

# **MASTER CONTRACT**

between the

**ESSEXVILLE-HAMPTON PUBLIC SCHOOLS  
BOARD OF EDUCATION**

and the

**ESSEXVILLE-HAMPTON EDUCATIONAL  
SUPPORT PERSONNEL (EHESP) /MEA-NEA**

For the School Years:

2010-2011

2011-2012

2012-2013

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## **ARTICLE I. AGREEMENT**

This Agreement, entered into this 1<sup>st</sup> day of July, 2004 by and between the Association (EHESP)/MEA-NEA, hereinafter called the "Association," and the Essexville-Hampton Public Schools Board of Education, hereinafter called the "Board."

WITNESSETH:

Whereas, the Board and the Association have a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as the representative of its secretaries, clerks, PC Technicians, Network technicians, Paraprofessionals and aides with respect to hours, wages, terms, and conditions of employment. It is understood that substitutes are not represented by the bargaining unit.

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

## **ARTICLE II. PURPOSE**

- A. The parties recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Board of Education, bargaining unit members and the Association. The Board and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement, or of policies or regulations of the Board; and accordingly, have included herein a Grievance Procedure for the effective processing and resolution of such disputes.
- B. The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changes by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- C. It is understood that the following classifications are excluded from the scope of this Agreement: head bookkeeper, payroll clerk, Superintendent's secretary, Board Office receptionist, administrative assistant at the Community Education Office, and supervisory personnel. The following positions will be grandfathered when each is vacated: playground supervisors, hall monitoring/parking lot attendant. At such time that each position is vacated, it shall be posted within the Essexville-Hampton Educational Support Personnel-Association [EHESP] and become part and parcel of the bargaining unit under the terms and conditions of this Master Agreement.
- D. The Board hereby agrees not to negotiate with any other bargaining agent other than the Association for the duration of this Agreement.
- E. Notwithstanding their employment, members shall be entitled to full rights of citizenship and no religious or political activities or any member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such a member.
- F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in any association with the activities of any employee organization.

### ARTICLE III. RIGHTS OF THE ASSOCIATION

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any individual in the enjoyment of any rights conferred by said Act 379, or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any individual member of the Association, her/his participation in any activities of the Association or collective professional negotiations with the Board, or her/his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

It is agreed that non-bargaining unit personnel will not be assigned bargaining unit work.

- B. The Board specifically recognizes the rights of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.
- C. The Association and its members shall continue to have the right to use school building facilities and equipment, including computers and Internet access, to which bargaining unit members normally have access, at all reasonable hours for Association business subject to scheduling through district procedures. No member shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises. Bulletin boards, school mail, and other established media of communication may be made available upon request and approval by the building principal or Superintendent or his/her designated representative to the Association and its members. Except that these media shall not be used to promote a political candidate or advocate for a political cause, unlawful purpose or interfere with work.
- D. The Board agrees to furnish the Association, in response to reasonable written requests, all available information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of its members, together with information which may be necessary for the Association to process any grievance or complaint.. This information shall include but is not limited to names, addresses, seniority, wage, benefit costs, etc. for all members of the bargaining unit, without charge.
- E. It is agreed and recognized that the authority to adopt all parts of the annual budget of the District resides exclusively with the Board. However, when possible upon written request, the Association shall be advised by the Board of any new or modified fiscal, budgetary, or tax programs which are proposed, and the Association shall be given reasonable opportunity to consult with the Board with respect to the proposed annual budget.
- F. Whenever a bargaining unit member is called to her/his supervisor's office for the purpose of investigation, which may culminate in a reprimand or disciplinary action, the bargaining unit member will be notified. The bargaining unit member may or may not request the presence of an Association representative. If the bargaining unit member requests the presence of an Association representative, the request may not be denied. No discussion will take place until the Association representative is available. Association members and Representatives may discuss pending issues involving the Association during the work day as long as such discussions are brief and do not interfere with the employee's regular duties and responsibilities, as determined by the building Administrator.

#### **ARTICLE IV. RIGHTS OF THE BOARD OF EDUCATION**

- A. It is hereby recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors 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. It is further recognized that the exercise of powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and then only to the extent that this contract is in conformance hereof with the Constitution and laws of the State of Michigan and of the United States.
- B. The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

#### **ARTICLE V. DUES AND PAYROLL DEDUCTIONS**

- A. 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 determined by the Association to the Association not to exceed the amount of dues uniformly required of members of the Association, including local, state and national dues. The bargaining unit member may authorize payroll deduction for such fee.
- B. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board at the request of the Association and after providing the bargaining unit member an appropriate opportunity for a due process hearing, shall pursuant to MCLA 408.477, MSA 17.277[7] deduct the service fee from the bargaining unit member's wages and remit same to the Association. 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 Association, or its designee, no later than twenty [20] days following deduction.
- C. In the event of any legal action brought against the Board in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and its own counsel, provided:
  - 1. The Board gives timely notice of such action to the Association and permits Association intervention as a party if it so desires; and
  - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article V, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

#### **ARTICLE VI. COMPENSATION**

- A. The basic compensation of each bargaining unit member shall be set forth in Schedule "A". There shall be no deviation from said compensation rates during the life of this Agreement. Beginning the 2010-2011 school year the Essexville-Hampton School District will move to two (2) pays per month.

