

NAPOLEON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION
JCEA/MEA/NEA

And

NAPOLEON BOARD OF EDUCATION

Jackson County, Michigan
August 19, 2018 - August 18, 2019

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This Agreement entered into by and between the Board of Education of the Napoleon Community Schools, hereinafter called the "Board," and the Jackson County Education Association, hereinafter called the "Association."

ARTICLE I - RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Public Act 379 of the Public Acts of 1965 as amended, the Board hereby recognizes the Association as the sole and exclusive bargaining representatives for all non-supervisory custodian, maintenance, bus mechanic and all full time and regularly scheduled part time secretarial/clerical, aide/paraprofessional, and food service personnel, excluding superintendent's secretary, assistant superintendent's secretary, supervisor of accounts, payroll account clerk/secretary, all administrators, substitutes, and all other employees.
- B. **Definition of Terms:**
1. **Full Time Employee:** An employee who is regularly scheduled to work the full day on a permanent, daily basis.
 2. **Part Time Employee:** An employee who is regularly scheduled to work less than a full day on a permanent, daily basis.
 3. **Substitute Employee:** A person who takes the place of an employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.
 4. **Temporary Employee:** An employee who provides services when help is required and said job assignment or position is not of a permanent nature.
- C. Only after ninety (90) consecutive calendar days of employment with the District shall temporary and substitute employees become members of the bargaining unit and come under the terms and conditions of this Agreement.
- D. Temporary employees shall not be employed if the result would be to take work away from the Unit or would cause vacant positions to not be posted and filled with full or part time employees.
- E. The Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement.
- F. The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above.

ARTICLE II - NEGOTIATION PROCEDURES

- A. This Agreement may be extended by mutual written consent of both parties.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least ninety (90) days prior to the expiration date of the Agreement. Should neither party give notice regarding the desire to negotiate a successor agreement prior to April 1, the Agreement shall be extended for an additional year.
- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

- A. **Intent.** The primary purpose of this procedure is to secure in the most efficient manner, and lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any employee represented by this contract, or the supervisor, to discuss the matter informally with an appropriate member of the Administration or Association.
- B. A "grievance" is a claim by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
- C. **General.**
 - 1. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process said grievance and therefore management's last answer shall constitute the final disposition of said grievance.
 - 2. A supervisor or the Board failing to meet the time limits as set forth herein shall permit the grievant(s) to proceed to the next level within ten (10) working days from the date when the supervisor's or Board's time for answer expired.
 - 3. 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 provided that the Association has been given the opportunity to be present at such adjustment.
 - 4. Either party may involve a representative at any and all stages of the grievance proceedings.
 - 5. There shall be no reprisals of any kind against any employee involved in the grievance procedure.

6. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.
7. The grievant(s) and grievant Association Representative shall be released from duty, with no loss of pay, to attend grievance meetings and hearings called by the Administration or the Board which are to be scheduled during the normal working day of the grievant(s).

D. **Procedure.**

1. **Step One**

- a. The grievant(s) shall discuss the complaint with the immediate supervisor within five (5) working days of the time the grievant could reasonably have knowledge of the event or occurrence.
- b. The immediate supervisor shall render an oral decision to the grievant(s) within five (5) working days of the above discussion.

2. **Step Two**

- a. If the grievance is not resolved, the oral complaint shall be reduced to writing on the Grievance Report Form (Appendix B) and shall be presented to the immediate supervisor and the Association within five (5) working days of the receipt of the Step One answer.
- b. The immediate supervisor shall hold a meeting with the grievant(s) and the grievant Association Representative within five (5) working days of the receipt of the written grievance.
- c. The immediate supervisor shall render a written decision to the grievant(s) and the Association within five (5) working days of the meeting.

3. **Step Three**

- a. If the Step Two decision is not satisfactory, the grievance shall be presented to the Superintendent or his/her designee within five (5) working days of receipt of the grievance.
- b. The Superintendent shall hold a meeting with the grievant(s) and the grievant Association Representative within five (5) working days of receipt of the grievance.
- c. The Superintendent shall render a written decision to the grievant(s) and the Association within five (5) working days of the meeting.

4. **Step Four**

- a. If the Step Three decision is not satisfactory, the grievance shall be presented to the Board of Education within five (5) working days of receipt of the Step Three answer.

- b. Within ten (10) working days of receipt of the grievance at Level Four the Board of Education shall convene a hearing with the grievant(s), the Association Representative and the Board's designee.
- c. The Board of Education shall render a written decision to the grievant(s) and the Association within ten (10) working days of the hearing.

5. **Step Five**

- a. If the Association is not satisfied with the Step Four disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may, at the option of the Association, be submitted to arbitration.

The rules of the American Arbitration Association shall govern the conduct of arbitral proceedings. By mutual agreement, the arbitrator shall be permitted to hear more than one grievance at a hearing.

- b. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules.
- c. The right to demand arbitration over an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance at the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.
- d. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously presented during the grievance process.
- e. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provision of this Agreement, and shall be without power and authority to make any decision; (1) contrary to, inconsistent with or modifying or varying in any way the terms of this Agreement, or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.
- f. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, and the Board shall not be required to pay back wages of more than two (2) weeks prior to the date a written grievance is filed.
All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
- g. The arbitrator's decision shall be final and binding on the Association, all employees covered by this Agreement, and on the Board.

- h. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- i. The cost and expenses of the arbitrator shall be paid by the loser, determination of same shall be made by the arbitrator.

