

AGREEMENT

between the

**GAYLORD COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and the

**GAYLORD EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION/MEA/NEA**

July 1, 2018– June 30, 2019

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ARTICLE 1 - RECOGNITION

A. The employer recognizes the GAYLORD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, affiliate of the Michigan Education Association and the National Education Association (hereinafter referred to as the Association) as the sole and exclusive collective bargaining representative for all full-time and regular part-time educational assistants (including latchkey assistants), media technicians, clerical (including Community Education Executive Assistant), custodians/groundskeeper, maintenance, computer maintenance technicians and secretarial personnel including those on leave on a per diem, hourly or class rate basis and personnel assigned to newly created positions which are not principally supervisory and/or administrative in nature but excluding mechanics, substitutes, and the following six (6) people employed in the central office: Superintendent's Secretary, Payroll Clerk, Insurance Clerk, Bookkeeper, Curriculum Secretary and Business Services Support/Special Education Secretary.

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

C. The employer and union recognize four (4) categories:

1. Full-Time: An employee who is employed at least thirty (30) hours per week.
2. Part-Time: An employee who is employed less than thirty (30) hours per week.
3. Probationary: An employee who is employed to fill a full or part-time position for a trial period of sixty (60) days.
4. Substitute: An employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill any vacancy for a period in excess of the probationary period as above defined.

ARTICLE 2 - GRIEVANCE PROCEDURE

A. A claim or complaint 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 any provision of this agreement, or any established practice, which is of two (2) or more years duration may be processed as a grievance as hereinafter provided.

B. In the event that a unit member or the union believe a grievable incident has occurred, the member or the union shall request a meeting with the supervisor involved within five (5) school days of the occurrence of such grievable incident or the grievant's knowledge of the occurrence. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such meeting within ten (10) days of the request, the claim or complaint may be formalized in writing as provided hereunder.

C. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s)/union and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within ten (10) 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 five (5) 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 president. The written grievance shall contain the following:

1. It shall cite the article(s), section(s), and sub-section(s) of the Agreement alleged to have been violated;
2. It shall summarize the facts giving rise to the grievance;
3. It shall contain the date of the alleged violation;
4. It shall specify the relief requested; and,
5. It shall be signed by the grievant(s).

D. Formal Level 2: If the union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Board or its designee. Within seven (7) days after the grievance has been so submitted, the Board or its designee shall meet with the union on the grievance. The Board or its designee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the union and the grievant(s).

E. Formal Level 3: If the union is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period above provided, the union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord 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.

F. Miscellaneous Conditions:

1. The term "days" when used in this Article shall mean workdays. Time limits may be extended by mutual written agreement.
2. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
3. Grievances filed as union grievances may, at the option of the union, be initiated at Formal Level #2 of the grievance procedure.
4. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

Article 2 – Continued

5. 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 shall permit a union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
 6. A bargaining unit member who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.
- G. Grievance Report Form: (See Attached Appendix A)
- H. Restrictions on the Arbitrator's Authority: The Arbitrator shall have no power to:
1. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
 2. Award punitive damages.
 3. Issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed.
 4. Rule on an issue involving employee evaluation.
 5. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g., wage and hour, E.E.O., M.E.R.C., etc.).

ARTICLE 3 - SENIORITY

A. Seniority shall be defined as length of continuous service, including Board approved leaves of absence, in the employ of the Board commencing with the date of last hire in this unit by department as described in Paragraph D of this Article. All new employees shall be considered probationary until they have worked for the Board for sixty (60) working days. During this probationary period employees will have no seniority status. At the end of the probationary period each employee will be entered on the seniority list as of the date of last hire in the unit. It is agreed that when employee hire dates are the same, their seniority will be based upon the last four digits of the person's social security number. The employee with the lower number is placed higher on the seniority list. During the probationary period the employee may be discharged by the Board for any reason at any time except for involvement with the association during non-working hours.

B. Seniority shall be lost under the following conditions:

1. Quit or discharge for just cause.
2. Absence from work for three (3) consecutive working days without notification.
3. Failure to return to work within five (5) days of receiving a recall notice following a layoff.
4. Failure to return to work at the expiration of a leave of absence.
5. Retirement.
6. Transfer from this bargaining unit.
7. Falsification in connection with obtaining a leave of absence.

C. The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in each school building lounge of the district by November 1st. Revisions and updates shall be prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions will be furnished to the union secretary.

D. Departments are defined as follows:

1. Maintenance/Custodial/Groundskeeper/Computer maintenance technician
2. Secretary
3. Educational Assistants/Media Technicians/Health Care Assistants

Qualifications and job descriptions will be established for each position in each department by a joint committee made up of representatives of the GESPA and administration.

E. The seniority list shall be broken down into classifications within the three departments listed above and shall include years of service within each classification, along with original date of hire.

ARTICLE 4 - LEAVE OF ABSENCE

A. Unpaid Leaves - Leaves of absence without pay may be granted by the Board for good cause for a period up to ninety (90) days during which the employee shall continue to accumulate seniority. These leaves may be renewed or extended by agreement of the Board. Leaves will not be extended beyond one (1) year. Unpaid leaves of absence approved by the Board or their designee shall fall into three (3) classifications:

1. If unpaid leaves of absence are approved and the total of these days is greater than five percent (5%) of the individual's work year, the bonus/longevity shall be decreased five percent (5%) for each day above the five percent (5%).
2. Unpaid leaves approved for an emergency shall not disqualify the employee from receiving the bonus/longevity. Emergency is defined as unforeseen situations beyond the individual's control.
3. Request for unpaid leaves will be in writing and made thirty (30) days in advance except in the case of an emergency.

