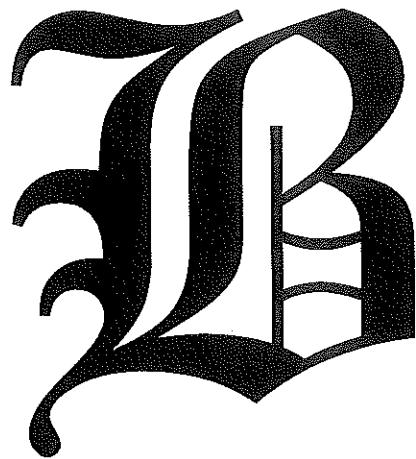


**Belding Area Schools
and
Belding Education Support
Personnel Association –
MEA/NEA**



**Master Agreement
July 1, 2009 – June 30, 2010**

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Agreement

This Agreement is entered into by and between the Board of Education of the Belding Area Schools, hereinafter called the "Board", the "District" or the "Employer", and the Belding Educational Support Personnel Association–MEA/NEA, hereinafter called the "Association".

Article 1 **Recognition**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for the following classifications of employees who are assigned to work a regular schedule of fifteen (15) or more hours per week including secretarial/clerical, cook, paraprofessional, custodial, grounds keeping, maintenance, technology services and special education bus driver.

Excluded from the unit are teachers, per diem substitutes; on-call employees; student employees; seasonal employees; supervisors; administrators; Secretary to the Superintendent; Secretary to the Assistant Superintendent; Bookkeepers and Clerks in the Superintendent's office; Technology Coordinator and all others.

- B. The term "employee" when used in this Agreement, except where indicated otherwise, shall refer to all employees represented by the Association in the bargaining unit as described above.

Article 2 **Association Dues/Fees and Payroll Deductions**

- A. Each bargaining unit member shall, as a condition of employment, either:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later
 - a. join the Association; or
 - b. pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The employee may authorize payroll deduction for such fee.
2. In the event a bargaining unit member does not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCL 408.477 and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the due process procedures provided below.
 - a. If the Association requests service fee deduction pursuant to the above, said request shall be made after the Association has notified the bargaining unit member of non-compliance by certified mail, return receipt requested. This notice shall detail the non-compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. The Board, upon receipt of request for involuntary wage deduction, shall provide the bargaining unit member with an opportunity for a due process hearing with regard to the involuntary wage deduction request.
 - c. Involuntary wage deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member according to the same payroll deduction schedule specified in C. below. Monies so deducted shall be remitted to the Association, or its designee, no later than fifteen (15) days following deduction.

- B. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures—Administrative Procedures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-members. The remedies set forth in that Policy shall be exclusive and no employee may file a grievance disputing any provision of the policy or the outcome of any appeal filed under the policy.

The Association agrees to cooperatively discuss and exchange information with the Board regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide the Board for its review a copy of the Association's current policy and procedures regarding employee objections to Association fees and/or expenditures, together with a copy of all materials annually distributed by the Association to bargaining unit members who choose not to join the Association and/or object to representation service fees.

C. Dues and Service Fee Deductions

1. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board a written assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association.
2. Any bargaining unit member who is not a member of the Association may sign and deliver to the Board a written assignment authorizing deduction of service fees to be remitted to the Association.
3. Pursuant to such authorization in either 1. or 2. above, the Board shall deduct such dues, assessments and contributions or service fees (as is applicable) from the first twenty (20) pay checks of the bargaining unit member beginning in September and ending in June of each year. Monies so deducted shall be remitted to the Association, or its designee, no later than fifteen (15) days following deduction.

D. Payroll Deductions

The Board shall make payroll deductions, pursuant to written authorization of the bargaining unit member, for any programs jointly approved by the Association and Board.

E. Dues/Fees Certification

The Association will certify at least annually to the Board, and at least fourteen (14) days prior to the date of the first payroll deduction for Association dues and/or service fees, the amount of said dues and/or service fees to be deducted. Said dues and/or service fees shall include only those amounts permitted by this Agreement and by law.

F. Political Action Contributions

Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions for political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative annual written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.

G. Notification of Invalidity

The Association agrees to promptly notify the Board in the event a Court order, an order of an administrative agency or arbitration award is entered or rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an order or arbitration award, the Board shall have the right to immediately

suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to the Association.

H. Defense and Indemnity

The Association shall defend and indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this Article. Further, the Association agrees to defend and indemnify and save the Board of Education of the Belding Area School District, the individual members of its Board of Education and individual administrators harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of action by the Board or its agents for purposes of implementing or effectuating the union security provisions of this Agreement provided:

1. The Board gives cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to the extent that their respective interests in the litigation do not conflict or diverge, and
2. The Association shall have the authority to compromise and settle any claims which it defends under this section, provided the Board does not incur any expense, liability or responsibility thereby and no obligation is imposed upon the Board by the terms of any such compromise or settlement.

The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

Article 3 **Board Rights**

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its programs, services, equipment, facilities and its operations and direct the working forces and affairs of the District.
2. Continue its rights of assignment and direction of personnel, determine the number of personnel, the number of hours worked by bargaining unit members and scheduling of all the foregoing and its right to establish, modify or change any work or school hours or days.
3. Direct the working forces, including the right to hire, promote, discipline, suspend and discharge employees, transfer employees, assign work or duties to employees, evaluate employees, and determine the size of the work force and lay off employees.
4. Adopt, revise and enforce work rules and regulations governing the conduct of employees and define and redefine job content and position descriptions.
5. Determine the qualifications of employees, including the essential job functions of positions within the bargaining unit.
6. Determine the extent and existence of educational programming and operation including the establishment or relocation of programs, buildings, departments, divisions or subdivisions

thereof and the relocation or closing of programs, departments, divisions or subdivisions, buildings, other facilities, services or third party contracts.

7. Determine the financial policies, including all accounting procedures and record-keeping requirements.
 8. Determine policies affecting the selection, testing or training of employees.
- B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adopting 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 the Agreement.

Article 4 **Association Rights**

- A. The Association shall have the right to use a school building room for meetings at reasonable hours provided the room has not been previously scheduled for other events. Such use shall be consistent with rules, policies and regulations adopted by the Board.
- B. Bulletin board space will be made available to the Association and its members. Anything posted on the board shall be signed by the person(s) from whom it originated or the Association President or his/her designee.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property before 7:00 a.m. and after 4:30 p.m., or at such other times as approved by the appropriate building administrator, provided this shall not interfere with or interrupt normal school operations.
- D. The Association shall have the right to use school equipment including computers, printers, copy machines/duplicators and fax machines subject to the approval of the Board or its designated representative. The Association shall pay the reasonable cost of all materials, supplies or other expenses attributable to such use. Such use shall be consistent with rules, policies and regulations adopted by the Board.
- E. Provided that advanced arrangements are made with the employee's immediate supervisor to make up time missed, an employee may attend Association meetings held during his/her working hours.
- F. Up to forty (40) hours with pay and benefits per fiscal year (July 1–June 30) will be afforded to officers and officials of the Association. At least seven (7) calendar days notice will be given by the Association President to the Superintendent when such days are to be used except in case of emergency. Additional hours may be granted at the discretion of the Superintendent or his/her designee.

