

***MICHIGAN EDUCATION SUPPORT  
PERSONNEL ASSOCIATION  
ESCANABA BRANCH***

This Agreement is entered into, effective the Thirteenth day of November, 2006, by and between the Escanaba Board of Education, Escanaba, Michigan, hereinafter called the "Board" and the Michigan Education Support Personnel Association, hereinafter called "MESPA", through its local affiliate, the National Education Association, Michigan Education Association, Escanaba District. The signatories shall be the sole parties to this agreement.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the MESPA as the representative of its Bargaining Unit Members with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement:

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

***ARTICLE 1 - RECOGNITION***

A. The Board hereby recognizes MESPA as the sole and exclusive bargaining representative of all teacher aides whose work is described in Article 12 - Item "D", whether under contract, on leave or on a per diem, hourly or class rate basis employed or to be employed by the Board.

Under the general classification of paraprofessionals the following position titles exist:

1. Special education assistant
2. Interpreters
3. Health care aide
4. Program aide
5. Detention
6. Bus Line / Noon Hour Supervisor
7. Classroom Overload Aide

Such representation shall cover all personnel assigned to newly created positions which are not principally supervisory and administrative. The Board agrees not to negotiate with or recognize any organization other than the MESPA for the duration of this Agreement.

B. All personnel represented by the MESPA in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Members".

## ***ARTICLE 2 - EQUAL EMPLOYMENT OPPORTUNITY***

No person or persons shall be discriminated against on the basis of race, gender, creed, color, national origin, age, disability, marital status, or membership in, or association with the activities of the MESPA.

The parties will continue to work together to assure equal employment opportunities to all.

## ***ARTICLE 3 - MAINTENANCE OF STANDARDS***

A. The duties of any Bargaining Unit Member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement.

## ***ARTICLE 4 - PAYROLL DEDUCTION***

A. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives written authorization to do so the required amount for the payment of dues or service fees. Such dues, or fees, accompanied by a list of Bargaining Unit Members from whom they have been deducted, shall be forwarded to the MESPA no later than thirty (30) days after the deductions were made.

B. The MESPA shall notify the Board thirty (30) days prior to any changes in its dues or fees.

C. The Board, upon hiring a new bargaining unit employee, shall notify the Association president as to the name and work place of such new employee. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives written authorization to do so and make appropriate remittances for

annuities, credit union, charitable donations, or any other plans or program jointly approved by the Board and the MESPA.

D. MESPA shall indemnify and save harmless the Board, each individual Board member and agents of the Board against any and all claims, demands, suits, and expenses or other form of liability which shall arise from any deduction of dues undertaken by the Board pursuant to an authorization form. MESPA shall have the right to choose competent legal counsel to defend any such suit or action.

## ***ARTICLE 5 - AGENCY SHOP***

A. Each bargaining unit member, shall as a condition of employment on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the MESPA or pay a service fee to the MESPA equivalent to the amount of dues uniformly required of the members of the MESPA, less any amounts not permitted by law. In the event the bargaining unit member shall not pay such service fee directly to the MESPA or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408-477; MSA 17.2777(7) and at the request of the MESPA, deduct the service fee from the bargaining unit member's wages and remit same to the MESPA under the procedure below. Such monies shall be remitted to the MESPA or its designee no later than twenty (20) days following deduction. The procedure in all cases of non-payment of the service fee shall be as follows:

1. The MESPA 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 effectuated.
2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the MESPA may request the Board to make such deduction pursuant to Paragraph 1, above.
3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the MESPA or authorized payroll deduction for same.

4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.

5. The deduction of membership dues and/or representation fees shall be made from the second paycheck of each month for ten (10) months, beginning in September and ending in June of each year. Dues deductions shall be transmitted by the Board to the MESPA designee within ten (10) days after such deductions are made. The designee shall be responsible for disbursement of dues paid to the Treasurers of those organizations designated by the MESPA. A list of members from whom those deductions have been made shall accompany the remittance to the MESPA.

6. All refunds claimed for dues of the MESPA under such dues authorization shall lie solely with the MESPA. The MESPA agrees to reimburse any member for the amount of any dues deducted by the Board and paid to the MESPA, which deduction is by error in excess of the proper deduction. The Board agrees to assist the MESPA in finding any mathematical errors with respect to refund claims.

7. The MESPA shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the MESPA security/agency shop provision of this Article. The MESPA shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the MESPA. The MESPA shall have the right to negotiate a settlement with any bargaining unit member who challenges the MESPA's security/agency shop provisions under this Article. If the indemnification and hold harmless provision is found to be unlawful, the duty to make involuntary deductions shall cease.

8. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the MESPA has established a policy regarding "objection to political ideological expenditures-administrative procedures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-MESPA bargaining unit members. Administrative or judicial review thereof may be availed of by such objecting bargaining unit member concerning the application and interpretation of this fee.

9. Due to certain requirements established in recent court decisions, the MESPA represents that the amount of the fee charged to the 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 this procedure in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the MESPA's notification to non-members of the fee for that given school year.

10. The MESPA shall certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. Further, the MESPA agrees to timely notify the District in the event a court order is entered restraining the MESPA from implementing its policy regarding objections to political-ideological expenditures. If as a result of notice that such an order has been entered, the District intends to suspend involuntary wage deductions under this Article, it shall give timely notice to the MESPA.

## ***ARTICLE 6 - JOINT BOARD AND MESPA MEETINGS***

The Association Professional Negotiating Committee and the Administrative Staff, together with members of the Board of Education or its designee, shall meet as needed to discuss the administration of this Agreement and any problems under it which either party believes exist or may occur in the operation of the School District. The Superintendent of Schools or the chairman of the Professional Negotiating Committee shall be responsible for calling this meeting. An agenda shall be prepared by the parties covering the subjects to be discussed at least one week prior to the meetings.

## ***ARTICLE 7 - GRIEVANCE PROCEDURE***

A. A claim by a Bargaining Unit Member, or the MESPA that there has been a violation, misinterpretation, or misapplication of any specific provision of this Agreement may be processed as a grievance as hereinafter provided.

B. In the event that a Bargaining Unit Member believes there is a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by the MESPA representatives. The grievance must be filed within fifteen (15) working days of the violation, misinterpretation or misapplication of any specific provision of this Agreement, or within fifteen (15) working days of when such violation, misinterpretation or misapplication should reasonably have been discovered.

C. If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the Bargaining Unit Member may invoke the formal grievance procedure through the MESPA. A copy of the grievance shall be delivered to the immediate supervisor within the time limits set forth in "B" above. If the grievance involves more than one work location, it may be filed with the superintendent, or his/her designee.

D. Within fifteen (15) working days of receipt of the grievance, the immediate supervisor shall meet with the MESPA in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, his/her disposition of the grievance within fifteen (15) working days of such meeting, and shall furnish a copy thereof to the MESPA.

E. If the MESPA is not satisfied with the disposition of the grievance, or if no disposition has been made within fifteen (15) working days of such meeting, or fifteen (15) working days from date of filing, the grievance shall be transmitted to the superintendent, or his/her designee. Within fifteen (15) working days, the superintendent, or his/her designee, shall meet with the MESPA on the grievance and shall indicate, in writing, his/her disposition within fifteen (15) working days of such meeting, and shall furnish a copy thereof to the MESPA.

F. If the MESPA is not satisfied with the disposition of the grievance, or if no disposition has been made within fifteen (15) working days of such meeting, the grievance shall be transmitted to the Board of Education. Within fifteen (15) working days, the Board of Education or any committee thereof, shall hold a hearing

on the grievance and shall indicate, in writing, its disposition within fifteen (15) working days of such hearing, and shall furnish a copy thereof to the MESPA.

G. If the MESPA is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration. If the parties cannot agree as to the arbitrator, within five (5) working days from the notification that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance 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 arbitrator and agree the judgment thereon may be entered in any court of competent jurisdiction.

H. Fees and expenses of the arbitrator shall be borne equally by the parties.

I. If any Bargaining Unit Member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any Bargaining Unit Member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

J. The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties. Any grievance not timely filed or appealed is expressly deemed waived and shall not be allowed. Any grievance not timely responded to shall be deemed awarded to the grievant. However, any time limit in this Article may be extended by mutual written consent of the parties.

K. Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure until resolution.

L. For the purpose of assisting a Bargaining Unit Member, or the MESPA in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Board shall permit a Bargaining Unit Member and/or MESPA representative access to, and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the Bargaining Unit Member of any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

M. A Bargaining Unit Member, who must be involved in the processing of a grievance procedure during the work day, shall be excused with pay for that purpose.

N. If a grievance arises from the action of an authority higher than the immediate supervisor of the Bargaining Unit Member, the MESPA may present such grievance at the appropriate level of the grievance procedure.

O. Class action grievances shall be processed as class action grievances provided that the grievance is attested to and supported by more than one employee.

