

MASTER AGREEMENT

between

NORTHWEST EDUCATIONAL SUPPORT
PERSONNEL
ASSOCIATION/JCEA/MEA/NEA

and

NORTHWEST COMMUNITY SCHOOLS
BOARD OF EDUCATION

July 1, 2019-June 30, 2024

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AGREEMENT

This Agreement is entered into upon all parties' ratification between the Northwest Community Schools (hereinafter referred to as the "Board," "District," or "Employer") and the Jackson County Education Association (hereinafter referred to as the "Association").

(Note: The headings used in this Agreement and appendices neither add to nor subtract from the meaning but are for reference only.)

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Association.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 – RECOGNITION

- A. **Bargaining Unit Classifications** Pursuant to, and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended (the “Public Employment Relations Act” or “PERA”), the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below.

The bargaining unit shall consist of non-supervisory employees in the following classifications, subject to section “c” below:

| | |
|---------------------------|-------------------------------------|
| Maintenance | Special Education Paraprofessionals |
| Student Supervisory Aides | Instructional Paraprofessionals |
| Child Caregiver Aides | Utility Workers |
| Library Technicians | ABC Room Aides |
| Delivery and Grounds | |

- B. **Definitions.** The term "Employee" when used herein shall refer to employees included in the unit for bargaining as set forth in this Agreement and references to male employees shall include female employees. The term "Board" or "Employer" when used herein shall refer to the Board of Education. The Superintendent, and other central office administrators, principals, and assistant principals, and all other supervisory personnel are considered agents of the Board within the meaning of PERA.

- C. **Non-Covered Employees.**

1. Supervisors, substitute, temporary, irregular, and part-time employees are not covered by this agreement. For purposes of this Agreement, part-time employees include those who work less than ten (10) hours per week and work three (3) or fewer days per week.
2. Bus drivers must be regularly scheduled to work at least a one hour per day in order to be covered by this contract.

ARTICLE 2 - 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 this Agreement.
- 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.
- D. If at the request of the Board an employee is engaged during the school day in negotiating in behalf of the Association with any representative of the Board, he shall be released from regular duties without loss of salary and without deduction from sick leave.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. **Grievance Defined.** A “grievance” is a written claim by an employee(s) or the Association that there has been an alleged violation of any provision of this Agreement.

B. **Procedure**

1. **Informal Conference.** The grievant(s) shall discuss the grievance with the grievant’s immediate supervisor within ten (10) workdays of the alleged contract violation with the intent of resolving the issue. If the complaint involves an individual employee(s), an Association representative may be present if requested by either party.

2. **Written Grievance.** If the grievance is not resolved in the informal conference, the grievant shall reduce the grievance to writing and presented to the immediate supervisor within ten (10) workdays of the incident giving rise to the grievance.

All written grievances shall include:

- (a) Who is affected by the alleged contract violation;
- (b) What happened;
- (c) The dates of the alleged contract violation;
- (d) The location in which the alleged contract violation occurred;
- (e) What section(s) of the contract have allegedly been violated;
- (f) What remedy is requested;
- (g) The signature of the grievant and/or appropriate Association official.

Step 1 - Immediate Supervisor. The written grievance may be presented to and discussed with the immediate supervisor by the employee and/or no more than two (2) Association representatives. Within ten (10) workdays after receiving the written grievance, the supervisor shall communicate his/her decision in writing, together with the supporting reasons, to the Association. The grievance disposition will be delivered to the grievant(s) on same day that it is issued.

Step 2 - Superintendent. If the Step 1 decision is not satisfactory to the grievant(s), the Association may appeal the grievance to the Superintendent or his/her designee. Such appeal shall be made within five (5) workdays from receipt of the supervisor's decision. The appeal shall include a copy of the written grievance accompanied by a copy of the previous decision. Within ten (10) workdays after delivery of the appeal, the Superintendent or his/her designee shall investigate the grievance and shall communicate a decision in writing to the Association. As part of the investigation, the Superintendent or his/her designee may give an opportunity for the grievant and/or the Association representative to be heard. The grievance disposition will be delivered to the appellant on same day that it is issued.

Step 3 – Arbitration. If the grievance remains unresolved at the conclusion of Step 2, it may be submitted to binding arbitration at the request of either party, provided written notice of the request is delivered to the opposing party within twenty (20) workdays after the receipt of the Step 2 written decision.

- (a) Following the written notice of request to arbitrate, the Association and a designee of the Board shall select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within fifteen (15) workdays after the date of the request for submission, the Association shall, within thirty (30) workdays, formally file a demand for arbitration with the American Arbitration Association and the arbitrator shall then be selected according to the rules of the American Arbitration Association.
- (b) The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.
- (c) The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement. No evidence shall be introduced in any arbitration hearing which has not been previously presented to the other party. The arbitrator shall not render any decision which would require or permit an action in violation of state or federal law. The termination of probationary employees shall not be subject to arbitration.
- (d) The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

C. General

1. **Definition of Workdays.** "Workdays" as used in this grievance procedure shall be all days, Monday through Friday, regardless of whether school is in session for students, but shall exclude Saturdays, Sundays, holidays observed by the Employer or when the central office is not open.
2. **Extension of Time Limits.** Time limits may be extended in any specific instance by mutual agreement in writing.
3. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specific time limit shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.
4. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process the grievance and therefore the District's last answer shall constitute the final disposition of the grievance.
5. **Individual Employee Grievance.** 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 as provided by law.

6. **Waiver of Representation**. If a grievant decides he/she does not want his/her Association representative to intercede for him at any stage of the grievance procedure, he/she shall sign a waiver to that effect.
7. **Information Requests**. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.
8. Either party may involve their representative at any and all stages of the grievance proceedings.
9. When it is determined through the Grievance Procedure that the Employer violated the terms of this contract, causing the loss of wages for an employee, the Employer will reimburse the employee for the earnings he lost.
10. A Grievance Diagram is attached as Appendix B-1.

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by the way of illustration and not by way of limitation, the right to:
1. Continue its rights, policies, and practices of assignments and direction of its personnel, determine the number of personnel and scheduling of all the foregoing so long as not in conflict with the specific provision of this Agreement.
 2. The right to establish, modify, or change any work or business or school hours or days so long as not in conflict with the specific provisions of this Agreement.
 3. The right to direct the working forces, including the right to hire, promote, transfer, discipline, and/or reassign employees; assign work or duties to employees; determine the size of the work force; and to lay off employees so long as not in conflict with the specific provision of this Agreement.
 4. Determine the services, supplies, and equipment necessary to continue its operations; to determine all methods and means of distributing and/or selling its services; methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work, including automation or contracting; or the institution of new and/or improved methods or changes.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees or applicants, including requirement for physical examination.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building, or other facilities.
 8. Determine the placement of operations, production, service, maintenance, or distribution of work and the source of materials and supplies.
- B. Policy-making functions rest exclusively with the Board.

ARTICLE 5 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. **Grievance Investigation and Processing** Association Representatives, during their working hours, shall suffer no loss of time or pay while investigating or processing a grievance to be presented to the Employer if the following procedure is followed:

1. On receipt of a grievance the Association Representative may find it necessary to process the grievance immediately. He/she shall therefore notify his/her immediate supervisor and request released time.
2. If a substitute is needed the Employer will obtain one as soon as possible. However, the Association Representative will not leave his/her assigned task until the substitute has arrived or until the determination has been that one is not necessary.
3. On arrival at the location of the alleged aggrieved employee's place of employment, the Association Representative shall report his/her presence to the person in charge or his/her authorized representative. Having completed his/her mission, he/she shall return to his/her assigned task and notify his/her immediate supervisor of his/her return.

B. **Association Representative.**

1. The Association shall keep the Employer advised, in writing, of the names of all officers, Association Representatives and alternate Association Representatives at all times.
2. A total of not to exceed 20 (twenty) hours per year of released time for each Association Representative shall be granted.

C. **Special Conferences.**

1. Special conferences for important matters will be arranged between the Unit Chairperson and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two representatives of the Association and two representatives of the Employer.
2. Arrangements for such special conferences shall be made in advance. Conferences shall be held between the hours of 9:00 A.M. and 3:30 P.M. The members of the Association shall not lose pay for time spent in such special conferences. This meeting may be attended by a representative of the local Association and a member of the JCEA Affiliates Association.
3. The Association representative may meet at a place designated by the employee on the Employer's property. If the JCEA Association representatives are to appear, up to 1/2 (one-half) hour may be allowed for them to confer preceding the conference. If outside representatives are to be present, either party shall notify the other of their intent to call in same at the time arrangements are made for the meeting.

- D. **Bulletin Boards**. The Employer will provide bulletin board space in each building which may be used by the Association for posting official Association notices.
- E. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.
- F. **Use of Facilities**. The Association and its members will have the right to use school building facilities for meetings in accordance with school policy.
- G. The Board will furnish to the local chairperson the agenda and minutes of all public school board meetings.
- H. **State Association Activities**
1. Members of the Association elected to attend a function of the State Association such as conventions or educational conferences shall be allowed time off without pay to attend such conferences and/or conventions. No more than five (5) members shall be allowed to attend such conventions or conferences at any one time. No more than two (2) members from one classification will be allowed to attend such conventions or conferences at any one time.
 2. The above provision is void unless the computerized absence system is executed and filed with the supervisor at least forty-eight (48) hours prior to the date of the absence except in cases of emergency when forms shall be filed later.
- I. **Association Release Time**
1. During the work year the Association President, or his/her designee, will be given ten (10) work days for Association business. Said days shall be scheduled and used at the discretion of the Association President. Up to an additional ten (10) days for Association business shall be granted with the Association reimbursing substitute costs. Additional time may be granted by the Superintendent of Schools - should the seriousness of the situation warrant
 2. The above provision is void if any of the above days are used by officers or members to participate in strike related activities in other school districts.
 3. Association release time shall not be used during summer work.
- J. **Use of District Mail Service**. At any time during the school year while school is in session the Association may use the District mail service for official communications to members. The Association shall assume responsibility for contents of communications.
- K. **District Calendar Committee**. The Association president or designee shall be notified and have the right to attend all meetings of the calendar committee established by the Board and the Northwest Education Association. The Association representative shall be a voting member of the committee and shall not be able to block consensus on a calendar.

- L. Release Time Reimbursement. The Association agrees to compensate the school district for Michigan Public School Employee Retirement System contributions attributable to released time and professional services leave.

ARTICLE 6 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Nothing contained in this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Revised School Code or other applicable laws and regulations.

Employees covered by this Agreement may join the Association and voluntarily pay dues or may choose not to join the union and not pay dues.

- B. **Personal Life**. Employee's personal lives are not within the appropriate concern of the Board of Education unless it adversely affects the performance of their duties or negatively reflects on the District.

