

AGREEMENT

between the

**MARSHALL PUBLIC SCHOOLS
BOARD OF EDUCATION**

and the

**MARSHALL PUBLIC SCHOOLS SUPPORT
PERSONNEL ASSOCIATION/MEA/NEA**

2005-2006

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ARTICLE 1. AGREEMENT

This Agreement entered into this _____ day of May, 2006 by and between the Board of Education of the Marshall Public Schools, hereinafter referred to as the "Board" and Marshall Public Schools Support Personnel Association, an affiliate of the Michigan Education Association, hereinafter called the "Association."

ARTICLE 2. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all secretarial/clerical personnel, food service personnel, paraprofessional personnel, and custodial/maintenance/grounds/laundry personnel employed by the Board including the following:

1. Secretaries
2. Receptionist/Switchboard Operators
3. Head Cooks
4. Cooks
5. Cashiers
6. Library Paraprofessionals
7. Custodians
8. Maintenance Personnel
9. Laundry Workers
10. Groundskeepers and Workers
11. Food Service Custodian/Driver

EXCLUDING:

1. All Supervisory Personnel
2. Superintendent's Secretary, Assistant Superintendent's Secretary, Accountant, Payroll Secretary
3. Substitutes and seasonal (a maximum of 90 work days) employees
4. All other Marshall School District Employees, including student employees

When used in this Agreement, the term "custodial/maintenance" shall mean all custodial, maintenance, grounds, and laundry personnel who are members of the bargaining unit. The term "secretary" shall mean all secretarial personnel who are members of the bargaining unit. The term "paraprofessional" shall mean all paraprofessionals who are members of the bargaining unit. The term "food service" shall mean all food service personnel who are members of the bargaining unit. The term "employee(s)" shall mean all members of the bargaining unit.

ARTICLE 3. ASSOCIATION SECURITY AND PAYROLL DEDUCTIONS

A. Payroll Deduction

1. Upon appropriate written authorization from the employee, the Board shall deduct from the employee=s wages and make appropriate remittance for credit union, annuities, and any other programs jointly approved by the Association and the Board.
2. Employees may authorize deduction of monthly membership dues, fees, assessments, and contributions to the Association=s PAC by completing the authorization form furnished by MEA. Nothing in this Article shall be interpreted or applied to require employee contributions to political action or similar funds of the Association or its affiliates. Such contributions shall only be made with annual written consent of the employee, on file with the Board, in accordance with the applicable statutory provisions.
3. During the life of this Agreement the Board agrees to deduct membership dues/fees from the pay of each employee who executes or who has executed the Dues/Fees Deduction Form and filed the same with the Board. The Board shall be entitled to rely solely on the written notice of the Association, as to the amount of dues/fees to be deducted from the employee=s wages and the employees from whom such deductions are to be made provided that the amount to be deducted shall be given to the Business Office at least three (3) weeks prior to the pay day on which deductions are to be made. Deductions for dues/fees shall not supersede any legally required deductions and the Board shall not be required to make any check-off for dues/fees if the employee=s pay is not sufficient to cover the dues/fees in any pay period.
4. Deductions under all properly executed Dues/Fees Deduction Form shall become effective at the time the authorization is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter unless and until the employee gives written notice of revocation for the deduction to the Board and the Association.
5. An employee shall cease to be subject to check-off dues/fees beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit or in which revocation is made under & A(4), above. MPSSPA will be notified by the Board of the names of such employee(s) following the end of each month in which the termination took place.

B. Agency Shop/Association Security

1. Any bargaining unit member who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of employment duties, shall pay to the Association a service fee in an amount not to exceed the professional dues of the Association.

Any bargaining unit member who is not an Association member and who makes objection pursuant to the Association's Policy Regarding Objections to Political-Ideological Expenditures, and the Obligations to Political-Ideological Expenditures Administrative Procedures (hereinafter referred to as the Association's policy and procedures) shall be required to pay a reduced service fee to the full extent permitted by state and federal law. The objecting non-member's exclusive remedy shall be through the Association's policy and procedures together with appropriate state or federal agencies or courts. The non-member may authorize payroll deduction for such fees in the same manner as provided for member dues in Section A of this Article. The Association shall provide to all non-members copies of the Association's policy and procedures.

- (a) If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Association, upon written notification by the Association the Employer shall deduct the service fee amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to the Association, according to the procedure that follows.
- (b) The procedure in all cases of non-payment of the service fee shall be as follows:
 - (1) The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - (2) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to § B(1) of this Article.
 - (3) The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or has authorized payroll deduction of that fee.

2. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year

(December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment of non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the service fee for that given school year.

3. Employees covered by this Agreement at the time it becomes effective, and who are members of the MPSSPA at that time, shall be required to remain members of the MPSSPA, or pay to the MPSSPA each month a service charge not to exceed the monthly dues. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required to become members of the MPSSPA, or pay to the MPSSPA each month a service charge not to exceed the monthly dues.
4. In the event of legal action against the Employer brought 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 through its own counsel provided:
 - (a) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

The Association shall indemnify and save the Board harmless against and from any and all claims, demands, or other forms of liability that may arise out of by reason of complying with this provision, except where any said loss is caused by the school district's negligent conduct.

If at any time this indemnification provision is declared unenforceable or void, Article 3 shall be declared nugatory at the expiration of the current contract.

ARTICLE 4. ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association shall have the right to use building facilities at reasonable times and hours for Association Meetings outside their working day when an operating staff is on duty, provided this shall not interfere with or interrupt normal school procedures. Such use shall be scheduled through the building administrator. When special custodial service is required, the Board will charge the Association for the actual charge involved.
- B. The Association, by its representatives, may for the Association purposes, enjoy the use of Board typewriters, duplicating equipment, calculating machines and audio-visual equipment provided, however, all such use shall be only when such equipment is not in use for educational or instructional purposes as determined by the building administrator. The Association agrees to indemnify and hold harmless the Board of and from any damage or cost of repair arising out of Association misuse and to reimburse the District for supplies and materials used.

- C. Bulletin board space, conveniently located, shall be made available to the Association.
- D. All Association materials intended for distribution or display in any property under the management of the Board shall be identified as Association material before display or distribution.
- E. The Board agrees to provide in the form in which it is available in the records of the District, upon written request of the Association President, financial and non-confidential information relative to the District, excluding, however, any and all financial information or data which may be held not accessible to Association bargaining units by any statute, state administrative or judicial body.
- F. A special conference may be called by either party, and arrangements for such conference shall be made at least one (1) week prior to any meeting, and the subject to be discussed shall be presented to the other party prior to the meeting. These conferences shall be between the association president or designee and one (1) member of the bargaining unit and the employer or its designee(s). Meetings shall be held during the regular scheduled work day at 3:00 p.m. and shall be confined to one (1) meeting per month unless unusual or emergency situations arise requiring more than one (1) meeting per month. This meeting may be attended by a representative of the local or state association.

ARTICLE 5. EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. All employees shall fully, faithfully, and properly perform the duties of their employment.
- B. Nothing contained in this Agreement shall be construed to deny or restrict any rights an employee may have under any State or Federal laws or State or Federal constitution.

The parties agree that the provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, or membership in, or association with the lawful activities of the Association.

The parties further agree that asserted violations of the foregoing rights shall be pursued through state/federal courts and administrative agencies established for such recourse, it being recognized that the Grievance Procedure in this Agreement is not intended to redress such disputes.