## ***ARTICLE 8 - HOURS OF WORK / WORK LOAD & ASSIGNMENTS***

A. A duty-free, uninterrupted lunch period of 30 minutes (based on a full day of work) will be granted per day. A full day shall be defined as 5 hours or more per day.

B. In the event a student(s) is absent, the District shall reassign the paraprofessional to other work within their building (provided they are qualified). In case of multiple days absence, said work may be of a substitute nature in another MESPA division within the district but the employee will be paid at their normal rate.

C. All MESPA employees shall receive district-wide school procedures on school rules and discipline and shall be in-serviced annually on school discipline and safety policies. Such in-service shall occur during the first teacher work day of the year. Employees required to come in for the in-service shall be compensated for the time required. All bus line / noon hour supervisors and detention monitors will be paid for two (2) hours. All aides, including the Special Ed. Assistant and interpreters, will be paid their assigned day.



## **ARTICLE 9 - COMPENSATION**

A. Compensation: Hours worked and rate of pay shall be printed on each bargaining unit member's paycheck. There will be a 2-week delay in payment of hours worked, i.e. hours submitted for one pay period shall be paid in the next period.

### HEALTH CARE AIDES/PROGRAM AIDES/DETENTION/CLASSROOM AIDES

STEP	INDEX *	HOURLY RATE		
		2006-07	2007-08	2008-09
1		10.49	10.65	10.81
2		10.79	10.95	11.11
3&4		11.16	11.33	11.50
5&6	1.02	11.38	11.56	11.73
7-9	1.03	11.49	11.67	11.85
10-12	1.04	11.61	11.78	11.96
13-15	1.05	11.72	11.90	12.08
16-18	1.06	11.83	12.01	12.19
19+	1.07	11.94	12.12	12.31

Note: An additional fifty cents (\$ .50) per hour premium pay will be paid to those special education aides working in the EI (Emotionally Impaired) rooms. This premium will be above and beyond any hourly rate, and will not be affected by any percentage increases in the hourly rate for the employee.

\* Index Percentage is Based on Step 3

NOON HOUR / BUS LINE SUPERVISOR

STEP	INDEX *	HOURLY RATE		
		2006-07	2007-08	2008-09
1		11.12	11.29	11.46
2		11.45	11.62	11.79
3&4		11.83	12.01	12.19
5&6	1.02	12.07	12.25	12.43
7-9	1.03	12.18	12.37	12.56
10-12	1.04	12.30	12.49	12.68
13-15	1.05	12.42	12.61	12.80
16-18	1.06	12.54	12.73	12.92
19+	1.07	12.66	12.85	13.04

\* Index percentage is based on Step 3.

INTERPRETERS / SPECIAL ED. ASSIST.

STEP	INDEX *	HOURLY RATE		
		2006-07	2007-08	2008-09
1		13.20	13.40	13.60
2		13.20	13.40	13.60
3&4		13.20	13.40	13.60
5&6	1.02	13.46	13.67	13.87
7-9	1.03	13.60	13.80	14.01
10-12	1.04	13.73	13.94	14.14
13-15	1.05	13.86	14.07	14.28
16-18	1.06	13.99	14.20	14.42
19+	1.07	14.12	14.34	14.55

\* Index Percentage is Based on Step 3.

B. LONGEVITY: The wage scale will be calculated on a calendar year basis as follows:

Three or less hours per day, average for a full school year, calculated biannually, will be one-half time, and the employee will move "one year" every two calendar years.

More than three hours per day, average for a full school year, calculated biannually, will constitute full time, and move the employee one year for each calendar year of work.

If the semester break calculation results in a change in longevity, pay adjustments will be effective for the next semester.

Longevity in pay would utilize the attached salary schedule.

Employees who work only the majority of one semester would receive the appropriate amount of longevity for the entire year. For example, an individual who worked more than three hours but for only one semester, would receive only one-half of a year's longevity, and an individual who was working three or less hours for one semester only, would receive a one-quarter allocation of the longevity accumulation.

Therefore, these people would take longer to move on the longevity scale than if they had worked the full school year.

The longevity scale for Bargaining Unit Members follows the most current date listed.

Employees working as noon-hour/bus line supervisors shall move one year for each school year they complete as a noon hour/bus line supervisor. If noon hour/bus line supervisors move to another classification, the schedule placement will be determined as stated above.







