

**AGREEMENT BETWEEN**

**MESICK CONSOLIDATED SCHOOLS**

**AND**

**MESICK EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**  
**(An affiliate of Michigan Education Association, NEA)**

**September 14, 2011 – November 30, 2013**

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THIS AGREEMENT, made and entered into September 14, 2011 by and between the Mesick Consolidated Schools Board of Education, hereinafter called the "Employer", and the Michigan Education Association, NEA, hereinafter called the "Union", on behalf of its local affiliate, the Mesick Educational Support Personnel Association.

## **PURPOSE**

The Employer and the Union are required by law to negotiate with regard to wages, hours, terms and conditions of employment for all Employees represented in this bargaining unit, the parties have, through negotiations in good faith, reached agreement on all such matters and desire to execute this contract embodying those agreements.

## **ARTICLE I**

### **RECOGNITION**

The Employer recognizes the Union as the exclusive and sole bargaining agent for the purposes of collective bargaining, and that said Union is the exclusive representative of all the Employees in such unit for the purposes of collective bargaining with respect to wages, hours, terms and conditions of employment for all personnel who are within the bargaining unit, described and defined as paraprofessionals, media clerks, secretaries, custodial-maintenance Employees, support staff assistants, bus drivers, and mechanics employed by Mesick Consolidated Schools, excluding cooks, Superintendent's office clerical Employees, substitutes, transportation supervisor-bus mechanic, and all other supervisors and all other Employees.

## **ARTICLE II**

### **AGENCY SHOP - MANDATORY DEDUCTIONS**

- A. Each Bargaining Unit Member shall, as a condition of employment: (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union; or (2) pay a Service Fee to the Union pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Union dues collected from Union members. The Bargaining Unit Member may authorize payroll deduction for such fee. In the event that the Bargaining Unit Member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the Bargaining Unit Member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each Bargaining Unit Member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

- B. Any Bargaining Unit Member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Union as established by the Union. Such authorizations shall continue in effect from year-to-year unless revoked by the Employee. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the Bargaining Unit Member each month for ten (10) months, beginning in September and ending in June of each year. Within ten (10) days of the payroll deduction, the Employer shall remit same to the local Association treasurer.
- C. The Employer agrees to provide each Employee on his/her hiring date an application for membership in the Union, dated with the date of hire, and to give the same to the financial secretary of the Local Union, upon completion of the application by the Employee.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and
  - 2. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article II.

### **ARTICLE III**

#### **UNION RIGHTS**

- A. The Union shall advise the Board in writing of the names of all Local Union Officers each school year. The Local Union shall have the right to call in a representative of the MEA at any time, provided it does not interfere with the Employee's work.
- B. The Board agrees that the Union may use available facilities for meetings upon proper application and may use the present bulletin boards in each building for posting Union notices.

**ARTICLE IV**

**BOARD RIGHTS**

- A. Nothing in this Agreement shall be construed to limit or impair the right of the School District to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following:

To manage its affairs generally, to decide the number and location of facilities; to decide all material, supplies, and equipment to be used; to decide the services to be provided and the manner of providing them; to move or remove a facility or any of its parts to other areas; to decide the method and place of providing its services; to determine the schedules and hours of work; to maintain order and efficiency in its facility and operations; to hire, lay off, assign, transfer, and promote Employees; to determine job content; to determine the starting and quitting time; to determine the number of hours worked; to make reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of the schools; and after advance notice thereof to the Union and the Employees, to require compliance therewith by Employees; to discipline and discharge Employees in accordance with the provision of this Agreement.

- B. Management shall have all other rights and prerogatives including those exercised unilaterally in the past subject only to express restrictions on such rights, if any, as are provided in this Agreement.

**ARTICLE V**

**NEGOTIATION PROCEDURES**

- A. It is the intent of this Agreement to cover all matters of common concern; therefore, it is agreed by both parties that all items covered in this contract and those that have been negotiated are closed to further consideration during the life of this Agreement, including salary Appendix A, unless both parties mutually agree for the need to deal with the negotiation of certain items.
- B. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

- C. If the parties fail to reach an agreement in such negotiations, the parties may mutually agree to invoke the mediation process of the Michigan Employment Relations Commission.

## ARTICLE VI

### **GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation, by a Bargaining Unit Member or the Union, of any specific term of this Agreement, or misinterpretation or misapplication of any provision of this Agreement, or the unfair application of any policy or regulation of the Board directly related to terms and conditions. (This is not to be interpreted to mean the Board cannot change policy as long as such policy is fairly applied once it is adopted by the Board.)

The grievance procedure shall not apply to the termination of probationary Employees.

1. **INFORMAL LEVEL:** When a cause or knowledge of a cause for complaint occurs, the affected Bargaining Unit Member(s) shall within seven (7) working days request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative thereof maybe present with the Bargaining Unit Member at such meeting. If the Bargaining Unit Member is not satisfied with the result(s) of the meeting, or if the immediate supervisor refuses to provide such meeting, within seven (7) working days of the request, he/she may formalize the complaint in writing as provided hereunder.
2. **FORMAL LEVEL 1:** If a complaint is not resolved at the informal level, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing with in seven (7) working days of the meeting between the supervisor and the affected Bargaining Unit Member(s) and shall include specific facts, contract sections allegedly violated, requested relief and signature of Bargaining Unit Member. A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within seven (7) working days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.
3. **FORMAL LEVEL 2:** If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within seven (7) working days of the supervisor's receipt of the grievance, the grievance shall be transmitted to the Superintendent of Schools. Within seven (7) working days after the grievance has been so submitted, the Superintendent shall meet with the Union and the affected Employee(s) on the grievance. The Superintendent, within seven (7) working days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievant(s).
4. **FORMAL LEVEL 3:** If the Union is not satisfied with the disposition of the grievance at Level 2, or if no disposition has been made within seven (7) working days of the Superintendent's receipt of the grievance, the grievance shall be transmitted to the

Board of Education within seven (7) working days thereafter. The Board shall hear the grievance at its next regularly scheduled meeting providing that such meeting is scheduled to occur at least 7 working days after the grievance appeal is received by the Board. Within seven (7) working days after conclusion of the hearing, the Board shall render a written decision thereon with copies to the Union and the grievant(s).

