

AGREEMENT

between

ALLENDALE PUBLIC SCHOOL BOARD OF EDUCATION

and

ALLENDALE SUPPORT PERSONNEL ASSOCIATION – MEA/NEA

for the period from

July 1, 2010 through June 30, 2013

TABLE OF CONTENTS

<u>Article/Section</u>	<u>Subject(s)</u>	<u>Page(s)</u>
ARTICLE 1	Agreement.....	1
ARTICLE 2	Purpose and Extent.....	1
2.1	Agreement.....	1
2.2	Individual Agreements.....	1
2.3	Severability.....	1
ARTICLE 3	Recognition and Definitions.....	1
3.1	Bargaining Unit.....	1
3.2	Definitions.....	2
ARTICLE 4	Agency Shop and Payroll Deductions.....	3
4.1	Dues/Fees.....	3
4.2	Check-Off.....	4
4.3	Indemnification.....	4
4.4	Other Payroll Deductions.....	4
ARTICLE 5	Union Rights.....	5
5.1	Information.....	5
5.2	Use of Facilities.....	5
5.3	Mail/Notices.....	5
5.4	Special Conferences.....	5
5.5	Competing Organizations.....	5
ARTICLE 6	Employer Rights.....	6
6.1	Generally.....	6
6.2	Illustrative.....	6
ARTICLE 7	Bargaining Unit Member Rights and Protections.....	6
7.1	Individual Rights.....	6
7.2	Representation.....	6
7.3	Personnel Files.....	7
7.4	Discipline and Discharge.....	7
7.5	Sexual Harassment.....	7

<u>Article/Section</u>	<u>Subject(s)</u>	<u>Page(s)</u>
ARTICLE 8	Grievance Procedure	7
8.1	Definition	7
8.2	Exclusions	7
8.3	General Provisions	8
8.4	Specific Procedure	8
ARTICLE 9	School Closure	10
9.1	School Closing/Delay	10
9.2	Cancellation After Opening	10
9.3	Day Care/Latch Key	11
ARTICLE 10	Negotiations Procedure.....	11
10.1	Terms of Agreement	11
10.2	Negotiations Release Time	11
10.3	Negotiations	11
10.4	Agreement.....	11
10.5	Waiver Clause.....	12
ARTICLE 11	Work Schedules and Pay Periods	12
11.1	Work Schedules	12
11.2	Work Year.....	12
11.3	Summer Work.....	12
11.4	Lunch Periods	13
11.5	In-Service	13
11.6	Pay Period and Pay Day	13
11.7	Overtime Pay and Premium Pay	13
ARTICLE 12	General Working Conditions.....	14
12.1	Safety and Supplies.....	14
12.2	Student Discipline.....	14
12.3	Student Medication	14
12.4	Supervision	14
12.5	Expectations/Limitations	15
12.6	Pay Records.....	15
ARTICLE 13	Seniority	15
13.1	Probationary Employees	15
13.2	Seniority Defined	15
13.3	Seniority Lists	16
13.4	Loss of Seniority	16

<u>Article/Section</u>	<u>Subject(s)</u>	<u>Page(s)</u>
ARTICLE 14	Vacancies, Transfers, and Promotions.....	16
14.1	Vacancy.....	16
14.2	Posting.....	16
14.3	Notification and Application.....	17
14.4	Selection and Notice	17
14.5	Transfers	17
ARTICLE 15	Layoff and Recall	18
15.1	Layoff Defined	18
15.2	Layoff Procedures	18
15.3	Bumping.....	19
15.4	Substitute Priority	20
15.5	Recall	20
15.6	New Hires	21
ARTICLE 16	Paid Sick Days	21
16.1	Paid Sick Days	21
16.2	Sick Day Usage.....	22
ARTICLE 17	Leaves of Absence	22
17.1	Personal Business.....	22
17.2	Judicial Leave	23
17.3	Military Leave.....	23
17.4	Bereavement Leave.....	23
17.5	Family and Medical Leave.....	23
17.6	Unpaid Personal Leaves.....	24
ARTICLE 18	Paid Vacations	25
18.1	Vacation Eligibility	25
18.2	Vacation Benefit	25
18.3	Vacation Use	26
18.4	Pay Upon Termination.....	26
ARTICLE 19	Paid Holidays.....	26
19.1	Paid Holidays	26
19.2	Eligibility for Holiday Pay	27
19.3	Holiday Pay.....	27

<u>Article/Section</u>	<u>Subject(s)</u>	<u>Page(s)</u>
ARTICLE 20	Evaluations	27
20.1	Evaluations.....	27
ARTICLE 21	Insurance	28
21.1	Group Insurance - Eligibility and Benefits	28
21.2	Miscellaneous Insurance (and Related) Provisions.....	30
21.3	Continuation/Termination of Group Insurance Benefits/Payments.....	31
21.4	Programs, Carriers, Benefits and Responsibilities.....	32
21.5	Optional Coverage at Employee Expense.....	33
ARTICLE 22	Wages	34
22.1	Wage Schedules	34
22.2	Classification Descriptions	36
22.3	Placement and Advancement.....	36
ARTICLE 23	Duration of Agreement.....	38
	Letter of Understanding (Grandfathering for Group Insurance Benefits).....	39

ARTICLE 1

Agreement

This Agreement is entered into this 1st day of July, 2010, by and between the Allendale Support Personnel Association - MEA/NEA, hereinafter called the "Union," and Allendale Public Schools Board of Education, hereinafter called the "Employer."

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

ARTICLE 2

Purpose and Extent

2.1 Agreement.

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

2.2 Individual Agreements.

Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be superceded and replaced by the terms and conditions of this Agreement.

2.3 Severability.

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may only be modified or amended by written agreement of the parties. Should any provision of this Agreement be found by a court of competent jurisdiction to be contrary to law, or otherwise invalid or unenforceable, the parties shall meet within twenty (20) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement (unless modified or amended by written agreement of the parties).

ARTICLE 3

Recognition and Definitions

3.1 Bargaining Unit.

The Employer hereby recognizes the 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.), for the bargaining unit described as follows:

All regular full-time and regular part-time classroom, preschool, Day Care, Latch Key and Media Aides, but excluding all employees working exclusively as playground and/or lunchroom supervisors, and excluding all office/clerical, supervisory or confidential employees, and all other employees.

The foregoing bargaining unit description shall be construed to include Aides whose job assignment includes significant responsibility for student supervision in a classroom setting (e.g. Aide responsible for supervision of student detention room, etc.). The unit will include the Alternative Education Aide/Assistant, but exclude the Employment Training Specialist.

3.2 Definitions.

As used in this Agreement, the following terms shall have the following meanings (unless a different meaning is clearly indicated):

- a. "Employee" or "bargaining unit member" shall mean and refer to any employee of the Employer who is in the bargaining unit (described above) represented by the Union and who is, therefore, subject to this Agreement.
- b. Reference in this Agreement to the male gender shall include the female gender; and reference to the female gender shall include the male gender.
- c. "Employer" shall mean the Allendale Public School, including its Board of Education and its authorized administrative staff.
- d. "Regular full-time employee" shall (for purposes of this Agreement) generally mean and refer to an employee who is regularly scheduled for and normally works thirty-seven and one-half (37-1/2) or more hours per work week within the bargaining unit.
- e. "Regular part-time employee" shall (for purposes of this Agreement) generally mean and refer to an employee who is regularly scheduled for and normally works fifteen (15) or more hours per work week but less than thirty-seven and one-half (37-1/2) hours per work week within the bargaining unit.
- f. "Probationary employee" shall mean and refer to a bargaining unit member who is still in his/her probationary period pursuant to the probationary provisions of the Seniority Article of this Agreement.
- g. "Substitute employee" shall mean and refer to an employee who is temporarily filling the position of a bargaining unit member due to the bargaining unit member's absence or approved leave. A substitute employee shall not, however, be a bargaining unit member.

- h. "School-year employee" shall mean and refer to an employee whose bargaining unit position generally coincides with the school calendar and who is, therefore, regularly scheduled to work on school days when students are in attendance, but who is not employed on a twelve (12) month basis within the bargaining unit.
- i. "Full-year employee" shall mean and refer to an employee who is employed and regularly scheduled to work on a twelve (12) month basis within the bargaining unit.

