

MASTER AGREEMENT

BY AND BETWEEN

TUSCOLA INTERMEDIATE BOARD OF EDUCATION

AND

TUSCOLA INTERMEDIATE PARAPROFESSIONAL ASSOCIATION

TUSCOLA INTERMEDIATE SCHOOL DISTRICT

SEPTEMBER 1, 2009

UNTIL

AUGUST 31, 2012

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A G R E E M E N T

This Agreement is made and entered into on this 20th day of July, 2009, by and between the Tuscola Intermediate Board of Education, Tuscola County, Michigan (hereinafter referred to as the "Board"), and the Tuscola Intermediate Paraprofessional Association (hereinafter referred to as the "TIPPA/MEA").

ARTICLE I - RECOGNITION

- 1.1 Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, and Public Act 112 of 1993, the Board recognizes the TIPPA/MEA as the sole and exclusive bargaining agent for all employees of the unit, including Bus Drivers, Custodians, Secretaries, Clerks, Teacher Paraprofessionals, Career-Technical Paraprofessionals, but excluding Administrators, Supervisors, Teachers, Secretaries and Clerks assigned to the central administrative office, confidential employees and all others.
- 1.2 Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join and support the TIPPA/MEA for the purpose of exercising all rights granted under the Act.
- 1.3 Unless otherwise indicated, use of the term "Employee"/"Bargaining Member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

ARTICLE 2 - BOARD RIGHTS

- 2.1 The Board, on its own behalf and on behalf of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting, the generality of the foregoing, the right:
 - 1) To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees, when the employee is required to or is performing services for, and/or representing the Tuscola Intermediate School District;
 - 2) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
 - 3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;
 - 5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities and the terms and conditions of employment, when an employee is required to or is performing services for, and/or representing the Tuscola Intermediate School District. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by

the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be subject to the provisions of Public Act 379, 1965, as amended and the specific provisions of this Agreement, and then only to the extent such specific provisions hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 3 - STRIKES AND LOCKOUTS

- 3.1 The Union agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike action as said term is defined by the Michigan Public Employment Relations Act.
- 3.2 The Employer agrees that it will not lockout any bargaining unit member during the term of this Agreement.

ARTICLE 4 - REVIEW COMMITTEE

- 4.1 A Review Committee, comprised of not more than two (2) representatives of the TIPPA/MEA and two (2) representatives of the Board, shall be established to discuss items of mutual concern. Request for meetings shall be presented in writing and shall include an agenda of items to be discussed. Meetings shall be mutually determined but shall not exceed an average of one per month. Neither party shall be obligated to enter into any agreement or understanding as a result of this provision and such matters discussed shall not be construed as an extension of the collective bargaining process and shall not be subject to the grievance procedure.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.1 Any TIPPA/MEA member, group of members, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of the Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may submit a grievance with the Board or its designated representative.
- 5.2 Purpose.
The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 5.3 Procedure.
The Board hereby designates as its representative for such purpose the appropriate principal or supervisor.
- 5.4 Level One
A member with a grievance will first meet with his/her immediate supervisor either directly or through the Association representative to discuss the matter. This shall be done within ten (10) school days after which the alleged grievance occurred. Both parties agree that they will have the sincere intent to resolve a grievance when they meet for this purpose at all levels.

If the matter being grieved arises from a level higher than the immediate supervisor, the informal meeting begins at that level but in no event higher than the superintendent's level.

5.5 Level Two

If the aggrieved party is not satisfied with the disposition of the grievance at the informal level, or if no disposition has been rendered within five (5) school days after the informal meeting, the grievant, either directly or through the Association representative, shall file the grievance on the appropriate form with the Association's representative and the immediate supervisor.

Within five (5) school days after receiving the written grievance, the immediate supervisor will arrange to meet with the aggrieved party in an effort to resolve it.

5.6 Level Three

- 1) If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Two or if no disposition has been rendered within ten (10) school days after presenting the grievance, he/she may file the grievance in writing with the Association's representative and the Assistant Superintendent, with a copy to the appropriate principal or supervisor.
- 2) The Assistant Superintendent will represent the Board at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance, the Assistant Superintendent will arrange to meet with the aggrieved person in an effort to resolve it.
- 3) If a member of the Association representative does not file a grievance in writing and the written grievance is not forwarded to the Assistant Superintendent within ten (10) school days after receiving the immediate supervisor's written response, the grievance is waived.

5.7 Level Four

- 1) If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Three or if no disposition has been rendered within ten (10) school days after presenting the grievance, he/she may file the grievance in writing with the Association's representative and the Superintendent, with a copy to the Assistant Superintendent.
- 2) The Superintendent will represent the Board at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance, the Superintendent will arrange to meet with the aggrieved person in an effort to resolve it.
- 3) If a member or the Association does not file a grievance in writing and the written grievance is not forwarded to the Superintendent within ten (10) school days after the member received notice of the Assistant Superintendent's decision on the grievance, then the grievance will be considered as waived.

5.8 Level Five

If the aggrieved party is not satisfied with the disposition of the Superintendent, or if no written decision is received by the Association representative within ten (10) school days of the Superintendent's meeting, the grievance may be submitted to an impartial arbitrator. The aggrieved party must notify the Superintendent they are going to arbitration within thirty-five (35) calendar days from the date of the written disposition. If the parties cannot agree as to the arbitrator, he/she shall be selected by the

American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or evidence not previously disclosed to the other. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

- 5.9 If any member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be returned with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- 5.10 The costs of all the arbitration proceedings shall be borne equally by the Board and the Association. Each shall pay one-half the total costs.
- 5.11 Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- 5.12 Resolution.
A grievance granted informal or formal to an individual shall apply to all staff members similarly affected.
- 5.13 When normally scheduled work day are canceled due to the closing of programs at the Highland Pines Facility and/or the Technology Center, said days shall not be considered as school days under this Article.

**ARTICLE 6 - MEMBERSHIP, DUES, FINANCIAL RESPONSIBILITY FEES,
AND PAYROLL DEDUCTION**

- 6.1 Any member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments and Contributions in the Association (local, State and National). The Association shall certify to the Board, in writing, the amount of said Dues, Assessments, and Contributions. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the TIPPA/MEA Constitution and By-laws. Pursuant to such authorization, the Board shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the member each month for ten (10) months, beginning in September and ending in June of each year. Any member who shall not perform services for any entire month of the school year (September through June) shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the member taking any paid leave of absence or sick leave provided for in this contract.
- 6.2 Each bargaining unit member shall, as a condition of employment, 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 Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such

service fee directly to the Association or authorize payment through payroll deduction the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. Such moneys shall be remitted to the Association or its designee no later than twenty (20) days following deduction.

6.3 The procedure in all cases of nonpayment of the service fee shall be as follows:

- 1) The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
- 2) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph 6.2 above.
- 3) The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
- 4) Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.

6.4 Pursuant to Chicago Teachers Union V Hudson 106 S CT 1066 (1986), the Association has established a policy regarding "Objections to Political Ideological Expenditures - Administrative Procedures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

6.5 Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to nonmembers, along with other required information, may not be available and transmitted to nonmembers until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated thirty (30) days following the Association's notification to nonmembers of the fee for that given school year.

6.6 The following members of the bargaining unit shall be exempt from compliance with Sections 6.1 and 6.2 of the Article:

- 1) Those people who are members in good standing of a religious order that has a bona-fide tenet of its faith, a prohibition against membership in a labor organization and payment of a service fee to a labor organization (as described in Sections 6.1 and 6.2 in this Article). To claim exemption under this sub-section, a person shall be required to provide verification, from a minister of his/her church,

that he/she is a member in good standing of the church and that the church prohibits compliance with Sections 6.1 and 6.2 of this Article.