E. **Powers of the Arbitrator.** It shall be the function of the arbitrator, who shall be empowered, except as the powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- 1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- 2. The arbitrator shall have no power to establish salary scales or change any salary.
- 3. The arbitrator shall have no power to rule on the following:
 - a. Any claim or complaint for which there is another procedure or forum established by law or by regulation having force of law.
 - b. Any matter involving employee job evaluation by the Board.
- 4. The arbitrator's powers shall be limited to deciding whether the Board has violated the express Articles or Sections of this Agreement; and he/she shall not imply any other obligations and conditions binding upon the Board from this Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

F. **Rights to Representation.** All parties of interest shall be present and may be represented by another person at all meetings and hearings at any level of the Grievance Procedure.

In no event shall any employee be represented by an officer, agent, or representative of any organization in conflict or competition with the Association. Provided further, when an employee is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.

G. **Appeal of Discharge or Suspension.**

- 1. Written notice of discharge or suspension shall be presented to the employee. Such notice of discharge or suspension shall be presented to the Association on the same day whenever possible but in no event more than twenty-four (24) hours from the time such notice is presented to the employee.
- 2. Grievances involving an appeal of Discharge or Suspension shall be initiated directly to Step Three within ten (10) working days of receipt of written notice as provided above.

ARTICLE IV - RIGHTS OF THE BOARD OF EDUCATION

- A. It is recognized that the management and operation of the school, the control of its properties, the maintenance of order and efficiency is solely a responsibility of the Board. Other rights and responsibilities belonging solely to the Board are hereby recognized, prominent among which but by no means wholly inclusive are: the right to decide the number and location of work sites, stations, etc., work to be performed within the unit, maintenance and repair, the amount of necessary supervision, machinery and tools, equipment, methods, schedules of work, direction of work, together with the selection, procurement, designing, engineering, and the control of building equipment and materials, except as it may be otherwise specifically limited in this Agreement.
- B. It is further recognized that it is the responsibility of the Board to select and direct the working force, including all members of the bargaining unit, and that it is the responsibility and right of the Board to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime worked, to relieve employees from duty because of lack of work or for other legitimate reasons, except as it may be otherwise specifically provided in this Agreement.

ARTICLE V - JOINT RESPONSIBILITY NO STRIKE/NO LOCKOUT

- A. Under no circumstances will the Association cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slow-down, in any property of the Board, or any curtailment of work or interference with the operation of the Board during the term of this Agreement, or during any period of time while negotiations are in progress between the Association and the Board for the continuance or renewal of this Agreement.
- B. In the event of a work stoppage, other curtailment of, or interference with production, the Board shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the same has ceased. The Association shall immediately instruct the involved employees in writing that their conduct is in violation of this contract, that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.
- C. The Board shall have the right to discipline up to and including discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.
- D. If the Association has fully complied with the foregoing provisions of this Article in the event of a wildcat strike or cessation which has not been authorized by the Association, then the Association shall have no liability to the Board on account of such wildcat strike or cessation.

ARTICLE VI - ASSOCIATION RIGHTS

- A. The parties agree to abide by Public Act 379 and all other laws, statutes, and constitutions of the United States and the State of Michigan.
- B. The Association and its members shall have the right to use school buildings facilities consistent with Board Policy.
- C. School messenger service and the use of telephone communications shall be made available to the Association and its members.
- D. The Board agrees to furnish to the Association, in response to reasonable requests, information which the Association requires to administer this Agreement and to formulate contract proposals, providing that the Association reimburse the Board for the cost of the supplies necessary in furnishing said information.
- E. At the request of the Association, second shift employees shall be released from duty to attend Association meetings and shall suffer no loss of pay. Said released time shall be granted no more than four (4) times per year and for no longer than two (2) hours each time during non-instructional time. The date and time must be approved by the Superintendent or his/her designee.
- F. The Association shall have (3) full days per school year to conduct association business (for example – MEA Bargaining, ESP and President Conferences, MEA Representative Assembly). The association will notify the district which three (3) days will be taken.

ARTICLE VII MEMBERSHIP

- A. The Board agrees to promptly advise the Association, in writing, of all additions, deletions, or change in status of members of the bargaining unit within 14 days. The notification of the Association shall be sent to the President of the local and the UniServ Director.

ARTICLE VIII - EMPLOYEE RIGHTS AND PROTECTION

- A. Any written complaint directed toward an employee shall be promptly called to the employee's attention if such complaint is to be made a part of the employee's personnel file or a matter of other written record. The employee may submit a written statement to be attached to and filed with the original complaint.
- B. When no other person of authority is present or readily available, employees may use such physical force on the person of a pupil as is necessary to prevent a pupil from injuring himself or others, or to prevent damage to school property and for no other purpose.

- C. An employee shall be entitled, at the employee's request, to have present a representative of the Association when being reprimanded or disciplined for any infraction of rules or delinquency in performance.
- D. No non-probationary employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment advantage without good and sufficient reason. Any such discipline, reprimand, reduction in rank or compensation or deprivation of advantage by the Board or representatives thereof, shall be done in private. The employee shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis for this action.
- E. The employee shall review and sign all materials that are to be included in the personnel files. Such signing does not necessarily indicate agreement. The employee shall have ten (10) school days to submit any written statement in regard to such materials for inclusion in the personnel files.
- F. Employees shall have the right upon request to review the contents of their own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. A written statement, for inclusion in the personnel files, may then be made by the employee in regard to materials that were not signed by the employee. The review shall be made in the presence of the Superintendent, or his/her designee. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at the time of employment.
- G. The parties recognize the merits of progressive discipline. Progressive discipline steps may include a verbal warning/reprimand, written warning/reprimand, suspension with pay, suspension without pay and discharge. Any action taken against an employee shall be appropriate to the behavior causing said action. Alleged breaches of discipline shall be brought to the employee's attention as promptly as possible. This paragraph G shall not apply to probationary employees.
- H. In the event an employee is concerned regarding an alleged job hazard, the immediate supervisor shall be notified in writing of same. The supervisor shall investigate such condition and within four (4) working days shall issue to the employee and the Association a report detailing the results of said investigation.