- C. **Assault**. Any case of assault upon an employee in performance of his/her duties shall be promptly reported to the Employer or its designated representative. The Employer will provide legal counsel to the extent covered in the district's liability insurance and assuming no ethical conflict exists, will advise the employee of his/her rights and obligations with respect to such assault in connection with handling of the incident by law enforcement and judicial authorities.

- D. **Complaints**. Before disciplinary action is taken upon a complaint, an investigation will be conducted and the complaint will be brought to the employee's attention.

E. **Reimbursement for Personal Property**

1. The Board will reimburse an employee for any loss, damage, or destruction of clothing or personal property, excluding cash and automobiles which have not been properly secured, of an employee while on duty in the school or on school premises, when such loss or damage, in the Superintendent or designee's sole discretion, is not a result of the employee's negligence.
2. Reimbursement shall be limited to the differences in cost between actual replacement costs and the amount actually and legally recovered from the persons involved, minus any amounts paid by the employee's or district's insurance company, and shall be made only upon the occurrence of one of the following events:
 - a. Assault on the employee.
 - b. Thefts from the employee.
 - c. Malicious destruction of the property of the employee.
3. In no event will said reimbursement exceed the amount of six hundred dollars (\$600.00) cumulative to any employee in one (1) year. [District will agree to increase this from 500-600 only if Association agrees to withdraw its proposed changes to Article 6.E.2]
4. None of the provisions of this Article are intended to duplicate either payments by or coverage by other insurance carriers.

F. **Student Discipline**

1. The Employer will support and assist employees with respect to maintenance of control and discipline of students in the employee's assigned work area. The Employer or its designated representative will take reasonable steps to relieve the employee of responsibilities in respect to students who are continually disruptive, repeatedly violate rules and regulations.

It is clearly understood that employees having direct supervision of students will maintain proper control and discipline of students under their jurisdiction. Failure to maintain proper control of students could result in discipline and/or discharge of the involved employee.

2. In the event inappropriate behavior or disturbances occur which may result in injury to the student or another person or damage to property, employees are expected to take such action that any reasonable and prudent adult would take and only such action that is in accordance with the law.

- G. Except as otherwise specified the Employer shall provide the tools and equipment necessary to do assigned work.

- H. **Unsafe Work Conditions** The employee(s) will inform his or her supervisor of any job hazard as soon as the employee first becomes aware of any unsafe areas, conditions, or defective equipment. The employee will exercise reasonable safety precautions in the pursuit of the employee's duties and correct hazardous and unsafe conditions occurring within the realm of the employee's responsibility and capability. The Employer, upon notification of an alleged unsafe condition, shall investigate such condition and shall make reasonable adjustments in such condition if, as the result of the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee(s).

- I. The Employer agrees to provide the local president with an electronic version of this Agreement and post a copy of this Agreement on the District's web page.

- J. **School Improvement**. The parties agree employee participation in decision making is effective in providing positive results for education. The topic of School Improvement is of interest to both the District and the Association.

School Improvement Committee decisions that require a deviation from this Agreement will be permitted only after a properly executed Letter of Agreement between the Association and the Board.

K. **Least Restrictive/Medically Fragile**

1. The Board shall, upon request, bargain with the Association about problems that may arise regarding the implementation of the Least Restrictive Environment concept or education of Medically Fragile students.

A committee comprised of the building principal, teachers and special education para-professional providing instructional services to a student with a disability (emotionally impaired, trainable mentally impaired, severely mentally impaired, severely multiply impaired, autistically impaired, physically or otherwise health

impaired) shall on a case-to-case basis mutually determine the training, observation opportunities, and other support to be provided to the teachers and special education para-professional and the level of information awareness to be provided to other building staff. The training shall include administration of medication and medical procedures, if any, required for the student. Due care will be taken to comply with the family educational rights and privacy act and appropriate confidentiality will be maintained at all times.

2. The Board shall give all staff who provide instructional services to a student with a disability the opportunity to attend the student's IEP meetings. Adequate notice to the appropriate staff member shall be given when the notice is prepared and sent to the Intermediate School District and sent to the student's parents. Notice to staff of IEP meetings may also be given by email.
3. In cases where the para-pro has concern for the safety of the para-pro or student, the para-pro may ask for a review of the para-pro's caseload by the administrator and the teaching consultant. Within two (2) weeks, the review will be done with the input of the para-pro and the teacher. A joint recommendation to the superintendent shall be made to address the concerns. The superintendent will respond within a week of receiving the recommendation.

L. **Training**

1. All support staff may be provided training on current topics on parent teacher conference day, early release, or other staff development days. If the Superintendent or designee approves the training in writing (prior to the training), all support staff will be paid for this training at their regular rate per hour. The Association may suggest topics for classification appropriate training, such as CPI, Autism, Follet (library) or other similar offerings.
2. The Association shall have a paraprofessional representative on any professional or staff development committee established at the building level.
3. The parties recognize that it may be beneficial for paraprofessionals to attend certain teacher professional development sessions. Paraprofessional attendance at such sessions shall be subject to approval by the Superintendent or designees.

ARTICLE 7 – EVALUATION

- A. Employees shall be formally evaluated at least every other year .

During the term of this contract, the District will formulate an evaluation tool. At the beginning of this formulation process, the Superintendent and/or his designee will offer to meet with two representatives of the bargaining unit and the Uniserv director to gather input on the process. The form and implementation of the final evaluation tool will be in the sole discretion of the District. The goal will be to have a finalized tool available for use by the end of year two of this contract.

- B. Evaluation records shall be kept on forms provided by the personnel office by the appropriate supervisor.
- C. Each employee shall receive a copy of his/her evaluation.
- D. An employee shall have the right to review the contents of his/her file and to have a representative of the Association accompany the employee in such a review.
- E. Child Care/Giver Aides will be evaluated by the Director of the Child Care Center or their designee.
- F. **Personnel File.**

1. . An employee may obtain a copy of the information or part of the information contained in the employee's personnel record upon request. The employee may submit a written notation regarding any material in the employee's personnel file and the same shall be attached to the file copy of the material in question. The statement shall not exceed 5 sheets of 8.5" by 11" paper.

No disciplinary material originating in the District after original employment will be placed in his/her personnel file unless the employee has been furnished a copy of such material. The signature of an employee on any materials placed in his/her file not originating from the employee shall not signify agreement but only the fact that he is aware of such material. If the employee believes that material placed in his/her file is false or in error, such material will be removed or corrected upon evidence or proof of its invalidity or error.

2. Any material originated by the District and contained in the employee's personnel file which is more than four (4) years old, and to which there is no more recent reference in the file, may upon the written request of said employee, be removed, providing the material does not relate to misconduct and the removal is not otherwise prohibited by the school's record retention policy or by law.
3. Any material removed from an employee's personnel file shall be destroyed or retained in a separate file as determined by the Board.

ARTICLE 8 - DISCIPLINE, DEMOTION, DISCHARGE

- A. **Just Cause**. Employees may be disciplined only for reasons of just cause. This standard signifies that a disciplinary action must be supported by the results of an investigation, and that any resulting disciplinary action must have a rational relationship to the employee's conduct which forms the basis for the disciplinary action. The provisions of this paragraph shall exclude the failure to re-employ any probationary employee. Probationary employees are at-will employees, and the Employer shall have the sole right to discipline, layoff, suspend, or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained herein.

Disciplinary actions include but are not limited to: an oral warning (memorialized in writing), a written warning, a written reprimand, or paid or unpaid suspension. Nothing in this contract requires that these disciplinary measures be applied sequentially or progressively, however in making its determination the District agrees that, if the investigation of the situation supports a determination of gross misconduct or unprofessional behavior warranting a disciplinary action the decision to determine the level of discipline shall be guided by the following standards:

1. The seriousness of the offense, infraction, misconduct, or other behavior on which the discipline is based;
 2. The employee's prior disciplinary record;
 3. How an employee's engaging in similar or like offenses have been disciplined in the past where there were comparable circumstances and involving similarly situated employees;
 4. The existence of aggravating or mitigating factors.
- B. **Progressive Discipline**. For instances that are not deemed gross misconduct or unprofessional behavior the Employer, in recognition of the concept of progressive correction shall notify the employee in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction.
- C. **Demotion**. Employees may be demoted or downgraded to lower rated positions for any of the following reasons:
1. At the employee's request.
 2. Less than satisfactory performance in present position as supported by written documentation.
 3. Continuation in present position may injure the employee's health as supported by written documentation.
 4. For just and reasonable cause.
- D. **Association Notice of Discipline** The Association shall be notified, in writing, of any disciplinary, demotion or discharge action within three (3) workdays of the date of such action.

E. **Right to Representation**

1. An employee shall be entitled to have present, a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When such a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. In any case, no employee shall be publicly reprimanded except for immediate safety issues.
2. An employee will be allowed to discuss his/her discharge or discipline with the Association Representative of the District and the Employer will make available an area where the employee may do so before the employee is required to leave the property of the Employer. Upon reasonable request, the Employer or its designated representative will discuss the discharge or discipline with the employee and the Association representative.

ARTICLE 9 - PROBATIONARY PERIOD

- A. **Seniority** New employees hired into the bargaining unit shall undergo a probationary period of one-hundred and twenty (120) days of work from their initial date of hire. Upon completion of his/her probationary period, the employee shall obtain seniority status and his/her name shall be entered upon the seniority list as of one-hundred and twenty (120) days of work after their initial date of permanent employment.
- B. **Representation** Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period except, that the termination of such probationary employee shall not be subject to the grievance procedure.
- C. **Insurance Benefits**. Probationary employees shall not be entitled to insurance benefits as provided in Article 21, unless otherwise required by law.
- D. **Leave and Vacation Credit**. Leave day credit and vacation time credit shall accrue during the probationary period, but it may not be used during such period. PMLA leave may be used after 30 days of employment. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday as per the Master Agreement.
- E. **Extended Absence**. If a probationary employee is absent for an extended period of ten (10) consecutive workdays or more due to a verified emergency such as accident, surgery, or hospitalization, the probationary period may be extended by the duration of such emergency.

ARTICLE 10 – SENIORITY

A. **Accrual of Seniority.** A master system District-wide seniority list and classification seniority list shall be compiled and posted each year on appropriate bulletin boards and copies given to the president of the Association for each member of the bargaining unit by October 15 and May 15 of each school year. New employees shall be added to these lists. System seniority shall commence on the date the employee commences regular employment. Classification seniority shall commence on the date on which an employee is assigned regularly to a department. For the purposes of both system and classification seniority, the following shall apply:

1. In the event two (2) or more employees are assigned to a classification or begin work on the same day, the date and time of the job application from which they were hired shall determine the position on the list.
2. An employee on an authorized leave of absence for more than twelve (12) months for reasons other than medical or Union business will not accrue seniority while on an approved leave.
3. Seniority shall be measured from the last date of hire. That date shall become the seniority date and number for each employee.
4. Employees who change departments shall hold inactive seniority in the classification in which previously employed. Inactive seniority shall only be used for the purpose of layoff and recall.

