

MASTER AGREEMENT

between

MARYSVILLE PUBLIC SCHOOLS

and

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

**School Years:
2012-2013**

AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2012, between MARYSVILLE PUBLIC SCHOOLS DISTRICT, hereinafter referred to as the “District”, and MARYSVILLE EDUCATIONAL SUPPORT PERSONNEL MEA/NEA, hereinafter referred to as the “Association”.

The Board reserves and retains full rights, authority, and discretion to control, supervise, and manage the operation of all schools and to make all decisions and policies not inconsistent with the terms of this Agreement.

Article I

Recognition

A. The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment as defined in Section II of Act 379, Michigan Public Acts of 1965, for all full-time and permanent part-time secretarial and clerical personnel, excluding Central Office secretaries and bookkeepers.

B. All full-time and part-time secretarial and clerical personnel shall be defined as any permanent employee regularly employed on a continuing basis.

C. The District agrees not to negotiate with any other representative of personnel described in B above, so long as the Association shall be certified as the exclusive bargaining agent for personnel covered by their unit.

Article II

Employee Rights

Section 1

A. Right to Organize

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Union at any time by the Employer.

B. Individual Rights

Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.

C. Non-discrimination

The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics or handicap.

D. Discipline and Discharge

No bargaining unit member shall be disciplined without just cause. The term “discipline” as used in this Agreement includes warning; reprimands; suspensions with or without pay; and discharges. Any such discipline shall be subject to the grievance procedure. An adverse evaluation shall not be considered discipline and shall not be subject to the grievance procedure except as to alleged procedural error. The specific grounds for disciplinary action will be presented in writing to the bargaining member and the Union no later than at the time discipline is imposed. In the event an employee is suspended or discharged from employment and believes such action violates the contract, such suspension or discharge shall constitute a grievance and shall be handled in accordance with the grievance procedure.

E. Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

Section 2

Protection of Employees

It is agreed and understood that the following disciplinary procedure shall be followed when bargaining unit members are disciplined:

A. Any bargaining unit member who may require any disciplinary action must be first contacted by their immediate principal/supervisor in private.

The building principal/supervisor will advise said person prior to a principal/supervisor-employee conference, if at that conference, disciplinary action will take place.

Any such bargaining unit member shall have the right to have a representative of the Association present during the time that said employee is being disciplined. When request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representation of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.

Any complaint not called to the attention of the bargaining unit member within five (5) working days may not be used in any disciplinary action against the bargaining unit member. This notice requirement shall not apply if it would compromise the ability of the district to conduct a meaningful investigation of a serious matter (e.g. police related matter, inappropriate involvement with a student).

If any further disciplinary actions are to take place, the principal/supervisor may then refer the matter to the Superintendent of Schools in writing, in triplicate, and dated; one copy going to the Superintendent, one to be kept by the principal/supervisor, and one given to said employee.

B. No bargaining unit member shall be disciplined within the view of, or hearing of, other persons.

C. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Union accompany him/her in such review.—Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

Nothing shall be put into the bargaining unit member's file without the bargaining unit member's knowledge.

Any adverse communications from students, parents, or school personnel shall be immediately brought to the member's attention.

When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Section 3

A. Agency Shop

Service Fees

Each bargaining unit member shall:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Union, or
2. Pay a Service Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member.
3. The payroll deduction of membership dues and nonmember service fees shall be made each pay period for ten months beginning with

the second pay in September and ending in June of each year. The Association agrees to furnish the District with an initial list including the name of each unit member, the amount to be deducted, and the total amount to be remitted to the Association each month. The withholding of the portion of the dues which is allocated for political action committees shall be done in compliance with current law. The District will issue a check to the Association in the total amount indicated to be submitted. Any modifications of this list will be submitted by the Association through its Treasurer. Staff changes shall be supplied to the Treasurer of the Association as they occur.

B. Payroll Deduction

The District shall make payroll deductions for

1. Credit Union
2. Association Dues/*PAC*
3. United Way
4. United States Bonds
5. Tax Sheltered Annuities to District approved vendors
6. MEA Financial Paradigm

or for any other plans or programs jointly approved by the Association and the District.

C. The Association shall indemnify and save the District harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the District for the purpose of complying with Section 3A and 3B of Article II of this Agreement and in reliance upon signed authorization cards or lists furnished to the District by the Association for the purpose of payroll deduction or dues.

Section 4

Evacuation

Bargaining unit members will not be asked to perform bomb searches that are performed by law enforcement personnel. Bargaining unit members will perform visual searches before leaving their work station and while leaving the building or when outside the building. Bargaining unit members will report any unusual or suspicious items to the District Administrator on site or to the law enforcement representatives on site.

Article III

Employee & Association Rights

A. Information

The Employer agrees to furnish to the Union in response to reasonable requests for all available information concerning the financial resources of the District, the budget, and such other information. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas, minutes, and reports of or to all Employer Board meetings; and census and membership data.

B. Use of Facilities

The Union and its representatives shall have the right to conduct Union business on the Employer's property or to make reasonable use of the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time including internal mail system.

C. Union Leave

A total of ten (10) days may be used by the Association for Association business, of which eight (8) days shall be without loss of pay and without cost to the Association. Up to an additional two (2) days may be purchased by the Association at the rate of actual cost to the District for supplying a substitute. These days may be used in increments of not less than one (1) hour.

