

Master Agreement

Swartz Creek Community Schools

and

*Swartz Creek Education Support
Personnel Association
(SCESPA)*

2009-2012

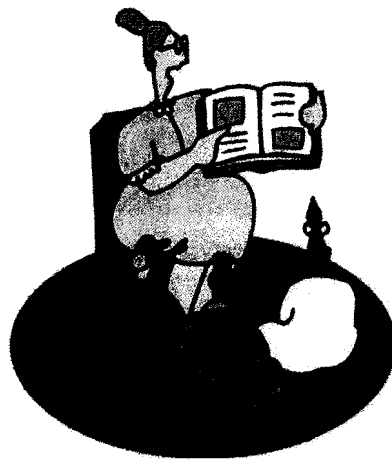


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AGREEMENT

This Agreement is entered into between the Swartz Creek Community School District, Swartz Creek, Michigan hereinafter referred to as the "Board" or "Employer" and the Swartz Creek Educational Support Personnel/MEA/NEA, representing Title I Paraprofessionals, hereinafter referred to as the "Association" or "Union".

WITNESSETH

WHEREAS, the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain in good faith with respect to wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and working conditions for all full-time and part-time Title I Paraprofessionals, now or hereafter employed by the Employer or on leave.
- B. The positions of special education aides, at-risk aides and all other employees not included in paragraph A above shall be excluded from the bargaining unit.
- C. For the purposes of this agreement, the following definitions shall apply:
 - 1. A probationary employee is one who is employed to fill a full-time or part-time position for the trial period set forth in this agreement.
 - 2. A substitute employee is one who is employed to fill a full-time or part-time position on a per diem basis for up to sixty (60) work days.
 - 3. A temporary employee is one who is employed to fill a temporary position for not more than sixty (60) work days.
 - 4. If a temporary position lasts longer than sixty (60) work days, the Board and the association will meet to determine the status of that position. If it

is determined that the position is necessary, it will become part of the bargaining unit.

A temporary position will not be used to replace or in place of a bargaining unit position, or to avoid the placing of a bargaining unit member in that position.

ARTICLE II BOARD RIGHTS

The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement. The Board shall take no action contrary to this agreement. Nothing in this contract is to deprive the Board of any rights guaranteed to it by law as follows:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer, but not in conflict with the specific provisions of this contract.
2. The right to direct the work force, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, inclusive of subcontracting and use of volunteers. This Article will not be in conflict with the specific provisions of this contract.
3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein, but not in conflict with the specific provisions of this contract.
4. Adopt rules and regulations, but not in conflict with the specific provisions of this contract.
5. Determine the qualifications of employees, but not in conflict with the specific provisions of this contract.
6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, division or subdivisions, buildings or other facilities, but not in conflict with the specific provisions of this contract.

7. Determine the placement of operation, production, services, maintenance, or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of this contract.
8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations, but not in conflict with the specific provisions of this contract.
9. Determine the size of the management organization, its functions, authority, amount of supervisions and table of organization, but not in conflict with the specific provisions of this contract.
10. Determine the policy affecting the selection of employees, but not in conflict with the specific provisions of this contract.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE III EMPLOYEE RIGHTS

- A. The provisions of this Agreement and the wages, hours and working conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in or association with the activities of the Union.
- B. The Association shall have the privilege of using school building facilities for meetings outside working hours, provided they comply with the school district policy the same as any other civic and/or political organization.
- C. The Association shall have the right to use school equipment (i.e., copiers, fax machine, phones, available computer, AV machine, etc.) at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies/incidentals to such use.
- D. The Board shall provide access to bulletin boards in all buildings which may be used by the Union for posting notices of job vacancies, Union elections, Union meetings and Union social activities only.
- E. No bargaining unit member shall be prevented from wearing pins or other identification of membership either on or off school property.

- F. Duly authorized representatives of the Association shall suffer no loss of pay when they are scheduled during work hours, by mutual agreement, to participate in joint meetings, grievance hearings, arbitration or negotiations. Substitutes will be provided as needed.

