

MASTER AGREEMENT

BETWEEN

**THE MT. PLEASANT SUPPORT PERSONNEL
ASSOCIATION**

and

THE MT. PLEASANT BOARD OF EDUCATION

July 1, 2009

Through

June 30, 2011

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ARTICLE 1 AGREEMENT

This Agreement is entered by and between the Board of Education of the School District of the City of Mt. Pleasant, Michigan, hereinafter called the "Board", and the Mt. Pleasant Support Personnel Association, a member of the Michigan Education Association, hereinafter called the "Association."

ARTICLE 2 RECOGNITION

A. The Board recognizes the Association as the sole and exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for the term of this contract for the following personnel: All regular full-time and part-time personnel employed or to be employed by the Board and who are included in the following thirteen separate classifications:

1. Secretaries,
2. Instructional staff assistants (ISAs),
3. Special education teacher assistants (SETAs),
4. Special education bus assistants,
5. Switchboard/receptionist,
6. Technical education staff assistants (TESAs),
7. Media assistants,
8. Kindergarten lead paraprofessionals (KLPs)
9. Kindergarten enrichment/ classroom assistants (KECAs)
10. Title 1 paraprofessionals
11. At-risk student assistants
12. Alternative education assistants
13. Career technical education paraprofessionals (CTEPs)

The following positions are excluded: the transportation dispatcher, the administrative assistant to the assistant superintendent for personnel, the administrative assistant to the assistant superintendent for curriculum and instruction, the administrative assistant to the superintendent, the administrative assistant to the associate principal for vocational education, the administrative assistant to the facilities management director and all other employees. Such representation shall cover all personnel assigned to newly-created bargaining unit positions which are not principally supervisory and administrative, subject to the terms and conditions of this contract.

B. All personnel represented by the Association in the above defined bargaining unit shall hereinafter be referred to as "bargaining unit members." All references to forty-one (41) week employees also include forty-two (42) and forty-three (43) week employees except where the language is specific for each of the 41, 42 and 43 week employees.

- C. The Board agrees not to negotiate with or recognize other than the Association for the duration of this Agreement.

**ARTICLE 3
EQUAL EMPLOYMENT OPPORTUNITY**

The Board agrees that no bargaining unit member will be discriminated against on the basis of race, sex, creed, color, national origin, age, marital status, or membership in, or association with the activities of the Association, in hiring and firing or any other terms, conditions, and privileges of employment.

**ARTICLE 4
JOINT BOARD AND ASSOCIATION MEETINGS**

- A. Both parties recognize the value of sharing, discussing, and providing opportunities for discussion of common concerns. Therefore, representatives of the Administration and the Association shall meet as necessary, and at least quarterly, for the purpose of discussing grievances, Board policies and practices with regard to this Agreement. Scheduled meetings may be canceled by mutual consent.
- B. There shall be no loss of wages for personnel attending such meetings; however, attempts shall be made to schedule meetings when bargaining unit members do not have job responsibilities.

**ARTICLE 5
MAINTENANCE OF STANDARDS**

- A. This Agreement shall not be interpreted or applied to deprive bargaining unit members of conditions of employment heretofore enjoyed, unless expressly stated herein.
- B. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement, at the expense of bargaining unit members.

**ARTICLE 6
ASSOCIATION ACTIVITIES**

- A. The Association and its representatives shall have the right to use school buildings and facilities without charge for meetings during times when the building is covered by the operating staff. Arrangements shall be made in advance with the building principal.

- B. The Association and its representatives shall be permitted to transact official Association business on school property at all reasonable times, provided that it shall not interfere with or interrupt normal school operations. Arrangements shall be made in advance with the building principals.
- C. The Association shall have the right to use school equipment, such as computers, copy machines, telephones, FAX machines, and A.V. equipment, etc., when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Arrangements shall be made in advance with the building principals. The **Board** shall provide the President a copy machine code within his/her building for Association use.
- D. The Association shall have the right to post notices of Association business on bulletin boards and in the central office employees' lounge.
- E. The Association may use the inter school mail service for communications.
- F. The Association shall have the right to distribute Association material to other bargaining unit members so long as such distribution does not interfere with the normal operation of the school.
- G. The Board shall provide the Association with any public documents and other available information concerning the financial resources of the district including, but not limited to, tentative budgetary requirements and allocations, which will assist the Association in developing intelligent, accurate, informed, and constructive bargaining proposals and programs, together with any other available information that may be necessary for the Association to process grievances under this Agreement.
 - 1. The MEA Uniserv office in Mt. Pleasant will be provided with a copy of the printed materials that are distributed to Board members at official meetings except materials deemed confidential by law. The materials will be available in the Superintendent's office one day prior to said meeting.
 - 2. The Board shall furnish the Association, upon request, information concerning the financial resources of the district.
- H. The Association shall have forty (40) hours annually for use by the Association to conduct Association business. The Association shall have an additional twenty (20) hours to conduct Association business during contract bargaining related to the expiration of this contract period. This time may be used in full day or half day blocks. With the approval of the immediate supervisor, this time may be used in hourly increments. These arrangements are to be made by the President of the Association at least forty-eight (48) hours in advance; any use of Association time must be documented by the Association President in writing to the Assistant Superintendent of Human Resources. Association approved use of such hours shall not result in loss of pay.

- I. The rights granted herein to the Association shall not be granted or extended to any other competing labor organization.

ARTICLE 7
FINANCIAL RESPONSIBILITY AND PAYROLL DEDUCTION

A. In accordance with the terms of this article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.

1. Association Members

Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

2. Service Fee Payers

Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the legally permissible MEA Policy and Procedures regarding objections to political-ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedure set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

3. Non-payment of Dues or Service Fees

If a bargaining unit member does not pay the appropriate amount of dues or legally permissible service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.

4. Payroll Deduction

Upon written authorization by a bargaining unit member or pursuant to paragraph A.3 the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages.

Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than the fifth day of the month following a month in which dues/fees are deducted.

- B. The Board shall deduct from the pay of each bargaining unit member from whom it received authorization to do so and make appropriate remittance for voluntary contributions, such as, but not limited to, MEA-PAC/NEA Fund for Children and Public Education, United Way, tax sheltered annuities, etc.
- C. 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,
 - 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.

Furthermore, the Association agrees that it will indemnify and hold harmless the Employer from any liability damages and costs as a direct consequence of the Employer's compliance with this Article.

ARTICLE 8 GRIEVANCE PROCEDURE

A. Definition of Grievance

A claim by a bargaining unit member, or the Association based upon an event or condition which affects conditions of employment of any bargaining unit member or group of bargaining unit members and/or a violation, misinterpretation, or misapplication of any provision of this Agreement.

In each of the steps below, when the incident giving rise to the grievance (or knowledge thereof) occurs within the last five days of the school year or during the summer break, the number of days specified in the timeline shall refer to “work” days as defined in Article 24 instead of “school” days.

B. Step One

In the event that a bargaining unit member or the Association believes there is a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by an Association representative. The discussion shall occur within twenty (20) school days of the violation, misinterpretation, or misapplication or within twenty (20) school days of the discovery thereof, if not apparent at the time of occurrence.

C. Step Two

If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the bargaining unit member or the Association may invoke the formal grievance procedure through the Association. A copy of the written grievance (Appendix D) shall be delivered to the office of the Assistant Superintendent for Human Resources (HR) within five (5) school days of the informal discussion.

D. Step Three

Within five (5) school days of receipt of the grievance, the Assistant Superintendent for HR shall meet with the Association in an effort to resolve the grievance. The Assistant Superintendent for HR shall indicate, in writing, his/her disposition of the grievance within five (5) school days of such meeting, and shall furnish a copy to the Association.

E. Step Four

If the Association is not satisfied with the disposition of the grievance by the Assistant Superintendent for HR or if no disposition has been made within the period provided above, the grievance may be submitted within twenty (20) school days to mediation in accordance with the Michigan Public Employment Relations Act.

F. Step Five

If mediation does not satisfactorily resolve the grievance or if the Association is not satisfied with the disposition of the grievance by the Assistant Superintendent for HR or if no disposition has been made within the period provided above, the grievance may be submitted within twenty (20) school days to the American Arbitration Association in accordance with its rules which shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from, the terms of the Agreement. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

G. The fees and expenses of the arbitrator shall be shared equally by the parties.

H. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

I. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

J. Notwithstanding the expiration of the Agreement, any claim, or grievance arising hereunder, may be processed through the grievance procedure until resolution.

