

AGREEMENT

between

THE NEGAUNEE PUBLIC SCHOOLS

and the

NEGAUNEE - MICHIGAN EDUCATION
SUPPORT PERSONNEL ASSOCIATION
(MESPA)

2011-2013

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ARTICLE 1 - RECOGNITION

Section 1

The Negaunee Public Schools, hereinafter "Employer" or "District", hereby recognizes the Negaunee-Michigan Education Support Personnel Association (MESPA), an affiliate of the National Education Association, hereinafter the Association/ Union, as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455 (1) et seq. (PERA), for all personnel as outlined in MERC case #R88 A5: all full-time and regularly scheduled part-time food service, secretary/clerical, and paraprofessional aides, certified bus drivers and mechanics but excluding the food service supervisor, secretary to the Superintendent, Administrative Aide for Finance and Administrative Aide for Operations.

Section 2

Unless otherwise indicated, use of the term "employee/bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein there shall be the following categories:

- A. Full time: A bargaining unit member who is employed regularly at least thirty (30) hours per week.
- B. Part-time: A bargaining unit member who is employed regularly less than thirty (30) hours per week.
- C. Probationary: A bargaining unit member who is employed to fill a full or part-time position for a trial period of eighty (80) working days. Probationary employees may be discharged at any time, with or without cause.
- D. School year bargaining unit members/employees: Bargaining unit members employed to work at least those working days which coincide with the school calendar (scheduled work days for bus drivers).
- E. Working days as used in this agreement shall mean Monday through Friday, including paid holidays. Calendar days means all days, Monday through Sunday, including holidays. Unless otherwise indicated, "days" means calendar days.

ARTICLE 2 - ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

Section 1

- A. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall as a condition of employment pay a service fee to the Association in an amount not to exceed the dues uniformly required to be paid by members of the MESPA (including local, state, and national dues) in accordance with applicable law, provided, however, that the bargaining unit member may

authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article (paragraph E below). In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment. The method of determining the amount of the service fee indicated above shall involve relevant labor laws and judicial decisions and be consistent with both.

- B. The Association, in all cases of discharge for violation of the Article, shall notify the employee/bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Employer in the event that he has failed to pay the service fee; then he may request and shall receive a hearing before the Employer Board of Education and the Association limited to the question of whether he has failed to pay the service fee.
- C. In the event of any legal action against the Employer brought in a court or an administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:
 - 1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and
 - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- D. The Association agrees that in any action so defended it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for compensation paid under the Michigan Employment Security Act.
- E. Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments, and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MESPA Constitution and Bylaws. Pursuant to such authorization the Employer shall deduct dues the first paycheck of each month for a ten (10) month payroll period.
- F. To the extent permitted by law:
 - 1. Upon appropriate written authorization from the bargaining unit members the Employer shall make the non-changeable standard deduction per pay period for one complete year per employee. The Employer shall make appropriate remittance for annuities, savings

bonds, charitable donations, or any other plan or program jointly approved by the Association and the Employer.

2. These deductions shall be made every payday, within a thirty day period, once the authorization is delivered to the business office. Upon authorization individuals on twenty-four (24) pay periods will have deductions continue for the summer. However, if they wish to change, notification must be made no later than May 1, except in unusual circumstances, bargaining unit members shall not be permitted to make more than two (2) changes per year total for such deductions.

Section 2 - Period of Enrollment

The Association shall present to the Board authorization for deduction by the second Friday of the school year or within fifteen (15) working days of ratification of this Agreement.

Section 3

The Board shall not be liable for any error or losses in the administering of this Article.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1

The Employer, on its own behalf and on behalf of the electors of the Negaunee School District, retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it, or permitted, by the laws and the Constitution of the State of Michigan and of the United States, including the right:

1. To executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment or dismissal or demotion and to promote and transfer all such employees;
3. To determine work schedules, the hours of employment and the duties, responsibilities and assignment of all employees with respect to other terms and conditions of employment subject to the supervisor's recommendations, except where abridged by this Agreement.

Section 2

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 pertaining to education.

ARTICLE 4 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1

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

- A. Special conferences for important matters will be arranged between the Association President and the designated representative of the Employer upon request of either party. Such meetings will normally be between at least two (2) representatives of each of the parties and will be held at mutually agreeable times and places. Should the Employer require such meetings to be during participating bargaining unit members' normal scheduled hours, such members will be released for the purpose of attending such conferences without loss of pay.
- B. The Association shall be provided with bulletin board space for the purpose of posting Association materials. These bulletin boards will be designated by building principals. The Association shall also have the right to use the school mails to distribute Association material upon the notification of the building principal. No political matter or advertising of any kind will be so posted or distributed.
- C. The Association shall have the right to use school facilities for meetings as long as the intended use does not interfere or conflict unduly with regular school functions, violate school policy or increase personnel costs.
- D. The Association shall have the right to use non-recreational school equipment, including typewriters, mimeograph machines, other duplication equipment, calculating machines, and all types of audio-visual equipment for Association meetings with the building principal's approval and scheduling availability.
- E. The Association shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for proper operation and care of all such equipment, including repair costs.
- F. After notifying the Principal's office, duly authorized representatives of the Association, or representatives of the state and national levels, shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.
- G. The officers of the Association or their designees shall have the opportunity to discuss, upon request, any new or modified fiscal budgetary educational policy.
- H. Each school year the Association shall be credited with a total of six (6) days (non-cumulative) to be used by officers or agents of the Association for Association related business, such use to be with the approval of the superintendent of schools, as provided herein:

1. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave, except in an emergency.
 2. The Board will provide payment of a substitute employee.
 3. Any employee scheduled to work on such leave shall receive full pay for such day and the Association will reimburse the Employer for this expense. This pay is not to include any overtime the employee may have been scheduled to work.
- I. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit may not be substantially altered, or increased, (minor modifications in job description excepted) during the life of this Agreement without the concurrence of the employee and the Association.
 - J. The parties recognize that the supervisors may perform some duties which are similar or identical to bargaining unit employees and such functions shall not be considered a violation of this agreement so long as no full-time bargaining unit positions are displaced.
 - K. The Employer agrees to furnish to the Association President, MEA Uniserv Director or Building Designee, available information concerning the financial resources of the district together with information which may be necessary for the Association to process any grievance or complaint in a manner consistent with Article 10.
 - L. Within ten (10) working days the Employer shall notify the Association of a new said hire in writing which includes rate of pay, step, date of hire, and position.
 - M. The Employer agrees to provide each employee with a copy of the negotiated agreement, within ninety one (91) calendar days following ratification by both parties.

ARTICLE 5 - EMPLOYEES' RIGHTS AND RESPONSIBILITIES

Section 1

- A. Pursuant to the Michigan Employment Relations Act, the Employer agrees that employees shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining, or negotiations. As a duly elected body, exercising governmental power pursuant to the laws of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce employees in the enjoyment of any rights conferred by the Act or other laws of Michigan and the United States of America, and that it will not discriminate against employees with respect to hours, wages or any terms or conditions of employment, by reason of their membership in the Association or participation in any activities of the Association, collective negotiations with the Employer, or institution of any grievance, complaint or proceeding with respect to this Agreement or any terms or conditions of employment.

- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Laws, the Michigan Public Employment Relations Act, the laws of the State of Michigan and the United States, and the Constitution of Michigan and the United States.
- C. The employee shall be entitled to full rights of citizenship and no religious or political activities of any off duty employee or the lack thereof shall be grounds for any discipline or discrimination with the respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Employer unless it affects or impacts upon the Employer, the Employer/ employee relationship or the employee's overall ability to perform his job; e.g., criminal activity, etc. (See Article 9)
- D. Bargaining Unit Member Self-Improvement
 - 1. The Board may provide in-service training to part-time and full-time employees. Employees shall be paid for such time actually spent in sessions conducted by the trainer at in-service training meetings or conferences. Expenses associated with such pre-approved, out-of-district conference attendance may be, but is not limited to, mileage, meals, registrations, lodgings, and wages equal to their regularly-scheduled hours or actual hours spent in training, although no employee shall be compensated for greater than eight (8) hours. All compensation shall be at the employee's regular pay rate. No overtime shall be paid. Whenever possible, employees will make their immediate supervisor aware of their anticipated expenses prior to the training, conference, or in-service.
 - 2. Mandatory classes held after the regular work day will be compensated at the rate of time and one-half (1 1/2) for those who qualify for overtime.
 - 3. When an in-service is scheduled during the workday of the employee, and the employee is not required to attend, the employee may use accumulated excused leave to compensate for any hours lost.
- E. Any case of assault upon an employee that is job related shall be promptly reported to the Employer. The Employer, within the legal limits of its liability insurance, will provide the employee with legal counsel of the Employer's choosing to advise the employee of his rights and obligations with respect to such assaults and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. Further, the District shall be responsible within the limits of its Comprehensive General Liability Endorsement to the employee for any malicious damage to person or property.
- F. It is the responsibility of the administration during employee illness and absence to cover his work assignment.
- G. Employees will not leave their designated work station during working hours without consent of the building principal or regularly appointed supervisor. Failure to obtain consent prior to leaving the work station shall constitute just cause for disciplinary action, except in emergencies. Emergencies are those situations which jeopardize the health and/or safety of the bargaining unit member or the member's immediate family. The Principal's office should be notified prior to

leaving the building. Explanation of the emergency may be given prior or post departure, depending upon circumstances.

