

Master Agreement
The Board of Education of
Stockbridge Community School
District
and
The Stockbridge Michigan
Educational Support Personnel
Association
August 15, 2015 – August 15, 2017

This agreement shall be effective upon ratification by the parties and shall remain in effect until August 15, 2017. Wage, Steps, Longevity, and Health Benefits reopeners will take place in the 2015/2016 school year.

Bargaining will begin February 1, 2016

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ARTICLE 1
Recognition

A. The Stockbridge Community Schools, ("Employer" or "District") recognizes the Stockbridge Michigan Educational Support Personnel Association (MESPA), an affiliate of the Michigan Education Association/NEA (the "Association"), as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act ("PERA"), as amended, MCL 423.201 et seq. , for all Aides/Paraprofessional; Transportation employees; Secretarial and Clerical personnel including all high school, middle school, elementary, special education, transportation, counseling and attendance and Community Education secretaries, internal accounting secretaries, adult education secretary, and attendance clerks; and Food and Nutrition personnel including head cook, cooks, cook assistants, satellite driver and satellite server; whether full-time or part-time, probationary or non-probationary, on leave or actively employed by the Employer performing any work currently being performed by bargaining unit employees or any similar work but excluding all supervisors, confidential secretary, accounts payable person, payroll person, business manager, secretarial summer temporary positions, and substitutes.

B. Unless otherwise indicated, use of the term "Employee"/"Bargaining unit employee" when used in this Agreement refer to all employees in the above defined bargaining unit. Unless otherwise indicated, use of the terms "Employer" or "District" refer to the Stockbridge Community Schools and its administrative employees.

C. As is recognized by the past practice of the parties, many of the functions required of the Board/Employer under this Agreement may be performed by administrative employees.

ARTICLE 2
Purpose

A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, and other terms and conditions of employment for the employees in the bargaining unit.

B. The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit employees, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

C. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 3
Extent of Agreement

A. This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

B. Any individual contract between the Employer and an individual bargaining unit employee subject to and consistent with the terms and conditions of this Agreement. Any individual contract shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede and have precedence over any rules, regulations, or practices of the Employer which are contrary to or inconsistent with its terms.

ARTICLE 4
Association Rights

A. The Association and its representatives have the right to use Employer buildings at all reasonable hours for meetings as long as such use does not interfere with the orderly conduct of the District's business.

B. Duly authorized representatives of the Association and its respective affiliates permitted to transact official Association business on Employer property at all reasonable times, provided that such business does not interfere with or interrupt normal operations.

C. The Association, has the right to use and/or have access to Employer facilities and office equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association agrees to comply with the District's Acceptable Use Policy. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

D. The Association has the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be

provided in each building or facility to which bargaining unit members may be assigned.

E. The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits; names, addresses, seniority, and experience credit of all bargaining unit employees; compensation paid thereto and educational background; all budgetary information and allocations; agendas, minutes, and reports of or to all Employer Board meetings; census and membership data; and any other such information required by law. Where an information request requires a search and accumulation of information, the Employer reserves the right to demand bargaining regarding payment of costs associated with the search, accumulation, and duplication.

F. Unless otherwise required by law, the rights granted to the Association shall not be granted or extended to any competing labor organization.

G. Leadership Layoff Protection

For the purpose of lay off and recall, non-probationary bargaining unit employees, who hold the positions of bargaining unit executive board member or union representative with the Association, shall be placed at the top of the seniority list if the Association certifies in writing that each individual so placed performs steward or other on-the-job contract administration functions. The Association shall furnish the Board with the names of the persons holding the positions listed above in the aforementioned written certification within ten (10) days of the ratification of this Agreement and thereafter by August 1 of each year, or else this provision shall have no force and effect for that year. The provision shall apply for such persons for the period from August 1 until July 31 of each year. The Association shall indemnify and hold the Stockbridge Community Schools, its Board of Education, individual Board of Education members and its administrative employees harmless from any liability that may result from implementation of this provision.

ARTICLE 5 Board Rights

A To carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Stockbridge Community Schools consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:

1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.

2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
3. The right to continue past practices of allowing non-bargaining unit members, including volunteers, to perform bargaining unit work of Aides/Paraprofessional employees and Transportation employees, including but not limited to, transportation of students in District and non-District vehicles.

B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

C. Nothing contained in this Agreement shall be construed to limit, directly or indirectly, the Board's management rights under the Public Employment Relations Act (PERA).

ARTICLE 6

Bargaining Unit Employee Rights and Protection

A. Pursuant to the Michigan Public Employment Relations Act (PERA), as amended, MCL 423.201 et seq., the Employer agrees that every bargaining unit employee shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit employee in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit employee as to hours, wages, or any term or condition of employment by reason of membership in the Association or collective negotiations with the Employer, institution of any grievance, complaint, or proceeding under this Agreement, or otherwise as to any term or condition of employment. No bargaining unit employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.

B. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit employee rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit employees shall be deemed to be

in addition to those provided elsewhere.

C. The bargaining unit employees shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit employee or lack thereof shall be grounds for any discipline or discrimination as to the employment of such bargaining unit employee. The private and personal life of any bargaining unit employee is not within the appropriate concern or attention of the Employer, unless it adversely affects the employee's job performance to effectively perform his/her duties and responsibilities.

D. The Employer agrees that it will in no way discriminate against or between bargaining unit employees covered by this Agreement because of their race, creed, religion, color, national origin, ethnicity or ancestry, age, sex, marital status, or disability.

E. No bargaining unit employee shall be disciplined without just cause. The term "discipline" as used in this Agreement includes written warnings, reprimands, suspensions with or without pay, reductions in rank, compensation, or occupational advantage and discharge. This Section shall not apply to the discharge or failure to employ a probationary employee or non-disciplinary staff reduction.

The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than at the time discipline is imposed.

F. A bargaining unit employee is entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken as to the bargaining unit employee until such representative of the Association is present (in no case longer than 48 hours). Should disciplinary action be likely to occur at a given meeting, the bargaining unit employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

G. A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment, with the exception of records which are exempt from law, and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit employee's file shall be limited to District designated agents who need access for legitimate business reasons or qualified supervisory personnel, except that a non-bargaining unit employee Association representative may review such files when necessary for contract administration purposes or to provide the bargaining unit employee representation in other administrative or legal proceedings. Further, examination of a bargaining unit employee's file shall be permitted where required by law.

H. No material of a disciplinary nature, including but not limited to, student, parental, or school complaints originating after initial employment will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. If a complaint against the bargaining unit employee is to be placed in the employee's or used for disciplinary purposes, the complainant shall be put in writing with names of the complainants. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, materials which the bargaining unit employee believes is inappropriate or in error, and the same shall be attached to the file copy of the material in question. When such material is to be placed in a bargaining unit employee's file, the affected bargaining unit employee shall be required to review and sign said material, such signature is understood to indicate awareness of the material but in no instance will said signature be interpreted to mean agreement with the content of the material. All disciplinary recommendations by Central Office staff, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

I. Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury.