Article 5 **Employee Rights**

- A. An employee may, upon request, review the contents of his/her personnel file. A representative of the Association may accompany the employee in this review. The employee may submit a written statement in regard to materials in the file for inclusion in the file.

In the event a Freedom of Information Act request is received for documents from an employee's personnel file, the employee will be given a copy of the request within two (2) days and provided with the opportunity to review the file before the information is released.

- B. An employee will be made aware of any complaint against him/her if management intends to act on the complaint and will be given an opportunity to respond to it. An exception to this notice will occur in instances in which the District is not at liberty to disclose the substance or origin of specific complaints regarding an employee by law.
- C. An employee who has been disciplined and is in disagreement with the disciplinary action may file a complaint through the grievance procedure within ten (10) workdays of receipt of the notice of disciplinary action, subject to the exclusions and limitations set forth in the Grievance Procedure (also see Section A above).
- D. The employee shall receive copies of and sign all materials that are part of a disciplinary action being taken against said employee. Such signing does not indicate agreement. Refusal to sign may be the basis for discipline.
- E. In the event an employee is concerned regarding an alleged job hazard, the immediate supervisor and/or Superintendent shall be notified of same.
- F. Upon request, an employee may have an Association Representative present at any meeting which the employee is required to attend when the employee has reason to believe that a disciplinary action, which is to become part of the employee's permanent personnel file, is being taken or which may lead to disciplinary action at a later date.
- G. No non-probationary employee will be disciplined without just cause.
- H. Each employee shall have one (1) designated supervisor. In the event of conflicting directives, the employee shall follow the directive of the designated supervisor. The designated supervisor shall also be responsible for the evaluation of the employee.

Article 6
Employee Evaluation

- A. Each non-probationary employee will be evaluated at least once each year. The evaluation will be done prior to May 1. Additional evaluations may be added to an employee's record at the discretion of the supervisor. Failure to evaluate shall presume satisfactory performance on the part of the employee.
- B. Prior to an employee being evaluated, the employee and his/her evaluator will discuss the criteria that are going to be used in the evaluation.
- C. Within ten (10) workdays after the completion of the evaluation, a personal conference will be held with the employee. This conference will be to discuss the evaluation. At the conclusion of the conference, the employee will sign the evaluation only as an indication that the material has been seen. A signed copy of the evaluation will be given to the employee at the conclusion of the conference.
- D. Within fifteen (15) workdays following the employee's signing of the evaluation, he/she may attach written, signed comments pertinent to the evaluation document.
- E. In the event of an unsatisfactory evaluation, the employee will be provided with specific areas for improvement and may request re-evaluation within thirty (30) days.

Article 7
Grievance Procedure

- A. A grievance is defined as an alleged violation of an express provision of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The discipline, termination or failure to re-employ any probationary employee.
 - 2. Any matter for which there is a procedure for establishing a remedy established under state or federal statutes (e.g. Civil Rights Commission, Worker's Compensation).
- C. A written grievance, as required herein, shall contain the following information:
 - 1. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - 2. It shall cite the section or subsection of this contract alleged to have been violated.
 - 3. It shall contain the date of the alleged violation.
 - 4. It shall specify the relief requested.
 - 5. It shall be signed by the grievant.
- D. Any grievance not in accordance with the above requirements may be rejected as improper at Level Two. The grievance must be corrected within the time lines to be presented at Level Three.
- E. A grievant is a bargaining unit member who alleges a violation of the Agreement.
- F. Procedure

1. Level One

A grievant alleging a violation of this contract shall, within ten (10) workdays of its alleged occurrence, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve the grievance. If no resolution is obtained within five (5) workdays of the discussion, the grievant may reduce the grievance to writing and proceed to Level Two.

2. Level Two

- a. A copy of the written grievance must be filed with the immediate supervisor within ten (10) workdays of the initial discussion of the grievance as provided in Level One above.
- b. The immediate supervisor shall, within five (5) workdays of receipt of the written grievance, arrange for a meeting with the grievant and, at the option of the employee, an Association Representative to discuss the grievance.
- c. If no decision is rendered within five (5) workdays of the discussion, or if the decision is unsatisfactory to the grievant, the grievant may, within eight (8) workdays of the discussion, proceed to Level Three.

3. Level Three

- a. A copy of the written grievance must be filed with the Superintendent, or his/her designee, within eight (8) workdays of the meeting between the parties in Level Two.
- b. The Superintendent, or his/her designee, shall, within five (5) workdays of receipt of the written grievance, arrange for a meeting with the grievant and, at the option of the employee, an Association Representative to discuss the grievance.

- c. A written decision will be rendered by the Superintendent, or his/her designee, within ten (10) workdays of the meeting.

4. Level Four

An individual employee shall not have the right to process a grievance at Level Four.

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) workdays following receipt of the decision at Level Three, file with the Superintendent a written demand for arbitration. The parties shall attempt to mutually agree to an arbitrator. If the parties are unable to mutually agree to an arbitrator within twenty (20) workdays, the Association may refer the matter to the American Arbitration Association for selection of the arbitrator. In either case, the rules of the American Arbitration Association shall govern the proceedings.
 - b. Neither party may raise a new defense or ground not previously raised or disclosed.
 - c. The decision of the arbitrator shall be final and binding upon the employees, Board and 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.
 - d. Powers of the arbitrator are subject to the following limitations:
 - (1) He/She shall have no power to interpret state or federal law.
 - (2) He/She shall have no power to alter, add to, or subtract from the terms of this Agreement.
 - (3) He/She shall have no power to establish salary scales or to change any salary.
 - (4) He/She shall have no power to decide any question that, under this Agreement, is within the exclusive responsibility of the Board to decide. In rendering a decision, the arbitrator shall give due regard to the responsibility of the Board.
 - (5) He/She shall not hear more than one (1) grievance at any one (1) hearing except with mutual consent of the Board and Association.
 - (6) He/She shall have no power to award punitive damages.
- G. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer. Other expenses incurred shall be borne by the individual parties.
- H. Any withdrawal of a grievance by an employee shall terminate such proceeding and the Association shall have no right to continue the grievance.
- I. Class action grievances may be filed by the Association at Level Three for a group of employees provided:
- 1. The Association obtains written, signed permission from each employee in the group it purports to represent. The Association may be required by the Board to produce such documentation within ten (10) workdays of the receipt of the written request.
 - 2. If the Superintendent determines that a case may be reasonably differentiated on the facts, such case(s) shall be adjudicated apart from the class action.
- J. An employee may be allowed to attend a grievance hearing during the workday with pay when the employee is the grievant.
- K. An employee who is called as a witness in an arbitration hearing during the workday may be released with pay when needed in the hearing.
- L. The President and Grievance Chair will also be released with pay to attend a grievance or arbitration hearing during the workday.
- M. Notwithstanding the expiration of the Agreement, any claim or grievance arising during the term of this Agreement that is initiated either prior to the expiration of the Agreement or after the expiration

of the Agreement but within the time limits for filing a grievance may be processed through the grievance procedure until resolution. It is understood that no grievance shall be filed or based upon any prior or previous Agreement or upon an alleged grievance occurring prior to the effective date of this Agreement.