- H. In the event of emergency situations, an employee may be expected to remain on duty as long as needed as determined by the Superintendent or appropriate supervisor.

ARTICLE 6 - WORKING CONDITIONS

Section 1 - Work Year, Work Week, Work Day

- A. The normal work year for school-year employees shall be in accordance with the school-calendar plus holidays. The normal work year for ten- (10) month employees shall be in accordance with the school calendar plus paid holidays and may include ten working days before and ten working days after the school year. The periods prior to the start of school and following the end of school may be adjusted by mutual agreement of the building principal and the affected employee. If no employee in that classification is available, the employee who normally does the work will be obligated to work.
- B. The typical work week for all regular employees will be five (5) consecutive days. The typical work week for all regularly scheduled part-time employees will be five (5) consecutive days when classes are in session (excluding bus drivers).
- C. The regular full working day shall consist of at least six (6) hours per day excluding a duty-free, unpaid lunch period of at least thirty (30) minutes duration if requested. Staggered lunch period may be provided in buildings with more than one (1) employee in a classification. This shall not be construed as a guarantee of work time. Employees working more than three (3) hours but less than six (6) hours may have the above lunch period subject to its scheduling by the building principal.
- D. All full-time employees working six (6) hours or more will be entitled to two (2) ten - (10) minute PAID relief times. All employees working at least three (3) hours but less than six (6) hours may take one (1) ten - (10) minute PAID relief time.
- E. Employees working overtime will be entitled to a ten - (10) minute PAID relief time for every three (3) hours worked beginning with the third hour.
- F. OVERTIME: Overtime and/or Special assignment work (requires approval of the immediate supervisor) shall be defined as follows:
 - 1. Overtime** shall be defined as any work hours (excluding hours worked on special assignment except for bus drivers and mechanics):
 - a. Over eight (8) in one work day (excluding bus drivers).
 - b. Over forty (40) in one work week.

- c. If Saturday and Sunday exceed the forty hour week.
2. SPECIAL ASSIGNMENT: Any work activity performed that is not contiguous to the normal work hours, for an event held outside of normal work hours, shall be considered a special activity.
- a. Overtime or special assignment shall be offered on a rotating basis beginning with the most senior bargaining unit member in the building in the classification needed.
 - b. Additional Trips for licensed drivers cover by this agreement:
 - 1. A report of each licensed driver's accumulated hours for additional trips will be posted at least monthly.
 - 2. Additional trips will be scheduled by the licensed driver's seniority initially and then according to the licensed driver that is available with the least amount of accumulated additional hours. A trip offered to a licensed driver and not taken will count as trip hours, except local drop and return trips.
 - 3. Tournament trips will be offered to the licensed driver by seniority by the Transportation Supervisor on a rotating basis. A tournament trip is any non-regular season MHSAA event.
4. Overtime that is unused by a bargaining unit member who has suffered injury on the job will not be charged against him on the overtime chart for one (1) calendar year. Upon his return an effort will be made to adjust this loss by giving him first assignment on the overtime as much as possible. It is the responsibility of the returning employee to notify the Association of his wishes.
5. Because it is recognized that certain positions require knowledge and training not ordinarily required of other positions, it is agreed that a bargaining unit member will normally not be called upon to do the work of a position that he or she is not qualified or trainable to do as determined by his supervisor or building principal.
6. a. Compensation for overtime or special assignment shall be one and one-half (1 1/2) times the employee's normal rate. If the special assignment is for a nonprofit or charitable organization, the time and one-half is waived and reduced to the regular rate.
- b. **Compensatory time off at the rate of time and one-half may be given in lieu of overtime pay if mutually agreeable to the Employer and employee. The application of this clause will be interpreted according to current law.
- G. SUMMER WORK - Summer work, if available in a classification, shall be offered to the most senior employee in that classification in the building. If refused, the process would continue until no one in that building and classification was available. The work would then be offered to the

most senior employee in that classification in any building. If refused, the process would continue until no employee in the classification was available. When this occurs, the work may then be offered to any qualified employee in another classification.

H. Should an employee be absent for more than two (2) consecutive working days due to a planned absence or continued or extended illness, the Employer will provide a substitute until the return of the regular employee where the absence is for a single employee at the work site. The Employer may employ a substitute until the return of the regular employee when multiple employees in that classification are assigned to the identical work site. If the Employer chooses not to provide a substitute employee, the bargaining unit members left on the job will not be expected to do the work of the absent employee as well as his own normal work load. Regular employees shall not be expected to evaluate substitutes but may provide basic information about the job to which the substitute is assigned.

I. EMERGENCY CLOSINGS

1. When an emergency closing is required after an employee has reported for work, the employee will be paid for the hours worked. To compensate for any hours lost, the employee may use accumulated excused leave. Requests for such compensation shall be made by the employee, by indicating on their time card the compensation requested and the date. (Example: Snow day, 1/26, 6 hours (personal, sick or vacation). When possible, requests will be paid in the same pay period that the closing occurred; if not, then during the next immediate pay period. Such use of excused leave, plus actual hours worked, may not exceed the employee's normal work day hours.
2. When school is completely canceled, any employee who has accumulated excused leave, and who desires uninterrupted pay, may use such time as replacement for the hours lost by the same indications as in paragraph #1. Such use of excused leave may not exceed the employee's normal work day hours.
3. If an employee is sick or hospitalized during an emergency closing or snow day, they must notify the business office within ten (10) working days of the closing of their desire to have this time paid from their accumulated sick leave days.
4. Bus drivers must be notified no later than thirty (30) minutes before the start of their shift of an Emergency Closing or the driver will be paid for one hour of show-up time.

Section 2 - Working Conditions

- A. The Board of Education agrees to provide Worker's Compensation protection as required by state law.
- B. In the absence of a building supervisor or designee, employees shall not within reason bear the major responsibility for the routine administration or supervision of the building.
- C. The Employer shall provide designated lounges and restrooms for employee use.

- D. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work area. Appropriate district procedures and policies should be followed with the students who are disruptive or repeatedly violate rules and regulations. Such supportive measures may include, but shall not be limited to the following: employee-teacher conferences, employee-supervisor conferences with the student, parental conferences, counseling services, temporary student transfers or suspension. Copies of Building Administrative Procedures will be provided each building employee.
- E. If within the life of this Agreement the Employer or bargaining agent seeks a change in a "condition of employment" as defined in Article VI, the parties agree to discuss proposed changes. If agreeable, such changes may be implemented. If the representatives of the parties cannot mutually agree and the condition of employment in dispute involves an issue other than working hours, the matter shall be submitted to the full Board through its ad hoc committee for contractual adjustment. Should no mutual decision be reached on the issue by the parties at this level, then the matter shall be submitted directly to binding arbitration (see Article 10, Section 2-D) to determine if the changes sought by the Employer or bargaining agent are justified. Justifiable reasons shall include, but not be limited to, serious financial problems or a reduction of student enrollment.
- F. Employees may use such defense techniques with a student as is necessary to protect himself, a fellow employee, or another student from attack, physical abuse, or injury, or to prevent damage to district property according to Michigan State School Codes and School District policy. Any such incidents shall be reported to the employee's supervisor in writing.
- G. The Employer shall make available without cost to the employee the following:
1. Approved first aid kits and materials in designated areas.
 2. Adequate and approved safety equipment as required by state and federal safety rules and regulations.

H. MISCELLANEOUS WORK CONDITIONS

1. GENERAL

- a. No additional part-time employees will be hired in any classification until extra hours are refused by current employees or unless schedule conflicts make assuming additional hours disruptive. Emergency and temporary situations or lack of qualified available current employees are exceptions to this clause. Entry level pay is acceptable for assignments where the employee has no prior experience.

Due to restrictions placed on the school district in recovering funding for special education services, all personnel involved with the special education program must only be used in that area. Therefore, using special education instructional/non-instructional aides for other duties outside the services provided by special education will be discontinued. Employees hired prior to July 1, 2000, will be grandfathered and exempt from this provision.