J. All employees shall be treated fairly and equitably.

K. The non-renewal of a probationary bargaining unit employee shall not be capricious or arbitrary.

ARTICLE 7

Professional Grievance Negotiations Procedures

A. A claim by a bargaining unit employee that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.

B. The number of days indicated at each step of the Grievance Procedure should be considered as maximum, and every effort should be made to expedite the grievance process. Any time may be extended by mutual written consent.

C. The failure of an aggrieved person to file a grievance or proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

D. The failure of an Administrator to communicate his/her decision to the bargaining unit employee within the specified time limits shall permit the

bargaining unit employee and/or Association to proceed to the next step in the Grievance Procedure.

E. In the handling and processing of a grievance, the following procedure shall apply:

Level One A bargaining unit employee believing himself/herself wronged by an alleged violation of the express provisions of this Agreement shall within fifteen (15) days of its alleged occurrence orally discuss the grievance with the immediate supervisor in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the bargaining unit employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two. Written grievances as required herein shall.

1. Be signed by the grievant(s) or a representative of the Association;
2. Be specific;
3. Contain a synopsis of the facts giving rise to the alleged violation;
4. Cite the section or subsection of this Agreement alleged to have been violated;
5. Contain the date of the alleged violation; and
6. Specify the relief requested.

Level Two A copy of the written grievance shall be filed with the Superintendent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent shall arrange a meeting with the grievant(s) and/or an Association representative at the option of the grievant(s) to discuss the grievance. Within five (5) days of the discussion, the Superintendent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association representative, the building principal in which the grievance arose, and place a copy of the same in a permanent file in his/her office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5)

days prior to the next regularly scheduled Board meeting.

Level Three Upon proper application as specified in Level Two, the Board shall allow the bargaining unit employee or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. This scheduling is to be within one month of submission of grievance to the Board. Within one month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance; provided, however, that in no event except with express written consent of the Association shall determination of the grievance be made by the Board more than one month after the initial hearing.

Such hearing(s) by the Board shall be private on the written request of the grievant where permitted by law.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the Association President.

Level Four Grievances not represented by the Association may not be submitted to arbitration.

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the Board or Association within fifteen (15) days after the date of the decision under Step Three. Following the written notice of request for submission to binding arbitration the Association and a representative of the Board shall attempt to select an arbitrator.

If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days after the date of the request for submission to arbitration, the Association may appeal by filing a demand for arbitration with the American Arbitration Association. The demand for arbitration must be filed within fifteen (15) days after the date either the Association or the Board advises the other in writing that there is no agreement upon the selection of an arbitrator. The arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall, likewise, govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other.

Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
3. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
4. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
5. a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay;
b. No decision in any one case shall require a retroactive wage adjustment in any other case unless previously agreed to by the parties.
6. Where no compensation and/or fringe benefit loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. However, he/she shall have the power to order payment for lost interest, where appropriate.
7. No more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent, or unless the arbitrator or American Arbitration Association determine that because the grievances concern common questions of fact or law such that the grievances should be consolidated for economical reasons.
8. The arbitrator shall have no power to consider a grievance concerning a matter which also is pending or has been litigated in a state or federal administrative agency.

9. The arbitrator shall have no power to consider alleged violations of Article 6, Section K.
10. The arbitrator shall have no power to rule on the merits of a grievance which is a prohibited or illegal bargaining subject under the Public Employment Relations Act.
11. The arbitrator's decision shall conform with the Michigan Uniformed Arbitration Act.

F. If the Board and/or its representative believe there has been a violation of a specific article or section of the Agreement, it may file a grievance against the Association. Such grievance shall be in writing and shall set forth the issue involved. The Association President or Grievance Chair will meet with the Superintendent within ten (10) days of receipt of such grievance. A written answer shall be given within five (5) days after such meeting.

If the grievance remains unresolved, it may be submitted for binding arbitration by the Board.

G. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

H. Miscellaneous:

1. A grievance may be withdrawn at any step without prejudice.
2. The Association shall have the right to initiate a grievance involving the right of a bargaining unit employee(s).
3. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
4. All preparation, filing, presentation, or consideration of grievances up to the level of arbitration shall be held at times other than when a bargaining unit employee(s) or a participating Association representative are to be at their assigned duty stations.
5. All time limits in the grievance procedure shall refer to working days. The term "working days" shall be defined to include days during the summer break period when the Board's administrative offices are open for business.
6. Any grievance filed during the life of this Agreement shall be processed

through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.

7. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
8. If the alleged grievance involves an order or requirement, the grievant shall fulfill or carry out such order or requirement, pending the final decision of the grievance.
9. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the Association representative.
10. Nothing contained herein shall be construed as limiting the right of any bargaining unit employee having a grievance to discussing and having it resolved informally with the Employer; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.

ARTICLE 8 **Continuity of Operations**

A. 1. When an Act of God or an Employer directive forces the closing of a School or other facility of the Employer, the bargaining unit employees who work in that facility shall be excused from reporting to duty without loss of pay for only the first three occurrences each school year.

1. If the employer reschedules any such days pursuant to the Master Agreement covering teachers, or if the employer is required by law and/or to receive full state aid, to reschedule any such days bargaining unit employees shall work such rescheduled days, if needed, without pay. However, if the rescheduled day involves more work hours than the day that was canceled, the bargaining unit employee will be paid for the hours worked that exceed the hours that were canceled.
2. When school is closed for any reason, after the start of the school day, secretaries and aides/paraprofessionals may at the discretion of the Employer be excused within one (1) hour of when the students leave. Otherwise, secretaries, aides/paraprofessionals, and all other bargaining unit employees shall be excused after necessary work is completed. Employees so excused shall suffer no loss of pay for the day.
3. Section 1 and 3 above shall not apply if school is closed due to a strike.

B. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive procedure by which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that during the period of this Agreement, it will not, directly or indirectly, engage in or assist in any strike.

C. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

ARTICLE 9 Payroll Deductions

D. Upon appropriate written authorization from the bargaining unit employee, the Employer shall deduct from the salary of any such bargaining unit employee and make appropriate remittance for MEA Financial annuities or other mutually agreed to annuity programs, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and Employer.

E. The Association agrees to indemnify and save the Board, including each individual school board member and the school district, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the board for the purpose of complying with this Agreement. The Association shall appoint its attorney to represent the defendant(s) at Association expense.

ARTICLE 10 Negotiations Procedures

A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

B. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the contract term. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating committee.

C. There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Association ten (10) copies of the Agreement without charge to the Association. All new school district personnel policies or any changes in said policies shall be distributed to all bargaining unit employees within thirty (30) days of the establishment of the policy.

ARTICLE 11 Separability

A. If any provision of this Agreement or any application of this Agreement to any bargaining unit employee or employee or group of bargaining unit employees or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

B. It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Employer and Association will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

ARTICLE 12 Annexation, Consolidation, or Other Reorganization of the District

The Association shall be promptly informed in the event annexation, consolidation, or other reorganization of the District becomes the subject of serious consideration. The Association will be involved in all such planning and Association recommendations will be given serious consideration.