B. Paid Sick Leave:

1. Sick leave is earned at .05 hours per each hour worked. Sick leave is not earned when paid for personal, sick, or vacation time or while on unpaid leave.
2. Sick leave may be used in full or half-day increments.
3. Sick leave may be used by an employee in the event of personal illness or injury. Ten (10) days of sick leave per year may be used for illness or injury in the immediate family.
4. Definition of Immediate Family: Mother, father, brother, sister, spouse, child(ren), parents of spouse, step-parents, step-children, in-laws, grandparent, grandchild, or any dependent who lives in the immediate household.
5. A doctor's statement may be required for sick leave pay when an employee has used more than three (3) sick days or whenever abuse of sick leave is suspected. All sick leave days beyond three (3) days in one school year may be subject to the following:
 - a. Four (4) days: Meeting with supervisor.
 - b. Five (5) days: Meeting with superintendent/designee.
6. Maximum sick day accumulation: Sixty (60) days.
7. Annually, after the last scheduled work day in each school year, attendance will be reviewed and any hours accumulated beyond sixty (60) days will be paid at rate of \$5/hour.
8. Employees who terminate prior to the end of the school year will not receive payment for unused sick leave.
9. At retirement, all sick leave accumulated under Article 4 will be paid at the rate of \$5/hour. This is in addition to any severance payment for which employees may be eligible under Article 5.

C. Any employee whose personal illness extends beyond the period compensable under this Article shall be granted a leave of absence without pay for reasons of health up to one (1) year subject to extension by the Board of Education.

Thirty days (30) days prior to the expiration of the unpaid leave the employee shall notify the employer in writing of the employee's intent to return to work. Once this notification has been received, the employee's options will be reviewed by a supervisor. Request for extension of the existing leave, shall be in writing and supported by a doctor's statement. The leave request must be made ten (10) days prior to the expiration date.

If the District has not received notification from an employee within fifteen (15) days of the leave's expiration, the District will send the employee a reminder by certified mail to the employee's address of record.

Article 4 - Continued

D. Michigan Workers Compensation Law: Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and their regular salary for the monetary value of his/her accumulated sick leave. Sick leave will be deducted for the monetary value provided.

E. Funeral/Bereavement Leave: Two (2) days leave of absence with pay shall be granted for death in the immediate family (as defined in Article 4B). Three (3) additional days chargeable against sick leave shall be granted for death in the immediate family (as defined in Article 4B). Bereavement leave of a special nature may be granted at the discretion of the Superintendent.

Employees may use one day of accumulated sick leave to attend the funeral of someone other than a family member as defined above as long as overall work attendance can be covered.

F. Personal Leave: Two (2) days leave of absence with pay shall be granted for personal leave. Approval is to be obtained through the administration and arrangements made a week in advance or sufficient time to obtain a substitute in case of emergency. Not more than two (2) employees from the same building may be on personal leave on the same day unless arrangements are approved by the superintendent/designee. Any unused personal days from the prior school year will be rolled into the individual employee's sick leave accumulation.

G. Jury Duty:

1. An employee called for jury duty will be paid the difference between his/her pay for that duty and his/her regular pay provided proof of service and pay is submitted.
2. An employee subpoenaed as a witness in a court case connected with the employee's job or the school will be paid as in H-1. This provision shall not apply to any employee who is giving testimony in an action where the employee, employees, or the Association bring or is a party to such action against the Board of Education.

H. Military leave shall be granted in accordance with applicable laws.

ARTICLE 5 – RETIREMENT

A. Severance: As of July 1, 2018, all sick leave time accumulated beyond 60 sick days will be placed in a severance bank to be paid at retirement. Employees who retire under the Michigan Public School Employees Retirement System (MPERS) will be paid ten dollars (\$10.00) per day for each of these unused sick leave days. These days may be used for illness/injury (personal or immediate family as defined by Article 4B) when the employee's sick leave bank is depleted.

ARTICLE 6 - BOARD RIGHTS

A. The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and reserved in it by the laws and the constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right to:

1. Manage and control its programs, services, equipment, facilities, and its operations and to direct the working forces and affairs of the School District.
2. Continue its rights of assignment and direction of personnel; determine the number of personnel (including the right not to fill positions for the purpose of attrition) and scheduling of all the foregoing.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Adopt reasonable rules and regulations and to define job content and position descriptions.
5. Determine the qualifications of employees, including essential job functions of employees.
6. Determine the extent and existence of educational programming and operation including the establishment or relocation of programs, departments, divisions, or subdivisions, buildings, other facilities, services or third party contracts.
7. Determine the financial policies, including all accounting procedures and record-keeping requirements.
8. Determine the policies affecting the selection, testing, or training of employees.
9. Establish in-service training programs for employees.
10. The executive management and administrative control of the school system.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of good judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement are in conformance with the constitution and laws of the United States.

ARTICLE 7 - MISCELLANEOUS

A. Uniforms: All custodial and maintenance employees shall wear a uniform of prescribed color while on duty. The employer shall provide each employee with three (3) pairs of trousers and three (3) shirts the first year of this contract or the first year of hire. Each year thereafter the Board will furnish three (3) pairs of trousers and three (3) shirts. Uniforms will be wash and wear permanent press.

B. School Closing:

1. In the event all schools are closed by the superintendent/designee, due to conditions not within the control of school authorities (such as storms, health conditions, infrastructure issues, etc.), no employee except custodians and maintenance employees will report for duty.
2. Each employee hired prior to January 1, 2009, including custodians and maintenance, will be paid the same as his/her normal workday (extra work, overtime hours, etc. will not be considered in the "normal work day").
3. Each 12-month employees who, in fact, works on such day shall be credited with earning one vacation day for the fourth and fifth cancelled day per year. Each cancelled day thereafter, per year, will result in an extra day of pay for each 12-month employee who works on such day. However, if a 12-month employee is unable (due to conditions outside the control of school authorities) to report on a cancelled day he/she will receive his/her regular pay but will not receive the vacation day or extra pay stated above.
4. In the event any or all of the cancelled days are to be made up, as determined by the superintendent, the employee(s) who received pay for the day(s) when schools were closed and did not work will not be paid for the make up days.
5. If a make up day is scheduled for a Saturday, Sunday or Holiday the overtime pay and Holiday pay will be applied.

