

AGREEMENT

BETWEEN

**BOARD OF EDUCATION
OF THE
NORTHVIEW PUBLIC SCHOOLS**

AND

**KENT COUNTY EDUCATION ASSOCIATION
SUPPORT PROFESSIONAL ASSOCIATION
A SUB GROUP OF THE
NORTHVIEW TRANSPORTATION ASSOCIATION**

December 21, 2010 - June 30, 2012

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AGREEMENT

Section A. Parties

This AGREEMENT is made and entered into on December 21, 2010 between the Board of Education of Northview Public Schools hereinafter called the "Board", and the Northview Education Support Professional Association, Kent County Education Association, Michigan Education Association, National Education Association (MEA/NEA), hereinafter called the "Association".

Section B. Application

All terms and conditions of employment specified in this contract apply only to those members of the Northview Education Support Professional Association, that are employees of the Northview Board of Education as specified in Article I, Recognition Clause.

The power to decide whether or not to enter into, ratify, or execute a collective bargaining agreement with the Northview Public Schools Board of Education rests solely with the members of the Northview Education Support Professional Association and shall not be delegated to any bargaining representative or any education association or conditioned on approval by any bargaining representative or any education association.

Section C. Headings

The headings used in this Agreement are for reference only and shall not add to nor subtract from the express terms and provisions contained therein.

PURPOSE

Section A. Establish Terms and Conditions

This Agreement is negotiated pursuant to the Public Employment Relations Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

Section B. Cooperative Dispute Resolution

The Board and the Association recognize it is the intent and purpose of this Agreement to promote and ensure a spirit of confidence and cooperation between the Board and its Employees as well as establish an orderly and peaceful resolution of labor disputes which may arise during the life of this Agreement; and

accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

Section C. Binding Obligation

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

ARTICLE I – RECOGNITION

The Board hereby recognizes the Northview Education Support Professional Association, Kent County Education Association, the Michigan Education Association, and the National Education Association, (NESPA/KCEA/MEA/NEA), as the sole and exclusive bargaining agent, for all full-year, school year and regularly scheduled part-time, interpreters for the deaf or hard of hearing, excluding Supervisors of interpreters, substitutes, and all other employees.

ARTICLE II – ASSOCIATION RIGHTS

Section A. School Building Use

The Association and its members may use the district facilities at reasonable hours for meetings as long as the building is covered by the operating staff. Room arrangements shall be made with the principal involved or the Superintendent or designee. The Association may be required to secure an approved Building Use permit before the use of any school facility.

Section B. Posting Notices and School Mail Use

The Association will have the right to place notices, circulars, and other material on Association bulletin boards, with at least one of which shall be provided in each work site, and mail boxes. Authorized representatives of the Association will assume the responsibility for posting or distributing materials of the Association. The school mail system may be utilized by the Association for its official business.

Section C. School Equipment Use

The Association may use office equipment at reasonable times when such equipment is not in use. Administrative notification will be given prior to such use. The Association shall furnish all materials and supplies incidental to its operation.

Section D. Information

The Board will, in accordance with Board Policy No. 8310, dated July 12, 1999, furnish the Association, in response to written request, copies of public records or documents. The Association may be requested to compensate the Board for the cost of reproduction and making the materials available.

Section E. Copies of the Agreement

The Board will furnish a copy of this Agreement to each employee in the bargaining unit and to each new employee and twenty (20) additional copies to the Association without cost.

Section F. Membership Fees and Payroll Deduction

1. Membership /Representation Fee. Each bargaining unit member shall, as a condition of employment, after completion of their probationary period or on the effective date of this Agreement, whichever is later, (1) join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to the policy. The Service Fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee.

In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

2. Policy regarding Objections. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct. 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures". That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in the policy shall be exclusive, and unless and until such procedures, including administrative or judicial review have been availed of and exhausted, 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, or any other administrative or judicial procedure.
3. Indemnification Clause. In the event of any legal action against the Board brought in a court of administrative agency because of its compliance with Section I of this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

- b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- c. The Association shall have complete authority to compromise and settle all claims, which it defends, under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance of this Section F of Article II.

