

AGREEMENT
BETWEEN
GRAND LEDGE BOARD OF EDUCATION
AND
MEA/NEA UNIT IV

TEACHER ASSISTANTS
HEALTH CARE ASSISTANTS
BUS ASSISTANTS
ADVENTURE CLUB HEAD CAREGIVERS
ADVENTURE CLUB CAREGIVERS

JULY 1, 2012– JUNE 30, 2013

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PREAMBLE

WHEREAS the Board has an obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to negotiate with representatives of its Teacher Assistants, Health Care Assistants, Bus Assistants and recognized Adventure Club personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS the parties have reached certain understandings through extended and deliberate professional negotiations, it is hereby agreed as follows:

AGREEMENT

This agreement entered into by and between the Board of Education of the Grand Ledge Public Schools, Grand Ledge, Michigan, hereinafter called the "Board," and the Grand Ledge Paraprofessionals Unit IV, MEA/NEA hereinafter referred to as the "Association."

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the MEA/NEA as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all Teacher Assistant, Health Care Assistant and Bus Assistant personnel employed by the Board and all Adventure Club employees employed by the Board, excluding supervisor or designees, summer employees and all others.

For the purposes of this Agreement, the term "bargaining unit member" shall refer to all personnel covered by this Agreement. The term "Teacher Assistants", "Health Care Assistant", "Adventure Club Caregivers" and "Adventure Club Head Caregivers" shall refer only to personnel employed in those specific positions. The term "Bus Assistants" shall refer to bargaining unit members who assist with the transportation of students in school buses.

- B. The Board agrees not to negotiate with any labor organizations other than the Association for the duration of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict the right of the individual bargaining unit member to confer with and raise issues of problems with appropriate supervisory personnel.

ARTICLE 2 – ASSOCIATION SECURITY

- A. All bargaining unit members as a condition of continued employment shall either:
1. Be a member of the Association, or
 2. Pay to the Association a monthly service charge in a legally permissible amount not to exceed an amount equivalent to the dues of the Association.

B. The procedure in cases of non-compliance with the above provision shall be as follows:

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, with return receipt requested, explaining to the employee the delinquency in tendering the service fee, specifying the current amount of the delinquency, and warning the employee unless the delinquent service fee is paid or a properly executed deduction form is tendered within fourteen (14) days, the employee will be reported to the school district and a deduction of the service fee will be made from the employee's salary pursuant to applicable law.
2. If the bargaining unit member fails to comply the Association shall give a copy of the letter sent to the delinquent bargaining unit member, proof of service and the following written notice to the district at the end of the fourteen (14) day period:

“The Association certifies that _____ has failed to tender the periodic service fee required as a condition of continued employment under the current Master Agreement and demands that, under the terms of the Master Agreement, the school deduct the delinquent service fee from the collective bargaining unit member's salary. The Association certifies the amount of the service fee includes only local, regional, state, and national fees as authorized by law.”

The district, upon receipt of said notice and request for deduction, shall act pursuant to the above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The association, in enforcing this provision, agrees not to discriminate between bargaining unit members. No employee will be terminated while any appeal relative to service fees is pending. To the extent permitted by law, the district will continue to deduct from the above employee's wages the service fee, while employed by the District.

- C. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency cost that may arise out of or by reason of action by the Board for the purpose of complying with this Article.

ARTICLE 3 - BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan, and/or the management and control of school properties, facilities, grades and courses of instruction, materials used for instruction, and the selection, direction, transfer, promotion, demotion, discipline or dismissal of all personnel.
- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 4 - EMPLOYEE RIGHTS

- A. A bargaining unit member engaged during the working day in negotiating on behalf of the Association with any representative(s) of the Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. Office mailboxes and bulletin boards in lounges and workrooms shall be made available to the Association and its members.
- B. All grievances and negotiation activities shall take place after the workday unless specifically approved by the Board or its agent in advance. Such approved activities shall be without loss of pay for participants.
- C. The Board agrees to make available to the Association for viewing and reproduction all pertinent information considered to be public in nature concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other appropriate information required by the Freedom of Information Act as will assist the Association, upon request of the Association.

ARTICLE 5 - PROTECTION OF EMPLOYEES

- A. LEGAL AND PHYSICAL
 - 1. Bargaining unit members are covered under the general liability policy carried by the Board of Education.
 - 2. All cases of accidents, injury, or assault involving bargaining unit members or students growing out of the exercise of bargaining unit duties or school activities shall be reported to the principal or supervisor or designee on the day of the incident. In emergency situations, the report must be filed as soon as possible if not on the day of the incident.

3. Complaints by parents or students directed toward bargaining unit members shall be called to the attention of the bargaining unit member when, in the judgment of the principal or direct supervisor or designee, such information will be of help to all concerned.