- B. A bargaining unit member engaged during the working day in negotiations on behalf of the Association with any representatives of the Board in any grievance proceeding shall be released from her/his regular duties without loss of wage.
- C. The Association shall have allocated two (2) days or sixteen hours annually without loss of salary, for Association business. The Association shall access this time by written notice, at least one (1) week in advance, to the Employer by the Association President.
- D. Holidays occurring during the vacation period shall not be charged against the vacation allowance. On Act of God days, when school is cancelled employees may elect to use vacation days or personal Business days in order to maintain their wage.
- E. Upon resignation, layoff, or transfer to a position requiring fewer working hours or weeks of employment, members shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance was earned.

### **ARTICLE VII. HOURS OF WORK**

- A. A normal workday shall not exceed eight (8) hours, excluding a minimum of one-half (1/2) hour for lunch and a normal work week being Monday through Friday. Time and one-half (1½×) shall be paid for overtime worked in excess of 40 (forty) hours in any one week, or eight (8) hours in any one day. Compensatory time is to be computed and compiled on the basis of time and one-half (1½×). Scheduling of compensatory time is to be determined by the individual's immediate supervisor after consultation with the Association member. Work performed on weekends (Saturday-Sunday) shall be compensated at double time for all hours after the completion of forty (40) hours of work during the work week. An exception to the aforementioned would be a posted and accepted position by an Association member that would include weekend hours. Compensation would be made at the normal hourly rate. The employees work day shall be a contiguous day, unless mutually agreed upon between the employee, Supervisor, and the Association President.

PC Technicians and Network Technicians will work a minimum of forty-eight (48) weeks and eight (8) hours per day. These positions are subject to irregular work hours, which may occur in the evenings, Saturdays, or Sundays, depending upon the needs of the District. All hours worked in excess of the standard forty (40) hour week will be compensated at time and one-half (1½×) the regular hourly rate. By mutual agreement between the Employer and the employee, comp-time may be granted in lieu of overtime. All overtime hours must have prior approval of the Superintendent or his/her designee.

Bargaining unit members shall not be scheduled to work more than forty-one [41] weeks per school year unless otherwise mutually agreed upon and approved by the Superintendent or his/her designated representative.

Any bargaining unit member, upon working twenty-five [25] hours or more a week for four (4) consecutive weeks, or working a total of 1,025 (one thousand twenty-five) hours or more during a contractual year, shall be considered full-time. Any Association member working less hours than stipulated above shall be considered part-time.

- B. Bargaining unit members shall report to work as near her/his scheduled starting time as feasible on days when school is not in session due to an Act of God, unless previously arranged otherwise by her/his supervisor and approved by the Superintendent or his/her designated representative. Employees may use accrued vacation days or personal leave days in lieu of reporting.
- C. A bargaining unit member will have a relief time of ten [10] minutes in the morning and a relief time of ten [10] minutes in the afternoon as scheduled by her/his supervisor provided that the individual bargaining unit member is regularly scheduled for more than four and one-half (4½) hours of work daily.

- D. Bargaining unit members who are scheduled for work, appear for work, and are then sent home shall receive one-half (1/2) their normal day's pay.
- E. When a bargaining unit employee is asked to substitute in the position of an absent bargaining unit employee, the bargaining unit member substituting shall receive her/his regular rate of pay, or the Step 1 base rate for the classification of the position in which the bargaining unit employee is substituting, whichever is greater.

#### **ARTICLE VIII. VACANCIES, PROMOTIONS, LAYOFF, RECALL AND TRANSFERS**

- A. Whenever any vacancy in the bargaining unit shall occur, the Board shall publicize the same by posting written notice of such vacancy in every building where members are employed. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five (5) workdays in all buildings. All vacancy notices will be delivered to the building Principal and Secretary. Such notices will be dated and initialed upon receipt and posted immediately. Said posting shall not be required to be posted except during the school year. However, all vacancies occurring during the summer months shall be sent to the Association President via the U.S. Mail. During summer recess, the President of the Association shall be notified of said vacancy fifteen (15) days before the vacancy is permanently filled. This provision does not apply to temporary summer positions. When any vacancy is permanently filled, the Association President will be notified, in writing, within five (5) working days
- B. A vacancy notice shall include:
  - 1. Classification.
  - 2. Type of work.
  - 3. Minimum requirements necessary for the job.
  - 4. Minimum hours of work/hours to be worked.
- C. All personnel will be encouraged to train and prepare for promotional opportunities and, insofar as practicable, all vacancies shall be filled by the best available candidate with seniority and with ability, as judged by management, being the major criteria. Seniority shall be the only criteria in filling Paraprofessional vacancies when a position is applied for by a bargaining unit member. PC and Network Technicians will be minimally certified as CompTIA A+, Cisco certified, or N+ qualified respectively.

The District shall maintain a training subsection in each employee's personnel file. Certificates of training shall be maintained in this section for all District-sponsored training, as well as training completed through the employee's own initiative. When promoting, transferring, or reassigning employees, these training certificates shall be used to determine qualification and ability. It is the responsibility of the employee to provide documentation of training to the Employer.