C. Bargaining Unit Members who are requested to perform duties which are customarily at a higher rate of pay will be paid the higher rate for all time in excess of 1/2 hour per day period when performing such duties. Under no circumstances will Bargaining Unit Members have their regular pay lowered when performing other duties.

D. Bargaining Unit Members will receive their pay-checks on the same day as teachers.

E. Program aides, health care aides, the special ed. assistant and interpreters will work the mid-year evaluation day and last teacher work day at their regular hours.

F. A minimum of one hour "show-up" pay shall be paid to a bargaining unit member who is requested by a building administrator to work a period less than that which is not continuous in time with their previously existing scheduled work. This is specifically intended to apply to those situations where a bargaining unit member is requested to come in for a period not immediately prior to the beginning of a regular scheduled shift, or when they are requested to come back after having completed their regular work day. All hours worked beyond those normally scheduled, which are administratively approved, will be paid at the employees regular rate. The Bargaining Unit Member is responsible for reporting such hours.

G. MILEAGE REIMBURSEMENT: Any Bargaining Unit Member using his or her car for school purposes, when authorized by supervisor and/or administrator, shall be remunerated at the current IRS rate.

H. All interpreters for the deaf and hearing loss shall be paid full time as interpreters for instructional time. The interpreter assigned to a student shall be invited to that student's IEP.

I. Special needs aides and POHI paraprofessionals, assigned to a student shall be invited to that student's IEP at the discretion of the principal.

J. Hepatitis B vaccines, if required, shall be paid by the employer.

K. Bargaining unit members (active/laid-off) shall not be required to pay for any procedure required by law(i.e. fingerprinting, background check).



## ***ARTICLE 10 - WORK LOADS AND ASSIGNMENTS***

The Board agrees to avoid splitting assignments between two buildings whenever possible. The Board will also make every attempt to make all positions include continuous work time, with the exception of regular breaks and lunch periods.

The Board agrees to offer positions to Bargaining Unit Members on the basis of seniority and previous work assignments, taking into consideration individual preferences wherever possible within such framework. If a Bargaining Unit Member shall be considered to have given up the right to be called for another job until all other Bargaining Unit Members on the seniority list have been contacted for future job openings for that year. The foregoing provision shall not be enforced if the job offered to a Bargaining Unit Member would result in a reduction of working hours from the previous year.

## ***ARTICLE 11 - SENIORITY***

A. Seniority shall be defined as length of service in Escanaba Schools as a member of the bargaining unit, beginning with the first scheduled working day, and shall be earned as follows:

1. Full credit for three hours per day or more for a year.
2. One-half credit for less than three hours per day for a year.
3. One-half credit for three hours per day or more for the majority of one semester.
4. One-fourth credit for less than three hours per day for the one semester.
5. See Article 9, Paragraph "B", for seniority list for current Bargaining Unit Members.

B. The Board shall prepare a seniority list and transmit same to the Association bi-annually on or before October 1 and February 1 of each contract year. Each employee will have 30 days to challenge their placement on the seniority list. After 30 days, the list will be deemed to be correct for that year.

C. A Bargaining Unit Member shall lose his/her seniority rights if he/she retires, resigns, is discharged for just cause, takes a non-bargaining unit position, or refuses recall from lay-off for the same amount of hours prior to lay-off. If the individual is rehired into a bargaining unit position or returns from a non-bargaining unit position within the district, such employee shall have no accrued seniority or

longevity rights and shall return as a new hire. Any official communication regarding this section shall be copied to the MESPA President.

D. In the event that more than one individual Bargaining Unit Member has the same starting date of work, position on the seniority list shall be determined by lots.

E. Bargaining unit assignments will be bid annually. The employee will remain in their assignment unless one of the following occurs during any school year:

1. A vacancy occurs, the employee bids the position and is awarded the position.
2. There is a reduction in force in accordance with the procedures stated in Article 12 - Staff Reductions.

F. Employees shall have their actual assignments reflected on the seniority list in accordance with Section A. For example:

Assignment is: 3 hour aide and 1.5 hour noon/bus supervisor  
Seniority for year is: 1 year as aide and .5 year as noon/bus supervisor

## ***ARTICLE 12-VACANCIES, TRANSFER AND PROMOTIONS***

A. A vacancy shall be defined, for purposes of this Agreement, as a position previously held by a Bargaining Unit Member, or a newly created position within the bargaining unit.

B. Whenever a vacancy occurs or is anticipated, the Office of Personnel shall immediately notify the MESPA President.

C. Vacancies will be filled within a reasonable time frame when deemed necessary by the Superintendent or his designee, and partial positions will be combined when, it is reasonably possible to do so.