**ARTICLE 6 - WORKING HOURS, ASSIGNMENTS,
AND CONDITIONS OF EMPLOYMENT**

- A. The Board agrees to make available existing rooms, restroom, lunchroom, lavatory, and telephone facilities for the use of bargaining unit members and will provide comparable facilities in any new building programs. Long distance charges for non-professional, non-school business shall be paid by the using bargaining unit member.
- B. Adequate parking facilities shall be made available to bargaining unit members for their use whenever practical and possible.
- C. No religious or political activities of any bargaining unit member or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board except as it may affect his/her effectiveness as a bargaining unit member.
- D. All bargaining unit members shall be expected to complete the necessary physical examinations, immunizations, x-rays, etc., as required by the Board. Board paid TB tests shall be made available at the health department and must be obtained prior to employment and thereafter as required by law. The Board shall assume the cost of any second opinions it requires, as well as the cost of any Board-required physical examinations immunizations, x-rays, etc., not covered by insurance.
- E.
 1. The building principal or supervisor or designee shall determine the daily work schedule and assignment. Any bargaining unit member who is requested to work extra hours in his/her position over and above his/her regularly scheduled working hours will be reimbursed at his/her normal rate of pay. Unless such total hours exceed forty (40) hours per week, then the bargaining unit member will be compensated at the rate of time-and-one-half his/her regular pay.
 2. Prior to the beginning of each school year, building administrators or designees anticipating changes in assignments for the Teacher Assistants and/or Health Care Assistants in their building shall call a Building Assignment Meeting to solicit input. Teacher Assistants and/or Health Care Assistants will be notified of any such meeting in their building and will be invited to attend. At this meeting, they will review possible scheduling configurations for the Teacher Assistants and/or Health Care Assistants assigned to the building. Building Assignment (bidding) meetings will only occur one time per year.

3. After such a meeting, Teacher Assistant and/or Health Care Assistant assignments will be made by the building principal giving the most senior Teacher Assistants and/or Health Care Assistants in the building the greatest number of hours, provided the Teacher Assistants and/or Health Care Assistants are qualified to perform the work necessary to ensure them the greatest number of hours. To the degree possible, each Teacher Assistant and/or Health Care Assistant will be assigned to his/her former position (provided the position is still in existence and/or that the Teacher Assistant and/or Health Care Assistant has not signed a posting and been awarded a new position). If the former position no longer exists, then he/she will be given a position for which he/she is qualified with equivalent or nearly equivalent hours.
4. Contractually mandated overload hours that arise during the school year shall be assigned to the Teacher Assistant and/or Health Care Assistant already performing tasks in the affected classroom to the extent possible. Should the affected Teacher Assistant and/or Health Care Assistant have responsibilities which conflict with the extended assignment, those conflicting duties shall be offered to the most senior Teacher Assistant and/or Health Care Assistant in the building who is qualified and available for the hours. This process shall not result in a decrease of hours for any Teacher Assistant and/or Health Care Assistant unless it is a voluntary act on the part of the Teacher Assistant and/or Health Care Assistant.
5. In no case shall a Teacher Assistant and/or Health Care Assistant be assigned a schedule which would put him/her in an overtime situation.
6. A Teacher Assistant and/or Health Care Assistant assigned to a specific program and/or child which is moved from one building to another shall have the option of moving with the program and/or child without the position being posted.
 - a. If there is no reduction in the number of hours when the position is moved to another building, and the Teacher Assistant and/or Health Care Assistant opts not to go with the student and/or program, then the Teacher Assistant and/or Health Care Assistant shall be assigned to a vacancy for which the Teacher Assistant and/or Health Care Assistant is qualified (with equal or nearly equal hours - plus or minus one hour per week) within the building and for which no Teacher Assistant and/or Health Care Assistant with more seniority within the building has applied. If no such vacancy exists within the building, then the Teacher Assistant and/or Health Care Assistant shall have the right to bump the least senior Teacher Assistant and/or Health Care Assistant in the district (with equal or nearly equal hours), provided the bumping Teacher Assistant and/or Health Care Assistant is qualified to perform the job and possesses more seniority than the least senior Teacher Assistant and/or Health Care Assistant.

- b. If there is a reduction in the number of hours when the position is moved to another building and the Teacher Assistant and/or Health Care Assistant opts not to move with the student and/or the program, then Article 8 - Seniority, Layoff and Recall, Paragraph E., shall apply as if the higher seniority Teacher Assistant's and/or Health Care Assistant's job is eliminated.
- 7. When a vacancy occurs during the school year, only the personnel in that building at which the vacancy occurred may transfer to that position. If no person in the building with the vacancy applies for the vacant position, then the most senior qualified person throughout the district may apply.
- 8. The Board will have the authority to over-ride the 'seniority' rule in certain situations of Teacher Assistant assignments to Special Needs students upon mutual agreement with the Teacher Assistant unit.
- F. Bargaining unit members shall not be required to assume any supervisory responsibilities (as defined by PERA).
- G. Bargaining unit members who are requested to drive for school business by the building administrator or supervisor or designee shall be reimbursed for mileage incurred at the current rate allowed by the Board. Mileage reimbursement may be requested quarterly on forms provided and must be approved by the building administrator or supervisor or designee.
- H. There shall be a job description written to cover the generalized job duties of bargaining unit members within each classification. The Association shall be consulted in determining the content of the description.
- I. This Agreement shall be applied uniformly to all eligible members of the bargaining unit by the Employer and the Association. There will be no discrimination with respect to conditions of employment.
- J. Bargaining unit members working six (6) or more hours in one day shall be entitled to an unpaid thirty (30) minute duty-free lunch, scheduled by the supervisor or designee after consultation with the employee.
- K. Teacher and Health Care assistants working summer hours with the Adventure Club shall receive pay at their appropriate step however on the Adventure Club Caregivers wage Schedule.
- L. Adventure Club Caregivers shall be paid temporarily assigned to any higher paying classification shall receive the rate of that classification beginning the first full day of the assignment.

