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**MASTER AGREEMENT BETWEEN
SPRINGPORT PUBLIC SCHOOLS AND
JACKSON COUNTY EDUCATION ASSOCIATION**

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ARTICLE I AGREEMENT

- A. This Master Agreement entered into between the Board of Education of the Springport Public Schools, hereinafter referred to as the "District" or "Employer", and the Jackson County Education Association, hereinafter referred to as the "Union."

The term "employee" when used in this Agreement means all aide/paraprofessional and all secretarial/clerical employees. Excluded are two confidential employees, substitutes, on-call employees and all other employees.

- B. This Agreement is negotiated pursuant to the authority set forth in the Public Employment Relations Act, No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours and other terms and conditions of employment for the employees within the bargaining unit as defined herein.
- C. Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:
- a. Full-time: A bargaining unit member who is employed at least thirty (30) hours per week.
 - b. Part-time: A bargaining unit member who is employed less than thirty (30) hours per week.

ARTICLE II EXTENT OF AGREEMENT

- A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between, and executed by, the District and the Union.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

- B. If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, however, all other provisions of the Agreement shall continue in full force and effect.

In such instances, the parties will reconvene at the request of either party, to renegotiate the provision found to have been contrary to law.

ARTICLE III

AGENCY SHOP AND PAYROLL DEDUCTIONS

- A. Any bargaining unit member who is not a member of the Union in good standing or who does not make application for membership within thirty (30) calendar days from the first day of active employment shall, as a condition of employment, pay a service fee to the Union.
- B. The Union shall notify the District of the amount to be payroll deducted and the schedule for deductions of membership dues and service fees.

The deduction of dues and/or service fees shall be required under the terms and conditions of this Agreement. The Board shall, therefore, deduct said dues and service fees pursuant to the authority set forth in MCLA 408.477.
- C. If any provision of this Article is deemed invalid under federal or state laws, said provision shall be modified to comply with the requirements of the law.
- D. The Union will protect and save the District harmless from any and all claims, demands, suits and other forms of liability, including attorney fees and unemployment compensation by reason of action taken or not taken by the District, or its designated agent, for the purpose of complying with the agency shop and check-off provisions of this Article.
- E. Upon submission of written authorization by the employee, the Employer will make deductions from the employees paychecks for insurance, annuities and other plans and services available through the business office.
- F. No dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- G. Payroll deductions will be made, when properly authorized by members, for each of the following:
 - (1) Professional dues or equivalency
 - (2) Insurance
 - (3) Credit union
 - (4) Tax deferred annuities approved by the District
 - (5) Any plan agreed to jointly by the District and the Union
- H. Secretarial / Clerical employees may have a choice of twenty-one (21) or twenty-six (26) pays during their work year.

ARTICLE IV

STATE AND FEDERAL STATUTES

- A. **Right to Organize.** The District and the Union agree that every bargaining unit member shall have the right to organize, join and support the Union for the purpose of engaging in collective bargaining and in other protected activities. The District and the Union agree that they will not directly or indirectly discourage, coerce or deprive any bargaining unit member of rights conferred under the Public Employment Relations Act.
- B. **Non-discrimination.** Neither party shall unlawfully discriminate against any employee because of the employee's religion, race, color, national origin, age, sex, height, weight, marital status or disability and neither party shall unlawfully discriminate against any employee because of the employee's membership or non-membership in the Union.
- C. **Right to Representation.** Except in an emergency, an employee shall have the right to Union representation, upon request, during any meeting at which the employee is disciplined. In the event discipline is to be issued at a meeting, the employee will be advised.
- D. **No Reprisals.** The Board, Association and bargaining unit members agree that there will be no reprisals, directly or indirectly, against any person by virtue of having filed a grievance, a complaint with an administrative agency or by virtue of instituting a legal action in the courts.
- E. **Negotiations Team.** Neither party shall have any control over the selection of the negotiating team or representatives of the other party.
- F. **No-Strike/Lock-out Clause.**
1. The Union agrees that its agents and members shall not authorize, instigate, cause, aid, encourage, nor take part in any slowdown, stoppage of work, boycott, picketing or other interruption of activities in the system.
 2. The Union and employees recognize that the provisions of law convey the right to the District to discipline employees for violating the law prohibiting illegal strikes.
 3. The District agrees it will not lock out employees during the term of this Agreement

G. **Personnel File.**

1. Each employee will have the right, upon request, to review the contents of his/her own personnel file. A representative of the Union may, at the employee's request, accompany the employee in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file.

Privileged information such as confidential credentials and related personal references are specifically exempted from such review of the file by the employee.

2. No material to be used in disciplinary action against the employee may be placed therein without allowing the employee an opportunity to file a response thereto, and said response shall become a part of said file, except privileged information mentioned above.

