

## MASTER AGREEMENT

This Agreement, entered into this 20<sup>th</sup> day of February 2017, by and between the Board of Education and the Whittemore-Prescott Area Schools, hereinafter called the "Board" and the Whittemore-Prescott Educational Support Personnel (WPESP), an affiliate of the Michigan Educational Support Personnel Association (MESPA), hereinafter called the "Association."

### WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 336, Public Acts of Michigan for 1947, as amended by Act 379, Public Acts of Michigan for 1965, known as the Public Employment Relations Act (PERA), to bargain with the Association as the representative of the WPESP with respect to hours, wages, terms and conditions of employment.

### ARTICLE I Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined by PERA, for all WPESP but excluding all supervisory and executive personnel (Transportation Supervisor, Payroll Clerk and Executive Secretary). All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Employees", and references to male personnel shall include female personnel.
- B. The Board agrees not to negotiate with any support staff personnel organization other than the Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, providing the Association has been given opportunity to be present at such adjustments if requested by the employee.

Negotiations may be reopened by agreement of both the Board and the Association.

### NEW CONTRACT

- C. At least 90 days prior to the expiration of this Agreement, negotiations will begin with the Board of Education for a new contract, covering wages, hours and conditions of employment of all support staff personnel.
- D. It is recognized that no final agreement between the Board of Education and the Support Staff Negotiating team may be executed without the ratification by a majority of the

membership of the Association voting on the ratification. The representatives from each side shall have the authority to make proposals and concessions during the negotiation.

## ARTICLE II

### Rights of the Association

- A. The Board specifically recognizes the right of the Association to appropriately invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- B. The Association and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by the Principal or Superintendent of Schools. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises, and bulletin boards, school mail and other established media of communication shall be made available to the Association and its members, provided it does not interfere with the orderly conduct of school business.
- C. Upon written request by the Association, the following information will be made available: (1) The Annual Financial Report for the year ending as of June 30th after completion of the audit. (2) Copy of the budget that is officially adopted by the Board. (3) List of all personnel within the bargaining unit including their regular hourly rate and years of seniority in the system. (4) Information that is germane to the processing and handling of grievances.
- D. Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no lawful religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless it materially interferes with job performance or duties.
- E. The provisions of this Agreement, and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, or membership in or association with the activities of an employee organization.

Approved minutes of the Board meetings are available in the Administration Offices and may be reviewed by the Association.

### ARTICLE III

#### Rights of the Board of Education

- A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board and adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. According to Board Policy of the Whittemore-Prescott Area Schools, outside employment by an employee of the Whittemore-Prescott Area Schools must not interfere with schedules, work expectations, or the ability to carry out expected assignments.

### ARTICLE IV

#### Dues or Service Fees and Payroll Deduction

- A. All Support Staff Personnel employed by the Whittemore-Prescott Area Schools shall become members of the Whittemore-Prescott Education Support Personnel Association and its affiliates, or pay a Service Fee which is a legally permissible amount as determined in a legally permissible manner, not to exceed the amount of dues uniformly required of members of the Association.
- B. All of the above employees shall sign and deliver to the Board an assignment authorizing deduction of membership dues and/or assessments in the Association and its affiliates as determined by the Whittemore-Prescott ESP, or pay a legally permissible Service Fee. This authorization shall continue in effect from year to year notwithstanding the expiration of this agreement. The Board shall deduct one-tenth (1/10) of such dues, assessments, contributions, or service fee, from the regular salary check of each employee, each month for ten (10) months beginning in September and ending in June of each year. The Board agrees to promptly remit to the Association all sums deducted.

- C. The Board, upon receiving a signed statement from the Association indicating that the employee has failed to comply with this condition, shall pursuant to MCLA 408.477; MSA 17.277) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from paychecks of each bargaining unit member. In the event of non-payment of the service fee, the Board shall, pursuant to MCL 408.477 and at the association's request, deduct the service fee from the employee's wages and remit same to the association after 1) providing written notification to the employee by certified US mail detailing the non-compliance and 2) in the event of further non-compliance, providing the employee with an opportunity for a due process hearing limited to whether the employee has paid the service fee. Nothing herein shall require involuntary deduction of employee contributions to political action or other similar funds of the union or its affiliates. Such deductions shall be made only with the full, free and written affirmative consent of the member in conformance with applicable law.
- D. Upon written authorization from the employee, the Board shall deduct from the salary of the employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any plan or program jointly approved by the Association and the Board.
- E. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE V

Compensation

- A. See Salary Schedule "A".
- B. The following shall apply to all overtime work:
  - 1. Time and one-half (1 1/2) will be paid for all hours worked over forty (40) hours in one calendar week and all hours worked on Saturday.
  - 2. Double time will be paid for hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay that day.
  - 3. There shall be no offsetting compensatory time of overtime.
  - 4. Compensatory time off may be given if mutually agreeable to the Superintendent, the employee and the president of the Association.
  - 5. No overtime will be worked without the prior written approval of the Superintendent or designee.
- C. Pay day shall be every two weeks for the previous weeks of work.
- D. Paid release time to attend to necessary business of the Association shall be made available to the Association President or designee. No work shall be left undone because of this release time.
- E. LONGEVITY PAY: To be paid in one (1) sum. Within 30 days after the employee has qualified for longevity.

10-14 years	<b>\$400</b>
15-19 years	<b>\$500</b>
20-24 years	<b>\$600</b>
25 years up	<b>\$700</b>

## ARTICLE VI

### Workyear, Workweek, Workday

- A. The normal workyear for school term employees shall be according to the adopted school calendar. When the student body is dismissed early for purpose of staff development all term employees will have the opportunity to work their regularly scheduled hours. Management will assign the work for such hours.

Food service personnel will work each day lunch and/or breakfast is served plus 24 cleaning hours at the Food Service Manager's discretion for each building (Eight hours before school starts, 8 hours at the end of the year, and no less than two hour increments for the remaining eight hours during the school year). The cleaning hours cannot be used as overtime. Cafeteria supervisors' work year will be paid for the number of days lunch is served. Secretaries' work year will include five (5) days before and five (5) days after the academic school year. They may also work extra days during the summer at the building principal's discretion. All secretaries will work teacher in-service during the regular academic school year. If a secretary is absent on an in-service day, it will be at the discretion of administration to call in a substitute.

- B. The normal workweek for all employees is Monday through Friday, starting at 5:00 a.m. Monday and ending at 5:00 a.m. Saturday at the end of the third shift.

- C. Shifts - First shift is a shift starting as early as 5:00 a.m. and ending as late as 4:00 p.m. Second shift is a shift starting as early as 10:00 a.m. and ending as late as 11:00 p.m. Third shift is a shift starting as early as 9:00 p.m. and ending as late as 6:00 a.m. Second and third shifts will receive \$.20 per hour shift premium. In the event first shift would start prior to the agreed upon time, shift premium for the hours worked prior to the normal starting time must be negotiated at that time. If Second shift custodian is moved to First shift, shift premium will remain the same during the school year.

- D. All unit employees, with the exception of bus drivers and bus aides, whose job requires five or more consecutive hours in one day will be entitled to a one-half (1/2) hour paid lunch period approximately midway between the beginning and end of their shift. New employees hired after February 11, 2003 will not receive paid lunch hours. Lunch periods for food service personnel will be scheduled by their supervisor.

A fifteen (15) minute rest period will be afforded all employees (with the exception of bus drivers and bus aides). Rest periods for employees working less than eight (8) hours per day will be scheduled by the building administrator, but not at the beginning or end of a shift. Rest periods for employees working eight (8) or more hours per day will be scheduled approximately midway between the start of their shift and their lunch period, and their lunch period and the end of their shift. Rest periods for food service personnel shall be scheduled by their supervisor.

- E. Overtime shall be divided among employees within each classification.
1. Excluding bus drivers, overtime shall first be offered to the employee who is qualified to do the activity having the greatest classification seniority and then to the next senior employee qualified to perform the work. If the employees within the affected classification refuse the overtime, then a sub will be called.
  2. Overtime will be covered by the use of an "overtime chart" and will be offered to each employee in rotation based on seniority as provided in paragraph 1 above. Overtime that is refused by an employee will be charged on the overtime chart for the purpose of balancing the overtime. Employees may not give their overtime hours to anyone else. The building/program administrator will keep the overtime chart. When maintenance overtime is needed in a specific building, a building assignment will be given to the Building Head first, then district wide Building Head. Custodian overtime will be offered according to seniority within that building.
- F. The Board shall provide substitutes as required by the absence of regular employees; however, substitutes shall not be placed to perform the work of an absent employee until the employees regularly assigned to the classification have been offered the work. A substitute shall only perform the work in a position that remains after regular employees have been shifted to perform the work of an absent employee.

