

# ***MASTER CONTRACT***

**Kearsley Community Schools  
Board of Education**

*And*

**Kearsley Educational  
Support Personnel Association**

**July 1, 2009**

*to*

**June 30, 2011**

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## **ARTICLE I Recognition**

- A. The Board of Education recognizes the Kearsley Educational Support Association (KESPA) as the exclusive representative of all full-time and regular part-time clerical, secretarial, and media aide employees; excluding confidential employees, temporary employees, substitutes and students enrolled for work experience or credit.

## **ARTICLE II Board Rights**

- A. The KESPA recognizes and agrees that the Board, as the employer, has the responsibility and the authority to manage and direct, by the establishment of and administration of policy, on behalf of the public, all the operations and activities of the Kearsley Community School District to the full extent of the law.
- B. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to the following:
1. Full and exclusive control of the management of the school district; the supervision of all operations; the methods, processes, means and personnel by which any and all work will be performed; the control, property, and the composition and assignment of the size and type of its working forces.
  2. The right to change or introduce new operations, methods, processes, and the right to determine to what extent work shall be performed by bargaining unit members.
  3. The right to hire, establish and change work schedules, set hours of work; establish and eliminate classifications, assign, transfer, promote, demote, release and lay-off bargaining unit members.
  4. The right to determine qualifications of bargaining unit members.
  5. The right to discipline, suspend, and discharge bargaining unit members and to maintain an orderly, effective, and efficient operation.

- C. Waiver:

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 the Agreement. Therefore, the District and the KESPA for the life of this Agreement each voluntarily and unqualifiedly agree that the other shall not be obligated to bargain collectively 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 that they negotiated or signed this Agreement; however, either party may request that negotiations be open and for a specific purpose, and, upon consent of the other party, negotiations shall take place on issues specified.

- D. Entire Agreement:

This contract constitutes the sole and entire Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the life of the contract.

E. Past Practice:

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

F. Severability:

If any provision of the Agreement or any application of the Agreement to any bargaining unit member shall be found contrary to law, then such provision of application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

### **ARTICLE III Association Rights**

A. KESPA shall have the right to use building facilities and equipment consistent with Board policy. KESPA shall pay for the reasonable cost of all materials and supplies incident to such use. KESPA shall have reasonable use of inter-school mail services.

B. The parties agree that union business shall not be conducted during work hours. However, the parties also realize that union officers from time to time need to perform associated duties. Toward this end, the parties agree that union officers may be released from their regular duties, at times mutually agreeable to their immediate supervisor(s), up to one hour per semester.

The Association president or designee shall be provided with five (5) release days annually to conduct Association business and/or attend Association conferences. Requests for release time shall be made in writing two (2) weeks in advance and approved by the Human Resource Director.

C. The Board agrees to provide a payroll deduction plan for those bargaining unit members properly enrolled in any financial institution.

D. The Board agrees to provide voluntary deductions as approved by the Board and the bargaining unit such as: annuities, charitable contributions, insurance, etc.

E. Once enrolled, the Business Office of the Kearsley Community Schools shall not be required to make more than one change in enrollment status of any approved deduction plan during the school year. Request for more than the one change, due to extenuating circumstances, shall be in writing and shall be approved, if a reason satisfactory to the employer is provided.

F. Each bargaining unit member shall have access to and right to inspect and to acquire copies of their personnel file in accordance with the provision of Public Act 397.

- G. No person or persons shall be discriminated against on the basis of race, age, sex, creed, color, national origin, marital status, or membership in or association with the activities of KESPA.
- H. 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 KESPA 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 Constitutions 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 KESPA, his/her participation in any activities of KESPA 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.
- I. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all bargaining unit members who are beneficiaries of such agreements. To this end, in the event that an employee shall not join the Association and execute an authorization for dues deduction, thirty (30) calendar days from date of hire, such employee shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues, assessments or service fee of the Association which sum shall be forwarded to the Association.
1. Pursuant to this article, the employer shall payroll deduct from each paycheck the dues, assessments, contributions and/or service fees determined by the Association. The Association shall inform the employer of the appropriate deduction for each bargaining unit member for each paycheck.
  2. Amounts deducted as provided above shall be transmitted to the Association every thirty (30) calendar days along with a list of the names, respective amounts deducted for each bargaining unit member and, if the dues, assessment, contribution and /or service fee was determined by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution and/or service fee.
- J. The procedure in all cases of discharge for violation of Article III, ¶I shall be as follows:
1. KESPA shall notify the bargaining unit member of non-compliance by registered 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 discharge will be filed with the Board in the event compliance is not affected.
  2. If the bargaining unit member fails to comply, KESPA shall so notify the Board by registered letter, and shall request termination of the bargaining unit member's employment.
  3. Termination of services for non-compliance may be no later than six (6) weeks from receipt of notification to the Board.
- K. KESPA agrees to assume the legal defense of any suit or action brought against the Board regarding Article III, ¶H through ¶J of this Agreement. The KESPA further agrees to

indemnify the Board for any costs, back pay, or damages which may be assessed against the Board as the result of said suit or action subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agenda.
  2. KESPA, after consideration with the Board, has the right to decide how to defend said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section, or the defense which may be assessed against the Board by any court or tribunal.
  3. KESPA has the right to choose the legal counsel to defend any said suit or action.
  4. KESPA shall have the right to compromise or settle any claim made against the Board under this section.
- L. The President of KESPA shall be sent two copies of the names of new hires and his/her classification assignment within five working days of first day of employment.