ARTICLE IX - SENIORITY, LAYOFF, AND RECALL

- A. **Seniority.**
 - 1. In September of each year the Board shall publish and distribute to each member of the bargaining unit a copy of the complete seniority list for the members of the bargaining unit. Such list shall include all individuals who hold seniority as a result of this Master Agreement.
 - 2. In the event that more than one individual has the same last date of hire according to the aforementioned seniority list, a drawing shall be held to determine position on the seniority list. The Association and the employees so affected shall be notified in writing of the date, time and place of the drawing. The drawing shall be conducted

openly and at a time and place which will reasonably allow affected employees and Association Representatives to be in attendance.

3. Seniority shall be determined on a classification basis with seniority to be measured from last date of hire within the classification. The classifications are: custodial; maintenance; mechanic; secretarial; food service; paraprofessional. The last date of hire within a particular classification shall become the seniority date and number for each employee. If an employee moves from one bargaining unit classification to another within the bargaining unit, his/her seniority in the previously held classification will be frozen and his/her seniority in the new classification will be measured from the date he/she started in that classification. Seniority frozen in the previous classification shall remain frozen for as long as the employee is employed by the District. Seniority frozen shall not be used for bidding purposes. Seniority frozen may only be used by the employee to bump the least senior employee in the previous classification when he/she is facing a layoff in his/her current classification.
4. Employees who leave the bargaining unit after June 24, 1983, to accept other positions in the District shall lose seniority. No individual currently a supervisor who had seniority in this unit shall lose seniority as a result of this paragraph. Employees other than current supervisors who left the bargaining unit prior to June 24, 1983, to accept other positions in the District shall have their seniority frozen.
5. Leaves of absence, voluntary and involuntary transfer, and/or promotions shall not interrupt continuous service, which means employment in the school's service without break or interruption.
6. **Probationary Period.**
 - a. New employees hired by the Board shall serve a probationary period for the first ninety (90) work days of their employment. In the event a probationary employee is absent during his/her probationary period, the number of days will be added to the ninety (90) work days probationary period.
 - b. When an employee completes the probationary period in a satisfactory manner, he/she shall be entered on the seniority list and shall rank for seniority purposes from the date of hire.
 - c. Probationary employees shall come under the terms and conditions of the Master Agreement beginning with the date of hire, except the Board shall have the right to discharge said employee within the probationary period and said dismissal shall not be subject to the grievance procedure.
7. During the term of their respective offices, the local President shall be deemed to head the seniority list and the Chief Steward shall be deemed to occupy the second highest place on the seniority list for the purposes of layoff and recall only, provided said employee so listed is qualified to do the required work. Upon termination of his/her term said employee shall be returned to his/her regular seniority status.

The Association shall indemnify and save harmless the Board from any and all fines, demands, suits and other forms of liability, cost and expenses by reason of any action taken by the Board for purposes of complying with this section.

B. Layoff.

1. The word "layoff" shall mean a reduction in the Employer's work force due to a decrease in work or lack of funds.
2. Employees who are to be laid off or involuntarily transferred shall be given no less than ten (10) work days written notice. Such notice will not be required in the instance of a strike by another bargaining unit provided, however, that the employees' regular compensation will not be reduced as a result of the strike.
3. In the event it becomes necessary to reduce the work force for any reason, probationary and temporary employees within the classification being reduced shall be laid off first. Thereafter, further reduction shall be in accordance with seniority, within individual classification, i.e., mechanic; custodial; maintenance; secretarial; food service; and paraprofessionals. Employees retained must have the ability to perform the work available and possess the necessary skills required for the job and be qualified to perform the same, which means that with minimum instruction and a break-in period the work can be performed without unduly impairing the efficiency of the operation.
4. Procedures.
 - a. An employee forced to change jobs as a result of a reduction in the work force may exercise seniority across and shall displace the least senior person in their classification, subject to the qualifications set forth above in Paragraph B-3.
 - b. In the event it is impossible to exercise seniority in this manner, the employee may exercise seniority into a higher or lower paying position within the classification by displacing the lowest senior employee there, subject to the qualifications set forth in Paragraph B-3 above. In the event the employee exercises seniority to a higher paying position within the classification, the position will be posted in accordance with Article X.
5. In the event of layoff, employees on leave shall be notified by the Board so they may exercise seniority.
6. Employees being laid off shall have their insurance benefits continued through the month of the effective date of layoff. The Board shall continue to pay the insurance premiums beyond the month of layoff providing:
 - a. The employee reimburses the Board, in advance, for said premium, and
 - b. Permission to do same is granted by the insurance carrier(s).

C. Recall.

1. Employees shall be recalled in order of seniority within the classification with the most senior employee being recalled first, subject to the qualifications as set forth in Paragraph B-3 herein.
2. Recall shall be made by registered mail. An employee receiving recall notice shall have ten (10) calendar days in which to notify the Board of his/her intention to return or remain on layoff. It shall be the responsibility of the employee to assure that the Board has the employee's most current address.
3. Should the Board reinstate a position that had been eliminated, the employee, if not on layoff, who previously held the position shall be offered the position before it is offered to a laid off employee if the position is reinstated within five (5) years of its elimination.