- C. Employees shall not engage in Association activities during their working hours. Upon supervisor approval, the Association will be allowed up to five (5) hours a month for investigation and presentation of grievances.
- D. In cases of absence, the employee shall notify his/her immediate supervisor or designee, in accordance with procedures established by the Board.

- E. It is the responsibility of every employee to inform the Business Office in writing of any change of name, address, telephone number, or of any other factors that would affect his/her job responsibilities or compensation and fringe benefits.
- F. The Board may require any employee to have a physician's examination in order to:
- (1) determine the fitness of such employee to perform his/her duties in a satisfactory manner;
 - (2) assess an employee's fitness for return to duty after a leave of absence; or
 - (3) verify an employee's eligibility for health related leave; or
 - (4) satisfy mandates imposed by state or federal law or agency regulation.

Any order of such an examination shall be accompanied by a written statement to the employee of the specific reasons for requiring the examination and shall not be done without reasonable cause.

The cost of all physical and mental examinations will be paid by the Board when requested by the Board for any purpose.

The Board reserves the right of selection of the physician or agency performing the service.

- G. The duties and responsibilities of all employees shall be defined in accordance with the job descriptions authorized by the Board. All personnel are directly responsible to the supervisor to whom they are assigned. The supervisor will notify full-time school and part-time secretaries when to return to work after the summer recess.
- H. The Board and the Association acknowledge the importance of a non-violent workplace and pledge to cooperate in the advancement of that objective. Any instance of threats or of an employment-related assault by or upon a bargaining unit member shall be promptly reported to the reporting employee's immediate supervisor. The Board shall render reasonable assistance to an employee who is the victim of a workplace assault, which assistance may include referral of the matter to law enforcement and judicial authorities.
- I. Each employee shall have the right, upon appointment, to review the contents of his/her own personnel file with the exception of those materials exempted from the definition of a "personnel record" under the Bullard-Plawecki Employee Right to Know Act. The review will be made in the presence of the administrator responsible for the safekeeping of the file or his designee. A representative of the Association shall, at the employee's request, accompany the employee in this review. Review of files shall be limited to two reviews per semester. The employee shall limit reviewing files to off duty time.
- J. The results of elections of Association officers and the appointment of any person(s) designated as liaison(s) of any kind to the Board shall be reported within five (5) working days to the Business Manager.

- K. The parties recognize that the school environment has changed to the extent that certain health related services accommodations must be extended to a select segment of the student body. In recognition of this change, the Board and the Association agree that no employee shall be required to provide any medical services customarily provided by a health care professional without first being properly trained. All training will be conducted during an employee's regular scheduled work day without loss of pay. Said training will be provided by a knowledgeable and fully certified/licensed health care professional. It is also recognized that some employees may not be capable of performing such functions or even participating in training activities. In this event, a certified/licensed health care professional mutually selected by the Board and the employee shall determine whether or not an employee is capable of performing said functions/procedures.

ARTICLE 6. GRIEVANCE PROCEDURE

- A. A "grievance" is a claim by an employee or the Association of an alleged violation of this Agreement, specifying the part of the Agreement which is claimed to be violated and the specifics of such violation.

A "working day" shall be defined as Monday – Friday, except days when the District's central administrative offices are closed.

- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual written agreement. A supply of the grievance forms shall be on file with the designated administrator and the Association.
- C. Association grievances initiated at Level Two through mutual agreement of the Association President and the Superintendent will be reduced to writing and will be filed within ten (10) working days of the date the grievance occurs.

- D. LEVEL ONE

- 1. Within ten (10) working days of the date the grievance occurs, the grievant shall notify the immediate supervisor, in writing, of the section of the Agreement that is in issue and request an opportunity to confer as soon as possible.

Failure to process the grievance in a timely manner shall invalidate the grievance. The grievant shall discuss the grievance with the immediate supervisor individually or with an Association representative with the object of resolving the matter informally. Within five (5) working days after discussion of the grievance the supervisor (or designee) shall give his disposition orally to the grievant.

2. If the grievance is not resolved informally (as provided above), the grievant shall, within five (5) working days or receipt of the immediate supervisor's oral disposition, submit to the immediate supervisor a written "Statement of Grievance." The "Statement of Grievance" shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the grievant with respect to those provisions, shall indicate the relief requested and shall be signed by the grievant(s).

The immediate supervisor (or a designee) shall give the grievant an answer, in writing, no later than five (5) working days after receipt of the written grievance.

E. LEVEL TWO

1. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered in the time allowed, a written appeal of the grievance shall within ten (10) working days thereafter be transmitted by the grievant to the Superintendent.
2. Within ten (10) working days of receipt of such grievance, the Superintendent (or a designee) will meet with the grievant (and the Association, if the Association is not the grievant) to discuss the grievance. The Superintendent's written answer shall be given within ten (10) working days after the meeting.

F. LEVEL THREE

1. If the grievance has not been settled at Level Two, the Association may submit the matter to arbitration, provided such written submission is made and served upon the Board within ten (10) working days after receipt of the Level Two answer.

Following written notice of the Association's submission of a grievance to binding arbitration, the Association and a representative of the Board shall attempt to select an arbitrator.

If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the request for submission to arbitration, the Association shall file a demand for arbitration with the American Arbitration Association. This filing must be made with the American Arbitration Association within thirty (30) working days of the Association's original demand for arbitration.

In cases involving dismissal of a seniority employee, the Board and the Association may mutually agree to submit the dispute to non-binding mediation before the Michigan Employment Relations Commission or another mutually acceptable third party. This shall not alter the processing of the dispute to arbitration unless the parties mutually agree to an extension, in writing.

The American Arbitration Association's Voluntary Labor Arbitration shall govern the arbitration hearing unless otherwise specified in this Agreement.

The arbitrator shall have no power or authority to:

- a. Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. Hear any matter related to the dismissal or non-retention of a probationary employee.
 - c. Establish salary scales.
 - d. Rule on any matter involving employee evaluation, except claims of violation of process or procedure.
 - e. Award punitive damages.
 - f. Hear any matter that is pending or which may be brought before a state or federal agency.
 - g. Change any practice, policy, or rule of the Employer, nor substitute his/her judgment for that of the Employer.
 - h. Decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - i. Grant relief retroactive for not more than ten (10) working days before the date the grievance was filed.
- 3.
- a. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party at least ten (10) working days prior to the arbitration proceeding.
 - b. Both parties agree to be bound by the award of the arbitrator unless otherwise specified in this Agreement.
 - c. The fees and expenses of the arbitrator shall be borne equally by the parties.
 - d. The Employer and the Association may seek to vacate an arbitrator's decision if the Employer or the Association believes that the arbitrator has exceeded the jurisdiction conferred upon him/her under the terms of this Agreement, or that

his/her award fails to draw its essence from this Agreement, or that other grounds exist to vacate the award.

- e. In the event a discharge is grieved through the binding arbitration level, monetary compensation equal to lost back wages plus 100% of the arbitrator's award less any mitigated (other employment earnings) damages may be awarded by the arbitrator where justified by specific contract violations, but employment reinstatement with the district shall not be within the scope of the arbitrator's authority.
- G. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this Agreement.
- H. Any grievance occurring during the period between the termination of this Agreement and the effective date of a new Agreement shall only be processed through Level Two.
- I. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement, and provided a representative of the Association has been given opportunity to be present at such adjustment.
- J. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance.
- K. It is understood by the parties that no grievance shall be filed or based upon prior or previous agreement or upon an alleged grievance occurring prior to the effective date of the Agreement.
- L. No grievance shall be filed for or by any employee after the effective date of the person's resignation.
- M. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order of requirement, etc., pending the final decision of the grievance.