- b. The Board will assume the responsibility for bonding employees who handle district monies.
- c. The Board or its designee will provide all employees with a return to work notification which will include schedule, location, start date, and starting and ending time.
- d. The Employer will provide district-paid liability insurance for all employees.
- e. An employee is urged to request information from their immediate supervisor which will assist that employee in his/her understanding of a student to which they provide support services. The employee shall not be held accountable for growth projected in the student's annual goals and objectives unless the employee has been instructed by his/her immediate supervisor to provide the support services outlined in the I.E.P.C.
- f. The Association recognizes that the Employer may be required by law to provide certain "related services", (including but not limited to the following: changing diapers, cleaning intermittent catheterization (CIC) and tracheotomy cleaning) to any student. When related services require expertise, the Employer will endeavor to provide the services via trained personnel. In no case, however, will a bargaining unit member be required to provide related services requiring expertise unless the following conditions are met:
 - 1. The parents or guardians have given prior written approval for the administration of the medication by non-medical personnel.
 - 2. The aforementioned permission is accompanied by written instructions from the attending physician.
 - 3. Necessary equipment and supplies are provided.
 - 4. Prior training is provided with regard to medication protocol, equipment, and procedures. Such training shall be provided at the Employer's expense with compensation to the bargaining unit member for any overtime required to receive training. Bargaining unit members are expected to exercise reasonable care with respect to administering the above "related services", but shall not be individually liable except in the case of gross negligence or gross neglect of duty.

2. AIDES

- a. The decision for aides to work outside in inclement weather shall be made by the building administrator or his/her designee.

- b. If an aide is temporarily employed as a substitute teacher, the aide will receive the rate of pay of the substitute teacher. The aide will have the right of refusal.
- c. All instructional aides who served as of November 18, 1998, or have in the past served prior to this date, as non-instructional aides and have been paid, or were being paid as of November 18, 1998, at the instructional aide rate for all hours worked regardless of whether those hours were as an instructional aide or as a non-instructional aide shall be grandfathered and shall continue to be paid in this same manner.

Any future situations (after November 18, 1998) concerning this issue shall be handled as per the contract between the parties as quoted below:

An instructional aide who serves as a non-instructional aide for a minority of the workday shall be paid according to the pay rate of the classification actually worked.

It is further agreed and understood that a non-instructional aide subbing in an instructional aide position shall be paid at his/her regular rate of pay as a non-instructional aide.

- d. Teacher aides are in a role of assisting the teacher with instruction. The teacher prescribes and directs the activities of the aide in the classroom. It is the aides duty to follow directives from the teacher he/she is assigned to. When differences of opinion or questions regarding educational theory or technique arise, it shall be the responsibility of the aide to discuss those concerns with the teacher. If a satisfactory resolution of the concern does not occur, it shall be the responsibility of the aide to confer with his/her supervisor regarding the concern. The aide will be protected by Michigan statute MCLA 15.362, which provides for protection from discharge, threat, or other forms of discrimination because the employee reports to the employer a suspected violation of law or policy.

3. FOOD SERVICE

- a. The use of major kitchen facilities by any school or non-school group requires the on-duty presence of school personnel.

4. SECRETARIES

- a. Secretaries shall not perform personal secretarial work for self or other employees without the knowledge and approval of their supervisors.
- b. All full-time secretaries will work the minimum of the school year.
- d. The standard work day for secretaries will be determined by the building principal and may vary for the school year and the summer. [Working any dates between the 10 working days at the end of a school year and the ten working days before the](#)

start of the next school year must be previously agreed upon by the employee and their principal

5. Mechanics

- a. only full-time, twelve (12) month employees will be eligible to accrue vacation time. Accrual begins from their date of hire into the position.
- b. Vacations, so far as practical, will be granted at such times during the year as requested by the employee and approved by the District based on the following:
 1. After one (1) year of employment, one (1) week of paid vacation.
 2. After two (2), three (3) or four (4) years, two (2) weeks of paid vacation.
 3. After five (5) through nine (9) years, three (3) weeks of paid vacation.
 4. After ten (10) years, four (4) weeks of paid vacation.
 5. After twenty (20) years, one additional day of paid vacation will be awarded for each year of employment up to a maximum of five (5) additional days.
- c. Accrued vacation must be used within 15 months from the time it is credited. accrued vacation cannot be scheduled within that time period due to work scheduling problems that are verified by the Transportation Supervisor, the employee will be paid for any unused vacation time at the regular rate of pay.
- d. All vacations must be scheduled a minimum of five (5) days in advance with the Transportation Supervisor.

ARTICLE 7 - EVALUATION

Section 1

- A. Each new employee shall have a meeting with the immediate supervisor* within five (5) days after employment for the purpose of discussing the job. That meeting shall include, but is not limited to, a review of specific responsibilities, duties and hours, a review of the supervisor's expectations with regard to duties and overall work habits. A copy of the employee's original job description will be placed in the employee's personnel file with a copy sent to the employee as well as any modifications in the description.
- B. Each employee shall be given a written evaluation of personal performance annually. Annual evaluations shall be made prior to May 15 of each year. If the evaluation is not completed by this date the employee will receive a satisfactory evaluation for the school year. Annual evaluations shall be based on the job description, work attendance, ability to work with others and shall consider the supervisor's last annual evaluation or the beginning of employment. If the evaluation

contains areas of unsatisfactory accomplishment, the evaluation shall then include specific recommendations for the employee in an effort to correct the situation. The employee's immediate supervisor shall complete the evaluation and shall schedule a meeting to discuss it with the employee. The evaluation shall be signed by the employee as evidence of receipt of a copy of the evaluation and discussion of it. The employee's signature shall in no way indicate agreement with the contents. A copy of the evaluation shall be placed in the employee's personnel file. (See Article 8). A grievance on evaluation is limited to a violation of this Article.

*When an employee has more than one supervisor, one shall be designated for the particular employee.

1. Evaluation records shall be kept on forms provided by the personnel office to the immediate supervisor. The Association shall be furnished a copy of the form used for evaluation.
- C. If the supervisor believes that the health condition of an employee is affecting performance or work habits, the supervisor may at any time:
1. Request that the employee submit a statement from a doctor with regard to specific areas of concern. Such statement shall be placed in the employee's personnel file.
 2. Request that the employee submit to an examination by a doctor selected by the Employer at the Employer's expense. A copy of the doctor's report shall be sent to the Employer and may be placed in the employee's personnel file.
- D. No adverse material including, but not limited to: student, parental, or school personnel complaints, originating after initial employment, will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any such material, and the same shall be attached to the file copy of the material in question.

ARTICLE 8 - PERSONNEL FILES

Section 1

- A. A personnel file shall be kept on each employee and shall be maintained in the Board of Education office. Such files shall be considered confidential in accordance with the Freedom of Information Act. Employees shall receive a copy of such documents.
- B. Any written information such as, but not limited to, evaluations, reprimands, warnings, suspensions which may be of a nature as to be detrimental to the continuing employment of the employee shall be placed in the file. Employees shall receive a copy of such documents.
- C. The employee shall have the right to submit written responses to any material in the file and have it attached to the relevant documents.

- D. Any employee has the right to review the contents of his own personnel file. The employee may be accompanied by a representative of the Association at such review. Reviews shall be conducted, at a time and place designated by the Employer upon request from the employee. A representative of the Employer must be present at such review. The employee may not remove any material from the file but may copy any relevant data.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

Section 1

The Employer retains the right to discipline and/or discharge an employee for violations, including but not limited to the following;

1. The use and or possession of alcoholic beverages and/or controlled substances (without proper medical authorization) on the job or on District property.
2. Where an employee has been charged with a felony or moral turpitude; subject to review of the circumstances, he may be temporarily suspended with or without pay. This item is subject to grievance procedure.
3. Where an employee has been found guilty by a court or competent jurisdiction of a felony or moral turpitude.
4. Willful violation of published and distributed Board of Education policies, rules, and regulations.
5. Use of profanity or obscene language or distribution of pornographic or obscene material on school property. (Materials found in the line of work should be enveloped and forwarded to the immediate supervisor.)
6. Verbal abuse, physical violence, or threats of physical violence against any administrative or supervisory employee, fellow staff member, parent, student, or member of the general public, except in cases of self-defense.
7. Falsification of personnel records, including application for employment.
8. Possession of any weapons or explosives on school property unrelated to employment.
9. Unsatisfactory work performance or work habit or detrimental health condition. (Refer to Article 7)
10. Insubordination toward supervisory or administrative personnel.
11. Inappropriate attire of a bus driver which may lend itself to unsafe handling of a bus or lead to distractions of the passengers creating unsafe conditions.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1 - GRIEVANCE DEFINITION

A claim by a bargaining unit member or group of bargaining unit members or the Association/Union that there has been a violation, misinterpretation, or misapplication of specific provision(s) of this Agreement or any established practice, rule, order, policy, or regulation affecting bargaining unit members' working conditions at the time of contract ratification may be processed as grievance as hereinafter provided.