C. In the event of early dismissal for conditions not within the control of school authorities, employees will be paid their regular pay for the day. When the students are dismissed, the employee is entitled to leave with the exception of custodial and maintenance who shall complete their day's tasks.

ARTICLE 8 - HOLIDAYS AND VACATIONS

A. Holidays:

1. Employees covered under this agreement shall receive pay for holidays listed below, provided:
 - a. On the date of the holiday, the employee has been on the payroll for at least thirty (30) working days.
 - b. The employee has worked scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday and the first day scheduled for his classification after the holiday, unless such failure was excused by the administration due to accident, sickness or other similar cause or unless the holiday falls during the employee's scheduled vacation period.
2. Paid holidays are:
 - a. Independence Day, Labor Day, Thanksgiving Day and the Day after Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day and Good Friday.
 - b. Twelve-month employees will receive July 3, July 4 and Good Friday as paid holidays. Christmas eve day will be a paid holiday provided such day falls on Monday-Friday.
 - c. When November 15 falls on Monday through Friday, and school is not in session employees will receive the day as a paid holiday.
3. The employee will be paid only for the above listed holiday(s), which falls during his/her regular work year.
4. When the legal holiday occurs on a Saturday, the holiday will be observed on the preceding Friday; or when the holiday falls on a Sunday, the following Monday will be observed.

B. Vacations

1. Employees are entitled to a paid vacation each year based on length of service and employment on July 1 of each year. The schedule of vacation benefits is as follows:

EMPLOYEES HIRED PRIOR TO JULY 1, 2018

46 - 52 week employees:

1 year of experience but less than 7 years	= 10 days
7 years of experience or more but less than 13	= 15 days
13 years or more	= 20 days

36 - 45 week employees:

1 year of experience but less than 4 years	= 4 days
4 years of experience but less than 7 years	= 6 days
7 years of experience or more	= 8 days

EMPLOYEES HIRED AFTER JULY 1, 2018

46 - 52 week employees:

1 year of experience but less than 7 years	= 8 days
7 years of experience or more but less than 13	= 13 days
13 years or more	= 18 days

36 - 45 week employees:

1 year of experience but less than 4 years	= 2 days
4 years of experience but less than 7 years	= 4 days
7 years of experience or more	= 6 days

Prorated one year benefits will be paid to employees who have less than one (1) full year employment on July 1.

2. To be eligible for full vacation pay, an employee must have been paid for seventy-seven percent (77%) of their scheduled time during the past year. Eligible employees who fail to meet this requirement shall receive a prorated vacation benefit based on the number of hours paid.

Article 8 - Continued

3. Employees who terminate because of illness or with a minimum of ten (10) calendar days notice, will be entitled to prorated vacation benefits.
4. Vacation approval is to be obtained through the administration with arrangements made a week in advance or sufficient time to obtain a substitute in case of emergency. Not more than two (2) employees from the same building may use a vacation day on the same day unless arrangements are approved by the superintendent/designee. In case of a conflict on employee requests for vacation scheduling, employees will be given preference in order of seniority provided this does not interfere with normal operations. Educational Assistants may use up to one-half (1/2) of their eligible vacation days during student days. The remainder of the days may be used during holiday breaks or paid out at the end of the year.
5. Vacation pay shall consist of a continuation of the prescribed salary for the period of the vacation. Unused vacation days will be paid at the current daily rate by July 20 after the year in which they were earned.

46-52 week employees with vacation days on record as of July 1, 2018 will have the option to receive payment for these unused vacation days by July 20, 2018 or place these vacation days in a separate vacation day bank. The vacation days in this separate vacation day bank may be used upon approval of administration, or paid out at the end of subsequent school years, at the request of the employee.

ARTICLE 9 - HEALTH EXAMINATION

- A. Employees shall possess and maintain sufficient good health, both physical and mental, to adequately perform the essential functions of their respective duties.
- B. For employees, an amount not to exceed forty dollars (\$40) will be paid by the Board toward a physical examination every two (2) years, when submitted for payment prior to October 1. Additional fees, if any, will be paid by the employee.
- C. Every employee shall, upon request, submit to a physical or psychiatric examination at any time, at the request of the superintendent, as a condition of continued employment; such examination to be paid by the Board.

ARTICLE 10 - VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position or a current position that is not filled. If the Board chooses not to fill the vacancy it shall notify the Association within ten (10) days from the time the position becomes vacant.
- B. The Board agrees to post, on employee bulletin boards maintained for such purposes, all vacancies and long term job openings covered by this Agreement for a period of ten (10) working days prior to a permanent filling of these vacancies. The president of the bargaining group will receive a copy of all job openings covered by this Agreement and will be responsible for notifying laid-off, out of department employees about them.
- C. During the ten (10) day posting period as stated in B. above each employee may apply for any vacancy. In filling a vacancy, decisions will be based upon the needs of the position, qualifications, personal interview, experience, letters of recommendation, and most recent evaluation. Any employee who has made proper application for a vacancy and is not granted an interview may, within fourteen (14) calendar days of the last date for submitting an application, request an explanation from superintendent/designee for the denial of an interview. In the event the qualifications are deemed by administration to be equal, among two or more internal applicants, the employee who has the most district seniority shall be awarded the assignment. In the event qualifications are equal, internal applicants shall have preference over external candidates.
- D. Employees promoted shall be granted a 90 calendar day trial period to determine their ability to perform on the job and the desire to remain on the job.
- E. During the 90 calendar day trial period the employee shall have the opportunity to revert to his/her former position. If the employee is unable to demonstrate ability to perform the work required during the trial period the employee shall be returned to his/her previous assignment which will be filled in accordance with A above. During the trial period the employee will receive the rate of the job he/she is performing.
- F. The parties agree involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause.