D. The Board declares its support of a policy of filling vacancies from within the bargaining unit. Therefore, as agreed to in Article 13, Section B, (1) Health Care Aides & Program Aides & Classroom Overload Aides; (2) Detention; (3) Noon Hour / Bus Line Supervisors; and (4) Interpreters / Special Ed. Asst. are considered as four separate groups with qualifications being considered as well as seniority in filling any classroom or special education aide position. The district shall consider internal candidates for vacant positions before said postings are made outside the district.

E. Any Bargaining Unit Member may request a transfer after the satisfactory completion of the probationary period, which shall be for a period of thirty (30) days. The bargaining unit member shall have the right to return to his/her original position.

F. Any bargaining unit position that is to be vacant during an approved temporary leave for 30 days or more, due to a leave of absence, shall be posted. If the member returns within 90 days, they will be allowed to return to their vacated position, if it is still available.

G. Requests for transfer shall be made in writing, a copy of which shall be filed with the Office of Personnel, one copy with MESPA and another copy will be submitted to the immediate supervisor.

H. Bargaining Unit Members who have requested transfers shall be given preference over new appointments or promotions to available positions within their same classification.

I. All vacancies shall be posted in the general office, kitchen and/or lounge of each building of the district for five (5) work days. Said posting shall contain the following information:

1. Type of work.
2. Location of work.
3. Starting date.
4. Hours to be worked.
5. Minimum requirements.

Interested Bargaining Unit Members may apply in writing to the superintendent or his designee, with a copy to the MESPA President, within the five (5) day posting period.

## ***ARTICLE 13 - STAFF REDUCTIONS***

A. When, in the judgment of the Board, reductions in personnel are necessary, the final decision will be made by the Board. Any bargaining unit member subject to lay-off in accordance with this Article shall be provided two weeks prior notification of layoff.

B. The Board and the Professional Negotiations Committee agree that lay-offs will occur in the inverse order of seniority. The district will notify the least senior employee in the district of lay-off. The seniored bargaining unit members whose specific position is eliminated or reduced may bump a less senior person in the district, or volunteer for lay-off as per C. The least seniored person will be considered displaced once reassignment has occurred in the district in accordance with seniority; any new or vacant positions will be available for the displaced employees according to seniority. All current displaced employees who have not been assigned will be notified of lay-off. For the purpose of lay-off and recall, teacher aides, corridor/study hall monitors, noon hour/bus line supervisors and interpreters/program assistant shall be considered as four separate groups, with no bumping rights from one group to another.

C. In the event of necessary reduction in staff, the employer shall first lay off those Bargaining Unit Members who volunteer providing there is no additional cost to the school district due to a difference in seniority or in hours worked. These Bargaining Unit Members who volunteer shall not lose unemployment benefits.

D. Bargaining Unit Members who are laid off shall suffer no loss of sick leave benefits or seniority accrued for that contract year.

E. Bargaining Unit Members who are laid off during a contract year shall be credited for their actual time worked on a pro-rated basis for the year for purposes of placement on the salary scale.

F. Recall to employment shall be in the inverse order for lay-offs, as determined by the program(s) offered by the board subject to Article 9 Seniority Schedules.

G. Upon recall, all accrued benefits in Escanaba shall be restored to the Bargaining Unit Member.

H. Bargaining Unit Members shall be notified of recall by registered letter and shall have seven (7) calendar days to respond. If he/she does not respond by that time, he/she shall be considered resigned.

I. The parties agree that all classroom positions shall be for a minimum of one semester. If the employee's assignment changes, they shall be reassigned an open position in their building, if available, otherwise will be employed in the district for assignments wherever warranted. If the situation changes in the building during the semester, the affected employee may be put in the position without posting that position.

### ***ARTICLE 14 – PAID LEAVES***

A. Bargaining Unit Members shall be granted sick leave at the annual rate of ten (10) days, up to 80 hours, per year, such days to accumulate to 140 days (1120 hours) for sick leave purposes/utilization only: for purposes of terminal leave as defined in Article 18, Paragraph B, the maximum accumulation shall be 110 (880 hours). Sick leave is to be used in a minimum of one (1) hour increments, or their daily time whichever is less. In the event of the death of the bargaining unit member, terminal leave shall be paid to the heirs or designated beneficiary of the employee. Sick leave may be used for a death in the immediate family. The term immediate family shall be defined: spouse, children, step-children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. Bereavement leave for in-laws is capped at 5 days per year.

B. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.

C. In addition to the prescribed sick leave, each employee shall be allowed three (3) days per year, non-cumulative, for personal business - death or sickness of distant relatives, of friends, religious observances, or time necessary to conduct personal business impossible to handle outside normal school hours provided notification is given in advance. It is further agreed that except in case of emergency this leave may not be used for vacation, recreation, household chores, or contiguous to a holiday, or the first day of a semester without prior approval.

If the allowed personal days remain unused at the end of the school year, they will be paid to the employee at 50% of their regular daily rate of pay or \$20.00 per day, whichever is greater.

D. The Association may be granted three hours per month, or 6 days per year, for the purpose of conducting Association business or attending meetings, providing that the Association will reimburse the district for such expenses. The Association President shall notify the Superintendent of individuals authorized to use such days.

E. All employees utilizing sick leave will tender a medical certificate upon request of the employer.

F. Employee requests for leave time without pay, "dock days," shall be at the discretion of the administration; and, if granted, shall not set a precedent.

### ***ARTICLE 15 - INCLEMENT CONDITIONS***

A. Nothing in this agreement shall require the Board to keep offices, school and administration open in the event of inclement weather, or when otherwise prevented by an act of God. When the schools are closed to students, due to the above conditions, all Bargaining Unit Members shall not be required to report to their job assignments.

B. An employee who had previously made arrangements for paid leave provided for in Article 14 shall not have the day(s) charged against such leave in the event that school is not in session due to inclement weather.

C. Employees shall be paid for two (2) "Act of God" days in accordance with their regular hours.

### ***ARTICLE 16 - JURY DUTY***

A Bargaining Unit Member who serves on jury duty shall be reimbursed on a bi-weekly basis, for the difference between the jury duty stipend and his/her regular board salary for days served. Bargaining Unit Members, when summoned to jury duty, should respond to such summons and shall not be charged for the days served.

### ***ARTICLE 17 - LEAVE POLICY***

A. The Board, upon written request, may grant a leave of absence for a period not to exceed one (1) year, subject to renewal at the will of the Board. A leave of absence for physical or mental disability, without request, may be granted for a period not to exceed one (1) year.

B. Types of leaves of absence are: illness, military, study, personal business, government and/or professional service. In the event an employee is requested to perform government service, the employee shall receive uncompensated leave time up to 5 days per year during the school year.

C. A leave of absence for study, personal business, or government and/or professional service shall not be granted during the first year following employment.

D. Bargaining Unit Members returning from leave shall be expected to remain in the Board's employment for at least one (1) year.

E. Upon request of the employee a leave for purposes of childbirth or child care shall be granted without pay. The employee may be required to present approval from the attending physician that she is unable to continue work or to return to work for an anticipated disability. Such notice shall be in accordance with FMLA guidelines.

F. Elected or appointed officers of the MESPA shall upon request, be granted professional service leave of absence without pay, for a period of one (1) year. Such leave may be extended upon request, from year to year.

G. The representatives of the school district and the Association agree that it is their mutual intent and understanding to fully comply with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). Employees eligible for the FMLA will be required to utilize paid leave during their FMLA leave time. Any time remaining after exhaustion of paid sick and personal leave, shall be unpaid time for up to 12 weeks under FMLA. FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA. Nothing in this provision shall limit the Board from granting an unpaid medical leave. Employees may retain three (3) sick and/or personal days as they utilize FMLA.

## ***ARTICLE 18 - RETIREMENT***

A. Retirement benefits shall be in accordance with the rules of the Michigan Public School Retirement System. All Bargaining Unit Member shall automatically become members of the Retirement System.

B. Upon retirement, the Bargaining Unit Member shall be paid at 75% of his/her current salary level, for unused sick leave days as per Article 14, Section A.

C. A Bargaining Unit Member may receive this terminal leave pay upon retirement from the School District after 15 calendar years of employment, or if they retire from employment with the District after having reached age 62 while in the employ of the District, regardless of how many years they have worked for the District. The employee need not qualify for retirement under paragraph "A" in order to receive this benefit, but need only to meet the requirement of this sub-section.

D. Sections B and C of this Article shall apply only to employees hired prior to November 11, 1999.

## ***ARTICLE 19 - HOLIDAYS***

A. All Bargaining Unit Members shall be paid for the following holidays: Thanksgiving Day, the day following Thanksgiving, Christmas Day, New Year's Day, Good Friday, Memorial Day and deer day.

B. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday should fall on Sunday, the following Monday shall be observed as the holiday.