ARTICLE X - VACANCIES, PROMOTIONS, AND TRANSFERS

A. Postings.

1. A vacancy shall be defined as any position, either newly created or a present position that is not filled.
2. A vacancy in a job classification or new position shall be posted in all buildings within one (1) pay period from the date of the vacancy and the employee shall be given five (5) working days' time in which to make application to fill the vacancy or new position.
3. When a full time position is posted in a classification, full time employees shall have the right to bid on the position first. If no full time employee in the classification bids on the full time position, then the less than full time employees in the classification shall have the right to bid on the position. If no employee in the classification bids on the full time position, the highest senior classification employee on layoff shall be recalled to the position. If no employee in the classification fills the position, then the position shall be awarded to the most senior qualified employee from any other classification. When a less than full time position is posted in a classification, any employee in the classification may bid on the position. If no employee within the classification bids on the position, then the position shall be awarded to the most senior classification employee on layoff. If no employee within the classification fills the position, then it shall be awarded to the most senior employee from any other classification.
4. All vacancies that are posted shall be filled within fifteen (15) working days, unless no candidates from within the District have applied for said vacancy.

5. If a vacancy occurs while there are employees on layoff, the position shall be posted in accordance with Article IX and before laid off employees are recalled.
6. The following format shall be used to advertise the position:
 - a. Type of work
 - b. Place of work
 - c. Starting date
 - d. Rate of pay
 - e. Hours to be worked
 - f. Classification
 - g. Statement of qualifications

- B. Vacancies shall be filled by the most senior qualified applicant from within the classification. In the event there are no applicants from within the classification, the most senior qualified applicant from within the bargaining unit will be assigned.

Qualifications shall be defined as possessing the ability to perform the work, possesses the necessary skills required for the job, and is qualified to perform the same, as determined by the administration. This means the most senior qualified applicant, with minimum instruction and a break-in period not to exceed ninety (90) work days, can perform the work at a level which does not unduly impair the efficiency of the operation.

For purposes of this section, it is understood that the mechanic's position will only be filled with a qualified mechanic having a successful record of mechanical experience.

- C. If an employee desires to be transferred, promoted, or demoted to a posted position, application shall be made in writing during the posting period.
- D. A letter will be sent to each applicant informing the applicant of the appointment decision.
- E. An employee may exercise seniority to obtain an open position (lateral transfer) not more than once in a calendar year.
Any employee may apply for a newly created position even if the employee has made a lateral move during the calendar year.

F. **Involuntary Transfers.**

1. Involuntary reassignment shall not take place without prior discussion with the affected employee and the Steward.
2. The parties agree that unrequested transfers of employees are to be minimized. However, the decision of the administration shall be final and binding and not subject to the grievance procedure.
3. When a position is eliminated and is later reinstated, within five (5) years, the employee transferred out of that position shall be offered the job before it is posted.

- G. Trial Period. When advancing to a higher-rated classification an employee shall serve a ninety (90) work day trial period. At the end of the trial period, if the employee's work is unsatisfactory, or if the employee so requests, the employee shall be reinstated to his/her previously held position.
- H. In the event a position has had a change in regularly assigned weekly work hours which results in a change from less than thirty (30) hours to thirty (30) hours or more per week, the position will be posted as a vacancy. The position will be filled in accordance with the procedures detailed in Article X, B.

ARTICLE XI - WORKING CONDITIONS

A. Hours.

1. The normal work week shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours (exclusive of an unpaid thirty (30) minute lunch period), Monday through Friday, inclusive. This provision shall not be construed as a guarantee of work, however:
 - a. There shall be a specific starting and quitting time.
 - b. No less than two (2) weeks written notice shall be given affected employee(s) prior to altering starting and/or quitting times by more than two (2) hours.
 - c. No less than twenty-four (24) hours shall be given affected employees if their shift is to be altered by two (2) hours or less.
2. Employees working five (5) hours or more shall receive an unpaid, uninterrupted, duty-free, thirty (30)-minute lunch period. The lunch period shall be scheduled in accordance with the organizational pattern best suited to the particular building and/or department and the employee as determined by the administration. However, employees working more than five and one-half (5-1/2) hours in a day shall have a meal period which occurs at or close to mid-point in said employee's shift unless the employee and his/her immediate supervisor agree to an alternate time.
3. Employees working four (4) hours or more but less than eight (8) hours shall be provided one fifteen (15)-minute, uninterrupted relief period. Employees working eight (8) hours or more shall be provided a fifteen (15)-minute, uninterrupted relief period during the first half of their shift and during the second half of their shift. The relief period shall be scheduled in accordance with the organizational pattern best suited to the particular building and/or department and the employee. The relief period is intended to be a recess to be preceded and followed by an extended work period.
4. Employees shall be allowed to leave their buildings and school grounds during the lunch period provided they notify their immediate supervisor or principal.

5. **Snow Days.**

- a. When a regularly scheduled school day is cancelled prior to the start of the student day, employees who are required to report to work shall be compensated at one and one-half (1-1/2) times their normal rate. Employees who are unable to report to work on a snow day due to unsafe conditions will not be required to work.
- b. Bargaining unit employees who are not required to work shall receive their regular daily rate of pay for snow days and/or Act of God days not to exceed the state law for days of forgiveness.
- c. If the Governor of the State of Michigan declares a state of emergency, the employee will be compensated at his/her regular rate for the time missed during the state of emergency.
- d. For purposes of implementing this Article school closings are referred to as snow days and shall not include such things as walkouts, blackboard flu, etc.
- e. Also, if an employee calls in sick on a snow day when school is cancelled, the employee may be required by administration to submit medical verification.
- f. **Two Hour Delays.** When the start of the school day is delayed, paraprofessionals shall report to work at the same time as professional staff and shall be paid their full daily rate of pay. Employees whose regular starting time is after the professional staff reports shall report at their regular time and work their regular hours. Food service employees shall report to work at their regularly scheduled times.