ARTICLE 4

Agency Shop and Payroll Deductions

4.1 Dues/Fees.

a. Employees shall, upon completion of the probationary period prescribed in the Seniority Article of this Agreement and as a condition of continued employment, either: (a) become a member of, and pay dues and initiation fees (if any) to, the Union; or (b) pay a service fee to the Union, without becoming a member of it, in an amount (to be determined by the Union within applicable legal requirements) which shall not exceed the dues paid by members of the Union; or (c) make a fair share contribution to a charitable organization mutually agreeable to the employee and the Union if they have bona fide religious beliefs or convictions against paying dues or fees to the Union. Such fair share contributions, when allowed, shall be in an amount equal to the service fee otherwise payable to the Union and shall be made monthly (or at such intervals as may be required for the payment of dues or fees); and proof of such fair share contributions shall be furnished by the employee to the Union.

b. In the event employees who are obligated to pay dues, a service fee, or a fair share contribution (pursuant to Paragraph 4.1(a) above) fail or refuse to do so, the following procedures shall be followed:

- (1) The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event compliance is not effected. A copy of the notice shall be given to the Employer.
- (2) If the employee fails to timely remit the dues, service fee, or fair share contribution, or authorize deduction for same, the Union may request (in writing) the Employer to make such deduction.
- (3) The Employer, upon receipt of the Union's request for involuntary deduction, shall provide the employee with an opportunity for a hearing limited to the question of whether or not the employee has

remitted the dues, service fee, or fair share contribution, or authorized payroll deduction for same.

- (4) If the employee was obligated to pay dues, a service fee, or a fair share contribution (pursuant to Paragraph 4.1(a) above), and if the employee has failed or refused to do so, then the Employer shall, upon the Union's written request and to the extent permitted by law, deduct the dues, service fee, or fair share contribution from the employee's wages and remit same to the Union or the charity (as the case may be).

c. Due to legal requirements established in applicable court decisions, the amount of the service fee payable by non-members (along with other required information) may not be available for transmission to non-members until mid-school year (December, January or February). Consequently, the provisions of this Article relating to the payment or non-payment of service fees by non-members shall be activated thirty (30) days following the Union's notification to non-members (and the Employer) of the service fee for the school year. The Union shall also notify the Employer of the amount of Union dues.

4.2 Check-Off.

Employees may, by written and signed authorization, authorize the payroll deduction of Union dues, service fees, or fair share contributions. The dues or fees so deducted shall be remitted to the Union, or its designee, not later than thirty (30) days following such deduction; and the fair share contributions so deducted shall be remitted to the designated charitable organization. These payroll authorizations shall provide for such deductions to be made in ten (10) consecutive monthly installments, beginning in September and ending in June of each school year.

4.3 Indemnification.

The Union shall indemnify and save the Employer (including the Board and its Board members and including the District and its employees) harmless against and from any and all claims, demands, damages, suits, or other forms of liability that may arise out of or by reason of any action taken by it/them for the purpose of complying with the Agency Shop and/or Check-Off provisions of this Article.

4.4 Other Payroll Deductions.

In addition to the check-off provisions (above), employees may authorize (in writing) additional payroll deductions for such tax deferred annuity programs, savings bonds, charitable contributions, and other lawful purposes as are mutually acceptable to the Union and the Employer. Employees may also authorize (in writing) payroll deposits and/or deductions for banks and/or credit unions of their choosing (unless limited by the Employer).

ARTICLE 5

Union Rights

5.1 Information.

The Employer shall furnish to the Union, in response to its reasonable written requests, all information and/or records pertaining to the Employer to which the Union is legally entitled, either by virtue of its status as the exclusive representative of bargaining unit employees and/or pursuant to the Michigan Freedom of Information Act.

5.2 Use of Facilities.

Upon the Union's request and subject to the Employer's prior approval (not to be unreasonably withheld), the Union and its representatives shall be allowed to conduct Union business on the Employer's property, and to make reasonable use of the Employer's office equipment (including but not limited to, typewriters, computers, FAX, photocopiers, and audiovisual equipment) for Union business; provided, however, that any such use of the Employer's facilities and/or equipment shall: (1) not interfere with the Employer's operations; and (2) not interfere with any employee's duty time. The Union shall promptly pay any and all reasonable costs associated with its use of the Employer's facilities and/or equipment.

5.3 Mail/Notices.

The Union may post notices of its activities and matters of Union concern on a bulletin board designated by the Employer in each building or facility in which bargaining unit employees are regularly assigned. The Union shall have reasonable use, without cost to the Union, of the Employer's internal delivery system, provided such use does not interfere with the Employer's operation and/or with any employee's duty time. The Employer shall provide mailboxes for all employees.

5.4 Special Conferences.

Special conferences for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be promptly scheduled at times mutually agreeable to the parties.

5.5 Competing Organizations.

The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

ARTICLE 6

Employer Rights

6.1 Generally.

The Employer, on its own behalf and on behalf of the District's constituents and electors, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon or vested in it by the rules, regulations, laws and/or constitution of the State of Michigan and/or United States, or which have been properly exercised by it, except where expressly and specifically limited by the provisions of this Agreement.

6.2 Illustrative.

By way of illustration, but not of limitation, the Employer retains the right to establish and enforce rules, regulations and policies covering all employees and governing their employment with the Employer; to manage and control school property and facilities; to hire employees and to determine their qualifications and the conditions of their continued employment; to determine the size of the work force, to increase or decrease its size, and to determine the circumstances under which employees will be laid off or recalled; to discipline (up to and including discharge) employees; to determine the hours of work and working schedules of employees; to determine the work assignment(s) of employees and to transfer or reassign such employees, and to otherwise direct the work force in all regards; to use working supervisors and/or volunteers; and in all other respects to perform the customary and usual functions of management, except where expressly and specifically limited by the provisions of this Agreement.

ARTICLE 7

Bargaining Unit Member Rights and Protections

7.1 Individual Rights.

Nothing contained in this Agreement shall be construed to deny or restrict such rights and privileges as bargaining unit members may have under applicable state or federal laws or regulations, including (without limitation) laws or regulations prohibiting discrimination on the basis of race, age, religion, sex, national origin, height, weight, marital status, or any other legally prohibited factor(s). The rights and privileges granted to bargaining unit members pursuant to this Agreement shall be deemed to be in addition to those provided under applicable state or federal laws or regulations.

7.2 Representation.

A bargaining unit member shall be entitled to have a representative of the Union present during any meeting with the Employer which will or may (in the reasonable belief of the employee) result in disciplinary action against the employee. If such representation is requested by a bargaining unit member, the Employer shall refrain from taking any action against the employee, except for placing the employee on paid administrative leave (if deemed appropriate by the Employer), until a Union representative is present.

7.3 Personnel Files.

A bargaining unit member shall, upon reasonable requests and at reasonable intervals, be afforded an opportunity to review his/her personnel records and to have a representative of the Union accompany him/her in such review.

Complaints against a bargaining unit member shall (if they are to be placed in the employee's personnel file or used as the basis for the employee's discipline): (a) be reduced to writing, (b) identify the name(s) of the complainant(s) if known, (c) be investigated by (or on behalf of) the District to determine accuracy (i.e. complaints determined to be false shall not be placed in employee's file or used as a basis for the employee's discipline), and (d) be brought to the attention of the employee. If the employee disagrees with the written complaint(s), or with any disciplinary record(s) contained in his/her personnel file, the employee may submit a written dated and signed response or reply and (in such event) the same shall be attached to the file copy of the complaint or disciplinary record.

7.4 Discipline and Discharge.

No non-probationary employee shall be disciplined without just cause. As used in this Agreement, the term "discipline" shall include any level of discipline up to and including discharge. The reason(s) for disciplinary action against a non-probationary employee shall be presented to the employee when the discipline is imposed.

7.5 Sexual Harassment.

A copy of the Board's policy pertaining to and prohibiting sexual harassment shall be issued to each employee following his/her employment, and thereafter as and when the policy is amended.

ARTICLE 8

Grievance Procedure

8.1 Definition.

A grievance shall be defined as an official complaint filed by an employee, group of employees, or the Union based on alleged violations of specific provisions of this Agreement.

8.2 Exclusions.

Notwithstanding the foregoing definition, it is understood and agreed that the following matters are not subject to and may not be processed under the grievance procedure contained in this Agreement:

- (a) Employee evaluations, except with respect to procedural violations;
and

- (b) The termination or non-renewal of any probationary employee.

8.3 General Provisions.

- (a) All grievance documents or records shall be filed separately from the personnel files of the participants.

- (b) Nothing contained herein shall be construed as limiting the right of a grievant to discuss a matter informally with any appropriate member of the administration in an effort to resolve the matter without recourse to the grievance procedure; provided, however, that any such resolution shall not be inconsistent with the terms of this Agreement unless the Union was allowed to participate in the resolution and concurs with it.

