

WHITEFISH TOWNSHIP SCHOOLS
EDUCATIONAL SUPPORT PERSONNEL

CONTRACT

July 1, 2012 – June 30, 2013

ARTICLE I. AGREEMENT

This Agreement is entered into effective July 1, 2009 by and between the Whitefish Township Community Schools Board of Education, hereinafter called the Employer and the Whitefish Education Support Personnel Association, Michigan Education Support Personnel Association, National Education Association (WESPA/MESPA/NEA), hereinafter called the Association.

Section 1. Legal Matters: The Employer and the Association both agree to follow all State and Federal laws with specific attention being given to the Michigan School Code and Regulations promulgated by the Michigan State Board of Education to help insure that the school is run in a safe, legal manner, and those laws governing Employer, Employee relationships.

Section 2. Separability

If any provision of this agreement or any application of this agreement, to any bargaining unit member or employee or group of bargaining unit members or employees is held to be 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 or applications shall continue in full force and effect.

It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Employer and Association will commence negotiations to reach a new agreement concerning the subject matter of the Provision determined to be illegal, unless the provision has been legislatively determined to be a prohibited subject of bargaining. If the Parties do not reach and ratify an amendment to the agreement within sixty (60) days, the matter may be referred to binding interest arbitration by either party. The rules of appointment and procedure of the American Arbitration Association will be followed in such arbitration.

ARTICLE II. RECOGNITION

The Employer hereby recognizes the Association as the sole and exclusive bargaining representative for all full-time and regular part-time secretaries, custodians, maintenance personnel, food service personnel, paraprofessional, and bus drivers, but excluding the administration and confidential secretary.

A "Temporary Employee" shall mean an employee whose employment is limited in duration to less than sixty (60) calendar days, except when replacing regular staff members who are absent due to illness or leave of absence, and is established for (1) a specific project, or (2) augmenting the regular staff to meet the requirements of the District that may be occasioned by vacations, resignation, dismissal, increased work loads, or any other conditions that may create short-term staffing shortages.

ARTICLE III. PROFESSIONAL NEGOTIATIONS

Section I. Successor Agreements: Not later than four months prior to the expiration of this agreement, the Employer agrees to negotiate with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning salaries and all other conditions to their employment. Such negotiations will include but not be limited to, the subjects covered by this agreement, unless any provisions of the agreement have been legislatively determined to be prohibited subjects of bargaining in the time since the agreement took effect; these provisions will not be negotiated. Negotiations may also include and any other matters mutually agreed to be negotiable by the Parties. Any agreement so negotiated will apply to all and will be reduced to writing and signed by the Employer and the Association.

During negotiations, the Employer and the Association will present relevant data, exchange points of view and make proposals and counter proposals. At the request of the Association, as of the time such information is made available to the Employer, the Employer will provide the Association with documents relating to budgetary proposals, requirements and allocations which are presented to any regular meeting of the full Board or to any other governmental body. Upon written request the Employer will make available to the Association for inspection, any specific records pertaining to the Whitefish Township Community Schools.. Such records will be made available at the offices of the Employer. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

If the negotiations described in this Section 1 have reached an impasse, the Procedure described in Act 379 of the Michigan Public Act of 1965 will be followed.

Section 2. Understanding: This agreement incorporates the entire understanding of the Parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither Party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

Section 3. Action: Despite reference herein to the Employer and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.

Section 4. Modification: This Agreement may not be modified in whole or in part by the Parties except by an instrument in writing duly executed by both Parties.

Section 5. Negotiations: The Employer agrees not to negotiate at any time with any organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965. The Employer agrees not to negotiate with any organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement.

ARTICLE IV. BARGAINING UNIT MEMBER EVALUATIONS

Section 1. Observation: All monitoring or observation of the work of each bargaining unit member shall be conducted in person or any written evaluation based on written hearsay shall be so noted. Verbal hearsay shall not be included in any written evaluation. No eavesdropping equipment shall be used for observation.

Section 2. Observation times: Observations shall accurately sample the bargaining unit member's work. In order for accurate observations to be made, an observation may be made at any time during the support staff worker's normal working day and under normal operating conditions. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the criteria upon which he/she will be evaluated. The Association shall be notified by the Employer of any changes in the employees job description or criteria for evaluation. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Written evaluations shall be made by the bargaining unit member's immediate administrative supervisor.

Section 3. Evaluations, written: All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the content of the evaluation. All written evaluations are to be placed in the bargaining unit member's personnel file.

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

Section 4. In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons therefore in writing.

Section 5. Each bargaining unit member's evaluation shall include at the conclusion of the report, the statement: Considering all factors, the work performance of this bargaining unit member is satisfactory, unsatisfactory, needs improvement (check one).

Section 6. Support staff employees will be evaluated a minimum of once a year.

ARTICLE V. BARGAINING UNIT MEMBER RIGHTS

Section 1. Bargaining Unit Member Rights: Nothing contained within this Agreement shall be construed to deny any bargaining unit members rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.

Section 2. Discipline: No bargaining unit member shall be disciplined without just cause. The term `discipline' as used in this Agreement includes, but not limited to, warnings, reprimands, suspensions with or without pay, reductions in compensation or occupational advantage, discharge. Any such discipline shall be subject to the grievance procedure.