Article IV

Classification Levels

Level I	Secretary to Principals Secretary/Bookkeeper, High School Secretary to Building and Grounds Manager/Athletic Department
Level II	Secretary to Assistant Principals MIS Counselor's Secretary/Assistant Principal Secretary to Curriculum Director/Special Education Director Secondary Media Clerk
Level III	Office Clerks Elementary Library Clerks Permanent Part-time Employees (Hourly Rate)

Article V

Salary & Paid Holidays

A. The salary schedule, which shall be effective for the duration of this Agreement, is contained in Exhibit "A" hereto attached as a part of this Agreement.

B. Non-52-week employees (full-time and permanent part-time) shall be granted the following holidays without loss of pay: (1) Labor Day, (2) Wednesday before Thanksgiving Day, if school is not in session, (3) Thanksgiving Day, (4) the Friday after Thanksgiving, (5) Christmas Eve, (6) Christmas, (7) New Year's Eve, (8) New Year's Day, (9) Good Friday, (10) Memorial Day, (11) Easter Monday, if school is not in session.

C. 52-week employees shall be granted the following holidays without loss of pay. In years when Independence Day falls on Saturday or Sunday, it shall be celebrated on the Friday preceding or the Monday following as determined by the Superintendent of Schools. (1) Labor Day, (2) Wednesday before Thanksgiving Day, if school is not in session, (3) Thanksgiving Day, (4) the Friday after Thanksgiving, (5) Christmas Eve, (6) Christmas, (7) New Year's Eve, (8) New Year's Day, (9) Good Friday, (10) Memorial Day, (11) Independence Day, (12) Easter Monday, if school is not in session

D. The employee shall be eligible for holiday pay only if employee works the scheduled workday prior to the holiday and the next scheduled workday after such holiday. An employee shall not forfeit their holiday pay if absent due to the following conditions:

1. An employee is absent from work due to a verified personal illness and on paid sick leave.
2. An employee is on vacation prior to or following such holiday. (Per Article XIII)

Article VI

Hours of Work

A. The normal workday and normal workweek for full-time employees shall consist of up to eight (8) and forty (40) hours respectively as determined by the Superintendent of Schools, not including lunch time. The hours of the workday shall be determined by the Superintendent of Schools.

B. Any employee that works less than seven and one-half (7 ½) hours per day regularly employed on a continuing basis will be considered a permanent part-time employee.

C. The work year shall be as follows per classification. Days worked prior to and after the student school year may be rescheduled with approval by the building or department administrator. Additional days of work may be requested by the building or department administrator. All requests will be made by the building or department administrator in writing to the Superintendent. If approved, time worked in addition to those defined by this agreement will be paid at the bargaining unit member's current rate of pay.

1. Secretary to the Director of Building and Grounds - Fifty-two (52) weeks per year/minimum 260 paid days.

2. Secretary to High School Assistant Principal, Secretary /Bookkeeper, Secretary to Elementary Principal, Office Clerk, and Secretary to Director of Special Education, Secretary to Athletic Department - Ten (10) work days previous to the day teachers report and shall work the same days as teachers except that they shall also work five (5) additional days at the end of the school year (minimum 210 paid days – the employee has the option to not work days 209 and/or 210 without pay).

3. Secretary to High School Principal, Secretary to Intermediate School Principal, Secretary to the Director of Curriculum – Ten (10) work days previous to the day teachers report and shall work the same days as teachers except that they shall also work ten (10) additional work days at the end of the school year (minimum 215 paid days – the employee has the option to not work days 214 and/or 215 without pay).

4. MIS Counselor's Secretary/Assistant Principal, Counselor's Secretary, Library Clerks, High School Media Clerk – Five (5) work days previous to the day teachers report and shall work the same days as teachers except that they shall also work five (5) additional work days at the end of the school year (205 paid days – the employee has the option to not work days 204 and/or 205 without pay).

D. If school is called off because of inclement weather, etc., and the State requires the day be made up at a later date, the employee will not be required to report on the day school is closed.

Less than fifty-two (52)week employees will be paid for that day, and a make-up day will be rescheduled. They will not be paid for the rescheduled day. They shall have the option to apply a leave day. If the make-up day is on a scheduled workday or holiday, the

employee will be paid for that day and a paid workday will be scheduled at the end of the work year in June.

Fifty-two (52)-week employees will call their principal/supervisor for direction on any day school is called off. In the event a 52-week employee does not report for such day, they shall have the option to apply their vacation days, leave days, if available, or may elect to take such day without pay.

If school is called off because of inclement weather, etc., and the day does not have to be made up (current law – thirty (30) hours), then the employee will not have to report, but will be paid for the day.

If a regular school day starting time for students is delayed due to inclement weather, bargaining unit members are to report at their regularly scheduled time. However, if an employee is tardy due to weather conditions, such tardiness will not cause the employee to suffer loss of pay.

E. Non-fifty-two (52) week bargaining unit members who wish to substitute during their own nonscheduled work time may place their name on a substitute list at the Superintendent's office. Members who substitute shall be paid their current hourly rate of pay. Substitute opportunities shall be assigned by seniority. The substitute list shall be sent to the Union President.

F. All full-time employees shall be paid time and one-half of their base pay for all hours in excess of the normal workday.