ARTICLE 7. CONDITIONS OF EMPLOYMENT

- A. All employees in the unit shall be probationary employees until they have completed ninety (90) work days of employment. The purpose of the probationary period is to provide the Board with an opportunity to determine whether employees have the ability and other attributes which will qualify them for regular employee status. During the probationary period employees may be terminated at the sole discretion of the Board.
- B. Seniority employees shall be evaluated by their immediate supervisor at least yearly. The evaluation shall include a conference with the employee. The employee shall receive a copy of the completed performance review no later than ten (10) working days after the conference.

In the event a seniority employee=s performance is found to be deficient in terms of one or more areas as specified in his/her job description, the employee shall be placed on a mandatory improvement plan, which shall include a reasonable time-line, a description of the specific improvements required, and a statement of the kinds of assistance to be provided in order to achieve those improvements. The parties acknowledge that not all conduct or performance problems can or should be addressed through an improvement plan. An improvement plan is not required in instances of employee misconduct which is addressed through disciplinary measures.

It is understood that failure on the part of a seniority employee to demonstrate significant improvement within the time-line may result in his/her termination or reassignment.

- C. Employees normally assigned to specific locations may expect to enjoy continuity in such assignments unless transfer in site is necessary. Normally, in such cases of involuntary transfers, the administration shall furnish in writing to the affected employee(s) and the Association President the reason for such transfers.

ARTICLE 8. FILLING OF VACANCIES

- A. Newly created positions and vacancies within the bargaining unit shall be announced through position vacancy notices posted in each building for six (6) working days. A working day shall be defined as Monday-Friday, except days when the District=s central administrative offices are closed.

All bargaining unit members having seniority in the classification where the vacancy exists who bid on the vacancy and who meet the minimum qualifications for the position, will be considered for the position. If the senior applicant from within the classification is equally or better qualified for the vacancy than other applicants, he/she shall be given preference over other applicants. In determining qualifications the Board will consider: (1) the applicant=s ability to perform job functions; (2) the applicant=s training and work experience; and (3) the applicant=s work record, including evaluations and disciplinary history.

In the event the senior bargaining unit member within the seniority classification in which the vacancy exists is denied the position, the reasons for denial shall be given in writing to said employee.

Comment [MSOffice1]:

- B. During periods when school is not in session, a copy of the posting will be sent to the Association President and designee.
- C. Within twenty-five (25) working days following the expiration of the posting, the Board shall fill the position. If there is a compelling reason which prevents the Board from filling the position within the required twenty-five (25) work day period, the Board or its representative will confer with the Association for the purpose of reaching mutual agreement with respect to extending the timeline for filling the position.

- D. An employee who is awarded a vacant position shall be given instruction and granted up to a twenty (20) work day trial period to determine:
 - 1. Desire to remain on the job.
 - 2. Ability to perform the job.

During the twenty (20) work day trial period the employee shall have the opportunity to revert to his/her former position. The Board shall have the right to return the employee to his/her former position if the employee is unsatisfactory in the new position. Notice and reasons shall be submitted in writing to the employee and Association President. The Board shall not be required to post the position from which the employee transferred until the trial period has expired.

- E. Whenever an employee is reassigned from one position to another by the employee's choice, the employee shall relinquish the right to apply for another position for a period of six (6) months.

ARTICLE 9. LAYOFF AND RECALL

- A. The word Layoff@ means a reduction in the work force. Layoffs shall be conducted in four (4) seniority classifications: (1) Secretarial, (2) Food Service, (3) Paraprofessionals, and (4) Custodial/Maintenance.
- B. In the event a layoff of employees becomes necessary, the following procedure shall be followed:
 - 1. Probationary employees in the affected seniority classification shall be laid off first, provided there are non-probationary employees in that seniority classification who are qualified to perform the work of the probationary employees to be laid off.
 - 2. Non-probationary employees in the affected seniority classification shall be laid off next in reverse order of seniority provided the more senior employees in that classification are qualified to do the work of the employees to be laid off.
- C. Employees scheduled to be laid off and the Association President shall be given ten (10) calendar days written advance notice of layoff.
- D. When the working force is increased after a layoff, employees shall be recalled according to seniority within classification and qualification. Notice of recall shall be sent to employees at their last known address by certified mail. The Board shall post a vacant position for bidding within a classification prior to issuing a notice of recall to a laid off employee in that classification.
- E. If employees fail to report for work within ten (10) working days from date of mailing of notice of recall, they shall be considered as a quit, thus terminating their employment.

If a recalled employee cannot report within the above period due to extenuating circumstances, he/she may request from the Superintendent an extension of the report date so long as the extension request is received by the Superintendent prior to the expiration of the initial ten (10) work day period.

- F. Employees are responsible for keeping the Board notified as to their current mailing address by written form to the Business Office.
- G. Employees on layoff shall retain their recall rights for a period of twenty-four (24) months or length of seniority in classification, whichever is shorter.
- H. **Seniority** shall mean the length of continuous service within the bargaining unit in one of the four (4) classifications identified in & A of this Article, from the last date of hire. Probationary employees shall have no seniority. A bargaining unit member on paid leave of absence continues to accrue seniority. A bargaining unit member on unpaid leave of absence does not accrue seniority (with the exception of military leaves), but retains seniority previously earned. A bargaining unit member on layoff status accrues seniority for the first twelve (12) months while on layoff and then retains seniority earned subject to the twenty-four (24) month recall period referred to in & G of this Article. A bargaining unit member who resigns or is otherwise separated permanently and returns to employment with the District does not retain previously accumulated seniority.
- I. The Board shall maintain an up-to-date seniority list for each of the above four (4) classifications. The list shall show the name, date of hire, job location and title, by seniority ranking, of each bargaining unit member. If two (2) or more employees were hired on the same day, their names shall appear on the seniority list as determined by the drawing of lots at a drawing at which they had the opportunity to be present. The seniority lists will be updated no later than May 1 of each year. If no objections to the accuracy of the list are received by June 1, it shall be regarded as conclusive.
- J. If an employee is transferred to a position under the Board not included in the bargaining unit and is later transferred back into the bargaining unit, the employee shall retain seniority as of the date of transfer to the position outside of the bargaining unit, but shall not accumulate any seniority for the time working in the position outside of the bargaining unit. Further, no member of the bargaining unit shall be laid off as a result of such transfer, and the accumulated seniority shall not be used to bid on another bargaining unit position for a period of one year.

ARTICLE 10. DISCIPLINE OF EMPLOYEES

- A. Except as provided in Article 7 & A of this Agreement with regard to probationary employees, no bargaining unit member shall be disciplined without just cause.

Discipline shall be defined as a reprimand, suspension without pay, or discharge.
- B. Discipline of seniority employees shall be conducted in accordance with the concept of progressive discipline.

The Board and the Association have identified below and in Appendix A of this Agreement a range of certain disciplinary infractions/offenses as well as the progression of discipline associated with those infractions/offenses. The listed infractions/offenses are not all-inclusive and do not preclude disciplinary action for other willful behaviors, performance deficiencies, and job-related misconduct.