Section 3. Personnel files: A bargaining unit member will have the right to review the contents of the bargaining unit member's Personnel file and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit member's file shall be limited to the bargaining unit member's immediate supervisor and the administration. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for the review.

Section 4. Personnel file additions: No material originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Section 5. Assault: Any case of work related assault upon a bargaining unit member shall be promptly reported to the Employer and/or designee. The Employer and/or designee shall promptly render all reasonable assistance to the bargaining unit member, when possible, to prevent injury.

Section 6. Probationary Period: Every newly hired support staff member shall be placed on a probationary period of a minimum of 90 working days. There shall be a written evaluation each 30 days of this period. Progress, or lack of progress, will be discussed with the employee during the probationary period. The evaluation will be presented to the Employer at the end of the probationary period with a recommendation for continuation of employment or dismissal. During this 90-day period the new employee will have a medical physical examination to prove ability to fulfill the job description. The physician will be selected by the employee and paid by the school district for said examination. The Board's decision for employment/dismissal shall be final and not subject to the grievance procedure.

ARTICLE VI. ASSOCIATION RIGHTS

Section 1: Information

One bulletin board will be established in a mutually agreeable location to be used by the Association to post Association materials.

The Employer agrees to furnish to the Association, in response to reasonable requests, all available information concerning its financial resources and expenditures to assist the Association in developing intelligent, accurate, informed and constructive programs or proposals on behalf of bargaining unit members. The Employer also agrees to furnish to the Association any materials relevant to the processing of a grievance or complaint.

After the close of school and prior to 6:00 p.m., the Association will have the right to use the school building without cost at reasonable times, on school days for meetings. The superintendent of the building in question will be notified in advance of the time and place of all such meetings. All requests for the building use after 6:00 p.m., or on non-school days will conform to board policy. It is understood that the only cost to the Association will be any additional service costs necessitated by such meetings.

The Association shall have three (3) days (or twenty-four (24) hours) annually of Association leave time at the Employer's expense. The Association shall access this time by written notice to the Employer by the Association President. The Association shall have an additional seven (7) days which if used the Association shall reimburse the employer for the cost of a substitute if one is required.

Section 3. Distribution of Agreement: The Employer will give sufficient copies of said agreement to the Association for distribution to each bargaining unit.

ARTICLE VII. GRIEVANCE PROCEDURE

Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievance which may from time to time arise. Both parties agree that those proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein will be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted consistent with the terms of this agreement and that the Association has been given opportunity to be present at such adjustment.

Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time 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 agreement. In the event a grievance is filed on or after June 1, the time limits set forth herein may be reduced so that the grievance

procedure may be exhausted prior to the beginning of the school term or as soon thereafter as is practicable.

Level One: Within five work (5) days, an employee with a grievance will first discuss it with his/her immediate supervisor, either directly or through the Association's school representative, with the objective of resolving the matter informally.

Level Two: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) work days after presentation of the grievance she/he may file the grievance in writing with the chairman of the Association or WESPA designee within five (5) work days after the decision at Level One or fifteen (15) work days after the grievance was presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the chairman or WESPA designee will refer it to the Superintendent of Schools.

The Superintendent or his/her designee will represent the administration at this level of the grievance procedure. Within ten (10) work days after receipt of written grievance, the Superintendent or his/her designee will meet with the aggrieved person in an effort to resolve it.

If the employee does not file a grievance in writing with the Chairman and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the employee knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived.

Level Three. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) work days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Chairman or WESPA designee within five (5) work days after he has first met with the Superintendent, whichever is sooner. Within five (5) work days after receiving the written grievance, the Chairman or WESPA designee will refer it to the Employer. Within ten (10) work days after receiving the written grievance, the Employer will meet with the aggrieved person for the purpose of resolving the grievance.

Level Four. If the Association or the Employer is not satisfied with the disposition of the grievance or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) work days of the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both Parties agree to be bound by the award of the arbitration and agree that judgment thereon may be entered in any court of competent jurisdiction.

The cost of any arbitrator under this article shall be paid equally by the Association and the Employer. All other costs involved shall be paid by the party incurring such costs.

No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except he/she may not be represented by a representative or by an officer of any competing organization, other than the Association. When an employee is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

Miscellaneous.

- A. If in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.
- B. Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Chairman.
- C. All documents, communications and records, dealing with the processing of a grievance, will be filed separately from the personnel files of the participants.
- D. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance.
- E. The sole remedy available to any employee for any alleged breach of this agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which he/she presently has, provided that if employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief on the provisions of this Article.
- F. In the course of investigation of any grievance, representatives of the Association will report to the Superintendent and state the purpose of the visit immediately upon arrival.

ARTICLE VIII: SENIORITY

Section 1. Seniority:

Definitions: Seniority shall, for the purposes stated in this Agreement, be defined two ways.

- A. District Seniority – District seniority will be defined as the length of continuous service within the school district as a member of the bargaining unit. District seniority shall accrue at the rate of one year of seniority for one school year of work. The Employer,

together with the Association will prepare and maintain the district seniority list on an annual basis.