Section 2 - HEARING LEVELS

A. **INFORMAL LEVEL** - When a cause for complaint occurs, the affected bargaining unit member(s) shall request a meeting with his immediate supervisor within fourteen (14) days of the incident in an effort to resolve the complaint. The Union may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he may formalize the complaint in writing as provided hereunder. (See Appendix B for form.)

B. **FORMAL LEVEL 1.A** - If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within fourteen (14) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall within fourteen (14) days of the receipt of the grievance render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.

FORMAL LEVEL 1.B - When the supervisor(s) is/are not the Superintendent, the process described in 1A is expanded to include the next supervisory level if the grievant is not satisfied at 1A level, prior to proceeding to Level 2.

C. **FORMAL LEVEL 2** - If the complaint is not resolved by the decision of the grievance at Level 1 or if no disposition has been made within fourteen (14) days of receipt of the grievance, the grievance shall be transmitted to the governing body of the Employer or its designee. Within fourteen (14) days after the grievance has been so submitted, the governing body or its designee shall meet with the Union on the grievance. The Employer's governing body or its designee within fourteen (14) days after the conclusion shall render a written decision thereon with copies to the Union and the grievant(s). Prior to this decision the Union will inform the grieving official of its support or non support of the grievance for Level 3.

D. **FORMAL LEVEL 3** - If the complaint is not resolved by the decision of the grievance at Level 2 or if no disposition has been made within the period above provided, the Union within fourteen (14) days of the receipt of the decision at Level 2 may submit the grievance to arbitration before an impartial arbitrator. Mutual site selection shall be considered. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or

to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and Employer.

Section 3 - EXPEDITED GRIEVANCE PROCEDURE (OPTIONAL)

The Union at its option may process a grievance via the expedited grievance procedure outlined as follows:

- A. 1. When there is a single supervisor for all employees in that classification, the process shall begin with the said Supervisor, or the superintendent (if the issue involved is solely in the jurisdiction of the chief administrator), within fourteen (14) days of the incident.
2. If the grievance is not resolved, the grievance shall be submitted in writing to the Superintendent or his designee. Within fourteen (14) days after submission, the Superintendent or his designee shall schedule a meeting with the Union in an effort to resolve the dispute.
3. If the dispute is still not resolved to the Union's satisfaction within fourteen (14) days of the initial hearing between the Employer's governing body or its designee and the Union as above described, the Union may appeal the grievance to the American Arbitration Association as outlined in Formal Level 3.

SECTION 4 - MISCELLANEOUS CONDITIONS

- A. The term "days" when used in this Article shall mean calendar days. Time limits may be extended by mutual, written agreement.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- C. Within the limits of the Freedom of Information Act and the Family Privacy Act, for the purpose of assisting a bargaining unit member or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Employer will provide the Union representative with all information which pertains to the affected bargaining unit member or any issue in the proceedings in question.
- D. A bargaining unit member who must be involved in the grievance procedure during his/her work day shall be excused with pay for that purpose. Every effort will be made to avoid severe dislocation of service.

ARTICLE 11 - SENIORITY

Section 1

- A. Seniority shall be measured as the length of continuous and regular employment within a classification in the district after satisfactory completion of the probationary period beginning with the initial date of hire. Part-time employees shall accrue seniority on a prorated basis (a year's credit based on 1020 hours, including paid holidays) beginning with the 1988-89 school year. Such seniority shall reflect all full days or pro-rata portion thereof worked in that classification. Seniority placement shall be determined by years of hire prior to 1988-89 plus actual years of service beginning with the 1988-89 school year. If the formula results in a tie, the earlier of the dates of hire shall prevail. When two or more unit employees are equal, a drawing among the affected employees shall determine the seniority position.
- B
1. For purposes of this Agreement all bargaining unit members shall be placed and accrue seniority in one or more of the classifications listed in Article 20 based on their current assignment.
 2. Bargaining unit members temporarily assigned or temporarily transferring to another classification will continue to accrue seniority in their original classification.
 3. Bargaining unit members permanently assigned or transferred to another classification will commence earning seniority in the new classification upon commencing work in such new classification. They will also retain seniority in their former classification which was accrued prior to such permanent assignment or transfer.
 4. Bargaining unit members permanently assigned to more than one classification at the same time will accrue seniority in their primary classification on a part-time pro-rata basis as applicable. They will also accrue seniority on a pro-rata basis in their secondary classification.

Section 2

Bargaining unit members hired into bargaining unit positions shall be considered as probationary employees until they have actually worked eighty (80) days in that classification. When bargaining unit members finish their probationary period, they will be entered on the seniority list in their classification and shall rank for seniority from the initial day of their employment in that classification. There shall be no seniority for probationary employees.

Section 3

Employees will continue to accrue seniority during unpaid leaves of absence or layoff of ten days or less but for leaves or periods of layoff in excess of ten (10) days will have their seniority frozen during such absence commencing at the end of the 10th day and will accrue no additional seniority during the remainder of such absence.

Section 4

If a bargaining unit member transfers to a position under the Employer not included in the bargaining unit and thereafter transfers back to a position within the bargaining unit, they shall have accumulated seniority for the first thirty (30) days worked in the position to which they transferred but shall thereafter have their seniority as of that date frozen and shall accrue no additional seniority during the duration of their work in the position outside of the bargaining unit.

Section 5

- A. The Employer shall prepare and maintain the seniority list which will show the bargaining unit member's name, job classification, date of hire, years of service beginning in 1988-89, and seniority position in the district. Such lists shall be revised by September 30th to include work through June 30th of each year. Copies will be provided to the Association and posted on each building office bulletin board.
- B. Within twenty eight (28) calendar days of making such list or any revisions available to the Association and bargaining unit members, each bargaining unit member shall either sign the seniority list next to their name in the place provided or shall file a written, signed objection to the revision with the employer. The Association may also object to such revisions in writing within such fourteen (14) calendar day period. If no written objections have been made within such period or if written objection has been made, upon final resolution of the validity of such list, the employer may conclusively rely upon the accuracy of such list for all purposes of this agreement and for purposes of future revisions of such list.

Section 6

Bargaining unit members shall lose their seniority and their employment may be terminated in any of the following events:

- A. If they retire or transfer to another position within the district not covered by this agreement.
- B. If they quit.
- C. If they are discharged and the discharge is not reversed through the procedure set forth in this agreement. (See Article 9.)
- D. If they are absent for three (3) consecutive days without notifying the employer, in the absence of an emergency medical situation.
- E. If they are laid off for more than twenty-four (24) consecutive months.
- F. If they do not return to work as set forth in Article 13.
- G. If they do not return as scheduled from vacation, sick leave or other leave of absence, or at the end of any period for which workers wage compensation is payable, or
- H. If they are off for more than twelve (12) consecutive months due to illness, injury or disability (paid or unpaid and including workers compensation) after they have been medically certified to return to work.

Section 7

The seniority rules set forth in this agreement and all related provisions shall be deemed waived as necessary to permit the employer to offer suitable employment for bargaining unit members who have been partially disabled in the service of the employer.

**ARTICLE 12 - VACANCIES, NEW POSITIONS, TEMPORARY ASSIGNMENT,
TRANSFERS**

Section 1

- A. 1. A vacancy shall be defined as an opening in any Classification listed in Article 20 as the result of the transfer, resignation, discharge, or retirement of an employee. An employee shall have the opportunity to apply regardless of current Classification.
- 2. A vacancy shall not be considered to exist if there is any employee who has seniority in that Classification who is on layoff and subject to recall procedure in Article 13.
- B. 1. Within seven (7) calendar days following Board authorization, the District shall post in each building a Notice of a Vacancy which will include the following information:
 - 1. Department
 - 2. Classification
 - 3. Rate of pay as per Contract
 - 4. Minimum qualifications and requirements
 - 5. Job description
 - 6. Location of where the work will be performed
 - 7. Number of hours to be worked
 - 8. Starting date
- 2. The Notice of Vacancy will be posted for a minimum of fourteen (14) calendar days. Any Bargaining Unit member may apply, whether they are already working in the department of the vacancy or not.
- C. 1. Vacancies will be filled on the basis of seniority, qualifications, skills, and abilities necessary for the position. The probation period shall be the first ten (10) working days.
- 2. The applicant within the Department of the vacancy with the greatest bargaining unit

seniority will be awarded the position unless the District can establish that a less senior applicant in the Department has greater qualifications, skills or abilities necessary for the position.