- 6.7 The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Association further agrees to indemnify the Board of any damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
- 1) The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - 2) The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or other tribunal.
 - 3) The Association has the right to choose the legal counsel to defend any such suit or action.
 - 4) The Association shall have the right to compromise or settle any claim made against the Board under this section.
- 6.8 With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for dues, assessments, contributions, of financial responsibility service fees, the Board agrees promptly to disburse said sum to the Association.
- 6.9 Upon appropriate written authorization from the member, the Board shall deduct from the salary of any member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE 7 - PROBATIONARY EMPLOYEES

- 7.1 Probationary employees shall be entitled to the wages provided in the salary schedule and sick leave benefits provided in Article 14, but shall not be entitled to any other benefit of the agreement during the probationary period. Probationary employees may be terminated at the discretion of the Board at any time during the probationary period (ninety [90] working days) and shall not have recourse to the provisions of the grievance procedure for matters pertaining to dismissal.

ARTICLE 8 - SENIORITY

- 8.1 Seniority is the length of continuous service to the Tuscola Intermediate School District. It shall be used for the purpose of Layoff/Recall (Article 12) and Vacancies and Transfers (Article 11), Salary (Appendix A), and Vacation (Article 18).
- 8.2 Upon completion of the probationary period (ninety [90] working days), the employee will be considered as a seniority employee and his/her seniority will be established as of the first day worked. Seniority shall accumulate continuously, except as specified in paragraph 8.4 and 8.6 of this Article.
- 8.3 In the event more than one individual has the same first date of hire, the relative place of such persons on the seniority list with respect to that date of hire will be determined by a drawing of lots participated in by

all affected bargaining unit members. The notice of the drawing, including date, place, and time, will be provided in writing to the Union and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the Union or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing.

- 8.4 Paid Leaves of Absence shall not constitute a break in continuous service, but time spent on Unpaid Leaves shall not be added to the total accumulated seniority, provided, the unpaid leave exceeds thirty (30) continuous working days in duration.
- 8.5 For purposes of this provision, all bargaining unit members shall be placed in the following classifications based on their current assignment:
- 1) Custodial/Maintenance
 - 2) Clerical/Secretarial
 - 3) Teacher Paraprofessional
 - 4) Bus Driver
 - 5) Career-Technical Paraprofessional
- 8.6 Seniority shall be terminated for the following reasons:
- 1) The employee quits.
 - 2) The employee is discharged.
 - 3) The employee is laid off for a continuous period equal to the classification seniority he has acquired at the time of layoff.
 - 4) The employee retires.
 - 5) The employee gives false information on a leave of absence form.
- 8.7 For the purpose of Reduction in Personnel, Layoff, and Recall, a bargaining unit member working in more than one classification shall be deemed to be assigned to all appropriate classifications.
- 8.8 Any bargaining unit member who has been incapacitated at his/her work by injury or compensable occupational disease while employed by the Board may be employed at other bargaining unit work on a job that is operated by the Board, which he/she can do, without regard to any seniority provision in this Agreement.
- 8.9 The Employer shall prepare, maintain and post the seniority list. The seniority list shall be updated and given to the Association annually during the month of October. The Association shall certify to the District by the end of each November that the seniority list is accurate for that school year. In the future, no changes will be made for previous years, after this list is certified for the 2002-2003 school year.
- 8.10 An employee who is transferred to a position with the Board that is not covered by the terms and conditions of the Agreement shall continue to accumulate and retain seniority for a period of one (1) year

from the date of such transfer and shall be entitled to exercise such accumulated seniority upon return to the bargaining unit.

- 8.11 A year constitutes 180+ days of employment and not more than one year (10 months) of seniority can be earned in a year. Seniority shall be calculated in years and tenths of years.
- 8.12 Seniority is only earned by regular employees. Substitutes are not eligible for seniority.
- 8.13 Bargaining unit members who become Supervisors shall have their seniority frozen at the time of leave. If they are laid off and return to the bargaining unit, their seniority will continue at that time.
- 8.14 Employees successfully moving from one classification to another shall be placed in a six (6) week trial period. During this trial period, all employees will receive the pay rate for the job they are performing. If the trial period proves unsatisfactory to either party, the process will be reversed.
- 8.15 Years of seniority for service prior to the effective date of this agreement will be accepted as published on the last official list after certification by the union, and only future calculations are subject to the terms of this agreement.
- 8.16 An employee's seniority shall entitle him/her to only such rights as are expressly provided for in this agreement.

ARTICLE 9 - ASSOCIATION AND MEMBER RIGHTS

- 9.1 The Board and the Association agree to abide by Act 379 of the Public Acts of 1965 as amended, and Public Act 112 of 1993, and to all the applicable laws and statutes pertaining to members' rights and responsibilities. The Board agrees that every TIPPA/MEA employee of the Board shall have the right to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted legal activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of the United States and the Constitution of the State of Michigan; that it will not discriminate against any member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 9.2 Members shall be entitled to full rights of citizenship. The religious or political activities of any member or the lack thereof shall not be grounds for any discipline or discrimination with respect to the professional employment of such member. The private and personal life of any member is not within the appropriate concern or attention of the Board except where the same shall adversely affect the student-member relationship.

- 9.3 The provisions of the Agreement shall be applied without regard to race, creed, religion, color, age, sex, marital status, disability, or national origin.
- 9.4 The Association, or a committee thereof, shall have the right to use Intermediate School building and facilities for Association meetings after the close of school. The Association agrees to reimburse the Board for any damage to equipment or facilities entrusted to its use and care, and to reimburse the Board for any materials consumed in the use of any of the facilities or duplication equipment.
- 9.5 No member of the Board shall respond to a public complaint regarding the individual employee at a Board of Education meeting.
- Should a party wish to lodge a complaint against an employee at a public Board meeting, the Board may choose to set a special meeting to hear the complaint or hear it at the next scheduled Board meeting, provided the member has a minimum of one week's notice and is provided the opportunity to be present at the meeting. At the request of the employee in question, the Board shall move to executive session, barring all persons not directly involved from the proceedings. The affected member shall also be free to have representation of his or her own choosing present at all times.
- If after proper notification to the employee, as described above, the employee declines or refuses to be present, the Board shall be free to conduct its affairs in regard to same in whatever manner it considers to be reasonable.
- 9.6 Members are entitled to appropriate administrative support at all times, and shall be advised of who is the administrator in charge of their respective programs. In the absence of the designated administrator from the building, members shall be advised of the administrator to be contacted if a decision is needed.
- 9.7 No material, including but not limited to student, parental, or school complaints originating after initial employment will be placed in his/her personnel file unless the member has had an opportunity to review the material. Complaints against the member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The member may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. If the material to be placed in the file is in error, the material will be corrected or expunged from the file, whichever is appropriate. When a member is requested to sign material placed in the file such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. Any recommendations, written or oral, made to any party outside of the Tuscola Intermediate School District shall be based solely on factual information previously disclosed to the member.
- 9.8 Members shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- 9.9 The Board, through Administration, in recognition of the concept of progressive correction, shall notify the member in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period

for correction. Further, the Board recognizes that no member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Accordingly, a member shall, at all times, be entitled to have a representative of the Association present when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in the performance of their duties. If a representative of the Association is unable to be present, within three (3) school days of the alleged infraction, the disciplinary action may be effectuated by the Administration and subject to future review by the Association representative at a mutually convenient time.

It is expressly understood that any such disciplinary action may be subject to review by the Grievance Procedure as outline in Article 5.