- B. Classification Seniority – For classification seniority purposes seniority in the maintenance classification will also count as seniority in the custodial classification. No other overlap in duties between classifications will count as seniority in another classification. Classification seniority shall accrue at the rate of one year of seniority in each classification worked for one school year of work in that classification. Classification seniority will be defined as the length of continuous service within one or more of the following classification categories:
- a. Custodial
 - b. Maintenance
 - c. Bus driver
- C. Accumulation of district/classification seniority will begin on the employee's first working day.
- D. The Employer shall maintain an up-to-date district/classification seniority list containing the names and classification(s) placement of all employees.
- E. The initial district seniority and classification list will be prepared and distributed to each bargaining member within thirty (30) work days after the effective date of Agreement.

Section 2. Application

- A. For employees hired after June 30, 2009 district seniority shall only be used to determine level of pay and vacation days.

For employees hired prior to June 30, 2009 district seniority shall only be used to determine level of pay, vacation days and right to bump within the district.

- B. For employees hired after June 30, 2009 classification seniority shall be used in the event of a reduction of hours or an elimination of a position in a department/classification. Classification seniority shall also be used for the layoff/recall procedure.

For employees hired prior to June 30, 2009 district seniority shall be used in the event of a reduction of hours or an elimination of a position in a department/classification. District seniority shall also be used for the layoff/recall procedure.

- C. For District/Classification seniority purposes, "continuous service" in the district shall include military and military reserve leave for the period as required by law; for the period when an employee is receiving benefits under worker's compensation, or while on an approved paid leave of absence. Time on unpaid leaves will not count toward accrued seniority except for FMLA leaves and Board approved medical leaves, which will count as "continuous service" for seniority purposes.

- D. Bargaining unit member time on layoff shall not accrue for District or classification seniority purposes.
- E. Probationary employees will have no District or Classification seniority until the completion of the probationary period at which time their District and Classification seniority will revert to their first day of work.
- F. An employee shall lose his/her District and Classification Seniority if:
 - 1. The employee retires, resigns or is discharged for just cause
 - 2. The employee transfers to a non-ESP bargaining unit position for the District for more than six (6) months.
 - 3. The employee is laid off for a continuous period of twenty-four (24) consecutive months.
 - 4. The employee is off work on worker's compensation for a continuous period of twenty-four (24) consecutive months.
 - 5. The employee fails to return to work when recalled within five (5) work days of the date he/she is directed to report for work.
- G. For Classification Seniority only when an employee transfers out of his/her classification into another classification or is laid off for a continuous period of less than twenty-four (24) months he/she will retain seniority already accrued but will not continue to accrue seniority in the classification he/she left.
- H. In the even that more than one individual has the same starting date of work, position on the district/classification seniority list will be determined by random draw.
- I. A maximum of one year's seniority shall be given for any single classification or at the district level for work done in one school fiscal year.

ARTICLE IX: WORKING CONDITIONS

Times

Section 1. Work day: The normal workday will be listed on each job description.

Section 2. Overtime: Overtime shall be defined as hours actually worked in excess of forty (40) hours per week or ten (10) hours per day and, when possible, shall be divided among bargaining unit members within each classification.

Section 3. Substitutes A regular bargaining unit member Performing work on a substitute basis outside of their regular classification will be paid the greater of their regular rate of pay or the applicable pay for the classification in which they are functioning as a substitute.

Section 4. School closings:

- A. When the school is closed to students due to hazardous weather, bargaining unit members shall not be required to report to their job assignments and shall suffer no loss of wages.
- B. When school is cancelled due to reasons other than hazardous weather, the employee can either work at straight pay, request a day off with no pay, or request to use an accumulated sick day and be paid for that day, or the remainder of that day. Requests to leave should be in writing and are subject to the approval of the superintendent.
- C. The employee's request to use unpaid leave or sick leave shall be in writing to the Superintendent and shall be made within 24 hours or prior to the next payroll period.

Section 5. Breaks and lunch:

Employees shall have two (15 minute) paid breaks (one for each four hours of assigned work) and an unpaid duty-free one-half (1/2) hour for lunch, to be used at a time mutually agreeable to the employee and the employer. If breaks are not used throughout the workday, the employee may end their shift early (corresponding to the amount of unused break time) with the approval of the Employer or designee. Similarly, if an employee is requested, and/or chooses, to work through his/her lunch break, the employee may end their shift early (corresponding to the amount of the lunch period worked) with the approval of the Employer or designee.

CONDITIONS

Section 1. Unsafe conditions: Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. The Employer shall provide adequate rest areas and restrooms for bargaining unit members use.

Employees may be required to attend professional development to provide them with training as needed in order for the employee to perform his/her assigned duties in a safe manner.

Section 2. Assistance: The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, administrator or another student from attack, physical abuse or injury, or to prevent damage to district property. No bargaining unit member shall dispense or administer medication.

Section 3. A bargaining unit member will be directly responsible to one supervisor, said supervisor to be listed in the job description. This does not absolve the bargaining unit member from responsibility to following orders or directives from higher supervisors but in the case of

conflicting orders the bargaining unit member cannot be disciplined for not carrying out both orders.