ARTICLE IV AGENCY SHOP AND PAYROLL DEDUCTIONS

- A. All members covered by this agreement shall be required to either become a member of the Association including the MEA and the NEA, or pay a service fee as determined by the yearly process undertaken to meet the obligations of Chicago Teachers Union v. Hudson. If authorization for payroll deduction of said fees or dues are not signed and delivered to the Association within thirty (30) days of commencement of employment, the Board, upon receiving written notification from the Association stating that the employee has failed to comply with this condition, shall immediately notify said employee that the service fee will be deducted from the remaining pays (September thru June). The Association assumes the obligation of transmitting the appropriate forms to the Board for the purpose of payroll deduction.
- B. The Michigan Education Association agrees to assume the legal defense of any suit or action brought against the Board as a result of the implementation of this Article. The MEA further agrees to indemnify the Board for any costs or damages which may be assessed against it as a result of said suit or action.
- C. Payroll deductions of dues shall be made in equal increments from each paycheck, starting with the employees' first paycheck and ending with the last pay in June. The Board shall remit to the Association all monies so deducted, accompanied by a list of bargaining unit members from whom the deductions have been made.
- D. The Board shall make payroll deductions, upon written authorization from the employee, for board approved 403(b) plans, credit union, or any other plans currently offered by the Board.
- E. The Board shall furnish the President with the names, addresses, and current assignments of all new employees within one month of their hire.

ARTICLE V WORKING HOURS AND CONDITIONS

- A. A tentative work day schedule will be provided at the beginning of each year for each bargaining unit member.

- B. Employees shall each be given a thirty (30) minute unpaid duty free lunch if scheduled to work more than four (4) hours per day.
- C. Bargaining unit members called into work either on their day off or called back into work after their workday ends, shall receive a minimum of one (1) hours work at the rate of pay scheduled for that day.
- D. Beginning in the 2008-09 school year, if school is closed due to conditions beyond the control of the Board, bargaining unit members will receive up to four (4) days with pay.
- E. 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. The Board shall determine what is deemed unsafe and hazardous.
- F. It shall be the Board's responsibility to provide proper training and support when new concepts, programs or jobs are implemented.
- G. The Board shall provide general job descriptions for all bargaining unit members and maintain updated job descriptions.

ARTICLE VI GRIEVANCE PROCEDURE

- A. **Definition:** A grievance shall mean a complaint by a bargaining unit member that there has been a violation, misinterpretation or misapplication 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 they have a grievance should first take the matter up verbally with the principal of the school or the bargaining unit member's immediate supervisor within five (5) working days following the act or condition which is the basis of the grievance or reasonable discovery of the act or condition. The building principal will attempt to resolve the matter with the bargaining unit member.
- C. **Level One:** 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/ immediate supervisor shall arrange for a meeting with the view of resolving the grievance. The time of the meeting shall be mutually agreeable to both parties.

The bargaining unit member may appear personally or he/she may be represented by an Association representative or both.

Within five (5) working days of the conference, the principal/immediate supervisor shall answer such grievance in writing.

- E. **Level Two:** In the event the Association is not satisfied with the disposition of the grievance at Level One, the Association may appeal the grievance within five (5) working days following receipt of the written response from the principal/immediate supervisor in writing to the Superintendent or designee. The Superintendent or designee shall hold a meeting within ten (10) working days of receipt of the appeal. The Superintendent or designee shall render a written disposition within five (5) working days of the meeting.
- F. **Level Three:** If the Association is not satisfied with the disposition of the grievance at Level Two, the Association may appeal the grievance within five (5) working days of receipt of disposition to the Board of Education. The Board of Education shall schedule a hearing on the grievance within two (2) calendar weeks. A written disposition to the grievance will be issued within ten (10) working days of the hearing.
- G. **Level Four:** If the written disposition of the Board is not accepted, the Association may appeal the grievance to arbitration within twenty (20) working days of receipt of disposition. The arbitrator shall be selected according to the rules of the American Arbitration Association, unless the parties mutually agree to the selection of the arbitrator.
- 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 judgment thereon may be entered in any court of competent jurisdiction.
- H. The fees and expenses, of the arbitrator only, will be paid by the losing party.
- I. If the grievance arises from the action of an authority higher than the Principal/immediate supervisor of the bargaining unit member, the Association may present such grievance at the appropriate step of the Grievance procedure.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- K. Nothing contained in this agreement shall be construed so as to prevent any individual member from presenting a grievance and having it resolved without the intervention or representation of the Association, provided that the resolution is consistent with the terms of this agreement.