Employees assigned on a temporary basis to another classification shall continue to accrue seniority in their original classification.

If the employee is currently employed in the temporary position he/she may use days exceeding one (1) year in the position to bid on posted positions within the temporarily assigned department. The one (1) year of temporary service must be continuous.

If successfully placed permanently in the department, a seniority date will be given effective on the date after one (1) year of temporary service.

5. A new employee may be granted up to two (2) years' experience credit (except for new maintenance department employees who may be granted up to five (5) years of experience credit) only for purposes of placement on the wage schedule for prior comparable work experience.

B. **Discrepancies** All alleged discrepancies in the seniority lists must be communicated in writing to the personnel office by 3:00 p.m., the third (3rd) Friday of November and June. If no discrepancies are noted within appropriate time this list shall become final. This date may be waived by joint agreement between the Association and the Board in the event of extenuating circumstances.

C. **Termination of Seniority**. Seniority shall terminate if:

1. The employee resigns or retires.
2. The employee is discharged and the discharge is not reversed.
3. The employee fails to return to work following recall as hereinafter provided.
4. If the employee overstays a leave of absence granted for any reason, as hereinafter provided, unless an extension has been granted before lapse of absence.
5. Involuntary layoff for twenty four (24) months or the number of months of prior work service in the District, whichever is shorter.

The employee who is scheduled to work and is absent from work for five (5) consecutive workdays without proper notification shall be subject to disciplinary action and possible loss of seniority.

ARTICLE 11 - REDUCTION OF STAFF

- A. **Definition** The word “layoff” shall mean a reduction in the Employer’s work force.
- B. **Joint Meeting** When a layoff or reduction in hours is anticipated, a meeting will be held with the Administration and the Association. Upon request, factors to be explained will include cause of the layoff or reduction, personnel involved, and other issues relating to the new work schedule. In the event of a reduction in hours, no bumping as provided below will be permitted unless the employee has had his/her schedule reduced by 30 or more minutes per day.
- C. **Layoff Procedure**
1. The Employer shall first identify the number of positions in each classification in each department to be eliminated and shall notify the employees with the least classification seniority of their displacement.
 2. A displaced employee, or an employee whose hours have been reduced by more than thirty (30) minutes per day may use his/her classification seniority to bump the employee with the least classification seniority, working up to the same amount of hours. The employee may also bump into a lower paid position in the same classification.
 3. A displaced employee with inactive seniority in another classification may use such seniority to bump the least senior employee working the same amount of hours in the other classification, providing the employee requesting to bump back into their previous classification has greater District seniority than the person they are seeking to displace. If an employee has inactive seniority in more than one department the employee may only bump into the department in which such inactive seniority is the greatest.
 4. Displaced employees shall have five (5) work days after receiving a written notice of displacement to exercise such bumping rights.
 5. After the expiration of the five (5) work day period, employees without a position and those remaining in the positions scheduled for layoff shall be given written notice of layoff at least fifteen (15) work days prior to the effective date of the layoff.
 6. The remaining employees shall be assigned the remaining positions within each classification and department based on their department seniority. An employee may claim seniority over any other employee in the same classification for the purpose of maintaining the hours the employee previously worked, provided the employee has more department seniority than the employee sought to be replaced.
- D. **Reduction in Hours** When there is a reduction in the hours scheduled of more than 30 minutes per day in a classification without a layoff an employee may claim seniority over any other employee in the classification for the purpose of maintaining one’s normal work schedule provided the employee has more classification seniority than the employee he/she needs to replace, meets the qualifications for the position, and demonstrates the

ability to perform the work during a twenty (20) work day trial period as provided in Article 13, B. 4. No reduction in hours shall take effect until the Department Supervisor gives three (3) work days written notice to the employee involved. An employee must exercise seniority rights under this section by written notice to the Department Supervisor within three (3) work days after receipt of a reduction in hours notice.

E. Recall Procedure

1. Employees will be recalled by classification in the inverse order of layoff with the employee with the most seniority in the classification, active or inactive, recalled first.
2. Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. It shall be the obligation of the employee to inform the District of their proper change of address during the period of layoff. If an employee fails to report to the Employer within ten (10) calendar days from the date of mailing of notice of recall, the employee shall be considered as a voluntary quit unless during said ten (10) calendar day period the employee is granted a leave of absence without pay by the Employer for a definite period of time, or an emergency situation beyond the control of the employee prevented the employee from returning as scheduled.
3. When a position is eliminated and is later reinstated, the employee transferred out of that position shall be offered the job before it is filled by recall or posted.
4. Employees shall have recall rights for a period of two (2) calendar years following the effective date of their layoff, after which time all recall rights shall expire.

F. Child Care

1. Both parties recognize that the participation of children in the Child Care Center's programs may vary from day to day. When it is necessary to reduce the working hours of the Child Care/Giver Aides, the employee with the least amount of department seniority will have his/her hours reduced first.
2. Child Care/Giver Aides who report to work and are then sent home for lack of enrollment will be paid for a minimum of one (1) hour work at their regularly hourly rate for that day.
3. In the event it becomes necessary to reassign staff in the Child Care Center because of fluctuating enrollment, Child Care/Giver Aides may be assigned to other than their regular room assignments for the given day. For purpose of clarification, such assignments are not transfers, but instead are made so that senior employees remain in the work-place.

ARTICLE 12 - VACANCIES, PROMOTIONS, TRANSFERS

A. Vacancies

1. **Definition.** A vacancy shall be defined as any position within the bargaining unit, either newly created or a present position that is not filled, excluding temporary vacancies and current positions which are being eliminated or the District does not intend to fill. Any position filled on a temporary basis for one (1) year shall become a vacancy and be posted as per this Article.

2. **Child Care**
 - a. Child Care/Giver Aides postings will not list individual room assignments. Individual Child Care/Giver Aides preferences for room assignment will be taken into consideration, but the director of the program will be responsible for making final room assignments for Child Care/Giver Aides. Work in the Room Supervisor category will also be posted.
 - b. Due to fluctuations of enrollment in the Child Care program, twenty (20) workdays may lapse before the Board must make a determination whether to declare a job vacant, to change its duties and hours, or to add a new assignment. The position in question will be filled on a temporary basis until a determination is made within the twenty (20) workdays.

3. **Posting.**
 - a. Within five (5) workdays after a job becomes vacant, the Board may eliminate such vacancy, or subject to the terms of this Agreement, change its duties and hours of work. The Employer must post any vacancy within five (5) workdays after the job becomes vacant. However, once a posting is made, it is to be considered factual and can only be changed by mutual consent. The Board must make known its decision on filling all posted jobs within ten (10) workdays after the expiration of the posting period.
 - b. Vacancies shall be posted in all buildings for at least five (5) working days before the appointment is made.
 - c. The following format shall be used to advertise the position:
 - (1) Type of work
 - (2) Place of work
 - (3) Starting date
 - (4) Rate of pay
 - (5) Hours to be worked
 - (6) Classification
 - (7) Qualifications, including any licensing requirements.
 - (8) Benefits (insurances, leave time, etc.) provided for the position.
 - d. If an employee's regular hours are increased by one (1) hour or more for at least ninety (90) out of one hundred-eighty (180) days in a school year,

and the district plans on continuing the increase of hours into the next school year, the District will repost the position stating the regular hours which will be scheduled and allow any employees within the job classification to apply for the reposted position.

4. **Laid Off Employees.** If a vacancy occurs while there are employees on layoff the following procedures will be in effect.
 - a. Recall laid off employee(s) per Article 11, to a vacancy while it is posted.
 - b. Fill the vacancy and subsequent vacancies that may arise by posting while the laid off employee(s) works the posted job(s).
 - c. At the point there are no more bidders allow the recalled employee(s) to remain in that "last" position.
 - d. It is understood between the parties that, for temporary vacancies within their classification, laid off bargaining unit members will be called on a seniority basis to fill temporary vacancies prior to substitutes being called. If that member declines or cannot be reached within a reasonable time, the next member will be contacted, etc. until all vacancies for that day are filled.
 - e. If a laid off bargaining member fills a temporary vacancy in the same classification from which the employee was laid off, the employee shall receive his or her regular pay from the first day of the assignment, but benefits will not begin until the member is in the assignment for more than sixty (60) consecutive work days.
 - f. If a laid off bargaining member fills a temporary vacancy in a classification other than the classification from which the employee was laid off, the employee shall receive Step 1 rate of pay for that classification, but Benefits will not begin until the member is in the assignment for more than 60 consecutive work days.
 - g. It is further understood that such work does not impair the bargaining unit member's recall rights nor does it supersede the rights of bargaining unit members not on layoff.

5. **Application Process**
 - a. Any employee may apply for a posted vacancy. Ten (10) month employees will be sent notice of vacancies that occur over the summer via school email.
 - b. It will be the employees' responsibility to contact the Administration if they wish to bid on any job opening that occurs while they are on vacation or otherwise absent. Employees may bid on a vacancy while on any leave of absence, including Worker's Compensation, provided said employee is scheduled to return to work prior to the date the position is to be filled.