- N. A workday shall be defined as a day that the Central Office is open for business.
- O. Any of the above timelines may be extended through written mutual agreement by the parties.

Article 8
Vacancies, Promotions and Transfers

- A. A "vacancy" for purposes of this Agreement is defined as an unfilled or newly created position in the bargaining unit that the Board intends to fill. When a vacancy occurs that the Board does not intend to fill, the Association will be notified in writing.
- B. An increase or decrease in hours will not result in re-posting a position.
- C. A vacancy will be posted for ten (10) workdays, in areas where employees normally eat lunch or take their rest breaks, before the Board fills the vacancy. A vacant position may be filled on a temporary basis before the position is permanently filled.
- D. An employee desiring notification of vacancies during summer vacation may leave his/her name and address with the Personnel Office.
- E. Postings will contain general information that shall include:
 - 1. General job duties
 - 2. Work location
 - 3. Rate of pay
 - 4. Hours to be worked
 - 5. Statement of qualifications required for the position
 - 6. Date the vacancy is posted

It is understood that the information listed on the job postings is not intended to provide employees with guarantees or assurances and that deviations from the posted information may be necessary.

- F. No vacant position may be filled on a temporary basis for more than thirty (30) workdays other than by application of the provisions found in L. below. In the event the Administration wishes to temporarily fill a vacant position for more than thirty (30) workdays, it will so inform the Association President in writing. A meeting shall be scheduled within ten (10) workdays of the date of the letter to discuss the reasons why the Administration desires to extend the thirty (30) workday timeframe.
- G. The Association President shall be provided a copy of any posted position.
- H. Any employee may apply for any posted position.
- I. 1. If all applicants, both internal and external, for a position are equally qualified and equally capable of performing the duties of the position being filled, the position will be offered to:

- a. An applicant from within the classification of the open position with the most seniority.
 - b. An applicant from within another bargaining unit classification with the most seniority.
 - c. An applicant from outside the bargaining unit.
2. It is expressly understood that the above ranking only applies in those instances where all applicants, both internal and external, for a position are equally qualified and equally capable of performing the duties of the position being filled. The District reserves the right to depart from the ranking set forth above in those instances where all applicants are not equally qualified and equally capable of performing the duties of the position being filled.
 3. An internal candidate shall be notified as to whether he/she has been granted the position or not. If not granted the position, and upon request, the candidate will be informed by the Superintendent, or his/her designee, as to why the position was not granted to him/her.
- J. If an employee is involuntarily transferred from one (1) building to another or from one (1) classification to another, he/she will be informed of the reasons. If the employee objects to the transfer, he/she may request a meeting with the immediate supervisor and Superintendent to review the transfer. The Association President shall be notified of an involuntary transfer at the same time as the employee. This section does not apply if the transfer is attributable to Article 10.
- K. Summer special education runs will be posted and bid on the basis of classification seniority. In the event no driver bids on the run, the District reserves the right to assign the least senior special education driver.
- L. 1. If an employee is expected to be absent for more than ninety (90) calendar days, the position shall be posted for internal candidates only. The most senior applicant from within the same classification who is qualified shall be awarded the position. The position of the employee awarded the position will be filled by a substitute from outside of the bargaining unit. The return of the employee on leave shall be governed by the provisions of Article 14, Sections F. and G.
2. If the absence of more than ninety (90) days is due to a military call-up, the Administration may fill the position on a temporary basis up to one (1) year and one (1) day.
3. The Administration may elect not to fill a position open due to either 1. or 2. above. In this event, the work may be assigned to other employees provided it does not increase their work load in making the adjustments necessary.
- M. Except as provided in Article 14, F., 1., if a vacancy exists and an employee is scheduled to or is capable of returning from a leave of absence from the classification or is eligible for recall to the classification, the vacancy will be posted for candidates from within the same classification only. Employee(s) who are eligible for recall or scheduled or capable of returning from leave within that classification will be considered as applicants. The most senior applicant from within the same classification shall be awarded the position except if that would prevent the aforementioned returning employee from returning to a position that is comparable to the position he/she left.
- N. A workday shall be defined as a day that the Central Office is open for business.

Article 9
Seniority and Probationary Period

- A. Seniority for purposes of this Agreement shall accrue and be applied within the following classifications:
- Paraprofessional
 - Cooks
 - Custodial
 - Groundskeeper
 - Maintenance
 - Secretarial/Clerk
 - Special Education Bus Drivers
 - Network Engineer
 - PC Technician
- B. Seniority shall be defined as the length of continuous employment in the District within a particular classification from the employee's first day employed in the classification. Seniority shall accrue during layoff, Worker's Compensation, paid leaves and unpaid leaves.
- C. There shall be no seniority among probationary employees. When an employee's probationary period is over, seniority shall be calculated in accordance with B. above.
- D. By May 1 of each year, the Board shall post a seniority list. It shall contain, for each employee, name, classification and first date of employment into that classification. If applicable, it shall also indicate any additional classification seniority. If any individual or the Association believes the list to be in error, he/she shall notify the Superintendent in writing no later than June 1.
- E. Seniority for employees who have the same date of hire will be determined by the drawing of lots. Affected employees and a representative of the Association will be provided the opportunity to be present at such drawing.
- F. Seniority for employees shall be terminated effective with the date of retirement or resignation designated in a letter of resignation/retirement submitted to the District. In the event the letter indicates an immediate resignation/retirement, the date of termination of seniority shall be the day after the submission of the letter.
- G. Each employee shall serve a probationary period that will last for the first ninety (90) days worked. Days missed will serve to extend the probationary period.

Article 10
Layoff/Recall, Reductions in Positions or Hours

- A. In the event of a reduction in the number of positions, the following procedure will be utilized:
1. Although a probationary employee(s) does not have seniority, their position(s) will be considered under the following procedure to be the position(s) occupied by the least senior employee(s).
 2. Where qualifications are equal, the least senior employee in the classification being reduced will be laid off.
 3. The following procedure will be used when a position is 1) totally eliminated or 2) when an employee is displaced by another employee in the process of the foregoing.
 - a. (1) Except as set forth in (2) below, the employee in the affected position will be transferred to the position within his/her present seniority classification that is

occupied by the employee with the least seniority whose annual working hours are the same as the affected employee.

(2) If the least senior employee in the classification works more annual hours than the affected employee, he/she will be given the option of being transferred to that position.

- b. In the event there is no assignment available under a. above, the employee in the affected position will be transferred to the position within his/her present classification that is occupied by the least senior employee working as close to, but not more than, the number of annual hours as the employee's former position.
- c. In the event the affected employee can not be transferred under a. or b. above, the employee will be transferred to a position in another classification where the employee has seniority using the same procedures set forth in a., (1) and b. above.
- d. The employee must demonstrate that he/she is qualified to replace that less senior employee.
- e. In all cases, the seniority of the employee whose position was eliminated or reduced as described above must be greater than that of the employee in the position being claimed.