- D. If a reduction in the workforce becomes necessary, in one or more classifications within the bargaining unit, the following layoff and recall procedures will be followed:
  - 1. Probationary staff (those with less than sixty [60] days) shall be laid off first. Probationary staff are not eligible for recall.
  - 2. If a reduction is still necessary, those with the least seniority are to be laid off first. In order to attempt to maintain his/her current hours and rate of pay, the displaced employee shall have the right to displace another employee with less District seniority. However, management shall retain the right to place employees in positions at its discretion. This process shall not be retroactive. Any member whose services are so terminated shall be notified at least fourteen [14] calendar days in advance in writing by the Board.
  - 3. Seniority shall continue to accrue while on layoff.

## CLASSIFICATIONS AND SUB-GROUPS

Within each subgroup, employees are considered “qualified” for each lower classification level.

### **Subgroup A – Paraprofessionals, Office and Library Support Staff**

Classification IV: Secretary  
Classification III: Library Clerks, Bookkeepers  
Classification II: Paraprofessionals  
Classification I: Non-Instructional Aides

### **Subgroup B – Computer Technicians**

Classification II: Network Technician  
Classification I: PC Technician

Seniority is defined to mean the amount of time an individual is continuously employed as a member of the EHESP within the School District. District seniority shall be calculated from the initial date of hire. Seniority shall be established by a date and time stamp on the employee’s application at the time of hire. Both the employee and the hiring administrator shall initial the original hire application. Under no circumstances shall seniority accrue until an employee has served his/her probationary period. If the probationary period is satisfactory, seniority shall be retroactive to the date of hire.

#### Seniority shall be lost for the following reasons:

Discharge for cause;  
Retirement or Resignation;  
Acceptance of a position within the District that is outside of the bargaining unit;  
Exceeding the two (2) year limitation on recall rights;  
If an employee on layoff is employed elsewhere and refuses recall.

Seniority shall be based on school years worked. One (1) year of employment is equal to one (1) year of seniority. Employees hired prior to the start of the second semester shall receive one (1) year’s seniority. Employees hired after the start of the second semester shall receive one-half (½) year seniority. The seniority list will be posted in the fall of each year. Objections to the list shall be filed within 10 days. Thereafter, the list shall be considered final and conclusive.

A laid off employee may submit a written letter of intent indicating which building(s) and positions he/she are willing to sub in. Such employees will be granted priority status on the substitute list.

For purposes of future vacancies, employees displaced to a lower classification as a result of reduction in positions and or programs shall be judged as having the ability to perform the work of their previous classification, with the exception of Subclass B.

#### **Recall**

When there is an increase in the working forces after a layoff, or an opening occurs due to attrition, the position will be posted internally in accordance with Sections A-C above. Laid off employees shall retain recall rights for a period of two (2) years.

#### **Notice:**

In the event of a recall, the laid off employee shall be informed of the recall via telephone followed by delivery confirmation letter stating the date the employee must return to work. If the employee is employed elsewhere he/she will be allowed to provide his/her current employer up to a two week notice before returning to work. Notice of recall via delivery confirmation will be mailed to his/her last known address. The employee must respond to such notice within five (5) work days after delivery thereof. In the event the employee fails to comply with the above, or fails to



notify the Employer of a change of address, he/she shall lose all seniority rights under this Agreement. Employees terminated through lay off may elect to escrow any accrued vacation time or be paid for same. These payments shall be paid in the last paycheck. Accrued sick leave shall be escrowed for use upon employee recall.

- E. The parties agree that involuntary transfers of bargaining unit members are to be affected only for reasonable cause as determined by the Superintendent/designee and after consultation with the association.
- F. When the administration becomes aware of a temporary leave of absence which is thought to be in excess of six (6) weeks, a job posting notice will be placed in each building in order that bargaining unit members may be notified of the temporary vacancy. Individual bargaining unit members may apply to the individual stated within the temporary notice. Seniority and ability, as determined by management, will be considered when filling the temporary vacancy, excepting assignments as in C, above.
- G. Employees interested in working during summer school sessions will provide written notice of their desire to the Administrator in charge no later than May 1<sup>st</sup>. Assignment of these positions will be made by the administrator based upon the needs of the program and the qualifications of the employee

#### **ARTICLE IX. DISCIPLINE, DEMOTION AND DISCHARGE**

- A. After satisfactory completion of the sixty [60] day probationary period, no bargaining unit member shall be disciplined [including warnings, reprimands, suspensions, reductions in rank, discharged, or other actions of a disciplinary nature] for any reason without just cause. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. A copy of the written disciplinary action given the bargaining unit members will be given to the Association President. Any complaint made against a bargaining unit member shall be promptly called to the attention of the bargaining unit member. If substantiated, a corrective procedure will be given except where there is just cause for discharge. This would also include allegations of wrongdoing regarding the employee's private and personal life.
- B. In the event a bargaining unit member shall be suspended or discharged from employment and believes she/he has been unjustly dealt with, such suspension or discharge shall be a case to be handled in accordance with the Grievance Procedure.
- C. All bargaining unit members may be evaluated a minimum of once (1×) every three (3) years by her/his immediate Supervisor or Building Principal. The parties will mutually develop the evaluation instrument and rating system. If any category of the evaluation contains areas of concern an Individual Development Plan (IDP) will be developed.