## **ARTICLE IV Working Hours**

- A. The regular full-time working day shall be eight (8) hours for secretaries and clerks. The regular full-time work day shall include two (2) fifteen minute breaks and exclude a half-hour (1/2) duty free lunch.
- B. When overtime work is required, the bargaining unit member shall be compensated at the rate of one and one-half (1½) his/her regular rate of pay or shall be given equal compensatory time off. Compensatory time shall be scheduled by mutual agreement between the bargaining unit member and his/her immediate supervisor. Compensatory time will not be accumulative year to year unless bargaining unit member is given special permission by his/her immediate supervisor.
- C. Two bargaining unit members in each building shall be provided First Aid and CPR Training at Board expense. Compensatory time shall be provided that bargaining unit member for his/her involvement in such training. If there are no volunteers, lowest seniority bargaining unit member in the building shall be designated for such training. Bargaining unit members will not be required to administer to a student more than emergency American Red Cross Basic First Aid. Bargaining unit members shall not administer medication to students, other than prescribed oral/topical medication.
- D. Inclement Weather:
- During periods of school interruption caused by what shall be referred to as an "Act of God", where professional staff does not work, bargaining unit members will not report. If asked to report, bargaining unit members will be paid at double time; and if unable to drive, the supervisor will pick up the bargaining unit member.

Bargaining unit members will be paid for those days canceled that do not have to be made up pursuant to State law. If days must be rescheduled, bargaining unit members will be paid for days worked.

If school is dismissed early due to an "Act of God", bargaining unit members will be allowed to leave the premises after notification from the Superintendent or his/her designee.

- E. For the duration of the Agreement, the Association will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of education activities due to a cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part, by members of the bargaining unit for any reason and no officer or representative of the Association or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.
- F. For the duration of this Agreement, the work year for all classifications shall be as per current practice. Exceptions may be made by mutual agreement.

Bargaining unit members work year shall be defined by the following categories:

Category I – (Media Aides) Work schedule shall be student days.

Category II – (Clerks) Work schedule shall be one (1) week before school starts and one (1) week after school ends.

Category III – (Secretaries & Clerks) Work schedule shall be two (2) weeks before school starts and one (1) week after school ends.

Category IV – (Secretaries & Clerks) Work schedule shall be two (2) weeks before school starts and two (2) weeks after school ends.

Category V – (Secretaries) Work schedule shall be fifty-two (52) weeks per school year.

- G. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- H. It shall be the Board's responsibility to provide proper training and support when new equipment or jobs are implemented.
- I. Absence of Administrative Secretary:

It is the responsibility of the building principal to secure a substitute or coverage when an Administrative Secretary calls in for a short term absence. Other arrangements for securing a substitute may be made by mutual agreement between the Administrative Secretary and principal.

Administrative Secretaries shall call the appropriate principal by 6:00 a.m. at the secondary school and 7:15 a.m. at the elementary schools.



Substitutes or coverage for all other absences will be mutually agreed to by the principal and Administrative Secretary.

## **ARTICLE V Paid Leaves**

- A. Sick leave will be granted to all clerical bargaining unit members on the basis of one day for each month worked (i.e., 10 month bargaining unit members, 10 days; 11 month bargaining unit members, 11 days; 12 month bargaining unit members, 12 days) accumulative to 75 days. The appropriate number shall be granted by July 1<sup>st</sup> of each school year. Sick leave is to be used for absence caused by illness or physical disability or for quarantine of bargaining unit member in case of contagious disease, such quarantine having been imposed by the health authorities. Pregnancy-related illness or disability shall be treated as any other illness or disability. Any accumulated sick days over 75 per bargaining unit member shall be bought back at the rate of \$15 per day, payable at the end of each fiscal year. Sick days accumulated (up to 75) will be paid upon retirement or resignation at a rate of \$20/day. Forms will be provided by the administration.
- B. Legitimate and ethical reasons for sick leave are:
  - 1. Illness or physical disability of the bargaining unit member.
  - 2. Illness and/or death in immediate family which shall include mother, father, mother-in-law, father-in-law, sibling, spouse, children, grandparents, spouse's grandparents, grandchildren, brother-in-law, and sister-in-law.
- C. A bargaining unit member will give notice of impending absence and anticipated length of absence as soon as practicable. Any change in anticipated date of return shall be promptly reported. A doctor's statement may be required when there is a doubt as to the legitimacy of sick day utilization.
- D. Bereavement Days: Beginning in the 1990/91 school year, clerical bargaining unit members shall be granted two (2) consecutive days in case of the death of each member of the immediate family. The immediate family shall include spouse, children, parents, in-laws, siblings, grandparents, and grandchildren. Refer Article V, ¶B, ¶2.
- E. Three (3) personal days per year (non-accumulative as personal days) may be used from accumulated sick leave with approval of supervisor. All personal days must be taken on regularly scheduled work days.
- F. Bargaining unit members shall be paid for the following holidays when they fall within their work year:
  - 1. Friday Before Labor Day, 1; Labor Day, 1; Thanksgiving, 2; Christmas Eve, 1; Christmas, 1; New Year's Eve, 1; New Year's Day, 1; Good Friday, 1; Monday After Easter, 1; Memorial Day, 1; Independence Day, 1; one floating holiday for 52 week bargaining unit members only.
  - 2. On days prior to holidays, bargaining unit members shall be excused from work, with pay,

no later than one-half (½) hour after teaching staff is dismissed for the day.