- K. For the purpose of assisting a bargaining unit member of the Association, in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit a bargaining unit member and/or Association representative access to, and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the bargaining unit member of any issue in the proceeding in question. Confidential letters or references secured from sources outside the school system shall be excluded from inspection.
- L. A bargaining unit member, acting as an Association representative, who must be involved in the grievance procedure during the work day, shall be excused with pay for that purpose.
- M. If a grievance arises from the action of any authority higher than the immediate supervisor of the bargaining unit member, the Association may present such grievance at the appropriate step in the grievance procedure.

ARTICLE 9 HOURS OF WORK

A. Work Day and Work Year

The regular work day and work year for each bargaining unit position shall be as defined on the position's job description. Any changes in the work day or work year, except for extended contracts (Section F) shall be mutually agreed upon by the Board and the Association. Any hours worked beyond the bargaining unit member's regular work day or work year shall be compensated at the bargaining unit member's hourly rate or compensatory time as mutually agreed upon by the bargaining unit member and his/her supervisor.

- Forty-one (41)-week employees are guaranteed 205 days with pay;
- Forty-two (42) week employees are guaranteed 210 days with pay;
- Forty-three (43)-week employees are guaranteed 215 days with pay;
- Instructional staff assistants and special education teacher assistants are guaranteed the number of scheduled student attendance days plus one (1) with pay.
- Bus assistants are guaranteed the number of scheduled student attendance days with pay.
- The work year for media assistants shall reflect the same number of days established by the Board as teacher work days.
- Career Technical Education Paraprofessionals, Alternative Education Assistants and At-risk Student Assistants will work student-contact days which are subject to adjustment due to school cancellations.
- Kindergarten Lead Paraprofessionals and Kindergarten Classroom/Enrichment Assistants will work student contact days plus two (2) days.

- Title 1 Paraprofessionals shall work student contact days and one (1) additional day as designated by the Title 1 Director.

With the approval of the building principal, an Instructional Staff Assistant's work schedule may be constructed such that the schedule results in a regular four (4)-day work week.

Media Assistants working at the elementary buildings shall be employed for not less than six (6) hours per day and in secondary buildings for not less than three (3) hours per day.

A full work day shall consist of the hours shown below for the following classifications:

- for Alternative Education Assistants -- 6.0 hrs;
- for Kindergarten Lead Paraprofessionals -- 7.5 hrs;
beginning with the 2010-11 school year, Kindergarten
Enrichment/Classroom Assistants -- 6.75 hrs;
- for Title 1 Paraprofessionals -- 7.0 hrs.

Work days for At-risk Student Assistants will be established at the time of hire by the Board.

Bargaining unit members' work schedule shall follow the building schedule as closely as possible during the school year. Work days beyond the student school year shall be scheduled by the bargaining unit member and his/her immediate supervisor.

The work year for each classification is defined and incorporated in Appendix C.

During the summer months a 52-week (261 days), bargaining unit member's work day shall be reduced by thirty (30) minutes, and he/she shall receive his/her regular daily pay. A member who works the extra 30 minutes on any day will not receive additional compensation. A bargaining unit member's regular hours of work may be modified with the written approval of the building administrator or the program director and the Assistant Superintendent for Human Resources. Summer months shall begin five (5) working days after the last student attendance day and end five (5) working days prior to the start of the next student attendance school year.

B. Part-time Positions

Part-time positions may exist but shall be combined to make full-time positions if/when work schedules permit and if the bargaining unit member is qualified for the positions as determined by the Board.

C. Lunch and Break Time

Lunch and break time shall be provided as follows:

1. Bargaining unit members working more than four (4) hours per day shall have a minimum half-hour duty-free lunch provided during the work day. Lunch

breaks shall be scheduled between 11 a.m. and 1:30 p.m. unless the first scheduled student lunch period in the building is earlier than 11 a.m., in which case, lunch may be scheduled to correspond to the first student lunch period.

On days when classroom field trips are scheduled, lunch breaks for the affected staff shall be scheduled between 10:30 a.m. and 1:30 p.m. unless the first scheduled student lunch period in the building is earlier than 10:30, in which case, lunch may be scheduled to correspond to the first student lunch period.

2. Bargaining unit members working less than five (5) hours per day but at least three (3) consecutive hours shall be provided one (1) paid duty-free break of fifteen (15) minutes. Bargaining unit members working more than five (5) hours per day shall be provided two (2) paid duty-free breaks of fifteen (15) minutes each. One duty-free break shall be scheduled before lunch and one after lunch.
3. With the mutual agreement of the bargaining unit member and the member's supervisor, one (1) paid break and lunch break may be combined so as to provide the bargaining unit member with a forty-five (45) minute lunch/break.
4. The principal shall provide a list of available rooms that may be utilized by bargaining unit members who choose not to eat or take breaks in the school cafeteria.

D. Work during Lunch Break

In the event a bargaining unit member and his/her immediate supervisor mutually agree to the bargaining unit member working during his/her lunch break because the member is on a field trip or other student trip, the bargaining unit member shall be paid his/her regular wage for his/her regularly scheduled lunch period.

E. Overtime/Extra Time

Any authorized hours worked in excess of forty (40) hours in a week or any hours worked on Saturday or Sunday, shall be compensated at the rate of one and one-half (1½) times the regular hourly rate paid that individual according to the wage schedule in Appendix A. Any hours worked on a paid holiday shall be compensated at the rate of two (2) times the normal hourly rate paid that individual according to Appendix A. For the purpose of computing overtime pay, the following days for which a bargaining unit member is granted pay will be counted as a day worked:

1. Vacation Day
2. Holiday
3. Sick Leave Day

F. Extended Contract

Bargaining unit members who, due to the nature of their job requirements, are required to work beyond their normal scheduled work year shall be compensated for the additional work time at their regular hourly rate.

In the event an extended contract is for more than five (5) working days, the bargaining unit member shall accrue two (2) hours of vacation time and sick leave time for every week worked. Such vacation time shall be taken at a time mutually agreed upon by the bargaining unit member and the immediate supervisor.

G. Work during Time School Is Not in Session

Bargaining unit members requested by an administrator to work when school is not in session shall be compensated. At the time the hours are worked, the bargaining unit member and his/her administrator shall mutually determine whether the bargaining unit member shall receive his/her regular hourly rate or compensatory time. Bargaining unit members are encouraged to use compensatory time within two weeks but other arrangements may be made as mutually agreed by the bargaining unit member and the administrator. The comp time form must be completed and signed prior to working for comp time.

**ARTICLE 10
COMPENSATION**

A. Wages

The hourly wage rates to be paid to bargaining unit members are shown in Appendix A, which is incorporated as part of this Agreement.

B. Longevity Pay

Bargaining unit members shall receive longevity pay for continuous and dependable service in bargaining unit positions based upon the following schedule. For Career Technical Education Paraprofessionals only, the longevity percentages stated below shall be applied to the bargaining unit member's current hourly rate rather than a step on the pay scale.

Beginning the 8th year and through the 10th year - 6% of the current Step 1 pay for the bargaining unit member's current classification. Bargaining unit members receiving longevity or in the fifth year of employment in 2006-07 shall be grandparented as beginning longevity in the 6th year.

Beginning the 11th year and through the 14th year - 8% of the current Step 1 pay for the bargaining unit member's current classification.

Beginning the 15th year and through the 19th year - 10% of the current Step 1 pay for the bargaining unit member's current classification.

Beginning the 20th year and up - 12% of the current Step 1 pay for the bargaining unit member's current classification.

1. For those bargaining unit members who began work in the bargaining unit after July 1, 1989, and prior to July 1, 1998, a year of employment (for longevity purposes only) shall be defined as a year in which a bargaining unit member works at least ninety-one (91) days in the Mt. Pleasant Public Schools.
2. Effective July 1, 1998, all new bargaining unit members will receive advancement on the pay scale, including longevity, based on date of hire.
3. All bargaining unit members hired prior to July 1, 1998, will continue to receive advancement and longevity as administered prior to July 1, 1998.

C. Pay

Bargaining unit members will receive pay every two (2) weeks based on hours reported on the time sheets. Beginning with the 2009-10 school year, all bargaining unit members shall receive their wages via direct deposit to the financial institution of the member's choice. New hires and members not previously participating in direct deposit shall have one pay period to notify the Board of their choice of financial institution and to complete the necessary paperwork.