ARTICLE 11 - REDUCTIONS IN PERSONNEL, LAYOFF AND RECALL

- A. Layoff shall be defined as a planned reduction in the work force beyond normal attrition.
- B. No employees shall be laid-off with less than thirty (30) days notice except in an emergency.
- C. In the event of a reduction in work force the employer shall first identify the positions to be reduced/eliminated. Employees in those positions shall receive layoff notices.
- D. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified that is held by a less senior employee in the department. If more than one bump results from application of the foregoing sentence, the employee shall have the right to assume the position of the least senior employee in the department with the same hours, and the least senior employee shall then be placed on the recall list.
- E. A laid-off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off employees may continue their health and life insurance benefits by paying the regular monthly per-subscriber, group rate premium for such benefits to the employer as approved by the insurance company and the current law.
- F. Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified.
- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice excluding Saturday and Sunday to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work provided the employee reports within the five (5) day period. Employees recalled to equivalent work for which they are qualified based on the department they were laid-off from are obligated to take said work. An employee who declines recall to perform work in the department from which he/she was laid-off and for which he/she is qualified, shall forfeit his/her seniority rights.

ARTICLE 12 - EMPLOYEE RIGHTS AND PROTECTION

A. Pursuant to the Public Employment Relations Act, the employer hereby agrees every employee shall have the right freely to organize, join and support the union for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the employer undertakes and agrees it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the act or other laws of Michigan or the constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the union, his/her participation in any activities of the union, of collective negotiations with the employer, his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee, rights he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided in writing elsewhere.

C. The employer agrees in no way to discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ethnicity, age, gender, marital status, physical characteristics or place of residence.

D. No employee shall be disciplined including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges or other actions of a disciplinary nature without just cause. However, during the probationary period, the language of Article 3, Section A is controlling in any discharge case.

E. A bargaining unit member shall be notified, in advance, in writing, of the purpose of a meeting where disciplinary action is contemplated and shall be entitled to have an ESPA representative present. Should disciplinary action likely occur at a given meeting the employee shall be advised immediately of said possibility and be advised by the employer of the right to representation. When a request for such representation is made no action shall be taken with respect to the employee until such ESPA representative is present or for twenty-four (24) hours after the union has been notified--whichever is earlier.

F. No material adverse to the employee, 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. When a disciplinary record is to be placed in an employee's file the affected employee shall review and sign said material. Such signature shall be understood to indicate awareness of the record but in no instance shall said signature be interpreted to mean agreement with the content of the material. Other examination of any employee's files shall be limited to qualified supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed and the reason for such review.

ARTICLE 13 - UNION RIGHTS AND SECURITY

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

- A. Contract Review Committee: Representatives of the District and the Association shall meet informally every month from August through May for the purpose of reviewing the implementation of this Master Agreement and of resolving problems, which may arise. Additional meetings may be scheduled.
- B. The union shall be provided with bulletin boards or sections thereof for the purpose of posting union materials. The union shall also have the right to use the school mails to distribute union material.
- C. Duly authorized representatives of the state and national levels of the union shall be permitted to transact official union business on school property provided this shall not interfere with nor interrupt normal school operations.
- D. The employer agrees supervisors or non-unit employees shall not be used to displace employees regularly employed in the bargaining unit except in emergencies when union employees are not available or have refused to do the work as assigned. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances, which call for immediate action in a situation, which is not expected to be of a recurring nature.
- E. The employer will continue its established policy and practice of giving employees a preference for work they have customarily performed.

ARTICLE 14 – OPTIONAL ASSOCIATION MEMBERSHIP

- A. Each employee, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement - whichever is later – may elect to join the Association or refrain from joining.
- B. Upon appropriate written authorization from the employee the employer shall deduct from the salary of any such employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, contributions or any other plans or programs jointly approved by the Association and the employer.

ARTICLE 15 - INSURANCE

A. Life Insurance: Each eligible employee, as determined by the carrier, will receive employer-paid Group Term life Insurance ten thousand dollars (\$10,000). The terms of this Agreement will be consistent with the provisions of the Group Life Insurance policy.

B. Disability: Disability Income Insurance will be provided for all eligible, as determined by the carrier, employees, covered by this Agreement. The plan will be thirty (30) calendar days waiting period, twenty-four (24) months benefit period, replacement of sixty percent (60%) of income. All provisions of this Agreement must be consistent with provisions of the Disability Income Insurance policy. An employee cannot draw both sick leave and Group Term Disability benefits at the same time.

C. Medical Benefits:

1. Employees working less than one thousand three hundred (1,300) hours per year:
 - a. The Board will provide the following amount toward the annual insurance premium:

2nd Year Employees =	\$1,000
3rd Year Employees =	\$1,125
4th Year Employees =	\$1,275
5th Year Employees =	\$1,425

- b. The above rates to be prorated over 10 months.

2. Employees assigned to positions with one thousand three hundred (1,300) annual work hours or more prior to July 1, 2017:

Employees will be required to pay the balance of the monthly insurance premium for medical benefits that applies to their coverage, by payroll deduction, beginning with the first payroll in July 2018 that exceeds the following monthly amounts:

Single	\$546.71
Two Person	\$1143.34
Family	\$1491.03

The Board's annual obligation for medical benefit coverage costs per eligible employee during the 2018 medical benefit coverage year shall not exceed the following amounts:

Single	\$6,560.52
Two Person	\$13,720.07
Family	\$17,892.36

The 2019 calendar year limits will be published on or before the beginning of the calendar year.

Beginning on July 1, 2017, employees new to a position of 1,300 annual work hours or more are eligible for Single Subscriber medical benefit coverage only.