- 9.10 The Board will reimburse member for loss, damage or destruction of personal property which is necessary to the performance of working duties of the member while on duty in a school or on a school premises or approved school business (field trips, etc.) with two provisions:
- 1) That such property is not covered under other insurance.
 - 2) That any damage claim in excess of \$15.00 will be reimbursed in full by the Board.
- 9.11 In classrooms operated by the Intermediate School District, a written statement by the Board governing use of corporal punishment of students shall be publicized to all new members. A member may, at all times, use such force as is necessary to protect himself/herself, a fellow worker or administrator, or a student, from attack, physical abuse or injury. The Board agrees to indemnify workers against any damages, fines, legal fees or other costs as a consequence of any act or omission authorized by a written statement of the Board or by the provisions of this paragraph.
- 9.12 Each member shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the member in such review. The employee and the Association representative, if accompanying the member in review, shall affix his/her signature and the date to the record to signify he/she has reviewed his/her file and is aware of the contents, but in no instance shall said signature be interpreted to mean agreement with content.
- 9.13 Any complaints regarding a member made to the administration by any parents, student or other person of said member's performance will be promptly called to the member's attention. The member may submit a written notation regarding the incident or incidents in question and the same shall be attached to the official file copy of the material. A member believing a complaint to be inappropriate or in error, may seek removal of the official file copy through the grievance procedure.
- 9.14 Up to forty (40) hours per year for use by officers or agents of the Association to conduct the business of the Association. Use of such days shall be:
- 1) designated by the Association President to the Superintendent 48 hours in advance unless emergency conditions preclude such notice.
 - 2) in conformity with current State law.
 - 3) not more than two (2) members shall be released on any day under the provisions of the contract.

- 4) used in time increments of not less than thirty (30) minutes provided a substitute is not required. Should a substitute be required, the minimum time increment shall be two and one-half (2 1/2) hours.
- 5) Association time shall not be used to attend MESA hearings.

ARTICLE 10 - PRINTING OF AGREEMENT

- 10.1 One (1) copy of this Agreement for each employee in the Bargaining Unit shall be printed at the expense of the Board. Twenty (20) additional copies shall be provided to the TIPPA/MEA upon the first distribution at no cost. The TIPPA/MEA may request additional copies at cost.

ARTICLE 11 - VACANCIES AND TRANSFERS

- 11.1 A vacancy shall exist when there are more positions than there are employees in the classification. An open position shall exist when a vacated position requires an employee be recalled from layoff to fill all positions within the classification.
- 11.2 Notice of vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) working days. Said posting shall contain the following information:
- 1) Type of work.
 - 2) Location of work.
 - 3) Starting date.
 - 4) Rate of pay.
 - 5) Hours to be worked and days to be worked per year.
 - 6) Classification.
 - 7) Minimum requirements.
- Location shall be defined as providing sufficient information to enable a prospective applicant to identify specific rooms, supervisors, and function of the work that will be performed, except for job coaches at Highland Pines.
- 11.3 Notice of an open position will be posted for two (2) days. The posting will contain the same information as 1), 2), 3), and 5) above. If necessary a meeting will be called by the administration for the purpose of filling the position and other positions which may become open as a result of filling the posted position. Working conditions of the subsequent openings will be discussed at the meeting.
- 11.4 Bargaining unit members interested in vacancies or open positions may apply in writing to the Superintendent, or designee, within the posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. Mail, to their last known address provided the employee has requested such notification in writing.
- Vacancies and open positions shall be filled as follows:
- 1) FOR POSITIONS THAT ARE AN EXTENSION OF THE NORMAL WORKYEAR FOR THAT ASSIGNMENT:
 - a) The bargaining unit member currently assigned to that position shall have the right to accept or reject that work.

- b) If the incumbent bargaining unit member rejects the work, the position will be filled as in Section 11.4-2) of this Article.
- 2) IF A POSITION IS NOT AN EXTENSION OF A SPECIFIC ASSIGNMENT, IT WILL BE FILLED AS FOLLOWS:
 - a) If there are applicants from within the affected classification, the position will be filled with the most senior qualified applicant.
 - b) If there are no applicants from within the affected classification, the position will be filled by the most senior qualified applicant from other classifications.

For the purpose of this Article, qualified shall be defined as specified in Article 12 - Reduction and Recall. Bus driver and custodian vacancies will be filled on the basis of seniority. Any bargaining unit member who changes classification shall be reduced two (2) steps on the salary schedule.

- 11.5 Within fifteen (15) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be notified in writing with a copy provided to the Association/Union.
- 11.6 The administration has the prerogative of transferring and placing an employee in a position. Such transfers and placements will be with as sufficient notice as is possible under the conditions.
- 11.7 Bargaining unit members shall not be placed on a lower step of the Salary Schedule due to an involuntary transfer.
- 11.8 The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable cause.
- 11.9 Any bargaining unit member who is temporarily assigned the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as a result of any involuntary temporary change in duties.
- 11.10 Any bargaining unit member who applies for a temporary vacancy and is subsequently placed in that vacancy shall be subject to the following:
 - 1) The bargaining unit member shall be eligible to return to his/her former position if it still exists at the start of the following school year (late August) or upon return of the employee whose absence created the temporary vacancy or upon termination of the temporary vacancy.
 - 2) The bargaining unit member may apply for any permanent vacancy or open position while holding a temporary vacancy.
 - 3) Pay and benefits will be at the rate for the temporary vacancy for the period the bargaining unit member is in the vacancy.
 - 4) The bargaining unit member shall not be eligible for duplicate benefits (i.e., vacation, holiday pay, etc.).
- 11.11 Any employee holding a temporary position shall not be entitled to bid on another temporary position until after they have returned to their permanent position.

ARTICLE 12 - REDUCTION AND RECALL

- 12.1 The Board reserves the sole discretion to determine the necessity to reduce and/or recall employees.
- 12.2 In the event of a necessary reduction in work force, the employer shall first lay off probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the employer while there are laid-off bargaining unit members who are qualified for a vacant or newly created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume the position of the least senior employee in their own classification.
- If the least senior employee in the classification being reduced or eliminated is less than full time, the affected employee shall have the right to assume the position of the lowest seniority employee in that classification who works the same length of workday and/or workyear. If there is no one less senior in their classification, the affected employee may replace the least senior employee in any other classification provided they meet the necessary qualifications for that position.
- 12.3 In the event of layoff, the employer and union may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of layoff. With the approval of the employer and the union, bargaining unit members may, at the option, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff.
- 12.4 Excluding bus drivers, in the event of a reduction in the daily work hours of one hour or more in a classification, a bargaining unit member may use his/her seniority to regain his/her lost hours by displacing the least senior employee in that classification who has a work schedule equal to the more senior employee's schedule prior to the reduction.
- 12.5 A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the daily substitute list according to his/her seniority. When subbing on a daily basis, the employee will receive substitute wages with no benefits. If a substitute will be needed for 20 or more working days in the same position, the most senior qualified (as defined in 12.7) person must be offered that sub position first. The time/date that the administrator is knowledgeable of the absence extending beyond 20 days is the day the position becomes eligible as a temporary recall position and this paragraph applies. No retroactivity permissible. If they refuse, the next senior person that is qualified must be contacted and so on down the layoff list of employees. During temporary recall, the employee will receive regular hourly wages and benefits. It is understood, a refusal can affect unemployment benefits eligibility.
- 12.6 Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position in the classification from which they were laid off or to any position in a classification from which the employee had previously held seniority or to any position the employee is qualified for as provided in 12.7.

- 12.7 For the purpose of this Article, qualifications shall be defined as meeting any certification or licensing requirements as well as the stated minimum requirements on the most recent posting for that position updated within sixty (60) days of ratification of this Agreement. The committee to review job descriptions shall consist of not more than three (3) people each for the Association and the District. The District shall meet and confer with the Association on any needed changes in job descriptions or new job descriptions during the life of the Agreement.
- 12.8 Notice of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to report to work. The employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the five (5) day period. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights.
- 12.9 The TIPPA/MEA shall be given a copy of the layoff list prior to the notification of the individual employees to be laid off.
- If there is disagreement concerning the layoff list, the TIPPA/MEA shall have the right to meet with the representatives of the Board to attempt to resolve the disagreement.
- 12.10 Employees shall be given thirty (30) calendar days' advance notification of the impending layoff when possible.
- 12.11 Employees shall retain recall rights equal to their seniority acquired prior to layoff.