6. **In-Service.** In-service will be provided to instructional paraprofessionals as determined by the Administration. An effort will be made to offer job-related in-service training.

B. **Work Assignments.**

1. **Overtime.**

- a. Advance notice of overtime shall be given to the affected employee(s) seventy-two (72) hours in advance, whenever possible.

b. **Assignment of Overtime**

- 1) Overtime shall be assigned by seniority within the classification. When all employees with the affected classification have been offered overtime, the overtime shall be assigned to the employee within the classification with the least district-wide seniority.

Custodians assigned to more than one building or facility will not be placed in rotation for overtime within the building or facility, if the

custodian is assigned less than two (2) hours per day within the building or facility.

Overtime related to the athletic complex will be offered to employees within the affected classification in descending order of seniority.

- 2) When all eligible employees within the affected building or facility have been offered the overtime and declined, the overtime shall be offered to other members of the bargaining unit within the classification in descending order of seniority.
- 3) When all employees have been offered overtime, the overtime shall be assigned to the employee with the least district-wide seniority within the classification.
- 4) Exceptions to the procedure as described in (1) and (2) above would be situations which require an employee to have a shift extension, hence, overtime directly prior to or following the regular shift provided the shift extension is anticipated to last one (1) hour or less.

c. Pay of overtime shall be in accordance with the provisions of Article XIV.

2. Bargaining unit members will not be required to perform any of the work duties of non-bargaining unit employees within the District.
3. Only members of the bargaining unit shall perform bargaining unit work with the exception of temporary and substitute employees as defined in Article I, students involved (by way of illustration) in class projects, as student paraprofessionals, or with discipline; and community groups using the school facilities, the latter of which may perform general sweeping and clean-up.

Mutual agreement between the Association and administration must be reached for community volunteer projects and student involvement beyond the scope of this section. Students will not be used if the result would be to cause vacant positions to not be posted and filled with full or part time employees. The Mechanic and Food Service Supervisors shall continue to perform work as established by past practice.

4. If a weekend building check is needed, employees shall be paid on a per check basis as provided in Article XIV.
5. **Call-Back.** An employee who has returned home after completion of his/her regularly scheduled working hours may be requested to return to work. The parties agree that this is a request and it is not mandatory that the employee return. Compensation for call-back shall be in accordance with Article XIV.

C. Medically Fragile Students.

1. **Definition.** For the purposes of this Article, the term "school health services" shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).

2. **Notice, Information, and Training.** Any bargaining unit member required to provide school health services shall be provided appropriate training regarding the act or functions delegated to the bargaining unit member. The Employer shall pay all costs in connection with the training, including the time taken by the member to receive the training, and all necessary supplies, if any, and a location or setting appropriate to provide the services (e.g., private when the service is personal). If "assist" animals are needed by a student, the District shall endeavor to maintain a learning environment in which the bargaining unit member's primary responsibility is the learning needs of the student and not that of the "assist" animal.
 3. **Refusal.** A bargaining unit member may refuse to perform school health services unless the training has been provided to the member as required above.
 4. **Notice at Hiring.** During the hiring process of any bargaining unit member who may be required to provide school health services or self care activities on behalf of students (such as soiling or toileting), Employer shall advise the member in writing, before the member is employed, the specific types of such acts, functions or activities the member may be asked to perform. The Employer shall likewise provide advice in writing, regarding availability of training and other support, both staff and material resources, before the member is employed.
 5. **Insurance.** The District will provide the Association, upon request, a written assurance that employees performing medical procedures requested by the District are covered by the District's current liability insurance program.
- D. The parties agree to negotiate any changes required to comply with ESEA / NCLB.

ARTICLE XII - LEAVES OF ABSENCE

A. **Paid Leaves.**

1. **Sick Leave:**

- a. All employees shall accrue one (1) sick leave credit for each completed month of service. Forty (40) week employees shall accrue ten (10) sick days and forty four (44) week employees shall accrue eleven (11) sick days.
- b. Unused sick leave shall accumulate to a total of one hundred twenty (120) days. Sick leave may be used by the employee in one (1) hour increments.
- c. Employees shall be allowed to use sick leave for the following reasons:
 - 1) Personal illness or disability which shall include childbirth and complications of pregnancy.
 - 2) Up to two (2) days/instance shall be granted to care for an ailing member of the immediate household in cases where no other arrangements can be made to care for the ailing member and in case of emergency. Additional days shall be granted provided the employee supplies medical verification that said employee's presence is necessary or requested by the attending physician.

"Immediate Household" in this instance shall be defined as relatives living in the same household with the employee, spouse, children and parents.

- d. After five (5) consecutive days of absence, the employee shall provide a physician's statement to verify said absence prior to returning to work.
- e. A record of accumulated leave days will be furnished to each employee no later than October 15th of each school year.
- f. Pregnancy leave shall be treated like any other disability. For pregnancy and other expected disabilities such as elective surgery, the employee must give the Board thirty (30) days written notice of their request to be on leave. Such a request shall state the expected start and finish of the leave.

A doctor's statement must be attached to the request that verifies the need for such a leave, the expected period of disability and the employee's immediate ability to continue work.

- g. **Attendance Bonus** – Employees who utilize zero (0) sick days for the school year will be able to receive a bonus of eight (8) hours pay at their pay rate at which it was earned. This bonus pay will be paid once each year as one payment in the second paycheck in June.