The Association has the right to be present at all such meetings and will be notified of such by the Board.

ARTICLE VII PROBLEM SOLVING AND NEGOTIATIONS

- A. Meetings for the purpose of improving working relationships and solving mutual problems may be requested by either party. Such meetings shall be between the administration and officers of the Association. Date, time, and agenda for the meetings will be agreed to in advance. These meetings are not intended to circumvent the grievance procedure.
- B. Within sixty (60) days of the expiration of this agreement the union may petition the board, in writing, to negotiate a successor agreement. Neither party shall have control over the selection of the representatives of the other party. Both teams shall be cloaked with the power and authority to make proposals during the procedure, with the final agreement being subject to ratification of both parties.
- C. Any decisions between the district and the Association that are made concerning contract interpretation shall be placed in writing, dated, and signed with copies provided to both parties.

ARTICLE VIII DISCIPLINE AND DISCHARGE

- A. The discipline, suspension or discharge of any probationary employee except for Union activity, shall not be covered by this article and shall not be subject to a grievance.
- B. Employees shall be disciplined, suspended or discharged for just cause.
- C. In imposing discipline, suspension or discharge of an employee, the Supervisor will follow the principle of progressive procedure as follows:
 - 1st Offense Verbal or Written Warning
 - 2nd Offense Written Reprimand
 - 3rd Offense Up to two weeks suspension without pay
 - 4th Offense Suspension without pay with recommendation for termination

Discipline may be initiated at a higher level for just cause. The degree of discipline administered by the Board in a particular case shall be reasonably related to the seriousness of the proven offense.

- D. The Board shall apply all reasonable rules, orders and penalties evenhandedly, without discrimination. Any complaint, by a parent or student, directed towards a bargaining unit member shall be called to the bargaining unit members' attention within five (5) working days after said complaint has been brought to the attention of the administration.
- E. Management shall not refuse any employee(s) from having Association representation at any meeting to which the employee has requested such an appearance. Employee(s) shall not be subject to disciplinary action by their immediate supervisor in the presence of students, staff or parents.

ARTICLE IX SENIORITY

- A. Bargaining unit members shall be regarded as "probationary" bargaining unit members until they have completed a ninety (90) day probationary period. After successfully completing the probationary period, the bargaining unit member shall be granted seniority back to his/her initial date of hire.
- B. The district shall prepare a seniority list no later than October 1st of each year. Copies shall be sent to the President of the Association. The seniority list shall include each bargaining unit members name and date of hire.
- C. Seniority shall be maintained while the employee is on an approved leave of absence, but shall not continue to accrue, except as follows:
 - 1. For a military leave as provided by law
 - 2. For an unpaid leave up to six (6) months
 - 3. For a Worker's Compensation leave up to two (2) years
 - 4. For an Family Medical Leave Act (FMLA) leave as provided by law
- D. An employee shall lose all seniority if he/she submits a written resignation, retires, or is discharged.

ARTICLE X TRANSFERS, VACANCIES AND NEW POSITIONS

- A. TRANSFER
 - 1. A transfer is defined as a change in work assignment or location within the same salary level within the same job title.