3. Bargaining unit members will receive two (2) floating holidays to be used (1) on a regularly scheduled work day, or (2) during Mid-Winter Break in order to be paid for those two (2) days. Bargaining unit members will be required to choose option 1 or option 2 and notify the KESPA treasurer of said choice no later than June 30 of the preceding year. Any bargaining unit member who does not notify KESPA treasurer of his/her choice by June 30th will be assumed to choose option 1. In the event mid-winter break is eliminated or changed to be regularly scheduled work days, option 2 choices will revert to two (2) days during the Easter/Spring break.
  4. Bargaining unit members who work student days shall receive two (2) additional floating holidays to be used together either at Christmas break or spring break.
- G. Bargaining unit members who are on unauthorized leave the day before or the day after a holiday will forfeit said pay for holiday. A bargaining unit member off sick the day before or after the holiday may be required to submit medical proof of illness in order to receive holiday pay.
- H. Those individuals employed on a full-time basis and assigned on a twelve (12) month basis shall be eligible for the following paid vacation benefits:
1. Bargaining unit members who are employed for fifty-two (52) weeks shall earn vacation at the rate of ½ day per month, excluding July and August, until they reach two (2) full years of employment in the district. Fifty-two (52) week bargaining unit members completing two (2) full years of employment with the district will receive vacation credit by July 1<sup>st</sup> of each school year following the bargaining unit member's second anniversary as follows:
    - Two (2) through seven (7) years - 2 weeks with pay.
    - Eight (8) through sixteen (16) years - 3 weeks with pay.
    - Seventeen (17) years and over - 4 weeks with pay.
  2. Vacation time shall be prorated in the year a bargaining unit member leaves the district. Vacation days shall be non-accumulative.
  3. Bargaining unit members who are employed fifty-two (52) weeks shall not schedule more than two (2) weeks of vacation during the summer months unless approved by the appropriate supervisor.
- I. Vacation requests will be approved by the appropriate supervisor at least thirty (30) days in advance. Vacation requests received later than thirty (30) days prior may also be approved. Approved vacation schedule may only be changed in emergency situations. New hires may not use accumulated vacation prior to the beginning of the sixth (6th) full month of employment in the district.
- J. Bargaining unit members who are called for jury duty during the work year shall be docked in pay until proof of attendance is provided to the Personnel Office. Upon receipt of proof of attendance, the bargaining unit member will be reimbursed his/her regular daily wage less any compensation received as a result of his court responsibility.

- K. No bargaining unit member shall suffer loss of pay or accumulated sick leave as a result of any work related injury, illness or disability for the first seven (7) days of such injury, illness or disability.
- L. In the event a forty-two (42) or forty-three (43) week bargaining unit member is upgraded to a fifty-two (52) week position, that bargaining unit member will receive full credit for past unit seniority toward vacation time.

## **ARTICLE VI Unpaid Leaves**

- A. Upon expiration of accrued sick days, a leave of absence for illness or disability may be granted for a period not to exceed twelve (12) months. Family Medical Leave (FMLA) shall run concurrently with sick leave. Leave for personal reasons may also be granted, but it shall not be required that accrued sick leave be used in order to qualify for such leave. The bargaining unit member may request in writing that the leave be extended for a second year but the leave shall require approval by the Superintendent or his designee.
- B. Upon return from leaves of absence, the bargaining unit member will be reinstated to his/her former position provided that the leave is no longer than ninety (90) calendar days.
- C. Bargaining unit members on leave for more than ninety (90) calendar days and for up to two (2) years will be granted the first available bargaining unit position within the classification they left. If there is no available position at the end of his/her leave within the classification the bargaining unit member left, the Board shall be obligated to return the bargaining unit member to a vacancy within the classification he/she left for up to two (2) years after the conclusion of the leave, the Board will have no further obligation to rehire the bargaining unit member beyond the two (2) years following the conclusion of his/her leave.

Bargaining unit members on leave should notify the district in writing thirty (30) days, and in no case less than two (2) weeks, prior to the date they desire to return to employment. A bargaining unit member on leave may apply at any time during his/her leave to return to employment in his/her classification and his/her return may be approved. He/she may also apply for any other bargaining unit vacancy at any time but must be qualified (i.e., testing, interview and related experience/aptitudes) to be considered.

If a bargaining unit member applies for and is selected for a position that is not in his/her classification (the one he/she was in when he/she went on leave), then the Board has no further obligation to return the bargaining unit member to the classification he/she was in when he/she went on leave. The bargaining unit member may, however, apply for a vacancy in his/her former classification.

- D. Application and approvals for leaves and extensions of leaves shall be in writing and shall state beginning and ending dates of such leaves.