ARTICLE 13 Working Conditions

A. Bargaining unit employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. No bargaining unit employee shall be required to enter a building alone or to be left alone in a building. The Employer shall provide adequate rest areas,

and restrooms for bargaining unit employees' use.

B. The Employer shall support and assist bargaining unit employee with respect to the maintenance of control and discipline of students in the bargaining unit employees' assigned work area. The Employer or its designated representative shall take reasonable steps to remedy problems in respect to students who are disruptive or who repeatedly violate rules and regulations. It is acknowledged that student discipline is determined through School District policies and procedures pertaining to student discipline. In determining student discipline, the Employer agrees to consider Association recommendations. Bargaining unit employees may use such physical force with a student as is consistent with Board policy.

C. A bus driver or bus attendant may be required to dispense or administer medication in an emergency situation provided the School District maintains liability insurance coverage, covering the bus driver, of at least \$1,000,000.00. If the School District loses or is unable to obtain the aforementioned liability insurance coverage the exception provided herein shall be null and void.

Additionally, if secretaries or aides are required to administer medication, the following conditions shall apply:

1. The parent(s) shall present a signed authorization.
2. The authorization shall include clear, written directions for the administration of the medication.
3. If the medication involves injection, the employee shall receive training in its administration from a health professional.
4. Except in cases of gross negligence as defined by the Revised School Code, in no case shall the employee be held liable by the Board for any incident surrounding the administration of medication.

D. In the absence of a principal, or designee, bargaining unit employees shall not be held accountable or made responsible for the administration or supervision of the building.

E. The Employer shall provide without cost to the bargaining unit employee the following:

1. Approved first aid kits and materials in all work areas.
2. Reimbursement for the cost of CDL license or its renewal for satellite drivers and bus drivers.
3. Rubber gloves and hairnets. (Food and Nutrition only)

- F. For food and nutrition employees, the Employer shall provide lunches at no cost to the bargaining unit employees.
- G. For transportation employees, the following shall apply:
1. Drivers shall receive \$75 in December and \$75 in June, if their bus is kept clean, inside and out, and washed at least once every two (2) weeks.
 2. For purposes of this contract, a "route" consists of "runs". A full-time route is a route consisting of both a.m. and p.m. runs.
 3. If a field or special trip is cancelled with less than two (2) hours notice to the affected driver he/she will be paid the minimum one and one-quarter hour pay per Section G.(4). If a Special Ed. run is cancelled or a no show the driver will be paid for the run.
 4. Each bus will be equipped with first aid kits and a broom.
 5. Physical examinations required by the Board are to be conducted at a health facility or by a physician designated by the Board. Agility screening will be required. The physical examination will be conducted upon initial employment and annually during a single month selected by administration, but not later than July 31. Agility screening will be conducted upon initial employment and thereafter every third year, during a single month selected by the administration, but not later than July 31. The agility screening will be based on the essential functions of a bus driver's job. The Board shall pay for the cost of the physical examination and agility screening. This section shall not be construed to prevent a driver who fails a physical or agility screening from being retested or rescreened. Nor shall a driver be removed from his/her duties for a period of one year while agility re-screening is conducted.
 6. When a regular driver is unable to complete a portion of his/her route, an attempt will be made to contact drivers by radio to determine whether any driver is interested in taking that portion. The portion of the route shall be offered to the highest seniority driver who is interested provided, however, a driver is not eligible to take a portion of another driver's route which conflicts with his/her route or an extra trip which is scheduled to be taken by the driver.
- H. If the Board grants written approval for an Aide/Paraprofessional to attend training programs or workshops, the Board shall pay the cost.
- I. When an Aide is assigned or has responsibility for a student with a disability, the Aide shall not be expected to perform routine, scheduled maintenance of a

medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition, unless the Aide has received training and is assigned to do so.

J. If the Superintendent determines professional development should be scheduled for a particular classification or classifications, he/she will do so and entertain suggestions from the Association president. Attendance shall be mandatory and paid at the regular rate.

ARTICLE 14 **Hours**

A. All full-time Food and Nutrition employees shall receive a twenty-five (25) minute duty-free paid lunch.

B. For Food and Nutrition, Secretarial, and Aide/Paraprofessional employees the following shall apply:

All full-time employees (30 hours per week or more) shall receive two (2) fifteen (15) minute paid duty-free breaks per day, one in the morning and one in the afternoon. Less than full-time employees who work at least three (3) hours per day shall receive one (1) fifteen (15) minute paid duty-free break per day.

C. For all Food and Nutrition, Secretaries, and Aide/Paraprofessional employees, hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1 1/2) times the regular rate of pay or equal compensatory time off, at the employee's option.

For Transportation employees all hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1 1/2) times the regular rate of pay (i.e., the rate of pay applicable to the work being performed in excess of forty (40) hours/week) or equal compensatory time off, at the employee's option.

D. All meetings employees are required to attend shall be compensated at their regular rate of pay. Failure to attend non-mandatory meetings shall not adversely affect an employee's opportunities for promotion.

E. The Employer shall pay the employee's regular hourly rate and expenses for all training and/or meetings (for example, Capital Area School Food Service Association) it requires.

F. All special functions (e.g., dinners) shall be compensated at one and one-half

(1-1/2) times their normal rate of pay or equal compensatory time.

G. All Food and Nutrition employees' hours shall remain in effect, unless they are reduced pursuant to the provisions of Article 17. This section shall not be construed to allow bumping on days when some, but not all, buildings are operating a reduced schedule (e.g., a building operates a ½ day schedule due to a conference).

ARTICLE 15

Vacancies, Transfer, and Promotions

A. A vacancy shall be defined as a position which is unfilled because it is newly created or because the person holding that position has permanently severed his/her employment in the bargaining unit. A temporary position shall not be considered to be a vacancy. A temporary position shall be defined as a position that is not anticipated to exist for the remainder of the school year. This temporary position shall be filled with the most seniored bargaining unit member who has bid for the temporary position.

There will be only one bump allowed with a temporary position fill. The remaining open position shall be filled by a substitute employee for the remaining time.

B. All vacancies shall be posted in Central Office for a period of ten (10) workdays and sent to each bargaining unit employee with an e-mail address and it shall be the employee's responsibility to designate a personal e-mail address if they are not using a District e-mail account. It shall be the employee's responsibility to notify the Board of the employee's personal e-mail address. The Board shall not be responsible if an e-mail sent to a personal e-mail address is blocked or not received. For the purpose of this section, workdays shall be defined as days when the District's central office is open for business. Said posting shall contain the following information:

- (1) Type of work
- (2) Location of work
- (3) Starting date
- (4) Rate of pay
- (5) Hours to be worked
- (6) Category
- (7) Minimum requirements

C. Interested bargaining unit employees may apply in writing to the Superintendent, or designee, within ten (10) day posting period.

Drivers shall be awarded a vacancy during the school year according to seniority within their category if the vacancy is more than one (1) hour greater than his/her current assignment.

Paraprofessionals shall be awarded a vacancy during the school year according to seniority within their category if the vacancy is more than one-half (0.50) hour greater than his/her current assignment.