- C. An employee, at his/her own request, shall be entitled to have present an Association Representative or an Association Officer when any discipline is being exercised. When a request for such representation is made, no action shall be taken with respect to that employee until such Association Representative is available within a reasonable time, not to exceed two (2) working days.
- D. Whenever disciplinary action is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the employee's personnel file, and copy thereof given to the employee. If the employee disagrees with the findings or decision, he/she may submit a statement to be filed with the supervisor's statement.
- E. The Board agrees that upon discharge or suspension of an employee, the employee and the Association president shall be notified in writing. Such written notice shall contain the specific reasons for the discharge or suspension. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Association Representative before leaving the building. The Board will make a meeting room available and the meeting shall not be longer than one-half (2) hour. Protests of discipline shall begin at Level Two of the grievance procedure.
- F. The Association agrees that the Board has just cause to discharge any employee who:
 - 1. Is convicted of any felony.
 - 2. Is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the employer.
 - 3. Is absent for three (3) consecutive days without notifying the employer. Exceptions shall be made in case of extenuating circumstances.
 - 4. Does not return from sick leave and leaves of absence. Exceptions shall be made in case of extenuating circumstances.
 - 5. Possesses intoxicants or controlled substances while on the job.
 - 6. Consumes or sells intoxicants or controlled substances on Board property.
 - 7. Steals Board property.
 - 8. Duplicates School District issued keys without authorization.

ARTICLE 11. HOURS OF WORK

- A. The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday.
- B. All employees scheduled to work seven (7) hours or more per day shall be provided a fifteen (15) minute relief period each morning and each afternoon. To the extent possible, without undue disruption of the school program, the period shall be scheduled in the middle of the morning work period and the middle of the afternoon work period. Relief periods shall not be scheduled immediately before or immediately after the lunch period, nor may they, if not used, accumulate to be used at a later time without the approval of the supervisor.
- C. Any employee scheduled to work four (4) consecutive hours shall be entitled to a fifteen (15) minute relief period.
- D. Custodial/maintenance personnel working the first shift will be allowed one (1) hour for lunch period without pay at or near the midpoint of their scheduled shift as designated by the employer. Employees who work the second and third shift will be granted a one-half (2) hour lunch period "on the premises" with pay at or near the midpoint of their scheduled shift as designated by the employer.
- E. Food service personnel shall have their work schedules established by the Food Service Director. For food service personnel working four hours or more per day, the schedule shall include a 15-minute lunch break with pay and lunch provided.
- F. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.
- G. Temporary employees may be used to fill a temporary vacancy created by the absence of a member of the regular work force on a day-to-day basis not to exceed ninety (90) work days. If the temporary status exceeds ninety (90) work days, it will be a proper subject for discussion between the Employer and the Association.
- H. When a new job is placed in the unit and cannot be properly placed in an existing classification, the employer will issue a job description and notify the Association of the rate structure. In the event the Association does not agree that the rate structure is proper, the Association may request to negotiate the rate structure.
- I. An employee who considers a working condition hazardous shall immediately report it IN WRITING to his/her supervisor. The supervisor will investigate the matter immediately and if the supervisor agrees that a hazardous condition exists, the area shall be sealed off and only those employees trained and/or equipped to eliminate the hazard shall be assigned in that area.

J. Within ten (10) working days after the first day of the school year, each employee shall be notified in writing of any changes in the following list of items not established as a condition of this contract:

- 1) His/her immediate supervisor
- 2) Duties and responsibilities
- 3) Daily working hours
- 4) Classification: Full-time, Part-time, Temporary, etc.
- 5) Rate of pay
- 6) Job qualifications (if necessary)

K. At the request of the Association, the Board shall provide the Association with copies of employee job descriptions. Job description(s) shall minimally contain a job title, education and physical requirements, and a general description of duties attributed to the position.

If an individual job description is subject to major change during the year, it shall be reviewed with the employee and the Association president prior to its implementation with a copy of same mailed to the Association Uniserv Director.

ARTICLE 12. OVERTIME

A. Time and one-half the employee's regular rate of pay shall be paid for hours worked in excess of forty (40) hours in any work week. All hours worked on Saturday shall be at time and one-half. All hours worked on Sunday shall be at a double time rate of pay. All holidays recognized in this Agreement shall be at a triple rate of pay. All overtime must have the prior approval of the employee's immediate supervisor.

B. Compensatory time [not to exceed eight overtime hours or twelve compensatory time hours] may be utilized in place of overtime pay with the prior approval of the immediate supervisor. Compensatory time for time worked beyond forty (40) hours in the normal work week shall be computed at time and one-half.

C. Food service personnel who are requested to work special events outside their normal working schedule shall be paid at time and one-half their regular hourly rate. Food service personnel requested to work on Sunday for community events using the District's food service operation will be paid at double their regular hourly rate.

D. Overtime hours shall be divided as equally as possible among employees within the same classification in a building. An up-to-date list showing overtime hours will be posted bi-weekly on the Association bulletin board at the campus site.

1. Whenever overtime is required, the person with the least number of overtime hours in the classification within that building will be called first and so on down the list in an attempt to equalize the overtime hours. Employees with regular split building assignments will be included within the overtime rotation in any building in which they are regularly assigned.

2. Employees in the same classification where the overtime opportunity exists but who are assigned outside the affected building will be allowed to perform overtime work only in the event, and after, each employee within that classification in the building where the overtime opportunity exists has been requested to perform such work.
 3. An employee who is unavailable or who declines to work overtime will be charged the actual number of overtime hours of the employee working the overtime.
 4. Employees returning to work after a layoff or other paid or unpaid leave shall be charged the number of hours as the lowest person on the list within their classification for overtime in the building.
 5. If no member of the unit in the affected classification accepts an available overtime assignment, the supervisor shall assign the work to the employee with the lowest seniority in the affected classification.
- E. An employee called in to perform emergency work shall be guaranteed two (2) hours pay at overtime rate.
- F. An employee who is temporarily assigned outside of his/her classification for more than five (5) consecutive days shall receive the rate of pay at their present step in the higher classification for all hours worked thereafter in that classification.

ARTICLE 13. LEAVES OF ABSENCE

- A. General Leave. A leave of absence without pay for a period not to exceed one (1) year may be granted to an employee with the approval of the Superintendent.
- B. Disability Leave.
1. Any leave of absence for disability shall be for the duration of the disability and shall extend no longer than twelve (12) weeks after the employee's exhaustion of sick leave.
 2. Upon returning from leave of absence for disability, the employee must provide a physician's certification that he/she is able to perform all essential duties of his/her position. The Board may choose, at its option and expense, to have the employee examined by the Board's physician prior to the employee's return to work.
- C. Adoptive Leave. Any employee may apply for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by the adoption agency, the employee desiring leave shall apply to the appropriate administrator for an adoptive leave which shall commence when the employee assumes custody of the child and may continue for up to twelve (12) months.

D. Association Leave.

1. The Association shall be granted up to five (5) paid released days per contract year for purposes of conducting Association business. Where a substitute is required to cover for an absent employee under this provision, the Association will reimburse the Board for the cost of the substitute.
2. Leave of absence for employees who have completed their probationary period may be granted for reasonable periods not to exceed two (2) years without pay for: (a) Serving in any elected position (public or Association); or (b) serving any appointed position with the local, state or national Association.

E. Military Service Leave. The reinstatement rights of any employee who enters the military service of the United States shall be determined in accordance with the provisions of the laws granting such reinstatement rights.