## ***ARTICLE 20 - BARGAINING UNIT MEMBER SELF-IMPROVEMENT***

A. The parties support the principle of continuing education for Bargaining Unit Members and participation by Bargaining Unit Members in their professional organizations.

B. Upon prior approval of the Superintendent or his designee, any Bargaining Unit Member who enrolls in, and successfully completes courses related to his/her responsibilities at an accredited college or university or supported by the Board, shall receive reimbursement from the Board for seventy-five (75%) of tuition.

C. Upon prior approval of the Superintendent or his designee, the Board shall provide funds to permit Bargaining Unit Members to attend selected professional conferences/training related to their specific present assignment with full expenses paid by the Board.



D. If at any time, presently employed bargaining unit members are required by law and/or state mandated agency, to have additional training, it shall be at the district's expense.

## ***ARTICLE 21 - PERSONNEL FILES AND EMPLOYEE COMPETENCE***

A. A Bargaining Unit Member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after the initial employment, and to have a MESPA representative present at such review.

B. No material originating after the initial employment shall be placed in a Bargaining Unit Member's personal record unless he/she has had an opportunity to review said material. The Bargaining Unit Member may submit a written notation regarding any material and the same shall be attached to the material in question. If the Bargaining Unit Member believes the material placed in his/her file is in error, he/she may receive the remedy as requested through the grievance procedure. If a Bargaining Unit Member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.

C. Before a Bargaining Unit Member is rated unsatisfactory in his/her job performance, the administrator shall meet with the individual at least one (1) month prior to such a rating being submitted in order to put the Bargaining Unit Member on notice that his/her job performance is not satisfactory; and to discuss means of improvement. Written summaries of such a conference shall be prepared by both the Bargaining Unit Member and the administrator. Copies of the summaries shall be exchanged.

D. A Bargaining Unit Member shall be notified, in advance, when possible in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have a MESPA representative present.

E. No non-probationary employee shall be discharged, disciplined or deprived of advantages without just cause. During the probationary period (30 days) new hires may be terminated and such matter shall not be subject to the grievance procedure.

## ***ARTICLE 22 - BARGAINING UNIT MEMBER PROTECTION***

A. No Bargaining Unit Member shall be left in a building alone.

B. Any case of assault upon a Bargaining Unit Member shall be promptly reported to the Board. The Board will reimburse the Bargaining Unit Member for the cost of legal counsel up to \$500 to advise the individual of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the Bargaining Unit Member in connection with handling of the incident by law enforcement and judicial authorities.

C. Time lost by a Bargaining Unit Member in connection with any incident mentioned in this Article shall not be charged against the Bargaining Unit Member's sick leave even though the regular gross earnings shall be maintained.

D. The Board shall reimburse Bargaining Unit Members for any loss, damage, or destruction of clothing or personal property while on duty. However, the Board will not be obligated to pay if the employee is negligent.

E. In the event a complaint or charge is made by any person or group not employed by the Board against any Bargaining Unit Member, the Bargaining Unit Member shall be given full information with respect thereto and with respect to any investigation conducted by the Board, unless prohibited by law.

## ***ARTICLE 23 - INSURANCE PROTECTION***

A. The Board shall adopt the necessary resolution and do all those things necessary to provide the Association members a payroll deduction for the right to benefits of any MESSA programs.

## ***ARTICLE 24 - INFORMATION***

A. The Board agrees to furnish to the MESPA in response to written requests, any information allowed by FOIA, and such other information as will assist the MESPA in developing intelligent, accurate, informed, and constructive programs on behalf of the MESPA, together with information which may be necessary for the MESPA to process any grievance or complaint. Such information as provided in this section shall be without cost to MESPA.

B. The rights granted herein to the MESPA shall not be granted or extended to any competing labor organization.

## ***ARTICLE 25 - ASSOCIATION ACTIVITIES***

A. The MESPA and its representatives shall have the right to use Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program. No charge shall be made for use of the buildings prior to the beginning of the workday nor until 10:00 P.M.

B. The MESPA shall be permitted to transact official MESPA business on Board property at all reasonable times, provided that it shall not interfere with, or interrupt, normal operations.

C. MESPA members shall have the right to distribute MESPA materials to other Bargaining Unit Members so long as such distribution does not interfere with the normal operation of the work area or his/her job performance.

D. The MESPA members shall be permitted to use Board equipment, including typewriters, mimeograph machines, duplicating machines, copying machines, calculating machines and audio-visual items, when such equipment is not otherwise in use. The MESPA shall pay for the reasonable cost of all materials and supplies incident to such use.