ARTICLE 13 - PAID LEAVES

- 13.1 Sick days shall be available at the rate of one (1) per month worked to a maximum of twelve (12) days per year and can accumulate to a total of eighty-five (85) days.
- Schedule of maximum sick days:
- | | |
|-------------------------------------|---------|
| 184 day employees -- | 10 days |
| 200 day employees -- | 11 days |
| THOSE SCHEDULED 216 DAYS OR MORE -- | 12 days |
- 1) Sick time may be used in increments of one (1) hour prorated to the regular daily schedule of each employee in his/her particular job role.
 - 2) Sick days are to be earned, accumulated, and used based upon the regular daily work schedule of each employee in his/her particular job role. Sick leave accounting for individual employees shall be based on the number of hours earned and used.

- 13.2 Two (2) personal days may be used from the total of 13.1 above. Such days are defined as days for business that cannot be accomplished outside of the regular school days and time. Such days shall not be available the day prior to or following a legal holiday or vacation. A minimum of two (2) days advance notice in writing on the proper form must be made with the principal or his representative. (Advanced notice provision may be waived in emergency situations.) Employees shall not be required to provide the reason for requesting a personal day.
- 13.3 Any employee called for jury duty during working hours shall be paid his/her full salary for such time. If an employee is released from jury duty two and one-half (2 1/2) hours or more prior to the end of his shift, he must contact his supervisor for direction for the balance of that working day. The amount received for jury duty provided by the court shall be reimbursed to the Board except for mileage and meal allowance and except for any amount earned on Jury duty that is over and above the normal work day wages.
- 13.4 In the event sick days are needed beyond those accumulated in 13.1, they may be granted at the discretion of the Superintendent, but in no event will they exceed the maximum which may be accumulated at the end of that school year. If an employee terminated employment prior to the end of the year, the sick days used in excess of the day/month and/or annual accumulation shall be deducted from the employee's final paycheck or shall be repaid by that employee.
- 13.5 Employees shall be granted nonchargeable days for the death and funeral of a member of the immediate family as follows:
- 1) Up to five (5) working days for spouse, children, grandchildren, mother, father, mother-in-law, father-in-law, sister or brother.
 - 2) Up to two (2) working days for grandmother or grandfather.
- Attendance at funerals of other persons or when additional time is necessary may be granted and deducted from sick leave.
- 13.6 Employees shall be granted one (1) day, chargeable against their sick leave, for attending the funeral of aunts, uncles, brother- or sister-in-law, spouse's grandparents, or other persons living in the household.
- 13.7 After three (3) consecutive working days of absence due to illness, an employee shall furnish a statement from his/her personal physician, if requested by the Board. The Board has the right, at its expense, to require a physical examination at any time. An employee is required to notify the office as soon as possible and in case of a prolonged illness, the employee should call the office at least every three (3) days.
- 13.8 The Board, upon retirement of the employee, shall reimburse the employee at eighty percent (80%) of the current daily substitute rate per day for the unused accumulated paid leave days—up to a maximum of sixty (60) days. Members must have a minimum of fifteen (15) days of unused time in order to be eligible for this benefit.

13.9 Bargaining unit members with a minimum of twenty-five (25) accumulated paid leave days may use up to two (2) days during the school year as paid days during the Christmas Break or Spring Break.

13.10 Beginning with the 2009-2010 school year, bargaining unit members will be paid a stipend, annually, according to the amount of unused accumulated paid leave time they have available as of June 30 as listed below:

15 accumulated paid leave days - \$100 stipend annually

20 accumulated paid leave days - \$150 stipend annually

25 accumulated paid leave days - \$200 stipend annually

ARTICLE 14 - UNPAID LEAVES

14.1 General Conditions:

- 1) Leaves of absence without pay or benefits up to one (1) year in duration may/shall be granted upon written request from an employee. The employee requesting such leave will complete an unpaid leaves form.
- 2) Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable.
- 3) An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began if available. At least thirty (30) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work. If the employee's former position is not available, the employee will be placed in a comparable position within his/her classification, not at a lesser rate of pay.
- 4) Bargaining unit members requesting unpaid leave, not including FMLA, shall reimburse the District for sixty percent (60%) of the cost of the employee's health care benefit plan for each day granted for unpaid leave. If the employee is granted unpaid leave (not including FMLA) for more than thirty (30) days in one calendar year, the reimbursement rate shall be reduced to twenty-five percent (25%) of the health care benefit plan. Absences in excess of the contractual sick days supported by a physician's statement may be waived by the Administration with past work history being a significant factor. Reimbursement to the District shall be by payroll deduction. All requests for unpaid leave must be submitted to the Administration for consideration.

14.2 Specific Conditions:

- 1) Leaves without pay may be granted for a period of one (1) year upon request for the following purposes:
 - a) Military.
 - b) Professional.
 - c) Study or personal.
 - d) Public Service (when elected to public office).
 - e) Union Office (when elected to State or National).

- 2) Leaves without pay shall be granted for the period of one (1) year upon request for the following purposes:
 - a) Mental Disability (Doctor's statement required).
 - b) Physical Disability (Doctor's statement required).
 - c) Parental Care (natural birth or adoption).
- 3) All leaves may be extended upon written request of the employee for up to two (2) years. Request must be submitted on an annual basis.
- 4) All benefits accrued prior to the commencement of leave (i.e. sick days, seniority) shall be held in escrow.
- 5) The Board shall comply with the 1993 Family and Medical Leave Act. This policy shall be interpreted consistently with the definitions contained in the Act.
 - a) Employees with at least one full year of service and at least 1,250 hours of work in the last 12 months are entitled to unpaid leave of up to 12 weeks in any one year period for the birth/adoption of a child or for serious personal or family health reasons.
 - b) Leaves may be continuous or intermittent with the agreement of the employee and superintendent. Benefits shall continue during the leave upon payment of appropriate contributions.
 - c) Upon conclusion of the leave, the employee shall be returned to the same position or an equivalent position. If the employee does not return as scheduled, termination from the position may result.
 - d) The superintendent reserves all rights to require proper documentation of all leaves under the Act and this policy.

14.3 Should a bargaining unit member request a personal leave for the purpose of changing employment, the leave, if approved, shall be limited to six (6) months. Notice of return from such leave shall be as outlined in 14.1 3) above.

14.4 For the classification of teacher paraprofessionals, secretaries, career-technical paraprofessionals, and custodians:

- 1) When a leave in excess of twenty (20) working days is granted under Section 14.2 1) a) Military, b) Professional, c) Study or Personal (including change of employment), d) Public Service, e) Union Office, and it is determined by the Board the position cannot be eliminated, the position will be posted as a vacancy.
 - a) Upon return from this leave, the employee will be assigned to replace the least senior person in the said classification.
- 2) When a leave in excess of twenty (20) working days is granted under Section 14.2 2) a) Mental Disability, b) Physical Disability, c) Parental Care (which includes hospice type care of immediate family member) and it is determined by the Board that the position cannot be eliminated, the position may be filled with a substitute or temporary employee.
 - a) Upon return from the leave, the employee will be placed in his/her former position if said position still exists. If the position no longer exists or the leave exceeds twelve (12) months,

the employee will be placed in the position of the least senior employee working the same workday and workyear in his/her classification.

- 3) If an employee sustains work-related illness or injury and the apparent short term leaves continue beyond a period of twenty (20) working days, the employer shall begin the process of posting the position as a temporary vacancy with the intent of filling such position after an additional ten (10) working days of absence occur. Only those positions whose apparent short term leaves continue beyond thirty (30) working days will be filled.
 - a) The TIPPA and the employer shall be jointly responsible to acknowledge the number of days an individual may be absent under this section.
 - b) Upon return from the leave, the employee will be placed in his/her former position if said position still exists. If the position no longer exists or the leave exceeds twelve (12) months, the employee will be placed in a position according to seniority and qualifications within classification.
- 4) All leaves of less than twenty (20) consecutive working days shall be handled at the prerogative of the supervisor.