Section 4. The Employer shall provide without cost to the bargaining unit member the following:

- a. Approved first aid kits and materials in designated areas.
- b. Adequate and approved safety equipment necessary to do the job.
- c. Costs of road tests, schooling, TB tests and physicals as required by the school.

Bargaining unit members shall be compensated for time spent in required training, including travel time. Rate of compensation shall be equal to that of the related work classification to which the training applies and shall be subject to overtime rates and prior approval as applicable. For required training outside of regularly scheduled work hours, every effort should be made to substitute regular work hours with training time through use of a modified schedule.

Vacancies and Transfers

Section 1. Vacancy: A vacancy shall be defined as a newly created position or a present position that is not filled.

Section 2. Postings: All vacancies shall be posted in a conspicuous place in the main building of the district for a period of ten (10) workdays. Said postings shall contain the following information:

- a. Type of work
- b. Location of work
- c. Starting date
- d. Rate of pay
- e. Hours to be worked
- f. Classification
- g. Minimum requirements
- h. Part/full time position
- i. Additional info provided upon request

Section 3. Applications: Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the ten (10) work day posting period. The employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July or August) by sending notice of same to each bargaining unit member by U.S. mail to their last known address.

Section 4. Posting period: Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant, if any, has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

Section 5. Transfers and promotions: In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to

perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required to the employer's standards during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment provided the position was not permanently discontinued.

Section 6. The parties agree that involuntary transfers of bargaining unit members impacting rate of pay are to be effected only for reasonable and just cause.

REDUCTION IN PERSONNEL

- A. Layoff shall be defined as a reduction in personnel in the bargaining unit as determined by the Board.
- B. No employee will be laid off pursuant to a necessary reduction in the work force unless said employee has been notified of said layoff (total or partial) at least thirty (30) calendar days prior to the effective date of the layoff except in cases of financial emergency. Such notice shall also be sent to the local president at the time it is sent to the employee.
- C. In the event a reduction in work force results in an elimination of a position or a reduction in hours in a classification:

For employees hired prior to June 30, 2009, the employer shall first layoff probationary employees, then the least senior employees within the bargaining unit provided that, at the time of layoff, those remaining at work meet the minimum qualifications as outlined in the job descriptions to do the work which is available. The affected employee(s) may claim a position for the purpose of maintaining his/her position or number of work hours based on district seniority over another employee in another classification for which they are qualified as outlined in the job descriptions, assuming he/she has greater district seniority than the employee he/she seeks to replace. In no case shall a new employee be employed by the employer while there are laid off bargaining unit members who are qualified for a vacant or newly created position.

For employees hired after June 30, 2009, the employer shall first lay off probationary employees in the affected classification, then the least senior employees in the affected classification(s). The affected employee(s) may claim a position for the purpose of maintaining his/her position or number or work hours based classification seniority over another employee in another classification for which they are qualified as outlined in the job descriptions, assuming he/she has greater seniority in that classification than the employee he/she seeks to replace. In no case shall a new employee be employed by the employer while there are laid off bargaining unit members who are qualified as outlined in the job descriptions for a vacant or newly created position.

- D. Employees who wish to exercise their classification seniority rights to bump shall exercise such rights within five (5) work days in writing to the Superintendent of

schools or his/her designee. If the employee does not exercise his/her bumping rights, he/she will be laid off and recalled in accordance with the recall provisions of this Agreement.

- E. A bargaining unit member on the layoff list shall upon application and at his/her option, be granted priority status on the substitute list according to his/her classification seniority and ability.
- F. Laid off bargaining unit members may continue their health benefits by paying the regular monthly rate through the Employer.

Recall Procedure

- A. For employees hired prior to June 30, 2009, laid off employees will be recalled in reverse order of layoff to any position for which they are qualified as outlined in the job descriptions. For employees hired after June 30, 2009, laid off employees will be recalled in reverse order of layoff based on highest seniority within classification to any position for which they are qualified as outlined in the job descriptions.
- B. Any employee who has served satisfactorily more than ninety (90) working days in a classification shall be deemed qualified for any position in that classification.
- C. Notices shall be sent by certified or registered mail to the last known current address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified of his/her current mailing address.
- D. A recalled employee shall be given five (5) work days from receipt of notice or ten (10) work days from mailing (whichever is sooner), to report to work.
- E. The Employer may fill the position on a temporary basis until the recalled employee can report within the allotted time.
- F. Employees recalled to work for which they are qualified are obligated to take said work (or for 10 month employees in the summer to confirm acceptance of recall and willingness to report on the first report date).
- G. An employee who declines recall under these conditions forfeits all his/her recall rights.
- H. Bargaining unit members on layoff shall not accrue seniority during the period of such layoff.
- I. An employee, unless otherwise recalled, shall remain on the layoff list for up to two (2) years.

ASSOCIATION DUES

Section 1. Fees: In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall join the Association or pay a Service Fee to the Association.

Members have thirty (30) calendar days in which to execute an authorization for payroll deduction of the Association dues or Service Fee.