For the 2009-2010 school year, bargaining unit members scheduled to work forty-one, forty-two or forty-three week schedules may opt for one of the following payment schedules: twenty-two (22) or twenty-six (26) equal pays. Instructional staff assistants (ISAs), special education teacher assistants (SETAs), special education bus assistants and media assistants may opt for one of the following payment schedules: twenty-one (21) or twenty-six (26) equal pays. Any member who is eligible may not alter this election during a school year but may do so prior to the beginning of the fiscal year. When a dock day occurs, a full day's pay (individual's wage x hours scheduled = full day's pay) will be taken from the pay period in which it occurs and will NOT result in a recalculation of the remaining pays. Beginning with the 2010-2011 school year, wages will be paid to bargaining unit members based on time sheets reporting hours worked.

D. Mileage

Bargaining unit members required to use their personally-owned vehicles for assigned duties shall be reimbursed at the School District mileage rate.

**ARTICLE 11
WORK LOAD AND ASSIGNMENTS**

- A. During the first year of employment, and upon request thereafter, all bargaining unit members shall receive job descriptions containing the following information: Job titles, minimum qualifications, person to whom the bargaining unit member is responsible, and a list of the responsibilities for the job. Job descriptions and work assignments shall be reviewed with each bargaining unit member by his/her immediate supervisor. Whenever work is assigned outside of the job description, the bargaining unit member has a right to refuse to perform such work.
- B. The Board and Association shall collaborate on all proposed changes or modifications of said job description. Bargaining unit members shall receive copies of all changes in their respective job descriptions. The Association shall also be furnished a copy of the above. By April 15, 2010, and every two years thereafter, the Board and Association shall review all job descriptions for the MPSPA.
- C. Bargaining unit members, who, in the course of their job responsibilities, are required to handle money, shall be bonded by the Board. Said bond shall be in the amount of \$100,000.
- D. In the absence of a building supervisor (principal), a designee shall be named. In the event of such absence, the bargaining unit member shall work with the designee as the bargaining member would work with the building supervisor.
- E. In the event a bargaining unit member substitutes for another member in his/her same classification, the bargaining unit member shall be paid his/her current wage. In the event a bargaining unit member substitutes for another member in a different classification, the substituting member will be paid on his/her current step in the different classification.

ARTICLE 12 SENIORITY

- A. Seniority shall be defined as the length of continuous service within the bargaining unit. Seniority shall begin accruing on the bargaining unit member's first day of work in the bargaining unit. In the circumstances of more than one individual beginning employment in the bargaining unit on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. Separate seniority lists will be established for each of the classifications listed in Article 2, Section A.

Bargaining unit members shall accrue seniority in any classification in which they work. In the event a bargaining unit member transfers from one classification to another, he/she shall retain seniority for the period of time he/she worked in the classification and shall begin accruing seniority in his/her new classification on his/her first day of work in the new classification.

- B. Prior to November 1 of each year, the Board shall post in each building, a copy of the current seniority list. If there are any changes in the seniority list after it has been posted, a copy of the revised list shall be furnished immediately to the Association.

The seniority list shall contain the following information:

1. The name of each bargaining unit member.
 2. The bargaining unit member's first day of work in the bargaining unit.
 3. The bargaining unit member's first day of work in his/her current classification.
 4. The amount of seniority a bargaining unit member accrued in another classification within the bargaining unit.
- C. A bargaining unit member shall lose seniority if he/she retires, resigns, fails to return from an approved leave or layoff, or is discharged for just causes.
- D. Seniority shall continue to accumulate when bargaining unit members are on leaves of absence, or on layoff, as defined in this Agreement.
- E. **Probationary Period**

A probationary period shall be established for new hires as follows: New hires shall serve a forty-five (45) calendar day probationary period. The Board waives the probationary period for bargaining unit members in the classifications of kindergarten lead paraprofessionals, kindergarten classroom/enrichment assistants, Title 1 paraprofessionals, at-risk student assistants, alternative education assistants and career technical education paraprofessionals who were employed by the district on July 1, 2008.

Probationary bargaining unit members shall have no right to grieve termination so long as it is not a violation of federal or state law. All other provisions of the collective bargaining Agreement are grievable.

Upon successful completion of the probationary period, seniority reverts to date of hire.

Association dues are required and payable under Article 7 upon being hired.

ARTICLE 13
STAFFING, LAYOFF AND RECALL

STAFFING PROCEDURES

A. Reductions in Staffing

1. When a layoff or displacement in a classification becomes necessary, the Association and affected individuals shall be notified in advance and the procedures prescribed below shall be followed. Probationary bargaining unit members within each classification shall be laid off before non-probationary members.

a. When a bargaining unit member is displaced from all or part of his/her position in a classification, the member on the basis of seniority shall have the right to claim an open position or a position of fewer, equal, or greater hours and/or days held by the least senior of the group of members with that number of hours and/or days. If an open position exists, it shall be considered the "least senior" of all the positions with the same number of hours/days.

In the event that a layoff is imminent, a displaced bargaining unit member may accept layoff status to preclude the layoff of another lesser senior bargaining unit member in the same classification.

b. In order to claim any position, the bargaining unit member must possess the skills or qualifications stated in the job description for that position.

c. When the only option is to take a position of fewer days/hours, the bargaining unit member shall retain the right to claim the first available position, for which he/she is qualified, with the same or greater number of days/hours worked prior to the reduction/layoff. This right shall exist for two years from the date of the reduction/layoff.

If the member refuses the first available position of same or greater hours/days, he/she forfeits any right to claim future positions with the same or greater number of days/hours worked prior to the reduction/layoff. However, the member has the right to apply for any open position.

d. When a bargaining unit member has an option to bump an available position of the same or greater hours/days, but chooses a reduced position, the bargaining unit member forfeits any right to claim the higher number of hours/days for future positions until the member applies for and is granted an open position.

- e. In the event that a bargaining unit member does not attend the staffing meeting for his/her classification, the member will be assigned to a comparable (if available) position that will cause the least disruption. However, if the member sends a written proxy stating the member's first, second and third choices, the member will be assigned to the requested position if it is available under the provisions of this article. The proxy may be sent with another Association member or the Assistant Superintendent for Human Resources.
 - f. At-risk student assistants shall have no bumping rights under this article but they shall retain all rights to recall under this Article.
2. If a bargaining unit member being laid off cannot bump into a position with at least equal work days and hours in his/her current classification, the bargaining unit member may bump into any classification in which he/she has seniority. The bargaining unit member shall follow the same procedure outlined in this article.

LAYOFF

- B. Layoff is defined as a reduction in the number of hours/days assigned to a bargaining unit position or the elimination of a bargaining unit position.
- C. Once the staffing process in section B above has been completed, bargaining unit members to be laid off will receive written notice of the layoff at least fifteen work days in advance. A copy of the layoff notice shall be sent to the Association at the same time.

RECALL

- D. When a position is reinstated, created, increased in hours/days or if a vacancy occurs, bargaining unit members will be recalled according to seniority in their classification regardless of the number of hours/days held prior to layoff. However, a bargaining unit member may refuse a position which offers fewer hours/days without loss of recall rights for two (2) full years from the date of layoff.
- E. Bargaining unit members who were reduced in hours/days shall retain the right to at least the number of hours/days worked in their classifications prior to being laid off. Eligibility for recall shall last for two (2) full years from the date of layoff. However, a fully laid off bargaining unit member who refuses recall to a position in the same classification which offers at least (or more than) the number of hours/days held at the time of layoff shall be considered as having resigned from the district.
- F. Notification of recall shall be in writing and the responsibility of the Assistant Superintendent for Human Resources. Each bargaining unit member is responsible for keeping the Human Resources Office informed of his/her current address. Verification of receipt of recall by the laid off bargaining unit member must be obtained by the Administration and the bargaining unit member shall have five (5)

work days beyond verification to notify the Human Resources Office of intent to return.

- G. After bargaining unit members within a classification have had the opportunity to apply for a vacancy in that classification and if no member of that classification remains on layoff, laid off members from other classifications shall be recalled to the vacancy on the basis of bargaining unit seniority provided they have applied and are qualified. Eligibility for recall under this section shall last for two (2) full years from the date of layoff.

A bargaining unit member who accepts recall to a classification other than the classification held when laid off shall have the right to fill the first vacancy in his/her former classification provided the bargaining unit member is qualified for the position. A bargaining unit member retains this right for a period of two (2) full years from the date of layoff.