- c. If an employee desires to be considered an applicant for a posted position he/she shall make application in writing during the posting period.
 - d. A posted position may be filled on a temporary basis during the posting period.
 - e. If an employee awarded a posted vacancy elects to revert to the employee's former classification during the trial period or is removed from the new position during the trial period, the district may award the vacancy to one of the other qualified bidders in accordance with the standards set forth in this article, 12-B, and shall not be required to repost the vacancy.
6. The Association President or designated representative shall receive notice of the name of the employee(s) selected by the Board if the Association identifies the Association President or designee, in writing, within 2 weeks of their election or any change to the position..
7. **Rates For New Job** When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the Association prior to establishing a classification and rate structure. In the event the Association does not agree that the description and rate are proper, it shall be subject to negotiation.
- B. **Promotions -- Definition.** For the purpose of this Article, promotions shall be defined as advancing an employee within a classification with a greater hourly wage than the employee is currently earning.
- 1. **Applicants Within the Classification.** Promotions within the bargaining unit shall be filled by the applicant within the classification who has the ability to perform the work and possesses the necessary skills required for the job and is qualified to perform the same as determined by the Board. This means that with minimum instruction and a break-in period the work can be performed satisfactorily without impairing the efficiency of the operation. If the above conditions can be equally met by the applicants the selection will be based on seniority. The applicant selected shall be granted a trial period of up to twenty (20) days of work to determine:
 - a. His/her desire to remain in the position.
 - b. His/her ability to perform the job as determined by the supervisor with advisory input from the department head or designated peer.
 - c. If the promotion is to Head Maintenance, the ability to direct others shall be a criteria to be considered.
 - 2. **Applicants Outside the Classification** In the event there are no qualified applicants from within the classification, the vacancy shall be posted outside the district. Candidates employed within the bargaining unit but outside of the classification of the open position shall be given equal consideration by the District prior to making its determination for filling the vacancy based on the highest qualifications of the candidates for the position. The applicant selected shall be granted a trial period of up to twenty (20) days of work to determine:

- a. His/her desire to remain in the position.
 - b. His/her ability to perform the job as determined by the supervisor with advisory input from the department head or designated peer.
 - c. If the promotion is to Head Maintenance, the ability to direct others shall be a criteria to be considered.
3. **Minimum Qualifications** Current employees in any classification shall be given preference based on the District-wide seniority for any of the following open positions: cook helpers; student supervisory; delivery and grounds and maintenance helper. However if the applicant holds another position in the District he/she will not be given preference if his/her filling of the position will result in a schedule that is over forty (40) hours per week.
 4. **Trial Period** A current employee selected by the district to move from one classification to another shall be given a minimum of a twenty (20) workday trial period. The period may be extended up to an additional sixty (60) days if the District determines it is necessary to evaluate the ability of the employee to perform the function of the new classification. During the trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the employer. The matter may then become a proper subject for the grievance procedure.
 5. **Seniority** When an employee has been promoted to another classification, he/she shall carry with him/her up to two (2) years of system seniority only for purposes of determining his/her proper wage. However, his/her total system seniority shall apply to vacations, leaves of absence rights, and to any retirement pay pursuant to this Agreement.

C. **Transfers**

1. **Definition**. Transfers shall be defined as re-assignment to a job within the same job classification and not to higher or lower rated positions. No transfers shall be made where an employee may lose his/her seniority status or suffer a decrease in hourly rates unless such transfer is requested by the individual or for cause.
2. **Notice**. Notice of transfer shall be given in writing to the employee and to the Association three (3) workdays prior to execution. It is recognized that the Employer may make involuntary transfers.
3. **Limits**
 - a. The Board retains its responsibilities of determining at the end of twenty (20) workdays, whether or not, the employee transferred shall be given permanent status. If the employee is not placed on a permanent status, he/she shall return to his/her former job without loss of seniority.
 - b. An employee who bids on and is awarded a vacancy in a classification shall not be entitled to a trial period if the employee has successfully completed

a trial period in the same classification within the last five (5) years. For purposes of this provision, an employee shall be considered to have successfully completed a trial period if the employee is not removed from the classification during the trial period before the employee returns to the employee's former classification.

4. **Reasons For Denial.** In the event the senior applicant is denied the transfer, reasons for denial shall be given in writing to such employee. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.
5. **Reasons For Involuntary Transfer.**
 - a. Involuntary transfers may occur at the discretion of the Board for the following reasons.
 - (1) Less than satisfactory performance in the present position.
 - (2) Continued presence in the present position would be injurious to the employee's health.
 - (3) Personal difficulties with fellow employees or students or parents. If requested, such difficulties will be given to the employee in writing.
 - (4) To open a position for an employee whom the Employer has determined it is necessary to transfer.
 - (5) To meet work requirements with reasons given upon request.
 - b. **Pre-Meeting.** In the event of a necessary involuntary transfer, the Board shall meet with the affected employee and an Association representative prior to the involuntary transfer in order to discuss the reasons for such action.
 - c. **Association Notification.** In all cases of involuntary transfers, the Association will be notified, in writing, three (3) workdays prior to the effective date of such transfer.
 - d. **Posting.** The position from which the employee was involuntarily transferred will be posted.
 - e. **Job Trade.** If no one applies, the least senior employee in the department shall trade jobs with the transferee. The employee who moves into the transferees job shall incur no losses as a result of the trade and will be granted a trial period of up to twenty (20) work days during which time he/she will be subject to involuntary transfer.
6. **Transfer of Employees Out of Unit:** If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he/she shall not have accumulated seniority while

working in the position to which he was transferred but he/she shall retain seniority previously accumulated.

7. Section C of this Article is not applicable to Child Care/Giver Aides. Due to fluctuations of enrollment in the Child Care Center, it is necessary for the Child Care Center Director to be able to assign Child Care/Giver Aides to different care room assignments on any given day. For purposes of clarification, such assignments are to be minimized and not to be treated as transfers.

ARTICLE 13 - TEMPORARY VACANCIES

- A. Temporary vacancies are defined as vacancies in positions that already exist in the District, but are only filled temporarily. A temporary vacancy shall be posted as a temporary vacancy as provided in Article 12, A. 3 when it is determined that the employee currently holding the position will be absent for more than ninety (90) consecutive work days or upon the expiration of the ninety (90) consecutive work day period, whichever occurs first.

- B. **Rate of Pay.** A regular employee who fills a temporary vacancy that was posted by the District will be paid at step 1 of the salary schedule of the department and classification in which the employee substitutes or fills a temporary vacancy.

ARTICLE 14 - NON-UNIT EMPLOYEES

Summer Youth Programs: The use of young adults involved in Summer Youth Programs is at the discretion of the Board and is outside the scope of this contract providing the program does not result in the layoff or displacement or any reduction of hours or other benefits of regular employees. Regular employees shall not be requested to supervise such individuals.

ARTICLE 15 - SUMMER WORK ASSIGNMENTS

- A. **Summer Maintenance Work**. Summer maintenance work if available, will be assigned to employees in the bargaining unit over new employees, provided they make written application.
- B. **Rate of Pay**. Employees, other than twelve (12) month employees, who are awarded summer work shall receive ten (10) dollars per hour, . .
- C. **Use of Sick or Personal Leave**. . Child Caregiver Aides who work in the summer, may use sick or personal days, with the approval of the District, as per Article 19 of this agreement. No other employee working a summer work assignment may use leave during the summer work assignment.
- D. **Seniority**. Employees awarded summer work in their classification, shall be awarded such work on a classification seniority basis; provided, however, that an employee who abandons or quits his/her summer work assignment before completion, without just cause, shall not thereafter be eligible for summer work without the Employer's approval.
- E. **Application**. Employees other than twelve (12) month employees who wish to be considered for summer work assignments must apply in writing to the Operations Director before May 15 of each year.
- F. **Child Care** Ten (10) month Child Care/Giver Aides who wish to be considered for summer work must apply in writing to the Supervisor of the Child Care program before May 15 of each year. Ten (10) month Child Care/Giver Aides will be offered work in any and all summer child care programs prior to that work being offered to persons outside the Child Care/Giver Aides Classification, providing they possess the skills and ability to perform the work posted.
- G. 10 month employees who work a summer assignment shall not be considered 12 month employees for the purpose of this contract.

ARTICLE 16 - WORKING HOURS

- A. Working hours for all departments except Child Care/Giver Aides:
1. The regular full working day shall consist of eight (8) hours per day.
 2. **Lunch Period**. There shall be thirty (30) minutes off for lunch excluded from the eight (8) hour period. Lunch breaks are unpaid.
 3. **Breaks**. All full time employees working more than six (6) hours may take a ten (10) minute "coffee break" in the a.m., and also a ten (10) minute "coffee break" in the p.m. or the first half and second half of their regular shift, whichever may apply. All employees working four (4) to six (6) hours may take one ten (10) minute "coffee break." Ten (10) minute breaks are paid.
 4. **Call Back Guarantee**. An employee who has left work and is reporting back for additional duty beyond their regular work day shall be guaranteed at least two (2) hours pay at their regular straight-time pay, or if they qualify, overtime. This does not apply to hours worked in conjunction with the regular work shift.
 5. **Child Care**.
 - a. Child Care/Giver Aides working four (4) but less than six (6) hours per day may take one (1) ten minute break near the mid-point of their duty shift.
 - b. Child Care/Giver Aides working six (6) hours per day but less than eight (8) hours per day shall be allowed one (1) ten minute break near the end of the first one third of their duty shift and a thirty (30) minute duty free lunch period near the end of the second one third of their duty shift. The duty free lunch period shall be exclusive of the more than six (6) hour duty shift. The duty-free thirty (30) minute lunch period may be waived by mutual written agreement between Supervisor and Employee.
 - c. Child Care/Giver Aides working eight (8) hours per day shall have a thirty (30) minute duty free lunch period exclusive of the eight (8) hour workday and shall have a ten (10) minute break during the first half of the work shift and a ten (10) minute break in the last half of the work shift.
- B. **Time and One-Half and Double Time for All Departments**
1. Time and one-half will be paid for all hours over forty (40) hours in one week. The regular work week for maintenance may include Monday through Saturday; for all other employees, Monday through Friday.
 2. Double time will be paid for all hours worked on Sundays and holidays. For calculation purposes, hourly pay received for work on a paid holiday shall equate to two (2) times the regular hourly rate.

C. **Equalization of Overtime Hours:**

The District will strive to assign overtime on an equitable basis within buildings and job classifications, however, the parties recognize that emergency situations and/or maintaining a natural workflow and efficiency of the operation may justify assignment to a particular employee without regard to their past overtime worked.

D. **Inclement Weather and Mechanical - Malfunctions**

1. **Ten-Month Employees.** When school is declared not in session due to inclement weather, severe storms, fires, epidemics, mechanical break downs or health conditions, all ten month employees shall not report to work and will not be paid. Those ten-month employees will be required to report to work and will be paid on days rescheduled to insure 180 days of pupil instruction.
2. **"Act of God" Days.** If, at any time during the life of this Agreement it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities (e.g., inclement weather, severe storms, fires epidemics, mechanical break downs or health conditions), it is agreed that all employees in the bargaining unit shall be paid for the day.
3. Notwithstanding the above, the parties agree no employee will be paid for the 1st "snow day" or other "Act of God" day of the school year, unless they are required to report to work that day. In that instance they will be paid at their regular hourly rate for hours worked, and will not receive additional compensation. A day is defined as a full work day. If the snow or "Act of God" day constitutes less than a full day the unpaid time (hours) will be prorated and accumulated until a full day is reached prior to receiving compensation under other provisions of this agreement. As an example (but not limited to the only example): a half day snow day will be counted as a half day for the purposes of the agreement. Child Care workers will be eligible for inclement weather (snow day) pay for three (3) "snow days" only. However, a child care worker that is required to report to work on a snow day, but who fails to report, does not receive inclement weather pay for that day. Child care workers working on a snow day, will received straight time only.
4. **Duty to Report.** In either of the above situations, the delivery person and maintenance people shall report for work as soon as they can reasonably do so. For the purposes of this agreement, the district shall determine when employees are required to report for work. All employees shall be expected to report to work unless, 1) they are notified otherwise by the employer or; 2) it is determined that the weather emergency prevents it.
5. **Individual School Closings.** If an individual school is closed due to a mechanical malfunction, all involved employees will be instructed as to whether:
 - a. They should report to work at the closed school.
 - b. They should remain at school or return home.