A vacancy need not be posted in accordance with this article if it can be filled by the recall of a laid off employee. A vacancy, which occurs during the school year, and is not filled by laid off or current bargaining unit members within the affected category, may be filled by a temporary employee for the remainder of the school year and then shall be filled for the ensuing school year in accordance with Article 17 (Assignments).

Vacancies shall be filled with the most senior applicant from within the affected category, with proper qualifications. The Board shall have discretion to select the Transportation Assistant and Secretarial positions, with seniority and bargaining unit employee status being factors given equal qualifications. Proper qualifications shall be determined by the bargaining unit employee meeting the required qualifications as outlined in the position description.

Should no bargaining unit employee from the affected category apply, then bargaining unit employees from other categories who apply will be considered. The bargaining unit employee will be offered the position if his/her qualifications are determined by the Superintendent to be better than those of a non-bargaining unit employee who applies.

The categories are defined in Article 16, Section C.

D. Within ten (10) work days after the selection of the successful candidate the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be notified with a written notice provided to the Association.

E. If it is determined that an employee seeking to be promoted within a category or transferred from one category to another is qualified, the bargaining unit employee shall subsequently be given a thirty (30) workday trial in which to show his/her ability to perform the job. The Employer shall give the promoted or transferred bargaining unit employee reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit employee, the bargaining unit employee shall be returned to his/her previous assignment.

F. Bargaining unit employees shall not receive a lower hourly wage due to involuntary transfers for the remainder of the school year in which the involuntary transfer occurred.

G. The parties agree that involuntary transfers of bargaining unit employees are to be effected only for reasonable cause.

H. Any bargaining unit employee who temporarily assumes the duties of another bargaining unit employee will be paid the regular rate for those duties. A bargaining unit employees pay rate shall not be reduced as the result of any temporary change in duties.

ARTICLE 16

Seniority

A. Seniority shall be determined on a category-by-category basis and shall be defined as the length of service within a particular category as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit employee has the same starting date of work, position on the seniority list shall be determined by drawing lots. Separate seniority lists shall be maintained for each employee category (Food and Nutrition, Secretarial, Transportation and Aide/Paraprofessionals). Service performed in one category shall not cause seniority to be gained or accumulated in another category.

B. Part-time bargaining unit employee shall accrue seniority on a pro rata basis (Food Service and Secretarial only). Probationary bargaining unit employees shall have no seniority until the completion of the eighty (80) work day probationary period at which time their seniority shall revert to their first day of work. Work days when the probationary bargaining unit employee is not at work for his/her full assignment shall not count toward completion of the probationary period, but a partial day, attendance will count as an entire day.

C. For purposes of this Agreement, all bargaining unit employees shall be placed in a classification in one of the following categories based on their current assignments:

Category 1 -Food and Nutrition

- (1) First Cooks
- (2) Second Cooks and Cooks' Assistants

Category 2 – Food and Nutrition

- (1) Satellite Driver

Category 3 -Transportation

- (1) Bus Driver
- (2) Bus Attendant

Category 4 -Aides/Paraprofessionals

- (1) Aide/Paraprofessional

Category 5 -Secretarial

- (1) Secretaries and Clerks

D. The Employer shall prepare, maintain, and post the seniority lists. The initial seniority lists shall be prepared and posted conspicuously in all buildings of the District within thirty (30) workdays after the effective date of the Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority lists and subsequent revisions shall be furnished to the Association.

State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulations, all bargaining unit employees shall receive seniority rights as provided in this Agreement.

E. Any bargaining unit employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may at his/her option be employed at other work on a job that is operated by the Employer, which he/she can do, without regard to any seniority provision of this Agreement. This provision may be invoked by the employee only to fill a vacancy or, in the event another employee voluntarily agrees to a mutual transfer of positions. The Superintendent or designee shall have the final discretion to determine whether the employee can perform the job.

F. Seniority shall be lost by a bargaining unit employee upon termination, resignation, retirement, or transfer to a non-bargaining unit position.

A bargaining unit employee who makes application for and receives a position in a different category within the bargaining unit shall have their seniority in their old category frozen. Such frozen seniority will be reactivated only upon their return back into that category, or, in the event they are subsequently laid-off they may use such frozen seniority for purposes of recall if a vacancy exists.

G. Except as otherwise provided for in Section F of this Article, it is agreed that for purposes of Article 15 pertaining to vacancies, transfers, and promotions and Article 17 pertaining to layoff and recall, employees in different categories shall be treated separately as if those articles did not apply to employees in other categories. Employees in a category shall have no rights by virtue of this Contract to

employment in another category. Articles 15 and 17 shall be applied only within categories and not between categories. The five (5) employee categories are set forth in Section C of this Article.

ARTICLE 17
Reduction in Personnel, Layoff, and Recall

A. For Food and Nutrition, Aide/Paraprofessional, and Transportation employees layoff shall be defined as a necessary reduction in the work force beyond normal attrition.

For Secretarial employee's layoff shall be defined as a necessary reduction in the work force beyond normal attrition.

This provision does not prohibit the parties (Board and Association) from mutually agreeing to reduce the total number of bargaining unit positions if a building is closed or a program is eliminated.

B. No bargaining unit employee shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit employee shall have been notified of said layoff at least two (2) calendar weeks prior to the effective date of the layoff. In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit employees in that category, then the least senior bargaining unit employees in that category. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit employees who are qualified for a vacant or newly-created position in that category.

C. For Food and Nutrition, Aide/Paraprofessional, and Transportation employees, the following shall apply:

Bargaining unit employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, in the same category, for which they are qualified, which is held by a less senior bargaining unit employee. A bargaining unit employee who has assumed additional duties due to the elimination of a position as part of a consolidation of positions shall not be entitled to Article 17 layoff, recall and bumping rights.

For Secretarial employees the following shall apply:

Bargaining unit employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position of the least senior bargaining unit member of his/her category. For the purpose of lay-off and recall only there shall be two categories; 1. Full-time Secretaries; 2. Less than full time Secretaries. If the least senior category 1 Secretary is affected by a

layoff/elimination of position, she/he shall have the right to assume the position of the least senior category 2 employee, provided he/she is qualified and has greater seniority. A bargaining unit employee who has assumed additional duties due to the elimination of a position as part of a consolidation of positions shall not be entitled to Article 17 layoff, recall, and bumping rights.

D. In the event of a layoff, the Employer and Association may mutually agree to allow individual unit employees to waive their seniority rights for the purpose of the layoff. With the approval of the Employer and the Association, bargaining unit employees may, at their option without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit employee, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit employee's right to be recalled from such layoff.

If such an agreement is reached, the following form shall be used.

Individual Agreement

The undersigned hereby agrees to waive his/her seniority for purposes of the Stockbridge School District impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Agreement, including recall rights and other contractual privileges or benefits conferred under the Agreement. This waiver pertains solely to the order in which said bargaining unit employee might be laid off during the period of this Agreement.

Date Signature Bargaining Unit Employee

Date Signature Association Representative

Date Signature Employer Representative

E. In the event of a reduction in the work hours in a classification or position, bargaining unit employees with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit employees with less seniority on the work schedule in the same classification who have schedules which do not conflict with his/her normal work schedule. In no case shall a reduction of any bargaining unit employees work hours take effect until fourteen (14) calendar days after written notice to the affected bargaining unit employee(s) is given by the Employer.