#### **ARTICLE X. RESIGNATION**

Any employee desiring to resign shall notify the Superintendent or her/his designated representative in writing at least fourteen (14) days prior to effective date. Employees will be paid for all granted, but unused vacation at the time of her/his resignation. The rate of pay shall be in accordance with the hours worked at the time these days were granted. Employees resigning prior to the end of the school year shall have her/his vacation days prorated. It is understood that employees resigning prior to the end of the school year who have used more than her/his prorated number of days shall reimburse the District for said days.

## **ARTICLE XI. SICK LEAVE**

- A. The primary purpose of sick leave is to cover the absence of a bargaining unit member from employment due to personal illness sufficiently severe that it would make her/his presence in school inadvisable. Sick leave applies only to absences resulting from illness or injury of the employee.
- B. Sick leave balances to include beginning, used, and remaining days will be provided on each bi-weekly pay stub.
- C. Fifteen [15] days each school year with pay will be granted each bargaining unit member because of illness or injury. During the first year of employment, a bargaining unit member will be granted the sick leave days on a monthly prorated basis, i.e., 1.5 sick days per month, September 1 through June 1. Unused sick leave shall be accumulated, but not to exceed a total of one hundred-twenty [120] days. Sick leave is to be prorated for part-time employees.

Bargaining unit members ending a school year with 110 days or more of accumulated unused sick time shall be given the full complement of sick days (15) awarded at the start of the succeeding school year. The usage of sick days shall be deducted from this amount during the succeeding school year. At no time shall a member accumulate more than 120 days for carrying into a succeeding year.

- D. There shall be established at the beginning of each school year a Sick Leave Bank, funded with only the unused personal business days. The bank will accumulate yearly, but shall not exceed a total of 120 (one hundred twenty) days. Bargaining unit members who have exhausted her/his individual accumulated sick leave and personal business days shall be entitled to make withdrawals of up to thirty (30) days from the bank upon the approval of a majority of the Administrative Panel of the bank. The Administrative Panel shall consist of three [3] members designated by the Association and two [2] members designated by the Board of Education.

## **ARTICLE XII. LEAVE OF ABSENCE**

- A. A bargaining unit member whose illness or award under the Worker's Compensation Act continues beyond the unused sick leave period specified in Article XI. hereof, will be granted a leave of absence without pay for a period not to exceed one [1] year. Such member, or a member of her/his immediate family in her/his behalf, shall make a written request to the Superintendent for such leave of absence, accompanied by a certificate from her/his physician that she/he is unable to perform her/his duties. She/he shall make a written request to the Superintendent for reinstatement when able to resume her/his duties, accompanied by a certificate from her/his physician evidencing such ability. The Board may require the member to submit to a physical and/or mental examination by a physician of its choice and at its cost. If the Board determines that the member is able to resume her/his duties, and her/his leave of absence has not expired, she/he shall be assigned to the same position in which employed prior to the illness or injury, or to a substantially equivalent position, commencing at such date as such a position becomes available.
- B. The term "immediate family" as used in this Article, or elsewhere in this Agreement, is defined to mean mother, father, stepmother, stepfather, husband, wife, sister, brother, stepsister, stepbrother, grandparents, mother-in-law, father-in-law, child, stepchild, grandchild (natural or adopted), son-in-law, daughter-in-law, brother-in-law and/or sister-in-law.
- C. A bargaining unit member will be granted leaves of absence with pay to the extent only of her/his unused sick leave pay specified in Article XII hereof, each year as follows:
  - 1. Serious illness of a member of her/his immediate family not to exceed four (4) days if request is made and approved by the Superintendent or her/his designated representative as soon as conditions permit the bargaining unit member to make the request.

2. For such period of time as the bargaining unit member is necessarily absent from employment because of an emergency, if request therefore is made to and approved by the Superintendent or his/her designated representative, as soon as conditions permit the bargaining unit member to make the request.
- D. A bargaining unit member will be granted leaves of absence with pay, not chargeable against sick leave pay specified in Article XII hereof each year as follows:
1. Association members absent from duty because of death of her/his immediate family shall be paid for a maximum of four [4] days for attendance at the funeral if the days are scheduled workdays. Said days are independent of sick leave and are not cumulative.  
  
Association members absent from duty because of the attendance at the funeral service of aunt, uncle, niece, nephew and/or friend (one day per year) shall be paid the equivalent of one day's pay. Said day is independent of sick leave and is not cumulative.
  2. Not to exceed thirty [30] days while serving as a juror in a Court of Record. The pay of the member shall be reduced by the per diem compensation paid to her/him as a juror.
  3. For such period of time as designated by the Superintendent for administration-approved visitations at other schools or educational conferences or conventions.
  4. A bargaining unit member will be granted two [2] days each year for the conducting of personal affairs which cannot be conducted outside school hours.
- E. A bargaining unit member will be granted leaves of absence without pay and not chargeable against sick leave specified in Article XII hereof:
1. For such period of time as the member is necessarily absent from employment because of an emergency if request therefore is made to and approved by the Superintendent, or designated representative, as soon as conditions permit the member to make the request.
  2. Not to exceed two [2] days for the transaction of personal business which cannot be transacted outside of a member's workday if request is made to and approved by the Superintendent, or his/her designated representative.
- F. An Association member will be granted a leave of absence without pay and benefits upon written request for the purpose of childcare attendant to the birth or adoption of the employee's newborn or newly-adopted child, not to exceed one [1] year. A member of the Association shall be entitled reemployment within one (1) calendar year from the date of the beginning of the leave of absence. It is recognized that members returning from leave as described in this paragraph will be placed on the step of the salary schedule that the individual enjoyed at the time the leave was granted. Individuals returning will retain accumulated sick leave that was accumulated at the time of commencing leave, provided that no portion of this Article is in conflict with current law.
- G. A leave of absence shall be granted to eligible employees in accordance with the Family and Medical Leave Act [FMLA] for the purposes permitted by the FMLA. FMLA leave will run concurrently with paid or unpaid leave for FMLA qualifying events.