ARTICLE 14 VACANCIES AND TRANSFERS

A. Temporary Vacancies

1. A temporary vacancy shall be defined as a position that is created for a limited period of time or a position held by a member on a leave of absence for ninety-one (91) work days or less.
2. A temporary vacancy of ninety-one (91) work days or less need not be posted nor is there any requirement that the vacancy be filled in accordance with the procedure set forth in this article.
3. A temporary vacancy of more than ninety-one (91) work days shall be filled in accordance with the procedure set forth in this article.
4. In the event a temporary vacancy is initially scheduled to be for a period of time less than ninety-one (91) work days and is later found that it will be more than ninety-one (91) work days, the temporary vacancy shall be filled in accordance with the procedure set forth in this article as soon as it becomes known that the vacancy will be vacant for more than ninety-one (91) work days
5. In the event a temporary vacancy is filled by a non-bargaining unit member, the vacancy shall be reposted for the following school year if it continues to be vacant.
6. A bargaining unit member who fills a temporary vacancy shall return to his/her regular position when the vacancy terminates.

7. A person filling a temporary vacancy of ninety-one (91) consecutive work days or less shall not be considered a member of the bargaining unit. Beginning on the first work day beyond ninety-one (91) consecutive work days of employment, the temporary employee shall be considered a member of the bargaining unit and shall receive all rights and benefits of the contract.

B. Definition of Vacancy

A vacancy shall be defined as a position previously held by a bargaining unit member, or a newly created position within the bargaining unit. No vacancy shall be filled until it has been posted for at least five (5) working days unless the vacancy is being filled by recalling a member from layoff.

- C. Whenever a vacancy occurs that is not being filled by recall of a laid off bargaining unit member, the Board shall notify the Association one day prior to posting. Notice of such vacancy shall be posted in all buildings in a conspicuous place. A copy of the vacancy shall be mailed to any laid off bargaining unit members. Summer postings will be sent to those Association members who have requested in writing prior to the end of the school year, posted at Central Office and other open buildings.

The posting shall include the required qualifications stated in the job description. Posted positions shall be filled within thirty (30) working days of the application deadline date. If, after thirty working days, the position is not filled, the Association shall be notified and, if the vacancy continues to exist, it shall be reposted.

- D. Request for transfers shall be made in writing as per the instruction on the job posting. Bargaining unit members who apply for vacant positions shall be granted an opportunity to interview and shall be given first consideration if qualified for the position as stated in the job description.

- E. Bargaining unit members transferring from one position to another shall move to the same step or higher on the wage scale in the new position. When transferring within the same classification, all seniority and benefits previously enjoyed shall be retained with the exception of fifty-two (52) week (261 days) bargaining unit members transferring to forty one (41) weeks (205 or 205 plus days). Those members shall lose the ability to accrue benefits intended only for fifty-two (52) week (261 days) employees, but will be allowed to use accrued vacation days or receive pay for such time at the rate at which they were earned.

- F. A voluntary internal exchange of two bargaining unit members within the same classification shall be permitted if the two individuals and their immediate supervisors mutually agree to such exchange. If an individual bargaining unit member has been subjected to personal pressure or intimidation in order to agree to such exchange, that exchange will not take place. Claims of personal pressure or intimidation made after the exchange will be invalid. There shall be no loss of wages and fringe benefits unless the number of work hours is less; nor will there be a loss of seniority as a result of a voluntary internal exchange.

**ARTICLE 15
LEAVES OF ABSENCE**

A. Sick Leave

1. The primary purpose of the sick leave allowance is to cover the absence of a bargaining unit member from work because of personal illness sufficiently severe that it would make his/her presence inadvisable. Sick leave applies to absences resulting from illness of the bargaining unit member or a member of the immediate family.

All bargaining unit members who request leave of absence for medical treatment shall contact the Assistant Superintendent for Human Resources so that the required FMLA forms can be completed.

All bargaining unit members shall be granted sick leave as of the beginning of the school year according to the following schedule:

CLASSIFICATIONS	# of days granted per year	Maximum Accumulation
52-week Secretaries Switchboard Operator/Receptionist	12	120
41-week bargaining unit members, Media Assistants, Instructional Staff Assistants, Special Education Teacher Assistants, Bus Assistants and Technical Education Staff Assistant	10	100
Kindergarten Lead Paraprofessionals Alternative Education Assistants Kindergarten Enrichment/Classroom Assistants Title 1 Paraprofessionals Career Technical Education Paraprofessionals	10	100

A day shall be defined as the number of hours a bargaining unit member is regularly scheduled to work.

See Article 23 regarding compensation for unused sick days upon resignation or retirement.

B. Use of Sick Leave for Family

A bargaining unit member shall be allowed to use his/her accumulated sick leave in accordance with the provisions of this article to attend to his/her own personal illness or illness of any member of his/her immediate family.

“Immediate family” for the purpose of sick leave shall be defined as spouse/domestic partner, child, parent, person for whom the bargaining unit member is the legal guardian, and any person who resides within the bargaining unit member’s household and qualifies as a dependent under the IRS definition.

Sick leave days may also be granted for the serious illnesses of other family members upon approval of the Superintendent or his/her designee.

C. Sick Leave Bank

1. Any bargaining unit member on sick leave, having exhausted his/her own sick leave, personal leave days, vacation and after having waited three (3) unpaid days, may request to participate in the sick leave bank. All requests must be in writing and include the following:
 - a. Nature of the illness or injury
 - b. Expected date of return to full employment
 - c. Number of days requested
 - d. Attached statement from physician indicating that the bargaining unit member is unable to work due to a serious illness, medical condition, or injury.

2. To afford the maximum protection against a prolonged illness, the following sick leave bank shall be established for all bargaining unit members, and each bargaining unit member covered by this Agreement shall participate as follows:
 - a. In order to help establish the bank during the 2001-2002 school year, each bargaining unit member will donate one (1) day of sick leave and the Board of Education will donate sick leave days equivalent to one-half the number of those donated by the bargaining unit members. Upon hire, each new bargaining unit member will contribute one (1) day of his/her sick leave to the bank.

 - b. Half (50%) of unused sick days accumulated by bargaining unit members who are not eligible (because member has less than ten years of service) to be paid for sick days under Article 23.B shall be automatically added to the sick leave bank upon the member’s separation from the district.

 - c. When the sick leave bank falls to below fifty (50) days by September 1, the Board of Education shall assess each bargaining unit member one (1) day of his/her sick leave.

- d. No more than twenty (20) sick leave bank days will be granted per request. If more days are needed, the request will be considered on a case-by-case basis. The Sick Bank Appeal Board will require that a bargaining unit member exhaust all other employee purchased benefits as a condition for use of the sick bank.
- e. The Appeal Board may grant or suspend sick leave days from the bank. Their judgment and/or decisions will be final.
- f. The sick leave Appeal Board shall consist of two (2) members of the Mt. Pleasant Education Support Personnel Association and two (2) representatives designated by the Board of Education.
- g. The Appeal Board will make an annual report as to use and number of days available to the Board and Association members upon request. The report will include the number of days used and remaining.

D. Bereavement Leave

- 1. A leave of absence for five (5) days, not to be charged against sick leave, will be granted to a bargaining unit member in the event of death of a spouse/domestic partner or child. Additional days may be granted with the approval of the Superintendent.
- 2. A leave of absence for up to three (3) days, not to be charged against sick leave, will be granted in case of death of other members of the immediate family. Other “Immediate Family” consist of, father, mother, grandparents, father-in-law, mother-in-law, grandchildren, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew, aunt and uncle. Additional days may be granted with the approval of the Superintendent.
- 3. A leave of absence for up to one (1) day for attendance at the funeral service of a person whose relationship to the bargaining unit member warrants such attendance. Additional days may be granted with the approval of the Superintendent.

E. Personal Days

All bargaining unit members shall be allowed two (2) personal days to be used at his/her discretion, subject to the following conditions:

- 1. The use of the personal days shall be subject to the approval of the Superintendent, or his/her designee, if the day requested is prior to, or following, holidays and vacations, or during the first five (5) or the last five (5) days of the student school year.

2. Notification of intent to use the personal day shall be made in triplicate to the immediate supervisor at least twenty-four (24) hours in advance except in cases of emergency.
3. Unused personal days shall be credited to bargaining unit member's accumulated sick leave with a maximum accumulation as provided in Section A of Article 15.