4. The Board has sole authority to establish reasonable qualifications.

- B. An employee will not be entitled to any compensation or fringe benefits while on layoff. However, subject to approval and regulations of the carrier, an employee will be allowed to make premium payments toward available insurance programs.
- C. An employee who leaves the bargaining unit for a supervisory position in the school district will not gain or lose seniority for a period of one (1) year during which time he/she will be entitled to return to the bargaining unit. After one (1) year the employee will lose all seniority rights.
- D. No new employee will be hired by the Board for a position within a classification while there is an employee from that classification on layoff status who is eligible for recall. (See Article 8, Section M.)
- E. The right of recall extends two (2) years beyond the employee's lay-off date. At all times during layoff it is the employee's responsibility to keep the administrative offices apprised of his/her current address. Failure to do so will result in the loss of seniority and any further rights under this Agreement.
- F. Employees will be eligible for recall in accordance with the following provisions:
 - 1. An eligible employee will be recalled to his/her former classification(s) when a vacancy occurs within it. Recall will be in order of seniority within the seniority classification where the vacancy exists provided the recalled employee is capable of performing the duties of the vacant position and is qualified.
 - 2. Notice of recall shall be sent by certified mail return receipt requested to the last official address of the employee as reflected by the employer's records. It is the responsibility of the employee to inform the Board of any changes of address. If an employee fails to notify the Board, in writing, of intent to return on the date specified in the notice, within fifteen (15) calendar days of the mailing of said notice or fails to return to work on the date specified in the notice provided said date is at least fifteen (15) calendar days from the date of the mailing of said notice, the employee shall be considered a voluntary quit and shall forfeit any right to recall or employment in the District.

3. An employee cannot be recalled to a position for which he/she is not qualified by law. In the event an employee is not qualified by law for a position, he/she shall remain on the recall list in seniority order in the event a position for which he/she is qualified becomes vacant during the next two (2) years. If no position for which the employee is qualified becomes available prior to the end of this time frame, the right of recall shall terminate.
4. a. The recall provisions will only apply to those employees who are eventually laid off following the application of the procedures or who have been transferred to another classification under Section A. above.
 - b. The recall provisions will not apply to those employees whose hours are reduced but who remain on payroll or who have been transferred within a classification under Section A. above.
- G. Refusal or acceptance of recall to a position that is lower in pay, benefits and/or hours shall not adversely impact an employee's subsequent right to recall. The refusal of a position shall not, however, extend the two (2) year recall limit set forth in E. above.
- H. In the event of a reduction of one (1) or more work hours per day in a fiscal year, July 1 to June 30, of a position in a classification, an employee may utilize his/her classification seniority to displace the least senior employee in the same classification working the same number of hours as previously assigned provided he/she is qualified.

Article 11
Holidays

- A. 1. An employee shall be paid for the holidays set forth below that occur within the employee's scheduled work year. For example, if an employee is scheduled to work before Labor Day and no school session is scheduled for Labor Day, the employee shall not be required to work yet shall be paid his/her normal rate.

Labor Day	Day before New Year's Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	July 4th
2. The Superintendent and the Association President may mutually agree to adjust the scheduling of the above holidays that occur during the winter break period provided at least a four (4) week notice is provided the affected employees if the actual days off are to be changed.
- B. 1. To be eligible for holiday pay an employee must be a regular employee on the day of the holiday, have been employed at least thirty (30) workdays prior to the holiday, be in active employment status on the day of the holiday, and have worked his/her last regularly scheduled work day before the holiday and his/her first regularly scheduled work day after the holiday.
 2. In the event that an employee is absent for any portion of the day before or the day after a holiday and therefore works a reduced shift or none at all, the holiday pay shall be reduced to equal the amount of time actually worked on the day of the reduced schedule.
 3. In the event that an employee is absent on the day before or the day after a holiday and uses paid leave time for the absence, the employee may elect to receive full holiday pay by substituting an equivalent amount of paid leave time for the portion of the holiday(s) that otherwise, pursuant to 2. above, would be unpaid.

4. If the leave time taken either before or after the holiday is due to a death in the immediate family, jury duty or approved vacation, the holiday pay shall be paid and no use of the employee's paid leave time shall be required to receive full holiday pay.
 5. If the reason for an absence prior to or after the holiday is illness of the employee or a member of the employee's immediate family, the employee shall present medical verification of the illness.
- C. An employee required to work on a holiday will, in addition to holiday pay, be paid time and one-half (1.5). In the event that a holiday is scheduled as a day of student instruction, the holiday worked will be excluded from consideration under this Article for the subject year (i.e., employees will be expected to work and shall not receive either holiday pay or the holiday premium per this Section).
- D. For the purpose of this Article the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.

Article 12
Vacations

- A. All fifty-two (52) week employees shall earn annual vacation leave with pay in accordance with the following schedule:
- | | |
|---|--------------------------|
| Employed less than one (1) year | pro-ration of 5 workdays |
| Employed at least one (1) but less than two (2) years | 5 workdays |
| Employed at least two (2) but less than five (5) years | 10 workdays |
| Employed at least five (5) but less than fifteen (15) years | 15 workdays |
| Employed at least fifteen (15) years | 20 workdays |
- B. Employees shall earn vacation time while on Worker's Compensation leave only during the first month of leave.
- C. Vacation time for an employee will be calculated on the basis of his/her years of service as of June 1 of each year in a fifty-two (52) week assignment and credited for use by the employee on June 1. During an employee's first year of employment in a vacation-earning assignment, the employee shall earn a prorated number of vacation days. Said prorated vacation days shall be credited to the employee on that first June 1. If an employee transfers from a school year, non-vacation earning assignment to a fifty-two (52) week, vacation-earning assignment, he/she shall receive credit for service in the school year assignment prorated on the basis of two thousand eighty (2080) hours per year of service.
- D. Vacation time is not cumulative. Earned vacation must be taken before May 31 of the year following the earning of vacation.
- E. Arrangements for vacations must be made with and approved by the employee's departmental supervisor. Vacations must be requested at least two (2) weeks prior to the desired beginning date.
- F. Granting of vacations for specific times is discretionary with the immediate supervisor. If two (2) or more employees apply on the same day for vacations covering the same periods, the following factors will be taken into consideration in granting the vacation period:
1. Years of service,
 2. Necessity of that person's presence during requested leave period.

- G. Vacations are normally to be taken in the period from the close of school in June to the opening of school the following year.
- H. Vacation time will be paid at the employee's normal rate.
- I. Absence on account of sickness, injury, or disability in excess of that herein authorized for such purpose may be charged against vacation credit at the option of either the employer or the employee. The District may require employees to substitute accrued leave and vacation credit for any otherwise unpaid FMLA leave attributable to the employee's own "serious health condition." (See Article 14, H.)
- J. Upon resignation, termination of service or transfer to a position requiring fewer working hours or weeks of employment, an employee shall receive, at his/her request, any unused vacation allowance at the employee's current rate of pay.
- K. An employee returning from vacation leave and producing evidence of hospitalization during all or a portion of vacation leave shall have the time of hospitalization charged against accrued leave rather than vacation leave.