### **ARTICLE XIII. TERMINAL LEAVE**

Terminal leave payment shall be paid to individual bargaining unit members in good standing who terminate their employment after ten (10) years of service in the District as follows:

1. One (1) day's pay shall be paid for each day of accumulated sick leave, not to exceed two thousand [\$2,000.00] dollars. Calculation of benefits shall utilize average of hours worked per day in the final three [3] years of

employment.

2. In lieu of the benefit provided in paragraph 1 above, if the bargaining unit member terminates employment in good standing after ten [10] years of service with at least one hundred and ten [110] accumulated unused sick leave days, the bargaining unit member shall receive Four Thousand Dollars [\$4,000.00].
3. In case of death of the employee, the above benefits will be paid to the surviving legal spouse or to the employee's designated beneficiary. The District will provide a beneficiary designation form to each employee.

#### **ARTICLE XIV. GRIEVANCE PROCEDURE**

- A. Should differences arise between the Board and the Association, or its members employed by the Board, as to the meaning and application of the provisions of this Agreement, there shall be no suspension of work on account of such difference, but an earnest effort shall be made to settle such difference immediately in the following manner:

Step 1: Within ten (10) working days of the occurrence or discovery thereof of the facts forming the basis of the grievance, an aggrieved employee may initiate a grievance in writing on forms provided by the Association, or verbally by contacting the employee's Supervisor, who must give an answer within two (2) working days. Should the grievance involve more than one (1) building, or fall outside the authority of the employee's Supervisor, an initial meeting will take place between the Superintendent or his/her designee and shall be processed at Step 2.

Step 2: If the grievance is not settled in Step 1, or no disposition has been made, a copy of the grievance will then be submitted within ten (10) working days of receipt of the answer in Step 1 to the Superintendent of Schools. A meeting will then be held as soon as possible, but not later than ten (10) working days, between the Superintendent of Schools and the aggrieved Association/employee for discussion of the grievance. Such meeting may include the aggrieved employee. The decision of the Superintendent of Schools, or his/her designated representative, shall be made in writing within five (5) working days after the meeting.

Step 3: If the grievance is not settled at Step 2, or no disposition has been made, a meeting must be held between representatives of the Association and the School Board or their representatives. The request for a meeting must be forwarded within ten (10) working days upon receipt of answer at Step 2, or the time limit for the answer. The meeting shall be held within ten [10] working days of the receipt of the request, or thereafter by mutual agreement. The decision of the Board shall be made in writing within five [5] working days of a meeting.

Step 4: If the grievance is not settled at Step 3, the matter shall then be referred to arbitration by the Board or the Association within fifteen [15] working days by filing a demand for arbitration with the American Arbitration Association. She/he shall be selected through the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any issues which have not been set forth in the original grievance. The Arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The Arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is in violation of the terms of this Agreement. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the Board and the Association.

Arbitration conducted in accordance with Step 4 shall be binding upon both parties.

**ARTICLE XV. INSURANCE**

- A. It is understood that the Board of Education will pay the full premium for MESSA CHOICES II \$300/\$600 deductible, \$10/20 Rx, and 5/10/25 OV/UC/ER. It is further understood that the in-network deductible will be reimbursed (upon verification by presenting an EOB with the deductible highlighted) on a quarterly basis. The Board of Education will also pay self-funded dental with Class I benefits at 75%, Class II benefits at 50%, Class III benefits at 50%, with a maximum contract benefit of \$1,000.00 per person total, per contract year, on Class I and Class II benefits.
- B. Bargaining unit members who are regularly scheduled to work the following minimum hours per week shall receive the Board of Education provided health and dental insurance as provided in Paragraph A above:

- Minimum of 35 hours per week: 100% of full-family premium.
  - Minimum of 30 hours per week: 86% of full-family premium.
  - Minimum of 25 hours per week: 72% of full-family premium.

Effective 10/1/2010, any newly insured bargaining unit members who are regularly scheduled to work the following minimum hours per week shall receive the Board of Education provided health and dental insurance as provided in Paragraph A above:

- Minimum of 35 hours per week: 100% of eligible premium.
  - Minimum of 30 hours per week: 86% of eligible premium.
  - Minimum of 25 hours per week: 72% of eligible premium.

Bargaining unit members who are regularly scheduled to work, and who do not carry health insurance provided by the Board of Education, may choose optional insurance coverage and/or a TSA as follows:

- Minimum of 30 hours per week: \$135
  - Minimum of 25 hours per week: \$105

For every additional bargaining unit member who participates in the optional insurance coverage and/or TSA program, above the fifteen (15) current (as of July 1, 1997) members, the Board shall add one hundred additional dollars (\$100.00) to be equally disbursed to the members who participate. The base will not dip below \$1,620.00. The check will be issued the first pay in November.

The existing Internal Revenue Code Section 125 Plan shall not be modified during the term of this Agreement except as required by law.