2. Leaves of absence with pay not chargeable against the employee's sick leave allowance shall be granted for the following reasons:

- a. Court appearance as a witness in any case connected with the employee's employment with the School District except employee versus the Board.
- b. An employee required to appear for jury qualification or service shall receive his/her pay from the Board for such time as a result of such appearance, or service, less any compensation received for such jury service or qualification.

c. **Personal Business Days:**

- 1) Personal days to a maximum of two (2) days per year shall be granted to attend to business which cannot be conducted or transacted outside the normal work day. Personal business days granted shall not be deducted from the employee's accumulated sick leave bank. Personal business days unused by the employee at the end of each calendar year shall be added to the individual employee's accumulated sick leave total.
- 2) Notification for use of a personal business day shall be done in writing at least seventy-two (72) hours in advance, except in cases of emergency.
- 3) Personal business days will not be granted for seeking other employment, hunting, fishing, or other recreational activities. Personal business days shall not be granted for the day preceding

and/or following a vacation period or holiday. Subject to the foregoing, any personal business days may be used to attend a school event of the employee's child, such as a field trip or field day, if a substitute for the employee is available.

- d. **Job Related Injuries.** In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law the employee will be paid the difference between the payments afforded by law and the employee's regular salary. Such differential will be deducted from the employee's sick leave accumulation. Upon exhausting available sick leave, the employee will only receive the payments afforded by law.
- e. **Bereavement Leave.**
 - 1) Three (3) days for each death in the immediate family. Immediate family shall be defined as parents, grandparents, ~~parents-in-law~~, brother, sister, brother-in-law, sister-in-law, spouse, son, daughter, grandchildren, son-in-law, daughter-in-law or relative living in the same house with the employee.
 - 2) Two (2) additional days in the event of a death of a spouse, son, or daughter or parents and parents-in-law.
 - 3) One (1) day per occurrence will be granted from the employee's sick leave accumulation to attend the funeral of any other person not covered by (1) or (2) above.

B. Unpaid Leaves.

- 1. The following leaves of absence, without pay or benefits, shall be granted by the Board upon written request of the employee for a period not to exceed one (1) year and may be extended for an additional year upon request of the employee and at the discretion of the Board:
 - a. Serving in an elected or appointed position (Public or Association.)
 - b. Prolonged illness of the employee or in the employee's family.
 - c. Job related training.

C. Child Care Leave.

- 1. The Board shall grant up to one (1) school year for the primary care of an infant child, (0-12 months).
- 2. An employee may make written application to the Superintendent for reinstatement prior to expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of maternity leave on the basis of each individual case. The reasonable right of the Board of Education would be grievable.

3. The child care leave shall be without pay or benefits, however, the employee upon return from the leave, shall have all previous benefits of this contract restored to him/her, but shall not accumulate any benefits while on such a leave.
4. The application for child care leave must be submitted to the Board thirty (30) days prior to the expected leave, must be in writing and must specify beginning and ending dates of the leave.

D. **Other Leave Provisions.**

1. **Return From Leave.**

- a. An employee returning from a leave of absence shall be returned to the same previously held position. If the position has been eliminated, the employee shall assume the position of the least senior employee providing the employee being bumped has less seniority than the employee returning. If the employee returning from leave does not have sufficient seniority to obtain a position, he/she shall be placed on a layoff status.
2. Other leaves of absence may be granted by the Board upon written request by the employee.
3. Upon return from leave, the employee's previously accumulated sick leave days shall be restored.
4. Benefits shall not accumulate during an unpaid leave of absence granted under this Article.
5. Employees on leave shall not be exempt from the provisions of the layoff procedure contained in this contract except the Board shall not be required to give notice of layoff for the duration of the leave.
6. If an employee does not return upon expiration of an unpaid leave of absence granted under this Article, he/she shall conclusively be deemed to have resigned.

E. **Military Leave.**

1. Time off, without pay, shall be granted to employees who are in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations.

F. **Family and Medical Leave.**

1. Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29USC 2601) for a total period of up to twelve (12) weeks per year.

2. The rolling twelve (12) month period will be utilized in all cases by the Board in assessing the amount of time an eligible employee has available for qualified leaves under the Act.
 3. The Board may require an employee to utilize and the employee may elect to utilize available paid leave time (e.g. sick leave, etc.) within the limitations set forth in the master contract. Such contractual leave time that corresponds to the purposes for which unpaid time afforded under the Act, will be utilized in computing available time off under the Act.
 4. In the event an employee and his/her spouse are employed by the district, whether within or outside of the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave time is attributable to a serious health condition that makes the employee unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by the Act.
 5. Insurance benefit payments will continue for an employee absent on a qualified leave under this section.
 6. Employees returning from such leave will be returned to their former position.
 7. In the event other portions of this Agreement extend greater benefits to an eligible employee in relationship to qualified leaves, the provisions of the Agreement shall prevail.
- G. The following general provisions will apply to all leaves of absence under this Article:
1. The leaves of absences under this Article shall be without pay and benefits subject to the provisions set forth in Section A.
 2. Except as set forth in Article IX, seniority shall not accrue while on leave under this Article.
 3. The position of an employee absent on an unpaid leave of absence may be filled with a substitute.
 4. Employees may be required to provide periodic status reports while on leave under this Article and will be required to provide medical verification or other certification in support of an initial request for leave.
 5. Failure to return to work at the end of an approved leave of absence will be considered a voluntary resignation and the Board may require the employee to repay the District for insurance premiums.
 6. All requests for unpaid leave are to be directed to the Superintendent's office. Where leaves of absence are foreseeable, employees are required to provide at least thirty (30) calendar days' notice. Where not foreseeable, employees are required to provide notice as soon as practicable.