- c. In the event that attendance is optional, employees that elect not to report for duty will not be paid for the hours that the school is closed due to mechanical malfunction.
 - d. In the event an employee receives unemployment compensation benefits (which as used herein also includes "under employment benefits") during the school year (associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons. This provision shall be subject to the following conditions:
 - (1) The total of unemployment compensation plus wages earned by employment in the District shall not be below that which the employee would have received had there not been any instructional days canceled for such reasons.
 - (2) The total of unemployment compensation plus wages earned through employment in the District shall not be less than the employee's regular wages from the same or similar period during the preceding school year.
6. **Snow Days for Child Care.** Child Care/Giver Aides will be required to report to work as scheduled unless notified otherwise by the Supervisor of The Child Care Center or "Red Alert" system that they are not to report to work. Those required to work will receive straight time pay. Child Caregiver Aides will be expected to report for work on "Act of God" or snow days unless they are otherwise notified by the District. If the District determines not all Child Caregiver workers are needed due to a decline in enrollment on such a day, the District will implement a rotation system for sending one or more Child Caregiver Aide workers home, starting with the most senior worker and rotating through all Child Caregiver workers sequentially through the course of a school year. For the first two (2) days of being sent home under this provision the Child Caregiver workers that are sent home, will receive snow day pay for their regular workday hours. For more than two (2) such days, there will be no compensation for Child Caregiver workers who are not required to work. .
- E. **Work Schedule.** Prior to October 1 of each school year a work calendar will be presented to all members of the Association listing the work schedule for all departments for the school year.
- F. **Dual-Department Employees.** When an employee holds jobs in two (2) departments the employee shall give first priority to the employee's regular scheduled work hours in each department; provided, however, that when a required in-service or training session conflicts with the employee's regular scheduled hours in another department, first priority shall be given to the required in-service or training session. Establishment of dual-

department employees is at the sole discretion of the District and will not be permitted in a situation which results in regular overtime pay.

ARTICLE 17 - HOLIDAYS AND VACATIONS

A. Employees shall receive full pay for the following holidays only if they work the scheduled workday before and the scheduled workday after the holiday or are on an approved paid vacation or bereavement. Employees who are on leaves (other than paid vacation or bereavement) shall not receive holiday pay if they do not work on the scheduled workday before and the scheduled workday after the holiday.

1. Holidays for 12-month employees (including Child Care/Giver Aides):

- | | |
|------------------------------|--------------------------|
| 1. Labor Day | 7. New Years Day |
| 2. Thanksgiving Day | 8. Good Friday |
| 3. Friday after Thanksgiving | 9. Memorial Day |
| 4. Christmas Eve Day | 10. July 4 th |
| 5. Christmas Day | 11. President's Day |
| 6. New Years Eve Day | |

2. Holidays for employees working ten (10) or more hours per week during the school year only, plus all bus drivers that regularly drive ten (10) or more hours a week, and ten (10) month Child Care/Giver Aides: (Child Care/Giver Aides Only – See Article XVIII, D. 3:

- | | |
|--|----------------------|
| 1. Labor Day (Child Care/Giver Aides Only) | 5. Christmas Day |
| 2. Thanksgiving Day | 6. New Years Eve Day |
| 3. Friday after Thanksgiving | 7. New Years Day |
| 4. Christmas Eve Day | 8. Good Friday |
| | 9. Memorial Day |
| | 10. President's Day |

3. Paraprofessional Aides:

- | | |
|------------------------------|--------------------|
| 1. Thanksgiving Day | 6. New Years Day |
| 2. Friday after Thanksgiving | 7. Good Friday |
| 3. Christmas Eve Day | 8. Memorial Day |
| 4. Christmas Day | 9. President's Day |
| 5. New Years Eve Day | |

B. **Employees on Leave.** When a holiday is observed by the Employer while an employee is on allowable paid leave, the holiday will not be charged against the employee's accumulated sick leave and will be considered as time worked.

C. **Holiday Observance.** If a holiday falls on Sunday, the Monday following will be considered the holiday, provided that school is not in session. If a holiday falls on Saturday, the Friday preceding shall be considered the holiday, provided that school is not in session. If school is in session those entitled shall receive an additional vacation day at the time of their vacation.

D. **Payment for Holiday Work.**

1. If an employee works on one (1) of the above holidays, he/she will receive eight (8) hours holiday pay plus their regular rate of pay for the hours worked.

2. Employees regularly working less than eight (8) hours per day will receive their holiday pay on their regular workday basis, plus their regular rate of pay for hours worked.
- E. When state or federal statutes, laws, or regulations require that any of the holidays designated in Section A. of this Article be observed on a day other than set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute whichever is controlling.

F. **Vacation.**

1. **Vacation Eligibility.** Twelve (12) month employees shall earn vacation according to the following schedule of completion of months of employment:

- Completion of the 1st month through the 48th month - .833 days/month.
- Completion of the 49th month through the 108th month - 1.25 days/month
- Completion of the 109th month and thereafter - 1.66 days/month

Twelve (12) month Child Care/Giver Aides shall have one (1) week vacation per year for the first three (3) years and two (2) weeks of vacation per year after three (3) years of employment.

Twelve (12) month Child Care/Giver Aides vacation days shall be paid on the basis of their school year hours.

2. **Vacation Period.**

- a. Vacations will be granted at such times as suitable considering both the wishes of employees and the efficient operation of the department concerned. Vacation request shall be made on the computerized absence form. Vacation time must be taken in ½ day increments
- b. When a holiday is observed by the employee during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- c. A vacation may not be waived by an employee and extra pay received for work during that period.
- d. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation may be rescheduled at his/her request. The Employer may request proof of illness.
- e. **Advances.** Vacation days cannot be used in advance of earning same. All vacation days earned from July 1, through June 30 must be used by the following December 31st or forfeited, with the exception of carry-over days as provided in section 18.F.2.f.
- f. **Carry-Over.** Upon written request of employee, up to five (5) days' vacation may be carried over from December 31 to the next June. All such carried over vacation time must be used by the end of June following the December 31st that marked the carry-over period. However, any unused vacation

days will be added to the employees' sick leave accumulation to be used as extra sick leave.

3. **Vacation Pay.**

- a. If an employee is laid off or retired, the employee will receive payment for any unused vacation days including that accrued in the current budget year.
- b. Rate during vacation. Employees on vacation will be paid their current rate based on their average regularly scheduled days and will receive credit for any benefits provided for in this Agreement.

G. Employees working in two different departments will have his/her holiday and vacation pay figured separately on the basis of hours worked in each individual department.

ARTICLE 18 - LEAVES OF ABSENCE WITH PAY

A. **Sick Leave.**

1. **Leave and accumulation.** All twelve (12) month employees covered by this Agreement will be front-loaded nine (9) sick days per year on July 1 of each year, with one hundred, sixty-nine (169) days maximum accumulation. All employees working less than twelve (12) months will be front-loaded eight (8) sick days per year with one hundred thirty (130) days maximum accumulation. Sick leave must be taken in ½ day increments. Employees hired for a summer assignment shall not be eligible for or front-loaded any additional time.
2. **Transfer.** In case of transfer from one classification to another, the number of days shall be amended on a pro-rata basis based on the ratio of the number of hours per day worked in the prior classification to the number of hours per day worked in the new classification. However, the total accumulation allowed to be credited shall not exceed the total established for the employee's new classification.
3. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.
4. An employee may use all or any portion of his/her earned sick leave for the employee's personal or the employee's family member's qualifying medical condition under the Michigan Paid Medical Leave Act. These qualifying conditions include:
 - a. Mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or preventative medical care.
 - b. For a victim of domestic violence or sexual assault, any related medical care or counseling for physical or psychological injury or disability; victim services or legal services; judicial proceedings, or relocation.
 - c. For closure of the employee's non-exempt staff member's primary workplace by order of a public official due to a public health emergency; for

a non-exempt staff member employee's need to care for a child whose school or place of care has been closed by order of a public official; or determination by health authorities that the presence of the employee non-exempt staff member or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

The Board may require examination at Board expense and/or doctor's certificate for apparent illness, injury or disability. Upon request, the employee has 3 days to provide documentation verifying the qualifying condition.

5. **Family Illness.** A maximum of ten (10) days sick leave per year may be used for a family member's qualifying medical condition under the PMLA. A "family member" or "immediate family member" is defined as any of the following:
 - a. Biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis.
 - b. Biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an eligible employee's spouse, under the laws of any state, or an individual who stood in loco parentis when the eligible employee was a minor child.
 - c. Grandparent, grandchild, and biological, foster, or adopted sibling.
 - d. Unless they also qualify as a category listed in subsections 5(1), (b), or (c), aunts, uncles, and cousins do not qualify as "family members" or "immediate family members" for the purpose of the leave provisions in this contract

6. **Additional Uses of Sick Leave.** In addition to personal illness or injury, sick leave may be utilized for the following:
 - a. Fire, accident, pallbearer
 - b. Marriage or graduation of a member of the immediate family and of the employee himself
 - c. Required court appearance
 - d. Employee's child born
 - e. Immediate member of family leaving for service
 - f. Emergency illness or injury in the family which requires the employee to make arrangements for necessary medical and nursing care
 - g. Surgery for a member of the employee's immediate family
 - h. Dental and doctor appointments
 - i. Adoption of a child

The use of sick days for the foregoing purposes shall be limited to one (1) day for each incidence or occurrence unless the leave is an otherwise qualifying condition under the PMLA. the use of sick days for the adoption of a child shall be a maximum of fifteen (15) days for each child. The Superintendent or designee may approve the use of additional days for such purposes or the use of sick days for any other purpose. However, the granting of leave in a given situation does not establish a precedent for the future granting of a leave.

7. Contractual sick leave runs concurrently with leave granted in accordance with the Family Medical Leave Act (FMLA).
8. Employees who take a sick day on the day before or the day after a holiday shall not receive holiday pay.

- B. **Funeral Leave.** An employee shall be allowed three (3) working days, per occurrence, as funeral leave days not to be deducted from sick leave for a death in the immediate family. These days shall be available at the time of the death only. If additional time is needed two (2) workdays, per occurrence may be granted and deducted from sick leave.

All employees shall be allowed one (1) working day per year without loss of pay as a funeral leave day, not to be deducted from sick leave, for the death of a friend.

- C. **Personal Leave.** Personal Leave in addition to sick leave will be granted with a maximum of two days each year. These days shall not be cumulative. All regular Child Care/Givers and Paraprofessional Aides working more than ten (10) hours per week are included.