2. Transfers will be based upon the employee's ability to meet the job qualifications, ability to perform the job and seniority.
3. Employees transferred may be required to complete a trial period of thirty (30) days worked. If either party determines the need for the employee to revert back to the former position, it shall be within the thirty (30) days.
4. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this agreement.
5. When transfers from one building to another are necessary, volunteers will be solicited. If there are no volunteers, the necessary number of least senior bargaining unit members in the building shall be transferred.
6. The employer shall have the right to use substitutes and will only make transfers on an emergency basis within the job title on a temporary basis of sixty (60) working days without posting the open position.

Any positions created by an employee on leave, that knowingly will be open for more than sixty (60) working days, will be posted and filled according to this Article.

7. A vacancy is defined as an opening created by an employee leaving the employment of the district due to resignation, discharge, retirement or death.

If the Board determines the position necessary, the vacancy will be posted and filled per contractual language.

Vacancies within the bargaining unit will be posted within a reasonable length of time but not later than ten (10) calendar days of the receipt of the vacancy. The vacancy shall be posted for a period of ten (10) calendar days and filled within thirty (30) calendar days after the posting period ends. A shorter posting time may be mutually agreed upon.

B. NEW POSITIONS

When a new position within the bargaining unit is created, the Board, upon determining the requirements thereof, shall post the same for ten (10) calendar days upon the bulletin board along with the proposed pay rate. If the Association objects to the pay rate, it may notify the administration within five (5) working days after such posting and a meeting will be arranged whereby the parties shall negotiate the pay rate and/or job title.

C. SUMMER POSTINGS

A notice of Title I Program summer work will be posted prior to the end of each school year. Bargaining unit members who are interested in Title I summer work will notify the Board or its designee. No bargaining unit work will be filled with outside candidates if there is a qualified, certified and available bargaining unit member. All positions will be filled based on seniority of applicants who have expressed interest in summer work.

**ARTICLE XI
REDUCTION IN STAFF**

- A. Prior to any reduction in personnel or hours, the Board will first consult with the Association regarding the effects of such reductions.

When it is necessary to lay-off bargaining unit members, and/or reduce hours, the employee will be given reasonable notice and shall be in reverse seniority order starting with probationary employees.

- B. Laid-off bargaining unit members shall be put on a list for recall. Seniority shall be frozen as of the effective date of the lay-off.
- C. Recall shall be in order of seniority so long as the laid-off bargaining unit member is qualified to fill available openings. Failure to take such offered work shall result in loss of seniority and termination.
- D. Notices of recall shall be sent by mail to the employee's last known address as shown on the Board's records. It shall be the employee's responsibility to provide the Board with a current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within three (3) consecutive working days of receipt of such notice and shall return within seven (7) working days or his/her employment shall be terminated without recourse to this agreement.
- E. In the event an immediate recall is necessary, the Board may call upon the laid off employee(s) either personally or by telephone, until such an available employee is located and able to return to work immediately. Upon failure to contact, the procedure in sub-section C will govern. No new hires shall be made when a qualified bargaining unit member is on the layoff list.
- F. Employees on lay-off shall be afforded the opportunity to substitute in Title I Paraprofessional positions if they so desire and shall be paid the regular substitute rate.

- G. If a layoff affects an employee on leave, sick or personal, that employee's seniority shall also be frozen. Employees on sick or personal leave shall be covered by this Article.

ARTICLE XII PAID LEAVES

- A. Each employee shall be credited with twelve (12) leave days at the beginning of each work year. Leave days shall be used for the following reasons:
1. Personal illness, disability (including pregnancy related), or illness in the immediate family. Immediate family is defined as the employee's spouse parent, child, brother, sister, grandparent, grandchildren, mother-in-law and father-in-law, brother-in-law, sister-in-law and grandparent-in-law.
 2. Illness, injury or disability in the immediate household of the employee, if it is necessary for the employee to attend to the needs of the individual who is ill.
 3. Death in the family and/or household.
 4. Up to two (2) days can be used for personal business.
 5. Any unused leave days shall accumulate without limit.
- B. An employee shall, after he/she or the Employer has been unable to have him/her excused from serving as a juror, be granted leave for this purpose.