- H. **Information Provided.** The Employer agrees to provide to the Union in response to reasonable requests, public information necessary in the development of proposals for negotiations and the processing of grievances.

ARTICLE V BOARD RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without limitation and without prior negotiations with the Union 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 way of illustration and not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment, and the operations, and to direct the working forces and concerns of the Board affecting the school district.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work, starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment

will be temporary and of short duration), determine the size of the work force and to layoff employees.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine the means, methods, schedules and standards of operations, the means, methods, and processes of carrying on the work including automations thereof or changes therein, the institution of new and/or improved methods of changes therein.
 5. Adopt reasonable rules, regulations, and policies.
 6. Determine the number and qualifications of employees.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation's of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 8. Determine the placement of operations, productions, service, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
 11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
- B. The matters contained in this Agreement and/or the exercise of any rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

ARTICLE VI UNION RIGHTS

- A. **Use of Buildings.** The Union shall have the right to use school buildings provided such usage does not interfere with District operations. Requests will be submitted through the procedures established by the district and are subject to the provisions of Board policy. The facilities charge will be waived. If such use requires that a custodian be brought in, the charge will be assumed by the Association.
- B. **Use of Equipment.** The Union shall have the right to use the District's equipment (including copy machines, audio visual equipment, etc.) with the approval of the Superintendent or his/her designee. The Union shall pay the reasonable cost of all materials, labor and supplies incidental to such use and any damage attributable to such use shall be paid by the Union.
- C. **Transaction of Union Business.** Authorized representatives of the Union may, upon checking in with the building principal, enter the school building for the purpose of transacting official Union business during the work day while this contract is in full force and effect. It is expressly understood that any Union representative shall not, during the course of a visit, interrupt normal school operations, nor shall the Union representative have the right to visit an employee at, or take an employee from a duty station. Any Union representative not so checking into the school building or any representative taking an employee away from a duty station may be barred from further access to the building during the school year and any employee conversing with a representative knowing that the representative has not complied with the provisions of this paragraph shall be subject to disciplinary action.
- D. **Mail/Bulletin Boards** The Union shall have the right to post reasonable notices of activities and matters of Union concern on designated bulletin boards. The Union may use employee mailboxes for communications to employees; all such notices shall be signed.
- E. **Special Conferences** Special conferences for important matters of mutual concern may be arranged upon mutual consent of the parties.
- F. **Union Leave:** The Union shall have five (5) days annually for use of Union business. Notification will be made in writing to the building principal at least three (3) calendar days in advance of the day to be used. Twenty-four (24) hours notice is sufficient in case of emergency. The Union shall pay for the cost of a substitute. The Association President shall have time to deal with grievance issues within the District during the school day that cannot be dealt with during non-working hours.

ARTICLE VII DISCIPLINE AND RELATED MATTERS

- A. **Just Cause.** Employees who have completed their probationary period will only be disciplined or discharged for just cause. Probationary employees may be disciplined or discharged for cause or no cause.
- B. **Progressive Discipline.** Progressive discipline will be applied in appropriate cases and in general may include oral warning(s), written reprimand(s), suspension(s) and discharge.
- C. **Private Life.** The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the District, provided it does not adversely affect the performance of their duties or the creditability or image of the District.

ARTICLE VIII GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this contract.

The following matters will not be the subject of grievances filed under this Article.

- 1. The discipline or termination of probationary employees.
 - 2. Any matter involving an employee's evaluation, except failure to comply with the procedural requirements concerning an employee's evaluation shall be grievable.
 - 3. Any matter for which state or federal statute provides a forum for seeking redress through an administrative procedure.
- B. The term "*days*" as used herein shall mean week days, exclusive of holidays or other periods during which the District Office is closed.
 - C. Written grievances, as required herein, shall contain the following:
 - 1. It shall be signed by the grievant or grievants;
 - 2. It shall contain a detailed synopsis of the facts giving rise to the alleged violation;

3. It shall cite the section or subsections of this contract alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

The form for submitting written grievances is set forth in Appendix B.

- D. **Step 1:** An employee alleging a violation of the express provisions of this contract shall within five (5) days of its occurrence, or knowledge of its occurrence, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same. The Union representative may be present during these discussions if requested by the grievant.

Step 2: If no resolution is reached in Step 1, the Union representative, if in agreement with the grievant, shall reduce the grievance to writing and file it within ten (10) days after the employee knows or should have known of the alleged violation.

A copy of the written grievance shall be filed with the Superintendent or his/her designated agent. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Union representative to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, and the Union representative.

Step 3: No individual employee shall have the right to process a grievance to Step 3. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the Union shall within ten (10) days, file a letter of intent to arbitrate with the Superintendent's office. Within ten (10) days of receipt of the letter of intent, the parties will attempt to reach mutual agreement on an arbitrator. Absent mutual agreement, within the ten (10) days period, the Union shall file a demand to arbitrate with the American Arbitration Association.