5. **FORMAL LEVEL 4:** If the Union is not satisfied with the disposition of the grievance at Level 3, or if no disposition has been made by the Board of Education within seven (7) days after the grievance has been heard, the Union may submit the grievance to mediation before an impartial mediator by filing for mediation with the Michigan Employment Relations Commission within seven (7) working days after the Board's answer or the due date for the Board's answer. The mediator shall be appointed by the Michigan Employment Relations Commission. Neither the Employer nor the Union shall be permitted to assert in such mediation preceding any ground or to rely on any evidence not previously disclosed to the other party.
  
6. **FORMAL LEVEL 5:** Only the Association shall have the right to process a grievance at Level 5. If the Association is not satisfied with the disposition of the grievance at Level 4, it may within seven (7) days after the mediation session at Level 4 refer the matter to advisory arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. Within such seven (7) day period the Association will also serve a copy of the Demand for Arbitration upon the Board of Education. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
  - a. Neither party may raise a new defense or ground at Level 5 not previously raised or disclosed at other written levels.
  
  - b. The decision of the arbitrator shall not be binding upon Employees, the Board, or the Association.
  
  - c. Powers of the arbitrator are subject to the following limitations:
    1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  
    2. He shall have no power to establish salary scales.
  
    3. He shall have no power to change any practice, policy, or rule of the Board or substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board in compliance with this Agreement.
  
    4. He shall have no power to decide any questions, which, under this Agreement, are within the responsibility of the management to decide.

- d. The cost of arbitration shall be paid by the Association except each party shall assume its own cost for representation including any expense of witnesses.

B. Miscellaneous Conditions

1. The term "days" when used in this Article shall mean working days. Time limits may be extended by mutual written agreement.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising prior to the expiration of this Agreement may be processed through the grievance procedure until resolution.
3. Grievances filed as Union grievances may, if both parties agree, be initiated at Formal Level 2 of the grievance procedure.
4. If any Bargaining Unit Member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any Bargaining Unit Member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
5. For the purpose of assisting a Bargaining Unit Member or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit a Union representative, who has written authorization from the Bargaining Unit Member, access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected Bargaining Unit Member or any issue in the proceedings in question. The parties further acknowledge that individuals may have legal access rights to personnel files under FOIA. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
6. A Bargaining Unit Member who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.



**GRIEVANCE REPORT FORM**

Grievance Number: \_\_\_\_\_ School District \_\_\_\_\_

**DISTRIBUTION OF FORM:**

**SUBMIT GRIEVANCE REPORT TO IMMEDIATE SUPERVISOR IN DUPLICATE**

- 1. Superintendent
- 2. Immediate Supervisor
- 3. Association
- 4. Grievant

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BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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**STEP I**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

2. Contracted Section(s) Alleged Violation \_\_\_\_\_

3. Relief Sought \_\_\_\_\_

\_\_\_\_\_

Signature

Date

C. Disposition of Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_

Signature (Immediate Supervisor)

Date

D. Disposition of Grievant and/or Union \_\_\_\_\_

\_\_\_\_\_

Signature

Date

**STEP II**

A. Date Received by the Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Union \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP III**

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board of Education \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP IV**

A. Date submitted to Mediation \_\_\_\_\_

B. Recommendation of Mediator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**STEP V**

A. Date submitted to Arbitration \_\_\_\_\_

B. Advisory Award of Arbitrator \_\_\_\_\_

Attach Additional Sheets as Necessary

**ARTICLE VII****DISCHARGE AND DISCIPLINE****A. Representation**

An Employee shall be entitled to have present a Union representative(s) for any disciplinary matter.

**B. Due Process and Progressive Discipline**

The Employer agrees to apply the established and recognized concepts of due process and progressive discipline with respect to Employees who have satisfactorily fulfilled the probationary period. Such Employees shall be disciplined only for just cause, following an investigation, which shall include an investigatory interview with the Employee about the charges pending against him or her. Disciplinary measures which may be imposed by the Employer include in part:

1. Verbal warning (documented);
2. Documented written reprimand;
3. Documented suspension without pay;
4. Discharge.

The measure of discipline imposed by the Employer shall be determined according to the severity of the Employee's conduct and the Employee's history of misconduct.

**C. Discharge**

In all instances in which the Employer concludes that a non-probationary Employee's conduct justifies discharge, he/she shall first be suspended without pay for not more than ten (10) days except that no prior discipline or warning need be imposed before he/she is discharged if the misconduct is so aggravated, in the opinion of the Employer, as to require immediate discharge or the cause of discharge is for any of the following:

1. Dishonesty;
2. Possessing, consuming or being under the influence of intoxicating beverages or controlled substances not prescribed for the bargaining unit member while on duty;
3. Recklessness;
4. Gross negligence;
5. Sexual harassment or sexual misconduct;
6. Violent assault and/or intentional violent injury upon another person;
7. Drivers not complying with insurance, licensing requirements;
8. Failure to report to work after completion of an approved leave of absence or directive issued by a supervisor.
9. Failing a required test for intoxicant or controlled substance not prescribed for the bargaining unit member.

The Employer agrees to allow the judicial process to work prior to discharging an Employee for any of the aforementioned misconduct unless such misconduct occurs while the Employee is on duty. Discharge must be by proper written notice to the Union Grievance Chairperson and Employee. Employees may request an investigation as to his/her discharge.

D. Written Documents and Meetings

1. The Board agrees that its administrators will provide to the Local Union president a copy of any written document implementing discipline and/or discharge of any Employee within the Bargaining Unit.
2. The Board agrees to provide a facility in which an Employee disciplined and/or discharged may meet with a Union representative(s) before he/she is required to leave the premises.
3. Written complaints regarding an Employee shall include names of the complainants and their signatures unless protected by law and any administrative action taken, and shall be reviewed with the Employee before placement in the personnel file.