E. Whenever the president of the local affiliate of the MESPA and up to 2 members are mutually scheduled, during working hours, to participate in conferences, meetings, or negotiations, he/she shall suffer no loss of pay, and when necessary, with the approval of the superintendent or his designee, substitute service may be provided.

## ***ARTICLE 26 - RIGHT TO MANAGE***

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing, the right:

(a) to manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, material or methods of operation:

(b) to introduce new equipment methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased:

(c) to determine the size of the work force and increase or decrease its size;

(d) to hire, assign, lay off, and discharge employees, to reduce the work week, or the work day or effect reduction in hours worked by combining layoffs and reductions in work week or work day, to set hours of employment and to set times during the work day of all shifts;

(e) to direct the work force, assign work and determine the number of employees assigned to operations;

(f) to establish, change, combine or discontinue job classifications and prescribe and assign new job duties, content and classification; to establish the number of people needed or used in all classification.

(g) to make rules and regulations not inconsistent with the terms hereof.

## ***ARTICLE 27 - LIMITATIONS OF AUTHORITY AND LIABILITY***

The Union will not authorize, sanction, condone, nor acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature, including, but not limited to, slowdowns, stoppages of any kind, sit-ins, "blue-flu", and picketing or demonstrating of any kind, during contracted work hours, in reference to the Employer. The Employer shall have the right to discipline, including discharge, any member of the bargaining unit for taking part in any activities or conduct violating this Article.

## ***ARTICLE 28 - INSURANCE BENEFITS***

Each MESPA member working three (3) or more hours per day shall be given the right to elect either of the benefit programs for the duration of this contract.

Option A – Beginning January 1, 2007, members shall have the option to choose the Super Care I (\$50 per month co-pay) or Choices II (no co-pay) health plan. Both plans will have a \$10/\$20 drug card (prescription co-pay). Both/either plan shall be with the Board contributing as follows:

5 hours or more	100% of single subscriber rate (12 months)
4 hours, up to 5 hours	75% of single subscriber rate (12 months)
3 hours, up to 4 hours	50% of single subscriber rate (12 months)

As of July 1, 2007 all eligible employees who qualify for health coverage shall take the Choices II plan. Super Care shall no longer be an option.

June, July, and August partial premiums, if due, will be deducted as occurs with all other staff members.

Life Insurance - \$26,000 A.D.&D.

Option B - Those employees working three (3) or more hours per day who do not elect to take the health plan shall receive the following package of MESSA benefits without cost to the employee:

Delta Dental Plan - 80/80/80 E-07  
Vision Care - VSP III  
Life Insurance - \$26,000 A.D.&D.

Option C – Those employees working three (3) or more hours per day who do not elect to take the health plan or Option B, may elect an annuity in an amount equal to the cost of the Option B package that they would otherwise qualify for. The Board's annuity contribution shall be frozen at the 2005-06 rate. Life insurance in the same amount as Options A & B.

It is further understood that MESSA will accept these elections as eligible definable groups. The Board will cover premium increases in the subsequent years of their agreement for these MESSA programs.

These benefits will commence as of October 1 of each year and continue for a twelve (12) month period.

## ***ARTICLE 29 - GENERAL***

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Bargaining Unit Member shall have the right freely to organize, join, and support the MESPA for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any Bargaining Unit Member in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitution of Michigan and the United States of America; that it will not discriminate against any Bargaining Unit Member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the MESPA, his/her participation in any activities of the MESPA or collective negotiations with the Board; or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained within this Agreement shall be construed to deny or restrict to any Bargaining Unit Member's rights he/she may have under the Michigan General School Laws, or the applicable laws and regulations.

C. The MESPA recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and Constitutions of Michigan and the United States of America, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

D. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree an appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, however, all other provisions of the Agreement shall continue in effect.

## ***ARTICLE 30 - PRINTING OF AGREEMENT***

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after it is signed, and shall be presented to all Bargaining Unit Members now employed, or hereinafter employed by the Board. The MESPA shall be provided with ten (10) copies at no charge to it, for its use.

## ***ARTICLE 31 - DURATION OF AGREEMENT***

This Agreement shall be effective as of November 13, 2006, and shall continue in effect through June 30, 2009. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

For the MESPA

---

Sandra Walker, MEA Uniserv

For the Escanaba Board of Education - Escanaba, Michigan

---

Dr. Thomas C. Smith, Superintendent