14.5 For the bus driver classification, all leaves will be handled as follows:

- 1) When a leave in excess of twenty (20) working days is granted under Section 14.2 1) a) Military, b) Professional, c) Study or Personal (including change of employment), d) Public Service, e) Union Office, and it is determined by the Board the position cannot be eliminated, the position will be posted as a vacancy.
 - a) Upon return from leave, the driver will replace the least senior driver until the next bidding period when all routes are then opened.
- 2) When a leave in excess of twenty (20) working days is granted under Section 14.2 2) a) Mental Disability, b) Physical Disability, c) Parental Care (which includes hospice type care of immediate family member) and it is determined by the Board that the position cannot be eliminated, the position may be filled with a substitute or temporary employee.
 - a) Upon return from the leave, the employee will be placed in his/her former position of said position still exists. If the position no longer exists, the employee will be placed in a position according to seniority.
- 3) If an employee sustains a work-related illness or injury and the apparent short term leaves continue beyond a period of twenty (20) working days, the employer shall begin the process of posting the position as a temporary vacancy with the intent of filling such position after an additional ten (10) working days of absence occur. Only those positions whose apparent short term leaves continue beyond thirty (30) working days will be filled.
 - a) The TIPPA and the employer shall be jointly responsible to acknowledge the number of days an individual may be absent under this section.
 - b) Upon return from the leave, the employee will be placed in his/her former position if said position still exists. If position no longer exists, the employee will be placed in a position according to seniority.
- 4) All leaves of less than twenty (20) consecutive working days shall be handled at the prerogative of the supervisor.

- 5) In the case of summer bus runs, runs shall be reposted when it is known that the driver holding the run shall not be able to complete at least ninety percent (90%) of the summer schedule.

ARTICLE 15 - INCLEMENT WEATHER

- 15.1 Because it is mutually agreed that the maximum number of hours of instruction annually is in the students' best interest, it is understood that every effort shall be made to work toward this goal.
- 15.2 The parties enter into this contract with mutual understanding that, for the duration of this collective agreement, bargaining unit members, excluding custodians, will be allowed a maximum of five (5) paid days per school year in which scheduled student instruction days are canceled due to inclement weather, severe storms, fires, epidemics, or health conditions. Days canceled due to the conditions enumerated above that are beyond the five (5) maximum paid days per school year will be unpaid days.
- However, to the extent that days may not be counted as days of pupil instruction under State law or the State Board of Education, then for any and all such days that are rescheduled by the School District, the employee will be required to work on such rescheduled days and shall be paid for the days at the end of that pay period.
- The maximum of five (5) paid days stated above are subject to decrease should new legislation develop that would decrease the hours allowed to be counted as hours of student instruction for days canceled.
- 15.3 Custodians would be responsible for reporting for duty on such days. The Supervisor of Buildings and Grounds has the option of allowing custodians to arrive at work late or to send them home early if he/she determines the weather is too severe to have them travel to their place of employment. The supervisor, when making his decision, shall take into consideration any advisories issued by the Michigan State Police, or Tuscola County Sheriff Department, or Tuscola County Road Commission.
- 15.4 Secretaries may be called in on a rotating basis by the building supervisor if the closing lasts more than two (2) days. Secretaries will be paid for make-up days if they worked the Act of God day.
- 15.5 In the event a bargaining unit member is scheduled for a paid day off (i.e. sick, vacation, personal, etc.) and there is a closing of his/her work place, said bargaining unit member shall not be charged with that day.
- 15.6 In the event weather conditions are of such that custodians are asked not to report to work or are released from work before the end of their regular work shift, they are to suffer no loss of pay for the day.
- 15.7 If the school is open and an employee does not report to work as scheduled due to inclement weather, this day will be charged against the employee's personal day account. If that account is exhausted, this day will be charged to the employee's sick day account. If that account is exhausted, this day will be charged to the employee's vacation day account. If that account is exhausted, the employee will incur loss of pay for that day.

ARTICLE 16 - LATENESS AND UNANTICIPATED ABSENCE

- 16.1 The employee who through unforeseen circumstances cannot report for work on time or will be absent from work must notify the office at the earliest opportunity. Transportation employees shall be given a separate phone number so they are able to report prior to morning bus runs.

ARTICLE 17 - HOURS OF WORK

- 17.1 The normal work week shall be as follows:
- 1) Career-Technical Paraprofessionals - Thirty (30) hours.
 - 2) Teacher Paraprofessionals - Thirty-five (35) hours.
 - 3) Secretaries - Forty (40) hours.
 - 4) Custodians - Forty (40) hours.
 - 5) Bus Drivers - Determined by Routes.

Due the variance in the length of work schedules, the following break provisions shall apply:

- 1) Custodians shall be allowed two 15-minute relief periods during a full shift and shall have a thirty (30) minute unpaid lunch period.
- 2) Special Education teacher paraprofessionals shall receive a paid one-half hour lunch period with no relief periods, or two 15-minute relief periods.
- 3) Career/Technical Education and Special Education secretaries shall receive a paid one-half hour lunch period with no relief periods, or two 15-minute relief periods and an unpaid one-half hour lunch period.
- 4) REMC teacher paraprofessionals and secretaries shall receive two 15-minute relief periods during a full shift and a one-half hour unpaid lunch period.
- 5) Career-technical paraprofessionals and bus drivers do not receive relief periods nor a paid lunch period.

The above shall be scheduled by the administration. Days worked, time, and hours shall be the responsibility of the administration.

This Article shall not limit the Board's employment of less than full-time individuals where deemed appropriate nor establish the length of the workday/week.

Employees wishing to work during break or lunch periods for the purpose of leaving work early or arriving late must have permission from their immediate administrative supervisor or principal to do so.

- 17.2 This schedule may include supervision of students during lunch periods.

- 17.3 Nothing contained herein shall be construed to limit the Board's right to create part-time positions. When part-time positions can be coupled to form a full-time position, such pairing shall occur. The resulting position shall then be posted as a vacancy. Student workers and substitute employees shall not be part of the bargaining unit, nor shall they be used to displace a bargaining unit member or cause a reduction in bargaining unit work.

17.4 The normal workyear for each classification is established as July 1 to June 30 (not the contract year) and will be as follows, unless otherwise posted:

- 1) Teacher Paraprofessionals & Career-Technical Paraprofessionals - 184 days
- 2) Secretaries - 200 + posted days
- 3) Custodians - 248 days
- 4) Bus Drivers - 184 days

ARTICLE 18 - VACATIONS

18.1 Full-time custodians (248 days) will be eligible for paid vacations and a vacation schedule shall be worked out with the Superintendent or the Supervisor at least one (1) month prior to initiation.

18.2 Vacation Schedule---Custodians: (248 days)

- 1) June 30 of first year - .4 days per month worked
- 2) June 30 of second year - .5 days per month worked
- 3) June 30 of third year - .583 days per month worked
- 4) June 30 of fourth year - .667 days per month worked
- 5) June 30 of fifth year - .75 days per month worked
- 6) June 30 of sixth year - .83 days per month worked
- 7) June 30 of seventh year - .9167 days per month worked
- 8) June 30 of eighth year - 1.00 days per month worked
- 9) June 30 of ninth year - 1.167 days per month worked
- 10) June 30 of tenth year - 1.25 days per month worked
- 11) June 30 of eleventh year - 1.25 days per month worked
- 12) June 30 of twelfth year - 1.25 days per month worked

18.3 Vacation eligibility for full-day employees transferring from 184-day positions to full-year positions shall commence with the first day worked as a full-year employee. Years worked as a full-day, 184-day employees shall be credited to the full-time employee at the rate of one-half (1/2) year for every one (1) year worked to a maximum of seven (7) days vacation eligibility.

18.4 Annual vacation cannot be accumulated for more than one (1) year except in extraordinary circumstances as approved by the administration.