- (c) The term "days," as used in this grievance procedure, shall mean and refer to school days (i.e. days when students are scheduled to be in attendance).

- (d) The number of days indicated at each level of the grievance procedure shall be considered a maximum, and the parties shall attempt to expedite the process when reasonably possible. The time limits contained in the grievance procedure may be compressed or extended, in writing, by mutual consent.

- (e) A grievance which is not timely filed or appealed shall be considered as dropped or abandoned, and may not thereafter be processed. In the event the administration fails or neglects to issue a timely answer or response, the grievance will be deemed to have been denied and may be appealed to the next level.

- (f) Grievances may, upon mutual agreement of the parties, be filed at Level Two or Level Three of the grievance procedure; provided, however, that such filing shall not alter the timeliness and procedural (i.e. contents of written grievance) requirements of Level One and/or Level Two.

- (g) No reprisals of any kind shall be taken by or against any party or any participants in the grievance procedure by reason of such party's or participant's good faith participation.

8.4 Specific Procedure.

In addition to the foregoing, the specific procedures below shall be followed:

- (a) Level One - Informal Meeting:

When a bargaining unit member(s) or the Union believe(s) a grievable event has occurred, and if it is to be grieved, the affected employee(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the matter informally.

The meeting must be requested within thirty (30) days following the grievable event, or (if the grievable event could not have been detected) within thirty (30) days following the time when it might have been detected, but in no event later than sixty (60) days following the grievable event.

The immediate supervisor shall meet with the grievant and the Union within ten (10) days following the request for an informal meeting. If the matter is not promptly and satisfactorily resolved pursuant to this informal step, a written grievance may be filed as provided in Level Two (below).

(b) Level Two - Immediate Supervisor:

- (i) If a grievance is not promptly and satisfactorily resolved at Level One (above), a formal grievance may be filed subject to and in accordance with the following terms and conditions:
 - a. The grievance must be in writing, and must be filed with the principal or appropriate administrator within ten (10) days following the informal meeting held pursuant to Level One (above).
- (ii) The written grievance must also include the following:
 - a. It shall be identified as "individual" or "Union," and shall be signed by the individual(s) or a Union representative (as the case may be);
 - b. It must identify the specific provision(s) of this Agreement which have been allegedly violated;
 - c. It must state the facts supporting the alleged violation; and
 - d. It must specify the relief requested.
- (iii) The principal or appropriate administrator will respond to the grievance, in writing, within ten (10) days following receipt of the grievance at Level Two.

(c) Level Three - Superintendent:

- (i) If a grievance is not satisfactorily resolved at Level Two, the grievant may appeal it to the Superintendent, in writing, within ten (10) days following issuance of the Level Two written answer (or following the time

when it should have been issued if it was not timely issued).

(ii) Within ten (10) days of the receipt of the grievance, the Superintendent (or his/her designee) shall meet with the grievant and/or the Union to hear and discuss the grievance.

(iii) Within ten (10) days following the meeting at Level Three, the Superintendent (or his/her designee) shall render a written decision on the grievance.

(d) Level Four - Mediation:

If a grievance is not satisfactorily resolved at Level Three, the parties agree to participate in non-binding mediation with a state appointed mediator. The Union must notify the District and request the appointment of a mediator within thirty (30) days of the written decision of the Superintendent (or designee).

(e) Level Five - Court:

If a grievance is not satisfactorily resolved at Level Four, the Union may take its complaint to a court of competent jurisdiction, and must notify the Employer in writing of its intent to do so, within thirty (30) days following the last mediation date at Level Three.

ARTICLE 9

School Closure

9.1 School Closing/Delay.

When inclement weather (e.g. "snow days") or other acts of God, or an Employer directive, force the closing or delayed start of school for students prior to the start of the school day, bargaining unit members (exclusive of Day Care and Latch Key Aides) shall be excused from reporting for duty, without loss of pay, during the period of the school closing or delayed start.

9.2 Cancellation After Opening.

If school is canceled for students after employees have reported for their scheduled work, bargaining unit members (exclusive of Day Care and Latch Key Aides) shall be dismissed and excused from work for the balance of the school day without loss of pay.

9.3 Day Care/Latch Key.

a. Due to the nature of the programs in which they work, bargaining unit members employed as Day Care Aides or Latch Key Aides shall report for and work their regularly scheduled hours, notwithstanding school closings or delayed starts or cancellations after opening, unless they are expressly excused from doing so by an authorized administrator. Such employees shall, however, receive both the school closing or delayed start or cancellation pay for which they would otherwise have been eligible and their regular hourly rate of pay for the hours they actually work.

b. If a Day Care or Latch Key Aide is unable (by virtue of the inclement weather) to work his/her scheduled hours during a period when school is closed or delayed (pursuant to Paragraph 9.1 above), such Day Care or Latch Key Aide shall receive the pay prescribed in Paragraph 9.1, and any other bargaining unit member called in to work the Day Care or Latch Key Aide's lost hours shall receive both the closing or delayed start pay and their regular hourly rate of pay for the hours they actually work.

ARTICLE 10

Negotiations Procedure

10.1 Terms of Agreement.

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Upon mutual consent, however, the parties may agree to renegotiate the provisions of this Agreement, or to negotiate other subjects of bargaining, during this Agreement.

10.2 Negotiations Release Time.

When negotiations are conducted during regular work hours, released time without loss of pay may, in the Employer's discretion, be provided for the Union's representatives.

10.3 Negotiations.

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement, (except for such letters of understanding as may be mutually agreed upon from time to time) shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The time(s) and place(s) for negotiations shall be subject to agreement by the parties.

10.4 Agreement.

There shall be two (2) signed copies of any final agreement. At least one (1) copy shall be retained by the Employer and at least one (1) by the Union.

10.5 Waiver Clause.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 11

Work Schedules and Pay Periods

11.1 Work Schedules.

(a) Work schedules, including regularly scheduled work days and work hours (and including normal starting times and ending times) shall be as determined by the Employer. Tentative work schedules shall be prepared and given to each employee by August 1st or as soon thereafter as reasonably possible.

(b) Work schedules shall be subject to change as the Employer's needs may require; and the Employer reserves the right to make changes in work schedules. Advance notice of schedule changes shall be given to the affected employees at least seven (7) days prior to the scheduled date of change wherever reasonably possible.

11.2 Work Year.

(a) Day Care employees, (and Latch Key employees in years the District offers a full year Latch Key program), shall generally be scheduled on a full calendar year (52 week) basis, exclusive of any breaks or holidays for which they are eligible.

(b) All other employees (i.e. those not subject to Paragraph 11.2(a) above) shall generally be scheduled on a school year (i.e. consistent with the student calendar) basis, exclusive of any breaks or holidays for which they are eligible. Employees shall attend four (4) hours of staff or internal professional development meetings per school year, as assigned by the building administrator.

11.3 Summer Work.

School year employees (i.e. those who are not normally scheduled to work during the summer break) who agree to perform scheduled bargaining unit work during the summer break shall receive the pay rate applicable to the classification or position to which they are assigned.

11.4 Lunch Periods.

(a) Day Care employees working more than four (4) consecutive hours per work day, (and Latch Key employees when they are working an all day Latch Key schedule), shall receive a thirty (30) minute paid lunch period during which they will be "on call."

(b) All other employees (i.e. those not subject to Paragraph 11.4(a) above) working more than four (4) consecutive hours per work day shall be entitled to a thirty (30) minute duty-free and unpaid lunch period; provided, however, that if they are required by the Employer to work during their lunch period it shall then be paid.

(c) All lunch periods shall occur at such times as the Employer may determine, consistent with its needs.

11.5 In-Service.

(a) Employees may request approval to attend additional in-service training opportunities, and if approved (in the Employer's discretion) shall be paid their regular rate of pay for the actual in-service training time. With respect to such voluntary in-service training, the Employer shall also pay such associated training fees or costs (e.g. registration fees, course materials, meals, travel, lodging, etc.) as are approved by the Employer (in its discretion) in writing in advance.

(b) Employees who are required by the Employer to attend in-service training opportunities shall be paid their regular rate of pay for the actual in-service training time. With respect to such required in-service training, the Employer shall pay all associated training fees or costs (e.g. registration fees, course materials, meals, travel, lodging, etc.).

(c) To meet special education aide qualifications, an aide must complete all of the following within one (1) year of accepting the position (provided the trainings are offered by the ISD or another approved training facility: (1) at least one Autism Spectrum Disorder (ASD) training; (2) one Crisis Prevention Intervention (CPI) training; and (3) one Para-pro training. The district will pay the registration cost and mileage for these trainings, if not completed on site.