E. Use of Past Record in Compliance With School Code 1230b

To be fair and consistent, discipline should follow a progressive pattern. However, the discipline imposed should consider the severity of the misconduct and the Employee's history of misconduct. Therefore, all violations pertaining to attendance within the past 12 months will be taken into consideration when taking disciplinary action against an Employee. At the request of the Bargaining Unit Member, the records of violations pertaining to attendance in his/her personnel file regarding attendance violations that occurred twelve (12) months prior without any reoccurrence to the disciplinary measure may be removed from the Bargaining Unit Member's file one time per employment with Mesick Consolidated Schools.

Records involving suspensions, or other disciplinary measures shall remain in the employee's file.

## **ARTICLE VIII**

### **PROBATIONARY PERIOD**

The probationary period for each new Employee shall be one hundred (100) calendar days of employment for that Employee in the same seniority classification. A documented performance conference between the immediate supervisor and the probationary Employee will be held within thirty (30) calendar days of hire (first day of work) to discuss how the Employee is doing. Within sixty (60) calendar days of hire, a written performance evaluation will be completed for the probationary Employee by the immediate supervisor. Prior to either of the evaluations, the immediate supervisor may request input from other school personnel. Any Employee working within the probationary period may be disciplined and/or discharged by the Board for any reason at any time.

During the probationary period an Employee shall be eligible for Employee benefits. After an Employee has successfully completed his/her probationary period of employment, he/she shall become a regular full time or regular part time Employee and seniority shall start as herein provided.

## **ARTICLE IX**

### **SENIORITY**

#### **A. Definition**

The word "seniority" means service in the employ of the Board from the date the Employee reports to work in any classification represented by the Union. Each classification is considered independent from the others. This includes a vocational bus run, which is considered a route and may not be abandoned by its regular driver to take a field trip.

#### **B. Probationary Employees**

1. There shall be no seniority among probationary Employees.
2. When an Employee finishes the probationary period, the Employee will be granted full seniority as defined in Section A.

#### **C. Seniority Lists**

1. The seniority list for the Bargaining Unit will show the name, starting date and job title. The seniority classifications under this Agreement are as follows:
  - a. Support Staff Assistants
  - b. Para-Professionals
  - c. Media Clerks
  - d. Secretaries
  - e. Bus Drivers
  - f. Custodial/Maintenance
  - g. Mechanic
2. The Board will provide a copy of the seniority list to every member of the Bargaining Unit at the start of each school year. Members of the Bargaining Unit will have thirty (30) days to contest such listings.

#### **D. Seniority Preference**

All ESP members will be given preference of a vacancy position within their classification, according to the seniority list. Positions within classification can be identified by Mesick Schools for purposes of assignment and layoff to consider multiple job skills required to fill such position.

- E. If two or more Employees have the same seniority date, a mutually agreeable method (coin toss or draw straws) will be done on the first day of work with a representative from both the Union and the Board present, provided that a new Employee with substitute experience in the same classification in the District shall be placed ahead of other new Employees in that classification beginning on the same date but without substitute experience.

## **ARTICLE X**

### **LAY-OFF AND RECALL**

- A. Layoff shall be defined as a necessary reduction in the work force, as determined by the Board, beyond normal attrition due to lack of funds, reduced programs, or due to reduction/elimination of a particular position(s) within a job classification.
- B. No Employee(s) shall be laid off unless said Employee(s) shall have been notified of said layoff at least ten (10) working days prior to the effective date of layoff. The Employer shall identify the specific position(s) to be eliminated and shall notify the Employee(s) in those positions. Employees 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 a position in their classification(s) for which they are qualified, which is held by the least senior remaining Employee remaining in the same seniority classification. In no case shall a new Employee be employed by the Employer while there are laid off Employees who are qualified for a vacant or newly created position.
- C. There shall be no reduction in the normal work hours without prior notice to the affected Employee(s). In no case shall a reduction of hours take effect until five (5) working days after written notice to the affected Employee(s) is given by the Employer.
- D. Laid off Employees may continue their health and any other insurance benefits by paying the regular monthly premium per subscriber group rate premium for such benefits to the Employer one (1) month after the prorated summer months. During the first month of layoff, all Employer-paid benefits will be paid in full.
- E. Recall Procedure
  - 1. The Board shall not be required to recall any probationary Employee who is laid off.
  - 2. A laid-off Employee shall be granted priority status on the substitute list according to his/her seniority classification. The substitute work is at substitute wages and that the negotiated contract does not apply to a laid off person who is substituting.
  - 3. Laid off Employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified within the seniority classification from which the Employee was laid off, or in which the Employee has served more than sixty (60) days. Any Employee who has served more than sixty (60)

working days in a seniority classification shall be deemed qualified for any position in that seniority classification. Recall rights of laid off Employees shall be limited to available positions which arise within five (5) years or length of seniority at time of layoff, whichever is less, from the date of an Employee's lay off. Thereafter, the Board shall not be required to recall a laid-off Employee.

4. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records.
5. The recall notice shall state the time and date on which the Employee is to report back to work.
6. It shall be the Employee's responsibility to keep the Employer notified as to his/her current mailing address.
7. A recalled Employee shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work.
8. Employees recalled to full time work in their seniority classification are obligated to take said work.
9. An Employees who declines recall to full time work in his/her seniority classification shall forfeit his/her seniority rights.
10. Employees on layoff shall accrue seniority during the period of such layoff.

## **ARTICLE XI**

### **VACANCIES, TRANSFERS AND PROMOTIONS**

- A. Unless required otherwise by law, the assignment, promotion, and transfer of Employees shall conform to the provisions of this Agreement.
- B. A vacancy shall be defined, for the purpose of this Agreement, as an open position previously held by a Bargaining Unit Member, which the Employer intends to fill, or a newly created position within the Bargaining Unit. No vacancy shall be filled on a permanent basis until it has been posted for at least five (5) working days.
- C. All notification of vacancies shall be posted, in writing, to members of the Bargaining Unit at least two (2) working days before the notification is given to other persons or outside agencies. Said posting shall contain job classification, minimum qualifications, hours, immediate supervisor, work year, date of vacancy, and whether the vacancy is permanent or the temporary period to be filled. A vacancy that can be filled by a laid off Employee does not need to be posted.

- D. Present departmental Bargaining Unit Members will receive first consideration for a vacancy based upon their classification seniority, qualifications, and ability. Bargaining Unit Members from other classifications will receive consideration over non-Bargaining Unit Members providing they have equal qualifications and the ability to fill a vacant bargaining unit position. However, management retains the right to select the applicant.

Within fifteen (15) days of the filling of a position, the Employer shall make known its decision to the Union President as to which applicant has been selected to fill the position. If a bargaining union member applicant is not hired, administration will notify member of the reason for their decision.

- E. Successful candidates from within the Bargaining Unit shall be placed on probation for up to thirty (30) working days when filling a permanent vacancy in another seniority classification under this agreement. In the event the Bargaining Unit Member does not perform satisfactorily in the new position, he/she shall be returned to his/her former position and his/her former rate of pay. It is understood that during the serving of this probationary period, the Bargaining Unit Member will receive his/her step rate of pay for the new position. During this interval the Board shall have the right to use a substitute in the position previously occupied by the transferred Employee.
- F. A Bargaining Unit Member, when temporarily required to work in a higher paying seniority classification than his/her seniority classification, will be paid at the higher rate when he/she is working the position. When he/she returns to his/her regular position, the regular wage rate shall once again apply. When a Bargaining Unit Member works in a position calling for a lower rate of pay, he/she shall be paid at his/her regular rate of pay.
- G. In cases where new types of equipment or new classifications, for which rates of pay are not established by this Agreement, are to be put into use, rates governing such operations shall be subject to negotiations between the parties.
- H. If part-time help is needed at any location, persons within the department shall be considered first, then other members of the Bargaining Unit, if they are available for work, and provided that the performance of such job does not place them in an overtime pay bracket.
- I. If a Bargaining Unit Member voluntarily moves to a lower paying seniority classification within the Bargaining Unit, he/she shall be moved to the wage step he/she currently holds (i.e. a Bargaining Unit Member on Step 2 will move to Step 2 of the new classification).
- J. If a Bargaining Unit Member is involuntarily transferred to a lower paying seniority classification within the Bargaining Unit, he/she shall suffer no loss of wages and benefits.
- K. When transferring from one classification to another, whether voluntarily or involuntarily, former classification seniority shall not be forfeited but shall no longer accrue.
- L. Before any existing job description is altered by the Board, it will first be discussed with the Union.



## **ARTICLE XII**

### **TEMPORARY VACANCIES**

- A. A temporary vacancy shall be defined, for the purpose of this Agreement, as a position held by a Bargaining Unit Member on any kind of absence for at least twenty-five (25) consecutive working days but not to exceed ninety (90) working days.
- B. Temporary vacancies will be posted if the vacancy is expected to extend beyond twenty-five (25) consecutive working days. The posting will indicate the classification, shift and wage scale.
- C. Returning: When the temporary vacancy is closed, the Employee affected will return to his/her former seniority classification.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

#### **Sick Leave**

- A. Sick leave shall be defined as protection against loss due to accidents or illness, and not as additional paid holidays. The leave days may be used by a Bargaining Unit Member for the following reasons and subject to the following conditions:
  - 1. Twelve (12) month Employees shall be granted twelve (12) days of sick leave per year to a maximum one hundred thirty-five (135) days. All other Employees shall be granted ten (10) days of sick leave per year to a maximum of one hundred five (105) days
  - 2. Whenever an Employee leaves the Mesick Consolidated Schools after fifteen (15) years of employment, the Employee shall receive forty five percent (45%) of his/her accumulated sick days paid at the Employee's current rate of pay.
  - 3.
    - a. The first day of absence shall be reported to the immediate supervisor or designated substitute caller at least sixty (60) minutes before the Employee's starting time. Failure to notify the immediate supervisor or designated substitute caller regarding an absence may result in the loss of that day's pay. However, emergency situations will be taken into consideration.
    - b. If the absence continues, the Employee shall notify the immediate supervisor or the designated substitute caller to this effect before the end of the first day and each succeeding day of absence for the first five (5) consecutive work days. If notice is not received, it will be assumed that the Employee shall return to duty

the following day. However, emergency situations will be taken into consideration.

4. In cases of prolonged illness exceeding five (5) consecutive workdays, the Employee is not required to make daily contact with the immediate supervisor. This is provided that the Employee has submitted a physician's statement, in advance, to the immediate supervisor verifying need for absence.
5. When an Employee is absent from duty because of illness or disability in the immediate family, such absences shall be approved by the immediate supervisor or building principal. "Immediate family" shall be interpreted as spouse, son, daughter, mother, father, brother, sister, in-laws, or dependents living in the same household of said Employee.
6. Gifting of Sick Days
  - a. The giver must have a minimum of twenty-five (25) accumulated days in order to offer a gift.
  - b. This is a gift; not a loan or a trade
  - c. A gift can only be given to a member who has exhausted his/her sick leave.
  - d. Gifts must be given in increments of five (5) full days.
  - e. Gifts of up to five (5) sick days may be given per semester, per giver.
  - f. The five (5) sick days must be used before the person can receive another five (5) days from another giver. Unused days may not be transferred back to the giver. The days must be used and not accumulated or carried over to the next year.
  - g. These days are for sick leave, not to be "cashed in" if a person severs his/her employment as covered in Article XIII, Section A-1.
  - h. It is the giver's responsibility to go to the school business office and to request, by form, a transfer of five (5) sick days from their days to the other person's days.

B. Funeral Leave

1. Funeral leaves not to exceed three (3) working days per occurrence will be granted in case of death in the immediate family. Immediate family shall be interpreted as spouse or dependents living in the same household of said employee, or the following relatives of either employee or spouse: son, daughter, mother, father, brother, sister, grandchildren, grandparents.

2. An additional two (2) days may be allowed for travel time upon prior approval by the Superintendent or designee and may be deducted from sick leave days or personal leave days.
3. An Employee, with the approval of his/her immediate supervisor, shall be allowed up to one (1) day per funeral to attend the funeral of a person not in their immediate family. The use of the day may be deducted from sick leave days or personal leave days.

C. Personal Leave

1. At the beginning of each school year, each Employee shall be credited with two (2) personal days to be used for any purpose at the discretion of the Employee. An Employee planning to use these days shall notify the Superintendent at least two (2) days in advance, except in cases of emergency. These days shall not be available during the first two (2) weeks or the last two (2) weeks of the school year, except in cases of emergency. Because of difficulty in securing substitutes, no more than three (3) Employees, but not to exceed more than two (2) Employees from any one seniority classification, shall be allowed personal leave use per day, except in cases of emergency. Bargaining Unit members may use personal leave days to accompany their child on fieldtrips or to graduations during the last two weeks of school with prior approval from their supervisor.
2. Unused personal days will revert to sick leave accumulation at the end of each school year.

D. Military Leave

A leave of absence for military service shall be covered by the applicable state and federal statutes.

E. Union Business

1. The Employer agrees to grant two (2) days per year without pay to any Employee designated by the Union to attend a labor convention, training seminar, or serve in any capacity or other official Union business provided that:
  - a. Written request is given to his/her supervisor five (5) days prior to the absence, and
  - b. Approval of such request is made by the Superintendent.

F. Court Leave

In the event an Employee is subpoenaed/court ordered to appear as a witness in court as a result of his/her performing the regular work assignment, leave of absence shall be granted without loss of pay. The Employee will be paid the difference between his/her regular pay and any compensation received.

### G. Jury Duty

In the event an Employee is required to serve jury duty, a leave shall be granted regardless of regular work hours. The Employee will be paid the difference between his/her regular pay and the compensation received for jury duty. A request for pay will be submitted by the Employee together with evidence of the amount of compensation received for jury duty. The Employee may retain the mileage allowance.

### H. Conditions of Leaves of Absences

1. In the event an Employee takes any paid leave time the Employee's benefits (leave accumulation, insurance, etc.) shall continue to accrue or be paid as though the Employee was working.
2. An Employee who takes an unpaid leave of absence due to illness or injury which incapacitates him/her and whose sick leave has been exhausted, shall have his/her insurance paid for a period of thirty (30) calendar days, at which time all premium payment by the Employer shall cease. It is understood by the parties that an Employee may be entitled to further Employer-paid benefits under the Family and Medical Leave Act.
3. An Employee who takes an unpaid leave of absence for reasons other than incapacitating injury and/or illness shall not receive paid insurance or benefits for the time he/she is off from work.
4. The Employer reserves the right to require a physician's certification from the Employee concerning any physical or mental illness and/or injury. Upon completion of the leave, the Employer reserves the right to require a physician's verification of the Employee's physical or mental ability to return to work. Upon return from a leave of absence, the Employee shall be assigned to the same seniority classification held before leave.
5. An Employee absent due to injury or illness incurred in the course of his or her employment with the Mesick Consolidated Schools shall be paid the difference between his/her net wages and any benefits received under the Worker's Compensation Act for a maximum of ninety (90) working days, which shall not be charged against the Employee's accumulated sick leave days. Thereafter, the Employee shall be placed on unpaid leave of absence due to his/her disability while he/she is receiving benefits under the Worker's Compensation Act. The Employee's sick leave days shall not be charged for any period of absence. The Employee's sick days, in one-half (1/2) day increments, may be used after the first ninety (90) working days to offset any difference between his/her net compensation. For Employees receiving health insurance benefits under this Agreement, the Employer shall provide fully paid health insurance coverage for a period of thirty (30) calendar days of an Employee's absence under these conditions.
- 6.. Pursuant to the provisions of the Family and Medical Leave Act, eligible Employees shall be granted unpaid leave for the purposes and to the extent required by law, subject

to all the terms and conditions of the law and its implementing regulations. Any unpaid leave, which is otherwise available under the provision of this Agreement for the same purposes for which leave is to be provided under the FMLA, shall be used concurrent with the leave provided under the FMLA and shall be credited toward fulfilling the leave entitlement of the eligible Employee to the extent permitted by the law and its implementing regulations.

If an eligible Employee fails to return from unpaid leave during which the Employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Board, upon request by the Board, unless the Employee is otherwise entitled to the continuation of these benefits under other sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the Employee and the Employer. Any amount, or portion thereof, which is owing for repayment, shall be deducted from any wage or other payments owing to the Employee. Any remaining deficiency owing for repayment shall be collectible by initiating legal action against the Employee for repayment if not remitted within fifteen (15) days after the demand for repayment is made upon the Employee.

## **ARTICLE XIV**

### **WORKING HOURS**

#### **A. Hours**

1. It is hereby recognized the time of a normal eight (8) hour workday, forty (40) hour workweek, Monday through Friday for a full-time, twelve-(12)-month Employee shall be established by the Board. The eight (8) hours will be consecutive hours, excluding a non-paid lunch period of at least thirty (30) minutes. Weekends will be considered overtime.
2. Employees shall report at their posted starting time of their shift and not leave, without permission, until their posted quitting time. Employees who must leave the premises at any time for any reason shall inform their supervisor of the reason for leaving, destination, estimated time of return, and secure such supervisor's permission prior to leaving.
3. The support staff days/hours schedules are to coincide with the days/hours students are in session, during which, staff members shall be paid their regular salary for the hours worked.
4. An employee will be used, and paid overtime, instead of using a substitute if extra hours of work are deemed necessary by the supervisor.
5. Saturday game schedule will be offered via rotating seniority. If no one accepts, it will be assigned to lowest seniority member.

B. Minimum Reporting Allowance for All Hours Outside Normal Working Hours

1. Each Employee (custodians) reporting for work shall be guaranteed two (2) hours of work two or (2) hours of pay.
2. Each Employee (paraprofessionals, media clerks, secretaries, support staff assistants) reporting for work shall be guaranteed two (2) hours of work or two (2) hours of pay.
3. Each Employee (bus drivers) reporting for work shall be guaranteed two (2) hours of work or two (2) hours of pay.
4. Each Employee (garage mechanics) reporting for work shall be guaranteed two (2) hours of work or two (2) hours of pay.

The Employer may assign Employees to any work available during such two (2) hour periods. These minimums do not apply where an Employee reports back to work after he/she has been absent without excuse and without notifying the school of his/her date of return to work.

C. All Employees working shifts of at least six (6) hours may take a fifteen (15) minute break in both the first half and in the second half of their shift. All Employees working less than six (6) hours but more than four (4) hours may take one (1) fifteen (15) minute break near the mid-point of their shift.

D. The Board retains the sole right to make up any or all Employee work days and hours cancelled or lost because of reasons for which the State Department of Education does not allow such days and hours to be counted as days of student instruction. The rescheduling of such days and hours shall not entitle Employees to additional compensation.

1. For days and hours attributable to the above conditions that are not rescheduled, support staff personnel will be paid their regular salary on the next paycheck for the cancelled days or hours.
2. For days and hours attributable to the above conditions that are rescheduled, support staff personnel will be paid their regular salary during the pay period in which the days and hours are rescheduled and will not be paid for the cancelled days or hours.

If school is not cancelled by 6:05 a.m. (8:05 for a two-hour delay, etc.), drivers will be paid the two-hour show-up time on the next regular paycheck.

Custodians, if not notified of school cancellation by 6:10 a.m. (8:10 for a two-hour delay, etc.) may choose their regular salary or comp time for time worked with a minimum of two hours so credited.

**ARTICLE XV**

**OVERTIME**

A. Rates of Pay

Any Employee in any classification who works over forty (40) hours per week shall be paid time and one-half (1 ½) for all hours in excess of forty (40) hours. All days, vacation and other paid leave days, except sick leave, shall be considered days not worked for the purpose of overtime computation. Time and one-half (1 1/2) shall be paid for all hours worked on holidays that are defined in this Agreement, in addition to holiday pay.

B. Minimum Call In

An Employee reporting to work in conjunction with his/her regular work shift shall be guaranteed not less than two (2) hours work or two (2) hours pay.

C. Special Bus Trips

All special trips shall be posted in advance (sent to the bus garage). All trips shall be assigned according to seniority rotation based on hire in date. If none of the Bus Drivers agree to the special trip, it shall be offered to a driver who is not a regular bus driver. Special trips to be paid according to the salary schedule in the next regular pay period following the trip(s).

**ARTICLE XVI**

**HOLIDAYS**

A. General Conditions

To be eligible for holiday pay, an Employee must have worked the last scheduled day (full shift) prior to the holiday and the first scheduled day (full shift) after the holiday.

B. Eligibility for Holiday Pay

All Employees in the classifications of custodians and garage mechanic shall be paid for the following holidays that occur during the normal work year or occur when they are scheduled to work:

- |                            |                           |
|----------------------------|---------------------------|
| 1. New Year's Day          | 6. Thanksgiving           |
| 2. Memorial Day            | 7. Day after Thanksgiving |
| 3. Fourth of July          | 8. Christmas Eve Day      |
| 4. Friday before Labor Day | 9. Christmas Day          |
| 5. Labor Day               | 10. Good Friday           |

C. All other Employees shall be paid for the following holidays that occur during the normal work year or occur when they are scheduled to work:

- |                            |                           |
|----------------------------|---------------------------|
| 1. New Year's Day          | 5. Thanksgiving           |
| 2. Memorial Day            | 6. Day after Thanksgiving |
| 3. Friday before Labor Day | 7. Christmas Day          |
| 4. Labor Day               | 8. Christmas Eve          |

## ARTICLE XVII

### VACATION

#### A. Eligibility-Length of Service-Vacation Pay

All full-time Employees under a twelve (12) month contract covered by this Agreement shall be entitled to and shall receive vacation time off with pay. Employees may receive vacation pay in lieu of time off, provided advance approval is granted. Employees, with the exception of the mechanic position, may take up to five (5) workdays of vacation during the school year. If a qualified substitute, as determined by the administration, is available to substitute in the mechanic's position, he/she may also take up to five (5) workday's vacation during the school year. For Employees to qualify for vacation time and pay the following conditions must be met:

1. After one (1) full year of seniority, the Employee shall receive five (5) workdays vacation.
2. After two (2) full years of seniority, the Employee shall receive ten (10) workdays of vacation.
3. After five (5) full year's seniority, the Employee shall receive fifteen (15) workdays of vacation.

#### B. Computation of Vacation Pay and Scheduling of Vacation

1. The hours of vacation pay for each vacation week shall be forty (40) hours or the number of hours in the scheduled workweek of the classification in which the Employee works.
2. Time off for vacation must be requested in advance by the Employee(s) and approved by the Board. If more Employees request a certain vacation period than can be spared, preference of vacation time off shall be granted to the Employee(s) with the most seniority.
3. The Union and Board agree that their mutual objective is to afford maximum opportunity to the Employees to obtain their vacation and to keep the school operating. When time is taken off for vacations, such time will be scheduled after the anniversary



date of his/her employment and such time as the Board finds most suitable considering both the wish of the Employee and the efficient operation of the schools.

4. Employees who cannot be granted time off for vacation will receive pay in lieu of vacation time off by the Board at the end of August.
5. When a holiday, as defined in this Agreement, is observed during a scheduled vacation, vacation will be extended one (1) day continuous with the vacation or the Employee will receive pay in lieu of the holiday.

C. Pay for Earned Vacation

If an Employee retires or resigns, he/she will receive pay for any unused vacation including that accumulated in the current year, provided the Employee gives the Board two (2) weeks' notice.

## **ARTICLE XVIII**

### **INSURANCE**

The Board reserves its rights as defined by PA 112, M.C.L.A. 423.215, Section 15, Paragraph 3a.

- A. The Board agrees to provide the following insurance coverage, as negotiated effective October 1, 2011 to Bargaining Unit Members who work at least four (4) hours per day and their eligible dependents, defined by the insurance carrier, for the duration of the contract:
1. Ninety percent (90%) Plan A or Plan B insurance premium for Employees who are regularly scheduled to work eight (8) hours a day.
  2. Eighty-five percent (85%) of Plan A or Plan B insurance premium for Employees who are regularly scheduled to work six (6) hours per day.
  3. Seventy-five percent (75%) of Plan A (single coverage only) or Plan B insurance coverage premium for Employees who are regularly scheduled to work less than six (6) hours per day but at least four (4) hours per day.

The above-mentioned insurance plans to be provided to the above Bargaining Unit Members are described as follows:

Plan A: For Bargaining Unit Members selecting health insurance:  
Coverage includes Health, Vision, Dental, Term Life/AD&D & LTD

Plan B: For Bargaining Unit Members not selecting health insurance:  
Coverage includes Vision, Dental, Term Life/AD&D, LTD & \$1,500 Annuity

B. Lay Off

Employees who are laid off by the Board will continue to be covered for three (3) months after lay off under Article XVII above. If an Employee is discharged by the Board or if he/she quits, his/her benefits will stop at the end of the month.

- C. Employees working less than four (4) hours per day are not entitled to insurance benefits. Employees hired as of 7/1/98 who are working less than four (4) hours per day will be grandfathered into the coverage elected on 9/1/98. Employees who were on staff as of 7/1/98 will not lose access to aforementioned insurance coverage should their hours be reduced to less than four (4) hours per day.
- D. The Board shall allow school year Employees to have additional money taken out of their paychecks to help defray the cost of insurance. Any Employee electing to have money so deducted would need to make arrangements with Central Office no later than the student's first day of school each year or their first day of work if hired during the school year.
- E. The Employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code within sixty (60) days of ratification of this Agreement by both parties. This plan shall provide for premium conversion to the extent allowable under Section 125 regulations for Bargaining Unit Members who pay a portion of their insurance premium as well as for salary reduction for those Employees who receive an annuity in lieu of Board-paid health benefits.

**ARTICLE XIX**

**HEALTH AND SAFETY**

The Board and the Union will cooperate in the continuing objectives to eliminate accidents and health hazards in the workplace during the normal hours of their employment.

- A. The Association recognizes that the Employer may be required by law to provide certain "related services," which may include but not limited to, changing diapers, clean intermittent catheterization (CIC) for special needs students.

When special needs students require health related services expertise, the Employer will provide the services via trained personnel. If that is not possible, available volunteers from the paraprofessional, media clerk, support staff assistant, and secretarial classification of the bargaining unit will be sought. If there are no volunteers, the least senior available member of these classifications trained to perform the procedure may be assigned. The Employer retains the right to make such assignments. In no case, however, will a Bargaining Unit Member be required to provide related services requiring expertise, unless the following conditions are met:

1. The member has received prior training in the procedure. Such training shall be provided at the Employer's expense.

2. The Employer has obtained written permission from the student's parents and/or guardian(s) authorizing the procedure to be performed by a layperson with the level of training received by the Bargaining Unit Member.
  3. A witness will be made available during execution of the procedure if requested.
- B. In the event no school medical personnel are employed by the District, Bargaining Unit Members may be required to administer medication to pupils only when the following conditions are met:
1. The parents or guardians have given prior written approval for the administration of the medication by non-medical personnel.
  2. The aforementioned permission is accompanied by written instructions from the attending physician.
  3. An adult witness shall be provided when dispensing medicine to students.
  4. Necessary equipment and supplies are provided.
  5. Prior training is provided with regard to medication protocol, equipment, and procedures. Such training shall be provided at the Employer's expense.
  6. All medication will be in a current prescription bottle and a daily log will be maintained for the dispensing of medication.
- C. The parties recognize that certain transportation services and equipment are required to insure the safe maneuvering of students in boarding and unboarding transportation vehicles, and to insure the safe transportation of students while on board transportation vehicles. When an IEPC is held as a result of a transportation problem, the driver will be given the opportunity to provide input.
- The Employer may provide Bargaining Unit Members with relevant information concerning their passenger's handicaps or medical condition. This information will be given only after parent or guardian consent has been obtained.
- Pursuant to a student's IEPC or at the direction of the Employer, Employees may be required to receive special training. The Employer will provide the Bargaining Unit Member with this necessary training at the Employer's expense.
- D. The Employer will provide basic first aid training and CPR for all Bargaining Unit Members at District expense.

## ARTICLE XX

### WAGES

A. Wage Scale

The wages shown in Appendix A will be part of this Agreement.

B. Payday

Salary checks will be mailed on alternate Fridays. Paydays will not vary from stated time except when that particular Friday falls on a holiday, or days when school does not normally meet, in which case, checks will be distributed at the earliest convenient day nearest to that Friday. The Board reserves the right to establish the first payday of each new fiscal year. The Board will include the pay for the Christmas holiday with the last paycheck in December of the appropriate year.

## ARTICLE XXI

### REIMBURSEMENT

A. Meals

Meal allowance will be paid to Employees when assigned trips or duties that run through normal meal period as marked on the Employee's time card. Meal allowance shall be seven dollars and fifty cents (7.50) for breakfast, eight dollars and fifty cents (8.50) for lunch, and nine dollars and fifty cents (9.50) for dinner. Lodging cost shall be arranged by the Central Office.

B. License

Each Employee who requires a license or certification to perform the duties of his/her position shall be reimbursed for the cost of the license or certification after the completion of one full year of service to the school district.

C. Training Sessions and Certification Testing

The Board agrees to pay Bargaining Unit member(s), required by the district to attend training sessions and/or participate in certification testing, their regular rate of pay for those hours actually spent in attendance at such training or testing sessions. Reimbursement for certification testing will only apply for the initial testing attempt with the Bargaining Unit member(s) responsible for the additional costs.

## ARTICLE XXII

### PHYSICAL/MENTAL ABILITY

A. If a question arises as to the ability of an Employee to perform his/her work, a physical or mental examination may be required. The Board will pay the cost of the examination. If the Board requests further examinations, the Board will pay for the examinations.