E. **General Arbitration Provisions**

1. The arbitration proceeding shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

2. No claim or grievance arising after the expiration of this Agreement may be submitted to arbitration.
 3. The cost of the arbitrator shall be assumed by the losing party. The filing fees and other costs associated with the hearing will be assumed separately by the parties.
 4. The decision of the arbitrator shall be final and binding upon the parties subject to review in accordance with the applicable standards for judicial review.
 5. The arbitrator shall have no authority to:
 - a. Rule on any issue previously barred from the scope of the grievance procedure.
 - b. Add to, subtract from, or otherwise modify the terms and conditions of this Agreement.
 - c. Award compensatory or punitive damages.
 - d. Issue back pay for a period in excess of twenty (20) days of the filing of the grievance. This provision shall not be interpreted to require the arbitrator to issue back pay if in his/her judgment, given the facts in a particular case, that it is not warranted.
 - e. Establish wage schedules.
 - f. Rule on the discipline or termination of a probationary employee.
- F. Any grievances in which the Union is claiming its rights under this Agreement have been violated, will be submitted at Level 2.
- G. Except as agreed by the parties, all preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations.
- H. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. If a grievance is filed in an untimely fashion or is not appealed in a timely manner, the grievance is considered as withdrawn. If the District does not issue its decision in a timely fashion, the grievant may proceed to the next step.

ARTICLE IX

GENERAL WORKING CONDITIONS

- A. **Health and Safety.** The District, Union and employees agree that the maintenance and promotion of a safe and healthy work environment is a shared objective. Employees shall not be required to work under any unsafe or hazardous conditions or to perform tasks which are found to endanger them.

An employee who believes unsafe or hazardous conditions exist in the work place shall immediately notify their supervisor. Complaints received under this section will be expeditiously investigated and, where appropriate, action will be taken as soon as possible to remedy the problem.

- B. **Assault.** Any case of assault upon an employee which had its inception in a school centered problem shall be promptly reported to the District, or its designated representative.

Where an employee is sued for conduct in the course of employment, the employee may apply to the Board of Education for legal assistance if not otherwise covered by insurance whether through MEA or an independent insurance carrier. If the Board of Education determines that the employee acted within the scope of District policy, the Board may provide legal counsel to the employee.

- C. **Student Discipline.** The parties recognize that among the primary responsibilities of unit employees, is the requirement to assist in maintaining control and discipline of students. The Board will give reasonable support and assistance to employees who maintain control and discipline students in compliance with District policy.

- D. **Least Restrictive Environment.** The District shall, upon request, consult with any employee responsible for the implementation of the LRE concept about needed training and other matters pertaining to such implementation. It is in the interest of both parties to jointly establish and implement procedures, guidelines, and working conditions to promote the quality of education for special needs students enrolled in the District. Should problems arise, both parties agree to work cooperatively to find solutions to such problems. In no case shall the District be prevented from fulfilling the requirements of the law.

- E. **School Improvement Committee(s)/Site Based Decision Making**

1. Participation outside the normal employee work day and the established exceptions to such, on any school improvement committee or related activity established pursuant to Section 1277 of the Revised School Code, shall be voluntary.

2. Such voluntary participation or non participation shall not be used as criteria for discipline or discharge.
 3. Decisions made by such committees shall not violate the terms of this Agreement.
- F. **Sub-Pay for Aides**. When aides are used as substitutes for absent teachers for more than three (3) hours, they will be paid teacher sub-pay in lieu of their regular wage.
- G. Substitute pay for aides, secretaries and clerical employees will be at their regularly scheduled rate within their scheduled hours of work. Any time beyond their regularly scheduled hours would be at substitute rate. The exception would be substituting for the elementary secretary, which would be paid at the employee's regular rate for the entire time substituting in that position.
- Substitutes will be assigned by their building administrator.

ARTICLE X VACANCIES

- A. **Definition.** A "vacancy" shall be defined as a newly created bargaining unit position or a present position that is available that the District elects to fill.
- B. **Posting.**
1. The District shall post vacancies within the bargaining unit. Interested personnel shall apply in writing within seven (7) calendar days from the published date of the vacancy notice.
 2. Job postings will minimally contain information which identifies the job title, qualifications, the location of the work, the starting date, if known, the rate of pay and the initial number of work hours.
 3. Bargaining unit members interested in receiving job postings who do not work during the summer months, may leave self-addressed, stamped envelope(s) with their supervisor.
- C. **Filling of Vacancy.**
1. Vacancies shall be filled by the most senior qualified applicant from within the department. In the event there are no applicants from within the department, the vacancy may be awarded to the qualified applicant whom the District considers best suited for the job based on all relevant factors.