Employees will be paid the difference between jury compensation they receive (excluding travel) and their regular wages for the time spent on jury service.

Seniority will continue to accrue to the employee while on jury duty.

ARTICLE XIII UNPAID LEAVES

- A. Leaves of absence without pay shall be authorized for employees with one (1) or more years of seniority for a period not to exceed two (2) years.
- B. Applications for leave of absence shall be made in writing to the Employer. Employees granted leave of absence without pay will not accumulate leave days. Such leaves may be granted for the following:

1. Personal illness and/or disability
 - a. Proof of personal illness and/or disability provided by the employee's personal physician shall accompany the written request for leave.
 2. Serious illness in the immediate family as defined as the employee's spouse parent, child, brother, sister, grandparent, grandchildren, mother-in-law and father-in-law.
 3. Education with the approval of the Superintendent.
 4. Military Leave
 5. Maternity, Adoption or Family and Medical Leave Act (FMLA)
- C. Return from Leave
1. Any employee on leave shall notify the Office of the Superintendent thirty (30) days prior to the expiration date of said leave of their intent to return.
 2. Upon return from leave of absence, the bargaining unit member shall be offered a position.

ARTICLE XIV HOLIDAYS

- A. Holidays
1. Thanksgiving, the day after, Christmas Day and New Year's Day are holidays without loss of pay provided the employee works the last workday prior to the holiday and the first workday after the holiday unless excused through a legitimate illness.
 2. Part-time bargaining unit members will receive holiday pay based on their hours of work.

**ARTICLE XV
COMPENSATION**

Salary Schedules

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Year 1	\$8.53	\$8.53	\$8.62
Year 2	\$8.84	\$8.84	\$8.93
Year 3	\$9.26	\$9.26	\$9.35
Year 4	\$9.78	\$9.78	\$9.88
Year 5	\$10.40	\$10.40	\$10.50

*Bargaining unit members with a 4 year degree will get \$.50 more per hour.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

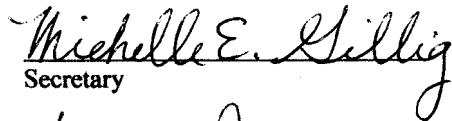
- A. The Board will provide information that is generally distributed to the Association upon request, and will comply with requests for information as needed for bargaining and processing grievances. The President will be advised of fiscal, budgetary, tax programs, and/or bond issues affecting the district.
- B. Copies of the Board of Education minutes and agendas will be sent to the President of the Association.
- C. Copies of this agreement shall be produced at Board expense and distributed to all current and future members of the bargaining unit.
- D. If any provision of this agreement or any application of those provisions are found to be contrary to law, then such provisions or applications shall be deemed to be invalid to the extent permitted by law. All other provisions or applications shall continue in full force and effect.
- E. The provisions of this agreement shall be applied without regard to race, gender, religion, creed, ethnic group, national origin, age, marital status, or disability.
- F. Employees shall have the right, upon request, to view the contents of their personnel file, and to be accompanied by an Association representative, if desired.
- G. Effective for the 2008-2009 school year, each bargaining unit member shall be provided with two (2) workdays of Professional Development each year. These days shall be in addition to the normal workdays.

**ARTICLE XVII
DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2009 and continue in effect until June 30, 2012.

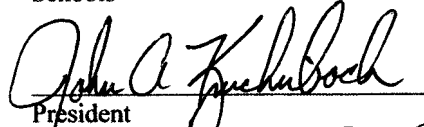
Swartz Creek Educational
Support Personnel

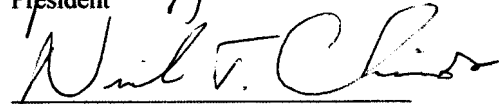

President


Secretary


UniServ Director

Swartz Creek Community
Schools


President


Secretary