B. Transportation

Transportation Employees shall submit to a physical examination as required by the State licensing laws. The Board will pay the cost of the examination at a medical facility, designated by the Board, or reimburse the Employee up to eighty dollars (\$80).

C. Alcohol and Drug Testing

1. All bus drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Omnibus Transportation Employee Testing Act of 1991, USC 431.
2. Prior to the start of each school year, Employees covered by the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 shall participate in in-service training on the law, procedures and local policies. Employees shall be paid at their regular hourly rate for such time in training.
3. Employees required to submit to and undergo testing for controlled substance or alcohol shall be paid for such time spent at their regular hourly rate. Treatment costs are to be borne by insurance and/or the Employee.

## ARTICLE XXIII

### STRIKES AND LOCKOUTS

A. Strikes

The Union, nor any person acting in its behalf, nor any individual Employee will cause, authorize, support or take part in any strike (stoppage of work) for the life of this Agreement.

B. Lockouts

The Board agrees that during the life of this Agreement there shall be no lockouts of Employees.

**ARTICLE XXIV**

**GENERAL CONDITIONS**

A. Contracts

The Board, at its expense, will provide to each of its Employees a copy of this Agreement and insurance and pension provisions and forms within four (4) weeks of beginning date of employment or within four (4) weeks of the signing of this Agreement between the parties.

B. Electronic Surveillance

The Association agrees that the District may install cameras in school buildings and school buses for the sole purpose of helping to improve student behavior and, accordingly, student safety on district buses.

The District agrees that the tapes made by these cameras is for the purpose of recording student behavior and will not normally be used in staff discipline, with the exception of staff misconduct involving sexual harassment/abuse, corporal punishment, use of unreasonable force or other similar misconduct.

The parties agree that the staff will not be responsible for the tape(s), or its quality, or its existence. The District further agrees that the placement of the cameras in school buildings and on the buses will not be the responsibility of the staff.

It shall be the responsibility of the drivers to operate the cameras during each bus run; however, it shall not be the responsibility of the bus drivers to change videotapes on the cameras.

C. Employees who occupy positions in two (2) or more departments or classifications may not accept employment assignments that interfere with another unless given permission to do so by their supervisor.

D. Custodians will be provided with uniforms that are to be worn daily during the school year-not required during summer months. It will be the responsibility of the Employee to turn in dirty uniforms as directed to insure timely cleaning. It is understood that the Board is responsible for such cleaning costs.

**ARTICLE XXV**

**SEPARABILITY AND CONFORMITY TO LAW**

If any provision or application of this Agreement shall be prohibited by or be deemed invalid under applicable laws or regulations, such provision or application shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision(s) or the remaining provisions of this Agreement.

**ARTICLE XXVI**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of September 14, 2011, and shall continue in effect for three (3) years on language until the thirtieth (30<sup>th</sup>) day of November, 2013, with wages and benefits effective for three (3) years until the thirtieth (30<sup>th</sup>) day of November, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Board of Education

Educational Support Personnel Association

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Secretary

**APPENDIX A**

			<u>11-12</u>	<u>12-13</u>
<b>SUPPORT STAFF ASSISTANTS</b>				
Step 1	1-3 yrs	6 hours or less	\$11.89	\$11.89
		> 6 hours	\$11.66	\$11.66
Step 2	4 yrs. +	6 hours or less	\$12.99	\$12.99
		> 6 hours	\$12.74	\$12.74
<b>PARA-PROFESSIONALS</b>				
Step 1	1-3 yrs	6 hours or less	\$12.30	\$12.30
		> 6 hours	\$12.06	\$12.06
Step 2	4 yrs. +	6 hours or less	\$13.21	\$13.21
		> 6 hours	\$12.96	\$12.96
<b>MEDIA CLERKS</b>				
Step 1	1-3 yrs	6 hours or less	\$12.24	\$12.24
		> 6 hours	\$12.00	\$12.00
Step 2	4 yrs. +	6 hours or less	\$12.76	\$12.76
		> 6 hours	\$12.51	\$12.51
<b>SECRETARIES</b>				
Step 1	1-3 yrs	6 hours or less	\$12.90	\$12.90
		> 6 hours	\$12.65	\$12.65
Step 2	4 yrs. +	6 hours or less	\$13.75	\$13.75
		> 6 hours	\$13.49	\$13.49
<b>BUS DRIVERS</b>				
Step 1	1-3 yrs	6 hours or less	\$13.21	\$13.21
Step 2	4 yrs. +	6 hours or less	\$14.42	\$14.42
* 4 ¼ hour per day contract				
CTC/PPI				
	Step 2	4+ years	\$10.10	\$10.10
*1% for positions over 6 hours including CTC Runs				
<b>CUSTODIAL/MAINTENANCE</b>				
Step 1	1-3 yrs	6 hours or less	\$13.48	\$13.48
		> 6 hours	\$13.22	\$13.22
Step 2	4 yrs. +	6 hours or less	\$14.84	\$14.84
		> 6 hours	\$14.55	\$14.55
<b>MECHANIC</b>				
Step 1	1-3 yrs	6 hours or less	\$17.45	\$17.45
		> 6 hours	\$17.11	\$17.11
Step 2	4 yrs. +	6 hours or less	\$18.25	\$18.25
		> 6 hours	\$17.89	\$17.89
<b>LONGEVITY:</b>				
	<u>Years</u>		<u>Additional Salary</u>	
	11-15		\$350	
	16-20		\$500	
	21+		\$650	



In the event of unrealized cuts, increased enrollment, or other unexpected sources of revenue, money would be used in the following priority:

- Laid off ESP members would be called back as necessary and according to the ESP contract language.
- The board would keep the first \$150,000 in revenues over expenditures after necessary callbacks.
- Additional revenues over expenditures would be distributed among employees, with a maximum of \$1,000 per employee.
- This money would be paid in a lump sum at the end of each school year. The amount would be determined by June 30, and will be distributed in July.
- The total revenues over expenditures will be reviewed by a joint team including board and ESP members.