2. An applicant awarded a vacancy shall serve a trial period not to exceed ten (10) work days. The trial period is not a training period. The purpose of the trial period is to determine whether the applicant has the ability to perform the job at a satisfactory level as determined by the District. If the applicant is unable to perform the job in a satisfactory manner, the employee may at any time during the trial period be removed from the job. If the applicant is an employee, the employee may elect to return to his/her former position at any time during the trial period. During the trial period, the employee's former position may, at the District's option, be filled with substitutes, temporary employees or students.
3. An employee granted a position under this Article or electing to return to his/her former position during the trial period shall be prohibited from applying for another position for a period of twelve (12) months from the effective date of assignment in the posted position. This prohibition shall not apply in instances where the position constitutes an increase in hourly pay rate or increase in hours for the affected employee.

D. **Addition of Hours.**

1. The procedures in this article will not be construed to restrict the District's rights to add hours to existing employees without posting a position or the right to transfer employees prior to determining the need to post a vacancy.
2. Additional hours shall be offered to employees in the department based on seniority, if feasible.

E. **Multiple Positions.**

1. Employees may be permitted to concurrently hold more than one (1) position, provided the schedules of the positions do not overlap on an ongoing basis and further provided the total number of hours for the week does not exceed forty (40) hours.
2. In the event the rescheduling of hours for a person holding more than one (1) position results in a scheduling conflict, the employee will not be permitted to continue in such capacity.

F. **Involuntary Transfers.** Since the frequent transfer of employees from one position to another is disruptive and interferes with optimum employee performance, the parties agree that unrequested transfers are to be minimized.

G. **Temporary Assignments.** Any employee temporarily assigned to a different classification for more than five (5) work days shall receive the starting rate for the different classification or the employee's regular rate, whichever is greater.

ARTICLE XI SENIORITY

A. Definitions

All employees shall hold dual seniority dates. For certain purposes as specifically set forth herein, "*unit seniority*" shall be defined as an employee's length of continuous employment with the Employer since his/her last hiring date. "*Last hiring date*" shall mean the date upon which the employee first reported for work at the instruction of the Employer since which he/she has not quit, retired or been discharged. For certain other purposes as specifically set forth herein, "*department seniority*" shall be defined as an employee's length of continuous employment with the Employer since his/her last appointment date. "*Last appointment date*" shall mean the date upon which the employee first reported for work in his/her department since which he/she has not quit, retired or been discharged or permanently transferred to another department. "*Department*" shall mean either (a) secretarial/clerical, or (b) paraprofessional/aide departments.

An employee shall hold departmental seniority for each department in which the employee is currently working. Employees who change departments shall hold inactive seniority in their previously assigned department for a period of three (3) years after the change. Inactive seniority shall only be used for the purpose of layoff and recall.

B. Probation

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be seventy-five (75) work days.

C. Seniority List.

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared within thirty (30) work days after the effective date of this Agreement. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure, with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.

D. Seniority Lost.

Seniority shall be lost by an employee:

1. If the employee quits or retires.
2. If the employee is discharged for cause.

3. If the employee is absent from work for three (3) or more consecutive working days without notification.
4. If, following a layoff, the employee fails to return from layoff as scheduled after receipt of notice of recall.
5. If the employee is continuously laid off for a period of the employee's seniority, or two (2) years, whichever is less.
6. If the employee is convicted of a felony that adversely affects or is related to the employee's duties or adversely affects the credibility or image of the District.

E. **Transfer Out of Unit** An employee transferred out of the bargaining unit shall accumulate no seniority during the period the employee is not in the bargaining unit, but the employee shall retain the seniority acquired to the date of such transfer for two (2) years or the period of the employee's seniority, whichever is less.

F. **No Child Left Behind**

1. Paraprofessionals hired on or before January 8, 2002, and required by the No Child Left Behind Act of 2001 to meet the requirements of 20 USC 6319 {c} by January 8, 2006, shall:
 - a. Obtain a secondary school diploma or its recognized equivalent by January 8, 2006; and
 - b. Be allowed to elect which of the options below he/she will elect in order to satisfy requirements of 20 USC 6319 {c}:
 - 1) Completion of at least two (2) years of study at an institution of higher education; or
 - 2) Obtain an Associate's (or higher) degree; or
 - 3) Successful completion of a local assessment agreed upon by the Association and the District (See Section 2) or the Michigan Test for Teachers Certification (MTTC) or the American College Testing Act (ACT) WorkKeys assessment or any other recommended assessments by the Michigan Department of Education.
2. The District and the Association shall agree upon and/or develop the Springport Academic Assessment for Title I Paraprofessionals. The local assessment will fulfill the requirements of the Elementary and Secondary Education Act (ESEA) (20 USC 6319 {c}).