Section 2. Membership: Association Members -Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

Section 3. Service fee payers: Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures as provided in the Hudson Informational Packet. The remedies set forth in this policy shall be exclusive and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

Section 4. Payroll Deduction

Upon written authorization by a bargaining unit member, the employer will deduct the appropriate amount of the dues or service fee from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Moneys so deducted will be transmitted to the Association, or its designee, no later than thirty (30) calendar days following each deduction.

Section 5. Refusal

Refusal to Authorize Payroll Deduction: The Association shall be responsible for dealing with those bargaining unit members who refuse to authorize payroll deduction of dues or service fees.

ARTICLE X: ABSENCES

The school recognizes that under unusual circumstances it may be necessary for an employee to be absent from work. However, such absences should be for emergency purposes only.

Unpaid Leave

Upon written application, leaves of absence for periods not to exceed one (1) year may be granted, in writing, within ten (10) calendar days for:

1. Serving in any elected or appointed position Public or otherwise.
2. Child Care
3. Educational leave in a work related area

Upon written application, leaves of absences for periods not to exceed one (1) year may be granted, in writing, within ten (10) calendar days of the receipt of the written application, without loss of seniority for:

1. Illness leave
2. Prolonged illness in immediate family

Such leave may be extended for like cause.

Sick Leave and Other Paid Leave

The employer will assume responsibility for the employees to have their total accumulated and used hours for vacation, sick leave, and personal leave day noted/kept current on their respective pay stubs prior to the end of the first semester.

Sick, personal, or vacation days taken during student contact days, or during non-student contact days (PD, Christmas break, etc.) will be paid under the classification(s) of work which would have been available on that day to that employee had they reported for work.

Section 1. Sick Leave

Employees shall accrue and be credited with a maximum of twelve (12) workdays or ninety-six hours of sick leave with pay per year. Employees shall accrue a maximum of one sick day for each month in which they work. A sick day shall be construed to mean the employee's regular workday for the number of hours they are normally scheduled to work. Employees may use accumulated sick leave after they have completed their probationary period.

Sick leave may be used for acute personal illness or incapacity over which the employee has no reasonable control which prohibits the performance of the duties of the job or for the employee's medical and dental appointments, to the extent of time required to complete such appointments.

Accumulated sick leave may be used for absences required by the illness or injury to members of the immediate family, who include the following: father, mother, son, daughter, brother, sister, husband, wife, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, and persons living in the same household. Absences in these cases will be limited to five (5) days per year.

Accumulated sick leave may also be used for personal days, which includes such matters as legal business, household and family matters. The conversion of sick days into personal days shall be limited to two (2) days per employee per year, and shall be with the approval of the Employer.

Full-year employees can accumulate a maximum of 672 hours and school-year employees may accumulate a maximum of 560 hours.

Section 2. Personal Days

Full year employees: 3 days per year for legal, business, household, family matters which will require absence during school hours. Personal days must be requested of the superintendent. Personal days for full-year employees must be used during the year for which they are granted and are non-cumulative. Personal days may be used during scheduled or non-scheduled work days over Spring and Christmas break.

Two (2) additional days deducted from sick leave will be granted.

School year employees: 2 days per year, same criteria as full year employee. Not accumulated. Two (2) additional days deducted from sick leave will be granted.

JURY/WITNESS DUTY PAY: A staff member called for jury duty or to give testimony before any judicial or governmental tribunal shall be compensated for the difference between the regular rate of pay and the pay received from the performance of such obligation with the exception of a case involving legal action brought against the Board by the Association or any member thereof or any action in which the staff is a named party plaintiff or party defendant. If a staff person is released from jury/witness duty in ample time to report to the assigned work station one (1) hour or more before the end of the staff person's work day, said staff shall so report in order to receive pay therefore. Any witness, jury or subpoena fee, excluding mileage or meal reimbursement, received by the staff person shall be deducted from said compensation.

Emergency Days: All support staff members will receive five emergency days, not to be subtracted from sick days. An example of emergency leave would include death in the immediate family. Other types of emergencies are to be defined under the direction of the superintendent. There will be no accumulation of emergency leave. Additional days, to be subtracted from accumulated sick days, may be granted at the discretion of the Employer.

Vacation Days: Full year employees only

- 1st year (during) - 0 days
- 2nd year (during) - 5 days
- 3rd year (during) - 10 days
- 5th year (during) - 15 days

An employee may accumulate up to 30 vacation days. The use of vacation days requires prior approval by the superintendent.

Holidays: Full year employees will be paid for the following seven holidays: Memorial Day, Labor Day, Christmas, New Year's Day, Thanksgiving, July 4th and Good Friday. School year employees will be paid for whatever of the above holidays fall during their regularly scheduled work year.

ARTICLE XI: COMPENSATION

Payment of wages will be ordered every two weeks during the employee’s work year reflecting the hours worked in the previous pay period. Appropriate deductions will be made by the bookkeeper as requested by the employee and the superintendent.

Mileage - Mileage will be paid to all employees regarding official school business when school van is not available. The rate will be set at IRS rate. Before a trip is taken, the employee must secure permission from the superintendent or his/her designee.