F. A laid off bargaining unit employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her

seniority. Laid off bargaining unit employees may continue their health, dental, and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer subject to the limitations of the carrier. Laid off bargaining unit employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any bargaining unit employee who completes their probation period shall be deemed qualified for any position in that category. Notices of recall shall be sent by mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining employee is to report back to work. It shall be the bargaining unit employee's responsibility to keep Employer notified as to his/her current mailing address. A recalled bargaining unit employee shall be given ten (10) calendar days from receipt of notice to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit employee can report for work providing the bargaining unit employee reports within the ten (10) day period. Bargaining unit employees on layoff shall accrue seniority during the period of such layoff. Accrual of seniority while on layoff shall be limited to two (2) years per period of layoff.

G. Refusal or acceptance of a position which is not equivalent in hours and compensation to the position from which the employee was laid off shall not adversely affect his/her recall rights. Any laid-off employee who refuses to accept recall to an equivalent position or who fails to respond to recall notice shall be deemed to be a voluntary quit.

H. Employees will remain on the recall list for a period of three (3) years. After three (3) years, if the employee has not been recalled, he/she will lose any recall rights. Working as a substitute does not count as a recall.

ARTICLE 18 Assignments

Secretaries

A. All summer Secretarial positions and temporary summer Secretarial positions shall be posted with the assigned rate of pay. All Secretarial bargaining unit employees shall have the right to fill such positions. If more than one Secretarial bargaining unit employee requests the position, it shall be awarded, at the discretion of the Board, with the highest seniority being a factor given equal qualifications.

B. Secretaries shall continue on a work schedule starting ten (10) workdays before the first teacher workday and ending ten (10) workdays after the last teacher workday. If additional days are needed, the Board will meet and confer with the Association.

Aide/Paraprofessionals

A. Aide/paraprofessional positions for the academic year shall be filled at a bid meeting for employees in this category. Categories excluded from the bid meeting are the Media Center aides and the designated one-on-one Special Education Aides. The bid meeting shall occur a minimum of five (5) workdays before the beginning of the academic year. Employees must be present at the bid meeting to bid and may select a position in their classification at the bid meeting based upon seniority if it is more than one ~~(1) hour~~ ^{.50 hr} greater than their present position.

1. Classroom Aide/Paraprofessionals shall work under the direction of their assigned teacher(s). Their ultimate supervisor shall be the building administrator. The Aide/Paraprofessional shall not be assigned responsibilities that would violate the School Code. Disputes regarding whether the School Code has been violated shall not be subject to arbitration.
2. Aide/Paraprofessionals shall be notified of their tentative assignments at least one (1) week prior to the start of the school.
3. Media Center Aides and designated one-on-one Special Education Aides shall keep their assignment for each year until their position no longer exists and their being assigned to the position shall exempt them from the paraprofessional bidding process.

B. When a teacher is assigned recess duty an Aide/Paraprofessional will not be required to take the place of that teacher.

C. If the Board grants written approval for an Aide/Paraprofessional to attend training programs or workshops, the Board shall pay the cost.

D. All bargaining unit paraprofessionals shall be given first priority to work special assignments within the school building. Bargaining unit members will be contacted by building seniority. One attempt should be sufficient and the administration shall not be obligated to delay or make another attempt. The failure to make contact after an attempt is made shall not be the subject of a grievance.

When an Aide is assigned or has responsibility for a student with a disability, the Aide shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition, unless the Aide has received training and is assigned to do so.

Food and Nutrition

A. The Food and Nutrition Department will work as scheduled every day school is in session for a full day, and a half-day school is in session for a half day. A work schedule will be provided at the first report date for the school year. A tentative schedule will be provided to staff at least one (1) week prior to the start of school. At the direction of the Food and Nutrition Director, high school staff may be scheduled for a full day of work on half days of school. Four (4) cleaning days will be scheduled for each school year. If additional hours for cleaning are needed, they will be scheduled by the Food and Nutrition Director. Additional hours for cleaning may be scheduled on half days of school.

B. In the event of the absence of a First Cook or Second Cook, food and nutrition employees who are interested in substituting shall be offered the opportunity to assume those duties-on a continuous rotating basis provided administration judges they are trained and qualified to perform the required duties and available to work the entire assignment. Continuous rotating basis shall mean:

1. A list consisting of the Second Cooks who are trained and qualified to perform the required duties and are interested in substituting shall be prepared. The employees on the list shall be ranked in the order of their seniority.
2. If the First Cook or Second Cook is absent, the employees on the list shall be offered the chance to substitute in order of their seniority. However, an employee on the list shall not be entitled to substitute if he/she is not qualified to perform the required duties.
3. Each time an employee on the list is offered the opportunity to substitute, his/her name shall rotate to the bottom of the list. A refusal shall count the same as an acceptance. A notation of the last date a temporary vacancy was offered to a person will be made by each name.
4. To offer an employee on the list the opportunity to substitute, an attempt will be made to contact the employee by telephone. One attempt shall be sufficient and the Board shall not be obligated to delay or make another attempt. The failure to make contact after an attempt is made shall not be the subject of a grievance.
5. The Food and Nutrition Director may call a substitute to fill in for the employee whose assignment was changed.

C. All food and nutrition employees shall be eligible to work special functions. All employees shall be placed on a list in order of seniority. The special function shall be offered to the employee at the top of the list. After a special function is offered to the employee, the employee's name shall rotate to the bottom of the list

regardless of whether the employee accepted or declined the offer. The lowest seniority employee shall be required to take a special function that is declined by all other employees.

The Food and Nutrition Supervisor will be given notice of a special function, which will require use of kitchen equipment and/or facilities before final approval for a special function is given. The Food and Nutrition Supervisor will decide whether cooks should be assigned to the special function on the basis of necessity. If it is determined that a special function does not require the presence of a cook, the Food and Nutrition Supervisor will provide a list of "dos and don'ts" to be followed to assure cleanliness and safety are maintained.

Transportation

A. All bus routes will be bid every year in August (summer route bid separately). New routes will be bid as they occur. Any route that is increased or decreased by more than one (1) hour after the August bid meeting shall be considered a new route and re-bid. However, only bargaining unit employees working a minimum of more than one (1) hour per route less than the number of hours in the posted position are eligible to bid on the position. A substitute driver for the remainder of the school year shall fill any subsequent vacancy created by such an awarded position, and then the position shall be posted for the following year. Any bus route that is less than four (4) hours will not be re-bid if a vacancy occurs after the August bid meeting. A substitute driver for the remainder of the school year will fill the bus route.

ARTICLE 19 Job Description and Classification

A. For each category, job descriptions will include at a minimum:

- (1) Job Title and Description
- (2) Minimum Requirements
- (3) A specific statement of required tasks and responsibilities

Any evaluations of bargaining unit employees' work performance shall be based primarily upon said job descriptions.

B. The basic compensation of each bargaining unit employee shall be as set forth in Schedule "A". There shall be no deviation from said compensation rates during the life of this Agreement.