Substitutes shall be used to perform bargaining unit work only during instances of absence by regular employees or when an unfilled temporary vacancy exists.

When a food service substitute is needed during a normal school day, the job will be offered first to those who normally work in that kitchen, e.g., if the head cook in the High School is absent, her replacement will come from the High School kitchen in order of the high School kitchen's seniority.

If no one from the kitchen wishes to move up to the head cook job, then district-wide seniority will prevail, with the exception that if a cook from another kitchen would not benefit in pay, then they may not move from their own kitchen.

- G. When school is officially called off for students due to inclement weather, all bus drivers, secretaries and paraprofessionals are not required to report for work and shall be paid their normal daily rate. Food service personnel shall report for work on such days if food needs to be put away or cooked due to the risk of spoilage, leaving when the work is completed. Twelve month custodians will report at their normal starting time, weather permitting as determined by the Superintendent or his designee. Building Head/Maintenance personnel will report on such days for the removal of snow (sidewalks adjacent to and between buildings), checking boilers, etc. Twelve month employees will be allowed two paid inclement weather days per year that may be used concurrently with school closing days. In addition, if these days are not used they would not be carried forward or rolled over to sick days. Building Head/Maintenance personnel will receive two additional vacation days only if school has been closed due to inclement weather for a minimum of two days during the school year.
- H. The Board may in its discretion reschedule any such days to be made up during the balance of the school year or at the end of the originally scheduled school year. Make-up days will not be paid days to the extent the employee was not required to report for work but was paid for the snow days. For bus drivers, food service personnel, secretaries and paraprofessionals, make-up days will be in addition to the employee's scheduled work year.
- I. Employees who are not scheduled to work on a snow day will not be paid for such snow days.
- J. Summer employment shall first be offered to bargaining unit employees within the classification. The Employer shall make every reasonable effort to notify the Association of summer positions prior to the close of the academic school year. Each position shall be posted and offered to employees in order of seniority within the classification. If summer work becomes available following the close of the academic school year, the Employer shall notify each bargaining unit member via U.S. Mail within ten (10) workdays when it became known that additional summer personnel are needed.

## ARTICLE VII

### Working Conditions

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. The Board shall reimburse the employee for loss, damage or destruction of personal property which the employee was required to use on school premises with the knowledge and approval of the Superintendent when the loss, damage or destruction is not the result



of the member of the Association's negligence. The Board's total liability shall be no greater than \$500.00 for each tool with a maximum of \$1,200.00 per occurrence.

- C. The Board shall provide adequate rest areas, lounges and restrooms for employee use.
- D. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The Board or its designated representative shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.
- E. Employees may use such physical force with a student as is necessary to protect them, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to district property as may be consistent with the "Corporal Punishment" law, MCL 380.1312, set forth in the revised school code.
- F. No employee shall be required to dispense or administer medication except in emergency or where the employee has been trained to dispense or administer medication as part of his/her job duties as defined in the district's adopted policy of April 13, 1998.
- G. Appearance affects how we are perceived by students and parents. All employees will dress as professionals in clothing that is appropriate to the school setting. Casual clothing may be allowed in certain circumstances such as field trips, messy projects, and field days. Blue jeans will be allowed on Fridays, paired with tops containing school colors, higher educations and others supporting educations. Cooks and bus drivers will wear appropriate clothes (drivers: field trips, games) (cooks: serving banquets, school wide picnics) with school logo and dark pants. Cooks and bus drivers will be allowed to wear hats, however, no hats will be allowed in school buildings with the exception of kitchen staff. In addition, kitchen staff will not be allowed to wear pants shorter than above the knee.
- H. The Board and Whittemore-Prescott Support Staff Personnel agree to the following conditions which shall govern drug and alcohol testing for all bargaining unit members. The Whittemore-Prescott Area Schools recognizes the contributions of individual employees and their right to make choices for which they accept responsibility. Therefore, the parties agree that there should be opportunities for employees to seek counseling and/or rehabilitation. It is also understood that Michigan Department of Transportation (MDOT) requirements will supersede any portion of this provision. Thus Bus Drivers may be subject to additional and/or other requirements. Employees who believe they have a substance abuse problem are encouraged to self identify or voluntarily refer themselves to the Employer or seek other treatment options. To this end, employees who voluntarily request assistance or self-identify, before discipline is pending or imposed pursuant to this agreement will not be subject to

discipline because of the self-identification.

1. Types and Times of Testing.

Employees and subs are subject to two (2) types of drug testing, random and reasonable suspicion. Mandatory drug testing will be required for all new employees. All testing will occur at the Administrative Board office utilizing a third party tester and will be fully paid for by the District.

No random or reasonable suspicion tests will be administered during the summer for term employees unless working as summer subs. If for any reason an employee is called in over summer break they will receive 2 hours pay plus mileage if the test occurs outside of normal work hours.

2. Administrative Responsibilities:

Administrative staff will be required to receive reasonable suspicion training. Two administrators must confirm reasonable suspicion. During a one year period (July 1 – June 30) if an employee has been subjected to two (2) reasonable suspicion tests and has tested negative, the employee can not be asked to be tested unless their name is drawn from a random pool for the remainder of the year. The administrator will be responsible for making personal contact with the employee for notification of testing.

3. Employee responsibilities:

If a test result is positive, then the employee must seek help and mandatory testing before re-entry to their position. A last chance agreement will be developed with the employee upon re-entry to the position after the first positive test and disciplinary action.

Mandatory periodic retesting for up to one year will be required. In addition they must provide documentation of rehabilitation. Contact information will be made available to the employee for necessary rehabilitation.

A second positive test will result in an automatic termination of the employee.

- I. All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member and this serves as notification of that monitoring or observation. Bargaining unit member evaluation shall be by observation of bargaining unit member work. If a formal observation is necessary, it will be conducted in a timely manner and shall be arranged by the supervising administrator and employee. Observations shall be ongoing during the course of the year and accurately samples the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the work year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties as agreed to by the Employer and the Union, and are a part of the job performed. Evaluations

will occur every year. Absent a written evaluation, job performance will be considered as satisfactory. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.

All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. Following each evaluation, which shall include a conference with the evaluator; the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments, within ten (10) days after receipt of written evaluation, to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file. At the request of the employee, a copy will be sent to the union President. Annual evaluation will be completed by March 1 of each year.

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing, with a copy to the Union. Each bargaining unit member's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this bargaining unit member is \_\_\_ satisfactory, \_\_\_ unsatisfactory (check one)." (See attachment B)

## ARTICLE VIII

### Seniority

- A. Seniority shall be defined as the length of service contiguously employed within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event more than one individual has the same starting date of work, position on the seniority list shall be determined by a time date stamp placed on employee's letter of notification at the time of hire. Both the hiring administrator and the new employee will initial the document at the time of hire. A copy will be provided to the Association President at the time of hire.

- B. New employees shall be considered probationary employees until they have completed a probationary period of forty-five (45) work days. Each probationary employee will be provided weekly written evaluations by the administrator or his designee and assistance in monitoring by Association president or designee and building representative. Upon satisfactory completion of the probationary period, seniority will be retroactive to the first day of employment.
- C. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- D. All employees shall be placed in one of the following classifications based on their current assignments. District seniority counts for bidding in any current classification held. Qualifications are used for bidding outside of classification.

Classification A

Building Heads  
General Custodian - 2nd year  
General Custodian - 1st year  
New General Custodian – 45-day probation  
Maintenance Helper

Classification B

Food Service Managers  
Food Service Personnel

Classification C

Cafeteria Supervisor

Classification D

Paraprofessionals

Classification E

Office and Library Clerks

Classification F

Mechanic Helper

Classification G

Bus Driver

Classification H

Secretaries  
Bookkeeping, Internal Accounting, Etc.

Classification I

Computer Specialist

Classification J

Media/Library Specialist

- E. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) days after the effective date of the Agreement with revisions and updates.
- F. State and Federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights as provided in this Agreement.
- G. Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Board, may be employed at other work on a job that is operating by the Board.
- H. Seniority shall be lost by an employee:
  - 1. Upon termination, resignation or retirement.
  - 2. Discharged permanently for proper cause after receiving due process;
  - 3. Absent for three (3) consecutive days without notifying the Building Principal, unless satisfactory reason is provided;
  - 4. Seniority will be frozen for a period of one year if an employee transfers to a position not covered by this agreement. Following this period, employees re-

entering a position covered by this agreement will be placed at the seniority date of reentry.