ARTICLE 7 - QUALIFICATIONS AND PROBATIONARY PERIOD

- A. Nothing in this Article shall prevent the Board from requiring any qualifications, so long as said qualifications can be shown to be related to the position.
- B. The Association shall be notified of the date of employment, classification, and step on wage schedule of newly employed bargaining unit members and transfers.
- C. All bargaining unit members will serve a probationary period of ninety (90) work days. During probation, employment may be terminated by either the Board or the bargaining unit member without the usual two-week notice. Probationary bargaining unit members will not be entitled to such regular benefits as sick leave or "no-fault" days, or insurance subsidies. When a bargaining unit member achieves permanent status, allowances for sick leave or "no-fault" days will be computed from the date of original hire and they shall become immediately eligible for all benefits to which they are entitled by provisions of this Agreement. Probationary bargaining unit members do not have access to the grievance procedure.
- D. New bargaining unit members hired in the bargaining unit shall be considered as probationary bargaining unit members for the first ninety (90) days of work. When a bargaining unit member finishes his/her probationary period, the bargaining unit member shall be entered on the seniority list and shall rank for seniority from the day ninety (90) days of work prior to the day he/she completes the probationary period. There shall be no seniority among probationary bargaining unit members.
- E. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except discharged and disciplined bargaining unit members.
- F. Upon completion of their probationary period, qualified bargaining unit members may receive credit for previous applicable work experience. However, in no event shall such credit be applied to exceed two (2) years.

ARTICLE 8 - SENIORITY, LAYOFF AND RECALL

- A. Seniority shall be on a district-wide basis, in accordance with the original date of hire into the bargaining unit. Two (2) lists shall be maintained, 1) a district-wide list, and 2) a building-wide list utilizing the district-wide seniority denoting classifications held. For purposes of all provisions of this Agreement, except for layoff, only district-wide seniority shall be utilized.
- B. The seniority list on the date of this Agreement will show the date of hire, names, and job titles of all bargaining unit members in the unit entitled to seniority.
- C. A bargaining unit member shall lose his/her seniority for the following reasons only:

1. The bargaining unit member quits.
 2. The bargaining unit member is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
 3. The bargaining unit member is absent for three (3) consecutive working days without notifying the Board. In extenuating circumstances, exceptions shall be made. After such absence, the Board will send written notification to the bargaining unit member at his/her last-known address that he/she has been terminated.
 4. If the bargaining unit member does not return to work when recalled from layoff, as set forth in the recall procedure. In extenuating circumstances, exceptions shall be made.
 5. Return from sick leave and leaves of absence will be treated the same as (3.) above.
 6. In certain severe cases of discipline.
- D. The word "layoff" means a reduction in the work force.
- E.
1. When a layoff takes place, Teacher Assistants and/or Health Care Assistants not entered on the seniority list shall be laid off first within each building. Thereafter, Teacher Assistants and/or Health Care Assistants having seniority shall be identified for layoff in the inverse order of their seniority within each building, i.e., the least senior Teacher Assistant and/or Health Care Assistants on the seniority list in the affected building being laid off first.
 2. In applying the layoff to a single building, if a Teacher Assistant's and/or Health Care Assistant's job is eliminated, he/she will be offered, based on order of seniority according to district wide seniority list arranged by building agreed to between the Association and the Board, the choice of any vacant position for which he/she is qualified within his/her building or the choice of displacing a less senior Teacher Assistant and/or Health Care Assistant within the building occupying a position for which the more senior Teacher Assistant and/or Health Care Assistant is qualified to perform the job.
 3. In applying the layoff to the multiple buildings, if a Teacher Assistant and/or Health Care Assistant would be laid off, the potentially laid off Teacher Assistant and/or Health Care Assistant would have the option of displacing the least senior Teacher Assistant and/or Health Care Assistants in the District (with -equal or nearly equal hours - plus or minus one hour per week). Provided that the to be laid off Teacher Assistant and/or Health Care Assistants is qualified to perform the job of the to be displaced Teacher Assistant and/or Health Care Assistant. Any displacing rights acquired by a Teacher Assistant and/or Health Care

Assistant at the end of a school year or during the summer shall not be exercised until on or after August 15th of that year.