C. Compensatory time off may be given instead of overtime pay if mutually

agreeable to the Employer and the bargaining unit employee.

ARTICLE 20 Retirement

The Board may adopt a mandatory retirement policy if it becomes legal to require mandatory retirement under state and federal law. Mandatory retirement at less than seventy (70) years shall only be required if this is negotiated with the Association. Any mandatory retirement policy shall allow employees to continue employment on a year-to-year basis upon mutual agreement with the Employer.

ARTICLE 21 Sick Leave

A

1. At the beginning of each work year, each bargaining unit employee shall be credited with three (3) sick days. Starting in December, and continuing through June, on the last work day in each month bargaining unit employees will be credited with one (1) additional sick day provided there have been no absences during that month. Unused sick days shall accumulate from year-to-year up to a maximum of 100 days. The Employer shall furnish each bargaining unit employee with a written statement on each pay stub setting forth the total accumulated sick leave credit for said bargaining unit employee.

Beginning with the 2014-2015 school year, each bargaining unit employee shall be credited with three (3) sick days in January 2015. Starting in April and continuing through June, on the last work day each month bargaining unit employees will be credited with one (1) additional sick day provided there have been no absences during the month.

2. Should any employee leave employment with the District before the end of the school year, their final paycheck will be adjusted for sick days not earned at the rate of one (1) day per month.
 1. A doctor's statement certifying injury or illness may be required if there is reason to suspect possible abuse of sick leave (e.g., pattern of absenteeism or number of sick days exceed five (5) in a school year)
 2. Bargaining unit employees who have accumulated a maximum of 100 sick days shall be paid on the last pay of the fiscal year \$50 for each sick day they would have earned had they not been at the 100 sick day accumulation limit. The bargaining unit employees can elect to have this payment made as a contribution to a 403 (b) annuity.

B. Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days, provided that the Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act until his/her sick leave days are exhausted, or one (1) year, whichever occurs sooner. Time shall be prorated against sick leave at the rate of the 1/2 day of sick leave per day on Worker's Compensation.

C. The sick leave days may be taken by a bargaining unit employee for the following reasons and subject to the following conditions:

1. Personal Illness or Disability. The bargaining unit employee may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
2. Medical Or Nursing Care. The bargaining unit employee may take two (2) days to make arrangements for medical or nursing care for a member of his/her immediate family. (See definition below).
3. Illness in the Immediate Family. The bargaining unit employee may take days for illness of a member of his/her immediate family. "Immediate family" shall be defined as below.

D. A bargaining unit employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall upon application and doctor's written verification of illness be granted a leave of absence without pay for up to one (1) year. The leave may be renewed each year upon written request of the bargaining unit employee.

E. For all provisions of this Agreement "immediate family" shall be defined as: natural parents, step-parents, siblings, spouse, children, grandchild, grandparents, spouse's parents, sister or brother of the employee's spouse, or any other relative of either spouse living in the employee's home.

ARTICLE 22

Other Paid Leaves

A. At the beginning of every school year, aide/paraprofessional, secretarial, transportation, and food and nutrition employees shall be credited with one (1) day, to be used for the bargaining unit employee's business. A bargaining unit employee planning to use a business day or days shall notify his/her supervisor at least three (3) days in advance, except in cases of emergency. Business days shall not be granted for recreational activities. The bargaining unit employee may be asked to explain the reason for any personal leave request for a school day immediately

before or after a holiday, weekend, or vacation period and reasonable restrictions may be imposed on personal leaves on such days. Unused business days shall accumulate as sick leave.

B. Any bargaining unit employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial matter, including requested attendance by the Board during an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time. The employee will reimburse the District for any jury duty or witness fees received.

C. Any bargaining unit employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive from the Employer during any period when the affected bargaining unit member engages in training or other service in the Reserve or National Guard.

D. The bargaining unit employee shall be granted a maximum of five (5) days paid leave per death for immediate family members. Additional time off for traveling to said funeral shall be granted and such additional time shall be charged to the employee's sick leave. Unused funeral/bereavement leave shall not be cumulative.

E. For all provisions of this Agreement "Immediate Family" shall be defined as: natural parents, step-parents, siblings, spouse, children, grandchild, grandparents, spouse's parents, sister or brother of the employee's spouse, or any other relative of either spouse living in the employee's home.

ARTICLE 23 Unpaid Leaves

A. Leaves of absence without pay or benefits up to one (1) year in duration are available upon written request from a bargaining unit employee for purposes set forth in Section B of this Article. During said leaves, seniority shall continue to accumulate. Written requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leaves. A bargaining unit employee returning from a leave of absence shall be reinstated to the same position and classification he/she held when the leave began. At least sixty (60) calendar days (except in the event that circumstances do not permit) prior to the date a leave is scheduled to expire, a bargaining unit employee shall notify the Employer in writing of his/her intent to return to work. Failure to provide the written notification shall constitute the employee's resignation from employment.

B. Unpaid leaves of absence may be taken for the following purposes:

1. Uniformed Services Leave. A uniformed services leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the uniformed services of the United States, or who

shall enlist, volunteer, be called, or otherwise make himself/herself available for active duty in the National Guard or Reserve. Bargaining unit employees who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

2. Association Office. A leave of absence of up to one (1) year may be granted upon application for the purpose of serving as an officer of the Association or an officer in its state or national affiliate.

If permitted by the Michigan Public School Employee's Retirement Act, with an unpaid leave of absence for Association office, the bargaining unit member will be eligible to contribute to the Michigan Public School Employee's Retirement System (MPERS) during the term of the unpaid leave.

3. Public Service. A leave of absence not to exceed one (1) year shall be granted to any bargaining unit employee upon application for the purpose of campaigning for, or serving in, a public office. This provision shall not apply to serving as a member of the Michigan Legislature.
4. Parental/Child Care. A leave of absence not to exceed one (1) year shall be granted to any (male or female) bargaining unit employee for the purpose of caring for their own child. Said leave shall commence upon request of the bargaining unit employee. Except in the case of emergency, employees shall give thirty (30) calendar days' notice of commencement of the leave.

A pregnant bargaining unit employee may commence said child care leave prior to, or subsequent to the birth of her child at her option. A child care leave shall be available to the bargaining unit employee upon termination of her disability benefits, at the option of the bargaining unit employee. The bargaining unit employee may terminate the leave any time after the birth of the child or in the event of death of said child and provided that she is physically able to perform her work responsibilities. Employees shall give thirty (30) calendar days' notice to the Board of their intent to return to work.

5. Discretionary Leave – An unpaid leave of absence not to exceed one (1) year may be granted to a bargaining unit employee by the Superintendent.

ARTICLE 24

Bargaining Unit Employee Evaluations

- A. The employer may conduct periodic evaluations of bargaining unit

employees. If a bargaining unit employee has not been evaluated for two (2) or more years, upon the request of the bargaining unit employee, the supervisor shall conduct an evaluation. If a bargaining unit employee has not been evaluated at least once every three (3) years, this shall constitute the employer's acknowledgement that performance has been satisfactory.