## ARTICLE IX

### Reduction in Personnel, Layoff and Recall

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds or lack of work.
- B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least sixty (60) days prior to the effective date of layoff except in the case of a severe financial cutback in which case a two week notice will be given.
- C. In the event of a necessary reduction in workforce classification(s), the Board shall first lay off probationary employees, then employees with the least seniority. In no case shall a new employee be employed by the Board while there are laid off employees who are qualified for a vacant or newly created position.
- D. Employees whose positions have been eliminated due to reduction in workforce or who have been displaced by a layoff shall have the right to assume a position for which they are qualified, which is held by an employee with less seniority. Employees are considered qualified for all classifications for purposes of bumping due to layoff only if they meet the district's customary qualificational standards or job duties and requirements contained in position description and any state or federal law, regulations or requirements.
  - a. Secretaries: Satisfactory completion of the "secretarial test" historically administered by the district.
  - b. Paraprofessional: High School diploma and satisfactory completion (e.g., passing score) of the ACT workkeys test, MTTC test, 60 college credit hours, or an associate's degree and any; requirements imposed by state or federal law.
  - c. Driver: Possession of CDL, class B with a "P" endorsement and satisfactory completion of bus driver training to include "S" endorsement (or other test approved by the State of Michigan).
  - d. Custodian/Maintenance: Standards historically used by the district.
  - e. Custodian: Standards historically used by the district.
  - f. Food Service: Standards historically used by the district.

- g. Head Cook: Serv Safe Food service certification per Michigan Department of Health standards and standards historically used by the district.
- h. Library Specialist: High school diploma and satisfactory completion of the ACT workkeys test, MTTC test, 60 college credit hours, or an Associate's degree and standards historically used by the district.
- i. Clerk: Standards historically used by the district.
- j. Computer Specialist: High school degree, college computer credits, pass basic computer test, satisfactory completion (e.g., passing score) of the ACT workkeys test, MTTC test, 60 college credit hours or an Associate's degree and any standards historically used by the district.

Qualifications for (D-J above) and basic job descriptions for all classifications shall be mutually developed and incorporated into this agreement.

Employees who have previously been in a different classification shall continue to be deemed qualified in the classification by the administration after consultation with the association provided that they meet all qualification requirements imposed by state or federal law.

Employees notified of layoff or displacement, in writing, shall have five (5) business days to respond, in writing, of their intent to bump or take the layoff. If the employee does not respond to the written notice of layoff they shall be determined to have elected to accept layoff. Within five (5) business days of the layoff notice, the superintendent and association president will meet with the employee(s) to effect and administer the bumping process.

- E. In the event of a reduction in the work hours in a department, an employee may claim seniority over another employee for the purpose of maintaining their normal work schedule, provided they have greater departmental seniority than the employee they seek to replace and are qualified to perform the duties of that position. In no case shall a reduction of any employee's work hours take effect until the Board gives ten (10) work days written notice to the affected employee(s).
- F. Employees shall be recalled in inverse order to their district seniority. Up to a forty-five (45) day trial period, will be in effect if the employee is called back to a different classification. Should a displaced employee bump into a classification different from the classification currently held the 45 day trial period will be in effect. Should the employee be evaluated out of the position, they will then be placed on layoff.

G. Notice of recall shall be sent by certified mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to their current mailing address. A recalled employee shall be given at least three (3) working days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work, provided the employee notifies the district of his/her intent to return within the three (3) day period.

Employees recalled to work for which they are qualified are obligated to take said work if the hours offered are at least 75% of the hours worked before lay-off. If the hours offered are less than 75% of the hours worked before lay-off the employee may decline the position with no penalty. An employee who declines recall to perform work for which they are qualified shall forfeit their seniority rights.

H. Employees on layoff shall retain their seniority for the purpose of recall for a period of three (3) years, and shall continue to accrue seniority. Any employee on layoff for more than three (3) years shall lose their seniority and any further rights under this Agreement.

## ARTICLE X

### Vacancies, Transfers and Promotions

A. A vacancy shall be defined as a bargaining unit position either newly created, or a present position that is not filled. The Board shall determine if a vacancy is to be filled.

B. All vacancies shall be posted internally (for association members currently working in the district) in a conspicuous place in each building of the district for a period of five (5) working days. 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. Classification
7. Job Description

Interested and qualified employees may apply in writing to the superintendent, or designee, during the posting period. The Board shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to each employee by U.S. mail.



- C. Vacancies shall be filled by the applicant with the most seniority currently within the classification posted. An employee previously displaced from the affected classification, either by layoff or the reduction in work force, shall be considered eligible for a position in that classification for a period of three (3) years. This Article assumes the person applying for the position in question has the qualifications to apply.  
As the district becomes aware of testing opportunities, notification will be made available. Qualification for any job must be met prior to the end of the posting date. Internal test requirements for positions will be made available upon request (i.e. secretarial test). If an employee is interested in the Serv Safe Certification offered to our Food Service Staff, they must put in writing a request to the Food Service Director with a copy to the Union President and Superintendent of their interest in training no sooner than August 1 and no later than September 30. That request will be good for the period of 1 year. In return, the Food Service Director will respond in writing, with copies to the Union President and Superintendent, within 5 business days, their receipt of the request along with a date for the training. If there is no training scheduled, the Food Service Director will respond to the identified parties with a scheduled date as soon as it becomes available within that 1 year period.
- D. Should no qualified employee from the affected classification apply, the Board shall award the vacancy to the bargaining unit member with the most seniority who meets the district's qualifications
- E. When an employee is awarded a job under the provisions of "C" above, he/she shall be given a reasonable period of time as determined by the Board, but no more than forty-five (45) scheduled work days to demonstrate his/her ability to perform the job. The Board shall give the employee reasonable assistance to enable them to perform normal and customary job functions, but this period shall not be considered a training period.

All evaluations shall be made available to the Association President and/or designee. If the employee is unable to fulfill the job requirements, or within fifteen (15) work days, at the option of the affected employee, the employee shall be returned to his former job. Any postings awarded to backfill positions will have a temporary 45 day waiting period to coincide with the 45 day trial period. If an employee returns to their former job for any reason, everyone affected by the change will revert back to their original positions. The Association President shall be notified of the reasons for reassignment. Any action taken under section D or E shall not be grievable.

If action is taken under this section either by the Board or by the employee, the employee will not be allowed to bid on another position within the classification in which action was taken for one (1) calendar year from the date the employee returns to their previous status.

- F. Within ten (10) work days after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.
- G. After the trial period, employees shall not be placed on a lower step on the salary schedule or wage scale except for voluntary transfers.
- H. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be effected only for reasonable and just cause.
- I. Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the rate for those duties. An employee's pay rate shall not be reduced by any temporary change in duties.
- J. If a vacancy occurs within the parapro classification, management has the right to temporarily assign any parapro to that position pending a posting. Postings for these types of vacancies will occur twice during the school year, at the end of each semester. All 1 to 1 parapro position will be based on student needs and will not be split between two people if the position is a full day position.
- K. Parapro hired after July 1, 2007 can be sent home without pay if their assigned student is absent from school. However, if there is a sub working, then the sub could be sent home instead and replaced with the parapro employee.

## ARTICLE XI

### Paid Leave

- A. General Conditions:
  - 1. The Board shall furnish each employee a written statement at the beginning of each school year setting forth the total sick leave credit. Such statement may be printed on the employee's pay stub.
  - 2. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may, in the sole discretion of the Board, be renewed each year upon written request of the employee.

3. Absence due to injury or industrial illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave for the day of the occurrence. If an employee is absent due to an injury or illness which is compensable under the worker's compensation laws, the Board shall prorate the use of accumulated sick days for the purpose of offsetting the reduced payments received under Worker's Compensation, at the option of the employee.
4. In case of death, any unused sick leave shall be paid at the rate of 80% of one (1) day's pay for one (1) day of sick leave accumulated to a maximum of \$1,800 in a lump sum to the survivor named by the employee.

B. Illness and Disability

1. Sick leave shall be eleven (11) days per school year and fourteen (14) days for twelve month employees. Three (3) of these days shall be allowed for personal business. These days shall accumulate to one hundred (100) days. Each employee shall receive Eighteen Dollars (\$18.00) per each sick day granted at the beginning of the year which make his/her total exceed one hundred (100) days. Computation of pay shall be at the end of the school year. Example: If employee has 104 days accumulated at the end of the year, he/she will be entitled to four (4) days of reimbursement (\$72.00).