4. The same procedure will be followed in cases of layoff affecting Adventure Club Caregivers and Adventure Club Head Caregivers, and Bus Assistants except that it will be done on the basis of the entire program (transportation and Adventure Club to be considered separate programs) and not by building. Also, any layoffs will be made by classification with Adventure Club Caregivers, Adventure Club Head Caregivers, Teacher Assistants, Health Care Assistants and Bus Assistants considered separate and distinct classifications. Displacing rights acquired by Bus Assistants and Adventure Club employees shall be exercised when they are acquired.
 5. Laid off members who fill in for absent employees shall be considered "recalled" to employment. Pay for such "recall" shall be at the regular rate of pay from the first day. At such time an employee works more than ten (10) consecutive workdays in the same position or multiple positions for twenty-one (21) workdays, all rights and privileges of the contract shall accrue. Employees considered to be "recalled" pursuant to this section need not be given a fourteen (14) day notice of layoff from the "recalled" position. However, it is understood that such work shall not impair an employee's right to regular recall.
- F.
1. Bargaining unit members to be laid off will receive at least seven (7) calendar days advance notice of layoff.
 2. In the event of a layoff, the bargaining unit member's seniority and unused sick days will be frozen at the date of layoff and restored on the day of recall. No loss of seniority will occur except for the period of layoff.
- G.
- When the work force is increased after a layoff, bargaining unit members will be recalled according to district-wide seniority, with the most senior bargaining unit members on layoff being recalled first if trained and qualified for an open position. Notice of recall shall be sent to the bargaining unit member at his/her last known address by registered or certified mail. If a bargaining unit member fails to report for work within five (5) days from the date of receipt of the notice of recall, it shall be considered a quit. In extenuating circumstances, exceptions may be made.
- Bargaining unit members shall remain on the recall list for one (1) calendar year or an amount of time equal to the laid off bargaining unit member's seniority, whichever is the longer period of time. An employee not accepting recall to a position with equal or nearly equal hours (plus or minus one hour per week) for which he/she is qualified shall be considered to have quit.
- H.
- In the event of displacement or recall when an employee changes positions, the employee shall be given up to a thirty (30) workday trial, fifteen (15) days of which shall be during the school year, in which to show his/her ability to perform on the new job. The District

will provide reasonable assistance to enable the employee to perform up to the employer's standards on the new position. If the employee is unable to demonstrate ability to perform the work required at any time during the trial period, the employee shall be returned to his/her previous assignment or laid off. Reasonable assistance shall be shadowing, orientation, reviews of current student plans, initiation; however nothing herein shall require the employer to provided previously offered training.

ARTICLE 9 - VACANCIES AND PROMOTIONS

A. Vacant positions in the bargaining unit shall be posted in a designated place in each of the school buildings in the district as well as at the Central Administration Office for a minimum of five (5) working days. A copy of each posting shall be sent to the Association President. A vacancy shall be defined as:

1. Newly created positions (i.e., Teacher Assistant time in newly created programs)
2. A block of at least two (2) contiguous hours or more per day (ten (10) hours or more per week) needs to be posted. If less than two (2) hours per day the assignment can be made by the building administrator. If it cannot be filled in the building, then it must be posted. Positions will not be awarded if a conflict exists with currently scheduled hours.
3. A position vacated by a Teacher Assistant and/or Health Care Assistant which the Employer intends to fill.

Between August 15 and September 15 of each school year, unfilled vacancies shall be considered as hours for assignment in the initial assignment process outlined in Article 6 - Working Hours, Assignments, and Conditions of Employment, Section E and will not be posted.

Unless a schedule conflict prevents it, the hours of presently employed bargaining unit members within a building by position, Teacher Assistant and/or Health Care Assistant will be offered an increase of hours on a seniority basis before additional bargaining unit members are hired provided the senior bargaining unit member is qualified for the additional work. Bargaining unit members will not be given additional hours if it would put them into an overtime situation.

Positions which are expected to exist not longer than ninety (90) working days shall be considered as "temporary" and need not be posted nor does the person filling the position become a member of the bargaining unit. If, however, the position is either expected to exist longer than ninety (90) work days, or, in fact, does exist longer than ninety (90) work days, it shall be posted as a vacancy.

B. Vacancies within the bargaining unit shall be filled on the basis of seniority and qualifications. For purposes of interpretation, where qualifications are essentially equal

between applicants, seniority will prevail. The Association President will receive notification of which applicant, whether internal or external, has been selected to fill a vacancy.

- C. When an employee changes positions, the employee shall be given up to a thirty (30) workday trial, fifteen (15) days of which shall be during the school year, in which to show his/her ability to perform on the new job. The District will provide reasonable assistance to enable the employee to perform up to the employer's standards on the new position. If the employee is unable to demonstrate ability to perform the work required at any time during the trial period, the employee shall be returned to his/her previous assignment or laid off. Reasonable assistance shall be shadowing, orientation, reviews of current student plans, initiation; however nothing herein shall require the employer to provide previously offered training.