## **ARTICLE VII Vacancies, Promotions, Reclassifications, Transfers and Lay-Offs**

- A. The transfer, assignment and/or promotion of bargaining unit members shall be the sole responsibility of the Board, subject to the following:
1. It shall be the policy of the Administration to cooperate in every practical way with bargaining unit members who desire transfers to new positions or vacancies which may occur in the school system.
  2. Notice of vacancies (openings and/or new positions) shall be prepared, sent to the KESPA President and posted in each school building. In the event no applications for a position so posted are received by the Personnel Office within seven (7) calendar days of such posting from any KESPA members, such positions shall be filled without further obligation or consideration of KESPA. During the summer months, postings shall be mailed to all bargaining unit members. Deadline for applications shall be ten (10) days following postmark of the mailing.
  3. Since the frequent transfer of bargaining unit members from one school to another may be disruptive to the educational process and interfere with optimum performance, the parties agree that transfers of bargaining unit members are to be minimized.
  4. The ability, experience, training, and capability of all applicants or candidates shall be reviewed and considered by the administrators involved. In cases where above factors are considered equal, preference shall be given in order of seniority.
- B. A reclassification is a change in the employee's present job classification.
1. Beginning with the 2006-07 school year, the *Contract Management Committee* (CMC) will review/revise job descriptions and develop a written procedure for the purposes of reclassification.
  2. Reclassification requests may be made only by employees who have worked in their current position for more than six (6) months.
  3. Beginning with the 2007-08 school year, applications for reclassification shall be accepted every three (3) years during the months of September through November.
  4. When an employee believes that the duties and responsibilities of a position have substantially changed, the employee may initiate a job reclassification review by making a written request to the appropriate Personnel Director and the Association.
  5. CMC shall meet within twenty (20) workdays of receipt of the request by the personnel office. If, after meeting, the CMC agrees that additional information is needed, the timeline may be mutually extended for no more than thirty (30) workdays. CMC may request the input of the immediate supervisor.
  6. CMC will make the final determination as to whether or not a position is eligible for a reclassification within twenty (20) workdays from receipt of all additional information.
  7. All reclassifications approved by CMC shall be retroactive to the date the reclassification request was received by the Personnel Director.

C. Seniority:

1. Bargaining unit members shall be regarded as temporary bargaining unit members until they have completed the ninety (90) calendar days probationary period. There shall be no responsibility for the re-employment of temporary bargaining unit members if they are laid-off or discharged during this period.
2. Upon successful completion of the ninety (90) calendar days probationary period, the bargaining unit member's seniority shall be counted retroactively to the individual's first day of employment with the district in the bargaining unit.
3. The seniority list of August of 2000 shall stand as accurate for prior years as it has been verified with members. Each year in September, through the CMC process, the seniority list will be updated. In the event of a layoff, all ties shall be broken by a drawing of the parties involved.
4. The seniority year shall be computed starting on the first (1<sup>st</sup>) day of July and running through one (1) complete year to June 30. Any day worked during this time shall count towards seniority but may not result in more than one full year of seniority.
5. Seniority will be computed based on a member's work schedule. The following formula will be used to compute the percentage of seniority earned:

Hours worked per \*day divided by 8 hours (a standard work day) equals seniority earned.

Example: 4.75 hours per day ÷ by 8 hours = 59% of a year's seniority.

\*Does not include overtime or substituting outside of classification.

If work schedule is adjusted during a school year, seniority will be recalculated based on time worked within each position/schedule.

6. Seniority shall not be accrued when on a non-paid leave of more than ninety (90) days.
7. When a bargaining unit member leaves the bargaining unit, but remains a district bargaining unit member, his/her seniority shall be frozen as of his/her last day in the bargaining unit. He/she may not use his/her frozen seniority to bump back into the bargaining unit. Should he/she apply for a vacancy in the bargaining unit and be hired for it, then his/her seniority accrual will begin where it was frozen when he/she left the bargaining unit. A bargaining unit member who terminates employment with the district loses all accumulated seniority.

D. **Elimination**, Lay-Off and Recall:

- 1. When it is necessary to eliminate a position of a bargaining unit member(s), said member(s) will be given a thirty day notice. The following process shall occur in this order:**

- a. **Transfer to a vacant position within the current classification or transfer to a vacant, previously-held position in a higher classification**
  - b. **Bump the least senior member within the current or any lower classification, if the member holds sufficient seniority.**
  - c. **Transfer to a vacant position in a lower classification.**
- The above order may be changed only to maintain the same hours.**

2. When it is necessary to lay-off bargaining unit members, layoff will be made with a thirty (30) day notice and shall be in reverse order of seniority by classification. A laid-off bargaining unit member may, if he/she has sufficient seniority, bump the least senior person in his/her current classification, or in a lower classification, or in a classification in which the bargaining unit member previously gained sufficient seniority.
3. Laid-off bargaining unit members shall be put on a list for recall. Seniority shall be frozen as of the effective date of lay-off. If, after three (3) years the bargaining unit member has not been recalled, he/she shall be dropped from the recall list and shall lose his/her seniority.
4. Recall shall be in order of seniority so long as the laid-off bargaining unit member is qualified to fill the available openings. No new hires shall be made when a qualified bargaining unit member is on the layoff list.
5. When a position is instituted with special funding, the bargaining unit member shall be notified prior to beginning work of the temporary nature of the position. When funding shall cease or a bargaining unit member shall no longer be eligible for employment under that program, that person shall be notified in writing of his/her termination. A bargaining unit member so affected shall automatically be placed on the recall list by seniority (as provided in Article VII, ¶C, ¶3) unless notified in writing that his/her work has been unsatisfactory.