Employee's contract may be based on 21 pays or 26 pays at the option of the employee and shall include all hours worked in the school year that are a required part of the employee's day. In no event shall this provision be interpreted to require that employees receive payment for hours not worked. Example: Paraprofessionals that monitor the lunch room for breakfast and/or lunch periods as a part of their regular assignment (not by their choice) will have those hours included in their contract. Hours not included in contracts will be those when the employee has made the choice to work the extra hours and can give up those hours without giving up their regular assignment, such as a bus driver that chooses to have a shuttle, an extra trip, etc, that is not part of their daily morning and afternoon runs. Sick days shall accumulate as follows: 2 days in September, 2 days in October, 1 day in November, 1 day in December, 1 day in January, 1 day in February, 1 day in March, 1 day in April and 1 day in May. The days shall accumulate on the first day of the month. All 12-month employees must be paid on the 26-pay system and will also accumulate 1 day in June, 1 day in July and 1 day in August.

The sick leave days may be taken by an employee for the following reasons and subject to the following conditions:

- a. Personal Illness or Disability. The employee may use all or any portion of their leave to recover from their own illness or disability. Employees claiming sick leave, which is considered excessive or abusive, may be requested to take a physical examination, at Board expense (including transportation) by a physician of the Board's choice. In addition, the employee may be required to furnish documentation for more than 3 consecutive days absent. For purposes of this section "excessive" is defined as use of more than sick and personal total days given per year. Abusive is defined as patterned use of sick days around weekends and or holidays. Excessive or abusive patterns may lead to disciplinary actions.
- b. Medical or Nursing Care. The employee may take three (3) days to make arrangements for medical or nursing care for a member of their immediate family.
- c. Illness in the Immediate Family. The employee may take a maximum of five (5) days per illness. Exceptions to be approved by the Superintendent. "Immediate Family" shall be defined as in #2 below.

2. Death in the Immediate Family. The employee may take a maximum of five (5) accumulated sick, personal or vacation days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law and grandparents. The employee may take a maximum of three (3) accumulated sick, personal or vacation days per death for other family members. Other family members shall be interpreted as current brother-in-law/sister-in-law, current first cousin, and current son-in-law/daughter-in-law. These five (5) or three (3) days are exempt from "excessive" absence.

C. Personal Business Days:

It is agreed that personal business days are to be used for business which cannot normally be conducted outside of the school day. Personal business days are not to be used to extend vacations or for purposes of recreation. No personal business days may be used the day before or day after a vacation unless authorized by the Superintendent or designee.

D. Jury Duty:

Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration

or fact-finding proceeding, shall be paid their full compensation less appearance fees for such time.

- E. Personal or sick days taken according to this contract article can only be taken if the employee has days accumulated and/or available as listed in Article XI, Section B, 1.

## ARTICLE XII

### Unpaid Leaves

#### A. General Conditions

1. Special Leaves--the Board may grant on request a special leave of absence when appropriate circumstances warrant.
2. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of such leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child.
3. General Regulations Affecting Leaves of Absence
  - a. Leave of Absence--Extension  
A leave of absence may be extended at the discretion of the Board.
  - b. Application for Return  
Application for return from leave of absence shall be filed with the Superintendent of Schools not later than the end of the first semester preceding the August of the September in which he wishes to return.
  - c. Condition for Return
    1. Qualifications--Competent proof must be given to the Board that the employee applying for return from leave of absence is competent and qualified to perform the duties of the position for which an application is made.
    2. Policy and Intent--It is the intent and it shall be the policy of the Board to return an employee on leave of absence to the same

position, status and pay, unless circumstances make it impossible to return the employee to a position of like nature. In addition, an employee will be granted an increment if not at the maximum step. This provision shall be interpreted in a manner consistent with the family and medical leave act (FMLA).

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

1. Military Leave. A military leave of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed in the same classification and experience level as they would have been had they worked in the district during such period.
2. FMLA Leave. Eligible employees may avail themselves of Family Medical Leave Act (FMLA) leave as permitted by law for up to 12 weeks in a 12 month period for the following: 1) due to the birth of a child, the care of a newborn, or placement of a child for foster care or adoption; 2) because the employee is needed to care for a child, spouse or parent with a serious health condition or 3) due to the employees own serious health condition which makes the employee unable to perform his/her job. The Board may require an employee to substitute accrued vacation, personal or family leave for otherwise unpaid leave periods permitted under the act.

## ARTICLE XIII

### Holidays

#### Custodians

They will work the regular five day week (40 hours) Monday through Friday while school is in session, five day week (40 hours) Monday through Friday when school is not in session with the following exceptions:

- |          |   |   |
|----------|---|---|
| one day  | - | Labor Day   |
| one day  | - | Deer Vacation   |
| two days | - | Thanksgiving and the day after  |
| two days | - | Christmas and the day before or after--<br>Supt. and the building head decision   |
| two days | - | New Year's and the day before or after--<br>Supt. and the building head decision  |
| one day  | - | Good Friday   |
| one day  | - | Monday after Easter--because of calendar differences,<br>when the day after Easter is established as a school day, custodians |

will have the option of using this vacation day at their discretion in conjunction with consultation of the Principal or Program Administrator

one day - Memorial Day

two days - Independence Day and the day before or after--  
Supt. and the building head decision

If a holiday falls on a Saturday, then the preceding Friday shall be the holiday; if the holiday falls on Sunday, then the Monday following shall be the holiday. If deer vacation falls on a Saturday or Sunday, there shall be no vacation allowed.

Each head custodian will inspect his heating plant and building every day that the boiler is in operation. If there is sickness or accident a sub will be called in--unless there is an emergency situation. No full time custodian will work double shifts for more than a period of one day.

## ARTICLE XIV

### Vacations

Twelve-month employees will receive paid vacation as follows:

- one (1) week paid vacation after 1 year of service
- two (2) weeks paid vacation after 2 years of service
- three (3) weeks paid vacation after 5 years of service
- four (4) weeks paid vacation after 10 years of service

Vacations shall be scheduled with the building principal and superintendent with seniority having preference of time. It is understood that earned vacation days may be taken any time during the year with supervisor or superintendent's approval.

Excluding twelve-month employees, if an employee wishes extra time off without pay, and not to exceed ten (10) working days, such leave may be arranged at the discretion of the building principal and superintendent and the employees immediate supervisor. If an employee is denied these days by their immediate supervisor, they shall have the right to appeal to the superintendent. Additionally, deduct days do not count as excessive absences if pre-approved.

## ARTICLE XV

### Grievance Procedures

- A. Should disputes arise between the Board and the Association, or its members employed by the Board, as to the interpretation and application of the provisions of this Agreement or the established policy of the Board, there shall be no stoppage of work by the employee covered hereby on account of such differences, but an earnest effort shall be made to resolve grievances in the following grievance procedure:

**STEP 1:** Within five (5) working days (see exceptions, Section D) of the occurrence of the act or condition giving rise to the dispute, the aggrieved employee and the committee person shall meet with the Supervisor to discuss and attempt to resolve the matter. The employee must identify the discussion as involving a grievance matter. The supervisor must give an answer within five (5) working days after such meeting.

**STEP 2:** If the grievance is not settled in Step 1, the employee or employee's committee person shall within five (5) working days from the receipt of Step 1 answer, meet with the Supervisor to file a grievance in writing on forms furnished by the Association, and present two (2) copies to the Supervisor who shall have five (5) working days in which to reply in writing. In such meeting, specific reasons why the grievance is not resolved will be given. When the grievance is reduced to writing, the grievance will be limited to the scope of the written grievance and the Board's written answer.

**STEP 3:** If the grievance is not resolved in Step 2, the Grievance Committee shall, within five (5) working days from receipt of the Supervisor's answer then submit a copy of the grievance to the Board's designated representative or Superintendent. A meeting will then be held as soon as possible, but not later than five (5) working days after submission of the grievance at Step 3, between the Board representatives and the Grievance Committee with the employee for the discussion of the grievance. The decision of the Board's designated representative or Superintendent shall be made in writing within five (5) working days after the meeting.

**STEP 4:** If the grievance is not resolved in Step 3, the Grievance Committee shall within five (5) working days from receipt of the Board Representative's answer then notify the Board in writing of their desire for a meeting with the Board. Such meeting, which will include the employee, committee person and the Staff Representative, shall be held within five (5) working days from the receipt of such notice and the Board must give its written answer within ten (10) working days after the meeting.

**STEP 5:** If the grievance is not settled in Step 4, the Association may, at its option, within five (5) working days from the receipt of the Board's answer, request the mediation services of the Michigan Employment Relations Commission (MERC) in resolving the dispute.