3. If no bargaining unit members currently working in the Department of the vacancy have applied or if the District can establish that those have applied do not meet the qualifications listed on the Posting, bargaining unit members not working within the Department may be considered.
 4. Applicants from outside the bargaining unit may be solicited during the Posting Period, however, bargaining unit members shall be considered first.
- D. An employee awarded a position in an equal or lower paid Classification will continue with the same step held prior to the Posting. An employee awarded a position in a higher paid Classification will move to the lowest step for such higher Classification which provides a higher pay rate than their rate prior to such award. They will then progress through steps as otherwise provided for step advancement.
- E. Within ten (10) calendar days of the end of the Posting Period, the District shall notify the Association of the Status of the Posting. Once the Posting has been filled, the District shall notify all bargaining unit applicants in a timely manner.

Section 2 - NEW POSITIONS

- A. The Board shall retain the right to establish, evaluate, change, or abolish positions provided that such action shall not be directed toward reducing the compensation of a position where no substantial change in duties, hours, and/or responsibilities has occurred. When a new or revised job position involves duties which do not properly fall into an existing classification, the Board has the right to develop and establish new or revised job specifications and bargain any changes in classifications and rates of pay with the Association and only then to place them into effect.
- B. The Board shall post all new positions in accordance with Article 12, Sections 1B and 1C.
- C. No employee shall receive less hourly pay than that received in the previous year due to change in job titles and duties as outlined in Section 2, A above.
- D. The Board will create no new positions less than one (1) hour daily.

Section 3 - TEMPORARY ASSIGNMENT

- A. Employees may be required to fill temporary assignments created by the absence of another employee. Employees who are required to fill temporary assignments not to exceed one (1) semester shall be selected by the immediate supervisor on the basis of qualifications, competency and Classification seniority.

- B. The immediate supervisor shall see that the employee filling such temporary assignment shall receive proper training in the temporary assignment.
- C. Employees in temporary assignments shall earn no less than their normal rate of compensation in their prior Classification and shall continue to accrue seniority in their prior Classification (or in their new Classification if mutually agreed by the Association and District). Time cards will indicate classification.
- D. An employee hired for a position, funded in whole or part from COOP IV or MAISD Special Education financing, shall be considered on temporary assignment for a period not to exceed one year.
- E. Any current employee, whose hours are extended by a COOP IV or MAISD Special Education position, shall be subject to the terms and conditions of the MESPA Master Agreement.
- F.
 1. Temporary assignments created by a scheduled or unscheduled absence of a regularly scheduled bus driver shall be offered to drivers who have available time on their schedule by seniority before assigning substitute drivers to those routes. Regularly scheduled bus drivers will not be required to change from their regular bus route to accommodate a substitute driver.
 2. Temporary assignments created by a driver accepting a Special Assignment (athletic, field trip, etc) shall be offered to regularly scheduled bus drivers who have available time on their schedule by seniority before assigning substitute drivers to those routes. Drivers will not be offered such temporary assignments after three consecutive refusals and must make a written request to the transportation supervisor to be considered again during the remainder of the school year. Regularly scheduled bus drivers will not be required to change from their regular bus route to accommodate a substitute driver.

Section 4 -TRANSFERS

- A. Employees may be required to transfer from one building or from one classification assignment to another depending on needs of the district or to maintain the most senior employees with current hours of full time employment. No loss of seniority shall accrue from such transfers.
- B. Voluntary transfers will initially be sought.
- C. If the transfer is involuntary, where qualifications permit, the least senior employee will be transferred.

ARTICLE 13 - LAYOFF AND RECALL

Section 1

- A. A layoff shall be defined as the reduction, for whatever reason, of the number of employees required to perform the functions of the district.

The Board retains the sole authority to determine the type and number of positions of the work force. However, if finances or reorganization are the primary causes of the reduction, there shall be an effort for equality of sacrifice among all employee groups of the district.

- B. In the event of a layoff, the employee with the least seniority in each classification shall be laid off first.

- C. Employees shall be given at least seven (7) calendar days notice of their pending layoff unless the employee being laid-off is working as a one on one instructional aide with a student who is no longer attending school in the district.

- D. The following bumping procedure shall apply:

1. The Board will notify the bargaining unit member in the position to be eliminated of the pending layoff.

2. The bargaining unit member laid off shall have the right to bump into a position held by a bargaining unit member with lesser seniority for which they are qualified in their classification.

3. Any other bargaining unit member displaced by the bumping procedure shall have the right to bump into a position in the same or lower classification within their department for which they are qualified until a vacant position exists or the last person bumped would be laid off. Any bargaining unit member displaced by the bumping procedure shall also have the right to bump into another classification in another department in which they have previously accrued seniority.

4. If a vacant position exists, then the position shall be posted according to this Agreement.

- E. The Employer shall not hire any new employee until an offer to recall laid off employees who have seniority in that classification has been made. Employees in other classifications will have the opportunity to apply and be considered on the basis of qualifications and seniority.

- F. Recall shall be in inverse order by classification and seniority. Notices of recall shall be sent by certified delivery mail to the last known address shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to report to work.

- G. Recall rights will be terminated after a twenty four (24) month layoff period has passed.

- H. Under this Article award of position in classification may be grieved beginning at Level II, but award of position out of classification may be subject only to a special hearing by a Board of Education Committee if the complaint is Association supported.
- I. Upon request of a reduced time bargaining unit member, a special conference will be held to discuss the feasibility of maintaining such bargaining unit member's previous regular work hours by displacement or alterations of another bargaining unit member in the same classification with less seniority.

ARTICLE 14 - EXCUSED LEAVE

Section 1

- A. Excused Leave as described in this Article shall be a paid leave.
- B. 1. All employees covered by this agreement shall accumulate .058 hours of Excused Leave for each hour of approved work or Excused Leave time (not to exceed 90 hours per year, except full-time, twelve (12) month employees may accumulate 96 hours per year). Excused Leave must be earned before it can be used. Hours billed for Excused Leave shall be equal to an employees normal work day. No additional credit will be added for overtime hours. The employee absent without approval shall lose the hours credit for the pay period where the unexcused absence occurs.

- 2. Chart showing approximate credit hours for a 189 day calendar:

Equivalent in Days			
Hours/Day	Days/Year	Hours/Year	(189 Day Year)
1	189	10.962	10.962
2	189	21.924	10.962
3	189	32.886	10.962
4	189	43.848	10.962
5	189	54.81	10.962
6	189	65.772	10.962
7	189	76.734	10.962
8	189	87.696	10.962

- 3. Any employee who shall terminate his employment prior to the end of his normal work year shall have his Excused Leave computed on a pro-rata basis. The monetary amount of excessive Excused Leave used shall be deducted from his final paycheck.

- C. Excused Leave may be used by the employee for the following reasons:
 - 1. Personal illness or disability including maternity.
 - 2. Up to five (5) days per school year with full pay charged to the employee's Excused Leave will be granted by the superintendent for leave due to Serious Health Condition (as defined by the Family and Medical Leave Act) in the immediate family. Immediate family means

spouse, children, mother, father, or a member of the household for which the employee bears the direct and continuing responsibility (providing there is no one else available to take charge). Up to seven (7) additional days of Excused Leave may be used with the approval of the Board of Education.

3. a. All employees covered by this agreement will start the year with a Personal Business Leave bank equal to a sum of hours determined by multiplying their current average daily work hours times five (the number of days they are entitled to receive annually). Personal Business Leave hours taken during the year will be shown as "used" on the pay stub and deducted from the previous balance of Personal Business Leave hours. A similar deduction will also be made from the employees Excused Leave hours since Personal Business Leave hours are part of the employees Excused Leave hours. Hours billed for Excused Leave shall be equal to the employee's normal work day. No additional credit will be added for overtime hours.
 - b. If employees do not use all of the Personal Business Leave time to which they are entitled in any school year, they may carry over the equivalent of one Personal Business Leave day into the following year, cumulative to the equivalent of six days.
 - c. Except in the case of emergency (an unplanned situation involving danger or hazard to persons or property, or a legal situation requiring the presence of the employee), employees shall give their supervisor three (3) working days notice of their intent to use Personal Business Leave and shall state the reason for the use. The supervisor shall determine if the reason falls within the provisions of Section C of this Article.
 - e. Eligible employees may only use their accumulated Excused Leave during a regularly scheduled workday. Excused Leave cannot be used during a scheduled break day or during school vacations.
- G. Unused Excused Leave (including Personal Business Leave) may be accumulated to a maximum of seven hundred fifty (750) hours (full-time, twelve (12) month employees may accumulate up to seven hundred-fifty (750) hours. Up to eight hundred-fifty (850) hours may be accumulated for sick leave purposes only).
- H. Any employee who is summoned for jury duty, and as a result, is unable to work all or part of their normal work day shall suffer no loss of pay. The employee shall forward to the Board any compensation received from the court, excluding reimbursement for travel or other related expense. Such leave for jury duty shall not be deducted from Excused Leave.
- I. 1. Up to five (5) consecutive days of Funeral Leave may be taken in case of death in the employee's immediate family. Such leave is not charged to sick leave, provided the employee actually attends the funeral. Up to two (2) additional days of funeral leave may be granted by the employee's immediate supervisor in cases of extenuating circumstances,

such as exhausted sick leave. Such additional days must either be deducted from the employee's accumulated Excused Leave Time or be considered Unpaid Leave.