The procedure for determining satisfactory work performance shall be:

- a. A written evaluation by the bargaining unit member's immediate supervisor will be conducted at least once annually or during the term of employment if term is less than one (1) year.
  - b. A bargaining unit member whose annual evaluation is deemed unsatisfactory and reaffirmed ten (10) days prior to severance shall not be included on the recall list as provided above.
6. When it is necessary to reduce hours **in a member's current position**, members of the bargaining unit may, provided they have sufficient seniority, follow the process below to restore up to their previous hours per day. Bargaining unit members must exhaust each of the steps below, in the order presented, before moving to the next step in the process.
    - a. Bump the least senior person within his/her current classification to restore hours up to his/her previous hours per day.
    - b. Bump the least senior person in a lower classification to restore hours up to his/her previous hours per day.

- c. Bump the least senior person in the next higher classification in which the bargaining unit member had previously gained seniority to restore hours up to his/her previous hours per day.
  - d. Bump the least senior person in the next higher classification in which the administration deems the employee qualified. Testing, interview and related experience/aptitudes will all be considered. Bargaining unit members successfully utilizing this step in the process may do so one (1) time during their employment with Kearsley Community Schools.
- E.** It shall be the responsibility of the bargaining unit member to provide the employer a two (2) week notice prior to voluntary severance of employment.
- F.** When a bargaining unit member is promoted to a higher classification, he/she shall be moved to the appropriate classification on the salary schedule at the one (1) year less experience rate for ninety (90) days. After ninety (90) days, if performance has been satisfactory, he/she shall be moved up to the next experience level. In no case shall the promotee be paid less than he/she received in the previous position.
- G.** Secretaries who report directly to the building principal, director or administrator will be classified as “administrative secretary”. This classification will apply to only one (1) secretarial position per building. The positions affected are: Buffey Principal’s secretary, Dowdall Principal’s secretary, Fiedler Principal’s secretary, Weston Principal’s secretary, Burgtorf Director’s secretary, ~~Paro Director’s secretary~~, Armstrong Principal’s secretary, and High School Principal’s secretary. This reclassification will not create any vacancies in the above listed positions.

## **ARTICLE VIII Discipline, Discharge and Evaluation**

**A.** Discipline and Discharge:

Each bargaining unit member shall be informed of job expectations. No bargaining unit member shall be disciplined, demoted, or discharged without just cause and due process. The Board agrees to follow a policy of progressive discipline. Any discipline taken against a bargaining unit member will be appropriate to the behavior which precipitated the discipline. Any resulting disciplinary action shall be in writing and a copy shall be given to the bargaining unit member.

**B.** Evaluation of Clerical Staff:

- 1. The work performance of all clerical staff shall be evaluated in writing a minimum of once each year for the first two (2) years of employment and a minimum of once every three (3) years thereafter.

If a bargaining unit member changes job classification, then the bargaining unit member shall be evaluated a minimum of once a year for the first two (2) years in the new classification and a minimum of once every three (3) years thereafter.

2. Evaluations shall be conducted by the bargaining unit member's immediate supervisor.
3. A copy of the written evaluation shall be given to the bargaining unit member.
4. Each bargaining unit member may attach a written response to each evaluation.

## **ARTICLE IX Grievance Procedure**

- A. Definition: A grievance shall mean a complaint by a bargaining unit member that there has been a violation, misinterpretation or inequitable application of a provision of this Agreement. As used in this Article, the term "bargaining unit member" may mean a group of bargaining unit members having the same grievance.
- B. The bargaining unit member who feels that he/she has a grievance should first take the matter up verbally with the principal of the school or the bargaining unit member's immediate supervisor within ten (10) working days following the act or condition which is the basis of his/her grievance or his/her reasonable discovery of the act or condition. The Principal/Supervisor will attempt to resolve the problem with the bargaining unit member.
- C. If this fails to resolve the grievance, it shall be reduced to writing, specifying the section of the contract allegedly violated, the violation and the remedy sought.
- D. Within five (5) working days of receipt of the written grievance, the principal/supervisor shall arrange a conference with the view of satisfactorily resolving the grievance. The time of the conference shall be mutually agreeable to both parties. The bargaining unit member may appear personally or he/she may be represented by KESPA or both. Such conference shall be scheduled at a time when there is no disruption of normal routine and duties of the bargaining unit member.
- E. Within five (5) working days of receipt of the written grievance, the principal/supervisor shall answer such grievance in writing.
- F. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the principal/supervisor's decision will be final.
- G. If KESPA does not accept the principal's answer, or if no answer is received in a timely fashion, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to him/her within five (5) working days.
- H. Within five (5) working days of receipt of the written appeal, the Superintendent or his/her designated representative will hold a conference to satisfactorily resolve the grievance.