**STEP 6:** If the grievance is not settled in Step 4 or Step 5 as the case may be, the Association may, within fifteen (15) working days from receipt of the report from the



Mediator or from receipt of the Board's answer notify the Board that the grievance is appealed to arbitration before an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association or the parties may request that the Michigan Employment Relations Commission provide a list of arbitrators. Neither party shall be permitted to insert in such arbitration preceding any issues which have not been set forth in the original grievance except upon mutual agreement. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by Law or which is violative of the terms of this Agreement. An arbitration hearing will be held which both parties will be required to attend. Each party may present the testimony of witnesses and any pertinent written evidence.

If either party shall claim before the arbitrator that a particular grievance is not arbitrable, the arbitrator shall decide that issue. If he decides it is arbitrable, he shall proceed to hear the case on its merits at that same hearing. If he decides it is not arbitrable, he shall refer the case back to the parties without a decision on the merits. All arbitrable grievances shall be heard, if possible, simultaneously or consecutively by the same arbitrator.

The cost of the arbitrator shall be borne equally by the School Board and the Association.

- B. The parties may mutually agree to by-pass any step or to use alternative methods in settling grievances.
- C. Failure to Proceed--After the grievance has been reduced to writing the failure of a grievant to proceed to the next step of the grievance procedure within the time limits as 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. The failure of the Board, or its representative, to respond to any step within the time limits specified shall advance the grievance to the next step.
- D. Time limits--The Board and the Association agree to process grievances promptly in accordance with the grievance procedure. All time limits may be extended by mutual agreement.
  - 1. Grievances with respect to errors in pay may be filed within thirty (30) working days from the issuance of alleged erroneous check.
  - 2. In case of layoff, a grievance claiming that an employee or employees were laid off out of line of seniority, must be filed in writing within five (5) working days from the date the Board first submitted a list to the Chairman of the Grievance Committee, of the employee or employees so laid off.

3. Employees upon recall who have returned to work and find they have been deprived of their rights as outlined in this Agreement, shall have five (5) working days in which to file a grievance. However, retroactive relief is limited to 30 days prior to the date the grievance is filed.
- E. Association Representatives Authority--The Board acknowledges the right of the Association to select representatives for the purpose of collective bargaining and to present complaints or grievances to the management. The Association shall advise the Board of the names of the representatives (or their alternates) in the settlement of differences arising between the Board and the Association or its members employed by the Board. Any and all grievances resolved at any step of this grievance procedure shall be final and binding on the Board, the Association, and all members of the bargaining unit.
- F. Grievance Meetings--The Grievance Committee shall meet with Management at such time as may be mutually acceptable and as will not conflict with operations.

Due to the nature of bus driving for school children and the problems caused by interruption of scheduled routes, Grievance Committee members must necessarily process grievances and attend grievance meetings during other than normal working hours.

- G. Employees called to meetings--Any employee or group of employees who are called into any meeting regarding any matter which comes under the jurisdiction of the Association may request the presence of a member of the Grievance Committee and such request shall not be denied.

## ARTICLE XVI

### Insurance Protection

#### A. **Current Employees**

1. For the purpose of this Section "current employees" shall mean employees who were employed by the Board in the bargaining unit prior to July 1, 1998. Substitutes are not considered current employees.
2. The Board will pay the premiums for the insurance plan listed in Attachment "D" to all employees working 30 or more hours per week. All pre-July 1, 1998

employees are grandfathered into this coverage. Any change in insurance coverage must be with mutual consent.

3. Effective September 1, 2012 (beginning of the insurance plan year) the employee will be required to contribute according to state law. Effective October 1, 2012 the employee will be required contribute 20% of the plan cost according to state law. Effective January 1, 2013 the insurance will be an HSA with the employer contributing \$1,300 toward a single subscriber deductible and \$2,600 toward a two person/full family deductible. The employee will be required to pay 20% of the plan cost according to state law.
4. Effective January 1, 2012 any rate increase will be equally split between the employees and employer except that the employee contribution shall not exceed \$125 per month.

<u>Years of Service In The Bargaining Unit</u>	<u>Maximum Amount Of Premium to Be Paid By Board</u>
Less than 1 Year	No Insurance Benefits
>1 and <3	50% of Full Family Rate (Increase capped per #3 & #4 above)
>3 and <5	75% of Full Family Rate (Increase capped per A, #3 & #4 above)
5 or more	Full Family Rate (Increase capped per A, #3 & #4 above)
Twelve-Month Employees	Full Family Rate (Increase capped per A, #3 & #4 above)

B. Employees Hired After July 1, 1998 and Prior to February 1, 2003.

144225888. This section refers to employees who were not employed by the Board in the bargaining unit prior to July 1, 1998, but before February 1, 2003. Substitutes are not considered employees.

2. Employees scheduled to work fifty-two (52) weeks per year and thirty (30) hours or more per week:

minimum  
above.  
premium

Employees who are scheduled to work fifty-two (52) weeks per year and a minimum of 30 hours per week shall be eligible for full family health insurance as listed above. The Board shall payroll deduct the employee's cost of the health insurance premium rate.

3. Term employees - those scheduled to work less than 52 weeks per year and thirty (30) hours or more per week:

Following their first full year of employment, term employees who are scheduled to work a minimum of thirty (30) hours per week or more shall be eligible for health insurance as listed on the chart below:

<u>Years of Service In The Bargaining Unit</u>	<u>Maximum Amount Of Premium to Be Paid By Board</u>
Less than 1 Year	No Insurance Benefits
>1 and <3	Amount Equal to 3/4 Single Subscriber Rate Plus \$200 per year (Increase capped per A, #3 & #4 above) >3 and <5 Amount equal to 1 Single Subscriber  Plus \$300 per year (Increase capped per A, #3 & #4 above)
5 or more	Amount equal to 1/2 Full Family Rate (Increase capped per A, #3 & #4 above)

The Board shall payroll deduct the employee's cost of the health insurance premium rate.

Rate

4. Term employees working less than thirty (30) hours per week but more than twenty (20) hours per week:

Following their first full year of employment, employees who are scheduled to work less than thirty (30) hours per week but more than twenty (20) hours per week are eligible to receive without cost to the employee the Option "B" package as listed "C" below.

5. Employees working twenty (20) or less hours per week are not eligible for Board paid insurance.

C. Employees who are eligible for health insurance fully or partially paid by the Board who elect not to receive health insurance will be provided the Option "B" package. In accordance with the plan adopted by the Board pursuant to Section 125 of the Internal Revenue Code, the employee will be eligible to receive (after the first year of employment) Two Hundred Dollars per month, which will first be used to purchase Pak "B" coverage, the remainder of the \$200.00 will be used to purchase a tax deferred annuity or a cash option (the cash option will be paid at the end of each semester and is taxable.) The employee will be required to pay 20% of the \$200.00 per month.

D. Employees hired after February 1, 2003 will receive the following insurance benefits:

144226272. (Term Employees working 30 hours or more) In accordance with the plan adopted by the Board, pursuant to Section 125 of the Internal Revenue Code, the employee will be eligible (after the first year of employment) to receive Two Hundred Dollars per month towards insurance benefits, which will first be used to purchase Pak "B" coverage. The remainder of the \$200.00 will be used to purchase a tax deferred annuity or a cash option (the cash option will be paid at the end of each semester and is taxable). If the employee wishes health insurance, they may use their \$200.00 towards the premium and the remainder of the premium will be payroll deducted.

144226273. Twelve (12) month employees: An amount equal to One Full Family Rate as capped in A, #3 & #4, above.

144226274. Following their first full year of employment, employees that are scheduled to work less than thirty (30) hours per week, but more than twenty (20) hours per week are eligible to receive without cost to the employee, the Option "B" package. Employees working twenty (20) hours or less per week are not eligible for paid insurance.

E. If an employee hired prior to July 1, 1998, a twelve month employee, or an employee who benefits from this provision and who receives health insurance benefits (Pak A) leaves the district, then the next eligible (at least 30 hours/wk) employee to receive those benefits would have the opportunity to qualify for health insurance at the single subscriber health, dental and vision insurance only. If that person declines the health insurance coverage, then their name will be placed on the bottom of the list for insurance eligibility. The list will be maintained in seniority order. Employee's who benefit from this provision must maintain at least 30 hours/wk or more with the district. An employee can work multiple jobs with the district to maintain their 30 hours. All 12 month employees will have health insurance coverage in accordance with the contract. If a 12 month employee leaves or becomes ineligible, the insurance held by that position will remain with that 12 month position. If the 12 month position is not filled by a 12 month employee then the insurance will be passed on to the next eligible person. It is further clarified that there will be a minimum of 28 insurance packages beginning with the 2009/2010 school year. However, if in the event an employee who currently takes

insurance opts to take the cash-in-lieu of insurance, their insurance package will be held in abeyance until one of two actions occur.