In addition to the personal days, all bargaining unit members shall be allowed to attend school functions with their children and/or grandchildren two (2) times per year during the working day. Each time shall not exceed two (2) hours. The bargaining unit member shall specify, in writing, the event or function to be attended. These times shall not accumulate. Such time shall require the approval of the immediate supervisor.

F. Military Deployment

Up to three (3) school days for military families as needed to attend deployment or return-from-deployment for a spouse, parent or child who is being deployed or returning from an overseas deployment. A bargaining unit member may utilize this leave only one time during a school year. "Overseas deployment" means deployment to a foreign country or at-sea assignment in excess of six (6) months.

G. Maternity Leave

The Board shall treat pregnancy and childbirth as they would treat any other personal illness or disability.

H. Child Care Leave

Bargaining unit members may be granted, upon request, an unpaid (Article 15 – I-3) leave of absence not to exceed one (1) year in length. If the leave is for a semester or an equivalent number of work days or less, the bargaining unit member shall be reinstated to the status which he/she held prior to said leave without loss of compensation, employee benefits, or any other rights and privileges of employment. In the event the leave was granted for more than a semester or an equivalent number of work days, the member will be allowed to compete for vacant positions along with all other bargaining unit members as provided in Articles 12 and 14.

I. Worker's Compensation

A bargaining unit member who is absent as a result of injury or illness compensable under the Michigan Worker's Compensation Law shall be allowed to use his/her accumulated sick leave/vacation/personal days for the difference between the allowance under the Worker's Compensation Law and his/her regular salary. If a bargaining unit member chooses to use his/her sick leave/vacation/personal days, the sick leave/vacation/personal days shall be charged on a pro-rata basis. The bargaining unit member's benefits, as provided for in this contract, shall continue

until the bargaining unit member has exhausted all of his/her available sick leave/vacation/personal days. All paid leave days provided under this Article shall count as “days worked” for the accumulation of seniority, vacation time, and illness/disability time. In the event the bargaining unit member chooses not to use his/her sick leave/vacation/personal days, he or she will be granted an unpaid leave of absence and shall receive the benefits provided by workers compensation only.

J. Jury Duty

A day of absence due to jury duty is an approved absence. If a member reports for jury duty and is dismissed prior to the end of his/her workday he/she shall report to work, provided the number of hours served on the jury duty day does not exceed his/her scheduled workday. A bargaining unit member who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. Contact Central Office for appropriate pay procedure.

K. Extended Leaves

1. Unpaid leaves of absence for periods not to exceed twelve months will be granted for all bargaining unit members in writing for:
 - a. Extended illness beyond accumulated sick leave with doctor verification.
 - b. Prolonged illness in immediate family with doctor verification.
 - c. Other reasons subject to the approval of the Assistant Superintendent for Human Resources.
2. Seniority will continue to accumulate for twelve months only.
3. Unpaid leave shall be defined as a leave during which the member receives no pay and no negotiated benefits except as required under the Family and Medical Leave Act.
4. Should the member’s illness extend beyond twelve months, the member may apply for additional leave time.

L. A bargaining unit member on leave of absence for up to and including ninety-one (91) work days granted by the provisions of this Agreement shall be returned to the position held at the time the leave of absence was granted if the position still exists. If the leave extends beyond ninety-one (91) consecutive work days, the bargaining unit member may return to a position comparable to the one he/she left if a vacancy in the same exists and the bargaining unit member is the successful applicant.

A member granted a leave under Article 15. J.1.(a, b or c) shall be returned to the position held at the time the leave was granted.

In the event the position is eliminated, the member will be allowed to exercise his/her rights according to Article 13 of this Agreement.

- M. Prior to October 1 of the school year, the administration shall provide each bargaining unit member with an accounting of his/her accumulated sick leave and personal leave, effective at the start of that school year.

ARTICLE 16 MEDICAL DISPUTE

In the event of a dispute involving any bargaining unit member's physical ability to perform the assigned job and the bargaining unit member is not satisfied with the determination of the designated physician of the Board, he/she may submit a report from a medical physician of his/her choosing and at his/her own expense. If the dispute still exists, the bargaining unit member and the Board shall agree upon a third physician to submit a report to the school on the Board and the bargaining unit member. The decision of such third physician will be binding on the parties. The expense of the third physician shall be paid for by the Board.

ARTICLE 17 PAID HOLIDAYS

- A. Secretaries, instructional staff assistants (ISAs), special education teacher assistants (SETAs), special education bus assistants, switchboard/receptionist, technical education staff assistants (TESAs), and media assistants will be paid their normal daily wage and need not report for the following holidays:

Independence Day, if working
Labor Day, if working
Thanksgiving Day
The day after Thanksgiving
Christmas Day
New Year's Day
Good Friday (full day; if school is in session for ½ day, then holiday is ½ day)
Memorial Day

Kindergarten lead paraprofessionals (KLPs), kindergarten enrichment/ classroom assistants (KECAs), Title 1 paraprofessionals, alternative education assistants and career technical education paraprofessionals (CTEPs) will be paid their normal daily wage and need not report for the following holidays:

Thanksgiving Day -- Effective 2010-11
Christmas Day
New Year's Day

At-risk student assistants are not eligible for holiday pay.

- B. Days off, with pay, for 52-week secretaries and the switchboard operator/ receptionist at Christmas and New Year's shall be computed according to the following schedule:

If Christmas or New
Year's Falls on:

The Following Days Shall
Be Days Off With Pay:

Monday

Monday and Tuesday

Tuesday

Monday and Tuesday

Wednesday

Tuesday and Wednesday

Thursday

Wednesday and Thursday

Friday

Thursday and Friday

Saturday

Friday and Monday

Sunday

Friday and Monday

ARTICLE 18 VACATION

Full-time, 52-week employees are entitled to paid vacation according to the following schedule, and shall accumulate at a progressive rate from month to month:

0-3 years of continuous employment as a secretary –

Rate of .833 days per month

After 3 years of continuous employment as a secretary –

Rate of 1.00 days per month

After 6 years of continuous employment as a secretary –

Rate of 1.25 days per month

After 9 years of continuous employment as a secretary –

Rate of 1.50 days per month

After 12 years of continuous employment as a secretary –

Rate of 1.67 days per month

After 15 years of continuous employment as a secretary –

Rate of 1.87 days per month

- B. Vacation days may be accumulated for a period of eighteen (18) months beginning with the current July 1, at which time they must be used or they shall be lost without compensation.
- C. Vacations will be granted at such times during the year as requested by the bargaining unit member. Should conflicts occur regarding scheduling time, the bargaining unit member with the greatest seniority shall prevail.
- D. When a holiday is observed during a bargaining unit member's scheduled vacation, the vacation will be extended one day continuous with the vacation, or not counted as a vacation day at the bargaining unit member's discretion.

ARTICLE 19

UNSCHEDULED SCHOOL CLOSINGS

A. Fifty-two (52) Week Employees:

On days of unscheduled school closings (such as, but not limited to, inclement weather) 52-week secretaries and the switchboard operator/receptionist shall report to work. Fifty-two (52) week secretaries and the switchboard operator/receptionist may report as much as two (2) hours after their scheduled start time without loss of pay. If these bargaining unit members are unable to report to work, they will not be paid unless they call the Superintendent or designee by 10:00 a.m. to request use of vacation, personal or accrued compensatory time as verified by the immediate supervisor.

B. Forty-one (41) Week Employees:

On days of unscheduled school closings (such as, but not limited to, inclement weather), forty-one (41) week secretaries and TESAs shall report to work unless the district is required to make the day up at the end of the year. Forty-one (41) week secretaries and TESAs may report as much as two (2) hours after their scheduled start time without loss of pay. If these bargaining unit members are unable to report to work, they will not be paid but will be given the option to make up the lost days at the end of the year unless they choose to use personal, or documented compensatory time, as verified by the immediate supervisor. The bargaining unit member must report his/her choice to the office of the Assistant Superintendent for Personnel by 10:00 a.m.

C. Instructional Staff Assistants, Special Education Teacher Assistants, Media Assistants and Bus Assistants:

On the first two (2) days of unscheduled school closings (such as, but not limited to, inclement weather), ISAs, special education teacher assistants, media assistants and bus assistants need not report and will be paid for those days. For unscheduled closings beyond the first two, instructional staff assistants, special education teacher assistants, media assistants and bus assistants need not report and will not be paid at the time they occur. On any student days made up at the end of the year, the assistants must report to work and will be paid.