11.6 Pay Period and Pay Day.

The Employer has a two (2) week pay period which ends at 11:00 p.m. every other Saturday. All hours worked during such pay period will be paid on or before the following Friday, provided the employee has timely complied with all reporting requirements (e.g. submission of proper time card, etc.).

11.7 Overtime Pay and Premium Pay.

(a) Time and one-half (1-1/2) an employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours per work week. For purposes of this paragraph, a "work week" shall mean a seven (7) day period from 11:00 p.m. to 11:00 p.m. on successive Saturdays.

(b) No overtime hours shall be worked without the Employer's prior approval, except in the case of an emergency.

(c) Overtime eligibility shall be based solely on hours actually worked - i.e. paid time off (e.g. for vacations, holidays, sick leave, etc.) shall not be counted as hours worked for overtime purposes.

(d) Employees who are required by the Employer to work on a Sunday or a paid holiday (recognized pursuant to this Agreement) shall receive two (2) times their regular rate of pay for all such hours worked; provided, however, that this provision shall not apply to any employee whose regular work schedule includes Sundays or holidays.

(e) There shall be no pyramiding of overtime and premium pay - i.e. no hours shall be paid at more than twice the employee's regular hourly rate.

ARTICLE 12

General Working Conditions

12.1 Safety and Supplies.

The Employer will take reasonable and appropriate measures to ensure that employees are not subjected to working conditions which materially endanger their health and safety. The Employer shall provide, or cause to be provided, such instruction, supplies and/or equipment as may be reasonably required to enable employees to perform their assigned duties.

12.2 Student Discipline.

The Employer will provide employees with administrative support and assistance including, but not limited to, the establishment, distribution, and enforcement of rules and regulations governing student conduct. Employees may request a copy of the district rules and regulations governing student conduct at the commencement of each school year.

12.3 Student Medication.

To the extent bargaining unit employees may be called upon (if at all) to dispense medication to students, they shall do so only in accordance with the District's formal policy governing the dispensing of medication to students. Employees shall be given a copy of this policy upon employment in the bargaining unit, and thereafter as and when the policy is amended. If medical or similar procedures are required, volunteers will be sought within the building to perform said procedures. Employees will be trained by a licensed/certified trainer regarding medical procedures. Employees shall be paid their regular hourly rate to attend training that occurs outside of normal working hours.

12.4 Supervision.

The Employer shall, with respect to each employee, designate one or more persons who will serve as the employee's primary supervisor(s); and notification of such designation shall be provided to each employee.

12.5 Expectations/Limitations.

(a) Bargaining unit members shall not be expected or required to substitute, at any time, for certified classroom teachers.

(b) Employees shall not be expected or required to perform personal (i.e. non-school related) work for the teachers, administrators or others with whom they work.

(c) Employees shall be paid their normal hourly wage rate for any work outside the employee's normal work day (e.g. for parent/teacher conferences, open houses, committee meetings, graduation ceremonies, required CPR and/or first aid training, etc.) if such work is required by the Employer in the employee's capacity as a bargaining unit member.

(d) To the extent reasonably possible, an employee shall not be required to work in a given facility alone.

12.6 Pay Records.

Employees may obtain from the District's business or payroll office information pertaining to their accumulated paid sick leave, paid vacation leave, paid personal leave, and annual hours worked.

ARTICLE 13

Seniority

13.1 Probationary Employees.

Each employee shall be considered to be on probation, and shall have no seniority, until the employee completes sixty (60) days of work in a bargaining unit position. During the probationary period, an employee may be laid off or discharged by the Employer without regard for the provisions of this Agreement and without recourse to the grievance procedure. The Employer shall have no obligation to rehire or recall an employee who is laid off or discharged during the employee's probationary period, or to retain any employee for the full length of probation. Upon successful completion of the probationary period, an employee shall attain seniority effective retroactively to the employee's last hiring date in a bargaining unit position.

13.2 Seniority Defined.

Seniority shall be defined as an employee's length of employment with the Employer since the employee's last hiring date in a bargaining unit position. In the event more than one employee hired (into the bargaining unit) after 6-1-04 has the same hiring date, such employee's position on the seniority list shall be determined by the last four Social Security digits. The person with the highest number shall have the greatest seniority.

13.3 Seniority Lists.

A current seniority list (unit-wide) shall be prepared by the Employer and shall be provided to the Union promptly following execution of this Agreement; and a revised seniority list (unit-wide) shall be prepared by the Employer and shall be provided to the Union at least annually thereafter.

13.4 Loss of Seniority.

An employee shall lose all seniority, and the employment relationship shall cease, upon the happening of any of the following events:

- (a) The employee quits, resigns or retires;
- (b) The employee is discharged or terminated;
- (c) The employee is laid off without recall rights (e.g. if probationary) or is laid off for a continuous period in excess of three (3) years (e.g. if a seniority employee); or
- (d) The employee fails to timely return to work as scheduled following an approved leave of absence; or the employee fails to report for work (within the time required in this Agreement) following a recall from layoff.

ARTICLE 14

Vacancies, Transfers, and Promotions

14.1 Vacancy.

As used in this Article, a "vacancy" shall mean and refer to a bargaining unit position, whether newly-created or resulting from a departure, that is not filled. Vacancy shall not, however, include either: (a) a temporary opening during a bargaining unit member's leave of absence, or (b) an existing position which is being expanded or constricted (e.g. in scheduled hours).

14.2 Posting.

All vacancies shall be posted, in the office (or in some other conspicuous place) in each District building to which any bargaining unit member is regularly assigned, for a period of ten (10) or more calendar days before filling the vacancy on a regular basis. The Employer may, however, fill a vacancy on a temporary basis when reasonably necessary during the posting period. Said posting shall include:

- (a) The job title or type of work;
- (b) The classification and rate of pay;

- (c) The anticipated starting date, position location(s), and work hours; and
- (d) A description of any formal qualifications or credentials (e.g. certifications, etc.) required for the position.

14.3 Notification and Application.

(a) If the initial posting occurs during a summer recess period, all bargaining unit members will receive notification of the vacancy via email.

(b) Persons interested in the posted vacancy may apply, in writing, to the Superintendent (or his/her designee) within the ten (10) calendar day posting period. Applications received thereafter may, but need not, be considered.

14.4 Selection and Notice.

(a) The Employer shall select the applicant who, in its reasonable opinion, is the best qualified. However, if two or more applicants are, in the Employer's reasonable opinion, equally qualified, the Employer shall select the most senior such applicant.

(b) The Union shall be notified of the applicant having been selected; and any unsuccessful applicants shall be so notified.

14.5 Transfers.

(a) Involuntary transfers between positions may be made when, in the reasonable opinion of the Employer, they are necessary or advisable. Such involuntary transfers shall not, however, be made for reasons which are arbitrary or capricious. Before making an involuntary transfer pursuant to this paragraph, however, the Employer shall consult with the Union President or Vice President to explore the possibility of making a mutually acceptable (i.e. to the Employer and the Union) switch in the assignments of two or more employees.

(b) Employees shall not be placed on a lower step of the wage schedule due to a transfer between positions, whether voluntary or involuntary; and transferred employees shall not suffer any loss of seniority, or of accrued but unused benefits (e.g. paid vacation, paid holiday, paid sick leave, paid personal days, etc.), as a result of a transfer between positions.

(c) The benefits employees receive following a transfer between positions, whether voluntary or involuntary, shall be those applicable to the new position.

(d) An employee who is involuntarily transferred from one position to another for reasons unrelated to the employee's job performance shall be afforded the first opportunity to return to his/her former position (i.e. from which he/she was involuntarily transferred) when the former position next becomes vacant. The Employer shall not, in such event, be required to post the vacancy unless the employee declines reassignment to his/her former position.

ARTICLE 15

Layoff and Recall

15.1 Layoff Defined.

- (a) A layoff means a reduction in the bargaining unit work force (beyond normal attrition) for any reason determined by the Employer.
- (b) The Employer shall determine the classification(s) affected and the positions to be eliminated.
- (c) A layoff may involve either the elimination of positions and/or a reduction in work hours; provided, however, that a work hour reduction shall only be deemed a layoff (i.e. partial layoff) if it reduces the employee's bargaining unit work schedule by forty (40) or more hours per month.
- (d) Notwithstanding paragraph 15.1(c) above, employees working as Day Care, Latch Key or Health Aides shall not be deemed partially laid off regardless of any reduction in their work schedules; and such Day Care, Latch Key and Health Aides shall have no bumping rights upon a reduction of their work schedules.