3. An employee in a position subject to the requirements of the ESEA who is unable to meet the requirements by the January 8, 2006 deadline established by law shall be displaced from such position with bumping rights as provided in Article XII.
4. For purposes of this Agreement, the term(s) "qualified" or "qualifications" shall mean "highly qualified" as that term is defined in the No Child Left Behind Act of 2001, with respect to positions subject to the requirement of ESEA.

ARTICLE XII LAYOFF AND RECALL

- A. **Definition.** "Layoff" shall be defined as a reduction in the work force. Layoff for purposes of this Article, refers to the total elimination of a position. A reduction in hours shall not be considered a layoff.
- B. **Notification.** Except for emergencies no employee shall be laid off unless said employee has been notified at least thirty (30) calendar days in advance.
- C. **Procedure.**
 1. In the event of a layoff, the Employer shall first lay off probationary employees in the affected classification(s) and then non-probationary employees in the affected classification(s) based on seniority.
 2. A displaced employee shall have the right to bump the least senior employee in another classification for which the displaced employee is qualified, provided the bumped employee has less seniority. Displaced employees shall elect to bump by written notice to the Employer within five (5) calendar days after they receive a lay off notice. Displaced employees may use inactive department seniority to bump a junior employee in a different department.
 3. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly created position.
- D. **Reduction in Hours.** In the event of a single permanent reduction in the regular schedule of hours of an employee by more than five (5) hours per week, the employee will be reassigned to the position held by the least senior employee (provided the employee is qualified) in the classification who is working the same number of hours as the employee whose hours are being reduced. In the event there is no less senior employee in the program working the same number of hours of the employee prior to the reduction, the employee will be reassigned to the

position in the classification held by the least senior employee working as close to, but not more, than the employee prior to being reduced.

Employees displaced through this process will be reassigned within their classification in a similar fashion as described above.

E. Recall.

1. Laid off employees will be recalled in inverse order of layoff to vacancies within the classification from which they were laid off, or to classifications in which they have inactive seniority, provided they are qualified. Recall rights are restricted to non-probationary employees.
2. Employees will receive a minimum of five (5) calendar days notice of recall. Such notice will be forwarded to the employee's last known address. Failure to return shall be considered a voluntary resignation. Exceptions may be made by mutual agreement between the Union and District.

ARTICLE XIII PAID LEAVES

A. Sick Leave:

1. Employees shall earn sick days at the rate of one (1) sick day for each month in which the employee works within an accumulation of one hundred fifteen (115) days. Secretaries employed December 1, 2001, shall be grandparented at twelve (12) sick days per year; provided they work their full work year of approximately two hundred (200) work days during at least eleven (11) of twelve (12) months. For grandparented secretaries only, approved paid leave time (except paid workers' disability leave) shall be considered time worked for purposes of earning sick days. The employer shall print the accumulation on pay stubs each pay.
2. Employees shall be allowed to use sick leave for the following reasons:
 - a. Personal illness or disability which shall include childbirth and complications of pregnancy.
 - b. Up to three (3) days per year shall be granted for serious illness of an immediate family member when presence of the employee is required, or Employer-approved emergency within the immediate family. The Employer may require medical verification for two (2) or more consecutive days. Additional days shall be granted provided the employee supplies medical verification that said employee's presence is necessary or requested by the attending physician.

B. Personal Business Leave:

Two (2) personal days may be used for any purpose at the discretion of the employee, with prior approval of the date obtained from the building principal, except in case of emergency. Absence from duty without pay will be authorized only in situations of extreme emergency. Unused personal business days will be added to the employee's sick days.

C. Funeral Leave

Employees shall receive up to five (5) working days with pay to attend the funeral of the employee's spouse, children or parents of the employee or employee's spouse and three (3) working days with pay to attend the funeral of the employee's grandparents, grandchildren, brother or sister of the employee or the employee's spouse. Additional time may be granted by the District deductible from personal business leave or sick leave.

D. Jury Duty Leave

Leave of absence shall be granted for the time an employee is required to report for jury duty. The District shall pay an amount equal to the difference between the employee's pay and the jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day or portion thereof the employee reports or performs jury duty and during which the employee otherwise would have been scheduled to work.

E. Terminal Leave Pay.

Secretarial/clerical department employees shall receive one-half (1/2) day's pay for each unused sick leave day to a maximum of fifty (50) accumulated days upon retirement under the provisions of the Michigan Public School Employees Retirement regulations. Terminal leave pay shall not exceed an amount equivalent to twenty-five (25) full day's pay.

Paraprofessionals shall receive one-half (1/2) day's pay for each unused sick leave day to a maximum of fifty (50) accumulated days upon retirement under the provisions of the Michigan Public School Employees Retirement regulations. Paraprofessionals must have twenty (20) years of service with the Springport Schools. Terminal Leave pay shall not exceed an amount equivalent to twenty-five (25) full day's pay.