B. All evaluations shall be reduced to writing and a copy given to the bargaining unit employee within ten (10) days of the evaluation conference with the supervisor. If the bargaining unit employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question

C. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit employee's personnel file.

D. If a bargaining unit employee is not continued in employment, the Employer will advise the bargaining unit employee of the specific reasons therefore in writing with a copy to the Association.

E. Each bargaining unit employee's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this bargaining unit employee is ___satisfactory, ___ unsatisfactory (check one)."

ARTICLE 25

Secretarial Employee Holidays

School year Secretarial employees shall receive the following paid holidays:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Memorial Day
- Christmas Day
- New Year's Day

On Good Friday, secretaries will be expected to work only those hours that school is actually in session, but will receive a full day's pay, except when Good Friday is not a scheduled workday.

Eleven-month Secretarial employees will also receive:

Christmas Eve Day
New Year's Eve Day

President's Day will be considered a paid holiday only if school is not scheduled for that Monday. If school is scheduled and secretaries are required to work on President's Day, the parties will meet to select an alternate date as a paid holiday.

ARTICLE 26
Miscellaneous

- A. All bargaining unit employees shall receive, at no cost, season tickets for all regular sports events held at the Stockbridge Schools.
- B. After five (5) years of continuous employment with the District, upon termination from employment, full-time employees shall receive \$13.02 per unused sick day accumulated.
- C. After five (5) years of continuous employment with the District, part-time employees shall receive \$6.54 per unused sick day accumulated.
- D. A total of fifteen (15) days shall be allowed for Association business (with a limit of six (6) days per member except that the limit for the Association President shall be ten (10) days). These days shall be used at the discretion of the Association with three (3) days prior notification to the Administration except in an emergency. The Association shall pay for the substitute if provided. Allowing more than one (1) person to be gone on a particular day shall be based upon the availability of a substitute.
- E. No bus driver will be qualified for duty or permitted to operate a vehicle if his/her driving record fails to meet the requirements for the District's insurance and the Michigan Essential Insurance Act for Standard Automobile Insurance or if only high risk insurance is available for the bus driver. The District agrees it will not change the insurance criteria requirements during the life of this Agreement. It is recognized that the District has no control over insurance policy criteria requirement changes made by the carrier.
- F. Employees shall receive a year-end payment according to the following schedule, if absent for any reason are as follows:

Days Absent Payment

0 \$125
1 \$100
2 \$75

3 \$50

G. An Emergency Financial Manager appointed by law may reject, modify, or terminate this Agreement as provided by law.

H. To enhance communications between the parties and clarify ambiguity of the current contract. Meetings will be held between School Administration and the Stockbridge MESPA Representatives as necessary.

ARTICLE 27 Family and Medical Leave

A. Upon request, the employer shall grant a leave of absence to any bargaining unit employee, pursuant to the Family Medical Leave Act (FMLA) for the following purposes:

1. The serious health condition of the employee; or
2. The serious health condition of the employee's spouse, parent, or child as contained in the Act.
3. The birth of a child; or
4. The placement of a child for adoption or foster care.

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

The maximum accumulated leave time granted pursuant to this section shall be limited to twelve (12) full weeks (60 working days) per twelve (12) month period.

B. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment. This is subject to Article 19, Reduction in Personnel, Layoff, and Recall Provisions.

C. The employee shall have the option of first using accumulated paid sick leave and/or personal leave during the leave, but only for days scheduled as work days. In accordance with the FMLA, the employer may require an employee to substitute paid leave for unpaid FMLA leave, but in no case may the employer require that the employee's remaining accumulated paid sick leave and/or personal leave days balance drop below five (5) days of accumulation.

D. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

D. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

E. Seniority shall accrue during an initial FLMA leave. For subsequent FMLA leaves, seniority will be subject to the provisions of the Act.

F. The employee shall have the right to take the leave on a reduced or intermittent schedule pursuant to the restrictions as contained in the Act.

G. Where the need is foreseeable, the employee will provide the employer at least thirty (30) calendar days' written notice of the request for the leave. It will include the reason for the request; medical verification; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave. If it is not foreseeable the employee will give medical verification and as much notice as possible.

H. Except as limited by the express language of this Agreement, the Employer reserves all rights granted to it under the FMLA.

ARTICLE 28
Duration

This Master Agreement will run for two (2) years starting August 15, 2015 and running through August 15, 2017 and be effective upon the date it is ratified by both parties.

This agreement shall be effective upon ratification by the parties and shall remain in effect until August 15, 2017. Wage, Steps, Longevity, and Health Benefits reopeners will take place in the 2015/2016 school year.

Bargaining will begin February 1, 2016

In witness whereof the parties have caused this Agreement to be executed by their authorized representatives.

Board of Education
Stockbridge Community Schools

By *Carrie E. Shakam*
President

By *Judy A. Sherry*
Secretary

Date *August 10th 2015*

Stockbridge Educational
Support Personnel - MEA/NEA

By *Hiedi L. Pierce*
President

Date *August 18, 2015*

**APPENDIX A
Compensation**

A. For the purposes of only Appendix A and Appendix B, the following classifications shall apply.

B. Classification

- I. Head Cook
- II. A. First Cook (Main Dishes, High School)
B. Second Cook (Salad Bar, Bread, Veg., Fruit)
- III. A. Cook's Assistant
B. Satellite Driver
 - Satellite Server
 - Probationary (All F.S. Classifications)
- VI. A. Aide/Paraprofessional -probationary
B. Aide/Paraprofessional -80 Work Days
- VII. A. Secretarial/Clerical -probationary
B. Secretarial/Clerical -80 Work Days

C. The following hourly rates shall apply for bargaining unit employees:

Classification 2011-12

- I \$11.40
- II A. \$11.40
B. \$11.25
- III A. \$ 9.50
B. \$ 9.25
- IV \$ 9.50
- V \$ 8.20
- VI A. \$8.26
B \$11.06
- VII A. \$9.92
B \$13.75

D. Transportation Wage Rates

The following rates shall apply:

Probationary Driver (80 Work Days) \$44.00 Per Run

Morning Run \$50.00 Per Run Evening Run \$50.00 Per Run Head Start Run \$30.00 Per Run Career Center Run \$45.00 Per Run Career Center Sitting Time \$17.25 Per Run

Field Trips – In District One Hour or Less \$16.66 Per Hour Additional Hours: \$ 9.02 Per Hour

Field Trips – Out of District First Two (2) Hours: \$33.24 Per Hour Additional Hours: \$ 9.40 Per Hour

Ball Games First Two (2) Hours: \$33.24 Per Hour Additional Hours: \$ 9.40 Per Hour

Breakdown Time \$17.55 Per Hour

Sitting/Garage Time \$10.41 Per Hour

E. Additional Compensation

1. An additional 83 cents per hour will be paid for the secretary with Internal Accounting responsibilities.
2. Substitute Calling -\$3.27 per day per each ten (10) teachers. Such responsibilities will be at the discretion of the Superintendent. The employee may refuse this assignment.