G. Secretaries and clerks will be provided a fifteen (15) minute relief time during the workday. This relief time shall not be used at the beginning or end of the workday.

Article VII

Work Loads and Assignments

Prior to any changes in the current work load or job description the Association shall receive the proposed changes in writing. Within (10) ten days the Association and district shall meet to discuss the proposed changes.

Article VIII

Vacancies, Transfers, & Promotions

A. If additional positions (not existing at the present time) in the bargaining unit are to be proposed by the Board, the Association shall be informed in writing of the new position(s), including a job description, prior to the announcement and/or posting of said position. If a new position is being created, the District shall give written notice to the Association of the position and the classification the District intends to create and the pay rate for said classification. If the Association disagrees with the classification and/or pay rate proposed by the District, it shall notify the District in writing within ten (10) days of the date of the notice sent by the District. If the Association objects to the classification and/or pay rate in writing, said rate shall be negotiated by the Association and the District.

B. All vacancy notifications shall include the job description, the qualifications, the wage range, the location and department assigned.

C. New positions and job vacancies, full-time and permanent part-time, along with a job description, shall be sent to each association member. No vacancy shall be filled, except in one of an emergency on a temporary basis, until such vacancy has been posted for at least ten (10) working days. Vacancies shall be posted internally for ten (10) working days before being posted externally. The posting period may be shortened or lengthened if mutually agreed upon by the District and Association.

D. Any employee may apply for such vacancy. In filling such vacancy the Board agrees to give due consideration to the employee's qualifications, skills, ability to perform the job and seniority. In the event the District offers testing to assess the skills and/or qualifications of applicants for a vacancy, the District agrees to ensure that the material on the test(s) relates to the qualifications and skills that are required and/or preferred for a vacant position. If proficiency on a specific computer program is a subject matter of such test, the District will specify in the job posting the type of the program. Internal candidates will be given first consideration and interviewed before interviewing any external candidates. If an internal candidate is deemed not qualified for a position, upon request, reason shall be given to the candidate and/or Association in writing. The Board will only interview an external candidate if all of the internal candidates are deemed not qualified, at which time the Board may fill the position with a new employee not within the schools' clerical staff.

E. The District will provide proper training for all positions.

F. Secretaries substitution in a higher classification will receive the rate of pay assigned to that position if they remain in that position for over five (5) consecutive work days.

G. Any Employee who shall be transferred or promoted to a supervisory, executive, or excluded position and shall later return to a position covered by this Agreement shall be entitled to retain such rights as she may have had under this Agreement prior to such transfer or promotion. Seniority will not accrue while out of the bargaining unit.

H. Up to five (5) years of credit for business experience and/or business school education may be allowed on the salary schedule. Comparable clerical experience within the school system shall be allowed at full credit in addition to any credit that may be given for business experience and/or business school education. The salary step credit shall commensurate with the number years of experience. The Union will be given notice, upon hire, of business experience and/or business school education experience, step placement, and reasoning for that placement.

Article IX

Reduction in Personnel, Layoff and Recall

All days indicated in this article shall be calendar days.

A. In the event of reduction of staff, elimination of positions, or reduction of hours, the following procedure will be followed:

1. Lay off will be according to seniority within the bargaining unit.
 - a. Probationary employees will be laid off first.
 - b. Following the lay off of probationary employees, the least senior employees will be laid off.
 - c. An employee whose position has been reduced or eliminated shall have the option to accept lay off or to assume a position, held by a less senior employee, regardless of classification, if they are qualified as determined by the Board. The employee's qualifications shall be evaluated based on the skills necessary for the job as described in the job description.
 - d. The employee shall notify the Superintendent of Schools of intent to bump or accept layoff, in writing, within ten (10) days of signed receipt of written notification of layoff, reduction, or elimination, as outlined in Section A-2 of this Article. Failure to notify the Superintendent of intent will indicate choice of layoff.
 - e. Bumping procedure will be completed within twenty (20) days of employee notification of intent to the Superintendent.

2. Any employee who is going to be laid off, reduced in hours, or whose position is going to be eliminated shall be given thirty (30) day notification in advance in writing by the Board or its designate. The District will make every reasonable effort to provide notification of layoff, reduction, or elimination of positions prior to June or after August. If unforeseeable circumstances arise and District notification for layoff, reduction, or elimination of positions should result in notification being less than thirty (30) days, the District shall provide reasons in writing.

Board Notifies Employee	Thirty (30) days prior to layoff, reduction, or elimination of position
Employee Notifies Superintendent	Ten (10) days from receipt of written notification of layoff, reduction, or elimination
Completion of Bumping	Within twenty (20) days of employee notification of intent to Superintendent

3. The Administration and the Association shall meet in January to discuss the budget. If layoff, reduction of hours, or elimination of positions are anticipated they shall meet monthly thereafter until a recommendation to the Board has been determined.

B. When laid off employees are recalled, they will be recalled in order of seniority, with the most senior being recalled first to any position for which they are qualified (qualifications to be determined as in Section A.1.c. above). Notice of recall shall be sent to the employee's last known address by registered mail. It shall be the responsibility of the employee to keep the District informed of their address. If an employee fails to notify the District within five (5) days after receipt of recall notice of their intent to return to work, they shall be considered a voluntary "quit".