Term life insurance with AD&D will be provided to all employees according to the following schedule:

- Minimum of 30 hours per week: \$20,000
  - Minimum of 25 hours per week: \$15,000
  - Minimum of 15 hours per week: \$12,000

**ARTICLE XVI. VACATION**

- A. "Regularly assigned" is defined to mean those hours an individual within the bargaining unit actually works for a minimum of nineteen [19] weeks per school year.

Should it become necessary to reduce an employee's hours, vacation time used after the reduction of the employee's hours will be prorated in accordance with the new hours worked. Vacation times to be mutually agreeable between the Supervisor and the individual bargaining unit member.

1. Paid vacation for bargaining unit members assigned to work an eleven [11] month year or more and a thirty-five [35] hour week or more, are listed below:

- 1 year – 5 days paid vacation
- 2 years – 10 days paid vacation
- 7 years – 15 days paid vacation
- 16 years – 20 days paid vacation

2. Bargaining unit members working in school year positions and assigned to a regular workweek of thirty [30] hours or more will be granted vacations as listed below:

- 1 year to the completion of 5 years – 5 days paid vacation.
- Beginning of 6 years to completion of 9 years – 10 days paid vacation.
- Beginning of 10 years of employment – 15 days paid vacation.

3. Bargaining unit members working in school year positions and regularly assigned to a regular workweek of at least twenty-five [25] hours, will be granted vacations as listed below:

- 1 year – 5 days paid vacation
- 10 years – 10 days paid vacation

- B. If there are not enough days during the school calendar to allow for the number of days of paid vacation, then individuals receiving more days will be paid for the days at the end of the school year.
- C. It is understood that the vacation allowance may be used any time school is not in session. It is further understood that bargaining unit members may request unpaid leave. The Superintendent or his/her designee will consider a request for unpaid leave on an individual basis. Individual requests for unpaid leave should be forwarded to the Superintendent or his/her designee, accompanied with the recommendation of the appropriate Building Administrator.
- D. Bargaining unit members working less than twenty-five [25] hours per week are ineligible for vacation benefits.

### ARTICLE XVII. HOLIDAYS

A. Paid holidays for all regularly assigned bargaining unit members shall be:

- |                              |                    |
|------------------------------|--------------------|
| Labor Day                    | New Years' Eve Day |
| Thanksgiving Recess (2 days) | New Years' Day     |
| Day before Christmas         | Good Friday        |
| Christmas Day                | Memorial Day       |

All employees shall receive holiday pay equal to the average hours worked per day.

- B. Twelve (12) month employees are to receive July 4th as a paid holiday.
- C. If a bargaining unit member is assigned to work on a regular basis through the week of 4th of July following regular employment through the school year, said bargaining unit member will be paid holiday pay for the 4th of July.
- D. EH-ESP personnel will not be scheduled to work the weeks of Christmas vacation and spring vacation unless

mutually agreed between the bargaining unit member and her/his appropriate supervisor(s).

#### **ARTICLE XVIII. MISCELLANEOUS**

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed at the expense of the Board of Education and presented to all Association members now employed or hereafter employed by the Board. The District will provide the Association a copy of this Agreement on disk.
- C. Should the duties and/or responsibilities of a bargaining unit member substantially change, the Superintendent and the Association will meet and confer about the change.
- D. Bargaining unit members who are assigned duties in more than one (1) school building which require that transportation be used between buildings, will be compensated fifteen (15) minutes at their current rate of pay for each trip.
- E. If any bargaining unit member is complained against or sued by reason of action taken in a job-related function during the working day, the Board will provide legal counsel and render assistance to the bargaining unit member for her/his defense, provided the bargaining unit member was performing her/his duties in accordance with the Board and school policies and was not unreasonable. Members shall exercise reasonable diligence to monitor student use of the internet/intranet in their assigned work area. It is agreed by the parties that all users of the District's internet/intranet assume personal responsibility for her/his actions. Members who witness inappropriate use of the system will report such misuse to the appropriate authority as soon as their duties allow.
- F. The Board shall make reasonable provision for the safety and health of its employees during their hours of employment. Major protective devices and other equipment to protect employees from injury shall be provided by the Board.
- G. Individual bargaining unit members may enter into a Tax Sheltered Annuity Program. The Board of Education will make deductions and purchase annuities which meet the requirements of Section 403(b) of the code for such members who make application, therefore, in a manner satisfactory to the School District. The School District shall select the companies and have no responsibility for the tax or financial results to any employee of such purchases.
- H. If, in the performance of regular or assigned duties of the bargaining unit member, without negligence on her/his part, the bargaining unit member shall suffer damage to or theft of her/his clothing or other personal property, but not including damage to automobiles or loss of money to the extent of Five Dollars [\$5.00,] but not more than one hundred dollars [\$100.00] per year, the Board shall make reimbursement. The Board may require subrogation, assignment, and full cooperation by such bargaining unit member in seeking recovery from any party responsible for said loss.
- I. Whenever mutually agreeable, a Problem Solving Committee composed of administrators and bargaining unit personnel shall meet in order to discuss items of concern to all parties. Regular membership of the committee will be composed of two (2) administrators and two (2) bargaining unit members. However, either group may request other interested persons to attend. At the request of the President of the EHESP, through the Superintendent, a Board member may be present. Whenever a problem occurs, an employee should follow the chain of command (1st building principal, 2<sup>nd</sup> assistant superintendent, 3<sup>rd</sup> superintendent) in order to resolve the issue.