F. Immediate Family.

For purposes of this article, "immediate family" shall mean the employee's spouse, children, parents, grandparents, grandchildren, brother, sister of the employee or of the employee's spouse or a member of the employee's household.

ARTICLE XIV UNPAID LEAVES

- A. 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 the Act shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. Except as required by the Act, the employee on an unpaid leave shall not be eligible for any fringe benefits. Where leave is taken because of birth, adoption or foster placement under the Family and Medical Leave Act, an eligible employee shall give not less than thirty (30) days advance notice.
- B. Leaves of absence of up to one (1) year without pay may be granted to an employee for the reasons and on the conditions listed in this Article upon the written request of the employee to the Board of Education. A leave of absence will be granted or renewed at the sole discretion of the Board of Education. The Board reserves the right to specify the beginning and terminating dates of the leave of absence to correspond as nearly as possible with the beginning or ending of the school year or term. Each request for an unpaid leave of absence will be considered on its individual merits. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final.
1. The District shall not be required to assign an employee returning to duty after a leave to the same building, position, or assignment held prior to the leave. The Board will, however, attempt to assign the employee to the same classification, if available.
 2. If an employee on leave accepts employment elsewhere or enters into a contract for another position without Board of Education approval, his/her leave will be automatically terminated and such conduct will be considered as just cause for dismissal.
 3. An employee on unpaid leave shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during his/her leave of absence.
 4. While an employee is on unpaid leave, there shall be no advancement on the salary schedule in terms of experience, except as provided elsewhere in this Article.
 5. An eligible employee desiring a leave of absence shall submit a request to the Board of Education through the Superintendent. Such request shall be submitted by the Superintendent to the Board with a recommendation for action.

6. For all employees whose leave shall terminate at the beginning of a school year, a letter of availability must reach the Superintendent no later than the preceding April 1. For all employees whose leave shall terminate at times other than the beginning of a school year, such letter of availability must reach the Superintendent no later than sixty (60) calendar days preceding the termination date of the leave. Failure to comply with this provision shall be deemed a resignation of employment. The Superintendent shall notify persons on leave of this requirement.
7. All requests for renewals shall be filed in writing not less than ninety (90) calendar days prior to the termination of the leave.

C. Requests for unpaid leave may be filed for the following reasons:

1. Child care leave may be granted to an employee immediately following the birth or adoption of a child for a period up to one (1) year. Child care leave shall terminate at the end of a semester or school year. A request in writing shall be filed with the Board at least thirty (30) calendar days prior to requested commencement of the leave except in cases of emergency. Upon return from child care leave, the employee shall be restored to his/her same classification, if available.
2. Medical leave may be granted for a prolonged illness of the employee or the employee's spouse, child or parent.
3. In the event an employee of the Board is elected president of the JCEA, said employee shall be granted regular release time as mutually agreed, and the Board shall prorate said employee's salary to the amount of time worked.
4. Unpaid leaves of absence may be requested for "once in a lifetime" opportunities or for other reasons other than those listed above when they are considered beneficial to the employee and the Board. The request must be made at least thirty (30) days in advance. Such leave are granted solely at the discretion of the Board and a denial shall not be subject to the grievance procedure.

D. **Military Leave.** A leave of absence without pay shall be granted an employee required to report for military duty in the National Guard or a branch of the Armed Forces of the United States. Reinstatement upon completion of service shall be in accordance with requirements of the applicable laws of the United States and Michigan.

ARTICLE XV

HOURS

- A. **Work Year.** Employees shall be advised of their work year prior to the start of each school year. The work year for full time employees shall normally be approximately 205 work days for secretarial/clerical employees and 180 work days on student attendance days for paraprofessional/aide employees. Employees shall be give at least thirty (30) days advance notice of any change in their work year. Employees may not work additional days without the advance written approval of their supervisor and Superintendent.
- B. **Work Week** The normal work week shall consist of up to forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week.
- C. **Lunch Period.** Employees scheduled to work at least five and one-half (5-1/2) hours per day shall receive a thirty (30) minute unpaid lunch period.
- D. **Breaks.** Employees scheduled to work at least four (4) hours per day will receive one (1) fifteen (15) minute break. Employees scheduled to work at least five and one-half (5-1/2) hours per day will receive two (2) fifteen (15) minute breaks.
- E. **In-service.** All bargaining unit members may be offered two (2) voluntary in-service training opportunities in conjunction with in-service training scheduled for the instructional staff. Such training opportunities shall be fully paid by the Employer, and each employee shall be given his/her regular rate of pay for the hours of in-service.
- F. **Overtime.** Employees who work overtime shall be granted compensatory time off to the extent permitted by law. If compensatory time off cannot be used for overtime, employees shall receive overtime pay at a rate of one and one-half (1 1/2) times the employee's regular rate of pay to the extent required by law.
- G. **Training.** The Board may pay tuition costs of training which in the judgment of the superintendent is directly related to the improvement of the employee's skills necessary to the performance of his/her present position. Any course must have the prior approval of the superintendent, or his/her designee. Reimbursement will be made to the employee after evidence of successful completion of the approved course of study or training has been presented to the District.
- H. **Extra Work.** Extra work, including overtime, which is part of the regular duties of an employee shall be assigned to that employee. Extra work, including overtime, which is not part of the regular duties of an employee (i.e., athlete's physicals, fund raisers) shall be assigned to the most senior employee in the classification, provided such employee has the ability to perform the work.