In the event there are not enough student make up days to meet the number of days of work guaranteed in Article 9, section A, the assistants shall be provided opportunities for work and/or professional development at the end of the school year. On any bargaining unit make-up day(s) at the end of the year bargaining unit members may choose to work and will be paid. If the member chooses not to work the make-up days, he/she will state his/her intent in writing to the Assistant Superintendent for Personnel with the understanding that he/she will not be paid.

D. Kindergarten Lead Paraprofessionals, Kindergarten Enrichment/Classroom Assistants, Title I Paraprofessionals, Alternative Education Assistants And Career Technical Education Paraprofessionals

On the first two (2) days of unscheduled school closings (such as, but not limited to, inclement weather), Kindergarten Lead Paraprofessionals, Kindergarten Enrichment/ Classroom Assistants, Title 1 Paraprofessionals, Alternative Education Assistants and Career Technical Education Paraprofessionals need not report and will be paid for those days. For unscheduled closings beyond the first two, these bargaining unit members need not report and will not be paid at the time they occur. On any student days made up at the end of the year, these bargaining unit members must report to work and will be paid.

- E. In the event the start of the school day is delayed due to inclement weather, an Act of God or an event that causes a delayed beginning of the students' day, and if a bargaining unit member feels conditions are unsafe to report at their regular time, they may postpone their arrival time by the amount of time the opening of school is delayed. All bargaining unit members shall receive their regular number of hours of pay for the day.
- F. In the event of an early dismissal due to inclement weather or an Act of God, teacher assistants and ISAs shall remain in the building until busses have gone. Secretaries shall remain in the school building one (1) hour after the busses have gone. Bargaining unit members not in a school building shall remain until directed to leave by their immediate supervisor. All bargaining unit members will be paid for their regular hours of work.
- G. Severe weather – Should the weather be so severe that the superintendent closes all district buildings, bargaining unit members will be paid for their regular hours of work.

ARTICLE 20 DISCIPLINE

- A. No bargaining unit member shall be disciplined, discharged, or reduced in rank or compensation without just cause.
- B. The bargaining unit member shall be entitled to have an Association representative present at any meeting during which he/she shall be disciplined, and shall be notified in advance of the purpose of any such meeting. When a bargaining unit member requests Association representation, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.
- C. A system of corrective/progressive discipline will be applied, with the exception of six below, to all bargaining unit members consisting of the following minimum elements:
 - 1. Verbal warning with reasonable period of correction.

2. A written, signed notice specifying the alleged delinquency, indicating expected correction, and giving a reasonable period of correction.
 3. Suspension with pay.
 4. Suspension without pay.
 5. Discharge.
 6. When, in the judgment of the Administration, a severe situation warrants, the Administrator may suspend a bargaining unit member without pay for serious infractions or serious misconduct or for repeated offenses which have been brought to the attention of the bargaining unit member. The Administrator shall file written charges, and shall forward copies of the said charges to the suspended bargaining unit member, the president of the Association, and the chairperson of the Association grievance committee. The Association, in behalf of the suspended bargaining unit member, shall have forty-eight (48) hours beyond notification to appeal the suspension in writing to the Superintendent or his/her designated agent. The Superintendent will, within twenty-four (24) hours, schedule a hearing with the Association and said bargaining unit member on the suspension. At the end of the hearing, the Superintendent shall reach a decision on the suspension. The Association, in behalf of the member, has the right to appeal the Superintendent's decision to arbitration as in Step 4 of the Grievance Procedure.
- D. In the event of bargaining unit member suspension or discharge, the Board shall promptly notify, in writing, the bargaining unit member and the Association president of said action. The written notice shall contain the specific reasons for the suspension or discharge. Should the bargaining unit member and/or the Association consider the suspension and/or discharge a violation of this contract, it shall be submitted to the fourth step in the grievance procedure and proceed from there.

ARTICLE 21
PERSONNEL RECORDS AND BARGAINING UNIT EVALUATION

- A. A bargaining unit member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after the initial employment, and to have an Association representative present at such review. The review shall be made in the office of the administrator responsible for the keeping of those files.
- B. No material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless he/she has had an opportunity to review said material. The bargaining unit member may submit a written notation regarding any material in question. If a bargaining unit member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her

awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.

- C. After two years and upon written request of the bargaining unit member, written warnings or reprimands in a bargaining unit member's file may be reviewed. If no other incident of a similar nature has occurred since the written warning or reprimand was issued, the item may be removed provided both the bargaining unit member and the Assistant Superintendent for Human Resources agree. Items of a safety nature or characterized as unprofessional conduct by the Michigan School Code shall not be removed.
- D. All bargaining unit members shall be evaluated on the evaluation form contained in Appendix B.
- E. Evaluation of any bargaining unit member's work performance shall be done once every two years but, if desired by either party, may be done annually by his/her immediate administrator. The evaluation report shall be in writing and, if the bargaining unit member's performance shall have been found to be unsatisfactory in any area, shall contain specific suggestions as to how he/she can improve his/her performance in that area. Further, it shall contain a description of the specific types of assistance that will be rendered by the evaluator and/or other staff personnel to aid in the improvement of the bargaining unit member's work performance. Such evaluation shall be provided to the bargaining unit member prior to May 20 of each year.
- F. A conference shall be held between the evaluator and the bargaining unit member within ten (10) working days of the formal evaluation to discuss the evaluation report.
- G. The evaluation report shall be signed by both the evaluator and the person evaluated and each shall receive a copy, although the bargaining unit member's signature shall only indicate his/her awareness of its contents and shall in no way be construed to denote agreement with the contents. The bargaining unit member shall have the right to attach an explanation or rebuttal to the evaluation report within six (6) working days or eight (8) calendar days of the conference, whichever is less and it shall be included in his/her personnel file.
- H. Any bargaining unit member who feels that the contents of his/her evaluation report are unfair, unjustified, or otherwise improper, may seek relief through the grievance procedure.
- I. Video Tapes: With the exception of investigation of illegal acts, a bargaining unit member will be informed of planned taping. Bargaining unit members are reminded that there are security cameras in the work place. Information gained from these cameras may be used to substantiate any inappropriate behavior but shall not be used for evaluation purposes.

ARTICLE 22

INSURANCE

- A. After the first sixty (60) days of employment as a bargaining unit member, the Board agrees to provide Blue Cross/Blue Shield Community Blue PP0 #1, \$10/20 Rx (with mail order prescription drugs (mopd) available) Program coverage for a full twelve (12) month period (July 1 through June 30) for the bargaining unit member and his/her entire family and any other eligible dependents. An official description of benefits is contained in applicable Blue Cross/Blue Shield of Michigan Certificates and Riders. The coverage will be maintained at a level comparable to the 1998-99 plan. The Board's contributions toward health insurance are defined below:
1. Fifty-two (52) week (261 days) and Forty-one (41) week (205 or 205 plus days) Secretaries, Technical Staff Assistants and the 261-day Switchboard/Receptionist working six (6) or more hours per day:
 - a. The Board shall pay the following amounts for health insurance:

Single:	\$ 547.30
Two Person:	\$1225.57
Full Family	\$1518.83
 - b. **Cash-in-lieu:** Bargaining unit members in the above classifications not electing health insurance will receive \$150 per month for each full twelve (12) month period.
 2. Fifty-two (52) week (261 days) and forty-one (41) week (205 or 205 plus days) Secretaries and Technical Staff Assistants working four (4) or more hours per day but less than six (6):
 - a. The Board shall pay the following amount toward health insurance:

Single:	\$ 547.30
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 - b. These bargaining unit members desiring two-person or full family coverage must pay the difference between the single subscriber premium and the two-person or full family premium.
 - c. **Cash-in-lieu:** Bargaining unit members in the above classifications not electing health insurance will receive \$150 per month for each full twelve (12) month period.
 3. Instructional Staff Assistants, Special Education Teacher Assistants, Bus Assistants, and Media Assistants, normally working six (6) or more hours per day or thirty (30) hours per week:
 - a. For bargaining unit members in the above classifications, the Board shall pay \$300 per month toward health insurance.

currently named investment providers, shall continue to be named a vendor in the 403(b) Plan Document.