Article 13
Paid Leave

- A. An employee covered by this Agreement shall be entitled to leave with pay to be earned at a rate of three (3) minutes/five one-hundredths (0.05) hours for every hour or fractional hour for which service is provided or for which compensation is paid pursuant to either Article 11 or Article 12. Such leave shall be credited to the employee's accrued leave record on a monthly basis. Leave may be used subject to the following:
 - 1. Personal Illness: An employee may use available leave time as necessary to recover from a personal illness, injury or disability.
 - 2. Family Illness: Leave may be used to attend to an employee's spouse, child, parent or relative of the employee residing within employee's household who is seriously ill.
 - 3.
 - a. Death In The Immediate Family: Up to five (5) days per occurrence may be used in the event of death in the immediate family. Immediate family is defined as spouse, child, parent, grandparent, grandchild, father-in-law, mother-in-law, or sibling.
 - b. The first two (2) of these five (5) days will not be deducted from accrued leave. The subsequent three (3) days, if used, will be deducted from the employee's accrued leave balance or, if no leave is accrued or available, the day(s) will be unpaid.
 - c. Death of other family members: Up to five (5) days per occurrence may be used in the event of death of family members not considered immediate family. These five (5) days will be deducted from the employee's accrued leave balance or, if no leave is accrued or available, the day(s) will be unpaid.
 - 4. Holiday Absence: If accrued leave is used the day before or after a holiday, as defined in Article 11, the employee may use accrued leave, if available, to substitute for the unpaid portion of the holiday pursuant to Article 11, Section B.
- B. Each employee may use one (1) personal day per year (not deducted from accrued leave) to conduct business of his/her choice. The use of such day is subject to the following conditions:
 - 1. The employee must notify his/her immediate supervisor at least three (3) workdays in advance of his/her intent to use the personal day, except in cases of emergency. In case of an emergency, the employee must notify his/her immediate supervisor as soon as possible.

2. The personal day may not be used to lengthen a holiday or vacation period except by express permission of the Superintendent.
 3. Except in the event of an emergency, no more than two (2) employees will be authorized to use a personal day on any one (1) workday unless approved by the administration.
 4. If an employee does not use his/her personal day, the day shall be added to the employee's accrued leave balance at the end of the year.
- C. Use of leave time pursuant to this Article is subject to the following rules:
1. Personal illness requests should be made as far in advance as possible. In case of illness in the immediate family, a request must be made, except in emergency situations, twenty-four (24) hours or one (1) workday, whichever is greater, prior to commencement of the requested leave. In the event of death in the immediate family, a request should be made as soon as possible.
 2. Abuse of leave is cause for discipline up to and including discharge. Abuse of leave is defined to be absence for other than a legitimate purpose as defined by this Article.
- D. Any employee who is absent due to an injury compensable under Michigan Worker's Disability Compensation Act will be paid the difference between the benefits received under the Michigan Worker's Disability Compensation Act and his/her regular weekly straight time earnings provided the employee has accrued leave time. Such difference will be deducted from the employee's accrued leave time on a pro rata basis until the accrued leave time has been exhausted. Upon exhaustion of accrued leave time, the employee shall receive only the amount provided by Worker's Compensation.
- E. By October 1 of each year, the Superintendent, or his/her designee, will inform each employee of the total amount of his/her accrued leave time.
- F. Leave with pay not chargeable against the employee's accrued leave shall be granted by the Board for the following reasons:
1. Absence when the employee is required to serve on a jury providing any pay, not including reimbursed expenses, the employee receives for serving is turned over to the District. Also, providing that if any employee is not selected to serve on a jury and is relieved of further obligation, the employee shall report for work.
 2. Time spent making a court appearance if an employee is subpoenaed as a witness in a school related matter. Witness fees, if any, shall be turned into the District.

Article 14
Unpaid Leaves of Absence

- A. An employee may make application to the District for an unpaid leave of absence not to exceed one (1) year, renewable at the discretion of the Board, or to the Superintendent if the duration of the proposed leave is less than ninety (90) workdays. Applications for such leaves shall set forth the following minimal information:
1. Name, date and employee's signature;
 2. Nature of request;

3. Reason for the request and any additional data or documentation the employee feels will bear on the merits of the requested leave of absence; and
 4. Dates the employee desires to commence and terminate the leave of absence.
- B. Upon receipt of proper application, the District will review the request and the reasons advanced in support thereof. The granting or denial of an unpaid leave of absence shall be discretionary with the Board. Denial of such leave shall not be subject to Article 7. Where the request is reviewed by the Superintendent, a decision will be made within ten (10) workdays of the receipt of proper application. Where the Board is to review such requests, the Board will render a decision within five (5) workdays following the regularly scheduled Board meeting after which proper application has been submitted. Notification to the employee shall be made within three (3) workdays following the decision.
- C. An employee whose personal illness extends beyond his/her accrued leave may be granted an unpaid leave of absence of up to one (1) year from his/her last paid day. Such leave is subject to the same conditions as any other unpaid leave. Unpaid leave contractually granted to an employee who is FMLA-eligible shall run concurrently with the FMLA period. Said leave is renewable at the discretion of the Board.
- D. Unpaid leaves of absence, as provided for in A. above, shall be without pay, fringe benefits, experience credit and/or accrual of leave time. Upon return from an authorized unpaid leave of absence, the employee shall be restored to the same position on the salary schedule as when he/she left and be entitled to other accrued benefits earned prior to said leave.
- E. During the period of an unpaid leave of absence, an employee shall not be entitled to insurance benefits at District expense except as provided under a FMLA leave. Upon the approval of and subject to the limitations established by the respective insurance carriers, insurance benefits may be continued at the employee's expense by paying the appropriate premiums at the Board's payroll office.
- F. 1. An employee returning from a leave will be returned to his/her previously held position if it still exists.
2. If the position does not exist, the employee will return to a substantially equivalent position for which he/she is qualified and for which he/she possesses classification seniority. If there is no employee whom he/she is qualified to replace with less classification seniority, he/she shall be placed on layoff.
3. Substantially equivalent for the above shall be defined as the same classification, same hours per day, same number of weeks per year and same insurance benefit levels or, if no such position exists, to the position closest to but more than the foregoing.
- G. Any employee who fails to return from a leave of absence on the specified date or fails to request a renewal of a leave of absence prior to the specified date of return shall be considered a voluntary quit and shall lose all rights to employment in the District. A request for a renewal of a leave of absence shall be in accordance with A. above.
- H. Family and Medical Leave Act (FMLA)
1. An unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any eligible employee in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:
 - a. The birth or placement for adoption or foster care of a child from date of birth or placement;
 - b. Because of a serious health condition of an employee's spouse, child or parent;
 - c. Because of the employee's own serious health condition.