- I. **Mandatory Meetings.** Except for emergencies, employees shall have three (3) days prior notification of mandatory meetings scheduled outside of the employee's regularly scheduled hours. Employees shall be paid their regular rate for their attendance at mandatory meetings.

ARTICLE XVI MISCELLANEOUS PROVISIONS

- A. **School Closing.** The Board shall determine which employees shall be required to work when an act of God, or an Employer directive, forces the closing of a school. An employee who is not required to report shall suffer no loss in pay for the first such day during each school year. A "day" is considered the employee's normally scheduled hours of work. After the first Act of God day, an employee who is not required to report shall have the option of using any accumulated leave time (vacation or personal days only) or time off without pay for such a closing or delay.
- B. **School Cancellation After Opening.** If school is canceled after employees have reported for work or after students have reported, employees shall be dismissed immediately after such cancellation and excused from work. Paraprofessionals shall be paid for all time worked, but no less than one half (1/2) days pay. Secretaries shall be paid for time missed due to the cancellation.
- C. **Multiple Positions.** Any employee working in more than one (1) classification shall, for the purposes of benefits and pay:
1. Be paid the appropriate rate for each hour worked.
 2. Receive benefits prorated according to the time worked in each department
- D. **Student Workers.** No student workers shall be employed if members of the bargaining unit are on layoff. In no event will student workers displace bargaining unit members.
- E. **Temporary Playground Duty.** Whenever practical, if an aide/paraprofessional who is not ordinarily assigned to playground duty is to be so assigned, he/she will be notified of such assignment by the end of the preceding day so that he/she may come properly attired for such duty.
- F. **Administrative Absence.** When a building principal is absent for more than one consecutive day, a counselor or teacher will be designated as the person in charge of the building.

ARTICLE XVII

VACATIONS AND HOLIDAYS

A. **Vacation.** Secretarial/clerical department employees shall receive the following paid vacation:

1. All secretaries shall receive paid vacation time. Vacation time may be used by eligible employees at times of the employee's choosing, except eligible employees may not take vacation when school is in session without the approval of the Superintendent or his/her designee or where more than one bargaining unit member requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting bargaining unit members from being absent at the requested times. In such instances, the affected bargaining unit member having greatest seniority shall be granted his/her preferred vacation date(s).
2. **Vacation Accumulation.** Vacation time may be accumulated from year to year up to a maximum of ten (10) workdays total. Vacation time shall be computed as of each bargaining unit member's anniversary date on the basis of the following schedules:

after 1 year	two weeks
after 5 years	three weeks
after 10 years	four weeks

Secretarial employees with over eight (8) years service with the District, on July 1, 2004, shall receive five (5) weeks vacation after fifteen (15) years of service.

3. Vacation time shall be prorated as follows:
 - a. Determine the percentage regular scheduled hours to forty hour week.
 - b. Apply the above percentage to each weekly salary.
 - c. Multiply by the appropriate number of eligible weeks.

B. **Holidays**

Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace the day.

Paraprofessionals shall have the following days off with pay:

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Day before Christmas
5. Christmas Day
6. New Year's Eve Day
7. New Year's Day
8. Memorial Day
9. Good Friday, if school is not in session. If school is in session on Good Friday, a day will be paid for the week following.

Secretarial/Clerical employees shall have the following days off with pay:

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving Day
4. Christmas Day
5. Day before or after Christmas
6. New Year's Eve Day
7. New Year's Day
8. Good Friday, if school is not in session. If Good Friday is in session, a day will be paid for the week following.
9. Memorial Day
10. July 4, for an employee working a normal schedule the week before or the week after.
11. Two (2) Floating Holidays when school is not in session.

ARTICLE XVIII

BARGAINING UNIT MEMBER EVALUATIONS

- A. Each employee shall be evaluated by the employee's immediate supervisor at least once every three (3) years.
- B. **Written Evaluations.**
 1. The written evaluation shall be submitted to the employee and within ten (10) days thereafter a personal interview shall be held to discuss the evaluation. The employee shall sign the original and keep a duplicate copy. In the event the employee feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation before it is placed in the personnel file.
 2. If a supervisor finds an employee lacking, the reasons therefore shall be set forth in specific terms with identification of the specific ways in which the employee is to improve.