ARTICLE 10 - SUSPENSION AND DISMISSAL

- A. Discharge or demotion of any bargaining unit member shall be made only for reasonable and just cause. The bargaining unit member shall be notified in writing by the Superintendent or designee of any discharge or demotion.
- B. In the event any bargaining unit member shall be suspended or discharged from employment and believes he/she has been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure.

ARTICLE 11 - RESIGNATION

- A. Any bargaining unit member desiring to resign shall file a letter of resignation with the Board at least ten (10) working days prior to the effective date.

ARTICLE 12 - GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.
2. The term "bargaining unit member" may include any individual or group covered by this Agreement.
3. The "aggrieved" is the person or persons making a claim.

4. The term "days" when used in this section shall be defined as days when bargaining unit members are scheduled to work when school is in session, and Monday through Friday, excluding holidays, during the summer.
- B. The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any bargaining unit member with a grievance to discuss the matter informally with the appropriate member of the administration independently. All bargaining unit members will have the opportunity of the presence of an Association Representative at any level of the grievance procedure.
- C. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary employee;
 2. Any matter involving employee evaluation;
 3. Any matter for which there is recourse under State or Federal statutes.
- D. PROCEDURE
1. The number of days indicated at each level must be strictly observed and every effort made to expedite the process. The time limits may be extended by mutual agreement, in writing. If a grievance is filed on or after June 1, the time limits may be reduced in order to affect a solution to the grievance prior to the end of the school year or as soon thereafter as is practicable.
- Pre-Grievance Level - In the event a bargaining unit member believes he/she has a basis for a grievance, he/she shall discuss the alleged agreement violation, within five (5) days of knowledge of the alleged violation, with his/her building principal or supervisor or designee.
- Level A - If the bargaining unit member, after informal discussion with the building principal or supervisor or designee, still believes an alleged agreement violation exists, a written grievance report form must be completed and filed with the building principal or supervisor or designee within five (5) days. Within five (5) days after the receipt of this written notification, the principal or supervisor or designee shall submit an answer in writing to the grievant.
- Level B - If the grievant is not satisfied with the disposition of the building principal or supervisor or designee, the grievance must be submitted to the Superintendent or designee within five (5) days. The Superintendent or designee will attempt to resolve the grievance through conferences with the bargaining unit member and principal or supervisor or designee. Conferences shall be held within

five (5) days of receipt of the written grievance report form by the Superintendent or designee. The Superintendent or designee shall, within five (5) days of the conference, report his/her decision to the grievance chairperson, in writing.

Level C - If the parties are unable to resolve the grievance at Level B, the Association, within ten (10) working days after such decision by the parties is determined, shall notify the Board in writing that arbitration of the grievance is necessary. If the parties cannot mutually agree upon an arbitrator within fifteen (15) days of notice to arbitrate, an arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in each arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree that judgment thereon may be submitted to any court of competent jurisdiction. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Level D - Appeals may be entered as provided by law.

E. MISCELLANEOUS

1. A grievance may be withdrawn at any level without precedent.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. Failure by the Association to appeal a decision within time limits specified shall bar further proceedings thereon.
4. Failure by the Board or its representatives to act upon a formal grievance within the time limits specified will result in the grievance being automatically forwarded to the next step of the procedure.
5. A grievance may be filed at Level B in cases involving loss of pay.
6. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
7. The fees and expenses of the arbitrator shall be paid by the losing party. All other expenses will be borne by parties incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE 13 - HOLIDAY/COMPENSATION

- A. The wages of bargaining unit members covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. This wage schedule shall remain in effect for the term of this Agreement.

B. 1. Teacher Assistant, Health Care Assistant and Bus Assistants

All Teacher, Health Care and Bus Assistants who work their regularly scheduled day before and their regularly scheduled day after the holiday and who would normally have worked the day of the holiday* shall be allowed days with pay as established in the school calendar adopted by the Board of Education which fall within the employee's work year between the first day and the last day of work. If a Teacher Assistant's, Health Care Assistant's or Bus Assistant's absence was due to sickness, accident, or similar cause, the person should receive full holiday pay. Such days shall include Thanksgiving Day and the following Friday, Christmas Day, Presidents' Day or Good Friday (whichever day does not have classes scheduled - if both days are scheduled days of instruction, neither day shall be considered a holiday), Memorial Day, and Independence Day, as well as two (2) non-instructional days as defined in the teachers' contract. On the two (2) non-instructional days, Teacher Assistants, Health Care Assistants and Bus Assistants may be required to work, if scheduled by their immediate supervisor or designee.

* For example, to get pay for the Friday following Thanksgiving, a bargaining unit member must normally work on Fridays.

2. Adventure Club Employees

a. All Adventure Club Caregivers and Adventure Club Head Caregivers who physically work their regularly scheduled day before and their regularly scheduled day after the holiday, and who would normally have worked the day of the holiday, shall be allowed days with pay as established in the school calendar adopted by the Board of Education which fall within the employee's work year between the first day and the last day of work. Such days shall include Labor Day, Thanksgiving Day and the following Friday, Christmas Day, New Year's Day*, Presidents' Day or Good Friday, except when the program is in operation on either day, Memorial Day and Independence Day.