15.2 Layoff Procedures.

When a layoff occurs within the bargaining unit, the following procedures shall be followed:

- (a) Temporary or substitute (i.e. non-bargaining unit) employees shall be laid off first, provided there are probationary or seniority (i.e. non-probationary) employees who are qualified, in the reasonable opinion of the Employer, to fill the remaining positions.
- (b) Probationary employees shall be laid off next, provided there are seniority (i.e. non-probationary) employees who are qualified, in the reasonable opinion of the Employer, to fill the remaining positions.
- (c) If seniority (i.e. non-probationary) employees are to be laid off, the least senior employee(s) in the classification(s) within which the layoff(s) are to occur shall be laid off first, provided there are other seniority employees within such classification(s) who are qualified, in the reasonable opinion of the Employer, to fill the remaining positions.
- (d) Written notification of layoff shall be given the employee(s) being laid off not less than thirty (30) calendar days before the effective date of the layoff.
- (e) Employees remaining following a layoff shall be subject to such transfers or reassignments within the bargaining unit as may be

deemed reasonably necessary by the Employer to fill the remaining positions.

15.3 Bumping.

Upon being laid off pursuant to this Article, seniority (i.e. non-probationary) employees only shall have bumping rights as follows:

- (a) A laid off seniority employee may bump the least senior employee in a "substantially equivalent" assignment or position in the same classification or in a lower paying classification. (As used in this section, the term "substantially equivalent" shall mean and refer to aggregate annual bargaining unit hours which are within ten percent (10%), whether greater or lesser, when comparing the normal or regular hours for the assignments or positions.)

If there is no position having "substantially equivalent" hours into which a laid off employee is eligible to bump, then the laid off employee may bump the least senior employee whose aggregate annual bargaining unit hours are otherwise most comparable (whether greater or lesser).

- (b) Notwithstanding the provisions of Section 15.3(a) above, the following bumping provisions shall also apply:
 - (i) Bumping of a more senior employee or of an employee in a higher paying classification shall not be allowed.
 - (ii) A part-time employee shall not be allowed to bump a full-time employee. (Solely for purposes of applying this bumping limitation, "part-time" shall mean less than twenty (20) regularly scheduled hours per week; and "full-time" shall mean twenty (20) or more regularly scheduled hours per week.)
 - (iii) Bumping shall only be allowed if the laid off employee is qualified, in the reasonable opinion of the Employer, to fill the position or assignment.
 - (iv) If multiple employees are being laid off at the same time, then the order of bumping shall begin with the least senior laid off employee and proceed through the most senior laid off employee. Each such laid off employee may either forego bumping or exercise his/her bumping rights in accordance with the provisions and limitations of this Section 15.3.

- (c) An employee having bumping rights pursuant to this Article must exercise the same (if at all), in writing, to the Superintendent (or his/her designee) within three (3) calendar days of being notified of the layoff. Upon the exercise of the foregoing bumping rights, the least senior person being bumped shall in turn be laid off and so notified.

15.4 Substitute Priority.

To the extent seniority (i.e. non-probationary) employees are laid off and retain recall rights pursuant to this Article, such employees shall be given priority consideration (based on their seniority) for any temporary substitute assignments within the bargaining unit for which they are qualified (in the reasonable opinion of the Employer).

15.5 Recall.

If the Employer determines to increase the size of the bargaining unit work force following a layoff, by recreating one or more bargaining unit positions, or when a vacancy occurs due to a resignation, termination or retirement, the following recall provisions or procedures shall apply:

- (a) Recall rights shall only be afforded to seniority (i.e. non-probationary) employees who have been laid off for a period not exceeding three (3) years.
- (b) Seniority employees having recall rights shall be recalled, in the order of their seniority (i.e. most senior first), to bargaining unit positions for which they are qualified (in the reasonable opinion of the Employer).
- (c) Recall notices shall be sent, by certified or registered mail, to the last known address of the employee being recalled. The recall notice shall state the date upon which the employee is to report back to work. It shall be the bargaining unit member's responsibility to notify the Employer of his/her current address. Recall notices shall be deemed to have been given upon mailing as herein provided. Recalled employees shall have at least fifteen (15) calendar days, following mailing of the recall notice, within which to notify the Employer of his/her intent to report for work on the date prescribed. The Employer may, however, fill the position on a temporary basis during this period.
- (d) All bargaining unit positions shall be posted and filled by qualified internal candidates whenever possible. Positions not filled by internal candidates will then be filled by employees eligible to be recalled from layoff.
- (e) An employee who declines recall to a position which is equivalent or superior (in pay and/or benefits) to the position from which the

employee was laid off shall forfeit all further recall rights. An employee who accepts recall to a position which is inferior (in pay and/or benefits) to the position from which the employee was laid off shall retain recall rights (for the balance of the recall period) to a position which is equivalent or superior (in pay and/or benefits) to the position from which the employee was laid off.

15.6 New Hires.

New hires shall not be employed (i.e. paid) to perform bargaining unit work while there are bargaining unit members laid off who retain recall rights and are qualified, in the reasonable opinion of the Employer, for the available work.

ARTICLE 16

Paid Sick Days

16.1 Paid Sick Days.

(a) Employees shall earn one (1) paid sick day (equal to eight [8] hours) for each one hundred twenty (120) paid hours of bargaining unit work during each fiscal year (July 1 through June 30), up to a maximum of twelve (12) paid sick days in any given fiscal year. Paid sick days earned but unused may be accumulated and carried over, from one fiscal year to the next, up to but not exceeding a total of sixty (60) paid sick days.

(b) Notwithstanding the paid sick day earning rate prescribed in sub-paragraph (a) above, employees shall (at the beginning of each school year) be credited with the amount of paid sick time they are expected (based on their bargaining unit work schedule) to earn during the year. Subsequent adjustments, however, shall be made as follows:

- (i) If, upon completion of the school year, it is determined that the employee should have earned more paid sick time than was credited at the beginning of the school year, the employee will have the additional paid sick time earned (up to the annual and carryover maximums prescribed above) credited to his/her paid sick time allowance.
- (ii) If the employee used paid sick time in excess of what should have been available (i.e. based on the carryover allowance and earning rate prescribed above), then and in such event the Employer shall adjust (i.e. downward) the employee's paid sick time allowance for the next year by the amount of paid sick time used in excess of the above earning rate.
- (iii) If an employee resigns or is terminated at a time when he/she has used paid sick time in excess of the carryover allowance and earning rate prescribed above, the employee shall repay the Employer for the

amount of such excess use. Such repayment may be made by deducting the amount of such excess from any wage or other payments remaining due the employee at the time of separation or otherwise by direct reimbursement from the employee.

16.2 Sick Day Usage.

Paid sick days may be used by employees for the following reasons and subject to the following conditions:

- (a) Paid sick days may be used in the event an employee is unable to work due to the employee's personal illness, injury or disability.
- (b) Up to three (3) paid sick days per fiscal year may be used in connection with the illness, injury or disability of an employee's immediate family (defined as spouse and/or children).
- (c) In the event an employee is unable to work due to an illness, injury or disability compensable under the Worker's Disability Compensation Act, paid sick days may be used on a pro-rata basis to make up the difference between the employee's workers compensation benefits and his/her regular pay.
- (d) As a condition of receiving paid sick days, employees shall provide such evidence or verification of paid sick day eligibility as the Employer may reasonably require.

ARTICLE 17

Leaves of Absence

17.1 Personal Business.

(a) Two (2) paid personal business days per fiscal year, pro-rated for part-time employees based on their part-time status in relation to full-time status, shall be granted to each employee. Paid personal business days shall be used at times mutually agreed upon by the employee and his/her supervisor.

(b) Unused paid personal days may not be accumulated or carried over from one fiscal year to the next. An unpaid personal business day shall, however, be added to the employee's paid sick time accumulation if (but only if) the employee's paid sick time accumulation is then below the maximum allowed.

17.2 Judicial Leave.

(a) An employee who is unable to work due to jury duty shall be given a leave of absence and shall be paid the difference between the jury duty pay and his/her regular pay for the work hours lost due to the jury duty.

(b) An employee who is subpoenaed to appear as a witness in a judicial or administrative proceeding shall be given a leave of absence for such purpose. If the subpoena results from the employee's employment with the District (e.g. in a case involving a student, a student's parents, etc.), then the employee shall be paid the difference between the witness fees and his/her regular pay for the work hours lost due to the subpoena.

17.3 Military Leave.

Upon entering any branch of the U.S. Armed Forces, and to enable participation in any training required by a military reserve unit, employees shall be given an unpaid leave of absence for such purpose(s). Employees who are honorably discharged from such military service shall have such re-employment rights as are afforded under federal law.