- 4. Dues Deduction. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the bargaining unit member bi-weekly for ten (10) months beginning in September and ending in June of each year.
- 5. Payroll Deduction. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for insurance programs not fully Board paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Board.
- 6. Payment of Representation Fees. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to nonmembers along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Section F of this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- 7. Change of Status. The Board will make available to the treasurer of the Association the names and addresses of each employee separated from the payroll, hired, laid off, recalled, placed on approved leave of absence, or a change of address within fifteen (15) days of such change.

Section G. Association Release Time

1. Grievances/Negotiations. The Association shall not lose time or pay for authorized time spent investigating complaints and or handling grievances, or negotiations during their regular scheduled working hours. The Board shall not be obligated to grant time during the employee's paid working hours.
2. Association Conferences/Training Sessions. Each school year, the Association shall be allowed up to twenty (20) hours of released time for employees at the trip rate of pay to attend conferences and training sessions endorsed by the Association. The Board in its discretion may approve these hours for other Association related activities upon request from the Association on each occasion.
3. Union Meetings. The Association will make every effort to schedule meetings during non-working times. Release time will be used only when absolutely necessary.

ARTICLE III – EMPLOYEE RIGHTS

Section A. Right to Support Association

Pursuant to applicable Michigan statutes the Board hereby agrees that every employee of the Board of Education shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining. The Board will not directly or indirectly discourage, deprive, or coerce any employees in the enjoyment of any rights conferred by Act 379 of the State of Michigan or of the Constitution of the United States.

Section B. Non-Discrimination

The Board will not discriminate against any employee with respect to hours, wages or any term or condition of employment by reason of membership in the Association, participation in collective bargaining with the Board, nor institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section C. Discipline

Any employee may be disciplined for misconduct or failure to properly perform duties. No employee shall be reprimanded, disciplined, discharged, reduced in rank or compensation without just cause. All such discipline shall be progressive in nature. The following represents progressive disciplinary action:

1. Oral reprimand
2. Written reprimand
3. Suspension with or without pay, as determined by supervisor
4. Termination

The purpose of progressive discipline is to correct the misconduct or failure to properly perform duties at the lowest effective step. Discipline will be progressive in nature except in cases where there have been violations of the law or extreme violations of the written rules and policies of the district. Written rules and policies of the district will be made available to employees at their work site.

Section D. Association Representation

Any bargaining unit member who is to be reprimanded, warned or disciplined for any infraction of school policy or delinquency in their performance, will, upon the bargaining unit member's request, have an Association representative of her/his choice at the reprimand, warning or discipline. When a request for such representation is made, either by the Board or the Association, no action will be taken until a representative can be present. However within twenty-four (24) hours a date will be set for the meeting to take place. In extreme cases of misconduct, the Board reserves the right to place an employee on unpaid leave pending the meeting with the Association representative. The Association will provide the Board with a known representative for the **employee**.

Section E. Personnel File

Each employee has the right to review the complete contents of her/his personnel file. A representative of the Association may accompany the employee if so requested. No evaluative material may be placed in the personnel file to which the employee has not been allowed to respond in writing. All written responses by the employee will be included in the personnel file. Reprimands will be removed from the employee's personnel file at the written request of the employee after two (2) years if there has been no further disciplinary action, letter(s) or warning and/or suspension(s) related to the problem. However, if other unrelated disciplinary action, letter(s) of warning and/or suspension(s) should occur within the two (2)-year period, the original reprimand will only be removed at the written request of the employee and the approval of the Superintendent or designee. The Central Office file is the official personnel file. The employee shall be notified of any external request to review or copy their personnel file. Before any documents are released, the employee will have the opportunity to review the request and all documents subject to the request. An Association representative may be present.

Section F. Complaints

No material, including student, parental, or school personnel complaints, will be placed in the employees personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be reduced to writing with the complaints, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the employee is requested to sign any material, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Section G. Evaluations

Each employee shall be evaluated:

1. Twice during the first year of employment. (on or before January 1, and May 1)
2. At least once during each succeeding year. (on or before May 1)

If an employee receives an unsatisfactory evaluation for the school year she/he must be evaluated at least twice during the succeeding school year.