2. To be eligible for a FMLA leave of absence, the employee must meet the eligibility requirements set forth in the FMLA and FMLA Regulations.
3. Where permitted by the FMLA, an employee shall have the option to take FMLA leave on an intermittent or reduced schedule. Where permitted by the FMLA, the Employer may require an employee to substitute paid vacation leave, personal leave and/or accrued leave for FMLA unpaid leave.
4. In accordance with the FMLA, the Board shall continue group health plan benefits during a FMLA leave. This shall not be construed as a waiver of the Board's right to recoup premium payments from an employee where permitted by the FMLA or as an agreement to provide benefits greater than what would have been provided if the employee was not on FMLA leave.
5. A FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA Regulations. Limitations found under Section 108 of the FMLA—"special rules concerning employees of local educational agencies"—shall apply. The Board reserves all rights granted to school districts under the FMLA, such as, but not limited to, the right to substitute paid leave for unpaid FMLA leave, to require medical verification of illness, to require a certificate of fitness as a condition for the employee's return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for an employee who is married.
6. If the reason for the FMLA leave is foreseeable, the employee must provide at least thirty (30) calendar days advance notice of the FMLA leave. All other notice must be provided as soon as it becomes practical.
7. All other provisions of the FMLA shall apply. This section shall be interpreted consistent with the definitions contained in the FMLA. This section shall not provide an employee with any greater rights or benefits than required by the FMLA. To the extent required by FMLA (P.L. 103-3), an eligible employee shall be granted leave and other rights specified by the law. When leave is taken by an eligible employee under the FMLA, the District shall likewise enjoy and reserve all rights afforded it by the law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the FMLA, including District and eligible employee rights and responsibilities shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.
8. The Board reserves all rights granted by the FMLA even if not specifically set forth above.

Article 15
Hours and Assignments

- A. The normal work hours for employees are as follows:
1. Secretaries/Clerks—eight (8) consecutive hours exclusive of meal break,
 2. Cooks, Paraprofessionals and Special Education Bus Drivers—as assigned by their supervisor,
 3. Custodial/Maintenance—eight (8) consecutive hours exclusive of meal break,
 4. Technology Services—eight (8) consecutive hours exclusive of meal break.

The hours actually worked may vary from the normally scheduled hours.

- B. The normal work week for employees is Monday through Friday.

The department supervisor and one or more employees in the department may agree to a revised four (4) day, ten (10) hour schedule during full work weeks when students are not in attendance.

- C. An employee who is required to report for work on an unscheduled day shall be provided with a minimum of three (3) hours' work or equivalent pay.
- D. Within a classification, overtime will be offered to employees within a building or facility on a rotating basis in descending order of classification seniority. If an employee refuses overtime, he/she will not be offered overtime until all other employees in the classification in the building or facility have been offered overtime. If all employees in the classification in the building or facility refuse the overtime, the least senior qualified employee in that classification in the building or facility where the overtime is required must perform the overtime.

Exceptions to the procedure aforementioned would be unplanned situations that require an employee to have a shift extension hence overtime directly prior to or following the regular shift.

E. Meal Breaks and Rest Periods

1. At the employee's option, but in accordance with a schedule designed by the Board, an employee shall be entitled to one (1) duty-free, uninterrupted, unpaid lunch break, not to exceed thirty (30) minutes, for each shift of five (5) hours or more.
2. With the exception of cooks and paraprofessionals, one (1) paid rest break lasting fifteen (15) minutes shall be provided for every three (3) hours scheduled to work.
3. Should an employee not be able to take a break or a scheduled lunch period at the normally scheduled time, he/she shall take that lost break as soon as possible thereafter.
4. Upon approval of supervision, an employee who is eligible for an unpaid lunch break as set forth in 1. above may elect, on an on-going basis, to work through his/her lunch break and have his/her workday shortened accordingly.
5.
 - a. One (1) paid rest break period lasting fifteen (15) minutes shall be provided for cooks and paraprofessionals "scheduled to work" at least three (3) hours per day but less than five (5) hours per day.
 - b. In order to qualify for the second fifteen (15) minute break period, a cook or paraprofessional must be "scheduled to work" five (5) or more hours per day.
 - c. "Scheduled to work", for purposes of this subsection, means time assigned to physically perform work for the Board and does not include lunch breaks.

- F. An employee on an unpaid lunch break shall be allowed to leave his/her respective building during the lunch break, but he/she shall remain in his/her building for the rest break.
- G. Groundskeepers will be called in by their supervisor for snow removal when their supervisor determines that they are needed at other than their regular time. Overtime allocation provisions of D. above do not apply in these circumstances.
- H. Prescribed medications will be delivered in accordance with applicable State and/or Federal law and codes. Likewise, the performance of medical procedures will be conducted in accordance with applicable State and/or Federal law and codes.
- I. Employees may be required to attend an inservice training. If the employee is required to attend, the employee shall be paid their normal rate of pay for all hours that the training is being offered.

Article 16
Compensation

- A. The wages of employees shall be as set forth in Appendix A.
- B. An employee required by the District to use his/her personal automobile for District business shall be compensated for all approved miles at the current IRS rate. If the mileage rate is increased by the Board for any other employee or group of employees, that rate will be applied to this bargaining unit for the life of this Agreement.
- C. A secretary who is asked by his/her immediate supervisor and does come to work on all Act of God Days will receive one (1) additional leave day which he/she may use upon approval, or if the day is not used by July 1 of the current school year, it will be added to the employee's accrued leave.
- D. Except as follows and unless required by the supervisor to do so, cooks, paraprofessionals and secretaries shall not be required to report for work on an Act of God Day and will not receive pay for such day. For up to the first five (5) Act of God Days of the year and provided the district receives State Aid for those days, employees may at their option utilize an available sick leave day rather than forego pay for the day(s). The employee's election must be noted on the time card for the pay period where the Act of God Day(s) occur or there will be no deduction from sick leave or pay issued.
- E. A night custodian who is asked to work on an Act of God Day or a day on which student instruction was scheduled and is cancelled for other reasons will work during the day shift if he/she can come to work. Otherwise, he/she will be required to work his/her normal shift.
- F. The Employer may continue to assign employees to the parent-teacher conferences and give compensatory time off.
- G. Employees working the athletic programs shall be paid in conformance with that program's policy and not in conformance with this Agreement.
- H. 1. Any employee who has earned and continues to maintain one (1) of the following licenses shall receive a premium per hour added to his/her hourly rate provided he/she is currently employed in and remains in the maintenance classification:

Boiler Operator's License	\$.40 /hour
Electrical Journeyman's License	\$.50 /hour
Plumbing Journeyman's License	\$.50 /hour
Asbestos Controller's/Supervisor's License	\$.50 /hour

- 2. Any employee who has earned and continues to maintain one (1) or more of the following designations shall receive a premium per hour added to his/her hourly rate provided he/she is currently employed in and remains in the PC Technician classification:

Desktop Support Technician Certification	\$.50 /hour
Office Specialist Certification	\$.50 /hour

- 3. Any employee who has earned and continues to maintain one (1) or more of the following designations shall receive a premium per hour added to his/her hourly rate provided he/she is currently employed and remains in the Network Engineer classification:

Certified Systems Administrator	\$.50 /hour
Certified Engineer	\$.50 /hour

Article 16
Compensation

- A. The wages of employees shall be as set forth in Appendix A.
- B. An employee required by the District to use his/her personal automobile for District business shall be compensated for all approved miles at the current IRS rate. If the mileage rate is increased by the Board for any other employee or group of employees, that rate will be applied to this bargaining unit for the life of this Agreement.
- C. A secretary who is asked by his/her immediate supervisor and does come to work on all Act of God Days will receive one (1) additional leave day which he/she may use upon approval, or if the day is not used by July 1 of the current school year, it will be added to the employee's accrued leave.
- D. Except as follows and unless required by the supervisor to do so, cooks, paraprofessionals and secretaries shall not be required to report for work on an Act of God Day and will not receive pay for such day. For up to the first five (5) Act of God Days of the year and provided the district receives State Aid for those days, employees may at their option utilize an available sick leave day rather than forego pay for the day(s). The employee's election must be noted on the time card for the pay period where the Act of God Day(s) occur or there will be no deduction from sick leave or pay issued.
- E. A night custodian who is asked to work on an Act of God Day or a day on which student instruction was scheduled and is cancelled for other reasons will work during the day shift if he/she can come to work. Otherwise, he/she will be required to work his/her normal shift.
- F. The Employer may continue to assign employees to the parent-teacher conferences and give compensatory time off.
- G. Employees working the athletic programs shall be paid in conformance with that program's policy and not in conformance with this Agreement.
- H. 1. Any employee who has earned and continues to maintain one (1) of the following licenses shall receive a premium per hour added to his/her hourly rate provided he/she is currently employed in and remains in the maintenance classification:
- | | |
|--|--------------|
| Boiler Operator's License | \$.40 /hour |
| Electrical Journeyman's License | \$.50 /hour |
| Plumbing Journeyman's License | \$.50 /hour |
| Asbestos Controller's/Supervisor's License | \$.50 /hour |
2. Any employee who has earned and continues to maintain one (1) or more of the following designations shall receive a premium per hour added to his/her hourly rate provided he/she is currently employed in and remains in the PC Technician classification:
- | | |
|--|--------------|
| Desktop Support Technician Certification | \$.50 /hour |
| Office Specialist Certification | \$.50 /hour |
3. Any employee who has earned and continues to maintain one (1) or more of the following designations shall receive a premium per hour added to his/her hourly rate provided he/she is currently employed in and remains in the Network Engineer classification:
- | | |
|---------------------------------|--------------|
| Certified Systems Administrator | \$.50 /hour |
| Certified Engineer | \$.50 /hour |

4. A sixty cents (\$.60) per hour stipend shall be paid to a paraprofessional who has earned and continues to maintain a Child Development Associate Credential (CDA) if he/she is working in a position that requires such certification.
- I. A full-year groundskeeper who possesses and maintains a Commercial Pesticides Application License (ornamental/turf) shall receive an additional sixty cents (\$.60) per hour provided he/she is currently employed in and remains in a full-year groundskeeper position. No other employee assigned groundskeeper responsibilities as part of his/her regular assignment or assigned such responsibilities during a portion of the year (e.g., summer) shall be eligible.
- J. An employee will be paid on the basis of time and one-half (1.5) of the regular hourly rate for all approved hours worked over forty (40) in a regular work week. An employee out on a vacation day or a paid holiday shall be considered at work for the purpose of this section.
- K. Drivers will be reimbursed for the cost of their physical and the cost of Chauffeur's and CDL Licenses.

Article 17
Miscellaneous Provisions

- A. Upon ratification by both parties, copies of this Agreement will be printed by the Board and each employee will be given a copy. An additional thirty (30) copies will be provided for the use of the Association.
- B. In addition to providing a copy of the Agreement to each new employee, it shall be the responsibility of the Employer to provide the employee with proper application forms for applicable employee benefits and information concerning conditions of employment.
- C. This Agreement shall supersede any rules, regulations or practices of the Board that are inconsistent with its terms and conditions.
- D. If any provision of this Agreement is determined to be unlawful by a court or other tribunal of competent jurisdiction or becomes unlawful due to legislative enactment, such provision(s) or application(s) shall be deemed null and void to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- E. The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law. The Association and Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not take part in any concerted activity such as a strike.
- F. The Board agrees to provide five (5) sets of uniforms for each custodial and maintenance employee each calendar year. Cleaning and maintenance of uniforms will be the responsibility of the employee. Employees will be required to wear a uniform on the job and should not wear the uniform for non-work related activities.
- G. If the Board requires cooks to wear uniforms, the Board shall provide up to three (3) uniforms per year.
- H. Unpaid days off exceeding five (5) days per year shall result in a prorated reduction in paid fringe benefits and paid time off allowances. Unpaid leaves of absence for purposes of this section, shall be those provided in Article 14.
- I. A custodial/maintenance employee shall not be required to provide any tools, supplies, materials, and/or equipment necessary for him/her to complete his/her assigned duties. However, current policy whereby a maintenance employee provides his/her own hand tools will continue in effect.

An employee is expected to take proper care of all tools and equipment provided by the school and may be held accountable for any tools or equipment damaged through misuse or abuse. Inappropriate, makeshift, damaged or faulty tools should be reported by the employee to his/her supervisor.

- J. In the event a substantial change in an employee's work assignment, not interpreted as including a transfer, is made, the Administration agrees to notify the Association and provide the Association the opportunity to discuss said change with the Administration to work out any possible inequities.
- K. For an employee not working during the summer, the Board shall endeavor to give at least thirty (30) days notice to the employee of his/her starting date.
- L. For any employee who gives at least thirty (30) calendar days notice of his/her intent to irrevocably resign all employment rights with the Belding Area Schools, his/her unused accrued leave shall be redeemed at the rate of fifteen dollars (\$15) per day. This payment will be made as a non-elective employer contribution into a 403B program approved by the Board for those employees who will receive one hundred dollars (\$100.00) or more. No cash option will be available for payments of one hundred dollars (\$100.00) or more. Those employees who will receive less than one hundred dollars (\$100.00) will be paid by check subject to applicable taxation.