INSURANCE BENEFITS

Plan A - For employees electing health insurance

Health	MESSA ABC Plan 1 MESSA Saver Rx \$1250/\$2500 Deductible
Negotiated Long Term Disability	66 2/3% \$2,500 maximum 30 Calendar Days - straight wait Maternity coverage - yes Pre-existing condition waiver-yes Freeze on offsets-yes Alcoholism/drug addiction and Mental/nervous same as any other illness Cost of living- yes
Negotiated Life	\$10,000 with AD & D
Vision (Plan year July to July)	VSP-2 Silver
Dental (Plan year July to July)	100/80/80: \$1,300 (Class I & II at \$1,200 yearly maximum)

- A. The employer shall fund, on January 1st of each year, 80% of the cost of the annual plan deductible into the employee’s “Health Equity” Health Savings Account. For the 2012-2013 school year only, employees who were hired prior to June 30, 2012 will receive 80% of an additional prorated portion of the deductible for the remainder of the 2012 deductible year. Said deductible shall be deposited into the employee’s “Health Equity” Health Savings Account upon the establishment of said account.
- B. In the event an employee is not qualified for a Health Savings Account, the employee shall receive a payment in-lieu of the stated deductible contribution equal to the contribution to their HAS for which they would have been eligible to be paid in accordance with the timeline set out above.
- C. For an employee electing health insurance, the employer shall pay 80% of the health care premium costs for the medical benefit plan coverage year.

- D. The employee’s premium contribution will be payroll deducted through a qualified Section 125 plan spread out in equal amounts across the applicable pay year.
- E. The district’s Section 125 Plan shall include the provisions necessary for pre-tax contributions to employee’s “Health Equity” Health Savings Account.
- F. Employees may contribute, through regular payroll deduction and electronic transfer, additional money towards their Health Savings account up to the maximum amounts allowed by Federal Law. Such amounts shall not be subject to an 80% match by the employer.
- G. All other non-health MESSA Pak A and Pak B benefits shall be fully paid by the district.

It is understood by the parties that in the event federal requirements for deductible amounts required for a Health Savings Account change, the current deductible attached to the MESSA ABC Plan 1 will be adjusted to remain compliant with federal requirements.

Plan B for employees not electing health insurance

Negotiated Life	\$10,000 with AD & D
Negotiated	66 2/3%
Long Term Disability	Same as above
Vision (Plan year July to July)	VSP-2 Silver
Dental (Plan year July to July)	100/80/80: \$1,300 (Class I & II at \$1,200 yearly maximum)

If there are two or more full-time members who can be covered under one policy, or if an individual does not wish to take the health insurance, then member or members not opting for the health care will have \$2,500 to be paid through regular payroll installments.

Part-time persons who choose to participate must agree in writing for payroll deductions for his/her portion of the premium.

Section 2. In the event a bargaining unit member has exhausted all paid sick leave, and must take days off without pay, the member will be responsible for a pro-rated portion of their insurance premium for each day without pay.

Section 3. If a bargaining unit member is disabled through an injury or illness covered by Workman’s Compensation, the Employer will continue any medical insurance the Employer is already paying for them until the negotiated waiting period for activation of Long Term Disability benefits has expired.

Any changes in the insurance will be mutually agreed to by the Association and the Board.

ARTICLE XIII: MISCELLANEOUS

- A. Non-School Employment. An employee of the Whitefish Township School System must not permit other employment to interfere with, or have a detrimental effect upon, his or her ability to carry out his or her duties and responsibilities in a satisfactory manner.
- B. Personal Appearance. All support staff are expected to dress according to the position they hold. Personal cleanliness is expected at all times.
- C. Change of Status. Whenever an employee has a change in name, address, telephone number, social security number, dependents, medical insurance, etc. that employee will notify the office.
- D. School Vehicles. School vehicles are not to be used for personal reasons without prior approval of the superintendent. This should include, but not be limited to, unauthorized trips, stops, or the transporting of other than the usual passengers by all school personnel.
- E. Employee request for part time work
 - A. A bargaining unit member who desires a reduction in work schedule shall make application in the following manner:
 - 1. Such written application to the superintendent (WTS) shall be made 30 days prior to the commencement date; and,
 - 2. Such written request shall include:
 - a. amount of reduction in whole hours and the calendar length of the reduction,
 - b. commencement date and ending date if applicable,
 - c. reason(s) for reduction in hours.
 - B. The superintendent's recommendation and the employee's request shall be transmitted to the Employer for action in a timely fashion.
 - C. The granting of such a request shall be at the Employer's discretion.
 - D. Upon commencement of the approved request, the employee's seniority, fringe benefits and wages shall be prorated in accordance with the definitions of this agreement.

Example: Z. Doze works 4 hours a day. S/he meets the definitions for eligibility, has prorated benefits, i.e. 1/2 of the benefit package paid if s/he elects to pay the other half of the benefit package, receives 1/2 seniority accrual credit, 1/2 of the paid leave day allotments, etc.

JOB DESCRIPTION AND CLASSIFICATION

Section 1. For each classification, job descriptions shall be distributed to all current bargaining unit members to whom they pertain and to all new bargaining unit members when hired by the employer. The description will include at a minimum:

- a. Job title and description
- b. Immediate supervisor
- c. The general tasks required

Section 2. The Job Description Titles will be as follows:

- a. Custodial
- b. Bus Driver
- c. Maintenance

Section 3. Changes in an employee's job description will be communicated to the employee and the Association.