1. To apply for personal leave, at least 2 hours prior to the requested leave, the employee must submit to his/her supervisor via a text, phone message, or email requesting personal leave. At the time of the request, the employee should also enter the requested absence into the District's computerized absence system.
2. Except in cases approved by the Superintendent or designee the leave may not take place the day before or the day after a holiday or vacation period. Employees who take a personal day on the day before or the day after a holiday shall not receive holiday pay.
3. Personal leave days shall be transferred to accumulated sick leave if not used each year.

Employees who do not qualify for health insurance through the District will be given one (1) additional personal leave day each year.

4. Personal leave must be taken in ½ day increments.

- D. **Jury Duty.** An employee who serves on Jury Duty will be paid the difference between his/her pay for jury duty and his/her regular pay provided he/she makes himself/herself available for work within his/her regular work schedule when not occupied with jury duty. It is understood by the foregoing provisions that on any day on which the employee is dismissed within three (3) hours from the beginning of his/her shift, he/she shall be required to work the balance of his/her shift. Night shift employees shall not be required to report for work if jury duty requires morning attendance.

To be eligible for a jury duty pay differential, the employee must furnish the Board with a written statement from the appropriate public official listing the dates he/she received pay for jury duty and the amounts received.

- E. **Armed Forces, Reserve and National Guard Duty.** Employees who are in some branch of the Armed Forces, Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the District a maximum of two (2) weeks per year when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted.

F. **Snow Days**. If school is closed due to inclement weather or other conditions on an employee's sick leave or personal day and the employee is eligible for a snow day under article 16-D, the day shall not be deducted from the employee's accumulated sick leave or personal days.

G. **Attendance Incentive Payments**. An employee who has perfect attendance for a school year will be paid an amount equal to four (4) days incentive payment as provided below. An employee who has one (1) day absence from work for a school year shall be paid an amount equal to three (3) days incentive payment as provided below. For purposes of this clause, absences for school business, Association business, jury duty and bereavement for immediate family shall not be counted. Use of personal business days will be counted as absence from work. A partial day missed shall count as a full day missed from work. The incentive payment shall be as follows:

| | |
|--------------------|--|
| Category | Incentive Payment |
| 12 Month Employees | \$70.00/Day |
| 10 Month Employees | \$70.00/Day Prorated Based On Hours Worked |

H. For the purposes of this article, paid leave, when granted, will be compensated based on how many hours the employee was to work based on his/her regular schedule or as established by the District.

ARTICLE 19 - LEAVES OF ABSENCE UNPAID

- A. **FMLA.** The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. All unpaid leaves required by that Act shall run concurrently with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. To the extent allowable by law, the FMLA leave shall be calculated on a rolling forward basis except for military caregiving leave which shall be calculated on a rolling backward basis.
- B. **Duration.** Unpaid leaves of absence not to exceed one (1) year or the length of their seniority whichever is less may be granted without loss of seniority with accrual of seniority during the leave, upon written request to, and approval by, the Superintendent or his/her designee.
- C. **Eligibility.** Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee except in cases of health, maternity or military leaves or leaves required by the Family and Medical Leave Act.
- D. Reasons for Leaves of Absence are as follows:
1. **Infant Child Care Leave.** Infant child care leave will be granted in accordance with Section A. of this article.
 2. Upon the recommendation of a physician a health leave without pay shall be granted in accordance with the FMLA for prolonged illness in the immediate family, spouse or children and employee for up to twelve (12) weeks. See Article 18 , F for definition of immediate family member.
 3. Military leave shall be granted consistent with state and federal law.
 4. Leaves for other purposes may be granted at the discretion of the Superintendent or designee upon written request.
 5. Each employee may use up to four (4) days of unpaid leave per year and, for all reasons, except sick leave, approval must be given in advance.
- E. **Return from Leave of Absence.**
1. Employees on leave must return at the end of their leave, resign, or request a special extension for a maximum of one (1) additional year. The Employer will presume that an employee failing to comply with this provision has abandoned their employment with the Employer.
 2. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the Superintendent and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request a second examination at Board expense.
 3. An employee returning from an approved leave of absence of one (1) year or less shall be reinstated to the position and classification he/she held when the leave began.

4. An employee returning from a leave of absence of less than and including sixty (60) calendar days shall be required to notify the Board in writing, of his/her intent to return at least five (5) working days prior to the date of his/her return.
5. Employees wishing to return from a leave of absence of more than sixty (60) calendar days shall be required to notify the Board in writing of his/her desire to return at least twenty (20) working days or to request an extension which is subject to the discretion of the District, or to submit a resignation, otherwise the employee will be considered as terminating his/her employment with the District.

F. **Armed Forces Service.** Any employee who terminates employment in the school district to perform active services in the Armed Forces of the United States is entitled to re-employment rights in the position he/she vacates, or one of like status and pay scale provided:

1. The position vacated is other than temporary.
2. He/she is honorably discharged from the Armed Forces.
3. He/she applies for re-employment within ninety (90) calendar days from being certified physically fit after discharge from a hospital resulting from a service incurred injury.

ARTICLE 20 - INSURANCE PROTECTION

Insurance Coverage. The Medical Benefit Coverage Plan Year shall run from July 1-June 30. The District agrees to furnish the following insurance protections as specified:

A. **Health Insurance Coverage.**

1. Eligibility

- a. Employees working in one position for thirty-five or more hours per week: Unless otherwise provided in this contract, employer will contribute toward the health insurance at the state statutory hard cap levels for single subscribers (prorated on a monthly basis). Employees may choose additional coverage paid at their own expense, subject to rules and regulations of the insurance carrier.
- b. All bargaining unit members not eligible for health insurance as of June 30, 2019, and all new hires employed on or after July 1, 2019 (District date of hire), who are employed for thirty-five (35) hours per week or more: After termination of the probationary period as defined by the Affordable Care Act, the Employer will contribute toward the health insurance at the rate required by the Affordable Care Act. After the probationary period defined in Article 9 of this Contract, the District will contribute state statutory hard cap levels for single subscribers (prorated on a monthly basis) Employees may choose to purchase additional coverage at their own expense, subject to the rules and regulations of the insurance carrier.
- c. Less Than Thirty-five (35) Hour Employees: For maintenance, mechanic, supervisory aide, library aide/tech, delivery and grounds, and utility employees working less than thirty-five (35) hours per week in a single position, no insurance shall be paid by the Employer unless required by law.
- d. Special Education Para-Professionals. Special Education Para-Professionals, Instructional Para-Professionals, Child Care Aides, ABC room aides, and Library Technicians working thirty (30) or more hours a week in a single position shall receive Plan B without the cash option unless the District is required to provide other insurance benefits required by the Affordable Care Act. All such employees working less than thirty (30) hours a week in a single position shall not be eligible for any insurance benefits.

B. Eligible bargaining unit members must elect to be covered by appropriate coverage of Plan A or Plan B, unless otherwise provided in this contract:

Plan A (For Employees Electing Health Insurance)

Specific insurance product shall be set each contract year in accordance with the Jackson County consortium offerings and Affordable Care Act requirements.

Plan B (For Employees Not Electing Plan A)

Cash Option. For eligible Employees not electing Plan A, but electing Plan B, the District will provide a cash option of seventy dollars (\$70.00) per month in lieu of health

insurance, but Pak B insurance will still be provided. The District will formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue code. The amount of the cash payment received may be applied by the member to any tax deferred/sheltered annuity selected by the employee with a company that is a District approved carrier.

Specific insurance product shall be set each contract year in accordance with the Jackson County consortium offerings.

- C. **Term of Eligibility.** Insurance coverage for those eligible shall begin when an employee has completed his/her probationary period. The insurance premium will cease to be paid when the person quits or for some reason is no longer an employee. s
- D. **Employee Responsibility.** It shall be the responsibility of the employee to request and fill out the application for such insurance within the prescribed time limits or forfeit his/her insurance rights until the next open enrollment period. It shall also be the responsibility of all employees to apply for new coverage or changes in coverage within the time limits prescribed by the insurance carrier.
- E. **Insurance Information.** The Board shall provide information about insurance benefits at the time of initial employment and/or upon employee request.
- F. **Benefits During Layoff.** If an employee is laid off, insurance benefits will continue to remain in effect to the maximum extent possible through the insurance carrier at the employees' expense.
- G. The terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other related matters.
- H. **Liability Exclusions.** The Board by payment of the premium payments required to provide the coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described. The failure of an insurance company to provide any of the benefits for any reason shall not result in any liability to Board or the Association, nor shall such failure be considered a breach by either of them of any obligation.
- I. **Workers' Compensation.** Absence due to injury or illness covered by Workers' Compensation incurred in the course of the employee's employment shall not be charged against the employee's personal sick leave for the first seven and five-tenths (7.5) work days of such absence. Following this period, the employee may choose "1." or "2." below.
 - 1. An employee eligible for Workers' Compensation benefits will receive those benefits provided in accordance with the Act exclusively.
 - 2. Personal accumulated sick leave days shall be made available to the injured employee during the period he/she is unable to work as a result of an accident. If the employee chooses this option of using sick leave days, his/her Workers' Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's personal accumulated sick leave will be charged with a proportionate amount of time lost, based on the ratio of the school funds used to make the employee's regular daily

rate. The employee will continue to draw a regular bi-weekly pay check, but will sign over the Workers' Compensation benefit check(s) to the District.

J. **Employee Premium Contributions.**

Beginning with the 2009-2010 school year, when applicable, the Employee contributions to the health insurance premium shall be made under the District's Section 125 Cafeteria Plan. All support employees are eligible to participate, with a payroll deduction, in the District's Flexible Spending Account Plan.

K. **Section 105 Medical Expense Reimbursement Plan.** All employees in the bargaining unit who are not eligible for health insurance coverage under Plan A or the ACA shall be eligible to participate in the Medical Expense Reimbursement Plan (Appendix H), as follows:

| <u>Regularly Scheduled Hours Per Week</u> | <u>Annual Plan Benefit</u> |
|--|-----------------------------------|
| Less than 10 hours per week | Not Eligible |
| 10-14 hours per week | \$375 |
| 15-20 hours per week | \$425 |
| 21-25 hours per week | \$650 |
| 26-29 hours per week | \$750 |
| 30 or more hours per week | \$950 |

Reimbursements will be available after October 1st.

L. All staff covered by this Agreement, not eligible for employer paid health care, may purchase the District's current negotiated health plan at the District group rate. Payment may be made under the District's Section 125 Cafeteria Plan.

ARTICLE 21 - PAYROLL DEDUCTIONS

- A. All employees in the bargaining unit must have on file an exemption card for withholding tax as required by the IRS in the administration building. Any employee desiring a change in exemptions shall do so by filling out a new card. Deductions are based upon a schedule supplied by the federal government.
- B. To the extent allowable by law, the Board shall deduct from the pay of each bargaining unit member from whom it receives authorization to do so and make appropriate remittance for service charges, annuities, credit union, charitable donations or any other programs approved by the Board.