Plan design changes may be made by mutual agreement.

D. Dental Insurance:

- a. Employees working over 1,300 hours who have board paid medical benefits (two person or family) will receive a plan equivalent to teachers (Appendix C). The Board will provide fully paid full family dental insurance premiums to all qualifying bargaining unit employees determined eligible by the carrier.
- b. Employees working over 1,300 hours who have board paid medical benefits (single subscriber) will receive the single subscriber rate per year toward dental coverage.
- c. Employees working over 1,300 hours who have a Cash Option will receive the single subscriber rate per year toward full family dental insurance.

E. Unpaid Leaves: When on unpaid leave of absence for thirty (30) days or more the employee shall pay the monthly medical benefit coverage premium for the duration of the unpaid leave.

Article 15 - Continued

F. Cash Option: The employer shall provide the cash option in lieu of health benefits. As of January 1, 2009, new employees and current employees new to any position of 1,300 or more annual work hours and who are therefore eligible for board paid medical benefit coverage but choose not to elect it will qualify for a cash option of \$2,500. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. Employees receiving fifty percent (50%) cash in lieu of health benefits (per prior collective bargaining agreement) prior to January 1, 2009 will continue to receive this benefit at the amount received in the 2008-09 school year (Single- \$3,500.22, TP-\$7860.18, FF-\$8732.46 or 50% of dollar amount listed in Article 15C). Those grandparented employees whose eligibility becomes reduced (for example, from Full Family to Two Person) will receive a subsequent reduction in benefit.

As of January 1, 2009, new employees and current employees new to any position with less than 1,300 annual work hours per year are not eligible for a cash option. Employees receiving fifty percent (50%) cash in lieu of medical benefits (per prior collective bargaining agreement) prior to January 1, 2009 will continue to receive this benefit at 50% of dollar amount listed in Article 15C.

G. Employees shall be allowed to switch from medical benefit coverage to tax deferred annuity and/or deferred compensation during open enrollment or if they have a qualifying event.

H. Full time employees (30 hours a week or more) shall receive vision insurance as outlined in Appendix D.

ARTICLE 16 - HOURS OF WORK

A. The normal week shall consist of forty (40) hours, eight (8) hours per day Monday through Friday including two (2) fifteen (15) minute daily relief periods excluding a duty-free, uninterrupted lunch period of no less than one-half (1/2) hour per day. During times when students are not in school, working hours may be changed so long as the normal week shall not exceed forty (40) hours. Employees who work 6.0 hours shall be entitled to one fifteen (15) minute break.

Support staff may use their a.m. and/or p.m. break to extend their lunch hour. They may not use the break time to shorten their workday except on Friday's (if agreeable with office needs.)

B. The Board may assign up to one (1) employee from the high school and middle school other than Monday through Friday so long as the employee works five (5) consecutive days and is to be applied on a voluntary basis to those bargaining unit members on the payroll prior to September 1, 1983.

C. Those employees who work less than the normal week will be paid at the hourly rate for their job.

D. Payment for more than forty (40) hours worked per week will be at one and one-half (1 1/2) times the hourly rate for all hours worked beyond forty (40) hours worked.

E. Overtime will be divided among bargaining unit members of each school building department as equally as possible. Overtime will be offered on the following basis:

1. The overtime shall be rotated among all bargaining unit members in the building who are qualified to do the work in that department. If all bargaining unit members in that building refuse the overtime, it will be offered by department to bargaining unit members in the other buildings. It is understood maintenance is not assigned to a building; therefore, all maintenance overtime work shall first be offered to the maintenance bargaining unit members. Overtime work will be voluntary.
2. Overtime will be covered by the use of the "Overtime Chart" and will be offered to each bargaining unit member in rotation based on seniority. Overtime that is missed will be charged in the Overtime Chart for the purpose of balancing the overtime in D above.

F. In-service: All employees shall have two paid in-service day each school year. In-service will be planned by a committee of management and Association members. Employees must be in attendance in order to be paid.

G. Compensatory Time: When the employer requests an employee to work additional hours in exchange for compensatory time off, and the employee accepts, the date and time that the compensatory time will be taken will be by mutual agreement between the employee and his/her immediate supervisor. One and one half (1.5) hours of compensatory time off shall be provided for each hour of overtime worked. If the compensatory time has not been taken on or before June 30, the employee shall receive compensation for the time worked. One and one half (1.5) hours of compensatory pay shall be provided for each hour of overtime worked.

ARTICLE 17 - SALARY SCHEDULES

		2018-19 WAGE (If Audited Fund Equity Balance is <20%)	2018-19 WAGE (If Audited Fund Equity Balance is = or > 20%)
Secretaries	Step 1	\$15.18	\$15.25
	Step 2	\$15.61	\$15.69
	Step 3	\$16.09	\$16.17
	Step 4	\$16.54	\$16.63
	Step 5	\$16.98	\$17.07
	Step 6	\$17.52	\$17.60
	Step 7	\$17.71	\$17.80
Educational Assistants	Step 1	\$11.66	\$11.72
	Step 2	\$12.11	\$12.17
	Step 3	\$12.46	\$12.53
	Step 4	\$13.00	\$13.07
	Step 5	\$13.46	\$13.53
	Step 6	\$13.86	\$13.92
	Step 7	\$14.02	\$14.10
Media Technicians	Step 1	\$11.97	\$12.03
	Step 2	\$12.40	\$12.46
	Step 3	\$12.76	\$12.83
	Step 4	\$13.55	\$13.62
	Step 5	\$14.13	\$14.20
	Step 6	\$14.50	\$14.56
	Step 7	\$14.67	\$14.75
Maintenance	Step 1	\$18.24	\$18.33
	Step 2	\$18.53	\$18.62
	Step 3	\$19.13	\$19.22
	Step 4	\$19.72	\$19.82
	Step 5	\$20.40	\$20.50
	Step 6	\$21.22	\$21.33
	Step 7	\$21.49	\$21.60
Custodians	Step 1	\$14.22	
	Step 2	\$14.64	
	Step 3	\$15.09	
	Step 4	\$15.51	
	Step 5	\$15.92	
	Step 6	\$16.42	
Head	Step 1	\$14.58	
	Step 2	\$15.13	
	Step 3	\$15.63	
	Step 4	\$16.20	
	Step 5	\$16.39	
	Step 6	\$17.23	
	Step 6a	\$17.50	
Computer Maintenance Tech	Step 1	\$22.98	
	Step 2	\$23.78	
	Step 3	\$24.84	
	Step 4	\$25.71	
	Step 5	\$26.61	
	Step 6	\$27.54	