- J. A committee consisting of bargaining unit members and administrators will be appointed mutually by the Superintendent of Schools and the President of the Essexville-Hampton EHESP in order to make recommendations to the Superintendent of Schools concerning job descriptions and personnel evaluation of bargaining unit members. It is understood that a minimum of two (2) administrators will be appointed by the Superintendent of Schools and two (2) individuals will be appointed by the President of the bargaining unit.
- K. It is acknowledged and understood that bargaining unit members may be required to administer medications, including giving injections to students as part of the assigned duties of a bargaining unit position in accordance with the strictures of this provision of the Agreement. Administering medication to students, including giving injections, is not to be construed as exclusive bargaining unit work. Bargaining unit employees who are assigned such duties are to administer medication, including injections, in compliance with the current laws and Board Policy in effect at the time the medication is administered. A bargaining unit employee will not be assigned the duty of giving student[s] injections, unless at the time of hire or at any time thereafter, the bargaining unit member has accepted assignment of the duty to give injections and/or signed a statement acknowledging that she/he may be assigned the duty of giving student injections as an assigned duty. The signing of a statement acknowledging that she/he may be assigned the duty of giving student[s] injections may be required by the Board as a condition of hire and shall be binding as a condition of continued employment of the bargaining unit member thereafter. Additionally, if a bargaining unit position is one in which a bargaining unit member is currently giving student injections, giving student injections shall be a requirement for assignment to a vacancy in the position if giving injections to students will continue to be a duty of the position. If a bargaining unit position has not been previously assigned the duty of giving injections, the duty to give student injections may still be required of that bargaining unit member in that newly-assigned position. In accordance with the requirements of OSHA Standard for Blood Borne Pathogens Regulations, 29 CFR Part 1910, as amended, Hepatitis B vaccine shall be made available, without cost to the bargaining unit employees whose designated job assignment includes giving student injections. It is understood that bargaining unit members who, in good faith, administer medication to a pupil in compliance with state law and Board Policy are not liable in a criminal action, or for civil damages as a result of the administration except for an act or omission amounting to gross negligence or willful or wanton misconduct. It is further understood that the Board shall indemnify and hold harmless any bargaining unit member who dispenses medication to pupils in accordance with Board of Education policy, except for an act or omission amounting to gross negligence or willful or wanton misconduct.
- L. Except for current operational and job specific tasks performed by bargaining unit members, proficiency in the use of District hardware/software may be used as an evaluative criteria only after the employee has been provided workday training, support and practice in the use of said hardware/software, unless the employee already has a demonstrated proficiency in said hardware/software. Recommendations, requirements or improvements in the use of hardware/software will be supported with additional workday training, support and practice.
- M. The Employer will provide bargaining unit members with the opportunity for workday training to assist bargaining unit members in avoiding unintentional violations of copyright law and incidents of workplace harassment while using the Internet/Intranet.
- N. The parties recognize that an Acceptable Use Committee was established to develop a mutually acceptable "Acceptable Use Policy" and to present same to the Board for its approval. In the event any portion of the Acceptable Use Policy is determined to be in violation of law, that portion will become null and void and the Acceptable Use Committee shall meet to recommend appropriate changes.



## **ARTICLE XIX. NEGOTIATIONS PROCEDURES**

- A. In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating 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 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.
- B. Sixty (60) days before the expiration of this Contract, the parties shall initiate negotiations for the purpose of entering into a successor Agreement.

There shall be three (3) signed copies of any final Agreement. One (1) copy shall be retained by the Board, one (1) by the Superintendent, and one (1) by the Association.

## **ARTICLE XX. SAVINGS CLAUSE**

If any provision or application of this Agreement to a bargaining unit member(s) shall be found contrary to law, then such provision or application shall not be deemed valid and existing except to the extent permitted by law. All provisions or applications shall continue in full force and effect.

## **ARTICLE XXI. STRIKES AND RESPONSIBILITIES**

During the life of this Agreement, neither the Association nor any of its agents or members shall take part in any strike, that is, the concerted failure to report for work or willful absence of an employee from her/his position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the bargaining unit member's duties of employment for any purpose whatsoever.

**ARTICLE XXII. DURATION OF AGREEMENT**

This Agreement constitutes the entire collective bargaining negotiations of all subjects for the term of this Agreement and shall become effective July 1, 2010 upon ratification by the Association and the Board and shall continue in full force and effect and be legally binding on the parties hereto until June 30, 2013. Article XV and Appendix "A" Wage Schedule, is subject to negotiation for the 2011-2012 and 2012-2013 school year.