ARTICLE XIII - HOLIDAYS AND VACATIONS

A. Holidays.

1. Employees working thirty (30) hours or more a week shall have the following days off with pay at their current schedule and rate, except as specified below:

Labor Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Day after Christmas

Day before New Years

New Years Day

Martin Luther King Jr. Day (when school is not in session)

Presidents' Day (when school is not in session)

Good Friday (when school is not in session)

Memorial Day

Independence Day (For only those employees whose work year is 45 weeks or greater)

Employees working less than thirty (30) hours per week shall have Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Jr. Day (when school is not in session), Presidents' Day (when school is not in session), and Good Friday (when school is not in session) off with pay at their current schedule and rate.

If the school calendar changes to delete any of the above holidays, the Association and the District will re-open the contract to address the holidays per Article XIII.

2. Employees required to work on the above named holidays shall receive double time for hours worked.
3. If an employee is on vacation on any of the above named holidays he/she shall be entitled to an additional day off at a later date that is mutually agreeable to the Board and the employee.
4. If a holiday falls on an employee's regularly scheduled day off, the employee shall celebrate such holiday on the closest regularly scheduled working day.

5. When an employee is absent the scheduled work day before and/or the scheduled work day after a holiday, he/she shall not receive salary for the paid holiday unless his/her absence is due to personal illness or death in the family. In case of personal illness, he/she shall receive pay for the holiday, provided he/she submits satisfactory proof of his/her illness, and further provided that he/she is eligible for any compensation during the pay period in which said holiday occurs.

B. Vacations.

1. Employees shall be allowed vacation leave as previously established.

Fifty-two week employees, beginning with the first day of the month nearest his/her date of hire, and including only those months or major portions of months he/she is on the payroll, shall earn vacation time as follows:

First and second years of continuous service - Five (5) days each year.

Third through fifth year of continuous service - Ten (10) days each year.

Sixth through fifteenth year of continuous service - Fifteen (15) days each year.

Sixteenth and each succeeding year of continuous service - Twenty (20) days each year.

Vacation time will be taken only after the anniversary date for vacation time earned.

An employee working less than a fifty-two week year, who becomes a fifty-two week employee in a different classification, shall earn vacation time as provided above. For purposes of earning vacation the employee's first day as a fifty-two week employee shall be the employee's date of hire.

An employee working less than a fifty-two week year who becomes a fifty-two week employee in the same classification, shall earn vacation time as follows: Five (5) days the first year as a fifty-two week employee if the employee has one or more years in the classification; ten (10) days the second year if the employee has three or more years of service in the classification; fifteen (15) days the third year if the employee has six years or more of service in the classification; and twenty (20) days the fourth year if the employee has sixteen or more years in the classification.

2. Vacation leave shall not be granted in excess of vacation credit earned by service prior to the starting date of leave.
3. Absence on account of sickness, injury, or disability in excess of that herein authorized for such purposes may be charged against vacation credit if approved by the administration.
4. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive, at their request, any unused vacation allowance at their current rate of pay.

5. In January of each year, each employee shall be furnished with a record of accumulated vacation days.
6. **Mandatory to Take.** Vacations must be taken each year. The Employer will pay off up to three (3) vacation days at the end of the year.

Request for vacations must be submitted to the administration by June 1st. The administration will attempt to honor each request but may have to release employees in order of seniority. In scheduling of vacation, the Board retains the reasonable right of assignment.

7. Employees terminating employment shall receive pro-rated earned vacation allowance based upon 1/12 of the vacation for each month or major fraction thereof between his/her anniversary date and his/her termination date.

ARTICLE XIV - COMPENSATION

- A. Employees shall be engaged in the type of work and classification as set forth in Appendix A and shall be compensated in accordance with said Appendix. Employees will receive Step increases for the 2018-2019 school years. Twenty Five Cents (.25) will be added to all classifications and levels making less than \$12.50 per hour covered under this agreement. Two percent (2%) will be added to all classifications and levels making more than \$12.50 per hour covered under this agreement.
- B. Time-and-one-half shall be paid for all work over eight (8) hours in one day and over forty (40) hours in any one week and for all hours worked on Saturday. Double time shall be paid for all hours worked on Sundays.
- C. An employee "called back" shall be compensated at the applicable overtime rate as set forth above for the time actually worked or three (3) hours, whichever is greater.
- D. If Administration is not available, the Lead Maintenance Technician shall conduct the "Weekend Building Checks". "Weekend Building Checks" shall be compensated at the applicable overtime rate, as set forth above for each day for the time actually worked or three (3) hours, whichever is greater. "Weekend Building Checks" shall not be deemed an "assignment of overtime" based on the uncertain nature of said Checks, therefore, assignment of "Weekend Building Checks" shall not be based on seniority.
- E. An employee using his/her personal vehicle at the request of the District shall be compensated at the per mile reimbursement rate established by the Internal Revenue Service.
- F. Tools or equipment (excluding motorized vehicles) requested in writing of the employee by the Employer which are damaged or lost while in the performance of their job duties shall be reimbursed at the rate of value by the District.
- G. Food Service employees shall receive a two (2) hour call-in time.

H. **Insurance Protection.** For each employee working thirty (30) hours or more the Board shall provide either MESSA PAK Plan A OR Plan B paid as follows:

Coverage shall be effective for a full twelve (12) month period.

The following shall be the coverage:

The Board shall provide insurance under a MESSA PAK either Plan A or Plan B as selected by the employee as described in the Jackson County Health Care Consortium. The Board shall pay eighty percent (80%) of annual total medical costs and the employee will pay the remaining twenty percent (20%) of the total medical costs. No employee contribution will be made for dental, life, vision and long term disability.

1. For those enrolled in Plan B the Employer shall provide a cash option of three hundred dollars (\$300.00) / month

The Employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. The employer will contribute the full amount of the deductible to a flexible spending account for the employee every January.