Article 17 – Continued

Minimum General Fund Balance The Board and Association agree that it is in the best interest of all District stakeholders to maintain a fiscally stable school district that offers a competitive salary schedule to all employees.

2018-2019 School Year:

If Audited Fund Equity Balance is:	Salary schedule will be adjusted to reflect:	*One-time payment to be provided consisting of GESPA's proportionate share of amount that will reduce the General Fund Balance by:
< 18%	Additional .5% (one-half of one percent) added on-schedule to previous school year's salary schedule	0 (no payment)
≥ 18% but < 19%	Additional .5% (one-half of one percent) added on-schedule to previous school year's salary schedule	.5% (one-half of one percent)
≥ 19% but < 20%	Additional .5% (one-half of one percent) added on-schedule to previous school year's salary schedule	1% (one percent)
≥ 20%	Additional 1.0% (one percent) added on-schedule to previous school year's salary schedule The on-schedule adjustment will be paid on the 2 nd pay date in December and incorporated into pay scale going forward.	1% (one-percent)

Employee groups include Gaylord Education Association (GEA), Gaylord Educational Support Personnel Association (GESPA), Gaylord Building Principal Association (GBPA), Teamsters, Cafeteria Workers, Administrative Personnel (excluding Superintendent), and Administrative Support Personnel.

- Example: In 2017-18, GESPA represented 8.63% of the District's employee groups (including MPERS, FICA, and Workers Compensation). Therefore, in 2017-18, GESPA received 8.63% of the amount required to reduce the fund equity by 1% of the June 30, 2017 audited Fund Equity Balance.

*The one-time payment equal to the GESPA's proportionate share of the amount that will reduce the General Fund Balance by the amount listed in the chart above will be made to all actively employed bargaining unit employees covered by the GESPA contract as of October 31, 2018, in a lump sum on or before the second pay date of December 2018. The formula to calculate the disbursement of the payment to be made to each bargaining unit employee is to be mutually agreed upon by the Board and the Association.

Article 17 – Continued

A. Yearly wage increases are not automatic, but are dependent upon satisfactory completion of a year's service. Notification of unsatisfactory work shall have been given to the employee during the year with suggestions for corrections.

B. An employee employed on a regularly scheduled basis after March 15 shall remain on the first step the following year.

C. Custodians who work between 3:00 p.m. and 5:00 a.m. will be paid an hourly shift premium of twenty cents (\$.20) over the salary schedule step.

D. The health care assistant will be paid an hourly premium of twenty cents (\$.20) over the salary schedule step. When the child for whom the health care aide is responsible is absent, alternative work will be assigned so as not to reduce hours of work.

E. Whenever an employee is promoted or is reclassified upward, he/she shall be placed on the first step that would generate a raise in hourly rate.

F. The amount of leave time available to an employee will be noted on pay stub three times a year (at beginning, second semester, and end of year).

G. Longevity Payments:

Annually, from eighth (8th) year of employment through the fourteenth year of employment, on the first payday of December, the District will make a longevity payment for each qualifying bargaining unit member, as follows:

Maintenance workers:	\$685
Head Custodians/Groundskeepers:	\$685
Regular Custodians:	\$685
Secretaries:	\$494
Instructional Assistants:	\$494
Media Technicians:	\$494

Annually, beginning in the fifteenth year, on the first payday of December the District will make a longevity payment in the amount of \$875 for each qualifying bargaining unit member.

ARTICLE 18 - NO STRIKE CLAUSE

- A. The union agrees during the term of this Agreement it will not encourage, condone or participate in any strike, slowdown, complete or partial refusal to perform any work, or any other type of concerted work stoppage. It is agreed such activity is specifically prohibited during the term of this Agreement. It is agreed participation by an employee in such prohibited activity is cause for discipline including dismissal for just cause.
- B. In the event such prohibited activity occurs, the school district will notify the union of such and the union agrees it will take immediate action to end such prohibited activity.
- C. The employer agrees to not lock out employees during the life of the Agreement and further agrees to not commit an unfair labor practice.

ARTICLE 19 - EVALUATION

A. PURPOSE - To establish an official formal written record of the employee's job performance. This record process will provide feedback for the employee and administration concerning the employee's job performance and will offer information for improvement, professional growth and development.

B. DEFINITION OF TERMS:

1. An Observation is an event in gathering of data to be used in formalizing the Evaluation. This may include oral complaints, statements from witnesses and/or written anecdotal reports of activities in which the employee performed.
2. The Evaluation is the formal written record of the employee's job performance, which shall be signed by the immediate supervisor and employee. The Evaluation will be placed in the employee's personnel file.
3. The Evaluator is the employee's immediate supervisor and is responsible for conducting the evaluation procedure.