Employees who are in some branch of the Armed Forces Reserve or National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

F. Jury Duty. An employee who receives a jury duty interview and appearance notice must notify the Business Office with one (1) school day of such notice. If any employee is summoned and reports for jury duty, the employee shall be paid the difference between the amount received as a juror, excluding expenses, and the pay, provided the employee is available for work within the regular work schedule when not occupied for jury duty.

It is understood and agreed that an employee shall be required to report to work on any and all days when not sitting as a juror. To be eligible for jury duty pay differential, the employee must furnish the employer with a written statement from the appropriate public official listing the amount and dates the employee received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.

G. Appearance as a Witness. An employee who receives a subpoena to testify as a non-party witness in any judicial proceeding shall provide a copy of the subpoena to his/her immediate supervisor within one (1) school day of receiving the subpoena. The employee shall receive his/her regular salary for the time of the court appearance, to a maximum of one (1) day per fiscal year (July 1 - June 30). Any witness fee (not including mileage reimbursement) shall be returned to the employer. The employee shall return to work immediately after conclusion of his/her testimony, when excused by the court. Abuse of this leave shall subject the employee to loss of pay and disciplinary action.

H. Leave Administration.

1. Employees desiring a leave of absence must file a written request with the appropriate administrator at least thirty (30) days prior to the anticipated date of such leave. The

thirty (30) days advanced notice required above may be waived in order to address unexpected or unforeseen circumstances, so long as the employee provides notice of the need for leave as soon as is practicable.

2. An employee returning from a leave of absence must notify the appropriate administrator at least thirty (30) days prior to the expiration date of the leave or the date of return in order to permit planning, scheduling and placement. Failure to do so shall be considered as a voluntary quit. Exceptions shall be made for employees taking leave under FMLA when changed circumstances alter the length of the need for leave.

No employee returning from a leave of absence shall be guaranteed his/her former position (except where restoration to that position is required by law), but shall be assured a position commensurate with the employee's training, experience and seniority.

3. To the extent required by the Family and Medical Leave Act (FMLA), an eligible bargaining unit members shall be granted leave and the other rights specified by that law. When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the Board shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including Board and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. This provision does not confer upon bargaining unit members greater rights or benefits than those for which they may be eligible under the Family and Medical Leave Act, unless specifically otherwise enumerated in this Agreement.

ARTICLE 14. RETIREMENT

- A. Bargaining unit members who have completed at least fifteen (15) years of service with Marshall Public Schools and who retire under the provisions of the Michigan Public School Employees Retirement System shall be eligible to receive a lump sum payment equal to 50% of the employee's daily rate of pay for each sick day accrued at the time of retirement, to a maximum payment of \$3,500. Bargaining unit members who were eligible for a retirement payment exceeding a maximum of \$3,500 under the October 1, 1989 Letter of Agreement will continue to be eligible for the higher amount under this provision.
- B. Any employee who is dismissed for just cause which is sustained in accordance with Article 6 shall not be eligible for retirement pay under this Article.

ARTICLE 15. COMPENSABLE LEAVE

- A. All employees except those on unpaid leave of absence or layoff will be granted one (1) sick day per month during the months worked for the District. The unused portion of the yearly sick leave allowance shall accumulate up to a maximum of one hundred and sixty (160) days for all employee groups recognized in this Agreement. In order to receive the one day per month credit, an employee must work fifty (50) percent of his/her scheduled work days.

B. Sick Leave.

1. Personal illness: Bona fide physical or mental incapacity of the employee to report for and discharge duties to the extent of unused days credited.
2. Illness in the immediate family (present spouse, and/or children or parent) which requires the attention and care of the employee, with the approval of the supervisor. Up to two (2) days per fiscal year (July 1 - June 30) may be used, with supervisory approval, for serious illness of an employee's mother-in-law, father-in-law, or grandchild.

C. Medical verification of illness may be required where an alleged pattern of absences immediately before or following an employee's non-scheduled work day(s) exists or when an employee's attendance record shows excessive absences. In such cases, the employee shall be notified in writing of the need for such verification for future absences. The need for continued verification shall be reviewed every six months.

D. It is the responsibility of each employee to report unavailability for work prior to their normal starting time. Each employee shall at the time of reporting absence state the reason for absence, where the employee may be reached, and the anticipated length of absence.

E. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy shall forfeit all accumulations and any further right under said policy unless or until reinstated in good standing by the Board on recommendation of the Superintendent.

F. Attendance Incentive.

A non-probationary employee who works fifteen (15) consecutive weeks without absence of any nature excluding personal day, vacation time, funeral leave or one (1) day of Association business shall be granted one day of regular pay. By mutual agreement between the employee and his/her immediate supervisor, the earned incentive may instead be taken as a paid day off during times when students are not in session and where a substitute will not be needed to cover the employee's absence. An employee must have a minimum of six (6) months' seniority to qualify for this benefit. A maximum of three (3) days' pay per year shall be granted.

G. In cases of physical disability to work resulting from compensable accidental injuries while on the job, the Employer will augment the payment the employee receives through Worker's Compensation in the following manner:

Employees who are injured while on duty, resulting in loss of time, shall be paid their full day's pay at their regular rate for the day on which the injury occurred. Employees shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and their regular salary for the first ten (10) consecutive calendar days following the date of injury.

Beyond the tenth day, and through the first year, employees shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and their regular weekly income to the extent and until such time as such employee shall have used up any accumulated sick leave. Sick leave shall be charged on a pro-rata basis computed on the relationship of the differential pay to their regular weekly pay.

H. Personal Business Leave

Year round employees shall be granted three (3) personal business leave days or six (6) half days per year and school year employees shall receive two (2) personal business leave days per year or four (4) half days.

This leave shall be with full compensation but shall not be granted on any day which is immediately prior to or immediately following a holiday or holiday related day, unpaid leave, and/or recess period, and shall not be used as vacation. An employee shall give the supervisor at least forty-eight (48) hours notice of absence except in the case of emergency as determined by the supervisor.

For each personal business day not used, at the end of the applicable 12-month period, (July 1 through June 30 of each year) employees shall receive an incentive bonus sixty dollars (\$60.00) per day (\$180.00 maximum for year-round employees; \$120.00 maximum for school-year employees). This payment is based upon an eight (8) hour work day and will be pro-rated for employees working fewer hours. Alternatively, the employee may choose (in writing) to have the unused personal business leave added to his/her sick leave accumulation as specified in Section A of this Article.

The following is intended to be a guideline for employee reference as to what constitutes vacation:

1. Recreational and leisurely activity, such as camping, hunting, fishing, golfing, entertainment, or vocational activities.
2. Travel undertaken for other than personal business purposes.
3. A period of rest or relaxation which is undertaken for a purpose other than a medical necessity as prescribed by a physician.

I. Funeral Leave

1. A funeral leave shall be granted with pay for a period of not to exceed three (3) days to attend each funeral of an employee's immediate family to include the present spouse, children or grandchildren, mother, father, grandparents, brother, sister, mother-in-law, father-in-law, sister-in-law or brother-in-law. Any additional days required shall be deducted from the employee's accumulated sick leave.
2. An employee shall be granted one (1) day to attend the funeral of persons whose relationship to the employee so warrants. Such day will be deducted from the employee's accumulated sick leave.
3. An employee requesting time off from his regular work shall be granted a period of not to exceed one (1) work day with pay for the purpose of acting as a pallbearer for a deceased employee. An employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Association president or his/her representative shall be allowed one (1) funeral leave day in the event of a death of a member of the Association who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE 16. HOLIDAYS

- A. The following days shall be recognized and observed as paid holidays.