F. Payroll Options for Secretaries

A secretary may select the option of twenty-one (21) pay periods or twenty-six (26) pay periods. If a secretary selects the twenty-six (26) pay periods option, the secretary shall not have the option to receive a lump sum payment of the pro-rated balance in a lump sum. A secretary who selects the twenty-six (26) pay periods option for a particular school year shall not have the right to change that option for that school year without the permission of the Superintendent of Schools. This section shall be effective September 1st following ratification of the Agreement.

G. Overtime.

An employee shall not perform overtime work without first obtaining the express approval of his/her immediate supervisor. If the immediate supervisor is not available, the employee shall obtain the express permission of the individual designated by his/her supervisor before performing overtime.

**APPENDIX B
Compensation**

A. The following hourly rates shall apply for bargaining unit members employed on or after July 1, 2009:

Classification

I	\$10.50
II A.	\$10.50
B	\$10.50
III A.	\$ 9.00
B.	\$ 8.75
IV	\$9.00
V	\$ 8.20

B. The following hourly rates shall apply for bargaining unit employees employed on or after July 1, 2012:

Classification

VI A.	\$8.26
B	\$10.25

APPENDIX C
Secretarial Fringe Benefits

A. The Board agrees to provide the Health Insurance program described below:

At the employee's option, either PLAN A or PLAN B coverage.

PLAN A: Community Blue PPO – Plan 15/20% with a \$10/\$40 RX and a Health Reimbursement Account with a \$5,000 – One Member/\$10,000-Family (two or more members) in-network deductible.

Dental Plan 100/90/90/90: 1,500/1,000 with Orthodontic Rider, including internal and external coordination of benefits; \$20,000 Negotiated Life with A. D. & D.; ADN Vision Plan.

PLAN B: Dental (as described in PLAN A) LTD (as described in PLAN A), ADN Vision Plan, \$30,000 Negotiated Life with A. D. & D.

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PLAN B subscribers will receive \$620 per month as cash in lieu of insurance, which may be applied towards the MEFSA'S/MEA-Sponsored Tax-Deferred Annuity or any present annuity plans. Any amounts exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups, if permitted by the carrier.

The Board will pay 90% of the entire premium for PLAN B. The Board will pay the statutory "hard cap" limitation towards the entire premium for PLAN A, which limitation includes the deductible payment for the HRA health insurance choice. Any premium in excess of the amount paid by the Board for PLAN A shall be paid by the employee through payroll deduction.

The Board shall have the option to "PAK" insurance.

B. The Board of Education agrees to make payroll deductions for employees who join the Capital Area School Employees Credit Union.

C. Open enrollment shall be held as scheduled by the carrier. The Board shall have no responsibility to pay insurance costs until the employee is enrolled by the carrier.

D. The Board shall make payment of insurance contributions when due for all persons to assure continuance of coverage during the full twelve (12) month period commencing October 1 and ending September 30. An employee who completes the

school year shall be entitled to payment of insurance contributions through the summer even though the employee may not be returning the next school year.

E. If an employee is granted an unpaid leave of absence effective May 1st or later, for the balance of the school year, their health insurance payments shall continue uninterrupted through the summer and until the beginning of the ensuing school year.

F. In the event an employee commences an unpaid leave the Board will pay the insurance costs per Appendix C for the month said leave begins. The Board will pay the cost of the Appendix B fringe benefits for the month during which said employee returns, provided, however, that the employee gives the Board notice of their intended date of return to work prior to the date insurance payments for that month are due. Any employee whose unpaid leave under this provision encompasses a month in which the Board does not have an obligation to benefits at group rates, if permitted by the carrier. Any employee whose unpaid leave under this provision encompasses a month where Board paid insurance lapses shall have the right to reimburse the Board for continuation of fringe benefits.

APPENDIX D
Food and Nutrition Fringe Benefits

A. If the bargaining employee was an employee of the District on or before May 31, 2009, the Board agrees to provide two (2) cooks at the high school and one (1) cook at each of the three (3) other school buildings with an insurance subsidy of eight thousand dollars (\$8,000) paid on an equal monthly basis each year to be applied towards a health insurance plan to be mutually agreed upon, or, as cash in lieu of insurance. Any amounts exceeding eight thousand dollars (\$8,000) shall be payroll deducted. If the bargaining unit employee's employment stops prior to the end of the school year the subsidy shall be prorated for time worked.

B. For food and nutrition employees who carry health insurance through the District an open enrollment shall be held as scheduled by the carrier. The Board shall have no responsibility to pay insurance costs until the employee is enrolled by the carrier.

C. If an employee commences an unpaid leave the Board will pay the insurance subsidy per Appendix D for the month said leave begins. The Board will pay the prorated cost of the Appendix D fringe benefits for the month during which said employee returns, provided, however, that the employee gives the Board notice of their intended date of return to work prior to the date insurance payments for that month are due. Any employee whose unpaid leave under this provision encompasses a month where Board paid insurance lapses shall have the right to reimburse the Board for continuation of fringe benefits.

APPENDIX E
Food and Nutrition Calendar

The Food and Nutrition Department will work as scheduled every day school is in session for a full day, and a half day school is in session for a half day. A work schedule will be provided at the first report date for the school year. A tentative schedule will be provided to staff at least one (1) week prior to the start of school. At the direction of the Food and Nutrition Director, high school staff may be scheduled for a full day of work on half days of school. Four (4) cleaning days will be scheduled for each school year. If additional hours for cleaning are needed, they will be scheduled by the Food and Nutrition Director. Additional hours for cleaning may be scheduled on half days of school.

APPENDIX F
Secretarial Longevity Pay

1. On the last June pay of each school year, secretaries shall receive a lump sum payment based on their daily rates of pay. The initial payment eligibility year, for full or prorated payment, shall begin after the employee has completed their sixth anniversary hire date. The initial step advancement eligibility year shall begin after the employee has completed their eleventh anniversary hire date. The payment shall be computed on the basis of the following schedule at each employee's current rate of pay:

<u>Year of Service</u>	<u>Days Paid for Longevity</u>
6 -10	1.25 days per month
11 -15	1.50 days per month
16 and up	1.75 days per month

2. Secretaries whose anniversary hire date is after their first day of work for the classification shall receive the longevity compensation amounts listed below on a basis prorated for the percentage of days worked in the first year they become eligible for payment, and the first year they advance a step. Example: A secretary hired on workday 85 of a 215-day work year would receive 60% of the longevity compensation amount listed above in their initial year of eligibility. After this employee's eleventh anniversary hire date they would receive 40% of the first step amount and 60% of the second step amount as they move between steps.

LETTER OF AGREEMENT
Between Stockbridge Community Schools
and the Stockbridge Michigan Educational
Support Personnel Association

Article 1 (Recognition) shall remain in effect unless modified by mutual agreement between the parties. In the event that the District changes a position in the unit by creating a new supervisory position designated as the Transportation Assistant, the parties will re-open negotiations under Article 1 and any other relevant Article impacted by this decision.

Stockbridge Community Schools

By: *James Jordan*

Dated: 6-11-12

Stockbridge Michigan Educational
Support Personnel Association

By: *Rishat Kelly*

Dated: May 21, 2012

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