C. PROCEDURE

1. Each employee shall be given written notice of the name of his/her immediate supervisor upon hire and at anytime it changes.
2. Observation for obtaining data to establish the Evaluation is an on-going process. The Evaluation of job performance will be finalized once per year and completed on or before May 15.
3. Whenever the employee is observed and the job performance is ineffective, the evaluator will typically bring this fact to the employee's attention within five (5) workdays from becoming knowledgeable of the situation. This notification may be oral or in writing dependent upon the severity of the situation. The employee will be provided with the performance areas that need to be improved.
4. When the evaluator informs the employee, in writing, of an ineffective job performance, the report may include a plan for improvement. The written plan shall include:
 - a. Identifying the skill, knowledge or action, which requires improvement.
 - b. An appropriate specific recommendation for improvement.
 - c. A reasonable timeline for active improvement, additional observations and written feedback statement from the employee.
 - d. The immediate supervisor or designee will provide reasonable assistance in implementing a, b, and c.
 - e. The employee shall comply with the plan to the best of his/her ability and shall submit a written feedback statement to the evaluator on a mutually agreed upon date. This statement shall include information describing what the employee did to complete his/her portions of the plan.
5. The formal Evaluation Conference will be held on or before May 15 at which time the formal evaluation documents (including the attached form) will be presented to the employee. The form must be signed at this conference by both the evaluator and employee. The employee's signature is only to indicate awareness and is not to be used to indicate agreement. In the event the evaluator is recommending that the employee be terminated from employment with the Board, it shall be stated at this conference and written on the form.
6. If the employee does not agree with the evaluation he/she must submit a letter of dissent to the evaluator within ten (10) working days of the evaluation conference.
7. The absence of an evaluation for a given year will mean that the employee has performed satisfactorily during that year.

D. A bargaining unit member whose job performance is minimally effective or ineffective shall have the opportunity to be transferred to a comparable assignment, if mutually agreeable to employee involved and the District.

E. DISCIPLINARY ACTION

The procedure stated above does not disallow the superintendent or designee to discipline at any time during the year subject to due process and just cause.

ARTICLE 20 - SCHOOL IMPROVEMENT PLAN

- A. The Board and the Association are aware that legislation and state department rules are presently pending which may make it advisable to adopt a "School Improvement Plan or Process" and/or a "Site-Based Decision Making Plan" or other such similar plans.
- B. The Board shall notify the Association if the Board is considering formulating or modifying such a plan or process.
- C. Upon notification by the Board to the Association that such a school improvement plan/process (SIP) is to be used or modified, the Board agrees to the following provisions:
 1. The Association shall name at least one member to each district level committee when requested by administration.
 2. The Association shall receive copies of all minutes and approved actions of each SIP committee.
 3. Participation in any SIP is strictly voluntary.
 4. Non-participation in a SIP shall not be used in employee evaluations.
 5. SIP committees shall not discuss:
 - a. Wages
 - b. Fringe Benefits
 - c. Individual employee performance/evaluation
 - d. Contract Grievances
 - e. Individual Employee Discipline
 6. The SIP Committee shall not change any part of the master agreement without the prior written approval of the Board of Education and the Association.

ARTICLE 21 - HEALTH AND SAFETY

- A. Any bargaining unit member required to provide services of a medical nature to a medically fragile student shall be provided access as appropriate, to the doctor's and/or nurse's instructions as to the procedures to be used for each task of a medical nature as necessary.
- B. On a case-by-case basis, the district will determine what training should be provided to an employee assigned to a medically fragile student. The employer shall pay the training fees and employee time required outside normal working hours.
- C. Dispensing Medications - Bargaining members will be guided by Board policy and administrative regulations covering administering medicines to students. Appropriate employees will be given copies of the Board policy and regulations.

ARTICLE 22 – DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2018 and terminate June 30, 2019.
- B. This Agreement may not be extended orally and it is expressly understood it shall expire on the date indicated. Negotiations may be reopened by mutual consent ninety (90) days prior to an anniversary date. An emergency manager appointed by applicable law is permitted to reject, modify or terminate the agreement.

GAYLORD COMMUNITY SCHOOLS
BOARD OF EDUCATION

By Melissa Bennett

By [Signature]

By _____

By _____

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL EDUCATION

By Ronda Davis

By Lise Stempley

By _____

By _____

GAYLORD COMMUNITY SCHOOLS
EVALUATION FORM
NON-TEACHING PERSONNEL

NAME _____

DATE _____

BUILDING _____

POSITION _____

Place a check in front of the phrase that best fits the employee.

Related Comments

KNOWLEDGE OF WORK

- Effective
 Minimally Effective
 Ineffective

QUANTITY OF WORK

- Effective
 Minimally Effective
 Ineffective

QUALITY OF WORK - ACCURACY/SAFETY

- Effective
 Minimally Effective
 Ineffective

EFFECTIVENESS WITH STUDENTS

- Effective
 Minimally Effective
 Ineffective

EFFECT ON FELLOW WORKERS

- Effective
 Minimally Effective
 Ineffective

EFFECTIVENESS WITH PUBLIC

- Effective
 Minimally Effective
 Ineffective

CONFIDENTIALITY - STUDENT AND STAFF

- Effective
 Minimally Effective
 Ineffective

JUDGMENT AND COMMON SENSE

- Effective
- Minimally Effective
- Ineffective

RESPONSIBILITY

- Effective
- Minimally Effective
- Ineffective

ATTENDANCE

- Effective
- Minimally Effective
- Ineffective

PERSONAL APPEARANCE

- Effective
- Minimally Effective
- Ineffective

COOPERATION WITH ADMINISTRATION

- Effective
- Minimally Effective
- Ineffective

CONCLUSIONS - (OVERALL)

- Effective
- Minimally Effective
- Ineffective

ADDITIONAL COMMENTS: _____

Evaluator's Signature _____ Date _____

Position _____

Employee's Signature _____ Date _____

Copy distribution: Employee (original) Personnel File (copy)