	<u>2005-2006</u>
Labor Day	9/5/05
Thanksgiving Day	11/24/05
Christmas Day	12/25/05
New Years Day	1/1/06
Memorial Day	5/29/06
Independence Day	7/4/06

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

- B. In addition, the following holiday-related time off with pay will be granted.

	<u>2005-2006</u>
Day after Thanksgiving	11/25/05
Christmas Eve Day	12/24/05
New Years Eve Day	12/31/05
Good Friday	4/14/06

If worked, payment at the rate of time and one-half will be granted.

- C. Eligible employees shall be paid a sum computed by multiplying their current hourly rate of pay by the number of hours in their regular work day.

D. Eligibility Requirements.

1. The employees must work the full period of their last scheduled work day prior to and their next scheduled work day following the holiday unless excused by the supervisor.
2. Employees must be scheduled to work the week of July 4th to be eligible for Independence Day holiday pay.

ARTICLE 17. LONGEVITY

A. Longevity payments shall be calculated on gross base pay according to the following schedule:

- | | | |
|-----|---------------------------|------|
| (a) | After completing 4 years | - 2% |
| (b) | After completing 9 years | - 3% |
| (c) | After completing 12 years | - 4% |
| (d) | After completing 15 years | - 5% |
| (e) | After completing 25 years | - 6% |

B. The longevity to which an individual is entitled shall be determined by the number of years the employee has completed by November 1 of each year. In the 2005-2006 contract year, Paraprofessionals and Food Service Employees will receive a prorated payment based on the portion of the year since their last anniversary date. This is necessary due to the transition in the date for longevity payments for those classifications, which change became effective July 1, 2005.

Examples: Employee's anniversary date is September 1 and she has completed seven years of service as of November 1, 2005. Employee will receive 2% of her gross salary from September 1, 2004 to November 1, 2005 as her longevity payment for the 2005-2006 contract year.

Employee's anniversary date is January 1 and he has completed 12 years of service as of November 1, 2005. Employee will receive 4% of his gross salary from January 1, 2005 to November 1, 2005 as his longevity payment for the 2005-2006 contract year.

C. Payments shall be paid in a lump sum on or before the first day of December. Longevity will be prorated only in cases of retirement or death.

ARTICLE 18. VACATIONS

Vacations for all employees shall be in accordance with the contract provisions under which they were covered in the 1987-88 school year and are as follows.

A. Secretaries.

1. Secretaries who are employed for fifty-two (52) weeks shall have earned vacation as follows:

After 1-5 years	10 days	if completing a full year (days will be prorated if not completing a full year)
After 6-10 years	15 days	if completing a full year (days will be prorated if not completing a full year)
After 11 years	20 days	if completing a full year (days will be prorated if not completing a full year)

- All secretaries scheduled to work less than 52 weeks shall receive vacation based upon the following formula:

$$\frac{\text{Number of weeks worked}}{52} \times \text{days earned for years of service, i.e., 10, 15, 20}$$

- A vacation day will be paid based upon the regular scheduled hours per day of the secretary. For example, if a secretary's normal day is six (6) hours of employment, the earned vacation day will be six (6) hours.
- Vacation days shall be taken during winter and spring breaks and/or non-scheduled work days in the summer unless authorized by his/her immediate supervisor.

B. Food Service Employees and Paraprofessionals.

- Food service employees and paraprofessionals working six hours or more per day, shall earn 2 day paid vacation for each full month worked during the regular school year.
- For the purpose of calculating earned vacation leave, a full month shall be defined as any month in which an employee is scheduled to work ten (10) or more days, provided, however, scheduled work days in August and June of any school year shall be totaled to meet the ten-day requirement.
- Earned vacation days can only be claimed on non-attendance days and with prior approval of the employee's supervisor. Earned vacation days shall not accumulate from year to year and must be claimed prior to June 30 of each year.
- For those employees who average less than six hour per day, vacation time shall be earned at one half (2) day per month, to be paid at his/her average daily rate after completing one (1) year of service to Marshall Public Schools.

C. Custodial/Maintenance Employees.

1. Custodial/maintenance employees who have completed one (1) or more years of continuous employment with the District since their last hiring date shall earn vacation with pay as follows:

After 1 year	5 working days	if completing a full year (days will be prorated if not completing a full year)
After 2 years	10 working days	if completing a full year (days will be prorated if not completing a full year)
After 3-9 years	15 working days	if completing a full year (days will be prorated if not completing a full year)
After 10 years	20 working days	if completing a full year (days will be prorated if not completing a full year)

One week of vacation pay shall equal forty (40) hours at the employee's regular straight time earnings as of the anniversary date on which he qualified for vacation, two (2) weeks, eighty (80) hours, and three (3) weeks, one hundred twenty (120) hours, four (4) weeks, one hundred sixty (160) hours, providing the employee is a full-time employee. Vacations will be prorated for part-time employees. Vacations will be prorated on actual straight time worked.

2. Employees working less than twelve (12) months per year shall receive pay in lieu of vacation on the last pay date in November of each year.
3. Vacations will be granted at such times during the year as are suitable considering both the wishes of employees and efficiency of the operation of the department concerned.

D. General Conditions

1. Vacation time can only be utilized up to the amount accrued and in no less than half (2) day increments.
2. Vacations must be taken or forfeited prior to the next anniversary day and may not be accumulated from year to year.
3. Other than as noted in Section C.2. above, vacation time may not be waived by an employee for additional pay.

4. Employees shall receive their vacation checks before going on vacation if they request the advance in writing at least thirty (30) days prior to the start of their vacation. The written request must indicate the starting date and ending date of their vacation.

ARTICLE 19. INSURANCE

A. **Secretarial, Maintenance and Custodial Personnel.** As described in the Marshall Public Schools Support Personnel Cafeteria Benefits, Medical Expense Reimbursement, and Dependent Care Assistance Plans (Appendix A). The Board shall provide for all secretarial, custodial, and maintenance personnel regularly working at least seven (7) hours daily the following MESSA-Pak for a full twelve month period for each employee and his/her dependents. The twelve (12) month period shall begin on October 1 each year. Further, the cafeteria benefits, medical expense, and dependent care assistance plans shall comply with the current IRS code.

1. **MESSA - PAK Plan A** (note: coverages and employer/employee premium contributions under the 2003-2005 Agreement will remain in effect through January 31, 2006) MESSA Choices II (\$10/\$20 prescription co-pay effective 2-1-06).

-Delta Dental 50/50s/50: \$1,000 annual maximum, including internal and external coordination of benefits; 50: \$1,300 lifetime maximum ortho; no adult ortho.

-Vision Service Plan 2

-Negotiated Life insurance in the amount of \$5,000 w/AD&D and waiver of premiums.

The Board's health plan premium contribution for the coverage in paragraph A(1) shall be \$985.41 per month. This contribution shall be increased to \$1,000 per month effective January 1, 2006. Employee premium contribution amounts in excess of the Board's premium contribution shall be payroll deducted.