*Adventure Club employees who request and are granted time off between Christmas and New Year's shall receive New Year's Day as a paid holiday, provided all other requirements for receipt of paid holidays are met. Employees scheduled to work the week between Christmas and New Year's must work all scheduled hours.

b. During the two (2) week winter break around Christmas and New Year's day (per school calendar), Adventure Club employees may request time off without pay. The Board may, in its sole discretion, grant such requests. If any of the requests are granted, they shall be granted in order of seniority. That is, the most senior employee requesting such unpaid days shall be granted the time first, and the least senior employee requesting unpaid days shall be the last to have such request

granted. Requests for this time off must normally be given to the program coordinator by December 1. Responses by the employer shall normally be made no later than December 8.

3. In order to receive pay for any holiday;
 - a. The holiday must fall between the first day of work and the last day of work within any school year calendar and work schedule of the employee.
 - b. The employee must normally be scheduled to work the day on which the paid holiday is observed. For example, for an employee to be paid the Friday after Thanksgiving, the employee must have a work schedule that includes working on Fridays. There is no intent to refuse an employee holiday pay for Christmas Day if December 25 falls on a Saturday or Sunday. The holiday pay will be for a Friday or Monday.
 - c. The employee must work the last scheduled workday preceding the holiday and the first scheduled workday following the holiday. An employee who is absent on a paid leave day shall be considered to have worked the day.
- C. When school is declared closed due to inclement weather, heating problems, road conditions, or other situations the employer has no control over, bargaining unit members will not be required to work and will be paid for the day. If the lost day is scheduled for make up as per the ECEA Agreement, bargaining unit members will be required to work that make up day without pay. When the beginning of a school day for students is delayed due to fog, adverse weather conditions or any other emergency condition, Teacher Assistants and Health Care Assistants shall report according to the procedure followed by the teachers of the Grand Ledge Public Schools. Caregivers and Head Caregivers shall report at their regular starting time on delay days. Caregivers and Head Caregivers shall be paid time and one-half (1.5 x hourly rate) for any and all hours worked on delay days that are in addition to their normal schedule.
- D. The payroll office shall make payroll deductions upon written authorization from a bargaining unit member for annuities, insurance options, credit union, and Association dues or representation fee in lieu of dues.
- E. On the two (2) non-instructional days in B., 1., above, Teacher and Bus Assistants may be scheduled to attend in-service programs with authorization from their immediate supervisor or designees (Principal or Transportation Supervisor or designee).
- F. The District will continue to exercise its right to package assignments of paraprofessionals and will be consistent as reasonably practicable. The district will pay for downtime of five (5) minutes or less.

ARTICLE 14 - LEAVES

It is the intention of this leave policy to provide reasonable protection against loss of salary for those absences from work caused by accidents, illness, personal emergencies, and deaths. False reports for reasons for absence shall cause a notation (with a copy to the bargaining unit member) to be entered in the bargaining unit member's permanent records file.

A. PERSONAL ILLNESS OR INJURY LEAVE

1. All Teacher and Bus Assistants will receive seven (7) personal time-off days a year.
2. Any of the allowed days not used will be credited to the Assistant's record and be accumulated to a maximum of 180 days.
4. The Assistant shall file (immediately upon return from any absence) with the building principal a written absence report form furnished by the Board of Education setting forth the reason for absence; i.e., personal leave, other absences.
6. Upon retirement or resignation from employment, an Assistant with a minimum of twelve (12) years of service shall be paid for all unused leave time based on one-half his/her current rate. In cases of death, full payment shall be made to the beneficiaries or to the Assistant's estate if there are no beneficiaries. In no event shall such payments exceed the following percentages of an Assistant's average annual income from Grand Ledge Public Schools over the last three (3) years of employment:

20 years or more	23%
16 years to 19 years	18%
12 years to 15 years	13%

B. EXTENDED LEAVE OF ABSENCE

1. When it is determined, either by mutual agreement or a doctor's statement, that a bargaining unit member cannot fulfill his/her job description, the bargaining unit member may request a voluntary leave of absence (includes personal illness, maternity, etc.). All requests must be submitted in writing through his/her immediate supervisor or designee to the Superintendent or designee. If the leave is granted, it will be without pay or benefits. The full conditions of the agreement, including the assignment of the bargaining unit member upon return and the effect, if any, on the salary schedule, must be put in writing to the bargaining unit member.
2. Any member of the bargaining unit that requests and receives a leave of absence shall have the right to return to the same position in regard to hours worked and at the same wage schedule as was held at the time the leave was granted.

C. OTHER LEAVES

Leaves of absence with full pay not chargeable against the Teacher, Health Care, or Bus Assistant's sick leave shall be granted for the following reasons:

1. Absence when an Assistant is called for jury duty. The Assistant shall pay back to the District any money received from court less any mileage reimbursement.
2. Time necessary for appearance in any legal proceedings connected with the Assistant's employment or with the school system if the Assistant is required by law to attend, unless the Assistant is the charging party.