C. In the event an employee is suspended or discharged from employment and believes such action violates the contract, such suspension or discharge shall constitute a grievance and shall be handled in accordance with the grievance procedure.

D. Any employee desiring to resign shall file a letter of resignation with the Superintendent of Schools at least two (2) weeks prior to the effective date of resignation.

E. No service credit will be given for any year in which the employee was laid-off for more than six (6) months.

F. If employees on layoff status substitute in bargaining unit position for five (5) consecutive work days, they will be paid at the negotiated Step One (1) rate for the temporary position or their former rate of pay at the date of layoff, whichever rate is higher. This will begin on day six (6) in the position.

G. Employees on layoff status will be the first to be offered any substitute bargaining unit jobs for which they are qualified.

Article X

Seniority

A. New employees hired in the unit shall be considered as probationary employees for the first twelve (12) weeks of their employment. When an employee finishes the probationary period, they shall have been evaluated by their immediate principal or supervisor on the Marysville Educational Support Personnel Employee Performance Appraisal form and either recommended for continued employment or released. Upon successful completion of the probationary period, the probationary employee's seniority will commence. There shall be no seniority among probationary employees. The District shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance.

Upon completion of the probationary period, and upon approval of the Board, the employee will be given one step increase on the salary schedule.

B. On occasion, the Board may employ non-classified personnel for part-time or full-time work. These individuals will not receive sick leave benefits or vacation pay. These employees are intended to be temporary personnel only.

C. Seniority shall be based on the first day of permanent continuous employment (continuous meaning without unpaid leave, lay off, termination, or voluntary resignation). An employee will not lose their seniority if they are on an approved leave of absence granted by the District. Seniority will accrue throughout the paid period of approved leave of absence. When two or more employees are hired on the same day, their order of seniority will be determined by a draw.

An employee will not lose their seniority if they are on leave of absence from their job to fill a temporary position at the request of the Superintendent or Board of Education.

The Board shall provide each bargaining unit member with an up-to-date seniority list by the first Monday in October of each year, and they shall keep the same on file in the personnel department. The Board agrees that only the names of the employees covered by this Agreement shall be placed on the seniority list. Any employee desiring to protest the correctness of their position on the seniority list shall file their protest in writing with the personnel department within ten (10) work days after the first Monday in October publishing date. For purposes of this Agreement, such lists shall be deemed to be correct for any period prior to the date of filing such protest. A final draft shall be provided to each bargaining unit member by November 1 of each year.

D. Seniority shall be lost by a bargaining unit member upon separation from employment. A member who transfers to a non-bargaining unit position shall not accrue seniority; seniority will remain frozen. An employee will not lose his/her seniority if on a leave of absence from their job to fill a temporary position at the request of the Superintendent or Board of Education.

Article XI

Leave Days

A. All employees, full-time and permanent part-time, shall be allowed emergency leave days as follows:

1. Twelve (12) days for non-fifty-two (52) week employees;
2. Sixteen (16) days for fifty-two (52)-week employees;
3. Each employee shall be entitled to an accumulation for the unused portion of each year's leave which may be used at some subsequent time for the reasons mentioned in B, 1, 2, 3 and 5 only. Two hundred thirty-four (234) days shall be the maximum accumulative leave time for each employee.

The above days shall accrue at the rate of 1.2 days for non-fifty-two (52) week employees and 1.33 days for fifty-two (52) week employees per month worked. The accrual for the school year will normally be credited at the beginning of the school year. If the employee is paid for any credited leave days which have not accrued to their benefit and terminates employment with the District, they shall repay to the District all monies received for all such unaccrued sick leave. The District reserves the right to require a doctor's report on sick leaves longer than five (5) working days duration.

B. Leave days will be allowed for the following reasons, such time to be charged against leave time:

1. Personal illness or quarantine.
2. Illness in the immediate family which requires the presence of the employee (five (5) days per occurrence).
3. Death in the immediate family with a limit of five (5) days per occurrence.
4. For purposes of paragraph B, 2 and 3, immediate family will include: mother, father, son, daughter, stepchild, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, stepmother, stepfather, legal guardian, or any member living within the same household.
5. Not more than three (3) work days in any one year may be used for business and family obligations (without travel limitations), field trips, and attending events with children that cannot be made outside the regular school day if requested in writing and approved by the Superintendent of Schools prior to taking leave. The reason for using these business days is not subject to prior review by the Superintendent of Schools. Business days may not be used on the day before or after a holiday or vacation, for gainful employment or for the purpose of personal pleasure, such as travel, shopping, hunting, skiing, or sporting events. A maximum of two (2) employees throughout the District and one (1) employee per building may use a business day on any given work day. The limitation on number of employees off on a given day can and will be waived so long as the District can still operate with no or limited impact. The Superintendent, in his/her sole discretion, may waive a restriction on the use of a business day when emergency or unusual circumstances arise.

6. Childbirth - Leave shall commence when the employee is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

C. Absence which is not chargeable against the employee's allowance shall be granted for the following reasons:

1. Absence when an employee is called for jury service or subpoenaed as a witness. The Board is to make up the difference in pay.
2. Line-of-duty accidents that qualify for Workers Compensation benefits. The District shall make up the difference between the regular wages and the compensation payments for a maximum period of thirty-three (33) weeks for any one injury.
3. Employees absent due to mumps, measles, scarlet fever, chicken pox, conjunctivitis (pink eye, with doctor's note), or head lice shall not suffer loss of personal leave or salary.
4. The Superintendent may authorize additional days in cases of unusual hardship.