**ARTICLE 23
RETIREMENT**

- A. Bargaining unit members who have ten (10) years or more of service with the Mt. Pleasant Public Schools and are retiring under the provisions of the Michigan Public School Employees' Retirement System shall receive termination pay. The termination pay shall be computed at forty dollars (\$40.00) for each year up to twenty (20) years, and the additional five years up to twenty-five (25) years shall be computed at sixty dollars (\$60.00). The maximum termination pay shall be one thousand one hundred dollars (\$1100.00).
- B. After ten (10) years of service with Mt. Pleasant Public Schools and upon resignation or retirement from ~~the~~ Mt. Pleasant Public Schools, a bargaining unit member shall be paid ten (10) dollars per day for all unused accumulated sick days.

**ARTICLE 24
GENERAL PROVISIONS**

- A. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws, or the applicable laws and regulations of the State of Michigan and the United States of America; but, where the law allows modifications by this Agreement, the provisions of this Agreement shall govern.
- B. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction, such provisions shall be void and inoperative unless and until said ruling is overturned and the Association and the Board agree to renegotiate any legally negated provisions; however, all other provisions of this Agreement shall continue in effect.
- C. Contracting and Subcontracting of Work

During the term of this Agreement, the Board shall not contract out or subcontract any work that would cause a reduction of regular hours of work of the bargaining unit.
- D. Distribution of Agreement

The Board agrees to make available to each bargaining unit member a copy of this Agreement and to provide a copy of the same Agreement to all new employees of the bargaining unit.
- E. Computation of Benefits

All hours paid to a bargaining unit member shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

F. Definitions

The following definitions shall apply throughout this contract.

School Day: A day on which students are scheduled to be present, not including unscheduled school closings.

Work Day: A day on which the district office(s) are open, typically Monday through Friday, excluding holidays.

Calendar Day: Sunday through Saturday, including holidays.

Compensatory Time: Paid time away from work taken at a rate equal to the rate at which it was earned by working outside the regularly scheduled work hours.

**ARTICLE 25
NEGOTIATIONS PROCEDURES**

- A. Matters not specifically covered by this Agreement but of common concern to the parties shall be subject to discussion between them from time to time during the period of this Agreement upon request by either party to the other. Such discussions are advisory and not subject to the grievance procedure.
- B. Approximately sixty (60) days prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of bargaining unit members employed by the Board.
- C. A bargaining unit member engaged in negotiating on behalf of the Association with any officially designated representative of the Board shall be released from regular duties without loss of salary provided:
 - 1. The bargaining unit member is an official member of the negotiating team or grievance committee.
 - 2. The bargaining unit member is under contract to the Mt. Pleasant School District.
 - 3. The item under consideration is the development of the Master Agreement or a grievance.
 - 4. It has been mutually agreed that daytime meetings are considered necessary.

ARTICLE 26
TRAINING

A. It is understood between the parties that professional development is important for upgrading the skills of bargaining unit members. If professional development programs are planned by the administration, at least one-half (½) of the time for the program will be provided within the framework of the working day. The Association may recommend professional development programs appropriate to members of the bargaining unit to the Superintendent or his/her designee. Bargaining unit members required to attend professional development training beyond their regular work hours shall be given compensatory time.

B. Training in Use of New Equipment, Software

When new equipment, computer programs or software is installed in the district for use by bargaining unit members, the Board shall provide sufficient training in the use of such new equipment. The bargaining unit member shall suffer no loss of compensation or benefits while participating in said training during the work day. Should training take place beyond the scheduled work day, the bargaining unit member shall be compensated at the normal hourly rate.

C. Training Pay

Bargaining unit members requested to attend conferences or workshops to further professional growth and skills shall suffer no loss of pay. All costs of attendance at said conferences (mileage, meals, registration, materials and lodging) shall be reimbursed by the Board according to current existing policies. A written report summarizing each conference for such participant shall be filed in writing at the Board of Education Office. Forms shall be provided by the Board.

D. Professional Day

At the beginning of each school year, each bargaining unit member shall be granted one (1) professional day. Professional day(s) may be used for professional development at the discretion of the bargaining unit member and upon submission of appropriate registration information.

E. Professional Development Fund

At the beginning of each fiscal year, the Board shall establish a fund for professional development, tuition and fees for college courses, continuing education courses, etc. related to the bargaining unit members' performance responsibilities. Bargaining unit members may request reimbursement from the fund. The maximum reimbursement shall be fifty dollars (\$50) per bargaining unit member per year and shall be

distributed until the funds are depleted. Bargaining unit members may agree to combine their funds for professional development.

- F. Bargaining unit members will be invited to participate in relevant professional development training available to teachers.

**ARTICLE 27
DURATION**

This Agreement shall be effective as of July 1, 2009, and shall continue in effect through June 30, 2011. If an agreement is reached on the renewal or modification of this Agreement prior to the expiration date, it shall expire at such expiration date unless it is extended by mutual agreement of the parties in writing. Except as specified otherwise, all provisions shall be retroactive to July 1, 2009.

**FOR THE MOUNT PLEASANT
SUPPORT PERSONNEL ASSOCIATION:**

**FOR THE BOARD OF EDUCATION
OF THE MOUNT PLEASANT PUBLIC
SCHOOLS:**

President, Bargaining Team Member

President

Bargaining Team Member

Secretary

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

MEA UniServ
Chief Spokesperson

Assistant Superintendent for Personnel
Chief Spokesperson

Date

Date

APPENDIX A

Hourly Wage Schedule 2009 - 2011

Effective July 1, 2009 through June 30, 2011, the following wage schedule will be in effect for all bargaining unit members:

Should the Board decide to place a bargaining unit member at a step other than the lowest in any classification upon initial hire, the bargaining unit member shall remain at that step until such time as his/her years of experience in the bargaining unit match the step.

Wage increases for all bargaining unit members are retroactive. All longevity pay is per Article 10.B.

Steps			1	2	3	4	5	6	7
I.	Secretaries								
		Increase							
	2009-10	0.0%	11.62	12.25	12.93	13.59	14.25	14.91	15.02
	2010-11	0.0%	11.62	12.25	12.93	13.59	14.25	14.91	15.02
II.	Instructional Staff Assistants								
		Increase							
	2009-10	0.0%	9.03	9.77	10.53	11.28	12.04	12.16	12.28
	2010-11	0.0%	9.03	9.77	10.53	11.28	12.04	12.16	12.28
III.	Special Education Teacher Assistants								
		Increase							
	2009-10	0.0%	9.03	9.77	10.53	11.28	12.04	12.16	12.28
	2010-11	0.0%	9.03	9.77	10.53	11.28	12.04	12.16	12.28
IV.	Special Education Bus Assistants								
		Increase							
	2009-10	0.0%	9.03	9.77	10.53	11.28	12.04	12.16	12.28
	2010-11	0.0%	9.03	9.77	10.53	11.28	12.04	12.16	12.28
V.	Technical Education Staff Assistants								
		Increase							
	2009-10	0.0%	11.62	12.25	12.93	13.59	14.25	14.91	15.02
	2010-11	0.0%	11.62	12.25	12.93	13.59	14.25	14.91	15.02
VI.	Switchboard/Receptionist								
		Increase							
	2009-10	0.0%	11.62						
	2010-11	0.0%	11.62						

Steps		1	2	3	4	5	6	7
VII. Media Assistants								
	Increase							
	2009-10	0.0%	10.26	10.76	11.23	11.72	12.17	12.89
	2010-11	0.0%	10.26	10.76	11.23	11.72	12.17	12.89
VIII. Kindergarten Lead Paraprofessionals								
	Increase							
	2009-10	0.0%	11.23	11.95	12.67	13.40	14.12	14.23
	2010-11	0.0%	11.23	11.95	12.67	13.40	14.12	14.23
IX. Kindergarten Classroom/Enrichment Assistants								
	Increase							
	2009-10	0.0%	8.65	9.38	10.10	10.82	11.55	11.66
	2010-11	0.0%	8.65	9.38	10.10	10.82	11.55	11.66
X. Title 1 Paraprofessionals								
	Increase							
	2009-10	0.0%	11.68	12.29	12.86	13.46	14.02	14.72
	2010-11	0.0%	11.68	12.29	12.86	13.46	14.02	14.72
XI. Alternative Education Assistants								
	Increase							
	2009-10	0.0%	7.97	8.41	8.88	9.40	9.85	10.43
	2010-11	0.0%	7.97	8.41	8.88	9.40	9.85	10.43
XII: Career Technical Education Paraprofessionals								
	Increase							
	(0.5%)							
		<u>2009-10</u>	<u>2010-11</u>					
	Early Childhood	10.30	10.30					
	Building Trades	8.66	8.66					
	Health Occ. (RN)	18.61	18.61					
	Graphic Arts	9.19	9.19					
	Marketing	8.41	8.41					
	Foods	10.20	10.20					

Steps		1	2	3	4	5	6	7
-------	--	---	---	---	---	---	---	---

XIII. At-risk Student Assistants								
	Increase							
	2009-10	0.0%	11.95	12.47	13.01	13.92		
	2010-11	0.0%	11.95	12.47	13.01	13.92		

Newly accreted members who are currently placed on a step greater than their experience in the district shall be frozen until they reach their anniversary dates and the number of years required to move forward for each step.