ARTICLE 22 - RESIGNATION AND RETIREMENT

- A. Notice When an employee desires to terminate his/her employment there must be at least a ten (10) workdays written notice given to the Board. Upon mutual agreement between the parties, all or part of this notice may be waived. In the event of re-employment such an employee shall be considered as a new employee. Failure to comply with these requirements shall mean forfeiture of any and all benefits.

- B. Terminal Leave In the case of retirement under the Michigan Public School Employees Retirement Act or in the event of death of the employee, a terminal leave payment will be made to the employee or his/her estate. Such payment will be made for all accumulated sick days at the rate of \$40.00 per day earned for employees working five (5) or more hours per day and \$20.00 per day earned for employees working less than five (5) hours per day. However, in no instance, shall the total payment to one individual under this provision exceed \$5200.00. For purposes of computing such payments total hours will mean total hours worked for the District per day at the time of retirement or death of the employee.

ARTICLE 23 - NO STRIKE CLAUSE

The Association agrees that it will in good faith cooperate with the Employer in attempting to ensure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer.

ARTICLE 24 - HEALTH AND SAFETY

- A. **Board Required Examination.** The Board reserves the right to require any employee to submit to a medical examination if, in its opinion, there is a question of the employee's ability to perform his/her work. This shall also be at Board expense.

- B. **Safety Committee.** A safety committee consisting of employees and Employer representatives is established. This committee shall include no more than three (3) representatives of the Union and three (3) representatives of the Employer and shall meet upon request of their party at a time mutually agreed upon by the parties. They shall meet for the purpose of making safety recommendations.

ARTICLE 25 – MISCELLANEOUS

- A. **Anti-Discrimination**. Neither party shall unlawfully discriminate against any employee on the basis of the employee's status as a protected class member, including the employee's membership or non-membership in the Association.
- B. **Continuation of Contract**. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. **Superseding Clause**. This Agreement shall supersede any rules, regulations, or policies of the Board which shall be contrary to or inconsistent with its terms.
- D. **Emergency Financial Manager**. An emergency financial manager appointed to the District under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate collective bargaining agreements as provided in the Local Government and School District Financial Accountability Act.

ARTICLE 26 – COMPENSATION

- A. **Hourly Rates.** The hourly rates of employees covered by this Agreement are set forth in Appendix E which is attached to and incorporated in this Agreement.
- B. **Probation Rate.** The probationary rate shall be 100% of the step rate at which employees are hired.
- C. The employer shall pay its health insurance contribution as set forth in Article 21 of this Agreement.
- D. **Advancement Date.** Advancement from one step to another will take place on the anniversary date of employment for each employee except that advancement from probationary to step I shall take place on the 121st day of work, except for Child Care/Giver Aides.
- E. **Longevity.** All ten (10) month employees completing ten (10) years of service as a school district employee by December 31, and working at least twenty (20) hours per week will receive \$510.00 in December. All twelve (12) month employees completing ten (10) years of service by December 31, and working at least forty (40) hours per week will receive \$630.00 in December.

Longevity for employees working less than twenty (20) hours per week will be based on a pro-rata basis.

The above amounts shall be increased by any across-the-board increases in the Salary Schedule.

- H. **Compensation for Training/In-Service.**
 - 1. All employees required to attend in-service meetings or training programs shall be compensated at their regular hourly rate for all hours spent in such meetings.
 - 2. Compensation for employee attendance at in-service meetings or training programs, not required by the Employer, may be approved by the Superintendent or designee.
 - 3. In any school year in which the calendar contains more than seven (7) half days for students, the District shall provide in-service meetings, training programs, or other work, for not less than four (4) of the half days for those members of the bargaining unit scheduled to work a full day on the four (4) half days. The intent of this provision is to allow employees to work the hours they would have worked if the four (4) half days had been full days for students. Such make-up hours may be scheduled at times other than on the four (4) half days.

**ARTICLE 27 - ANNEXATION, CONSOLIDATION, OR OTHER
REORGANIZATION OF THE DISTRICT**

During the life of this Agreement, if annexation, consolidation, or reorganization with one or more districts in whole or in part is to take place, the Board agrees to notify the Association in advance so that the Association may negotiate the effect of such change upon its members prior to such annexation, consolidation, or reorganization taking place.

ARTICLE 28 - DURATION OF AGREEMENT

This Agreement shall become effective upon ratification of all parties and shall continue in full force and effect until June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the _____ day of _____, 2019.

JACKSON COUNTY EDUCATION

**NORTHWEST BOARD OF EDUCATION
ASSOCIATION**

President
Jackson County Education Association

Geoff Bontrager
Superintendent

Milt Rehberg
MEA UniServ Director

Shawn White
Board President

APPENDIX A-1 - GRIEVANCE DIAGRAM

Alleged Violation or Event

Informal Discussion with Immediate Supervisor/Administrator

Written Grievance (Step 1) 10 days

Meeting with Immediate Supervisor/Administrator

Immediate Supervisor/Administrator Disposition 10 days

Superintendent's Referral (Step 2) 5 days

Superintendent's Disposition 10 days

Written Intent to Arbitrate (Step 3) 20 days (or 10 days after Step 2)

Mutual Selection of Arbitrator 15 days

Referral to American Arbitration Association 30 days

**APPENDIX A-2 - GRIEVANCE REPORT FORM
NORTHWEST ESP**

GRIEVANCE # _____

DISTRIBUTION OF FORM

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Grievant

GRIEVANCE REPORT

Submit to Supervisor in Duplicate

| BUILDING | ASSIGNMENT | NAME OF GRIEVANT | DATE FILED |
|----------|------------|------------------|------------|
| | | | |

STEP I – IMMEDIATE SUPERVISOR

A. Date Cause of Grievance Occurred: _____

B. Location: _____

C. Contract Provision(s) Violated: _____

D. 1. Statement of Grievance : _____

2. Relief Sought: _____

Signature

Date

E. Disposition by Supervisor:

Signature

Date

F. Position of Grievant and/or Association: _____

Signature

Date

STEP II - SUPERINTENDENT

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

STEP III – ARBITRATION

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Date of Decision _____

Signature: _____

Salary Schedules

10/22/2019

SALARY SCHEDULE - APPENDIX E-3

1 OF 3

| Classification | | 18-19 | 19-20 | 20-21 | 21-22 | 22-23 | 23-24 |
|--------------------------------------|-------------------|-------|-------|-------|-------|-------|-------|
| <i>Proposed % Increase each year</i> | | | 2.30% | 2.30% | 2.30% | 2.30% | 2.30% |
| Head Maintenance | STEP 1 | 19.00 | 19.00 | 19.00 | 19.00 | 19.00 | 19.00 |
| | STEP 2 | 19.56 | 19.44 | 19.44 | 19.44 | 19.44 | 19.44 |
| | STEP 3 | 20.13 | 20.01 | 19.89 | 19.89 | 19.89 | 19.89 |
| | STEP 4 | 20.72 | 20.59 | 20.47 | 20.35 | 20.35 | 20.35 |
| | STEP 5 | 21.24 | 21.20 | 21.06 | 20.94 | 20.82 | 20.82 |
| | Step 6-New | 22.03 | 21.73 | 21.69 | 21.54 | 21.42 | 21.30 |
| | Step 7-Old STEP 6 | 22.81 | 22.54 | 22.23 | 22.19 | 22.04 | 21.91 |
| | Step 8 | | 23.33 | 23.06 | 22.74 | 22.70 | 22.55 |
| | Step 9 | | 0.00 | 23.87 | 23.59 | 23.26 | 23.22 |
| | Step 10 | | 0.00 | 0.00 | 24.42 | 24.13 | 23.79 |
| | Step 11 | | 0.00 | 0.00 | 0.00 | 24.98 | 24.68 |
| | Step 12 | | 0.00 | 0.00 | 0.00 | 0.00 | 25.55 |
| General Maintenance | STEP 1 | 17.53 | 17.53 | 17.53 | 17.53 | 17.53 | 17.53 |
| | STEP 2 | 17.97 | 17.93 | 17.93 | 17.93 | 17.93 | 17.93 |
| | STEP 3 | 18.49 | 18.38 | 18.34 | 18.34 | 18.34 | 18.34 |
| | STEP 4 | 19.05 | 18.92 | 18.80 | 18.76 | 18.76 | 18.76 |
| | STEP 5 | 19.56 | 19.49 | 19.36 | 19.23 | 19.19 | 19.19 |
| | Step 6-New | 20.31 | 20.01 | 19.94 | 19.81 | 19.67 | 19.63 |
| | Step 7-Old STEP 6 | 21.05 | 20.78 | 20.47 | 20.40 | 20.27 | 20.12 |
| | Step 8 | | 21.53 | 21.26 | 20.94 | 20.87 | 20.74 |
| | Step 9 | | 0.00 | 22.03 | 21.75 | 21.42 | 21.35 |
| | Step 10 | | 0.00 | 0.00 | 22.54 | 22.25 | 21.91 |
| | Step 11 | | 0.00 | 0.00 | 0.00 | 23.06 | 22.76 |
| | Step 12 | | 0.00 | 0.00 | 0.00 | 0.00 | 23.59 |
| Maintenance Helper | STEP 1 | 15.07 | 15.07 | 15.07 | 15.07 | 15.07 | 15.07 |
| | STEP 2 | 15.53 | 15.42 | 15.42 | 15.42 | 15.42 | 15.42 |
| | STEP 3 | 15.90 | 15.89 | 15.77 | 15.77 | 15.77 | 15.77 |
| | STEP 4 | 16.39 | 16.27 | 16.26 | 16.13 | 16.13 | 16.13 |
| | STEP 5 | 16.80 | 16.77 | 16.64 | 16.63 | 16.50 | 16.50 |
| | Step 6-New | 17.46 | 17.19 | 17.16 | 17.02 | 17.01 | 16.88 |
| | Step 7-Old STEP 6 | 18.11 | 17.86 | 17.59 | 17.55 | 17.41 | 17.40 |
| | Step 8 | | 18.53 | 18.27 | 17.99 | 17.95 | 17.81 |
| | Step 9 | | 0.00 | 18.96 | 18.69 | 18.40 | 18.36 |
| | Step 10 | | 0.00 | 0.00 | 19.40 | 19.12 | 18.82 |
| | Step 11 | | 0.00 | 0.00 | 0.00 | 19.85 | 19.56 |
| | Step 12 | | 0.00 | 0.00 | 0.00 | 0.00 | 20.31 |
| Delivery and Grounds | STEP 1 | 15.07 | 15.07 | 15.07 | 15.07 | 15.07 | 15.07 |
| | STEP 2 | 15.53 | 15.42 | 15.42 | 15.42 | 15.42 | 15.42 |
| | STEP 3 | 15.90 | 15.89 | 15.77 | 15.77 | 15.77 | 15.77 |
| | STEP 4 | 16.39 | 16.27 | 16.26 | 16.13 | 16.13 | 16.13 |
| | STEP 5 | 16.80 | 16.77 | 16.64 | 16.63 | 16.50 | 16.50 |
| | Step 6-New | 17.46 | 17.19 | 17.16 | 17.02 | 17.01 | 16.88 |
| | Step 7-Old STEP 6 | 18.11 | 17.86 | 17.59 | 17.55 | 17.41 | 17.40 |
| | Step 8 | | 18.53 | 18.27 | 17.99 | 17.95 | 17.81 |
| | Step 9 | | 0.00 | 18.96 | 18.69 | 18.40 | 18.36 |
| | Step 10 | | 0.00 | 0.00 | 19.40 | 19.12 | 18.82 |
| | Step 11 | | 0.00 | 0.00 | 0.00 | 19.85 | 19.56 |
| | Step 12 | | 0.00 | 0.00 | 0.00 | 0.00 | 20.31 |
| Utility Worker | STEP 1 | 12.42 | 12.42 | 12.42 | 12.42 | 12.42 | 12.42 |
| | STEP 2 | 12.75 | 12.71 | 12.71 | 12.71 | 12.71 | 12.71 |
| | STEP 3 | 13.05 | 13.04 | 13.00 | 13.00 | 13.00 | 13.00 |
| | STEP 4 | 13.50 | 13.35 | 13.34 | 13.30 | 13.30 | 13.30 |
| | STEP 5 | 13.76 | 13.81 | 13.66 | 13.65 | 13.61 | 13.61 |
| | Step 6-New | 14.25 | 14.08 | 14.13 | 13.97 | 13.96 | 13.92 |
| | Step 7-Old STEP 6 | 14.73 | 14.58 | 14.40 | 14.45 | 14.29 | 14.28 |
| | Step 8 | | 15.07 | 14.92 | 14.73 | 14.78 | 14.62 |
| | Step 9 | | 0.00 | 15.42 | 15.26 | 15.07 | 15.12 |
| | Step 10 | | 0.00 | 0.00 | 15.77 | 15.61 | 15.42 |
| | Step 11 | | 0.00 | 0.00 | 0.00 | 16.13 | 15.97 |
| | Step 12 | | 0.00 | 0.00 | 0.00 | 0.00 | 16.50 |