D. At the beginning of the school year, the Board shall contribute forty (40) days to a sick leave bank, to be administered by the Board. Said forty (40) days shall be non-accumulative. Upon the Board's determination, it may allow a maximum of ten (10) days to an employee who has exhausted their personal sick leave, including accumulated sick leave, provided there are sufficient days available in the bank.

E. Medical. Unpaid Leaves of Absence for illness may be granted. After two (2) years of service, an employee whose personal illness extends beyond the accumulation of their sick leave days shall be granted a medical leave without pay if recommended by employee's doctor, in writing, for a period of up to six (6) months. During this period, the employee may return to the same position. If the employee's illness extends beyond this six (6) month period, the employee may be granted a leave of absence without pay for up to an additional twelve (12) months. During this twelve (12) month period, the employee will be allowed to return to the same position or a substantially equivalent position, if available. The District agrees to continue to provide health and life insurance benefits by payment of premiums for the duration of said leave. During the above periods, the employee will maintain their seniority but will not have any leave time credited for advancement on the salary schedule nor will they receive any other benefits. This position does not have to be posted during a leave of absence of up to six (6) months. The position can be filled from the outside until the employee returns to work.

F. Child Care. After one (1) or more years of continuous employment in the District, an employee shall be granted an extended leave for child care without pay and without benefits. However, during this period, they will have the option of paying the premiums on all insurance that they are currently carrying, if permitted by the rules and regulations of the

carriers. If the leave of absence is for a period of up to six (6) months, the employee may return to their same position. An additional leave of absence without pay and without benefits may be granted for up to an additional twelve (12) months; during this period, the employee may return to the same position or a substantially equivalent position, if available. During the above child care leave periods, the employee will maintain their seniority but will not have any leave time credited for advancement on the salary schedule nor will employee receive any other benefits. The position does not have to be posted during leaves of absence of up to six (6) months. The position may be filled from the outside until the employee returns to work.

G. Family leave act sections of this article will conform to the Federal Family Medical Leave Act of 1993.

H. No service credit will be given for any year in which the employee was on a leave of absence for more than six (6) months.

Article XII

Insurance Protection

A. The Board will pay the premium cost, as limited below, of health insurance for each full-time employee under contract who makes proper application to participate, provided the employee is not already covered by comparable insurance coverage. The carrier shall be determined and selected by the Board. Effective August 1, 2012, the Board will pay the premium cost, as limited below, of health insurance of Choices 300/600 \$10 OV Rx Saver (\$300/\$600 Single/Family deductibles, \$10 office visit, Saver Rx) for each full-time employee under contract who makes proper application to participate, provided the employee is not already covered by comparable insurance coverage. The Board agrees to deduct from the employee's salary and remit to the carrier any premiums for any additional coverage over and above the Board provided coverage. Effective July 1, 2012, employees enrolled in health care will contribute 20 percent toward the annual cost of the health care by way of payroll deduction over 26 pays for 52-week employees and over 21 pays for less than 52-week employees. For less than 52-week employees, premium contributions due for July and August 2012 shall be included with 2012-13 contribution calculations.

Members of the bargaining unit shall be allowed to participate in the District's Section 125 Plan (the "Cafeteria Plan"). The plan consists of Health Insurance, a Health Care Flexible Spending Account Plan, Cash-In-Lieu of Health Care Insurance and a Dependent Care Flexible Spending Account Plan. This benefit will be effective as of October 1, 2003.

Each participating Employee may elect to participate in a salary reduction agreement which allows the Employee to pay qualifying medical or dependent care expenses incurred by the Employee during the Plan Year on a pre-tax basis.

The health care flexible spending account plan and the dependent flexible spending account plan will be subject to applicable requirements of the Internal Revenue Code and associated regulations, as more fully described in the plan, including limits on medical and dependent care expenses that can qualify for reimbursement, the requirements that all requests for reimbursement be supported by adequate documentation, and the requirement that all amounts credited to an Employee's account not used before the end of a Plan Year must be forfeited.

B. The Board will pay the premium for Group Term Life Insurance protection for each employee under a group policy with a carrier selected by the Board. The amount of insurance shall be \$30,000.

Subject to agreement by the carrier, the policy will include the following privileges: (1) Employees who start work after the effective date of the policy will be covered effective the first day of the month following active employment; (2) Employees leaving employment with the School District after the effective date of the policy will be covered until the first day of the month following departure; (3) Employees will have the right to convert coverage when discontinuing employment with the School District without physical certification as to insurability.

In the event of accidental death, the insurance will pay double the specified amount.

C. Employees qualifying for health insurance who are covered by another health insurance policy may elect to waive the Board provided health insurance, in accordance with the District's Cafeteria Plan, and receive a monthly cash election in the amount of one-half of the District's base premium amount for single subscriber health coverage as described in paragraph A, less any payroll taxes payable by the District. Individual employees may elect to receive cash in lieu of health insurance benefits if they meet the following prerequisites:

1. They are eligible to receive health insurance benefits; and
2. They file a Waiver of Health Insurance form within the timelines established by the Plan Administrator; and
3. They certify that they are covered under another health insurance program.