LETTER OF AGREEMENT

IMPLEMENTATION OF ESEA-NCLBA REQUIREMENTS

- A. All Title I/Federally funded instructional assistants must meet the requirements of the ESEA-NCLBA of 2001 no later than January 8, 2006.
- B. These individuals may elect to meet the educational requirements under ESEA-NCLBA in any of the following ways:
 - 1. Complete a minimum of forty-eight (48) semester hours of appropriate coursework at an NCATE accredited institution of higher education.
 - 2. Obtain an Associate's Degree or a higher degree.
 - 3. Pass a state academic assessment establishing that the instructional assistant has knowledge of, and the ability to assist in instructing reading, writing, and mathematics.
 - 4. Pass a local assessment defined by the mutual agreement of the Association and the District as meeting a rigorous standard of quality and demonstrate, through that local assessment, knowledge of, and the ability to assist in instructing reading, writing, and mathematics.
- C. An ESEA-NCLBA oversight committee composed of three (3) instructional assistants and three (3) administrators shall be formed. The instructional assistants who serve on this committee shall be recommended to the superintendent by the Association who shall appoint its members. The members of this committee shall review the credentials and assignments of all instructional assistants in the district and issue a report no later than November 1, 2004 regarding which instructional assistants are or are not yet highly qualified. The ESEA-NCLBA committee shall meet with those instructional assistants who are not highly qualified and review options available to them to become highly qualified. The committee members shall also affirm that individuals submitting completed portfolios have met the necessary requirements established by the Michigan Department of Education.
- D. An instructional assistant who has been recognized as highly qualified under the ESEA-NCLBA by this school district or the Michigan Department of Education as meeting the requirements of the ESEA-NCLBA statutes shall be recognized as highly qualified (for the assignment so recognized as requiring "highly qualified" status) by this school district for the duration of his/her employment, subject to changes in requirements in State or Federal legislation.
- E. An instructional assistant who has been recognized as highly qualified under the ESEA NCLBA in another school should provide that information to ESEA-NCLBA committee members for approval as meeting Gaylord Community School district standards for such recognition. If approved by members of the ESEA-NCLBA Committee, the instructional assistants shall be considered as being highly qualified in the appropriate instructional area.

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* _____

* NOTE: Timelines associated with a particular grievance may be modified or extended by mutual consent of GESPA and administrative representatives.

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature

Date

GRIEVANCE REPORT FORM (continued)

Page 2

C. Disposition – Supervisor/Principal: _____

Signature Date

D. Disposition of Grievant and/or Union/Association: _____

Signature Date

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

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee: _____

Signature Date

C. Position of Grievant and/or Union/Association: _____

Signature

Date

STEP III

A. Date Submitted to Arbitration: _____

B. Disposition & Award of Arbitrator: _____

Signature of Arbitrator

Date

NOTE: All provisions of Article 2 of the Agreement dated September 1, 2014, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX B

DENTAL COVERAGE

Coinsurance (Plan Pays)

Type 1 Procedures.....	100%
Cleanings, Exams, Fluoride for Children (age 13 and under), X-Rays, Bitewings, Other Procedures	
Type 2 Procedures.....	100%
Sealants, Amalgams, Oral Surgery - Simple Extractions, Root Canals, Gum Disease - Non-Surgical, Other Procedures	
Type 3 Procedures.....	80%
Space Maintainers, Anesthesia, Oral Surgery - Complex Extractions, Apicoectomy, Gum Disease - Surgical, Crowns, Dentures, Bridges, Onlays, Other Procedures	
Orthodontia Procedures.....	50%

Deductible Amounts

Type 1 Procedures.....	Waived
Type 2 and Type 3 Procedures	
Calendar Year-Per Person.....	\$0
Orthodontia Procedures	
Lifetime-Per Person.....	\$0

Maximum

Type 1, Type 2 and Type 3 Procedures	
Calendar Year-Per Person.....	\$2500
Orthodontia Procedures	
Lifetime-Per Person.....	\$1500

ALLOWANCE TABLE

Type 1 Procedures	U&C at 90%
Type 2 Procedures	U&C at 90%
Type 3 Procedures	U&C at 90%
Orthodontia Procedures	U&C

This form is a benefit highlight, not a certificate of insurance.

APPENDIX C

VISION COVERAGE

<u>Service</u>	<u>Benefits with Panel Doctor (*)</u>	<u>Maximum Covered Expense with Non Panel Doctor (*)</u>
Annual Exam	100% Covered	\$ 35.00 (****)
Frame	\$ 130.00 (**)	\$ 65.00 (****)
Single Lenses	100% Covered	\$ 25.00 per pair (****)
Bifocal Lenses *****(See Below)	100% Covered	\$ 40.00 per pair (****)
Trifocal Lenses *****(See Below)	100% Covered	\$ 55.00 per pair (****)
Contact Lenses Medically Necessary (***)	100% Covered	Up to \$ 200.00 (****)
Contact Lenses Elective (***)	Up to \$ 130.00 (****)	Up to \$ 104.00 (****)

* Patient is responsible for \$0.00 annual deductible on exams and \$0.00 annual deductible on lenses.

** EyeMed provides a \$ 130.00 allowance toward a new frame. If the Insured chooses a frame valued at more than the plan's allowance, you will receive a 20 percent discount on the amount over your frame allowance.

*** When contact lenses are selected:

1. The insured is eligible for an exam and contact lenses. Other limitations and provisions of the policy will apply. The benefit for the examination will be reimbursed as shown above.
2. The lens benefit will not be available for the next 12- or 24-month period following the date of service. See GR 3250 for a list of services not covered.
3. The insured will be responsible for the Fit and Follow-Up exam up to \$55.00 for a Panel Doctor and the full amount for a Non Panel Doctor.

**** Patient pays remainder.

This form is a benefit highlight, not a certificate of insurance.

APPENDIX D: FMLA

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

*Special hours of service eligibility requirements apply to airline flight crew employees.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

APPENDIX D: FMLA (Continued)

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

- FMLA makes it unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures