of classes. If classes are canceled due to weather, or unforeseen circumstances, employees may report to work late, but not later than 10:00 a.m. subject to ARTICLE 7, Section A and B. Employees reporting by 10:00 a.m. shall be paid for the hours worked. If an employee is unable to report due to impassable roads, the Administration may verify the road conditions and take appropriate action if the conditions are not as reported. Notification of the canceling of classes shall be given via all available media and shall be called in not later than 7:00 a.m.

ARTICLE 16: Compensation

- A. **Wages.** The basic wages of employees covered by this Agreement are set forth in APPENDIX A, which is attached to and incorporated in this Agreement. Such wage schedule shall remain in effect during the designated periods.
- B. **Benefits.** Fringe Benefits of part-time employees (working fewer than 6 hours per day and fewer than 170 days per year) shall be on a pro-rated basis.
1. **Independent/Instructional Paraprofessionals.** All independent/instructional paraprofessionals will be entitled to Board paid \$2,250 (two thousand two hundred and fifty dollars) of the premium cost, annually, up to full family health insurance.
 2. **Secretaries.** Beginning with the 2008/2009 school year, all secretaries will receive Board paid, up to full family health insurance, annually of the Board negotiated SET/SEG Medical Plan. Any secretary hired after March 25, 2013, will be eligible to purchase health care benefits, but the Board will not provide coverage.
 2. The Association and Administration will negotiate any changes in insurance prior to implementation.
 4. No double coverage of health insurance will be allowed. If the employee is covered under another health insurance plan, he/she will be ineligible for coverage by the District.
 5. All employees other than secretaries will receive Life Insurance with A.D. and D. in the amount of \$20,000 (twenty thousand dollars) annually, if employed prior to March 25, 2013.
 6. If an employee employed prior to March 25, 2013 waives board-paid insurance coverage, the Board will pay \$400 (Four Hundred Dollars) per year to the employee in one lump sum in the paycheck closest to December 15th. Upon ratification, all employees will be eligible to purchase health benefits at their own expense.
 7. **Part-Time Employees.** Fringe Benefits of part-time employees (working fewer than six (6) hours per day and fewer than one hundred and seventy (170) days per year) shall be on a pro-rated basis.
- C. **Expense Reimbursement.** Employees who are asked to use their own vehicle for school district business will be reimbursed for such at the current rate.

Employees will be afforded opportunities to attend Board-approved, job-related conferences, workshops, and in-services. The Board will reimburse all required professional development expenses incurred. All expenses will be pre-approved. Employees who attend will not suffer any loss of pay or benefits. Expenses incurred will include mileage, lodgings, meals, transportation, registration, and materials.

In the event the qualifications change to require additional education or certification, the Board will reimburse an employee for related expenses, when the state and/or federal funding is appropriated and designated.

- D. **Retirement Severance Pay.** After ten (10) years of service in the Morenci Area Schools or after ten (10) years of service with Morenci Area Schools and eligible for minimum social security and upon qualifying for retirement under the state system, the Board agrees to pay one-half (1/2) of the accumulated paid days (not to exceed allowable maximums) at the rate of twenty-five dollars (\$25.00) per day.

All Accumulated paid days will be converted to vacation leave compensation upon notice of retirement.

Employees will receive vacation leave compensation through a Morenci Board approved 403B plan.

Employees will not have the option of receiving cash for vacation leave compensation.

- E. **Employee Retirement Benefits.** The Board of Education will pay the current rate as required of each employee's wages to the Michigan Public School Employees' Retirement System. For more information, please see the supervisor.

ARTICLE 17: Student Discipline and Employee Protection

- A. **Assault.** Any case of assault upon an employee shall be promptly reported to the Board or its designated representative.
- B. **Complaints Against Employee.** If any employee is complained against or sued as a result of any action taken by the employee while in pursuit of his/her employment, the Board will cooperate in his/her defense. No action shall be taken upon any complaint by a parent or student directed toward an employee, unless such matter is reported in writing to the employee concerned. Further, the employee must receive a copy of any correspondence relative to said complaint prior to having it included in his/her personnel file.

Coverage for liability will be the same as all other district employees.

The principal or immediate supervisor of an employee shall inform him/her of any complaints by students or parents that could lead to disciplinary action. If not immediately resolvable, the complaint will be given to an employee in writing within two working days.

- C. **Time Lost.** Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against the employee unless he/she is found guilty or loses time as a result of suspension. The Board will reimburse an employee for any loss, damage, or destruction of clothing or personal property of an employee while on duty in the school or on the school premises.
- D. **Employee Responsibilities.** The Board shall support employees in maintaining school discipline as outlined in the student code of conduct and board policy.

The employee will have access to a copy of the Board policy and will be supplied a copy of the Student Code of Conduct, which outlines maintaining school discipline.

- E. Any case of threat or assault and battery upon an employee shall be promptly reported to the Board. Further, an employee will be notified of any threats. An employee shall reduce to writing a full account of the threat or assault and battery and provide the Board with any information, which will substantiate action. The Board will provide legal counsel to advise an employee of his/her rights and obligations with respect to such threat or assault and battery and shall promptly render all reasonable assistance to an employee in conjunction with handling of the incident by law enforcement and judicial authorities if an employee's position, in the judgment of the Board, is defensible.

F. Worker's Compensation.

1. In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation law, the employee will be entitled to use sick leave in the same manner as if the injury or illness was not compensable under the Workers' Compensation, provided that said employee reimburse the employer the amount of wage continuation benefit received under Worker's Compensation for any week the employee receives sick pay from the employer.
 2. For any day that the employee receives paid pay from the Board and reimburses the Board for the Worker's Compensation received, the employee's paid leave shall be reduced only by the portion of a day equal to the position of the of the employee's gross pay which is actually paid by the Board.
- G. The Board will provide an employee, Bloodborne Pathogens training, Hepatitis B – injections and information on the relevant diseases connected with Hepatitis B and any other immunizations required. The Board is required to institute engineering and work practice controls to eliminate or minimize employee exposures. Where potential exposures remain after taking such measures, personal protective equipment or immunization must be used or offered. The Board will provide an employee, Bloodborne Pathogens training, Hepatitis B – injections and information on the relevant diseases connected with Hepatitis B and any other immunizations required.

ARTICLE 18: Job Descriptions

- A. **Job Description Development.** Job descriptions for each classification may be developed by the Board. Said descriptions shall be determined at the sole discretion of the Board. As finalized, the descriptions shall be made available to all current Association members, to all transferred/promoted members and to all new hires. The descriptions may include, but may not be limited to:
1. Job Title
 2. Minimum Requirements
 3. Required Tasks and Responsibilities
 4. Person (position) Responsible to

Evaluations of Association members' work performance shall be generally based upon the said job description, but it shall not be limited to only the specifics of the job description.

- B. **Employee Participation.** If requested to do so, the employee will actively participate in the formulation of the job description for his/her classification by giving input to be considered by the Board.
- C. If job descriptions change, the changes will be re-issued to the employees and attached to APPENDIX E.
- D. Handwritten job descriptions added to the 2006-2009 contract through negotiations will be typed and added to the contract in APPENDIX E.

ARTICLE 19: Miscellaneous Provisions

- A. **Understandings by the Parties.** 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 all of the understandings and agreements arrived at by the parties after the exercise of that right and responsibility are set forth in this Agreement.
- B. **Individual Contracts.** Any individual contract between the Board and the individual employee, heretofore executed shall be subject to and consistent with the terms and the conditions of this agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.
- C. **Duty to Bargain.** With regard to actions implemented or authorized by the Board or its administration subsequent to the date of the execution of this Agreement, which substantially affect the terms and conditions of Association members, and which are not in conflict with the specific terms of this Agreement, the Board agrees to comply on demand with its statutory duty to bargain in good faith to the extent (and as to these subjects) required by the Public Employment Relations Act.
- D. **Volunteer Services.** The Board expressly reserves the right to accept services offered on a volunteer basis by individuals or organizations affiliated with or interested in school district affairs and operations. Such organizations may include, but are not limited to, athletic booster clubs, parent-teacher organizations, student extra-curricular clubs or organizations, etc.
- E. **Supervisory Performance of Unit Work.** Supervisory employees, or non-Association employees may perform duties normally performed by Association members whenever the performances of such duties is necessary to ensure continuity of essential administrative or educational functions of the school district. Said assumption of duties shall not displace a bargaining unit member.
- F. **Printing of Agreement.** Copies of this Agreement shall be printed at the expense of the Board and presented to all Association members. New employees shall receive a copy of this Agreement within ten (10) days of appointment to employment. The Board shall provide six (6) copies of this Agreement to the Association.
- G. **Emergency Manager.** An Emergency Manager shall be appointed under PA 436 of 2012 to reject, modify, or terminate the collective bargaining agreement to safeguard and assure the financial accountability of Morenci Area Schools.

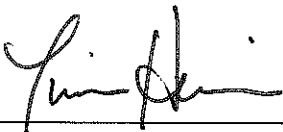
ARTICLE 20: Employee Purchase or Re-payment of Retirement Service Credit

The Internal Revenue Code (IRC) Section 414(h) (2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, employees may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit (such as Universal Service credit, maternity/paternity/child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.).

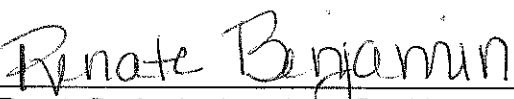
Therefore, in order to permit tax deferral for these additional employee contribution amounts, the employer has adopted the proper payroll resolution on August 10, 1998. Employees wishing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn, must contact Office of Retirement Services at (800)381-5111, to receive the necessary documentation to do so. Employees that wish to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing the necessary paperwork with the business office. The employee shall not have the option of choosing to receive the amounts directly, as funds are paid directly to MPSERS.

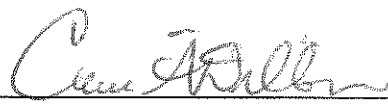
ARTICLE 21: Duration of Agreement

This agreement shall be effective as of July 11, 2016 and shall continue to be in effect until the 30th day of June, 2018.

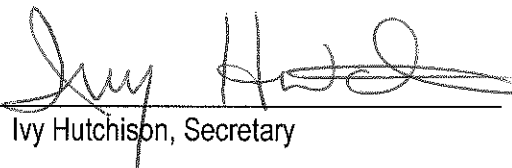
By: 
Tim Heim, MEA SNAP Negotiator

By: 
Scott Merrillat, President


By: 
Renate Benjamin, Association President
Negotiating Committee Member

By: 
Carrie Dillon, Vice President

By: _____
Amy Schmidt
Negotiating Committee Member

By: 
Ivy Hutchison, Secretary

By: _____
Negotiating Committee Member

By: 
Laura Spencer, Treasurer

By: _____
Negotiating Committee Member

Dated this 21st day of September, 2016

Appendix A

Wage Schedule

	<u>STEP</u>	<u>2014-2015</u>	<u>2015/2016</u> <u>2016/2017</u> <u>2017/2018</u>
Paraprofessionals -- Instructional	0	9.34	9.34
	1 - 2	10.00	10.00
	3 - 4	10.67	10.67
	5 - 6	11.34	11.34
	7 - 8	12.01	12.01
	9 - 10	13.43	13.43
 Paraprofessionals -- Independent	0	10.00	10.00
	1 - 2	10.67	10.67
	3 - 4	11.34	11.34
	5 - 6	12.01	12.01
	7 - 8	12.99	12.99
	9 - 10	14.19	14.19
 Secretaries	0	12.01	12.01
	1 - 2	12.44	12.44
	3 - 4	13.62	13.62
	5 - 6	14.35	14.35
	7 - 8	15.67	15.67
	9 - 10	17.35	17.35

Longevity: (Begins with 2008-2009 school year.)

Employees with 11-15 years of service shall receive \$200 (two-hundred dollars) annual longevity payment.

Employees with 16-20 years of service shall receive \$305 (three hundred five dollars) annual longevity payment.

Employees with 21-25 or more years of service shall receive \$410 (four hundred ten dollars) annual longevity payment.

Employees with 25 years or more of service shall receive \$520 (five hundred twenty dollars) annual longevity payment.

Employees will be offered longevity options beginning with the Tuesday after Labor Day of the school year following longevity eligibility, i.e. if the employee is hired in March and has reached 11 years, the employee would qualify for longevity the Tuesday after Labor Day.

Employees receiving longevity payments shall elect one of the following payment options at the beginning of the school year :

1. Two equal lump sum payments at end of first semester and at end of school year
2. One lump sum payment at end of school year

General

All improvements will be retroactive to the first day of work.

Steps will be paid at the beginning of the school year, i.e. if hired in March the employee will be placed on step 0. In September, the employee will move to step 1.

The 2012-2015 Salary Schedule includes a pay freeze on all levels of the schedule.

The 2015-2016, 2016-2017, and 2017-2018 Salary Schedules includes a pay freeze on all levels of the schedule.