- I. Within five (5) working days, or longer if mutually agreed to, the Superintendent or his/her designated representative shall answer in writing. Such answer shall be final and binding unless appealed to the next step within thirty (30) calendar days from the date of the Superintendent's written decision.
- J. If KESPA is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, the grievance may be transmitted to the Board of Education.
- K. The Board, not later than its next official meeting or two (2) calendar weeks, whichever shall be later, shall hold a hearing on the grievance. Disposition of the grievance, in writing, by the Board shall be made no later than seven (7) calendar days following the hearing.
- L. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within ten (10) school days to arbitration before an impartial arbitrator; he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
- M. The fees and expenses of the arbitrator will be shared equally by the parties.
- N. The time limits provided in this section shall be strictly observed, but may be extended by mutual written agreement of the parties.
- O. Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure until resolution.
- P. If a grievance arises from the action of an authority higher than the immediate supervisor of the bargaining unit member, KESPA may present such grievance at the appropriate step of the grievance procedure.
- Q. Failure by the Kearsley Community Schools to fulfill the coverage obligation specified in the health insurance plan documents or any other aspect of the health insurance plan, described herein, shall be the proper subject of the grievance procedure. The grievance procedure may be implemented only after all internal dispute resolution procedures available through the health insurance plan have been exhausted. For those matters reaching arbitration, the arbitrator will have full authority to grant relief deriving from the contract, health plan specifications and/or relief in equity when a health plan violation has been determined.

## **ARTICLE X Fringe Benefits**

- A. Pursuant to the authority set forth in the School Code as amended, and Section 125 of the Internal Revenue Code, the Board agrees to furnish all full-time bargaining unit members (see

Section 7 below) the following insurance protection upon completion of thirty (30) working days:

1. Hospitalization and Medical Protection:

- a. ~~Beginning the 2006-2007 school year~~ The district shall provide ~~without cost~~ to the **eligible** KESPA members the BCBSM Flexible Blue 2 PPO Plan with the following riders: FB-OCDM-24, FB-RM100, PCM\*, CI, PCD2, PD-CM and FC. Moreover, the district shall be solely responsible for the full payment of any premium and/or plan deductible increases during the full term of the KESPA Master Contract. ***Eligible members' contributions toward the cost of health care shall be \$300 for single coverage, \$400 for two-person coverage and \$500 for full family coverage. Contributions shall be made through payroll deduction, over twenty pay periods, on a pre-tax basis. Additionally, in the event that during the term of this agreement, the legislature, or some other authority exercising the force of law, shall mandate that members of the bargaining unit contribute to or otherwise pay a portion of the premiums associated with health care, the above co-pays shall be considered part of that premium and not in addition to that premium.***

***Any posted secretary opening that shall be filled, beginning July 1, 2010, will be offered without health coverage and those filling such positions will not be eligible for health coverage during the life of this agreement. The positions will remain eligible for dental, vision, LTD and life insurance coverage.***

\*Until such time as the PCM rider and benefits are available with the Flexible Blue 2 plan, any preventive care cost that exceeds the five hundred (\$500.00) limit, will be paid by the employer.

The Hearing Care Rider shall be self-funded by the district at \$1,402.00 per ear every thirty-six (36) months with no deductible.

The comprehensive and complete plan documents for BCBSM Flexible Blue Plan 2 and the specific riders listed above are, hereby, incorporated into the KESPA Master Agreement and no modifications of any benefit specification detailed in these plan documents may be made without the express written consent of KESPA, subject to ratification of its members.

Any plan deductibles for eligible/covered KESPA members, regardless of single, two person, or full-family status including any and all increases in deductibles during the term of the KESPA Master Contract, shall be fully funded by the employer. On the first day of each school/health plan year, the annual plan deductibles for KESPA members shall be made available by the employer in an account maintained by an approved financial institution. KESPA members and their covered dependents shall be issued debit cards to be used in paying for their health care expenses arising during that portion of a school/health reimbursement account. Once the KESPA member's health reimbursement account is fully expended during a school/health plan year, the KESPA member's insured health plan covers all eligible expenses.

~~Employees may choose BCBSM Traditional plan with the employee being responsible for the difference in premium between Flexible Blue Plan 2 and BCBSM Traditional Plan.~~

- b. **Eligible** bargaining unit members not taking health insurance provided in ¶A, ¶1 above, will be provided an annual cash option of \$2300.00 to be disbursed monthly from September through June. Bargaining unit members may contribute this and other income to annuities of the bargaining unit member’s choice from the list of approved annuity plans.

## 2. Long Term Disability Insurance

The Board shall provide without cost to the bargaining unit member, Long Term Disability Insurance assuring payment to the bargaining unit member in the event of long term disability, a monthly income benefit equal to sixty (60) percent of basic monthly earnings to age sixty-five (65), with equal benefits beyond sixty-five (65), but with lesser duration in accordance with the Department of Labor guidelines. This long-term disability benefit will start after seventy-five (75) consecutive working days of total disability in accordance with the terms of said policy.

## 3. Life Insurance

The Board shall provide without cost to the bargaining unit member a \$25,000 life insurance policy to age sixty-five (65). Upon reaching age sixty-five (65), such insurance coverage shall be reduced to a level of insurance purchasable by equal contribution as all bargaining unit members less than age sixty-five (65).

## 4. Dental Insurance

Family dental insurance shall be provided without cost to the bargaining unit member with the following benefits:

Routine Treatment	80%
Major Treatment	80%
Orthodontic Treatment	75%

Subject to the following annual and lifetime limits	\$750 Annual Maximum
	\$750 Lifetime Maximum

## 5. Optical Insurance

The Board shall provide without cost to the bargaining unit member, full family optical insurance through HAN Vision, Plan 806-B.

- 6. The above coverage is provided subject to the limitations and provisions in force in such policies. The Board in no way assumes liability for disputes arising between the bargaining unit members and the insurance carrier.