2. Immediate family shall mean spouse, children, step-children, parents, parents-in-law, step-parents, brother, sister, grandparents, aunt, uncle, grandchild, step-grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
3. One (1) day, per work year, of Funeral Leave may be granted by the employee's immediate supervisor to attend the funeral of a close friend or a member of a family with which they have a close relationship. Such leave will be deducted from the employee's accumulated Excused Leave Time.

ARTICLE 15 - UNPAID LEAVE

Section 1

- A.
 1. The Board may grant an employee an unpaid leave for illness including maternity. The employee shall request the leave in writing as soon as possible.
 2. The beginning date for such leave shall be at such time as the employee's doctor certifies the employee can no longer perform the duties regularly assigned. The leave shall end at such time as the employee's doctor certifies the employee can assume the duties to which the employee is regularly assigned.
- B.
 1. The Board may grant an employee an unpaid leave for any reason. The employee shall make the request in writing at least thirty (30) days prior to the requested start of the leave.
 2. The actual starting and ending dates of the leave shall be by mutual agreement. In no case shall the leave exceed one (1) year.
 3. After the seventh Board approved unpaid leave day, the employee will accumulate no additional seniority or excused leave until returning to work.
 4. After the seventh Board approved unpaid leave day, the employee will pay all insurance protection benefits on a cost per day basis until returning to work.
- C. A short-term unpaid leave of seven days or less per year may be granted with the approval of the immediate supervisor. The requested leave will require five days prior notification (this will be waived in an emergency). No deduction from seniority, sick leave, or insurance protection shall be made for approved short term leave.

ARTICLE 16 - HOLIDAYS

Section 1

- A. 1. Any employee who is designated as a full-time, six (6) hour work day employee shall receive pay for a normal work day even though no work is performed for the following:
- New Year's Day, Good Friday, Memorial Day, Fourth of July*, Labor Day, Thanksgiving Day and the day following, Christmas Day and the day preceding, and the day before New Year's Day.
- * Applies to full-time, twelve (12) month employees.
2. Regularly scheduled part-time personnel shall be paid according to average hours worked per day in the employees normally assigned duties as shown on the time card for the prior pay period. Labor Day pay shall be based on current year's work assignment.
- B. Should an employee be requested to work on a listed holiday, the employee shall receive another day as a holiday, subject to supervisory approval.

ARTICLE 17 - RETIREMENT AND SEVERANCE PAY

Section 1

- A. It is understood that all employees shall be included in the definition of "public school employees" as provided by Act 136 of the Public Acts of 1945, as amended, and thereby qualified to participate in the Public School Employees Retirement System. It is agreed that the benefits an employee can receive and all other conditions are governed solely by the laws of the State of Michigan.
- B. The Board shall be responsible for the Basic Retirement contributions in accordance with the rates established by law.
- C. It is agreed that a unit employee shall receive payment for up to five hundred (500) hours of unused accumulated Excused Leave upon termination of employment provided the employee qualifies for retirement under the Michigan Public School Employees Retirement System, according to the following schedule:
1. After five (5) years of continuous employment - twenty percent (20%) of the unused hours at current hourly rate of pay.
 2. After ten (10) years of continuous employment - forty percent (40%) of the unused hours at current hourly rate of pay.
 3. After fifteen (15) years of continuous employment sixty percent (60%) of the unused hours at current hourly rate of pay.
 4. After twenty (20) years of continuous employment - eighty percent (80%) of the unused hours at current hourly rate of pay.

- D. In case of death of the employee, the payment shall be made to the survivor/beneficiary named by the employee.

ARTICLE 18 - INSURANCE PROTECTION

Section 1

- A. All regular full-time employees are eligible for Employer-paid insurance comparable to the following benefits. . (Bus drivers hired before January 1, 2011, working five (5) hours or more per day, are considered to be full-time employees to determine eligibility for health insurance). The employer will pay 80% of the premium and the employee 20%, except for the mechanic where the employer will pay 90%and employee 10%.
1. Group 1 Health Plan (Secretaries, clerks, aides & food service personnel)
MESSA Choices II \$5/\$10/\$20 co pay, \$10/20 Prescription & \$200/400 Deductible rider.
Co-Pay, Preventive care rider (\$300), Hearing aid rider, Short Term Disability,
\$20,000 Life & AD&D, Ultra Vision II, and Ultra Dental 75-60-75 as per the contract language.
 2. Group 2 Health Plan (Bus drivers & mechanics)
MESSA Choices II, \$5/\$10/\$@0 co-pay, \$10/20 Prescription & \$200/400 Deductible Rider Co-Pay, Preventive care rider (\$300), Hearing aid rider, Short Term Disability,
\$20,000 Life & AD&D, Ultra Vision II, and Ultra Dental 75-60-75 as per the contract language.
- B.
1. The Employer will pay 80% of the necessary premium for Group 1 eligible employees at the single-subscriber rate and reimburse the \$200 deductible for the employee. To the extent permitted by the insurance carrier, however, employees (including employees working less than full-time) will pay 20% of the premium and may purchase additional coverage at their own expense.
 2. The Employer will pay the necessary premium for eligible bus drivers and mechanics hired prior to January, 1, 2011, at the single, two person or full family rate, (whichever may apply) and reimburse the deductible. To the extent permitted by the insurance carrier, however, employees (including employees working less than full-time) may purchase additional coverage at their own expense.
- C.
1. The Employer will continue payment of 80% the single-subscriber vision/dental coverage premium and the employee 20% of Group 1 employees.
 2. The Employer will continue payment of 80% of the single, two person, or full family, (whichever may apply), vision/dental coverage premium the eligible bus drivers and 90% for the mechanics hired prior to January 1, 2011.

3. Payroll deduction is available to employees for payment of insurance premiums and the premium cost for 12 months will be pro-rated during the pay periods worked by the employee (i.e. school year employees, all cost of insurance will be paid by the employee during the school year).
-
- D. Pursuant to the Employer's IRS Qualified Section 125 Plan, any employee entitled to insurance benefits as provided in Section 1A. of this Article who has other health insurance coverage may elect to waive health insurance coverage and, in lieu of such coverage, receive a cash benefit of \$1,400, will be deposited monthly into an account of the employee's choice for the school year, 2011-12 and 2012-13 and the following disability and life insurance benefits:
 1. Short-Term Disability insurance.
 2. \$25,000 Life Insurance.
 3. Dependent life of \$2,000 for spouse and each dependent child.
 - E. Laid off bargaining unit members may continue their health, dental and life insurance benefits according to carrier specifications by paying the regular monthly per subscriber group rate premium for such benefits to the Employer.
 - F. For approved unpaid leaves (after exhaustion of accumulated approved leave days) lasting longer than seven (7) days, the employer will pay the insurance premium for the first seven days. The employee must then pay the premiums beginning with the eighth day if coverage is to continue during the remainder of the leave.
 - J. The obligation for the District to pay insurance premiums will be terminated when the employee retires, quits, is discharged, laid off or for any other reason terminates active employment as a member of this bargaining unit.
 - K. The Board by payment of the portion of the premium, for insurance coverage as herein specified, shall be relieved of any further obligation or liability with respect to such benefits or coverage. The sole obligation of the Employer hereunder shall be payment of their agreed to portion of premiums. If any dispute should arise concerning whether the Employer is obligated to pay premiums for any bargaining unit member, the bargaining unit member must arrange for continuance of insurance coverage, if they so desire, through the Employer group policy, if available.
 - L. Bargaining unit members, to be eligible for benefits, must make proper application with the Employer, and must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting their family, coverage desired, beneficiaries or other information affecting their insurance status. The employee who fails to report the above changes within fourteen (14) calendar days will be charged the costs this change would have saved the employer. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier following notification of such change by the Employer (or the bargaining unit member's eligibility date, if later). Any bargaining unit member whose benefits

have been terminated must make proper application for resumption of benefits before benefits will again be provided.