17.4 Bereavement Leave.

(a) Employees shall be granted up to three (3) days of paid bereavement leave, pro-rated for part-time employees based on their part-time status in relation to full-time status, for scheduled work days missed due to the death of an employee's immediate family member. As used in this paragraph, the term "immediate family member" includes: spouse, child, step-child, parent, brother, sister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, step-grandchildren, foster children, or other family members residing in the employee's household.

(b) Paid bereavement leave shall not be granted on a paid holiday or during any leave of absence (paid or unpaid).

17.5 Family and Medical Leave.

(a) A leave of absence of up to twelve (12) weeks during any consecutive (i.e. rolling) twelve (12) month period shall be granted to eligible employees in accordance with the Family and Medical Leave Act ("FMLA") for the purposes permitted by the FMLA. Such purposes include:

- (1) The birth or placement for adoption or foster care of a child (up to one year from the date of birth or placement);
- (2) Because of a serious health condition of an employee's spouse, child or parent;
- (3) Because of an employee's own serious health condition.

(b) For FMLA leave purposes, the terms "child" and "parent" shall be as defined in the FMLA and/or its applicable regulations. As currently defined, the term "child" means a biological,

adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing *in loco parentis*, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability; and the term "parent" means a biological parent or an individual who stood *in loco parentis* to the employee when the employee was a child. ("Parent" does not include "in-laws.")

(c) To be eligible for a FMLA leave, an employee must have worked for the District: (1) for at least twelve (12) months, and (2) for at least 1,250 hours during the preceding twelve (12) month period.

(d) Employees seeking to use FMLA leave shall provide reasonable advance notice of the need to take FMLA leave when the need is foreseeable.

(e) Employees seeking to use (and/or using) FMLA leave may be required to provide:

(1) Medical certifications supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;

(2) Periodic reports during FMLA leave on the employee's status and intent to return to work; and/or

(3) Such further medical opinions and/or fitness certification as may be permitted by the FMLA (in accordance with the FMLA).

(f) An FMLA leave may be taken on an intermittent or reduced schedule basis, to the extent permitted and in the manner prescribed by the FMLA, when medically necessary.

(g) Paid sick leave time shall be counted as part of the FMLA leave time when the FMLA leave is used for purposes for which paid sick leave is available and applicable. All other FMLA leave time shall, however, be unpaid.

(h) Limitations found under Section 108 of the FMLA (pertaining to "special rules concerning employees of local educational agencies") shall apply; and the Employer reserves all rights conferred upon school districts under the FMLA.

(i) All FMLA leaves shall be subject to and administered in accordance with the FMLA and its applicable regulations; and, in the event of conflict between the provisions of the FMLA and its regulations and the provisions of this Agreement, the provisions of the FMLA and its regulations shall control.

17.6 Unpaid Personal Leaves.

Employees who are not eligible for paid sick leave, paid bereavement leave, FMLA leave, or other leaves of absence specified above, may request (in writing) an unpaid personal leave of absence. The granting or denial of any such unpaid personal leave of absence shall be in the Employer's discretion; and neither the granting nor denial of any such unpaid personal leave in any given case shall constitute any practice or precedent with respect to any other case. Any such

personal leave, if granted, shall not be for any period in excess of one (1) year; and the renewal or extension (if any) of any such unpaid personal leave shall also be in the Employer's discretion.

ARTICLE 18

Paid Vacations

18.1 Vacation Eligibility.

The following employees shall be eligible for paid vacation benefits:

- (a) Any full-year employee (as defined in Paragraph 3.2i) who has worked for the Employer for at least one (1) year and who is regularly scheduled for 1,600 or more hours of bargaining unit work per fiscal year (July 1 through June 30); and
- (b) Any employee who, during the immediately preceding fiscal year (July 1 through June 30), worked 1,600 or more hours for the Employer in any capacity (i.e. after aggregating the employee's bargaining unit hours and any other hours [e.g. summer custodial work, etc.]) and who worked throughout the fiscal year (i.e. on a 12 month basis.)

18.2 Vacation Benefit.

Employees who are eligible for paid vacation benefits during a given fiscal year, whether pursuant to Paragraph 18.1(a) or 18.1(b) above, shall receive the following paid vacation benefit:

- (a) An employee who has completed one (1) year of employment shall, during the fiscal year of eligibility, receive five (5) paid vacation days. Such paid vacation days shall be pro-rated (i.e. for employees whose work day hours fluctuate, a reasonable pay period average shall be used).
- (b) An employee who has completed two (2) or more years of employment shall, during the fiscal year of eligibility, receive ten (10) paid vacation days. Such paid vacation days shall be pro-rated (i.e. for employees whose work day hours fluctuate, a reasonable pay period average shall be used).
- (c) A full-year employee (as defined in Paragraph 3.2i) who has completed five (5) or more years of employment and is regularly scheduled for 1,600 or more hours of bargaining unit work per fiscal year shall, during the fiscal year of eligibility, receive fifteen (15) paid vacation days. Such paid vacation days shall be pro-rated (i.e. for employees whose work day hours fluctuate, a reasonable pay period average shall be used).

18.3 Vacation Use.

(a) All paid vacation days shall be taken in increments of not less than one-half (1/2) day, at times approved in advance by the employee's supervisor.

(b) Any unused paid vacation time may not be accumulated and shall not be carried over from one fiscal year to the next; and unused paid vacation time shall be lost. Notwithstanding the foregoing, however, if an employee is unable to take his/her accrued paid vacation time solely as a result of the Employer's refusal to approve it, then any earned but unused paid vacation time lost solely due to such refusal shall be paid upon conclusion of the fiscal year; provided, however, that this pay in lieu of vacation provision shall not apply to vacation time sought and denied during the last thirty (30) days of a fiscal year.

18.4 Pay Upon Termination.

(a) If and to the extent vacation pay has been earned but not paid at the time of an employee's voluntary termination of employment, and if the employee gave the Employer at least fourteen (14) calendar days' advance written notice before such termination, then such earned vacation pay will be paid to the employee upon termination; provided, however, that paid vacation days may not be used to satisfy the advance notice requirement. Notwithstanding the above provisions of this section, the Employer may in its sole discretion waive the fourteen (14) calendar day notice requirement under extenuating circumstances.

(b) In the event of an employee's death, any unused paid vacation for which the employee was eligible shall be paid to the named beneficiary or, in the absence of such designation, to the personal representative of the employee's estate.

(c) No vacation pay shall be made to employees upon discharge for gross misconduct.

ARTICLE 19

Paid Holidays

19.1 Paid Holidays.

(a) All employees shall have the following days off with pay:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Day after Christmas
New Year's Eve Day
New Year's Day
Memorial Day

(b) Full-year employees (as defined in Paragraph 3.2i) shall also have Independence Day off with pay. Similarly, if a school-year employee is employed by the District (in any capacity) throughout the summer recess period (i.e. exclusive of paid vacation time, etc.), such employee shall also have Independence Day off with pay.

(c) When a designated holiday falls on a Saturday or Sunday, it will instead be observed on an alternate day of the Employer's choosing - generally the preceding Friday or the following Monday (provided school is not in session).

19.2 Eligibility for Holiday Pay.

(a) To be eligible for holiday pay, an employee must have worked his/her last scheduled work day immediately preceding and his/her first scheduled work day immediately following the holiday unless the employee's absence was: (i) approved by the Employer, or (ii) the result of a doctor-verified personal illness.

(b) If a holiday falls within an employee's authorized paid vacation and the employee is otherwise eligible for holiday pay, the day of the holiday shall be paid as a holiday and shall not be charged as a vacation day.

19.3 Holiday Pay.

Employees who are eligible for holiday pay shall receive holiday pay equal to their regular straight time hourly rate times the number of hours in their regular work day, but not exceeding eight (8) hours. For employees whose work day hours fluctuate, a reasonable pay period average shall be used.

ARTICLE 20

Evaluations

20.1 Evaluations.

(a) Each employee shall receive a formal written performance evaluation at least every other year, with the first formal evaluation to be completed in the first year of employment.

(b) Promptly following completion of each formal written evaluation, the employee shall be given a copy of the same and shall participate in a conference with the appropriate supervisor to discuss the evaluation, including opportunities for improvement. The employee shall sign each formal written evaluation to acknowledge its receipt; provided, however, that the employee's signature shall not be construed as his/her agreement with the evaluation.

(c) Any employee receiving a formal written evaluation shall be allowed to timely submit a written response to the evaluation if the employee so desires; and, if a response is submitted, it shall be attached to the evaluation.

(d) All evaluations and responses shall be placed in an employee's personnel file.