APPENDIX B

MPSPA EVALUATION REPORT
Mt. Pleasant Public Schools

Name: _____ Evaluator: _____

Position: _____ Building: _____

Evaluation Date: _____ Conference Date: _____

Section I - GENERAL JOB PERFORMANCE

It is expected that most individuals will earn a rating of (2) “meets expectations” in most areas, “meets expectations” should not be construed to mean “merely adequate”, it means that the individual meets the expected standards for that area. The rating (1) “exceeds expectations” should mean what it says: that among all the performance areas, this individual clearly exceeds the expectations in this area as defined by the criteria. Any area marked (3) “improvement needed” or (4) “unsatisfactory” performance requires written comments specifying the problem(s) as perceived by the evaluator. Ratings of (5) “not observed or not applicable”.

KEY TO EVALUATION

1	Exceeds Expectations
2	Meets Expectations
3	Improvement Needed
4	Unsatisfactory
5	Not Observed or Not Applicable

	1	2	3	4	5
JOB KNOWLEDGE - Consider overall knowledge of duties and responsibilities as required for current job or position					
PRODUCTIVITY - Evaluate amount of work generated and completed successfully as compared to amount of work expected for this job or position.					
QUALITY - Rate correctness, completeness, accuracy, economy of work - overall quality.					
INITIATIVE - self motivation - Consider amount of direction required - seeks improved methods and techniques - consistence in trying to do better.					
USE OF TIME - Uses available time wisely - accomplishes required work on or ahead of schedule.					
DEPENDABLE - Is dependable and assumes responsibility in making and carrying out decisions.					
WORK HABIT - Good attendance, very punctual to work.					
PLANNING - Sets realistic objectives - anticipates and prepares for future requirements - establishes logical priorities.					
	1	2	3	4	5

FOLLOW UP - Maintains control of workloads - allocates resources economically - insures that assignments are completed accurately and timely.					
HUMAN RELATIONS - Establishes and maintains cordial work climate - promotes harmony and enthusiasm - displays sincere interest in assisting other employees.					
LEADERSHIP - Sets high standards - provides good example - encourages others to perform efficiently - communicates effectively.					
GROWTH AND DEVELOPMENT - Demonstrates enthusiasm for upgrading and improving personal work skills - participates eagerly in training programs.					

COMMENTS/SUGGESTIONS RELATING TO ITEMS 1 - 12: _____

Section II - JOB DESCRIPTION PERFORMANCE

A. Describe the individual's strong point(s) with regard to performance of job description responsibilities: _____

B. Describe the individual's weak point(s) with regard to performance of job description responsibilities and suggestions for improvement: _____

C. Additional Evaluator Comments/Suggestions (If desirable): _____

D. Employee's Comments (If desirable): _____

This evaluation has been completed and I have reviewed this completed form with my evaluator.

 Employee Signature

 Date

 Evaluator Signature

 Date

*Additional pages may be added if necessary.

**Signature does not necessarily indicate agreement or disagreement.

INSERT **APPENDIX C** HERE

APPENDIX D

**Mt. Pleasant Support Personnel Association
GRIEVANCE FORM**

A. **Grievant:** _____ **Grievance No.:** _____
(school year, grievance #)

Classification: _____ **Building:** _____

Date of violation/discovery thereof: _____

Statement of the Grievance including Contract Articles violated:

Relief Sought:

B. **Step One: Date discussed with immediate supervisor:** _____
(within 20 school days of date of violation/discovery thereof)

C. **Step Two: Date delivered to the office of the Assistant Superintendent for Human Resources (HR):** _____
(within 5 school days of Step 1 informal discussion)

D. **Step Three: Date of meeting with Assistant Superintendent for HR:**
(within 5 school days of date delivered to Asst. Supt.) _____

Disposition of the Assistant Superintendent for Human Resources:
(within 5 school days of Step 2 meeting)

Signature of Assistant Superintendent

Date

E. **Step Four: Association Response:**
(within 20 school days of Assistant Superintendent's disposition or if no disposition has been made in accord with Step 3)

____ **Acceptable**

____ **Unacceptable**

If unacceptable,

____ **Submit to mediation** Or ____ **Waive mediation and proceed to Step 5**

Signature of Grievance Chairperson

Date

Grievance No. _____

F. Step Five:

_____ **Submit to Arbitration**
(within 20 school days of the closure of mediation or within 20 school days of Assistant Superintendent's disposition or if no disposition has been made in accord with Step 3)

Signature of Grievance Chairperson

Date

Distribution of form: Association President, Grievance Chairperson(s), Supervisor and Assistant Superintendent for Human Resources

LETTER OF AGREEMENT
BETWEEN
THE MT. PLEASANT SUPPORT PERSONNEL ASSOCIATION
AND
THE MT. PLEASANT PUBLIC SCHOOLS BOARD OF EDUCATION

RE: Health Insurance Carrier and Board Contribution to Premium for the
2009-10 and 2010-11 School Years

This Letter of Agreement is an addendum to the 2009-11 MPSPA Master Agreement. For the 2009-11 school year, the Board agrees to provide insurance in accord with this Letter of Agreement.

1. Effective January 1, 2010, the Board agrees to provide MESSA Choices II health insurance with the \$10/20 prescription card and \$10 office visit.
2. During the 2009-10 school year when MESSA Choices II is the health insurance offered, the Board's maximum contribution toward health insurance premiums for any member shall be as follows:

Fifty-two (52) week (261 days) and Forty-one (41) week (205 or 205 plus days) Secretaries, Technical Staff Assistants and the 261-day Switchboard/Receptionist working six (6) or more hours per day:

Single subscriber:	\$ 485.61 per month
Two-Person:	\$1090.75 per month
Full Family:	\$1211.79 per month

Fifty-two (52) week (261 days) and forty-one (41) week (205 or 205 plus days) Secretaries and Technical Staff Assistants working four (4) or more hours per day but less than six (6):

Single Subscriber: \$ 485.61 per month

All other classifications: as stated in the Master Agreement.

3. During the 2010-11 school year when MESSA Choices II remains the health insurance offered, the Board's maximum contribution toward health insurance premiums for any member will be as follows:

Fifty-two (52) week (261 days) and Forty-one (41) week (205 or 205 plus days) Secretaries, Technical Staff Assistants and the 261-day Switchboard/Receptionist working six (6) or more hours per day:

Single Subscriber:	\$ 519.60
Two-Person	\$1,167.10
Full Family	\$1,296.62

Fifty-two (52) week (261 days) and forty-one (41) week (205 or 205 plus days) Secretaries and Technical Staff Assistants working four (4) or more hours per day but less than six (6):

Single Subscriber:	\$ 519.60
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4. For the 2009-10 school year, bargaining unit members electing to receive health insurance will pay the difference between the premium cost and the amounts set by Board contributions as established by classification in the Master Agreement or as modified in this letter of agreement. Every member electing health insurance shall pay no less than the following contribution toward insurance premiums:

Single Subscriber	\$30.00 per month
Two-Person:	\$60.00 per month
Full Family	\$90.00 per month

5. For the 2010-11 school year, when MESSA Choices II remains the health insurance provided, bargaining unit members electing to receive health insurance will pay the difference between the premium cost and the amounts set by Board contributions as established by classification in the Master Agreement or as modified in this letter of agreement. Every member electing health insurance shall pay no less than the following contribution toward insurance premiums:

Single Subscriber	\$20.00 per month
Two-Person:	\$40.00 per month
Full Family	\$60.00 per month

This Letter of Agreement will expire on June 30, 2011 unless extended by agreement of the parties.

**For the Mt. Pleasant
Support Personnel Association:**

**For the Mt. Pleasant Public Schools
Board of Education:**

Carol Lemmer, MPSPA President

Superintendent

Kathleen Tucker
MEA 12C UniServ Director
Chief Spokesperson

Peter Trezise
Assistant Superintendent
for Human Resources
Chief Spokesperson

Date: _____

Date: _____