Employees who lose eligibility for health insurance benefits during the course of the plan year or who are eligible for partial health insurance benefits shall have the annual amount of the cash payment prorated.

The maximum annual amount of the cash benefits as stated above shall be payable in 12 monthly payments on the first pay of the month. Employees who work less than fifty-two (52) weeks per year shall have their July and August payments included with the June payment.

To the extent permitted by law, the amount of cash payment received may be applied by the bargaining unit member to a Board approved tax-deferred annuity carrier. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

D. The Board will pay the premium for dental insurance for each employee who makes application under a group policy with a carrier determined and selected by the Board. Coverage shall be equivalent to Delta Dental Plan E, Classes I, II, and Orthodontic Rider O-4, including internal and external coordination of benefits.

E. The Board will pay the premium for optical insurance for each employee who makes application under a group policy with a carrier determined and selected by the Board. Coverage shall be equivalent to MESSA's Vision Care Plan VSP-II.

F. The coverages provided in A, B, C, D and E will be subject to the provisions of the group policy, and the rules and regulations of the carriers will govern as to the commencement and duration of benefits, nature and amount of benefits, and all other aspects of coverage. To be eligible for insurance benefits, the employee must work a minimum of thirty (30) hours per week. The Board's sole and only responsibility shall be for the payments of its portion of premiums as set forth above.

G. Long Term Disability Insurance -- The District shall pay the actual premium cost to provide long term disability coverage for each regularly assigned employee as follows:

1. For any disability as defined by the insurance carrier which exists for a period of time exceeding one hundred eighty (180) calendar days.
2. To insure sixty per cent (60%) of covered salary to a maximum of two thousand, two hundred fifty dollars (\$2,250) per month. The benefit to include primary and family social security benefits as defined by the carrier, and to continue to age sixty-five (65).

Article XIII

Vacation

A. Full-time fifty-two (52)-week non-academic employees are eligible for vacation benefits following June 30th of each year of continuous employment as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
After 1 year through 6 years	10 days
After 6 years through 13 years	15 days
After 13 years through 19 years	20 days
After 19 years	25 days

B. If an employee terminates under any conditions, the employee shall be entitled to vacation benefits on a pro-rata monthly basis for that part of the year worked following July 1.

C. Fifty-two (52)-week employees shall be permitted to choose either a split or an entire vacation with the prior approval of the Superintendent of Schools.

D. Holidays as defined in the contract occurring during the vacation period shall not be charged against the vacation allowance.

Article XIV

Continuing Education

A. Upon application, the Board may pay all or a portion of the tuition, transportation and living expenses for up to two members of the Association to attend a continuing education or professional development conference. The Superintendent has the sole discretion to grant or deny any such application in part or in full. The decision of the Superintendent shall not be subject to the grievance procedure or any other challenge.

B. With prior approval of the Superintendent of Schools on the Education and Training Approval Request form, the Board will reimburse each secretary the cost of tuition, fees and books up to a total maximum of five hundred fifty dollars (\$550) in any fiscal year for course work, classes, or training which is related to or will augment or improve the employee's performance. This training includes, but is not limited to, course work taken at the college level, business or secretarial courses, computers or other high tech courses or training. To receive reimbursement, the employee must submit proof of successful completion of the work and paid receipts to Central Office.

Article XV

Grievance Procedure

Definitions.

1. Grievance. A Grievance is defined as a claim by a member, group of members, or the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. The Grievance must specify the specific Article and Section of this Agreement which has allegedly been violated.
2. Grievant. The Grievant is the individual, group of members or the Association which has filed the Grievance.
3. Days. When the term days is used, it shall refer to work days.

Hearing Levels.

1. Step One (Informal Level) When a Grievant believes an incident has occurred which would come within the definition of a Grievance, within ten (10) days of such event, the Grievant shall request a meeting with the immediate supervisor in an effort to resolve the Grievance. If the Grievant is not satisfied with the result of the meeting they shall have the right to proceed to Step 2.
2. Step Two (Formal Level). If a Grievance is not resolved at Step One, the Grievant shall have the right to proceed to Step Two by filing a written Grievance within five (5) days of the meeting at Step One. The Grievance shall be sent to the member's immediate supervisor with a copy to the Association. Within five (5) days of the receipt of the Grievance, the Supervisor shall file a written response.
3. Step Three. If the Grievant is not satisfied with the disposition at Step Two or if a timely disposition has not been received, the Grievant shall have the right to advance the Grievance to Step Three. In order to advance the Grievance to Step Three, the Grievant shall file the Grievance with the Superintendent of Schools or designee within five (5) days of receipt of the Step Two response or the due date for the Step Two response. Within seven (7) days of the receipt of the Grievance, the Superintendent or his designee shall meet with the Grievant to hear the Grievance. The Superintendent or designee shall within five (5) days of hearing the Grievance render a written decision on the Grievance.
4. Step Four. If the Association is not satisfied with the decision received at Step Three they shall have the right to have the matter heard by an arbitrator, unless the matter involves an alleged violation which is not subject to arbitration. In order to advance a Grievance to arbitration the Association must file a demand for arbitration with the American Arbitration Association within thirty (30) days of the date of the decision by the Superintendent or designee. The failure to file a timely demand for arbitration shall mean the Grievance is abandoned unless the parties have agreed to an extension. In lieu of processing the

Grievance through the American Arbitration Association, the parties may agree to the appointment of an arbitrator, however, this process shall not serve to extend the time lines for demanding arbitration unless the parties so agree in writing. The parties agree to be bound by the decision of the arbitrator so long as the decision is within the scope of the arbitrator's authority under this Agreement.