144226656. The employee leaves the district, the minimum of insurance packages will decrease by 1 (meaning the WPSSPA will lose one benefit package).

144226657. The employee opts to reinstate their insurance, then the insurance package would be available for that person.

- F. Premium amounts in excess of the premium the Board is obligated to pay shall be paid by the employee. The Board will payroll deduct the insurance premium that is the obligation of the employee.
- G. The Board's obligation to pay insurance premiums in accordance with the preceding Article, on behalf of the employee who ceases active service and are on illness or disability leave, shall end when the employee's accumulated sick leave is exhausted or at the end of one year following the month active service ceased, whichever is later.
- H. The Board's obligation to pay insurance premiums in accordance with the preceding sections of this Article on behalf of employees who cease active service commence leaves of absence other than sick or disability leave shall end after the month following the month the employee ceased active service.
- I. Employees who cease active service due to lay-off will be required to make necessary arrangements to pay for their insurance while on lay-off commencing with the beginning of the month following the month in which the employee was laid off.

## ARTICLE XVII

### Discipline

- A. No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank, or professional advantage, discharges, or other actions of a disciplinary nature) without just cause. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be subject to the Grievance Procedure. A copy of the written

disciplinary complaint made against an employee shall be promptly called to their attention and a corrective procedure given to the employee.

- B. Any complaint made against an employee will be promptly called to the employee's attention. The Administration may conduct an investigation into the complaint if it's serious enough to warrant said investigation. It is recognized that in the case of potential criminal charges, notification may not occur immediately. Should the investigation result in no substantiation of the complaint, all documents regarding the complaint and investigation will not be in the employees personnel file or destroyed upon legal mandate.

From the date of ratification of this agreement forward no document, upon which discipline or adverse performance evaluations may be based, will be placed in the employee's personnel file without written notification to the employee. All such documents will be dated. The employee will be provided a copy of any document placed in his/her file.

## ARTICLE XVIII

### Retirement

Within fifteen (15) days after an employee retires under the provisions of the Michigan Public School Employees Retirement of 1979, as amended and has ten (10) years of employment in the Whittemore-Prescott Area Schools, the Board shall pay to the employee an amount equal to one (1) day's pay for each two (2) days of sick leave accumulated to a maximum of \$1,800. It is understood that a minimum of forty (40) accumulated sick leave days is required before becoming eligible for payment under this provision. (Not to exceed 75 days.)

## ARTICLE XIX

### Savings Clause

If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found 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.

## ARTICLE XX

### Duration of Agreement

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, except that no employee shall suffer any loss or reduction in benefits nor have less favorable conditions than the highest conditions in effect for such employees at the time this Agreement is executed. this Agreement shall be effective July 1, 2016 and shall continue in effect until June 30, 2018. Negotiations between the parties shall begin at least 90 days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period, or periods, by mutual written agreement of the parties.

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed, hereafter employed or considered for employment by the Board.



## SCHOOL CALENDAR

A Representative from the Whittemore-Prescott Education Association, the Whittemore-Prescott Board of Education and the Whittemore-Prescott Support Staff Association will work cooperatively to develop a calendar for the following year by April 1st of the preceding year.

### WHITTEMORE-PRESCOTT AREA SCHOOLS BOARD OF EDUCATION

By: \_\_\_\_\_  
Billie Jo Stone, President

By: \_\_\_\_\_  
Lynn Mervyn, Secretary

\_\_\_\_\_  
Sandy Wilson, Trustee

\_\_\_\_\_  
Dean Horn, Treasurer

\_\_\_\_\_  
Linda Dahn, Vice President

\_\_\_\_\_  
George Reeve, Trustee

\_\_\_\_\_

### WHITTEMORE-PRESCOTT SUPPORT STAFF PERSONNEL ASSOCIATION

By: \_\_\_\_\_  
Jean Weiss, Uniserv Dir

By: \_\_\_\_\_  
Janet Smith, Union President

\_\_\_\_\_  
Dawn Hockersmith, Negotiator

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Elizabeth Prescott, Trustee

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Joseph J. Perrera, Superintendent

#### ATTACHMENT "A"

At no time will a non-bargaining unit receive a higher hourly rate as a substitute than a bargaining unit.

All bargaining units will receive 1<sup>st</sup> year rate as a substitute outside of their classification.

All bargaining unit members will receive a \$350.00 bonus for not missing any (zero) time for each semester up to \$700.00 per school year. Examples of missed time would include, but not limited to shuttle runs, leaving early, arriving late, etc. Continuous a.m and p.m. shuttle runs are considered part of the assignments and, if missed, count against the bonus. Administrative leave time may or may not be considered time missed pending investigation. In addition, to qualify you must work your full shift(s). Authorized and/or required Professional Development and other school business are considered time worked. An employee can only qualify for 1 (one) bonus per semester. Twelve month custodian's bonus will be paid 3 times per year as follows: 1/3 per each of the two semesters and 1/3 for summer.

#### Salary Schedule

**Office and Library Clerks:** Example: 180 days @7 hours per day = 1,260 hours

	<u>2012/2013</u>
1st Year	10.18
2nd Year	10.72
3rd Year	11.46

The library clerk will receive two (2) extra hours pay per day when the librarian is gone and she assumes the responsibility of the library.

The position of clerk provides general supportive clerical assistance within the school system. Typical duties include typing, filing, preparation of materials, record keeping, and other duties as assigned by the building principal. The clerk is general under the direct supervision of the building principal unless assigned to a specific area. (Example: Library clerk is responsible to librarian.)

**Paraprofessionals:** Example: 180 days @6.5 hours per day = 1,070 hours

	<u>2012/2013</u>
1st Year	10.20
2nd Year	10.77
3rd Year	11.46

All paraprofessionals will be paid in accordance with the adopted days and hours in the school calendar.

The position of paraprofessional generally works directly with and for pupils. Typical duties include pupil tutoring, recess monitoring, assisting the teacher in room organization, pupil records and other duties as assigned by the building principal. The paraprofessional is generally assigned and responsible directly to one or more teachers under the overall direction of the building principal.

**Media/Library Specialists:** The Media/Library Specialist will work five (5) extra days either before or after the academic school year. (New pay scale for the Media/Library Specialist effective February 1, 2003.)

	<u>2012/2013</u>
1 <sup>st</sup> Year	11.29
2 <sup>nd</sup> Year	11.87
3 <sup>rd</sup> Year	12.59

The position of the Media/Library Specialist is directly responsible for running and maintaining the daily operation of the assigned library. Typical duties include typing, filing, ordering and preparation of materials, record keeping, running library computer programs, and other duties.

**Cafeteria Supervisor:** Example: 171 days @2 hours per day = 342 hours  
2012/2013  
14.23

The cafeteria supervisor is responsible for maintaining order and control in the cafeteria and hallway during the lunch periods. The cafeteria supervisor is directly responsible to the building principal.

**Head Cook:** Example: 177 days @8 hours per day  
2012/2013

1 <sup>st</sup> Year	11.15
2 <sup>nd</sup> Year	11.78
3 <sup>rd</sup> Year	12.27

**Food Service Personnel**  
2012/2013

1st Year	10.27
2nd Year	10.85
3rd Year	11.46

Food service personnel will receive time and one-half (1.5) for any hours over forty.

Cooks will receive the following pay rates when cooking for outside and extra school activities, except where it interferes with the Fair Labor Standards Act.

2012/2013  
13.54

The food service manager is responsible for the planning, ordering and organization of personnel for meal serving, preparation and clean-up. The food service manager is responsible to both the building principal and the superintendent.

Food service personnel are responsible for the preparation, serving and clean-up of the kitchen and the meal program in his/her particular school. Food service personnel are responsible to the food service manager and the building principal.

**Custodians:** Example: 40 hours per week = 2,080 hours

	<u>2012/2013</u>
Building Head	14.44
Maintenance	14.04
General - 1st Year	12.89
General - 2nd Year	13.65
45-day Probationary	12.44

Building heads will receive \$400 more per year than the above rate.

Building Heads will receive \$15.00 per alarm visit if called to the building for alarm visit.

No reimbursement will be made for lunches.

Coaches and sponsors are responsible for their students at evening activities.

It is the responsibility of maintenance, building heads and custodians to maintain, repair, and the cleanliness of the school physical plant and its adjacent areas. They are responsible to help wherever requested by the building principal or the superintendent. They are directly responsible to the building principal.