7. Full-time for purposes of this article shall be defined as seven (7) hours per day of employment.

## **ARTICLE XI Compensation**

Each bargaining unit member shall be placed on the salary schedule, Appendix A, according to classification and year of experience.

- A. Longevity pay of ~~\$520.00 for 2006-07, \$536.00 for 2007-08, and \$552.00 for 2008-09~~ shall be paid each bargaining unit member who has completed ten (10) years of service in the district. Payment shall be made at the end of the month during which the bargaining unit member has completed his/her tenth anniversary date and every year thereafter. It shall be the bargaining unit members' responsibility to notify the Payroll Office that payment is due.
- B. Full-time bargaining unit members may receive their salary on an equal pay plan of twenty-one (21) or twenty-six (26) pays. Halftime bargaining unit members with two (2) or more years of service in the district may receive their salary on an equal pay plan of twenty-one (21) or twenty-six (26) pays.
- C. Direct deposit shall be mandatory for all KESPA members beginning August 1, 2006.

## **ARTICLE XII -- Contract Management Committee**

- A. The Board and the Union support the concept of Win-Win Negotiations and will work as a team to resolve mutual concerns and problems.
- B. In order to facilitate communications between the Board and the Union, a Contract Management Committee (CMC) comprised of representatives from the Union and the Board will meet on a regular basis to discuss topics and resolve issues and problems.
- C. Nothing in this article shall be construed to prevent the bargaining unit member or the Union from filing a grievance, or to prevent either party from making a negotiations proposal. However, the ten (10) day grievance filing deadline in Article IX, ¶B of this agreement is delayed until a solution or recommendation is made by the CMC.
- D. The CMC will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.
- E. Issues or problems may be referred by the CMC, the Union, the Board, or a bargaining unit member to the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.



## ARTICLE XIII -- Duration of Agreement

*Kearsley Community Schools Board of Education  
and  
Kearsley Educational Support Personnel Association  
July 1, 2006*

This Agreement shall be effective as of July 1, ~~2006~~**2009**, and shall continue in effect through the last day of June, ~~2009~~**2011**.

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President  
Board of Education  
Kearsley Community Schools

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Superintendent  
Kearsley Community Schools

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Assistant Superintendent  
Kearsley Community Schools

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President  
Kearsley Educational Support  
Personnel Association {KESPA}

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Uniserv Director  
{KESPA}  
Michigan Education Association

## Appendix A -- Salary Schedule

### ~~2006-07 School Year - 3.0%~~

	Beginning	12 Weeks	1st Year	2nd Year	3rd Year
<del>Administrative Secretary</del>	<del>\$12.60</del>	<del>\$14.14</del>	<del>\$15.05</del>	<del>\$16.05</del>	<del>\$17.17</del>
<del>School Secretary</del>	<del>\$12.23</del>	<del>\$13.21</del>	<del>\$13.72</del>	<del>\$14.72</del>	<del>\$16.14</del>
<del>Clerk</del>	<del>\$11.62</del>	<del>\$12.01</del>	<del>\$12.56</del>	<del>\$13.24</del>	<del>\$14.01</del>
<del>Media Clerk</del>	<del>\$10.99</del>	<del>\$11.48</del>	<del>\$12.03</del>	<del>\$12.48</del>	<del>\$13.03</del>
<del>Media Aide</del>	<del>\$9.27</del>	<del>\$9.65</del>	<del>\$10.20</del>	<del>\$10.69</del>	<del>\$11.23</del>

### ~~2007-08 School Year - 3.0%~~

	Beginning	12 Weeks	1st Year	2nd Year	3rd Year
<del>Administrative Secretary</del>	<del>\$12.98</del>	<del>\$14.56</del>	<del>\$15.50</del>	<del>\$16.53</del>	<del>\$17.69</del>
<del>School Secretary</del>	<del>\$12.60</del>	<del>\$13.61</del>	<del>\$14.13</del>	<del>\$15.16</del>	<del>\$16.62</del>
<del>Clerk</del>	<del>\$11.97</del>	<del>\$12.37</del>	<del>\$12.94</del>	<del>\$13.64</del>	<del>\$14.43</del>
<del>Media Clerk</del>	<del>\$11.32</del>	<del>\$11.82</del>	<del>\$12.39</del>	<del>\$12.85</del>	<del>\$13.42</del>
<del>Media Aide</del>	<del>\$9.55</del>	<del>\$9.94</del>	<del>\$10.51</del>	<del>\$11.01</del>	<del>\$11.57</del>

### ~~2008-09 School Year - 3.0%~~ 2009-2010 and 2010-2011

	Beginning	12 Weeks	1 <sup>st</sup> Year	2nd Year	3rd Year
Administrative Secretary	\$13.37	\$15.00	\$15.97	\$17.03	\$18.22
School Secretary	\$12.98	\$14.02	\$14.55	\$15.61	\$17.12
Clerk	\$12.33	\$12.74	\$13.33	\$14.05	\$14.86
Media Clerk	\$11.66	\$12.17	\$12.76	\$13.24	\$13.82
Media Aide	\$9.84	\$10.24	\$10.83	\$11.34	\$11.92

## **Appendix B -- Miscellaneous Agreements**

1. The parties also agreed that the Clerk/Secretary position at the high school may or may not remain as a Clerk/Secretary position when the person currently holding it vacates it. {See attached Memorandum of Understanding}.
2. The parties also agreed that the position of secretary for the special education department will be removed from the auspices of the MESPA bargaining unit effective December 6, 1996.
3. The Board and the Association agree that the rising cost of insurance is a problem. The Board and the Association recognize the importance of working together to review cost-saving measures that could be implemented during the term of this Agreement.