- M. At any time the Board has the right to research and seek bids for comparable coverage, with no change in the deductible, and convert to a new carrier as long as coverage is continuous. The insurance package as outlined in Section 1A. (Using the mutually agreed to specifications in Appendix A) will be bid each August. If the bid, at the request of the union, is awarded to a carrier who was not the low bidder, the employees agree to pay the amount of premiums which exceeds the low bid premium.

ARTICLE 19 - ANNEXATION, CONSOLIDATION OR REORGANIZATION

The Board shall make every effort possible prior to the implementation of any district reorganization to maintain the accrued contractual rights of all bargaining unit members and recognize the Association and the existing contract until a new contract is ratified.

ARTICLE 20 - DEPARTMENTS, CLASSIFICATIONS AND COMPENSATION

A.1. COMPENSATION – 2008-2009

YEAR:	1	2	3	4	5	11	16	20
SECRETARIAL/CLERICAL DEPARTMENT								
<u>Classification</u>								
<i>Secretary</i>	10.68	12.20	13.51	13.92	14.33	15.04	15.74	16.42
<i>Clerk</i>	9.76	11.30	12.62	13.02	13.45	14.13	14.84	15.53
INSTRUCTIONAL/NON-INSTRUCTIONAL AIDES DEPARTMENT								
<i>Instructional</i>	9.76	11.19	12.43	12.81	13.19	13.86	14.50	15.16
<i>Non-Instructional</i>	8.72	10.14	11.39	11.79	12.19	12.81	13.47	14.15
FOOD SERVICE DEPARTMENT								
<i>Food Preparation</i>	9.57	11.00	12.24	12.63	13.03	13.66	14.31	14.99
<i>Kitchen Worker</i>	8.92	10.36	11.59	11.97	12.37	13.03	13.66	14.31

A.2. COMPENSATION – 2009-2010

YEAR:	1	2	3	4	5	11	16	20
SECRETARIAL/CLERICAL DEPARTMENT								
<u>Classification</u>								
<i>Secretary</i>	10.97	12.53	13.88	14.31	14.73	15.46	16.17	16.87
<i>Clerk</i>	10.03	11.61	12.96	13.38	13.82	14.52	15.25	15.95
INSTRUCTIONAL/NON-INSTRUCTIONAL AIDES DEPARTMENT								
<i>Instructional</i>	10.03	11.50	12.77	13.17	13.56	14.24	14.90	15.57
<i>Non-Instructional</i>	8.96	10.42	11.71	12.11	12.52	13.17	13.84	14.54
FOOD SERVICE DEPARTMENT								
<i>Food Preparation</i>	9.83	11.31	12.57	12.98	13.39	14.03	14.71	15.40
<i>Kitchen Worker</i>	9.16	10.64	11.91	12.30	12.71	13.39	14.03	14.71

A.3. COMPENSATION – 2010-2011

YEAR:	1	2	3	4	5	11	16	20
SECRETARIAL/CLERICAL DEPARTMENT								
<u>Classification</u>								
<i>Secretary</i>	11.30	12.91	14.30	14.73	15.17	15.92	16.66	17.38
<i>Clerk</i>	10.33	11.96	13.35	13.78	14.23	14.95	15.70	16.43

**INSTRUCTIONAL/NON-INSTRUCTIONAL
AIDES DEPARTMENT**

<i>Instructional</i>	10.33	11.84	13.16	13.56	13.96	14.67	15.34	16.04
<i>Non-Instructional</i>	9.23	10.73	12.06	12.47	12.90	13.56	14.26	14.97

FOOD SERVICE DEPARTMENT

<i>Food Preparation</i>	10.12	11.65	12.95	13.36	13.79	14.45	15.15	15.87
<i>Kitchen Worker</i>	9.44	10.96	12.27	12.67	13.09	13.79	14.45	15.15

TRANSPORTATION DEPARTMENT

Classification:

YEAR	0	*	1	2	3	11	16	21	26	
<i>Bus Driver</i>	13.94	14.08	14.73	15.40	16.04	16.14	16.24	16.34	16.44	
		* Following Probation Period								
<i>Assistant Mechanic</i>	17.31					17.41	17.51	17.61	17.71	
<i>Chief Mechanic</i>	18.59					18.69	18.79	18.89	18.99	

(1) Meal allowance: will be paid on a monthly basis at the following rates, when recorded on the employees trip ticket or upon submission of receipts:

Breakfast	\$5.00/meal, maximum
Lunch	\$7.00/meal, maximum
Dinner	\$10.00/meal, maximum

(2) Employees will be compensated (at the appropriate rate) for layover time between regular route completion and special runs assignments, or visa-versa, for any layover of thirty (30) minutes or less.

- (a) Each "Year" as used in this Article means an "Experience Year Credit" and is based on 1020 hours as defined by MPSEERS. Employees advance to the next step on the wage schedule commencing July 1 of the year following completion of the required hours. Employees may not receive more than one Year credit for any one school year (July 1/June 30).
- (b) Employees accruing 1020 or more hours during any one school year will advance one Year, and will commence accruing hours for the following Year, on July 1 of that following school year.
- (c) Employees accruing fewer than 1020 hours during any one school year will continue to accrue hours from school year to school year, as necessary, until the employee has completed the required hours for advancement of one Year. After completion of the required 1020 hours, the employee will advance one Year the following July 1. Rather than waiting until July 1 to accrue additional hours, however, they will commence accruing hours for the following Year upon completion of such 1020 hours.
- (d) No employee may accrue more than 1020 hours during any one school year.

- B. PAY METHOD- Pay shall be paid on a biweekly basis as earned.
- C. An Instructional Aide who has successfully completed the Instructional Support Professional (Paraprofessional) Certification requirements and/or the Elementary and Secondary Education Act requirements for paraprofessionals will be paid an hourly premium of \$.25 per hour, in addition to their normal Instructional Aide rate, for all hours paid as an Instructional Aide. This section applies to all Instructional Aides employed as of September 1, 2005.
- D. All instructional and non-instructional aides working in multiple classifications will continue to receive annual step increases in all classifications as determined by their total hours (combined total of 1,020 hours) worked for the previous school year.
- E. EXPERIENCE/EDUCATION CREDIT- The Board may grant outside-the-district experience credit in the salary schedule for the following credentials:
 - 1. A year's credit for comparable work in another work site to a maximum of two (2) years.
 - 2. A year's credit for each year of college to a maximum of two (2) years.

ARTICLE 21 - NEGOTIATION PROCEDURES

- A. It is contemplated that mandatory bargaining matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request of either party to the other. The parties undertake to cooperate in arranging meeting, selecting representatives for such discussions, furnishing necessary information on and otherwise constructively considering and resolving such matters.
- B. In the event that negotiations are opened by either party as provided in this Agreement, the parties will negotiate promptly for the purpose of reaching an agreement. No later than June 1 of the expiring school year the Association shall request that negotiations for all non-monetary items will commence.
- C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties to the Agreement may be reached without ratification, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

ARTICLE 22 - PROFESSIONAL DEVELOPMENT

Section 1

- A. Modern educational programs require employees that are aware of new techniques and discoveries. Therefore, voluntary programs for professional development shall be encouraged as a joint effort by the Association and the Board of Education. The above parties shall make cooperative effort to promote employee growth via such activities as workshops, school visitations, conferences, and in-service programs.
- B.
1. Participation in staff development activities shall be encouraged by both parties but may not be a condition of employment unless held during the standard work day or proper notice given. (See item F).
 2. When professional development activities for teaching staff prevent employees from performing their regular assigned duties, members shall have the option to work, if requested by the supervisor. The employee may also use excused leave if they are not required to participate in the professional development activities.
- C.
1. Professional development activities will seek to stimulate career growth through such means as exposure to diverse instructional approaches and techniques, new equipment (and its use), and new techniques in student behavioral modification.
 2. When any bargaining unit member's duties entail that of using new equipment acquired by the District, the District will provide, at the District's expense, the training to enable the employee to perform required and necessary tasks. This training will take place prior to or upon issuance of such equipment. When the operation of the equipment is such that it requires in-service training (such as computers), this in-service training time will be scheduled for the employee separate from, or in place of, his/her daily work schedule.
- D. Input on professional development activities will be welcomed. During periodic reviews, revision suggestions are encouraged. All employees will be provided in-service training regarding the health or safety equipment they are expected to use. Further, any employee, who at the request of the employer enrolls in and successfully completes a college course or training related to his work responsibilities shall receive reimbursement from the employer for costs of tuition, fees or materials required. This shall not apply to any training required by state or federal law(s) for maintaining any job certification.
- E. Member Responsibilities:
1. Attendance by less than full-time employees during working hours in-service for full-time employees shall be encouraged and the Employer shall be responsible for information made available at that time.