ARTICLE 21

Insurance

21.1 Group Insurance - Eligibility and Benefits.

The following employees shall be eligible for group insurance coverage provided through the Employer pursuant to and in accordance with the terms and conditions of this Article.

(a) Full-Year (In Unit) Employees. Full-year employees (as defined in Paragraph 3.2i) who are regularly scheduled for 1,600 or more hours of bargaining unit work during a given fiscal year (July 1 through June 30) shall be eligible for the following group insurance (or alternate) benefits in accordance with the following schedule and provisions:

(i) During the employee's 1st year of eligibility:

- Single subscriber group health insurance fully paid by the Employer
- or -
- \$3,950 (or single subscriber premium amount if less) cash in lieu of group health insurance
- or -
- Full family (if applicable) group dental insurance and group vision insurance with the Employer paying 75% of the premiums (up to but not exceeding \$3,450) and with the balance of \$3,450 (if any remains after payment of the Employer's share of the premiums) to be paid to the employee in cash.

(ii) During the employee's 2nd year of eligibility:

- Full family (if applicable) group health insurance fully paid by the Employer
- or -
- \$3,950 (or single subscriber premium amount if less) cash in lieu of group health insurance
- or -
- Full family (if applicable) group dental insurance and group vision insurance with the Employer paying 75% of the premiums (up to but not exceeding \$3,450) and with the balance of \$3,450 (if any remains after payment of the Employer's share of the premiums) to be paid to the employee in cash.

(iii) During the employee's 3rd year of eligibility:

- Same as 2nd year (above).

(iv) During the employee's 4th year of eligibility:

- Full family (if applicable) group health insurance fully paid by the Employer
- or -
- \$3,950 (or single subscriber premium amount if less) cash in lieu of group health insurance.
- In addition to the above option, such employees shall also receive:
 - Full family (if applicable) group dental insurance and group vision insurance fully paid by the Employer
- and -
 - Group term life insurance (at one times regular annual compensation for unit work - rounded to the nearest thousand) and group long term disability insurance fully paid by the Employer.

(b) Other (Aggregate) Employees. Other bargaining unit employees who, during the immediately preceding fiscal year (July 1 through June 30), worked 1,600 or more hours for the Employer in any capacity - i.e. after aggregating the employee's paid bargaining unit hours and any other paid hours (e.g. summer custodial work, etc.) - shall (during the next succeeding fiscal year) be eligible for the following group insurance (or alternate) benefits in accordance with the following schedule and provisions:

(i) During the employee's 1st year of eligibility:

- Single subscriber group health insurance fully paid by the Employer
- or -
- \$3,950 (or single subscriber premium amount if less) cash in lieu of group health insurance.

(ii) During the employee's 2nd year of eligibility:

- Full family (if applicable) group health insurance fully paid by the Employer
- or -

- \$3,950 (or single subscriber premium amount if less) cash in lieu of group health insurance.
- (iii) During the employee's 3rd year of eligibility:
- Same as 2nd year (above).
- (iv) During the employee's 4th year of eligibility:
- Full family (if applicable) group health insurance fully paid by the Employer
- or -
 - \$3,950 (or single subscriber premium amount if less) cash in lieu of group health insurance
- or -
 - Full family (if applicable) group dental insurance and group vision insurance with the Employer paying 75% of the premiums (up to but not exceeding \$3,450) and with the balance of \$3,450 (if any remains after payment of the Employer's share of the premiums) to be paid to the employee in cash.

21.2 Miscellaneous Insurance (and Related) Provisions.

(a) The employee's election of an insurance, or cash, or combined insurance/cash benefit under Paragraph 21.1 above shall be made pursuant to a Section 125 Plan maintained by the Employer.

(b) To the extent the Employer makes any cash in lieu of group health insurance payments pursuant to Paragraph 21.1 above, the same shall be made in approximately equal installments over the course of the school year (i.e. at regular pay period intervals).

(c) To the extent some employees are obligated pursuant to Paragraph 21.1 above to pay a portion (e.g. 25% or more) of the premiums for certain group insurance benefits (e.g. dental and vision), such employees may elect to do so on a pre-tax basis pursuant to the Employer's Section 125 Plan.

(d) As used in Paragraphs 21.1(a) and 21.1(b) above, the referenced "years of eligibility" need not be consecutive provided the employee has had no break in service (e.g. employment separation) and no more than three (3) consecutive years of ineligibility for group insurance benefits. If, however, an employee returns after a break in service, or if the employee has otherwise been ineligible for group insurance benefits for a period longer than three (3) consecutive years, the employee shall thereafter start over with the first "year of eligibility."

(e) Scheduled bargaining unit hours (whether paid or unpaid) lost by an employee due to a leave of absence which is (in purpose and duration) covered by the Family Medical Leave Act

(FMLA) shall nevertheless be counted for purposes of determining the employee's eligibility for group insurance benefits pursuant to Paragraph 21.1 above.

(f) Although the Employer shall post the availability of summer work outside the bargaining unit (i.e. in order that qualified employees may apply and seek to become eligible for group insurance benefits pursuant to this Article), employees shall not have any entitlement to such work.

21.3 Continuation/Termination of Group Insurance Benefits/Payments.

(a) The group insurance coverage which is provided for eligible employees (pursuant to this Article) at the Employer's cost or expense (in whole or in part) shall be continued only as follows:

- (i) For eligible employees who are unable to work due to illness, injury or disability (which is not compensable by workers' compensation), such coverage and the Employer's contributions toward its cost shall continue during the employee's paid sick leave (if any) and through the calendar month following the month in which the employee's paid sick leave benefits are exhausted.
- (ii) For eligible employees who are unable to work due to illness, injury or disability (which is compensable by workers' compensation), such coverage and the Employer's contributions toward its cost shall continue for a period not to exceed twelve (12) calendar months.
- (iii) For eligible employees who are on an unpaid leave of absence, such coverage and the Employer's contributions toward its cost shall continue through the calendar month in which the unpaid leave of absence commenced; provided, however, that such coverage and contributions shall be continued (if and to the extent required by the FMLA) with respect to an employee on a leave of absence pursuant to the FMLA.
- (iv) Except as specifically provided above, group insurance coverage pursuant to this Article shall not be provided, and the Employer's contributions toward the cost of group insurance coverage pursuant to this Article shall not be continued, during an unpaid leave of absence or following an employee's termination, resignation or layoff.

(b) Notwithstanding the fact that the Employer's contributions toward the cost of any group insurance program may be discontinued as provided above, however, eligible employees and/or their eligible dependents shall have such rights (if any) to extended group health coverage, at their own expense, as are prescribed by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA-Pub. Law 99-272), as amended.

21.4 Programs, Carriers, Benefits and Responsibilities.

(a) Except as provided in sub-paragraph (b) below, the Employer may select, and from time to time change, the particular insurance programs and carriers or providers required to satisfy the group insurance coverage (for eligible employees) provisions of this Article; provided, however, that changes in such programs and carriers or providers shall not be made unless: (i) the Union is consulted in advance; and (ii) the new coverage provides benefits which are materially the same or substantially comparable.

(b) Notwithstanding Paragraph 21.4(a) above, the following group insurance carrier or coverage provisions shall apply:

- (i) Group health insurance coverage shall be fully paid MESSA Choices II with \$10/\$20 prescription card.

Beginning with the 2011-12 school year employees will pay 10% of the MESSA Choices II premium per month through a 125 Plan.

Either the Employer or the Union may re-open Article 21 of this Agreement for the purpose of seeking a change in the group health insurance carrier or provider.

- (ii) Group long term disability (LTD) coverage shall be with MESSA unless changed by mutual agreement.

(c) In addition to any terms and conditions prescribed herein, all group insurance benefits provided pursuant to this Article shall be further subject to any and all terms, conditions and/or limitations (e.g. regarding eligibility, enrollment, benefits, etc.) prescribed by the particular group insurance policies and/or programs involved.

(d) The Employer's responsibility with respect to the above group insurance benefits shall be limited to the prompt payment of its premium obligations on behalf of eligible employees. In addition, the Employer shall make group insurance information available to eligible employees, including applications and claim materials as furnished by the insurance carriers.

(e) Employees who are eligible for and/or participating in group insurance programs provided through the Employer shall be responsible for keeping the Employer informed, in writing, of any and all changes in their personal status (e.g. marital status, eligible dependents, etc.) which may affect their group insurance benefits.

(f) An eligible employee's contribution (if any is required) toward the cost of any group insurance benefits provided pursuant to this Article shall be paid by the employee by payroll deductions; provided, however, that if an employee's pay on any occasion is not sufficient to do so, then and in such event the employee shall timely remit the required contribution to the Employer in advance of the premium due date.