2. **MESSA-PAK Plan B** for those not electing health insurance:

-Delta Dental 50/50s/50: \$1,000 annual maximum, including internal and external coordination of benefits; 50: \$1,300 lifetime maximum ortho; no adult ortho

-Vision Service Plan 2

-Negotiated Life insurance in the amount of \$5,000 w/AD&D and waiver of premiums.

\$450 per month toward MESSA/MEA FS non-taxable options or receive an equivalent amount of cash. The employee is responsible for both the employee's and employer's FICA costs, as well as any other applicable payroll taxes or retirement costs. The Board will provide a Section 125 Plan under which these employees will make such election.

3. For those employees working less than seven (7) hours daily, the Board shall provide on a pro-rata basis MESSA - PAK Plan A or the MESSA-Pak Plan B as defined in Sections 1 and 2. The employee is responsible for all additional premium amounts, which shall be payroll deducted.

- B. **Food Service and Paraprofessional Personnel**: The Board shall provide for food service and paraprofessional employees working at least six (6) hours per day, life insurance in the amount of \$10,000 with AD&D. Further, the Board shall provide food service and paraprofessional employees with a monthly cash stipend, as identified below.
1. Food Service and Paraprofessional employees working six (6) or more hours per day shall receive \$75.00 per month, less employee FICA.
 2. Food Service and Paraprofessional employees working at least five (5) hours per day will receive \$65.00 per month, less employee FICA.
 3. Food Service and Paraprofessional employees working at least three (3) but less than five (5) hours per day will receive \$60.00 per month, less employee FICA.
 4. Food Service and Paraprofessional employees working less than three (3) hours per day will receive \$25.00 per month, less employee FICA.
- C. Payroll deductions shall be made for either MEA Tax Sheltered Annuity Plans or other plans approved by the Board.
- D. An employee on an unpaid leave of absence (except FMLA leaves) shall have Board premium payments terminated the first day premium are due following the effective date of the leave. Employees on FMLA leave will have Board premium payments terminated when they are no longer eligible for FMLA leave. Employees wishing to continue their insurance coverage may do so at their own expense to the extent permitted by the carrier.
- E. It is agreed that the parties may, by written mutual agreement, substitute alternate insurance plans or carriers which the parties agree provide superior benefit levels within present premiums or equal insurance at lower premium levels than the plans and carriers named in this Article, provided, however, that any arrangements that the parties may enter into regarding insurance programs shall be in full compliance with the rules of carriers involved.
- F. Changes in family status shall be reported by the employee to the business office within thirty (30) days of such changes. The employee shall be responsible for any overpayment of insurance premiums made by the Board on his/her behalf for failure to comply with this paragraph.

ARTICLE 20. WAGE SCALE

A. Secretaries

	<u>2005-06 (2% improvement)</u>
90 Day probation	\$11.53
Step 1	\$12.19
Step 2	\$12.91
Step 3	\$13.57
Step 4	\$14.30

Step increase pay will become effective on the employee's anniversary date.

B. Food Service Personnel.

		<u>2005-06 (2% improvement)</u>
Head Cook/Baker	Step 1 - Probationary (90 days)	\$8.70
	Step 2 - 1 st year	\$9.03
	Step 3 - 2 nd year	\$9.66
	Step 4 - 3 rd year	\$10.51
Cashier/General	Step 1 - Probationary (90 days)	\$8.03
	Step 2 - 1 st year	\$8.38
	Step 3 - 2 nd year	\$8.74
	Step 4 - 3 rd year	\$9.22
Head Cashier/Secretary	Step 1 - Probationary (90 days)	\$8.96
	Step 2 - 1 st year	\$9.48
	Step 3 - 2 nd year	\$9.91
	Step 4 - 3 rd year	\$10.76
Elementary Line Cook	Step 1 - Probationary (90 days)	\$8.14
	Step 2 - 1 st year	\$8.63
	Step 3 - 2 nd year	\$8.97
	Step 4 - 3 rd year	\$9.49

Step increase pay will become effective on the employee's anniversary date.

C. Paraprofessionals

	<u>2005-06 (2% improvement)</u>
90 Day probation	\$8.13
Step 1	\$8.66
Step 2	\$9.02
Step 3	\$9.48

Step 4 \$9.96

- D. The standard practice shall be to place new secretarial, paraprofessional and food service personnel at Step 1 of the Salary Schedule. Departure from that practice shall be only in those occasional extraordinary situations in which the best interests of the District would be served by employing a person with rare qualifications who could not be attracted by the salary at Step 1.

In such cases, the Board may place the new employee on that step of the salary schedule mutually agreed upon by the employee and the District under the following conditions:

1. New employees shall not be placed at or above either of the top two steps of the salary schedule for their job classification.
2. Credit for placement on the salary schedule shall not exceed actual work experience in a position generally similar in title, qualifications, and duties.
3. The Board shall advise the Association in writing of its action including the specific reasons necessitating the action and the salary step on which the new employee is being placed.

E. Custodial/Maintenance Personnel.

		<u>2005-2006</u> (2% improvement)
Maintenance	90-day probation	\$11.03
	Step 1	\$11.55
	Step 2	\$12.06
	Step 3	\$12.34
	Step 4	\$13.19
Grounds & Custodial (also includes Food Service Custodian/ Driver)*	90-day probation	\$9.99
	Step 1	\$10.52
	Step 2	\$10.92
	Step 3	\$11.43
	Step 4	\$11.96
Laundry	90-day probation	\$8.89
	Step 1	\$9.34
	Step 2	\$9.89
	Step 3	\$10.44
	Step 4	\$11.00

*effective upon the ratification of the 2005-2006 Agreement, the Food Service Custodian/Driver shall be included in the Grounds and Custodial classification

ARTICLE 21. CONTINUITY OF OPERATIONS

- A. For the term of this Agreement, the Association agrees that it will neither instigate, call, maintain, condone, or support, in any manner, a strike, slowdown, or other stoppage of work.
- B. In the event of any action in violation of the foregoing, the Association and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:
 - 1. Promptly, no later than within twenty-four (24) hours, issue to the Board a signed statement to the effect that the work interruption is unauthorized by the Association.
 - 2. Within twenty-four (24) hours instruct all of the members identified by the Board as guilty of such violation to return to work at once, and all of its members to continue to work; and to confirm all such instructions by letter or bulletin within forty-eight (48) hours.
 - 3. Refrain from giving any aid, encouragement, or support of any sort whatever to members who are violating the provision of this Article.
- C. The Association will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his/her duties, or who refuses to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available at law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article.

ARTICLE 22. RIGHTS OF THE EMPLOYER

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking or action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control in business, its equipment, and its operations and to direct the working forces and affairs of the Board.

2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, including transfer between divisions if employee is qualified, assign work or duties to employees, determine the size of the work force and to lay off all employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation and the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.
10. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
11. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.
12. The Board shall determine all methods and means to carry on the operation of the Schools.
13. To exercise management and administrative control of the school system, and its properties and facilities.

14. To hire all employees, to determine their qualifications, and conditions for their continued employment, or their dismissal, or demotion; and promote and transfer all such employees.
 15. To establish hiring procedures and qualifications.
 16. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the work day.
 17. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
 18. The Board shall continue the right to determine and redetermine job content.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Law of the State of Michigan, and the Law of the United States.
- D. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE 23. CONFORMITY TO LAW

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

ARTICLE 24. MISCELLANEOUS PROVISIONS

- A. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiations. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.
- B. The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer.
- C. Any employee desiring to resign shall file a letter of resignation with the Personnel Office at least ten (10) working days prior to the effective date of resignation to be eligible to receive accumulated vacation.