18.5 Paid Holiday Schedule:

- 1) The paid holiday schedule shall be as follows:
 - a) Employees who are not receiving annual vacation shall have Thanksgiving, the day after Thanksgiving, and Good Friday as paid holidays.
 - b) All employees shall have Christmas Day, Christmas Eve Day, and New Year's Day as paid holidays.
- 2) All employees working less than 180 days shall have their holiday schedule prorated as follows:

- a) The employees scheduled workyear shall be divided by 180 to determining percentage of year worked.
- b) That percentage shall be applied to the employee's daily rate to determine holiday pay for each holiday.

Example: 120 days (scheduled workyear) divided by
 180 days (normal workyear) = 66.6%
 66.6% x \$57.68 (daily rate) = \$38.41 Holiday Pay

18.6 Employees receiving vacations under Article 18.2 are encouraged to use those days during school vacation periods or as paid holidays.

ARTICLE 19 - WORKING CONDITIONS

19.1 Travel and Other Allowances - All employees required to perform official travel in performance of their duties are reimbursed at the current IRS rate. Reimbursement will also be made for other actual expenses incurred in performance of duties. Pursuant to District policies, alcoholic beverages will not be reimbursed. Employees shall submit an itemized account of such expenditures which must be approved by the Superintendent before payment is made.

19.2 Pay periods - Employees are paid by check or electronic deposit bi-weekly. If a holiday falls on the pay date, personnel will be paid on the preceding day.

19.3 Bus Paraprofessionals - The Board will consider bus driver recommendations for the assignment of a paraprofessional on buses.

19.4 Terminating Employment - Notice of resignation is to be submitted two (2) weeks prior to termination.

19.5 When the sponsor of a program and the bargaining unit member feel there is a demonstrated need for the bargaining unit member's assistance in activities which occur outside the regular working hours of the employees, they may jointly request, in writing, that the employee be authorized to work that activity at his/her regular rate of pay. Payment shall only occur upon approval of the appropriate administrator. Employees who are requested to participate in HPS Springfest and TTC Open House will be compensated at their regular rate of pay. This excludes Special Olympics.

19.6 Annual authorization fees for career-technical paraprofessionals will be paid by the Board if the administration requests that the individual be certified and the individual agrees. Career-technical paraprofessionals who are certified shall be paid an additional twenty-five dollars (\$25.00) per day if they substitute for a classroom teacher at TTC. Teacher paraprofessionals who hold an LPN license shall be paid an additional twenty dollars (\$20.00) per day if they substitute for the school nurse at HPS.

19.7 Work Opportunity Enhancement.
 Those employees who desire to be considered for temporary work opportunity outside their classification will be provided that opportunity on an as-needed basis.

Opportunity for cutting lawns, painting, etc., will be posted and persons shall indicate their interest by making application in writing. The work shall be distributed on a seniority basis with the person with the highest seniority and the earliest date of previous work opportunity under this section to be offered the opportunity. Wages shall be equal to the current substitute wages for the category.

This section shall not be interpreted to restrict or impede the employment of normal substitutes.

Employees shall not exceed forty (40) hours in any workweek under this section.

- 19.8 Custodial work areas shall be defined by building or function. Building assignments shall be bid on a yearly basis and allocated by seniority. Work areas defined by function shall not be re-bid yearly. Such work shall be allocated through the vacancy section of the contract.

Work areas shall be described with adequate detail so bidders can ascertain the work they are bidding on. Work areas that are significantly modified during the school year will be reopened to the bidding process. Significant modification is to be considered change in room/area assignment(s) which result in a change of more than one hour to the original assignment.

ARTICLE 20 - BUS DRIVER CONDITIONS

- 20.1 Bus Drivers will receive reimbursement for required physical examinations (including TB test). Selection of the examining physician shall be the prerogative of the Board. If the physician is unable to conduct the examination outside of working hours, the driver will suffer no loss of pay. The physician must notify the school of the appointment and send the bill to the District.

- 20.2 Full reimbursement will be made for required driver license, recertification, and endorsements. Replacements (duplicates) are the responsibility of the driver.

- 20.3 School Bus Driver Training for new drivers is required by State Law. All new drivers will be reimbursed at the stand-by rate for the time spent in the classroom at these meetings.

- 20.4 If a school inservice meeting must be attended by a driver as a condition of their continued employment, the driver will be reimbursed at the stand-by rate for the time spent in the classroom at these meetings.

- 20.5 Trips made as Part of the Instructional Program.

It is understood that there are portions of the instructional program which require the use of transportation for the completion of the program goals and objectives. At the present time there are two such programs, the Community Living Skills and Activities of Daily Living. Transportation of groups of eight or fewer students which is required for such programs may be provided by either certified drivers or other staff upon the approval of the administration. If more than five such trips outside of the I.S.D. boundaries are required for a program during the year, those trips in excess of five would be made by a certified driver. Any additional programs added will also be subject to the five trip limit as described above.

20.6 Trips Made as an Optional Part of the Instructional Day.
All trips requiring the transportation of more than six (6) students which are an optional part of the instructional day and which are requested on the fieldtrip request form will be driven by a certified bus driver of the Tuscola Intermediate School District regardless of type of vehicle utilized. Pay for such trips will be at the respective rates specified in the Master Agreement. The only exception made to this provision shall be the annual career-technical student trip to the Detroit Auto Show.

20.7 Non-Instructional Extra-Curricular Trips.
At times, students will participate in outside events (such as Special Olympics, Scouts, or other non-instructional extra-curricular trips) which may necessitate transportation all or in part outside of the instructional day. When such events require the transportation of more than six (6) students transported in a TISD vehicle, a certified Tuscola Intermediate School District school bus driver will be utilized and paid at their respective contractual rates for driving such duties. If vehicles other than school buses are used for such trips, driver selection will be at the discretion of the activity sponsor.

A minimum of two (2) available regular midday routes shall not be tied to availability for subbing or dispatching, but shall be freestanding and allocated by seniority so long as the successful bidder does not exceed seven (7) hours.

20.8 Bus Route Selection.
The selection of bus routes will take place on an annual basis, prior to the commencement of the new school year. The transportation supervisor shall be responsible for developing the bus routes, establishing the date and time of the meeting, and the notification of the drivers. The routes will be reviewed and finalized at the meeting by the transportation director. Route selection shall be based on seniority with the most senior driver selecting first and continuing until all routes are assigned by each driver selecting from the remaining routes. All summer bus routes shall be allocated by seniority at a meeting to be held prior to the end of the 180-day school year each year.

ARTICLE 21 - INSURANCE PROTECTION

21.1 Pursuant to the authority, as set forth in the Michigan School Code Section 380.632, the Board agrees to provide a hospitalization insurance fringe benefit.

21.2 Effective November 1, 1989, and upon acceptance of a written application, the Board of Education will provide each full-time employee and eligible dependents (five [5] hours or more per day) with 85% of the cost of health insurance. The protection being either MESSA Choices II PPO with In-Network---No deductible / Out-of-Network---\$250/\$500 deductible, \$10/\$20 RX, or its equivalent. For employees working three (3) hours or more but less than five (5) hours per day, the Board contribution will be 65% of health insurance (including eligible dependents). Employee contributions for health insurance premium shall be made pursuant to an IRS Section 125 Plan.

21.3 Upon acceptance of a written application, the Board will provide all employees who are accumulating seniority and eligible dependents with Delta Dental 50/50/0 (\$1,200 per contract year) including C.O.B. or its equivalent.

21.4 For those employees accumulating seniority, the Board will provide, upon written application, VSP2 Silver Vision Plan (80%) or its equivalent subject to the terms of the carrier.

21.5 Upon acceptance of a written application, the Board will provide each employee who is accumulating seniority, MESSA Term Life Insurance in the amount of twenty-two thousand five hundred dollars (\$22,500) with Accidental Death and Dismemberment coverage (AD&D).

The acceptance is subject to the terms and conditions of the underwriting requirements of the insurance carrier.