21.5 . Optional Coverage at Employee Expense.

Any employee who does not meet the eligibility requirements of Paragraph 21.1 above (i.e. for group health, group dental and/or group vision insurance coverage), may elect to purchase such group insurance at his/her own cost and expense. Notwithstanding the foregoing, an employee's ability to participate in the optional purchase of group health insurance, group dental insurance, or group vision insurance at the employee's own expense (pursuant to this Paragraph 21.5) shall be subject to and contingent upon all of the following terms and conditions:

- (a) Such participation shall only be allowed if and to the extent permitted (e.g. based on work hour requirements, etc.) by the particular plan, policy or program of insurance;
- (b) Such participation shall be subject to all terms, conditions and limitations imposed by the particular plan, policy or program and/or by the carriers or other providers involved; and
- (c) Such participation shall only be allowed or permitted, and shall only be continued, if and to the extent the employee timely pays (in advance of the premium due date) the full cost (i.e. premium) of the particular group insurance benefit(s) elected. Such payment shall be by payroll deduction authorization, but in the event of insufficient earnings shall be timely made in cash in advance of the premium due date.

ARTICLE 22

Wages

22.1 Wage Schedules.

Bargaining unit employees shall, based on their assigned job classification and the pay step for which they are eligible, be paid according to the following hourly wage schedules:

(a) For July 1, 2010 through June 30, 2011: (1% on schedule retroactive to the beginning of the contract.)

<u>Classification</u>	<u>Step (Based on Years of Service)</u>	<u>Wage Rate</u>
Aides:	1	\$10.15
	2	\$10.49
	3	\$10.87
	4	\$11.22
	5	\$11.57
	6	\$12.19
	7	\$12.50
	8	\$12.50
	9	\$12.50
	10	\$12.94
	11	\$12.94
	12	\$12.94
	13	\$12.94
	14	\$12.94
	15	\$13.47
	16	\$13.47
	17	\$13.47
	18	\$13.47
	19	\$14.54

Parapro III: Add \$.30 to applicable step of Aides wage rate.

Parapro II: Add \$.90 to applicable step of Aides wage rate.

Parapro I: Add \$1.90 to applicable step of Aides wage rate.

(b) July 1, 2011- June 30, 2012:

<u>Classification</u>	<u>Step (Based on Years of Service)</u>	<u>Wage Rate</u>
Aides:	1	\$10.15
	2	\$10.49
	3	\$10.87

4	\$11.22
5	\$11.57
6	\$12.19
7	\$12.50
8	\$12.50
9	\$12.50
10	\$12.94
11	\$12.94
12	\$12.94
13	\$12.94
14	\$12.94
15	\$13.47
16	\$13.47
17	\$13.47
18	\$13.47
19	\$14.54

Parapro III: Add \$.30 to applicable step of Aides wage rate.

Parapro II: Add \$.90 to applicable step of Aides wage rate.

Parapro I: Add \$1.90 to applicable step of Aides wage rate

(c) July 1, 2012- June 30, 2013:

<u>Classification</u>	<u>Step (Based on Years of Service)</u>	<u>Wage Rate</u>
Aides:	1	\$10.15
	2	\$10.49
	3	\$10.87
	4	\$11.22
	5	\$11.57
	6	\$12.19
	7	\$12.50
	8	\$12.50
	9	\$12.50
	10	\$12.94
	11	\$12.94
	12	\$12.94
	13	\$12.94
	14	\$12.94
	15	\$13.47
	16	\$13.47
	17	\$13.47
	18	\$13.47
	19	\$14.54

- Parapro III: Add \$.30 to applicable step of Aides wage rate.
- Parapro II: Add \$.90 to applicable step of Aides wage rate.
- Parapro I: Add \$1.90 to applicable step of Aides wage rate

22.2 Classification Descriptions.

For job classification and hourly pay rate purposes, the following general descriptions and provisions shall apply:

- (a) "Aide" shall mean and include all classroom, preschool, Day Care, Latch Key and Media Aides covered by this Agreement who are not classified by the Employer as Parapro I, II or III.
- (b) "Parapro III" shall mean and include an Aide with Parapro responsibility (e.g. lead teacher responsibility) in a position which does not require CDA certification.
- (c) "Parapro II" shall mean and include an Aide with Parapro responsibility (e.g. lead teacher responsibility) in a program and position which does require CDA certification, but which does not include Parapro I responsibilities. Also included is the Alternative Education Aide/Assistant.
- (d) "Parapro I" shall mean and include an Aide with Parapro responsibility (e.g. lead teacher responsibility) in a program and position which requires both CDA certification and additional responsibilities for program-wide FIA paper work, scheduling, intake for new clients, etc.
- (e) An employee's classification shall be determined by the Employer; and an employee's possession of certification which is not required for the position to which the employee is assigned will not require a change in his/her classification.

22.3 Placement and Advancement.

(a) Newly hired bargaining unit members shall be placed on Step 1 of the wage schedule for the job classification to which they are assigned; provided, however, that the Employer's Superintendent may (in his/her discretion) place a new hire on a higher step when warranted or required by the facts and circumstances (e.g. education, experience, skills, training, specific job requirements and/or other relevant factors).

(b) For purposes of advancement on the wage schedule, employees shall be credited with a year of service for any fiscal year (July 1 through June 30) during which they worked 575 or more hours in a bargaining unit position. For example, therefore, an employee who worked 575 or more

hours during a given fiscal year shall advance one step on the wage schedule for the next fiscal year; and an employee who worked less than 575 hours during a given fiscal year shall remain on the same step of the wage schedule for the next fiscal year. Notwithstanding the foregoing, an employee who has remained in the bargaining unit shall not be denied advancement on the wage schedule (by virtue of his/her failure to achieve the 575 hour threshold) for more than two (2) consecutive years.

(c) Employees who transfer from one bargaining unit classification to another shall, upon such transfer, be paid as provided in the "Vacancies, Transfers, and Promotions" article of this Agreement.

ARTICLE 23

Duration of Agreement

This Agreement shall take effect on July 1, 2010. (i.e. following its ratification by the Union and its approval by the Board) and shall thereafter remain in full force and effect, without change, addition or amendment (except by mutual agreement), from said date through June 30, 2013.

**ALLENDALE SUPPORT PERSONNEL
ASSOCIATION, MEA/NEA**

**BOARD OF EDUCATION OF THE
ALLENDALE PUBLIC SCHOOLS**

By: Susanne Bagley
Its President

By: Scott Plabed
Its President

By: Orwa J. Sommer
Its Secretary

By: Shay C. Pereira
Its Secretary

By: Debra Oros
Negotiating Committee

By: Daniel Z. Jonker
Superintendent of Schools

By: Lina Stapula
Negotiating Committee

By: _____
Negotiating Committee

By: _____
Negotiating Committee

By: Kathie Oakes
MEA Uniserv Director

Letter of Understanding
(Grandfathering for Group Insurance Benefits)

Notwithstanding Paragraph 2.2 of the Master Agreement between them, the Allendale Public Schools and the Allendale Support Personnel Association - MEA/NEA understand and agree as follows:

1. Bargaining unit members Kathy Murphy, Arva Sommers, and ~~Sheila VanderMolen~~, each of whom received letters on behalf of the District regarding certain group insurance benefits prior to unionization and negotiation of the parties' Master Agreement, shall be "grandfathered" for eligibility purposes for group health insurance, group dental insurance and group vision insurance.

2. The above named employees shall, therefore, remain eligible (i.e. notwithstanding the eligibility requirements of the Master Agreement) for full family (if applicable) group health, group dental and group vision insurance benefits provided they maintain their employment status as an aide at a level which equals or exceeds 1,000 or more hours per school year. The above referenced 1,000 hours per school year shall include hours lost on any partial school days resulting from in-service days, conference days, and records days. However, if and when such employees have a break in their employment as an aide (e.g. resignation, termination, etc.), or if their employment as an aide falls below the level prescribed above, then and in such event the eligibility of these employees for group health, group dental and group vision insurance shall thereafter be governed by the terms of the Master Agreement.

3. The group health, group dental and group vision insurance coverage these "grandfathered" employees receive shall be the same coverage that is provided to other bargaining unit members who meet the eligibility requirements of the Master Agreement.

Dated: February 8, 2005

For the Allendale Support
Personnel Association - MEA/NEA

For the Allendale Public Schools

By: /s/ Marty Lankford

By /s/ Catherine Ceglarek

Its: Uniserv Director

Its: Superintendent