2. Association members are encouraged to share and demonstrate knowledge gained at in-service programs or other professional development activities.
- F. At least two (2) weeks' notice shall be given for mandatory (paid) attendance outside the work day. The employee may be excused for just cause or emergency.
- G. The district may compensate food service employees at their hourly rate for attending the Food Service Workshops. Such employees will provide a written report of the conference to their immediate supervisor upon return.
- H. When necessary for a bus driver to attend recertification classes to retain their ability to drive a bus for the District, the District will pay the driver the cost of the class, the hours of actual class time at the driver's regular rate of pay and provide a noon meal.

ARTICLE 23 - JOB DESCRIPTION AND CLASSIFICATION

Section 1

- A. Employee input and suggestion shall be considered when job descriptions are adopted or reviewed. Said descriptions and any later modifications shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The description will include at a minimum:
 1. Job title and description
 2. Minimum qualification requirements
 3. A statement of general categories, required tasks and responsibilities.
- B. Bargaining unit classifications shall be defined as (1) secretary, (2) clerk, (3) instructional aide, (4) non-instructional aide, (5) food preparation, and (6) kitchen worker, (7) bus driver, (8) mechanic.

ARTICLE 24 - CONTINUITY OF OPERATION

- A. Parties recognize Section 1 of Act 336 of the Public Acts of 1947, as amended.
- B. The unit agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike, concerted failure to report for work, willful absence of employees from their positions, the stoppage of work, the disruption of the educational programs of the Employer; or the abstinence, in whole or part, from the faithful, full and proper performance of the employees' duties of employment.

- C. The participation on or support of such prohibited activities by an employee shall be just cause for discipline and/or discharge.

ARTICLE 25 - DURATION

This Agreement shall continue in full force and effect from July 1, 2011 through midnight, June 30, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Signatures:

NEGAUNEE MICHIGAN EDUCATION
SUPPORT PERSONNEL ASSOCIATION

NEGAUNEE PUBLIC SCHOOLS
BOARD OF EDUCATION

By: _____
Association President

By: _____
Board President

DATE: _____

DATE: _____

By: _____
Association Secretary

By: _____
Board Secretary

DATE: _____

DATE: _____

MICHIGAN EDUCATION ASSOCIATION

By: _____
UniServ Director

DATE: _____

The entire agreement or specific provisions of the agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

APPENDIX A - GRIEVANCE REPORT FORM

Grievance # _____ School District

Distribution Of Form

- 1. Superintendent
- 2. Principal/Supervisor
- 3. Association
- 4. Grievant

Submit to Supervisor/Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
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LEVEL 1.A.

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance and Relevant Contract Language: _____

2. Relief-Sought: _____

Signature

Date

C. Disposition of Supervisor/Principal: _____

Signature of Supervisor/Principal

Date

D. Position of Grievant and/or Union: _____

Signature

Date

If additional space is needed attach an additional sheet.

(Continued on Next Page)

GRIEVANCE REPORT FORM - CONT'D

LEVEL 1.B.

(When Supervisor is not Superintendent)

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union: _____

Signature

Date

LEVEL 2

A. Date Received by Board or Designee: _____

B. Date of Meeting with Union: _____

C. Disposition of Board or Designee: _____

Signature

Date

D. Position of Union: _____

Signature

Date

GRIEVANCE REPORT FORM - CONT'D

LEVEL 3

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

LETTER OF UNDERSTANDING
(2005 Negotiations)

Re: Labor Agreement entered into as of _____, 2005, Between the Board of Education of the Negaunee Public Schools, the "Board", and the Michigan Education Support Personnel Association (MESPA), the "Association" or "Union".

It is hereby mutually understood and agreed:

1. Full-year Employees:

There are currently no full-year bargaining unit members. Should there be full-year bargaining unit members in the future the following will be added as Article I, Section 2E, with Section E relettered Section F, and the parties will meet to bargain concerning benefits, and other contract modifications necessary, for such full-year employees:

"E. Full-year bargaining unit members/employees: Bargaining unit members who are employed to work on a twelve (12) month basis, including applicable vacation time."

2. Article 18 - Insurance:

A. Effective August 25, 1997 (or as soon thereafter as permitted by the insurance carrier) the prior short term and long term disability insurance will be replaced by short term disability insurance with a maximum \$80.00 weekly benefit commencing on the 29th day of disability in accordance with policy eligibility requirements.

B. The Employer will continue to pay the premium at the single, multi-party or full family rate for eligible employees hired prior to January 1, 1989, so long as the employee continues as an eligible bargaining unit employee. For eligible school-year employees on whose behalf the Employer is paying the single-subscriber rate for vision/dental coverage, the Employer will continue payment of the single-subscriber rate for the period between school years (normally two months) so long as the employee has completed their work for the school and is returning for the following school year; premiums for eligible employees electing coverage other than single-subscriber coverage will be paid only for the months worked (normally up to ten months) with the employee continuing their insurance coverage for the period between school years at their own expense as otherwise provided.

C. (1) Darlene Spencer will continue to receive full year health insurance benefits so long as she continues to work full time for at least the full school year.

(2) Similarly, Gail Mattson, currently receiving the cash benefit in lieu of health insurance coverage, will continue to receive the full benefit so long as she continues to work full-time for at least the full school year. If she in the future elects (and is eligible to receive) health insurance benefits instead of the cash benefit she will continue to receive the full year health insurance benefits so long as she continues to work full-time for at least the full school year.

(3) Benefit levels will be as provided by Article 18 for regular employees.

- D. Employees regularly employed for at least three hours per day (but less than six hours per day) as of June 30, 1997 who were receiving the cash benefit (annuity) in lieu of health insurance coverage as of June 30, 1997 will, so long as they continue to be regularly employed for at least three hours per day but less than six hours per day, continue to be eligible for the \$1,250 cash benefit on a pro rata basis. Proration is based on the employee's regular scheduled work day: six hours, fully paid by the Employer; three hours, fifty percent (\$625) paid by the Employer, etc. Such employees are not entitled to health insurance coverage at the Employer's expense.
- E. Employees regularly employed for less than three hours per day as of June 30, 1997 will not be entitled to cash in lieu of insurance benefits (or to insurance benefits) unless they otherwise become eligible (regular scheduled work days of at least six hours per day). If an employee regularly employed for at least six hours per day voluntarily reduces their hours below six hours per day they will not be eligible for insurance coverage, or for cash in lieu of insurance, until they again become eligible (regular scheduled work day of at least six hours per day).
- F. If, during the term of this Agreement, an employee regularly employed for at least six hours per day as of June 30, 1997, and receiving health care (or cash benefit in lieu of health insurance coverage) and other insurance coverage, is involuntarily reduced below six hours per day (but continues to be regularly employed for at least three hours per day) the employee may, to the extent permitted by the insurance carrier(s), continue such insurance coverage provided they pay the premium for such coverage on a pro rata basis (or continue the cash benefit in lieu of health insurance coverage on a pro rata basis). (Proration will be based on regular scheduled hours as provided in subsection C above.) Such employees with insurance coverage may elect a cash benefit in lieu of insurance; such employees receiving the cash benefit may again elect the insurance coverage at times permitted by the insurance carrier.

3. Article 6, Section 2H - Subcontracting of Work

Due to the provisions of Public Act 112 [MCL 423.215(3)(f)] the subcontracting language contained in the above noted section has been stricken from the Labor Agreement. Should MCL 423.215 be amended, however, or should any new provision of law be enacted allowing subcontracting to once again be a subject of collective bargaining, the District agrees to meet with the Association for the purpose of negotiations concerning subcontracting of work normally performed by the bargaining unit.

- 4. Those bargaining unit members moving to a position in a lower paid Classification due to the closing of the Pineview School at the conclusion of the 2001-02 school year will continue with the same step and wage rate they were being paid prior to the move and will remain at their prior wage rate until such time as the rate of pay listed in the Master Agreement for the classification in which they are working equals or exceeds that rate of pay. Thereafter, the employee will be paid according to their step and the wage rate of the Classification in which they are working.

5. This Letter of Understanding incorporates all current Letters of Understanding and Letters of Agreement between the parties; any prior Letters of Understanding and Letters of Agreement not incorporated in this Letter of Understanding are hereby terminated.

Dated: _____, 2008

The "Association"

The "District"

By: _____
Association President

By: _____
Board President

By: _____
Association Secretary

By: _____
Board Secretary

By: _____
MEA UniServ Director