21.6 The District will provide for all eligible employees in the Paraprofessional Association long term disability insurance with the following specifications:

Benefits

A. Benefit Percentage	60
B. Maximum Monthly Income Benefit	\$2,500
C. Maximum Eligible Monthly Salary	\$4,166
D. Qualifying Period	120 CDSW
E. Maternity Coverage	YES
F. Pre-Existing Condition Waiver	YES
G. Freeze on Offsets	YES
H. Alcoholism/Drug Waiver	YES
I. Mental/Nervous Waiver	YES
J. Cost of Living Benefit	NO
K. Education Supplement Benefit	NO

The above insurance shall be provided through MESSA and subject to the limitations of the carrier.

21.7 The sole authority for the selection of the insurance carriers of the district shall rest with the Board.

21.8 All employees accumulating seniority are eligible for participation in the hospital insurance plan selected and approved by the Board, providing they make the necessary arrangements to pay their premium and are accepted by the carrier.

21.9 Employees newly hired by the Board shall be eligible for Board subsidy of the premium on the first month following the completion of their probationary period.

21.10 Employees who become disabled and who are qualified for benefits under the worker's compensation act shall have their district-paid insurance benefits terminated one hundred and twenty (120) days following the onset of the disability. This provision shall be applied prospectively and retroactively for all members of the bargaining unit.

21.11 Employees working less than three (3) hours per day (15 hours per week) are not eligible to receive fringe/insurance benefits paid by the Board.

ARTICLE 22 - EMPLOYEE EVALUATION

22.1 The purpose of evaluation is to assess employee performance and to improve employee performance. For the purposes of this Article, the terms "evaluation" and "observation" shall be defined as follows:

- 1) Evaluation - Signed written record placed in personnel file.
- 2) Observation - A visitation for the purpose of gathering information (those observed by the observation room method shall be given notice of said observation).

22.2 PROBATIONARY EMPLOYEES

- 1) An evaluation will be conducted at least once during the probationary period. A meeting will be held to review performance once the evaluation is completed.
- 2) All other employees will be evaluated once per year. If requested, a meeting will be held to review performance once the evaluation is completed.
- 3) It is understood that the classroom teacher is responsible to coordinate the work of the paraprofessional in their classroom and that evaluation will be coordinated through them. The final responsibility of evaluation lies with the building principal or their designee. The employee will be requested to sign the evaluation indicating their knowledge of the evaluation. In the event the employee disputes the evaluation, they may attach their written objections.
- 4) Upon request, the employee will be provided with a copy of their written evaluation. A permanent copy will be maintained in the employee's personnel file.
- 5) In the case of an unsatisfactory evaluation, a meeting will be held to discuss the deficiencies and develop a plan for improvement.

22.3 Appropriate evaluation instruments shall be developed with input from the Association. The instruments shall be reviewed by the Association.

ARTICLE 23 - DRUG USE AND TESTING

23.1 No bus driver shall use or consume any alcohol or any drug that might impair the employee's ability to safely perform a safety-sensitive function for a consecutive period of six (6) hours prior to reporting for work, or during any work period.

23.2 No employee shall use, consume, or be in the possession of any alcohol or illicit drug on employer/company property, including in vehicles.

23.3 No employee shall commence a work assignment while impaired, or under the influence, of any alcohol or drug.

23.4 Any employee whose drug test is verified to be positive for the use of illicit substances or the misuse of legal substances as determined by those employer's acting medical review officer, or any employee whose alcohol concentration is confirmed as being 0.040 or greater by an individual who is trained in the

administration and/or interpretation of an alcohol test, shall be subject to termination without recourse to appeal except as it relates to testing and the accuracy of the test.

- 23.5 Any employee whose confirmatory alcohol test results in a measured alcohol concentration of 0.020 to 0.039 shall be suspended without pay immediately following confirmation that the employee's alcohol concentration was 0.020 or greater. The employee shall be referred to a substance abuse professional for treatment for alcohol misuse. If and when the employee is cleared to return to work by an SAP, the employee shall be subject to return-to-work and follow-up testing as prescribed by an SAP in accordance with U.S. Department of Transportation (USDOT) regulations. Thereafter, any time in which an employee whose confirmed alcohol concentration or equivalent is measured at 0.020 to 0.039 a second time (and for a separate incident or test type), that employee shall be subject to more severe disciplinary measures, up to and including termination.
- 23.6 As per USDOT regulations, the employer will not be responsible for any costs incurred by the employee for the purposes of drug abuse or alcohol misuse rehabilitation counseling as provided by an SAP.
- 23.7 Each employee shall sign a written consent form authorizing testing for the presence of alcohol or drugs when requested by the employer, which shall apply to the period of time just before, during, or just after the performance of a safety-sensitive function. Failure of an employee to sign such consent form shall result in termination without recourse to appeal, except for the process.
- 23.8 The employer will only use credible testing programs, such as doctors or licensed medical facilities, as defined by applicable federal, state, or local guidelines, for any required testing which could include testing of breath, urine, blood, or saliva. Upon an initial test result indicating drug impairment or influence, a second, more sophisticated test will be requested for confirmation if such a test is available. Additionally, the employer will require that a second alcohol test be performed as a confirmation test following any positive saliva test or any confirmatory breath test that results in a measured alcohol concentration or equivalent of 0.020 or greater.
- 23.9 Failure of an employee to accept testing when directed by the employer shall result in termination without recourse to appeal, except with the appropriateness of the test.
- 23.10 The employer will not require such employee testing, except for pre-employment, post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing as mandated by USDOT regulations, or as required by any other governmental laws or regulations or company contract requirements.
- 23.11 The employer will pay for employees' time spent for directed testing and the cost of testing.
- 23.12 Employee test results will remain confidential, except when disclosure is required by law or this work agreement.

- 23.13 In the event any employer alcohol or drug testing requirements conflict with local, state, or federal law, except where such requirements have been negotiated by the employer and the employee association to exceed such laws, the applicable law shall take precedence. The employer will comply with all local, state, and federal drug and alcohol testing regulations including specifically those issued by the U.S. Department of Transportation.
- 23.14 In the event a company contract requires drug or alcohol testing for employees that exceed requirements in this agreement, employees bidding any such runs need to meet the company requirements.
- 23.15 The employer shall provide all employees subject to the drug and alcohol testing procedures of this section with annual in-service training on its drug and alcohol policies and procedures, the standards of conduct expected by the employer relative to alcohol and drug use, the consequences of testing positive, and testing triggers and procedures, including a bargaining unit member's right to union representation.

ARTICLE 24 - SPECIAL OLYMPICS

- 24.1 The following guidelines shall be used for all Special Olympics/school-related activities. Excluded are Community Living Skills, ADL, and similar programs.
- 24.2 Events which take place within the school day/school year and hours, 8:00 a.m. - 3:00 p.m.:
- 1) must be approved by building principal in writing.
 - 2) will be staffed and paid by ISD, including vehicle and bus driver.
 - 3) excludes overnight, holidays, weekends.
- 24.3 Events which take place, in part, during the school day but may extend beyond 3:00 p.m. (8:00 a.m. - midnight):
- 1) must be approved by building principal in writing.
 - 2) will be staffed and paid by ISD, including vehicle and bus driver.
 - 3) excludes overnight, holidays, weekends.
- 24.4 Events outside the school day - Special Olympics:
- 1) will not be approved as school activities by the building principal in writing.
 - 2) Special Olympics will be responsible for all expenses.
 - 3) vehicle and driver selection will be the responsibility of Special Olympics. If ISD bus is used, certified driver - ISD - must be used.
 - 4) no release form required.
- 24.5 Any Special Olympics activity which takes place, in part, during the school day and not approved by the building principal as a school-related activity will require Special Olympics to provide parent releases to release students from school. The District will pay hourly staff approved for participation only for their regular shift (not beyond 3:00 p.m. or normal shift ending time). This will be the ISD contribution to Special Olympics. Any staffing needs/expenses outside the regular ISD workday will be the responsibility of Special Olympics to negotiate with the individuals involved. If a TISD bus driver is used to provide

transportation, they will be paid by the ISD only until 3:00 p.m. or normal shift end. This would apply to evening, weekend, and holiday Special Olympic activities.