Section 4. The basic compensation of each bargaining unit member shall be set forth in Schedule A.

Section 5. The following conditions shall apply to all overtime work:

- a. Time and one-half will be paid for all hours worked over ten (10) in one day or forty (40) hours in one week. Employees may request to work a flex schedule, such as working 10 hours a day, 4 days per week
- b. Paid leave shall count toward hours worked.
- c. Miscellaneous
If called in before or after regular school and scheduled work hours or on a holiday, they shall be guaranteed two (2) hours pay at double their regular rate of pay.
- d. All overtime must be approved in advance by the administration.

Prices of meals including gratuity will be reimbursed at the Maximum rate of \$8.00 for Breakfast, \$8.00 for Lunch, and \$12.00 for Dinner for out of Whitefish Township School District travel on administratively approved school related travel or business. Reimbursement will be made as soon as possible after receiving receipts.

Extra Trips

The Board of Education will contract out extra trip driving. In the event a request is made to the support staff/transportation staff the personnel may elect to provide the service with appropriate compensation – if overtime – compensation will be made at a rate of time and one-half in accordance with the Fair Standard and Labor Act. Overnight trips are not to exceed eight hours of time.

Example: an overnight away athletic trip will have drive time plus down time not to exceed a total of eight hours. Meals will be reimbursed per contract.

Extra trips will encompass actual drive time plus one half hour for pre/post trip inspection and/or fueling.

Extra trips may encounter “down/wait time” which will be paid at the minimum wage rate after regular daily wages have been met.

In the event a WTCS support staff bus driver drives an extra trip they will suffer no loss of regular daily wages.

Driving an extra trip during a routinely scheduled day will be counted as part of the employee’s regular workday. Example: if the employee has worked 4 hours and now drives an athletic trip the drive time will be counted as part of their regular hours until they exceed their hourly limit. Time after the hourly limit will be compensated at the agreed upon rate of 1.5% of the job rate.

DEFINITIONS

- A. **PROBATIONARY:** A bargaining unit member who is employed to fill a full or part-time position for a trial period of ninety (90) days actually worked.
- B. **SCHOOL YEAR BARGAINING UNIT MEMBERS/EMPLOYEES:** Bargaining unit members employed to work at least one hundred eighty (180) days or whose employment follows the school calendar.
- C. **FULL YEAR BARGAINING UNIT MEMBERS/EMPLOYEES:** Bargaining unit members who are employed to work on a twelve (12) month basis running from July to June 30.
- D. **SCHOOL YEAR:** From the first day teachers are scheduled to work until the last day teachers are scheduled to work.
- E. **WORKING DAYS:** Unless otherwise noted, days shall mean scheduled work days excluding Saturday, Sunday and Holidays.
- F. **GRIEVANCE:** A claim based upon an event or condition which affects the welfare or conditions of employment of an employee or group of employees and/or arising from the language of this agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or condition of employment of a member of the unit described in Article I will not constitute a grievance.
- G. **AGGRIEVED PERSON:** The person making a claim.
- H. **PARTY IN INTEREST:** The person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- I. **PART-TIME** is an individual working less than an 8 hour day within a 40 hour week within the regularly scheduled school year.
- Benefits will be pro-rated for employee(s) working less than full-time. Said employee(s) must be working a minimum of half-time to be eligible for benefits.
- J. **CHAIRPERSON:** President of Whitefish Education Support Personnel Association (throughout contract, said changes will be made.)
- K. **EXTRA TRIP:** Any transportation provided beyond regular daily duties. Extra trips will include actual drive time, down time and one half hour for pre/post trip inspections, transportation vehicle clean-up and fueling

Overnight Extra Trip arrival day time ends when students and staff have been delivered to their destination and the driver has completed fueling, parking, post trip inspection and transportation vehicle clean up at the driver's destination.

Overnight Extra Trip departure day time begins at 9 a.m. or at a prearranged meeting time with staff and students, whichever is

Duration of Agreement

**WHITEFISH TOWNSHIP SCHOOLS
EDUCATIONAL SUPPORT PERSONNEL
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2012 and shall continue in effect until the 30th day of June 2013.

WHITEFISH BOARD OF EDUCATION

**WHITEFISH EDUCATIONAL
SUPPORT PERSONNEL**

Dated: _____

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LETTER OF UNDERSTANDING

WHITEFISH TOWNSHIP COMMUNITY SCHOOLS (“District”)

-and-

WHITEFISH EDUCATION SUPPORT PERSONNEL ASSOCIATION, MEA/NEA (“WESPA”)

1. This Letter of Understanding (“LOU”) is being executed contemporaneously with the execution of the parties’ 2012-2013 Tentative Agreement and will be attached to the 2012-2013 collective bargaining agreement (“CBA”), upon ratification by both parties.

2. As a result of the enactment of Public Acts 102 and 103, language relating to the prohibited subjects in section 15(3)(j) – (o) of PERA, as amended, has been omitted and/or modified from the 2009-2012 CBA, for purposes of the 2012-2013 successor agreement. The prohibited language so affected is outlined and appended to this LOU as Exhibit A. Inasmuch as such language was deemed to be prohibited, it was removed by the District pursuant to its sole authority within section 15(4) of PERA.