Adventure Club Caregivers and Adventure Club Head Caregivers shall not suffer a reduction in pay due to absence caused by jury duty.

- D. Bargaining unit members who will be absent for reason of illness or injury shall be informed of a person (with phone number) whom they should call to report unavailability for work. Bargaining unit members shall be informed of a reasonable deadline for making such calls. It shall be the responsibility of the administration to hire a substitute if one is to be provided.

- E. All Adventure Club Caregivers with less than five (5) years of service shall earn one (1) "no-fault" day per month up to a maximum of nine (9) days per year. Adventure Club Caregivers with five (5) years of service or more and all Adventure Club Head Caregivers shall earn one (1) "no-fault" day per month up to a maximum of fourteen (14) days per year. Such days may be used for personal illness, personal business or vacation. Days used for vacation and personal business must be scheduled at least forty eight (48) hours in advance with the approval of the supervisor or designee. Such days must be used by December 31st following the fiscal year in which they were earned or they will be lost. All accumulated "no-fault" days must be used before unpaid time off is granted.

1. After three (3) years of service as a bargaining unit member, "no fault" days will be credited at the beginning of the fiscal year. "No fault" days used before they would have been earned on a monthly accrual basis shall be reimbursed by an employee separating employment with the District.
2. An employee who does not use any unpaid time beyond "no-fault" days, excluding authorized unpaid time off during the Christmas Break, in a year shall receive \$300. An employee who uses no more than one (1) day beyond "no fault" days shall receive \$200. An employee who uses no more than two (2) unpaid days beyond "no-fault" days shall receive \$100. An employee who uses more than two (2) unpaid days beyond "no-fault" days shall not receive the extra pay.
3. "No fault" days used as vacation time will generally be scheduled thirty (30) days in advance. All requests shall be in writing and given to the immediate supervisor or designee. The immediate supervisor or designee shall respond to the request promptly. If two or more employees request the same day(s) the supervisor or

designee will ask the employees to work out their requests. If they are unable to do so and the supervisor or designee is intending to grant one or more of the requests, then seniority order shall be followed [i. e. the employee(s) with the most seniority request(s) being granted].

4. The Grand Ledge Public Schools will continue to allow, when it can, Adventure Club employees to have requested days off preceding and following holidays. Grand Ledge Public Schools will inform, either verbally or in writing, the employee requesting such time off they will not be paid for the holiday(s). Employees will be asked to verify, either verbally or in writing, their understanding and agreement.

ARTICLE 15 - INSURANCE PROTECTION

- A. Worker's Compensation - Any bargaining unit member who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan except that his/her pay shall be adjusted to the difference between regular pay and loss-of-time benefits paid by Worker's Compensation to the extent covered by accumulated sick leave or "no-fault" days.
- B. Adventure Club Head Caregivers with less than 20 hours/week:

\$73.07 per month. To be applied as follows: The employee will choose insurance options available through the District or use any remaining amount to be paid to the employee as cash through the negotiated Section 125 Plan.

Adventure Club Head Caregivers with twenty (20) or more hours per week, and those Adventure Club Caregivers with at least five (5) years of service and twenty (20) or more hours/week:

\$144.11 per month. To be applied as follows: The employee will choose insurance options available through the District or use any remaining amount to be paid to the employee as cash through the negotiated Section 125 Plan.

Effective June 29, 2012, the provisions of Article 15, Paragraph B shall no longer be operative for Teacher Assistants, Health Care Assistants and Bus Assistants. Those provisions will be regarded as having been removed from this Agreement on that date and redistributed on the Appendix A – Wage Schedule.

- C. The Section 125 Plan that is agreed to by the teachers' union shall be considered the "negotiated Section 125 Plan" for this bargaining unit.

It is to be understood that, at the option of the employee, the entire amount of insurance

subsidy may be applied to the purchase of insurance carrier selected by the Board health insurance as appropriate, with the employee paying by payroll deduction any amount of the monthly premium not covered by the above subsidy. During the summer months, employees must provide the Employer with payment of the employee contribution by certified or personal check prior to the first day of the month for which coverage is being continued. Failure to provide such payment shall result in the cancellation of the insurance coverage.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- B. Copies of this Agreement shall be printed by the Board of Education and furnished to all bargaining unit members now employed or hereafter employed by the Board. The Association shall pay for half of the cost of printing the Agreement.
- C. If any provisions of the Agreement or any application of the Agreement to any bargaining unit member shall be found contrary to law, then such provision or application to the bargaining unit member shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- E. The Association and Board recognize that strikes and other forms of work stoppages by bargaining unit members are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any bargaining unit member take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other

interruption of activities in the school system. Failure or refusal on the part of any bargaining unit member to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

- F. At the beginning of the work year each bargaining unit member shall be provided a copy of the evaluation form to be used in evaluating the employee. Thereafter, each bargaining unit member should be provided a written evaluation of the quality of his/her services each school year. A copy of such evaluation shall be provided to the bargaining unit member and a copy shall be placed and retained in the bargaining unit member's personnel file. Failure to provide such annual evaluation shall constitute presumption of satisfactory performance.
- G. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written Agreement between, and executed by, the District and the Association.