The parties also agree that the reference to Special Olympics contained in Section 20.7 of the contract shall be superseded by the foregoing.

ARTICLE 25 - WAIVER

25.1 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 this Agreement. Therefore, the TIPPA/MEA and the Board, 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 referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. No agreement, alteration, understanding or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the TIPPA/MEA.

ARTICLE 26 - SAVINGS

- 26.1 If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law.
- 26.2 All regulations, policies, and recommendations of the TISD Board contained in the publication known as the TISD Policy Manual, whether previously adopted and published, or to be adopted and published in the future, shall be null and void wherever they may be in violation of, or contradiction to, this Master Contract.

ARTICLE 27 - DURATION OF AGREEMENT

27.1 This agreement shall be effective as of September 1, 2009, and shall continue in effect until the 31st day of August, 2012. Negotiations between the parties shall begin at least 60 days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives.

ASSOCIATION

BOARD OF EDUCATION

By Nicole Anches
President

By James M. Welke
President

By Dawn E. Ewald
Secretary

By James R. Brown
Secretary

By John M. Johnson
TIPPA/MEA Negotiator

By Carol S. Soder
Chairperson, Negotiating Team

August 5, 2009
Date

APPENDIX A

EMPLOYEE HOURLY RATES

<u>STEP</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
<u>PARAPROFESSIONALS</u>			
1	\$12.77	\$12.83	\$12.89
2	13.46	13.53	13.60
3	14.15	14.22	14.29
4	14.92	14.99	15.06
5	15.71	15.79	15.87
6	16.47	16.55	16.63
<u>SECRETARIES</u>			
1	\$12.97	\$13.03	\$13.10
2	13.68	13.75	13.82
3	14.50	14.57	14.64
4	15.06	15.14	15.22
5	15.74	15.82	15.90
6	16.49	16.57	16.65
<u>CUSTODIANS</u>			
1	\$13.19	\$13.26	\$13.33
2	13.97	14.04	14.11
3	14.72	14.79	14.86
4	15.51	15.59	15.67
5	16.24	16.32	16.40
6	16.98	17.06	17.15
<u>Shift Premium</u>			
2nd Shift	0.32	0.32	0.32
3rd shift	0.42	0.42	0.42
<u>BUS DRIVERS</u>			
Off Campus	\$17.80	\$17.89	\$17.98
Stand By	12.80	12.86	12.92

All bargaining unit Custodians whose shift commences after 2:30 p.m. shall be entitled to a shift premium for hours worked on that shift. Minor deviation in starting times for 2nd shift custodians (for example, early call in on snow days) which does not place 2nd shift workers on 1st shift hours and is temporary shall not cause a loss of shift premium.

All bargaining unit Bus Drivers who are assigned to extra trips that require overnight accommodations will be reimbursed for or provided such accommodations (including meals). Further, any bus driver who is assigned an extra trip and in so doing loses regular working time will be guaranteed the larger of the two salaries (regular trip vs. extra trip).

The Highland Pines Teacher Paraprofessional - Nursing shall receive an additional stipend equal to \$3.00 per hour.

All step increases in wages will take place on July 1 annually. Those persons employed on or after February 1 will remain on that step until July 1 following their first year of employment.

REFERENCE 1

**REQUEST FOR UNPAID LEAVES
TIPPA Employees**

Name _____ Assignment _____ Date _____

Beginning Date of Leave _____ Ending Date of Leave _____ Total Days _____

I request that I be granted an unpaid leave for the following reason:

- | | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Military | <input type="checkbox"/> Professional | <input type="checkbox"/> Physical Disability* |
| <input type="checkbox"/> Mental Disability* | <input type="checkbox"/> Study | <input type="checkbox"/> Public Service |
| <input type="checkbox"/> Personal | <input type="checkbox"/> Union Office | <input type="checkbox"/> Parental/Child Care* (includes child bearing, adoption, and hospice-type care of immediate family member) |

Facts pertinent to this request: _____

*Presentation of medical evidence may be required.

This form is in accordance with the provisions of the current collective agreement between the TISD Board of Education and TIPPA. Upon return from leave, the employee will be placed in a position accordingly. Reference Articles 8.4 & 14 for actual contract language. THESE CONDITIONS APPLY TO ALL UNPAID LEAVES.

- Leaves may/shall be granted for a period of up to one year and may be extended for up to two (2) years upon written application of employee prior to the expiration date.
- Employees must notify the Board of their intent to return thirty (30) working days prior to their scheduled return from leave.
- All benefits accrued prior to the commencement of leaves shall be held in escrow.
- Paid leaves of absence shall not constitute a break in service, but time spent on unpaid leaves shall not be counted toward seniority if it exceeds thirty (30) days of work.
- If a personal leave is taken for the purpose of changing employment, the leave, if approved, shall be limited to six (6) months.
- The Board shall comply with the 1993 Family & Medical Leave Act.
- Reimbursement of the cost of the employee's health care benefit plan may be required.

My signature below indicates that I am fully aware of all conditions and that I do plan to return upon termination of this leave. I understand that if I do not return upon completion of this leave or if false information is presented on this form, my employment will be terminated. Further, I will inform the Board immediately if conditions of this leave are changed.

(Signature of Applicant)

APPROVAL RECOMMENDED:

Yes/No _____ Date _____
Principal-Supervisor

Yes/No _____ Date _____
Asst. Superintendent

LEAVE OF ABSENCE APPROVED BY: _____ Date _____
Superintendent of Schools

DISTRIBUTION: Applicant - Principal/Supervisor - Asst. Supt. - Payroll - Personnel File

REFERENCE 2-1

**TUSCOLA INTERMEDIATE SCHOOL DISTRICT
Official Grievance Report Form**

Page 1

Grievance No. _____

INSTRUCTIONS: Fill out this form in its entirety!!
Be as specific as possible. Be sure of dates, times, and places.
This page is filled out only to initiate the official formal grievance procedure, but should be attached at every level with all prior dispositions.

Grievant: _____ Date of Filing _____

Assignment: _____ Building _____

A. Date alleged grievance occurred: _____

B. Statement of alleged grievance (cite sections of Master Agreement that have been violated, misinterpreted, or misapplied):

C. Relief Sought: _____

This grievance is being initiated at
Level _____ and is being filed
with

(name)

Signature of Grievant Date

Signature of Association Rep. Date

Date received by Supervisor _____

Distribution of Form
Level 2 - File with Immediate Supervisor & Association.
Level 3 - File with Asst. Supt. & Association. Copy to Principal/Supervisor.
Level 4 - File with Superintendent & Association. Copy to Asst. Superintendent.

REFERENCE 2-2

**TUSCOLA INTERMEDIATE SCHOOL DISTRICT
Official Grievance Report Form**

Page _____

Grievance No. _____

INSTRUCTIONS: This form is multi-purpose and will be used at all levels of the procedure. Sections A, B, C, & D are to be filled out by the Administrator/Supervisor. Sections E and/or F by the Grievant or Association. Section E if the grievance is to proceed and Section F if the grievance is settled.

STEP/LEVEL _____

A. Date Received by Administrator/Supervisor: _____

B. Date of Meeting with Grievant and/or Association Representative: _____

C. Person(s) in attendance at this meeting: _____

D. Disposition of Administrator at this STEP/LEVEL (May make attachment).

Signature of Administrator/Supervisor

Date

E. Position of Grievant and Association: _____

F. Grievance is SETTLED.

Distribution of Form

- 1. Immediate Supervisor
- 2. Principal/Supervisor
- 3. Asst. Superintendent
- 4. Superintendent
- 5. Association - original
- 6. Grievant

Signature of Grievant

Date

Signature of Association Rep.

Date

ADMINISTRATION: Date received at next level _____