The parties further agree that if cost-saving techniques can be identified for insurances, these savings would be shared with the Association membership. The savings may be disbursed to implement items such as: a sick day usage reduction plan, the annuity in lieu of health insurance, or some other program mutually agreeable to the Board and the Association. This recommendation will be implemented only if mutual agreement is reached by both parties and may be implemented by opening the appropriate section of the Agreement or through a memorandum of understanding between the Board and the Association.

4. Temporary Summer Work, Memorandum of December 3, 1996. {See attachment}
5. During 1996 the parties reviewed and revised unit job descriptions. These updated job descriptions are attached for information purposes only. They are not part of the contract.
6. Each year up to six (6) hours of professional development training beyond the regularly scheduled work day will be paid at 100% of the member's regular hourly pay.





**Memorandum of Understanding**  
*Between The*  
**Board of Education of the Kearsley Community Schools**  
*And The*  
**Kearsley MEA MESPA Secretarial Unit**

In accord with the understandings reached between representatives of the Board of Education of the Kearsley Community Schools and the Kearsley MEA MESPA Secretarial Unit in the matter of the high school position held by Kay Anderson, the parties agree on the following to resolve the problem:

1. The position held by Kay Anderson will be considered a combination Clerk/Secretary position. In the event that the position is vacated by Kay Anderson, the position may or may not remain as a Clerk/Secretary position.
2. The pay shall be halftime at Clerk pay and halftime at School Secretary pay. For 1996-97, Kay Anderson shall be placed on the 2nd Year School Secretary step until her May anniversary in the Clerk/Secretary position. Upon her anniversary in May, she shall be paid at the 3rd Year School Secretary pay rate for half of her pay.
3. The halftime School Secretary pay shall be retroactive to the beginning of the 1996-97 school year.
4. The issue of accrual of seniority and how seniority shall be applied to the Clerk/Secretary position and Kay Anderson will be dealt with at a later time by the Contract Management Committee.

It is understood that this Memorandum of Understanding constitutes the entire understanding of the parties with respect to this matter and that it does not establish precedent for any other case.

_____	_____
Date	Kay Anderson, Clerk/Secretary
_____	_____
Date	Lane Hotchkiss, MESPA Chief Negotiator
_____	_____
Date	Karen Hahn, Assistant Superintendent

**Kearsley Community Schools  
Memorandum**

December 3, 1996

To: MESPA Secretarial Bargaining Team

From: Karen Hahn  
Assistant Superintendent

**Re: Temporary Summer Work**

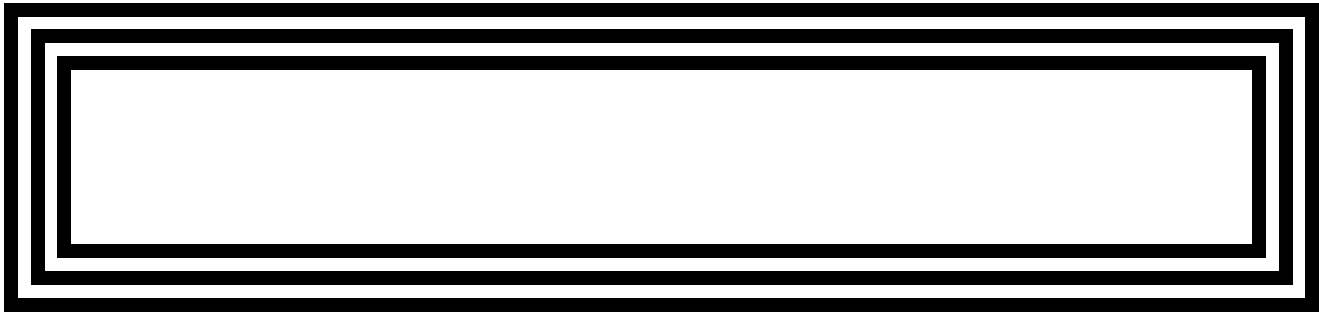
I am writing to confirm our conversation and understanding with you relative to temporary summer work at the Administration Building. For several years now we have hired a temporary bargaining unit member on an as need basis to perform various clerical tasks throughout the Administration Building. The issue was raised last summer, and during bargaining this fall, as to whether this is work that should be done by your members.

It is our position that the work is not steady, only a very small amount falls into any job description in your bargaining unit, and is simply temporary in nature. We thus hire a temporary bargaining unit member as is needed. Last summer, for example, an administrative secretary was off seven weeks and we needed unusual assistance.

In our discussions with you we agreed to:

- 1). Notify your members that there may be temporary and irregular summer work at a reduced rate at the Administration Building.
- 2). Provide a method for your members to indicate an interest in this summer work.
- 3). Give your members preference for this summer work, with first preference to any of your members working during the year in the Administration Building.
- 4). Consider seniority as one factor in the selection of your members for summer work.

We also agreed that what we discussed, and what I have set forth in this paragraph, is not contractual nor subject to the grievance procedure of your contract.



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