3. If any remaining provision of the CBA conflicts with or is inconsistent with the Michigan Revised School Code, the Michigan Teachers’ Tenure Act, or the Public Employment Relations Act, those statutes will prevail and the inconsistent or conflicting provisions of the successor CBA will not be followed or enforceable.

4. In the event that, a competent appellate court of appropriate jurisdiction (to which there is no timely appeal filed) or the Michigan Supreme Court declares all or part of Public Acts 102 and/or 103 to be unconstitutional or otherwise legally invalid, or all or part of such Public Acts are repealed or modified, then the applicable portions of the omitted and/or modified language affected by the court decision or legislative amendments shall be reinstated into the CBA. In the event that the parties are unable to agree upon the impact of such Court decision or legislative amendments, then they may initiate whatever legal action they deem appropriate under all of the then applicable facts and circumstances, to clarify and enforce such rulings or amendments.

5. The District agrees that, if a court or administrative agency with competent jurisdiction rule that the 2012-2013 CBA omitted or modified language that was not a prohibited subject, as defined by section 15 of PERA, as amended, then the applicable portions of the omitted and/or modified language affected by the court decision or legislative amendments shall be reinstated into the CBA, subject to the District’s right to appeal any such rulings.

6. By signing this LOU, the WESPA is not waiving its right to assert in a court or administrative agency of competent jurisdiction that all or part of the language omitted or modified within Exhibit A should not have been omitted or modified.

7. The parties understand that a court or administrative agency of competent jurisdiction may deem this LOU to be unenforceable since it relates to prohibited subjects of bargaining. However, the parties sign this LOU in the good faith belief that it is enforceable as written and conducive to positive labor relations between them to clarify their respective rights and obligations in light of 2011 Public Acts 102 and 103.

8. This document represents the parties’ entire understanding as to the matters as to which it relates, and no other agreement is binding unless in writing and signed by the parties.

For the Association

For the Board

Date

Date

EXHIBIT A

Item 1:

ARTICLE VI. ASSOCIATION RIGHTS

Section 2. Subcontracting: The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased, or transferred to persons not covered by this Agreement without the prior written agreement of the Association.

The Employer agrees that non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit, except in emergencies when bargaining unit members are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by a bargaining unit member. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.

When all qualified bargaining unit members who refuse requested or additional duties which would normally be covered under their responsibilities or positions and the administration is unable to find a suitable replacement outside the bargaining unit then a qualified bargaining unit member will be required to perform that duty.

The Employer will not sub-contract work unless (a) the skills needed to perform the work as reasonably specified are unavailable within the bargaining unit and cannot be obtained in a reasonable time or (b) bargaining unit members who possess the skills or qualifications to perform needed work refuse to accept additional responsibilities which are beyond the scope of the job description.

LETTER OF UNDERSTANDING

WHITEFISH TOWNSHIP COMMUNITY SCHOOLS (“District”)

-and-

WHITEFISH EDUCATION SUPPORT PERSONNEL ASSOCIATION, MEA/NEA (“WESPA”)

1. This Letter of Understanding (“LOU”) is being executed contemporaneously with the execution of the parties’ 2012-2013 Tentative Agreement and will be attached to the 2012-2013 collective bargaining agreement (“CBA”), upon ratification by both parties.

2. It is understood by both the Whitefish Township Community Schools Board of Education and the Whitefish Education Support Personnel Association, Michigan Education Support Personnel Association, National Education Association (WESPA/MESPA/NEA), that the removal of all language in the master agreement pertaining to the support positions of paraprofessional and food service is not intended to construe that these positions do not exist as elements of the bargaining group, as is explained in Article II, Recognition, of the Master Agreement (2012-2013).

3. The Association agrees that any issues relating to filling these two positions, or their working conditions, or salary and benefits, will not be grieved or disputed by the Association. In return, the Board of Education agrees that the removal of paraprofessional and food service language for the duration of this agreement is not intended to be precedent-setting.

For the Association

Date

For the Board

Date

LETTER OF UNDERSTANDING

WHITEFISH TOWNSHIP COMMUNITY SCHOOLS (“District”)

-and-

WHITEFISH EDUCATION SUPPORT PERSONNEL ASSOCIATION, MEA/NEA (“WESPA”)

1. This Letter of Understanding (“LOU”) is being executed contemporaneously with the execution of the parties’ 2012-2013 Tentative Agreement and will be attached to the 2012-2013 collective bargaining agreement (“CBA”), upon ratification by both parties.

2. It is understood by both the Whitefish Township Community Schools Board of Education and the Whitefish Education Support Personnel Association, Michigan Education Support Personnel Association, National Education Association (WESPA/MESPA/NEA) that employees hired prior to 7-1-2012 will be guaranteed placement in their current classifications for the duration of this agreement (custodian/driver and maintenance/driver).

3. Should hours be reduced or bus runs cancelled, employees will still retain their split classifications, and the corresponding higher rate of pay for the hours that they work.

For the Association

Date

For the Board

Date