Rules Governing the Grievance Procedure

The following rules shall govern the Grievance Procedure.

1. Any matter which is excluded from the Grievance Procedure shall not be filed as a Grievance. Such matter shall include, by way of example, the decision to terminate a probationary employee and a decision to grant or deny a continuing education request. If such a matter is filed as a Grievance, the School district shall have the right not to respond and the matter shall be deemed null and void.
2. Powers of the Arbitrator: The Arbitrator shall be empowered, except as limited by this Agreement, to make a decision in cases of alleged violations, misinterpretations or misapplications of a specific Article and Section of this Agreement.
 - (a) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (b) The arbitrator shall have no power to establish salary schedules or pay levels under this Agreement or increase or change any staffing levels.
 - (c) The arbitrator's authority shall be limited to deciding whether the District has violated the specific Article and Section cited in the Grievance. It is agreed (except as provided in this Agreement) the arbitrator shall have no power to change any practice, policy, or rule of the District.
 - (d) The arbitrator shall have the power to make monetary award such as, by way of example, back pay but shall not have the power to award damages.
 - (e) The arbitrator's decision shall be in writing and rendered in accordance with the time lines of the American Arbitration Association. Any arbitration hearing shall be heard at a mutually agreed location in St. Clair County.
3. Each party shall pay one-half (1/2) of the arbitrator's fees and expenses.
4. The deadlines in this Article may be extended by the parties. Any agreement to extend time lines shall be confirmed in writing or by e-mail. In the event a party request and is granted an adjournment of an arbitration hearing, if the adjournment results in any costs being assessed, the party requesting the adjournment shall pay such cost.
5. The Association shall have the option of initiating an Association Grievance at Step Three, which is the Superintendent or designee's level.

Article XVI

Severance Leave Compensation

A. A Severance Allowance of one-fourth (1/4) of regular daily wage earned during the year of retirement for all accumulated sick leave will be paid to the employee who retires and, provided, the employee meets the minimum requirements for retirement under the provisions of the Michigan Public School Employees Retirement System, and has worked a minimum of ten (10) years in the Marysville Public Schools District. The maximum payment under this Article shall be five thousand dollars (\$5,000).

B. An employee who dies while employed by the School District and meets the time requirements set in Paragraph A of Article XVI will be eligible for the same benefits as an employee retiring. The severance pay in such cases will be paid to a beneficiary designated by the employee.

Article XVII

General Provisions

A. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Association and employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for so doing, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect.

B. The Board retains all the rights, power and authority exercised or had by it prior to the date hereof, except as specifically limited by express provisions of this Agreement.

C. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed on, the District and the Association, except as provided by law.

D. This Agreement is subject to amendment, alteration or additions only by subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

E. An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.0501 to 141.1531, shall be allowed to reject, modify, or terminate this agreement. Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Association to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Association's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an emergency financial manager which acts to reject, modify, or terminate the collective bargaining agreement. This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or on the employer. The Association reserves all rights to assert that this clause is unenforceable.

Article XVIII

Evaluation

- A. All members of the Marysville Educational Support Personnel MEA/NEA:
1. Evaluations shall be conducted by the employee's immediate supervisor.
 2. All formal evaluations shall be written evaluations and recorded on "Employee Performance Appraisal Form".
 3. The immediate supervisor will hold a verbal post-evaluation conference with the employee to review the evaluation.
 4. Forms signed by the supervisor and employee shall indicate only receipt of the evaluation, not necessarily agreement.
 5. An employee shall have the right to respond to his/her evaluation, in writing, and have it attached to his/her official evaluation to be placed in the personnel file.
 6. Probationary employees will be evaluated at least once during the probationary period, using "Employee Performance Appraisal Form."
 7. Permanent employees will be formally evaluated at least once every two (2) years.

Article XIX

Duration

A. This Agreement shall become effective July 1, 2012, and shall continue in full force and effect until midnight June 30, 2013, except that this contract may be opened by either party notifying the other in writing prior to April 1, 2013, for the purpose of commencing negotiations for a new agreement.

B. It is further agreed that in the event that a new agreement is not ratified prior to the expiration date of June 30, 2012, this contract shall remain in effect until such new agreement is ratified and the benefits in the new agreement shall be retroactive to July 1, 2012, with the exception of changes in insurance which will be effective as determined by the carriers' rules and regulations.

C. Any portion of the Agreement may be opened upon the written mutual agreement of the Union and the Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly-authorized representatives this ____ day of _____, 2012.