- C. No matter involving an employee's evaluation, except failure to comply with the procedural requirements concerning an employee's evaluation, shall be grievable.

ARTICLE XIX JOB DESCRIPTIONS

Job descriptions will be developed for each classification within sixty (60) calendar days after the ratification of this Agreement. Such job descriptions shall be developed by the Employer with input from the Union. The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the Employer. The job descriptions will include at a minimum:

1. Job title and description
2. Minimum requirements
3. A specific statement of required tasks and responsibilities

ARTICLE XX COMPENSATION AND INSURANCE

- A. **Wages**—Employees shall be compensated in accordance with the wages as set forth in Appendix A.
- B. **Insurance Protection**—The Board shall provide to each employee the insurance benefits as specified below.

Secretarial/Clerical—Full-time secretarial/clerical employees shall be provided the following insurance benefits. Regular part-time secretarial/clerical shall receive prorated amounts for insurance coverage:

PLAN A

Health	MESSA Choices II \$10/\$20 RX
Long Term Disability	90 days-66 2/3% Monthly Max \$2,500
Life Insurance	\$20,000 with AD&D + Disability Waiver
Vision	VSP-3
Dental	Delta Dental 100-90-90 Class I, II, III, \$600 Max

Employees electing "Plan A" shall pay nine hundred and sixty two dollars (\$962) of the annual cost at the rate of thirty seven dollars (\$37) per pay based on 26 pays by payroll deduction and the Board shall pay the balance of the annual premium cost.

For those Secretarial/Clerical employees not taking health insurance, the Board agrees to provide a MESSA PAK as follows:

PLAN B for Secretaries

Life Insurance	Same as Above
Vision	Same as Above
Dental	Same as Above

Cash in Lieu of Health: \$150.00 per month

Paraprofessional/Aide:

LTD	90 days – 66 2/3% Monthly Max \$2,500
Life Insurance	\$20,000 with AD&D
Vision	VSP 3 (if paraprofessional works twenty (20) or more hours per week.)

Beginning July 1, 2010

PLAN A

Health	MESSA Choices III \$10/\$20 RX \$100 / \$200 deductible \$20 OV / \$25 UC / \$50 ER
Long Term Disability	90 days-66 2/3% Monthly Max \$2,500
Life Insurance	\$20,000 with AD&D + Disability Waiver
Vision	VSP-3
Dental	Delta Dental 100-90-90 Class I, II, III, \$600 Max

For those Secretarial/Clerical employees not taking health insurance, the Board agrees to provide a MESSA PAK as follows:

PLAN B for Secretaries

Life Insurance	Same as Above
Vision	Same as Above
Dental	Same as Above
Cash in Lieu of Health:	\$150.00 per month

Paraprofessional/Aide:

LTD	90 days – 66 2/3% Monthly Max \$2,500
Life Insurance	\$20,000 with AD&D
Vision	VSP 3 (If paraprofessional works twenty (20) or more hours per week.)

ARTICLE XXI
DURATION OF AGREEMENT

This Agreement shall be effective as of August 21, 2009, and shall continue in effect until August 20, 2011.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 29th day of April 2010.

Jackson County Education Association

Springport Board of Education

By: _____

By: _____

By: _____

By: _____

APPENDIX A -1
WAGES

PARAPROFESSIONAL

2009 - 2010

0%

	0 – 10 Years	11 – 19 Years	20 + Years
General Aide*	9.87	9.98	10.08
Library Specialist	10.38	10.49	10.59

2010 - 2011

0%

	0 – 10 Years	11 – 19 Years	20 + Years
General Aide*	9.87	9.98	10.08
Library Specialist	10.38	10.49	10.59

*For purposes of this Agreement, Title I, Article II, classroom aides, cafeteria aides, playground aides and the high school and middle school aides shall be considered as general aides.

APPENDIX A -2
WAGES

SECRETARIES

WAGES

Years of Experience	2009 - 2010 0%*	2010 - 2011 0%
1	11.31	11.31
2	11.67	11.67
3	12.23	12.23
4	12.74	12.74
5	13.44	13.44
9	14.84	14.84
12	15.71	15.71
14	15.88	15.88
16	16.30	16.30
20	17.19	17.19

**APPENDIX B
GRIEVANCE REPORT FORM**

Grievance # _____

Springport Public Schools

Distribution of Form

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

Submit to Supervisor in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Date Signature

C. Disposition of Supervisor: _____

Date Signature of Supervisor

D. Disposition of Grievant and/or Union: _____

Date Signature

If additional space is needed in reporting Sections B, C, or D of Step 1, attach an additional sheet.

STEP 2

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Date

Signature

C. Position of Grievant and/or Union: _____

Date

Signature

STEP 3

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

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