Article 18 **Insurance**

- A. The Employer's obligation under this Article is to remit premium payments on behalf of eligible and enrolled bargaining unit members for the plans specified. Disputes over coverage and claims shall be solely between the bargaining unit member and the insurance carrier, non-profit health care corporation, as is applicable.
- B. 1. Except as provided in Appendix C, each employee who works at least forty (40) hours per week and his/her eligible dependents shall be eligible for Board paid MESSA PAK Plan A or Plan B. It is expressly understood that dual enrollment in hospitalization insurance, whether internal or external to the District, of an employee or eligible dependent is prohibited. Where the employee is enrolled in another hospitalization insurance plan through his/her spouse, the enrollment in insurance benefits for the employee is limited to Plan B.
 - 2. a. Plan A
Choices II XVA2, RX \$10/\$20
Delta Dental 80/80/80/80 \$1,000 maximum Class I, II and III; \$600 maximum Class IV
(with adult ortho and internal/external COB)
VSP-3
Life Insurance \$10,000 w/AD & D
 - b. Plan B
Delta Dental 80/80/80/80 \$1,000 maximum Class I, II and III; \$600 maximum Class IV
(with adult ortho and internal/external COB)
VSP-3
Life Insurance \$10,000 w/AD & D
Cash payment equal to the MESSA Choices II XVA2 single subscriber rate. Said cash payment may be retained as cash, used to purchase a tax-deferred annuity or used toward the purchase of any MESSA option listed on the application.
- C. Each employee who is regularly scheduled to work at least fifteen (15) hours per week will be allowed to purchase hospitalization insurance at the group rate provided:

1. The carrier shall allow such coverage, and only so long as the carrier allows it; and
 2. The employee shall pay the full cost of such insurance; and
 3. The coverage shall be limited specifically to hospitalization; and
 4. The plan shall not exceed that of the employee group plan to which they are added; and
 5. The annual cost of the insurance shall be divided equally between the employee's biweekly checks; and
 6. The biweekly payments for hospitalization shall be deducted provided the employee has signed the appropriate authorization forms; and
 7. Each employee desiring hospitalization must sign a payroll deduction authorization form for hospitalization before being eligible for such insurance; and
 8. Should the cost of the hospitalization insurance increase, the deductions shall increase automatically; and
 9. The Employer accepts no liability other than the payroll deduction and submission of said payments to the insurance carrier.
- D. All employees in the bargaining unit not eligible for Board paid insurance pursuant to B. above shall receive twenty thousand dollars (\$20,000) worth of MESSA term life insurance.
- E. Participation in any tax-deferred annuity shall be pursuant to a qualified Section 125 Plan adopted by the Board.
- F. The Board shall allow any employee to avail himself/herself of any available rider to the MESSA Choices II XVA2 plan through direct pay to the provider. The Board shall not be responsible for any premium contribution for said rider(s). Said enrollment shall be dependent upon the underwriting guidelines in effect for the rider(s).

Article 19
Negotiation Procedures

- A. The Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this Agreement and also with respect to any subject matter which was negotiated or raised in negotiations during the formation of the Agreement but upon which no agreement was reached at the time that the parties ratified and signed this Agreement.
- B. The parties agree to enter into negotiations on a successor Agreement, upon request of either party, within sixty (60) days prior to the expiration date of this Agreement.
- C. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the District and Association. This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between the Association and District.

Article 20
Duration of Agreement

This Agreement shall be effective upon ratification by the parties and shall continue in effect until the thirtieth day of June 2010. This Agreement may be extended only by mutual written consent of the

parties. In Witness Thereof, the parties have executed this Agreement by their duly authorized representatives.

For the Association

By *Daniel A. Weinstein*
President

By *Jami G. Sift*
Secretary

For the Board

By *Tom Hupsh*
President

By *Deborah Wagner*
Secretary

APPENDIX A
Wage Schedule

2009 – 2010

Step	Maintenance	Grounds	Custodial	Secretarial	Cooks	Para-pros	Spec. Ed Driver	Network Engineer	PC Tech.
1	\$16.27	\$12.02	\$11.67	\$11.67	\$ 9.83	\$ 9.87	\$14.61	\$25.47	\$16.27
2	\$16.52	\$12.64	\$12.27	\$12.27	\$10.31	\$10.36	\$14.82	\$25.80	\$16.52
3	\$16.79	\$14.19	\$13.79	\$13.79	\$10.83	\$10.88	\$15.04	\$26.09	\$16.79
4	\$17.15	\$14.91	\$14.47	\$14.47	\$11.40	\$11.45	\$15.23	\$26.68	\$17.15

1. Each step shall represent one (1) calendar year of employment. Advancement shall be on the anniversary of the employee's last hire-in date.
2. Twenty (20) cents per hour in longevity pay will be issued to an employee with ten (10) or more years of uninterrupted service to the District from the employee's last date of hire in the bargaining unit. No credit will be issued for time spent on unpaid leaves of absence in excess of one (1) year, excluding Worker's Compensation, or while on layoff for the above longevity amounts.

APPENDIX B
Grievance Report Form

Grievance # _____

Belding Educational Support
Personnel Association MEA/NEA

Distribution of Form: 1. Superintendent 2. Supervisor 3. Association 4. Grievant

Building _____ Assignment _____

Name of Grievant _____ Date Filed _____

Level One

A. Date Cause of Grievance Occurred: _____

B. Date of Discussion: _____

C. Disposition by Supervisor:

Authorized Signature

Date

Level Two

A. Date Received by Immediate Supervisor: _____

B. 1. Statement of Grievance: _____

2. Contract Provision Violated: _____

3. Relief Sought:

C. Date of Discussion: _____

D. Disposition by Immediate Supervisor:

Authorized Signature

Date

E. Position of Grievant and/or Association:

Authorized Signature

Date

(If additional space is needed in reporting Section B of Level Two, attach an additional sheet.)

Level Three

A. Date Received by Superintendent:

B. Date of Discussion:

C. Disposition by Superintendent or his/her Designee:

Authorized Signature

Date

D. Position of Association:

Authorized Signature

Date

Level Four

A. Date Submitted for Arbitration:

B. Disposition and Award of Arbitrator:

Authorized Signature

Date

APPENDIX C
Grandfathered Insurance Clause

The following employees will continue to receive Plan A or Plan B benefits under Article 18, provided the employee works at least thirty-five (35) hours per week.

Bernard, Nancy
Blasius, Rebecca
Brown, David
Conley, Mary
Enbody, David
Feuerstein, Daniel
Heether, Leonard

Issacs, Donna
Loper, Raejean
Loveland, Randy
Olsen, Beth
Sower, Lisa
Tefft, Tamra
Youngs, Karen

**Letter of Agreement
Between the
Belding Area Schools Board of Education
and the
Belding Educational Support Personnel Association/MEA/NEA**

RE: Article 16(H)(2) – David Boes

It is hereby agreed in conjunction with the settlement of the 2009-2010 Master Agreement and the elimination of the former stipend for A+ Computer Certification, David Boes will continue to receive the \$.60 per hour stipend provided he 1) continues to retain A+ Computer Certification and 2) continues to be employed as the PC Technician.

Charles R. Barker 11.10.09
For the Board Date

Daniel A. Jensen 11-10-09
For the Association Date

**Letter of Agreement
Between the
Belding Area Schools Board of Education
and the
Belding Educational Support Personnel Association/MEA/NEA**

RE: High School Head Custodian Position

It is hereby recognized and agreed as follows:

1. The High School Head Custodian position, while not identified in the Master Agreement, has been considered as being within the Maintenance Seniority Classification and has been receiving the same pay level as the Maintenance positions.
2. The above understanding will be continued as long as Leonard Heether is assigned to the High School Head Custodian position.
3. After Leonard Heether leaves that position, it will be reclassified for pay and seniority purposes as a Custodian.

Charles R. Barber 11.10.09
For the Board Date

Daniel J. Heether 11-10-09
For the Association Date