ARTICLE 17 - SCHOOL IMPROVEMENT PLANS

- A. A School Improvement Plan shall be defined as a plan, program or process required under Section 1277 of the School Code of 1976 (1990 P.A. 25) or corresponding provisions of the State School Aid Act, 1979 P.A. 94, as amended.
- B. Recommendations made by a site-based committee at the building level shall not violate any of the rights secured to the Board or the Association under this Agreement.
- C. Any provision(s) of a SIP or applications thereof affecting the wages, hours and/or terms and conditions of employment, or the impact of any wages, hours and/or terms and conditions of employment of any bargaining unit member must be ratified by the Board and the Association prior to being implemented.
- D. Individual membership in SIP/BET shall be voluntary.
- E. Employees will be paid for SIP/BET meetings which they are required to attend, which are held during the employees' regular working hours.
- F. Participation or non-participation in SIP/BET shall not be used as criteria for evaluation, discipline or discharge.
- G. Areas identified for school improvement planning are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff.

ARTICLE 18 - NEGOTIATION PROCEDURES

- A. It is contemplated that matters included in this Agreement and other areas of common concern to the parties shall be subject to negotiation by mutual agreement between them from time to time during the period of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering the resolving of any such matters.

- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and, each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

ARTICLE 19 - DURATION

The Agreement shall be effective as of July 1, 2012, and shall continue in effect for one year until the 1st day of July 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless extended by mutual agreement in writing.

BOARD OF EDUCATION OF GRAND LEDGE PUBLIC SCHOOLS

Stella Waugh

AA

[Handwritten signatures]

Date

Unit IV, MEA/NEA

Denise L Haskeel *President IV*

5.24.12

Date

APPENDIX A - WAGE SCHEDULE

Grand Ledge Public Schools
2012-2013

Teacher Assistants and Bus Assistants	
Step	2012-2013
1	10.00
2	10.61
3	11.07
4	11.63
5	12.86

Health Care Assistants	
Step	2012-2013
1	14.99
2	15.50
3	16.02
4	16.53
5	16.71

Adventure Club Caregivers	
Step	2012-2013
1	8.35
2	9.07
3	9.65
4	10.20

Adventure Club Head Caregivers	
Step	2012-2013
1	11.39
2	12.73
3	14.11
4	14.67

B. LONGEVITY

1. Effective every June 1, any bargaining unit member who has completed ten (10) years [or who will have completed ten (10) years by the completion of the current school year] of employment in the Grand Ledge Public Schools in a bargaining unit position covered by this Agreement shall receive an additional \$150.00 in his/her last paycheck of the work year.
2. Effective every June 1, any bargaining unit member who has completed fifteen (15) years [or who will have completed fifteen (15) years by the completion of the current school year] of employment in the Grand Ledge Public Schools in a bargaining unit position covered by this Agreement shall receive an additional \$175.00 in his/her last paycheck of the work year.
3. Effective every June 1, any bargaining unit member who has completed twenty (20) years [or who will have completed twenty (20) years by the completion of the current school year] of employment in the Grand Ledge-Public Schools in a bargaining unit position covered by this Agreement shall receive an additional \$200.00 in his/her last paycheck of the work year.

- C. Wage schedule changes shall be effective on July 1 of each year. An employee will receive the next step in numerical order from the step held at the end of the prior school year. A bargaining unit member who begins employment on or before January 1 will be eligible for the next step on the salary schedule on July 1.
- D. The normal work year for Teacher Assistants consists of the following:
 - 1. All student instructional days
 - 2. Two non-instructional days per Article 13 – Holidays/Compensation, Paragraph B.
- E. The normal work year for Adventure Club employees will be fifty-two (52) weeks unless it is changed by mutual consent of the employee, supervisor or designee, and the Superintendent or designee.

APPENDIX B

GRAND LEDGE PUBLIC SCHOOLS
MEA/NEA UNIT IV
GRIEVANCE REPORT

Grievance # _____ Date _____

PRE-GRIEVANCE LEVEL

1. Date Cause of Grievance Occurred _____

2. Statement of Grievance _____

3. Article/Section of Contract Allegedly Violated _____

4. Relief Sought _____

5. Date of Informal Discussion _____

6. Written Result of Discussion _____

Signature of Grievant

Date

LEVEL A

1. Date Received at Level A _____

2. Disposition of Principal/Supervisor or designee _____

Signature of Principal/Supervisor or designee Date

3. Date Received by Grievant/Association _____

LEVEL B

1. Date Received at Level B _____

2. Date(s) of Conference(s) _____

3. Disposition of Superintendent or designee _____

Signature of Superintendent or designee Date

4. Date Received by Grievant/Association _____

LEVEL C

1. Position of Grievant/Association _____

2. Date Demand for Arbitration Received by Board _____

3. Date of Arbitration Hearing _____

4. Arbitrator Decision _____

LEVEL D

1. Date of Appeal _____