**IN WITNESS WHEREOF**, the parties hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_, 2010.

**ESSEXVILLE-HAMPTON PUBLIC SCHOOLS  
BOARD OF EDUCATION**

\_\_\_\_\_  
John A. Martin, President

\_\_\_\_\_  
Jill M. Urban, Secretary

\_\_\_\_\_  
John Mertz, Superintendent of School

**ESSEXVILLE-HAMPTON EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION [EHESP]/MEA-NEA**

\_\_\_\_\_  
Bonnie Middleton, Co-President

\_\_\_\_\_  
Nancy Reder, Co-President

\_\_\_\_\_  
Jean Jacobs, Negotiator

\_\_\_\_\_  
Janice Stefaniak, Negotiator

\_\_\_\_\_  
Donna Roller, Negotiator

\_\_\_\_\_  
Kay Eigner, Negotiator

**APPENDIX A – WAGE SCHEDULE**

**2008-09/2009-10  
2010-2011**

<b>Step</b>	<b>NI Aides</b>	<b>Parapro SH Monitor</b>	<b>Lib Clrk Bkkpr</b>	<b>Sec</b>	<b>Tech N C</b>	<b>TechA+ Cisco Cert.</b>	<b>Net N C</b>	<b>NetA+</b>	<b>NetN+</b>
1	\$9.85	\$9.99	\$10.42	\$11.80	\$12.40	\$13.25	\$12.40	\$13.25	\$13.82
2	\$10.49	\$10.78	\$11.25	\$12.80	\$12.84	\$13.68	\$14.09	\$14.94	\$15.50
3	\$11.17	\$11.53	\$12.06	\$13.93	\$13.29	\$14.13	\$14.73	\$15.58	\$16.14
4	\$11.71	\$12.31	\$13.38	\$15.07	\$13.75	\$14.60	\$15.40	\$16.25	\$16.81
5	\$12.56	\$13.34	\$14.35	\$16.55	\$14.24	\$15.08	\$16.10	\$16.95	\$17.51

For the 2010-2011 school year, wages and steps are frozen at the 2008-2009 and 2009-2010 rates.

**LONGEVITY**

An annual lump sum payment of Eight Hundred Dollars [\$800.00] will be paid at the completion of twenty [20] years of employment; Six Hundred Dollars [\$600.00] at the completion of fifteen [15] years of employment; and Four Hundred Dollars [\$400.00] at the completion of ten [10] years of employment. Longevity payments will be made in the first (1<sup>st</sup>) pay period in October of each school year. Any employee resigning before the end of the school year will reimburse the District her/his payment divided by the number of school days remaining in the school year.

To further clarify:

For example, an employee with a hire date in January will receive their first longevity payment for reaching ten (10) years of employment before they actually reach their ten (10) year anniversary date. This will also occur during the school year in which they hit their fifteenth (15) and twentieth (20) anniversary of their hire date.

**APPENDIX "B"**

**ESSEXVILLE-HAMPTON PUBLIC SCHOOLS  
GRIEVANCE REPORT FORM**

Grievance No. \_\_\_\_\_ Date Filed: \_\_\_\_\_

A. Date cause of grievance occurred: \_\_\_\_\_

B. Nature of grievance and Article(s) violated: \_\_\_\_\_

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

Remedy for grievance: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant Signature

\_\_\_\_\_  
Building Assignment

C. Disposition of supervisor: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

-----  
A. Date received by Superintendent or Designee: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

# **LETTER OF AGREEMENT**

## **Essexville-Hampton Public Schools**

and

## **Essexville-Hampton Public Schools Clerical Association/MEA-NEA**

This MEMORANDUM OF UNDERSTANDING is entered into this 1<sup>st</sup> day of June, 2001 by and between the Board of Education of Essexville-Hampton Public Schools, hereinafter referred to as the "Board" and Essexville-Hampton Public Schools Clerical Association/MEA-NEA, hereinafter referred to as the "Association" for the purpose of setting forth their understanding and intent with respect to their mutual commitment to continue to communicate and discuss the interests of the Board and the Association with respect to technology training related to the development and use of technology in the school district, which may involve training needs for Association bargaining unit members.

WHEREAS, the Board as the public employer, and the Association as the exclusive bargaining representative of the bargaining unit, are engaged in a collective bargaining relationship pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq; and

WHEREAS, the Board and the Association are parties to a collective bargaining agreement between them applicable for the period July 1, 2000 through June 30, 2004; and

WHEREAS, the Board and the Association mutually desire to establish and maintain communications and discussion of the technology training needs of members of the bargaining unit with respect to the development and use of technology by the school district, without engaging in collective bargaining with respect to the decisions of the Board concerning the use of technology to deliver educational programs and services and staffing to provide the technology or the impact of these decisions on individual employees or the bargaining unit contrary to Section 15 [3] [h] of the Michigan Public Employment Relations Act MCL 423.215 [3] [h], and desire to have their mutual intent and understanding with respect thereto expressly acknowledged as set forth herein.

IT IS UNDERSTOOD, by and between the Board and the Association, that they will establish and maintain communication and discussion with respect to the interests of the Association and the Board in the training needs of Association bargaining unit employees related to the development and use of technology in the school district, as a matter of courtesy and mutual interest in the effective development and use of technology in the school district.

THIS MEMORANDUM OF UNDERSTANDING is hereby executed and entered into this 1<sup>st</sup> day of June, 2001 by and between the Board and the Association, whose authorized representative[s] have affixed their signatures in witness thereof as follows:

**BOARD OF EDUCATION  
ESSEXVILLE-HAMPTON PUBLIC SCHOOLS**

John Martin, President  
Frank H. Davenport, Secretary

**ESSEXVILLE-HAMPTON PUBLIC SCHOOLS  
CLERICAL ASSOCIATION/MEA-NEA**

Betty Ann Mahoney, President  
Patricia Oliver, Secretary