**Secretaries:** Example: 190 days @8 hours per day = 1,520

**Special Education Secretary:** The secretary to the special education director shall work the same number of days as the director: Example: 207 days @8 hours per day

	<u>2012/2013</u>
1st Year	11.78
2nd Year	12.43
3rd Year	13.00

**Bookkeeping/Internal Accounting**

<u>2012/2013</u>
14.09

The Board reserves the right to adjust working hours. If any secretary is asked by his/her immediate supervisor to stay extra hours to get work done, he/she is to receive time and one-half (1.5) according to Article V B1.

The duties of the secretary are direct support to an administrative position (or counselor). Typical duties include typing, filing, appointment management and other duties as assigned by the administrator. The secretary is directly responsible to the administrator to which he/she is assigned.

**Bus Garage/Transportation**

<b>FOLLOWING PAID PER HOUR:</b>	<u>2012/201</u> <u>3</u>
BREAKDOWN/CONFERENCE PAY	10.81
MECHANIC HELPER	
1 <sup>ST</sup> YEAR	13.54
2 <sup>ND</sup> YEAR	14.27
<b>FOLLOWING PAID PER DAY:</b>	
KINDERGARTEN RUNS	20.88
BAY-ARENAC RUN (1 HOUR WAITING TIME PLUS MILEAGE)	11.58

**BUS DRIVERS**

<b>MILEAGE DRIVEN</b>	<u>2012/2013</u>
UNDER 35 MILES	1091.71
35-40 MILES	1122.04
40-45 MILES	1152.28
45-50 MILES	1182.63
50-55 MILES	1212.96

**Commented [1]:** Is the years going to be updated?

**Commented [2]:** No. We did not agree to change the date, so we are following the 2012/13 rates.

55-60 MILES	1243.28
60-65 MILES	1273.67
65-70 MILES	1303.90
70-75 MILES	1334.22
75-80 MILES	1364.57
80-85 MILES	1394.90
85-90 MILES	1425.16
90-95 MILES	1455.50
95-100 MILES	1485.86
100-105 MILES	1514.23
105-110 MILES	1546.05
110-115 MILES	1573.87
115-120 MILES	1603.69
120-125 MILES	1632.11
125-130 MILES	1663.09
130-135 MILES	1694.69
135-140 MILES	1726.88
140-145 MILES	1759.72
145-150 MILES	1793.13
150-155 MILES	1827.22
155-160 MILES	1861.95
160-165 MILES	1897.28
165-170 MILES	1933.34
170-175 MILES	1970.08
175-180 MILES	2007.53
180-185 MILES	2045.67
185-190 MILES	2084.52
190-195 MILES	2124.13
195-200 MILES	2164.48

Bus drivers will receive a \$350.00 bonus for not missing any (zero) time for each semester up to \$700.00 per school year. Examples of missed time would include, but not limited to shuttle runs, leaving early, arriving late, etc. Continuous a.m. and p.m. shuttle runs are considered part of the assignments and, if missed, count against the bonus. Administrative leave time may or may not be considered time missed pending investigation. In addition, to qualify you must work your full shift(s). Authorized and/or required Professional Development and other school business are considered time worked. An employee can only qualify for 1 (one) bonus per semester.

Media van, special education runs and extra trips will be paid 15 minutes pre-trip before the time the bus or van is scheduled to leave until it returns, plus reasonable clean-up time..

If a bus trip is two (2) hours or less, cancelled or the driver is sent home, that driver will receive the next trip.

When meal receipts are turned in, the Board of Education will pay for the actual cost of the meal, up to a maximum of \$10.00 if the trip covers the meal time.

Breakdown time will be paid at the time of breakdown.

Any extra-curricular trip that necessitates two (2) vans will instead be given one bus in order to insure that drivers are chosen to drive.

The Board shall provide reimbursement for the cost of licenses, or the renewal of licenses required for a bus driver to perform his/her job or assignment after successful completion of two consecutive years of employment as a bus driver in the Whittemore-Prescott School District.

When extra trips interfere with regular bus runs, the driver who takes the extra trip will be paid the higher of the two trips.

If administration requests a conference with a parent, drivers will be paid at an hourly rate for the meeting.

All trips will be posted and drivers rotated in seniority order. In addition, a separate rotation list will be maintained for Saturday trips.

Proposed route changes are defined as a change in the mileage bracket which would result in a change in wages. At the beginning of the school year a "bid meeting" shall be held between August 15th and 30th of each year by the currently employed bus drivers and will be held on an inservice day. Drivers at the bid meeting may only bid on routes that have changed or are vacant. In addition, shuttles runs will also be bid on and will become part of their route for that year if they are contiguous with their a.m. or p.m. route.

The bus driver is responsible for the safe and prompt transportation of pupils. He/she is responsible to keep their certification to drive bus current. He/she is responsible to immediately report any vehicle defects to the bus supervisor. He/she is responsible to report discipline problems to the proper principal according to procedure. The bus driver is responsible for the interior cleanliness of his/her assigned vehicle. The bus driver is directly responsible to the transportation director.

Employees will be paid at the prevailing IRS rate per mile for approved travel expenses.



*Attachment B*

**Whittemore-Prescott Area Schools  
PERFORMANCE APPRAISAL FOR SUPPORT STAFF**

Name \_\_\_\_\_  
Building/Assignment \_\_\_\_\_

Evaluator \_\_\_\_\_ Date of  
Review \_\_\_\_\_

<b>Numerical Rating Criteria</b>					
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	
<b>Outstanding</b>	<b>Good</b>	<b>Average</b>	<b>Below Average</b>	<b>Poor</b>	<b>N/A</b>
Excels in this trait, performance or ability	Exceeds the basic requirements in this trait, performance or ability	Meets requirements in this trait, performance or ability	Does not adequately meet the requirements in this trait, performance or ability — needs improvement	Does not meet the requirement in this trait, performance or ability	Does not apply to this support staff employee

**Directions**

The following statements describe the support staff who achieves success. Based on cumulative performance information, the evaluator estimates support staff's effectiveness in meeting each criterion. Rate the area that most closely describes the support staff's attainment of the criterion.

**I. PERSONAL PERFORMANCE ATTRIBUTES**

Presents a positive role model that supports the mission of the school district.

Maintains an effective working relationship with supervisors.

Complies with all district and/or classroom routines and regulations.

Effectively communicates with colleagues, students and parents, as applicable.

Maintains professional appearance.

Exhibits integrity, honesty, and dependability.

Respects confidentiality.

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**II. CONTRIBUTES TO DISTRICT IMPROVEMENT**

Maintains high standards of productivity.

Makes judgments using critical thinking skills and objective information.

Manages time to address priorities and complete tasks/obligations.

- Keeps records organized, up-to-date and accurate.

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. PERFORMANCE OF ASSIGNMENT**

- Demonstrates knowledge of job and application of skills for assigned tasks.
- Demonstrates ability in organization, efficiency, and completion of tasks.
- Demonstrates oral communication skills, speech, telephone etiquette, etc.
- Demonstrates proper use, maintenance and storage of equipment and materials.
- Manages/maintains proper files, correspondence, schedules and routine procedures.
- Supports an instructional environment conducive to learning.
- Initiates instructional support of student's classroom goals and objectives provided by the teacher.

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IV. STUDENT MANAGEMENT**

- Interacts effectively with students to promote positive attitudes toward school.
- Maintains proper safety and security precautions to prevent unnecessary or unreasonable risk of injury to students, self or others.
- Treats students with respect.

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. PROFESSIONAL GROWTH AND DEVELOPMENT**

- Participates In professional growth activities.
- Demonstrates a willingness for professional growth

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VI. STAFF RELATIONSHIPS**

- Assists teacher with plans and implementation of appropriate learning experiences, as appropriate.
- Communicates effectively with teachers concerning student progress, as applicable.
- Accepts constructive criticism and suggestions in a professional manner.
- Demonstrates ethical conduct with students, parents, and colleagues.

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATORS GENERAL EVALUATION STATEMENT**

(Summary statement concerning overall effectiveness, including statements as to strengths and weaknesses.

Requires a general statement of whether or not employee's overall performance is satisfactory or unsatisfactory)

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Satisfactory

Unsatisfactory

**EMPLOYEE'S COMMENTS**

Summary statement concerning overall effectiveness, including statements as to disagreement with any of the criterion rating.

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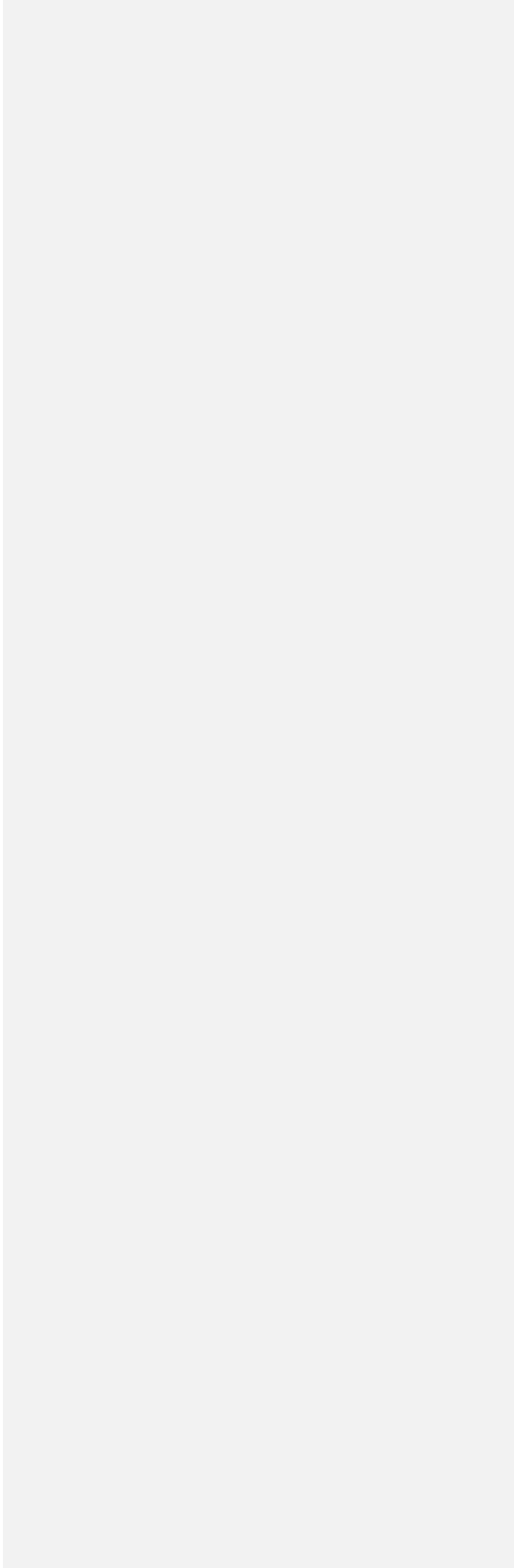
I have read and received a copy of this evaluation. This instrument has been reviewed with me. **SIGNATURE OF EMPLOYEE DOES NOT IMPLY AGREEMENT, ONLY THAT THIS DOCUMENT HAS BEEN RECEIVED.**

\_\_\_\_\_  
Employee Signature

Date

\_\_\_\_\_  
Evaluator Signature

Date



Whittemore-Prescott Area Schools

**INDIVIDUALIZED DEVELOPMENT PLAN (IDP) FOR SUPPORT STAFF**

Employee \_\_\_\_\_

Date \_\_\_\_\_

School Year \_\_\_\_\_

***Establish Goals:***

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***Identify resources needed AND SPECIFIC MANNER OF ADMINISTRATIVE SUPPORT:***

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***Develop A Sequential Plan of Action:***

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***Establish A Time Line:***

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Evaluator's Initials: \_\_\_\_\_

Employee's Initials: \_\_\_\_\_

Note: A plan must be developed if an employee receives an average score of 2 or below in any category.

**ATTACHMENT C**

**Letter of Agreement**

The insurance plan year shall run from September 1 through August 31 of each year. By law, the HSA plan year shall run from January 1 through December 31 of each year. It is understood that the employer shall pay 80% of the total cost (inclusive of deductibles) of the cost of the medical healthcare for each insurance plan year,

The employer shall initiate each new HSA plan year (January 1 through December 31) by depositing \$750 into the HSA accounts of all qualifying single coverage personnel and \$1500 into the HSA accounts of all qualifying 2-person and full family coverage personnel. These dollars are to be applied toward the employer's total liability of \$3000 covered deductible of the qualifying single coverage personnel and \$6000 of qualifying 2-person and full family coverage personnel.

Each March 1<sup>st</sup> and May 1<sup>st</sup> sufficient monies shall be deposited into the HSA accounts of qualifying personnel to reestablish the aforementioned levels (\$750 and \$1500) for each qualifying plan participant.

In the event that a qualifying member's deductible expenses exceed the prescribed dollar amounts prior to the aforementioned dates for the Employer's contributions, then the employer shall within 2 business days, reimburse the qualifying member's account to the previously identified levels. This practice shall continue until the maximum deductible amount has been met by the employer for the qualifying member(s).

On or about April 1<sup>st</sup> of each year, representatives for the District, EA and the ESP shall meet and evaluate the status of the outgoing payments from the District into the qualifying member's HSA accounts and plan premiums. The purpose of this review is to make certain sufficient funds are available to enable the Employer to make the maximum deductible contribution into member's HSA accounts, without exceeding their 80% limitation on expenditures; if those funds are needed prior to September 1<sup>st</sup> of any given plan year. IF, it is determined by the representatives of the three groups that adjustments to HSA account payments are necessary, then aforementioned representatives shall make recommendations for said adjustments. Final approval of any changes shall require a simple majority vote of the School Board, and the EA and ESP memberships.

By July 1<sup>st</sup> of each year the employer shall conduct an audit of the combined expenditures of the insurance premium paid and the amount of the deductible liability of the employer paid into each qualifying member's HSA account. By law, the employer's overall contribution cannot exceed 80% of the total insurance expenditure for the insurance plan year (September 1 through August 31). Calculations shall be made through the end of the insurance plan year to achieve the 80% maximum employer contribution. Adjusted payments shall be made to each member's HSA account by August 31<sup>st</sup> to assure said compliance. The remaining balance of the deductible to be paid to each qualifying participant shall be deposited into each account no later than October 15<sup>th</sup> of each HSA plan year (which is by law - January 1 to December 31).



**EXAMPLE:** if on July 1<sup>st</sup> the employer is projected to pay \$5000 more than an amount equal to 80% of the total insurance liability for the insurance plan year, then that \$5000 must be divided proportionately amongst the plan participants (at the time of the audit). So, if 20 participants are 2-person or full family accounts and 7 participants are single person accounts, then the contributions to each individual's HSA account would be impacted as follows:

Singles have 1/2 shares of the liability based on their getting 1/2 of the deductible contributions (\$3000 vs. \$6000). Seven members = 3.5 proportionate shares of the obligation. The remaining 20 members would have full shares of the additional liability. \$5000 divided by 23.5 equals \$212.76 per share, therefore, members with 2-person or full family coverage would have \$212.76 reduced from the employer's final year end contribution to the HSA account of those members and the 7 single subscribers would have their HSA account contribution reduced by \$106.38.

In the event that the employer has already contributed the full amount on the deductible to an individual, or has contributed more than would otherwise allow for the required reduction in their contribution of the aforementioned amounts, then the affected member is obliged to remit the amount or the remaining difference to the employer prior to the end of the insurance plan year.

Methodology similar to that used in the above explanation will be employed when determining final plan year contributions into HSA accounts after the Employer's 80% contribution for the September 1 to August 31 plan year has been met.

#### CALENDAR GUIDELINES - SUMMARY

- January 1<sup>st</sup> of each HSA plan year the Employer shall make the initial contribution HSA contribution (\$750 or \$1500 as appropriate).
- March 1<sup>st</sup> and May 1<sup>st</sup> the employee HSA accounts shall be reestablished at the above levels.
- Representatives will meet to evaluate the amount of monies available for payments into deductibles to assure the Employer's ability to contribute to HSA's without exceeding the 80% contribution limit.
- July 1<sup>st</sup> of each insurance plan year an audit will be conducted to determine the Employer's 80% of insurance cost numbers. Staff will be notified of the anticipated impact on their respective accounts.
- By August 31<sup>st</sup> of each insurance plan year, appropriate adjustments shall be made in each HSA participant's account to ensure the Employer has paid 80% of the medical health plan cost as described by current legislation. **This means that if the Employer is projected to pay less than 80% by August 31<sup>st</sup>, then deposits will be evenly distributed into qualifying members HSA accounts, prior to August 31<sup>st</sup>, to bring the contribution total up to 80%.** The distribution of these monies would be handled in a manner consistent with the process followed for reconciling overpayment of the Employer's contribution prior to the August deadline (i.e., proportional "shares" will be paid to **qualifying** HSA participant's).
- By October 15<sup>th</sup> of each year the Employer shall make the final contribution to the **qualifying** HSA participant's HSA accounts for the current HSA plan year.

**District Representatives:**

**Association Representatives:**

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Ted Matuszak, Superintendent

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Janet Smith, ESP President

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Gary Gillings , School Board Representative Steve Bradley, EA President

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Ron Parkinson, MEA Uniserv Director

3-17