**MARYSVILLE EDUCATIONAL
SUPPORT PERSONNEL MEA/NEA:**

MARYSVILLE PUBLIC
SCHOOLS DISTRICT:

By _____
Marysville Educational Support Personnel

By _____
President of Board

And _____
Marysville Educational Support Personnel

And _____
Secretary of Board

And _____
Marysville Educational Support Personnel

And _____
Marysville Educational Support Personnel

And _____
SCCEA Uniserv Director

SALARY SCHEDULE

2012-2013

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>
Prob	11.45	11.41	11.36
1	12.70	12.65	12.58
2	13.63	13.60	13.54
3	14.43	14.38	14.32
4	15.14	15.09	14.99
5	15.87	15.81	15.74
6	16.72	16.67	16.60
7	17.58	17.49	17.38

- A. All steps shall be one-year periods, except that the twelve (12)-week Probationary Step and Step “1” combined total a one-year period.
- B. Upon completion of the initial twelve (12)-week probationary period, and upon approval by the Board, the employee shall be placed on Step “1”, unless given credit for previous comparable experience (Article VIII, Section G). Employees, other than probationary, shall be given a one-step increase on the first day worked after July 1 of each year provided their Seniority Date is between July 1st and October 31st. Employees whose Seniority Date falls between November 1st and June 30th shall be placed on the next ensuing step on each anniversary of their Seniority Date.

GRIEVANCE REPORT FORM (cont.)

D. Disposition of Grievant and/or Union: _____

Signature

Date

If additional space is needed in reporting Section B of Step 2, attach an additional sheet.



STEP 3

A. Date Submitted to Superintendent or Designee: _____

B. Date Meeting Held: _____

C. Disposition of Superintendent or Designee: _____

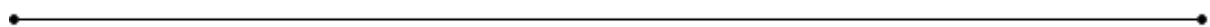
Signature

Date

D. Position of Grievant and/or Union: _____

Signature

Date



GRIEVANCE REPORT FORM (cont.)

STEP 4

A. Date Submitted to Board of Education: _____

B. Date of Hearing: _____

C. Disposition of Board: _____

Signature

Date

D. Position of Grievant and /or Union: _____

Signature

Date

•-----•

STEP 5

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

MARYSVILLE EDUCATIONAL SUPPORT PERSONNEL
PERFORMANCE APPRAISAL

Employee _____ Date _____

KNOWLEDGE OF WORK

Understands the basic fundamentals, methods and procedures of the job, including the operation of essential equipment required for the position.

Satisfactory Needs Improvement Unsatisfactory

COMMENTS:

QUANTITY OF WORK

Overall consistency of acceptable work.

Satisfactory Needs Improvement Unsatisfactory

COMMENTS:

QUALITY OF WORK

Acceptable work, including accuracy, thoroughness, appearance and reliability.

Satisfactory Needs Improvement Unsatisfactory

COMMENTS:

ADAPTABILITY

Adjusts to new situations and responsibilities encountered on job.

Satisfactory Needs Improvement Unsatisfactory

COMMENTS:



JUDGMENT

Giving proper attention to details and deciding a course of action when a choice must be made.

Satisfactory Needs Improvement Unsatisfactory

COMMENTS:



INITIATIVE

Ability to perform assigned jobs in a competent manner.

Satisfactory Needs Improvement Unsatisfactory

COMMENTS:



RESPONSIBILITY

Ability to complete assigned jobs and be accountable for results. Dependability.

Satisfactory Needs Improvement Unsatisfactory

COMMENTS:



COOPERATION

Ability to work effectively and positively with supervision and others to achieve common goals.

Satisfactory Needs Improvement Unsatisfactory

COMMENTS:



ABILITY TO WORK WITH CHILDREN (when applicable)

Satisfactory Needs Improvement Unsatisfactory

COMMENTS:



AREAS OF STRENGTH

SUPERVISOR'S COMMENTS:

EMPLOYEE'S

COMMENTS:

Employee is recommended for:

- Continued Employment
- Continued Probation
- Termination

Signature of Supervisor

Date

Signature of Employee

Date

Signature confirms only that each party has participated in the evaluation. It does not affirm that all parts of the report are agreeable to both or either party. A written response may be submitted by the employee and will become a permanent part of this record.

Check here if such a response is attached.

MARYSVILLE PUBLIC SCHOOLS

EDUCATION AND TRAINING APPROVAL REQUEST

Copy 1 - Human Resources
Copy 2 - Originator

- SEMINAR / WORKSHOP
COLLEGE COURSE

NAME BUILDING

CREDITS/CEU'S START DATE END DATE
COURSE NAME ; SEMINAR; WORKSHOP

CREDITS/CEU'S START DATE END DATE
COURSE NAME ; SEMINAR; WORKSHOP

CREDITS/CEU'S START DATE END DATE
COURSE NAME ; SEMINAR; WORKSHOP

OFFERED BY LOCATION

COURSE FEE / TUITION BOOKS ESTIMATE OF MILEAGE, MEALS & LODGING (IF APPLICABLE)

TOTAL

COURSE or SEMINAR / WORKSHOP DESCRIPTION

Two horizontal lines for course description.

THIS REQUEST HAS BEEN APPROVED

SUPERINTENDENT OF SCHOOLS DATE

DIRECTOR OF PERSONNEL DATE

To receive reimbursement, I must submit proof of successful completion of the work, my paid receipts, and a copy of this approved EDUCATION AND TRAINING REQUEST.

EMPLOYEE SIGNATURE DATE

APPROVED FOR PAYMENT DATE

THIS REQUEST HAS NOT BEEN APPROVED

SUPERINTENDENT OF SCHOOLS DATE

DIRECTOR OF PERSONNEL DATE