2.
 - a. Each employee working less than thirty (30) hours will have the opportunity to purchase health insurance available to other employee units as well as an alternative plan agreed on by the parties. Such purchase will be subject to rules and regulations of the various insurance administrators and/or carriers.
 - b. Payment for said insurance must be made to the District business office no later than the third (3rd) Monday of each month for the following month's insurance.
 - c. The District will be held harmless for any loss incurred by the employee as a result of the employee's failure to comply with 2(b) above.
3. The Board shall pay the premium for Twenty thousand dollars (\$20,000.00) of MESSA Group Term Life, AD & D, for all part-time employees.
4. The Board shall pay the premium for VSP 2 Silver, single subscriber only, for all part-time employees. Employees can pay the amount of VSP 2 Silver insurance to cover their families at no cost to the District. Premiums for additional family members will be paid to the District over 20 pays.

H. **Longevity.**

1. Longevity pay will be paid once each year as one payment in the second paycheck in June and based upon full years of continuous service as of January 1, of the current year
2. For the purposes of this calculation, days taken without pay (dock days) would need to occur within the twelve-month period preceding June 1. For the purposes of this subsection, said dock days would be the result of exceeding earned sick and personal leave days and/or days taken without benefits that have been approved by the Board of Education and thus eliminating the longevity benefit.

3. Longevity rate table reflects pay after years of continuous service in the first column through and including continuous years of service in the second column.

<u>Years of Service</u>	<u>Percentage*</u>
3 - 5	1.0%
6 - 8	1.5%
9 -11	2.0%
12 or more years	2.5%

* Calculated as follows: Hourly rate x regular per diem hours x 100 x % as would be applicable.

4. Eligible employees as defined under section H (1) will be eligible to receive a longevity pay check. The amount of the check will not exceed one hundred fifty dollars (\$150.00)

NOTE: The following language will be changed by a committee to a format like the teachers language.

- I. All employee support staff members with ten (10) or more years of service to the Napoleon Community Schools who retired under the Michigan Public School Employees Retirement System shall receive the appropriate stipend according to the following formula, provided he/she qualifies; Hourly Rate X Service Factor X Number of Sick Days Accumulated.

<u>Years of Service</u>	<u>Service Factor</u>
10	1.00
11-15	1.25
16 – 20	1.50
21 – 25	1.75
26 – 29	2.00
30 +	2.50

For example: A bargaining unit member who retires under MPSERS with 17 years of service with an hourly rate of \$15.00, and a sick day accumulation of 120 days would receive the following stipend: (\$15.00 / hour x 1.50 service factor x 121 days sick time = \$2,700.00.)

For the purposes of this formula only, (Article XIV, Section I) there will a cap of one hundred and twenty one (121) accumulated sick days.

- J. **Mechanic Uniforms.** The District will provide the mechanic(s) with up to five (5) uniforms of either shirt and pants, or coveralls per week. The provider of the service shall be selected by the District.
- K. **Mechanic Certification.** The District will pay for the annual renewal of any District-required mechanic certifications.
- L. The District will pay Two Hundred dollars (\$200.00) per maintenance employee per year for clothing.

ARTICLE XV - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board pertaining to this bargaining unit. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be prepared as soon as possible after signing.
- C. Copies of the contract shall be provided for all employees, at Board expense, and a copy shall be sent to each new employee with their letter of appointment.
- D. If any provision 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 and applications shall continue in full force and effect.

ARTICLE XVI - DURATION OF AGREEMENT

This Agreement covers the period from August 19, 2018 and expiring on August 18, 2019. Any other amendments and/or additions resulting from the negotiations of this Agreement shall not be retroactively implemented absent expressed written agreement between the parties. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

THE BOARD OF EDUCATION:

Traci Spring
President

Judith Bostedor
Secretary

James E. Noel
Superintendent

2-11-19
Today's date

THE ASSOCIATION:

Karen L. Ziviani
President, Napoleon ESP

Melissa Anderson
President, JCEA

Marta Rehberg
MEA/UniServ Director

2-15-19
Today's date

APPENDIX A - SALARY SCHEDULE

- A. Employees moving to a higher wage rated position within a classification will be placed at Step A.

Employees moving to a lower wage rated position within a classification will be placed at Step C.

New employees will be placed on Step A.
- B. Employees moving between classifications will be placed at Step A.
- C. Moving for purposes of Section A and B shall be defined to include reassignment through layoff, recall or transfers.
- D. Increments will be granted to school-year and other employees working less than twelve (12) months effective July 1 provided the employee worked at least 150 days in the preceding fiscal year. The 150 days shall include paid leave time.
- E. Increments will be granted to twelve (12) month employees effective July 1 provided the employee worked at least 220 days in the preceding fiscal year. The 220 days shall include paid leave time.

APPENDIX A-1

NAPOLEON ESP
SALARY SCHEDULE
2018-2019

<u>Food Service</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Technical Assistant	\$10.04	\$10.22	\$10.51
Kitchen Coordinator	\$11.58	\$11.75	\$12.04
Specialist	\$13.11	\$13.28	\$13.60
<u>Custodial, Maintenance, Mechanic</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Custodial	\$18.85	\$19.02	\$19.42
Head Custodian (Days)	\$19.56	\$19.81	\$20.25
Maintenance / Mechanic	\$21.89	\$22.28	\$22.94
<u>Paraprofessionals</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Student Supervision / Clerical	\$9.78	\$10.00	\$10.26
Instructional	\$10.59	\$10.73	\$11.04
Special Needs	\$11.51	\$11.67	\$11.94
Library	\$10.52	\$10.68	\$10.91
Library Aide off schedule			\$13.11
<u>Secretarial</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Secretary	\$15.10	\$15.36	\$15.77
<u>**Secretarial – Off Schedule</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Secretary	\$16.10	\$16.26	\$16.65