| Classification | | 18-19 | 19-20 | 20-21 | 21-22 | 22-23 | 23-24 |
|--------------------------------------|-------------------|-------|-------|-------|-------|-------|-------|
| <i>Proposed % Increase each year</i> | | | 2.30% | 2.30% | 2.30% | 2.30% | 2.30% |
| Student Supervisory | STEP 1 | 10.75 | 10.75 | 10.75 | 10.75 | 10.75 | 10.75 |
| | STEP 2 | 11.06 | 11.00 | 11.00 | 11.00 | 11.00 | 11.00 |
| | STEP 3 | 11.42 | 11.31 | 11.25 | 11.25 | 11.25 | 11.25 |
| | STEP 4 | 11.75 | 11.68 | 11.57 | 11.51 | 11.51 | 11.51 |
| | STEP 5 | 12.07 | 12.02 | 11.95 | 11.84 | 11.77 | 11.77 |
| | Step 6-New | 12.50 | 12.35 | 12.30 | 12.22 | 12.11 | 12.04 |
| | Step 7-Old STEP 6 | 12.93 | 12.79 | 12.63 | 12.58 | 12.50 | 12.39 |
| | Step 8 | | 13.23 | 13.08 | 12.92 | 12.87 | 12.79 |
| | Step 9 | | 0.00 | 13.53 | 13.38 | 13.22 | 13.17 |
| | Step 10 | | 0.00 | 0.00 | 13.84 | 13.69 | 13.52 |
| | Step 11 | | 0.00 | 0.00 | 0.00 | 14.16 | 14.00 |
| | Step 12 | | 0.00 | 0.00 | 0.00 | 0.00 | 14.49 |
| Library Technician | STEP 1 | 11.86 | 11.86 | 11.86 | 11.86 | 11.86 | 11.86 |
| | STEP 2 | 12.21 | 12.13 | 12.13 | 12.13 | 12.13 | 12.13 |
| | STEP 3 | 12.58 | 12.49 | 12.41 | 12.41 | 12.41 | 12.41 |
| | STEP 4 | 12.91 | 12.87 | 12.78 | 12.70 | 12.70 | 12.70 |
| | STEP 5 | 13.28 | 13.21 | 13.17 | 13.07 | 12.99 | 12.99 |
| | Step 6-New | 13.77 | 13.59 | 13.51 | 13.47 | 13.37 | 13.29 |
| | Step 7-Old STEP 6 | 14.25 | 14.09 | 13.90 | 13.82 | 13.78 | 13.68 |
| | Step 8 | | 14.58 | 14.41 | 14.22 | 14.14 | 14.10 |
| | Step 9 | | 0.00 | 14.92 | 14.74 | 14.55 | 14.47 |
| | Step 10 | | 0.00 | 0.00 | 15.26 | 15.08 | 14.88 |
| | Step 11 | | 0.00 | 0.00 | 0.00 | 15.61 | 15.43 |
| | Step 12 | | 0.00 | 0.00 | 0.00 | 0.00 | 15.97 |
| Special Education Para's | STEP 1 | 11.87 | 11.87 | 11.87 | 11.87 | 11.87 | 11.87 |
| | STEP 2 | 12.16 | 12.14 | 12.14 | 12.14 | 12.14 | 12.14 |
| | STEP 3 | 12.47 | 12.44 | 12.42 | 12.42 | 12.42 | 12.42 |
| | STEP 4 | 12.93 | 12.76 | 12.73 | 12.71 | 12.71 | 12.71 |
| | STEP 5 | 13.19 | 13.23 | 13.05 | 13.02 | 13.00 | 13.00 |
| | Step 6-New | 13.64 | 13.49 | 13.53 | 13.35 | 13.32 | 13.30 |
| | Step 7-Old STEP 6 | 14.09 | 13.95 | 13.80 | 13.84 | 13.66 | 13.63 |
| | Step 8 | | 14.41 | 14.27 | 14.12 | 14.16 | 13.97 |
| | Step 9 | | 0.00 | 14.74 | 14.60 | 14.44 | 14.49 |
| | Step 10 | | 0.00 | 0.00 | 15.08 | 14.94 | 14.77 |
| | Step 11 | | 0.00 | 0.00 | 0.00 | 15.43 | 15.28 |
| | Step 12 | | 0.00 | 0.00 | 0.00 | 0.00 | 15.78 |
| Instructional Para's | STEP 1 | 11.87 | 11.87 | 11.87 | 11.87 | 11.87 | 11.87 |
| | STEP 2 | 12.16 | 12.14 | 12.14 | 12.14 | 12.14 | 12.14 |
| | STEP 3 | 12.47 | 12.44 | 12.42 | 12.42 | 12.42 | 12.42 |
| | STEP 4 | 12.93 | 12.76 | 12.73 | 12.71 | 12.71 | 12.71 |
| | STEP 5 | 13.19 | 13.23 | 13.05 | 13.02 | 13.00 | 13.00 |
| | Step 6-New | 13.64 | 13.49 | 13.53 | 13.35 | 13.32 | 13.30 |
| | Step 7-Old STEP 6 | 14.09 | 13.95 | 13.80 | 13.84 | 13.66 | 13.63 |
| | Step 8 | | 14.41 | 14.27 | 14.12 | 14.16 | 13.97 |
| | Step 9 | | 0.00 | 14.74 | 14.60 | 14.44 | 14.49 |
| | Step 10 | | 0.00 | 0.00 | 15.08 | 14.94 | 14.77 |
| | Step 11 | | 0.00 | 0.00 | 0.00 | 15.43 | 15.28 |
| | Step 12 | | 0.00 | 0.00 | 0.00 | 0.00 | 15.78 |
| ABC Room Aids | STEP 1 | 11.87 | 11.87 | 11.87 | 11.87 | 11.87 | 11.87 |
| | STEP 2 | 12.16 | 12.14 | 12.14 | 12.14 | 12.14 | 12.14 |
| | STEP 3 | 12.47 | 12.44 | 12.42 | 12.42 | 12.42 | 12.42 |
| | STEP 4 | 12.93 | 12.76 | 12.73 | 12.71 | 12.71 | 12.71 |
| | STEP 5 | 13.19 | 13.23 | 13.05 | 13.02 | 13.00 | 13.00 |
| | Step 6-New | 13.64 | 13.49 | 13.53 | 13.35 | 13.32 | 13.30 |
| | Step 7-Old STEP 6 | 14.09 | 13.95 | 13.80 | 13.84 | 13.66 | 13.63 |
| | Step 8 | | 14.41 | 14.27 | 14.12 | 14.16 | 13.97 |
| | Step 9 | | 0.00 | 14.74 | 14.60 | 14.44 | 14.49 |
| | Step 10 | | 0.00 | 0.00 | 15.08 | 14.94 | 14.77 |
| | Step 11 | | 0.00 | 0.00 | 0.00 | 15.43 | 15.28 |
| | Step 12 | | 0.00 | 0.00 | 0.00 | 0.00 | 15.78 |

| Classification | | 18-19 | 19-20 | 20-21 | 21-22 | 22-23 | 23-24 |
|--------------------------------------|-----------------------|-------|-------|-------|-------|-------|-------|
| <i>Proposed % Increase each year</i> | | | 2.30% | 2.30% | 2.30% | 2.30% | 2.30% |
| Child Care/Giver Aides *** | STEP 1 (Minimum Wage) | 9.25 | 9.75 | 9.90 | 10.10 | 10.33 | 10.56 |
| | STEP 2 | 9.30 | 9.85 | 10.00 | 10.20 | 10.43 | 10.66 |
| | STEP 3 | 9.35 | 9.95 | 10.10 | 10.30 | 10.53 | 10.76 |
| | STEP 4 | 10.00 | 10.05 | 10.20 | 10.40 | 10.63 | 10.86 |
| | STEP 5 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Step 6-New | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Step 7-Old STEP 6 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Step 8 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Step 9 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Step 10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Step 11 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Step 12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

APPLICATION FOR SUMMER WORK

Date: _____

Name: _____

Phone Number: _____

Current Position: _____

Availability:

Dates: _____

Work: _____

Applicant's Signature

Seniority Date: _____

Received: _____

Operations Officer

cc: Association President
(All employment letters for summer work to Association President)