- D. In cases where pupil instruction is not provided due to inclement weather, Acts of God, or other unusual conditions, the Superintendent (or his/her designee) will determine if a shift, employee classification, or any combination thereof are to report for work.

If an employee who is scheduled to work on a twelve month basis is notified not to report for work in the above circumstances, he/she will receive his/her regular compensation for the time missed, based upon his/her regularly scheduled hours. If an employee who is scheduled to work on less than a twelve month basis is notified not to report to work in the above circumstances, he/she will receive his/her regular compensation for the time missed, based upon his/her regularly scheduled hours, on the condition that the Board receives no reduction in its appropriations under the State School Aid Act due to the cancelled days/hours of student instruction.

If an employee is required to report to work during a school cancellation when his/her shift and employee classification are otherwise not required to report, that employee will be compensated at time and one-half their regular hourly rate for the hours worked.

In the event that an employee is required to report to work when school is closed due to the above conditions but is prevented from doing so due to road conditions that would be regarded as unsafe by an objective and reasonable person, the employee shall immediately contact his/her immediate supervisor to explain the circumstances underlying his/her inability to report. If excused, the employee will not be paid for the day, but will be permitted to use either accrued personal business leave or vacation time for the day in question.

E. Accrual and/or Retention of Benefits During Absences

1. An employee on compensable leave or paid holiday retains and continues to accrue seniority, longevity, and eligibility for all benefits, including vacation and leaves. If a holiday occurs while an employee is on vacation or other compensable leave, that day shall be taken as a holiday and not charged against the employee's vacation or leave time.
2. An employee on unpaid leave retains seniority and longevity previously earned.
3. An employee on layoff retains and continues to accrue seniority during the first year of layoff, then retains all seniority earned, along with all longevity and credit toward other benefits earned prior to layoff.
4. A person who returns to work in the District after having resigned or having been discharged shall be regarded as a new employee for purposes of computing seniority, longevity, and eligibility for all benefits.

ARTICLE 25. DURATION OF AGREEMENT

This Agreement shall become effective upon ratification by the Board and the Association and shall remain in full force and effect through the 30th day of June, 2006.

**MARSHALL PUBLIC SCHOOLS
SUPPORT PERSONNEL ASSOCIATION**

**BOARD OF EDUCATION
MARSHALL PUBLIC SCHOOLS**

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

APPENDIX A

MARSHALL PUBLIC SCHOOLS CLASSIFIED EMPLOYEE CONDUCT RULES AND REGULATIONS (STANDARDS OF CONDUCT)

Marshall Public Schools reaffirms and establishes the following employee conduct rules. The offenses/infractions described below are not to be interpreted as all-inclusive and do not preclude disciplinary action for other conduct violations.

The Board of Education believes that the great majority of its employees will abide by these rules and all other proper standards of conduct. Accordingly, this Appendix is designed to work in tandem with the provisions delineated in Article 10 of this Agreement. An employee who fails to maintain proper standards of conduct at all times, or who violates any of the following rules, shall subject himself or herself to the disciplinary action below:

1. Category A. Offenses.

The following violations shall be causes for disciplinary action up to and including immediate discharge and referral for prosecution when appropriate. Where an employee is suspended, but is not discharged, for a Category A offense which occurs after July 1, 2005, that violation shall be regarded as the Second Violation for purposes of applying the progressive discipline sequence set forth in Category B, below.

- A. Theft of private or public property, including property of fellow employees.
- B. Removing school property, records, or other materials from the schools without proper authorization.
- C. Falsification of records or reports, including personnel, absence, sickness, and work records.
- D. Deliberate destruction or abuse of school property, tools, or equipment.
- E. Possession, distribution, or use of intoxicants, or controlled substances while on school property, at a school activity, or performing a school function.
- F. Causing, leading, or engaging in a strike, walkout, or other work stoppage, slow down, or interference with work.
- G. Bringing firearms or weapons of any kind onto school property, or carrying same on school property.
- H. Insubordination, including use of profane or threatening language, to a school official or other supervisor.
- I. Gambling, lottery, or any other game of chance on school property during working hours.
- J. Smoking or striking matches in restricted areas.
- K. Fighting on school property or threats of physical violence to others.
- L. Conviction of any felony or circuit court misdemeanor.
- M. Conviction of any misdemeanor involving moral turpitude, conversion, or embezzlement.
- N. Conviction of any job related major traffic violation such as reckless driving, operating a vehicle while under the influence of liquor, or operation a vehicle while ability impaired.
- O. Violation of any safety rules or safety practices or engaging in any conduct which tends to create a safety hazard, including failure to use or wear safety equipment furnished by the school.

2. **Category B Offenses.**

The following violations shall be causes for disciplinary action, as follows:

First violation	Written reprimand
Second violation	Two (2) day disciplinary suspension, without pay
Third violation	Ten (10) day disciplinary suspension, without pay
Fourth violation	Discharge

A Category A offense which occurs after July 1, 2005 and which resulted in suspension rather than discharge shall be regarded as a Second Violation for purposes of subsequent discipline for a Category B offense.

- A. Unexcused absence or tardiness.
- B. Excessive absenteeism or tardiness.
- C. Failure to be at workstation, ready to work at starting time.
- D. Horseplay, scuffling, running (except in emergencies), throwing objects, or interfering with other employees on the job.
- E. Threatening, intimidating, coercing, or interfering with the work of other employees.
- F. Vending, soliciting, collecting of funds or distribution of literature in working areas during employee's on-duty time.
- G. Defacing bulletin boards and notices or unauthorized posting or removal of notices.
- H. Visiting, loitering, or wasting time.
- I. Punching another employee's time card.
- J. Failure to report injuries or accidents to the employee's immediate supervisor.
- K. Violation of common sense health and sanitation rules, including maintenance of personal hygiene.
- L. Leaving work areas, department, or school during working hours without permission.
- M. Stopping work before break time, lunchtime, wash up time, or quitting time.
- N. Failure of employee waiting for shift change to remain in school designated area until to go to work.
- O. Discourtesy to other employees, supervisor, or visitors to the school.
- P. Littering or poor housekeeping.
- Q. Failing to "punch in" or "punch out" whenever reporting for work and leaving the school or failing to punch out promptly upon completion of overtime.
- R. Failure to maintain required standards of satisfactory work.

Any four violations of Category B offenses or combination of violations, even though they take place during one given incident, shall count as separate violations in the due process procedures outlined.

With thirty (30) days written notice to the Association, additional rules may be established.

LETTER OF AGREEMENT

**Retirement Pay for Service Employees
10/01/89**

Sec. 1 10 Yrs + as of 6/30/85 to \$4000 maximum

	<u>Name</u>	Seniority <u>Date</u>	<u>Accrued as of 10/01/89</u>
1.	Sanchez	3/73	$(69.5 \times \$50.32) + (4 \times 250)$ = \$4000.00 max.

Sec. 2 All others as of 6/30/85 - \$250/year to \$3500 maximum

	<u>Name</u>	Seniority <u>Date</u>	<u>Accrued as of 10/01/89</u>
1.	Negus	4/30/76	13 x \$250 = \$3250.00
2.	Barlow	2/22/77	12 x \$250 = \$3000.00
3.	Henker	8/29/77	12 x \$250 = \$3000.00
4.	Coats	5/22/78	11 x \$250 = \$2750.00