The Supervisor will conduct on-site observations of interpreters. There will be at least one period of observation at a time agreed upon by the Supervisor, mainstream teacher and interpreter for evaluation purposes. There may be unannounced observations, if needed. If deemed necessary by the Supervisor or interpreter, written comments will be given to the interpreter within seven (7) working days after the formal observation and a meeting to discuss the comments will be promptly scheduled. Depending on availability, an interpreter may request an observation by a Deaf/Hard of Hearing staff member and/or another staff interpreter upon informing the Supervisor. However, the Supervisor's final evaluation will be the official evaluation. An evaluation of total job performance will be discussed at a conference by May 1. Areas addressed include interpreter's skills, attendance, punctuality, dependability, relationship with others, flexibility and professional development.

The evaluation shall be performed by the Supervisor.

- If an evaluation conference has not been held or scheduled by May 1, XXXX of each year, the interpreter's performance is deemed to be satisfactory for the preceding school year.

The evaluation shall be reviewed with the employee with a counter signature indicating having reviewed the evaluation. Each employee may attach her/his comments to the evaluation before transmittal to the Administration office.

ARTICLE IV – BOARD RIGHTS

1. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by the Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
2. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively 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:

- a. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
- b. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provision of this Agreement, and the right to establish, modify or change any work or business of hours or days.
- c. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees both voluntarily and involuntarily, assign and reassign employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- d. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
- e. Adopt reasonable rules and regulations.
- f. To hire all employees, to determine their qualifications, and conditions of continued employment, or their dismissal, demotion; and promote and transfer all such employees.
- g. 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, buildings or other facilities.
- h. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- i. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- j. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement
- k. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
- l. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of the Agreement.

ARTICLE V– SENIORITY, LAYOFF, AND RECALL

Section A. Status Definition

School Year, Regular Part-time, & Part-time Employees

- a. School Year - Employees working six (6) hours or more per day and at least a school year or more, but less than 48 weeks.

- b. Regular Part Time - Year round or school year employees working on a regular basis (every day) but less than six (6) hours per day.

- c. Part-time – Any other employee

Section B. Seniority

Seniority shall be defined as length of continuous service in the employ of the School Board commencing with the date of last hire. All new employees shall be considered probationary until they have worked for one hundred eighty (180) work days. At the discretion of the Administration, the probationary period may be extended for up to an additional 180 work days. During this probationary period employees will have no seniority status. At the end of the probationary period each employee will be entered on the seniority list as of the date of last hire. Probationary employees may be terminated with or without cause.

Section C. Layoff and Recall

In all promotions to positions covered by this Agreement as well as in all layoffs and recalls, the seniority of employees within the group shall be considered along with skill and ability of the employees concerned. Provided the skill, State qualification/National certification, ability, job performance, and work history of employees are relatively equal, as determined by the Administration, seniority shall govern.

In the event a layoff is necessary, the employee will be provided with a minimum of twenty business days (20) notice prior to the layoff going into effect.

- a) The Assistant Superintendent of Human Resources will meet with the Association President to discuss the proposed layoff.
- b) The Assistant Superintendent of Human Resources and the Association President will attempt to reduce staff through attrition and/or voluntary layoff in the appropriate area.
- c) If further reductions are necessary, probation employees will be laid off.
- d) If further reductions are necessary, the Assistant Superintendent of Human Resources and the Association President will meet to discuss the layoff procedure.

When filling extra assignments such as interpreting for after school activities, seniority will be considered; however, the best interest of the student will be the first and most important consideration.

Notices of vacancies shall be posted in each building. No vacancy shall be filled until it has been posted for at least five (5) days.

Seniority of an employee shall automatically terminate if she/he voluntarily quits, is discharged for just cause, or she/he fails to report after a leave of absence.

Section D. Insurance

Insurance will be carried to the end of the month in which a layoff occurs or to the end of the fiscal year if the layoff occurs at the end of a school year. Insurance at the COBRA rates will be offered to all laid off employees.

ARTICLE VI- CONDITIONS OF EMPLOYMENT

Section A. Health

Each new employee, before taking up her/his duties for the school district, must have on file a health certificate indicating the individuals physical fitness for her/his duties signed by a licensed doctor of medicine. Employment in any position shall be contingent upon filing this certificate with the Superintendent or designee.

Section B. Certification

All interpreters are required to meet the state Certification requirements unless a waiver is granted due to the availability of certified interpreters. Proof of certification level and test scores must be filed with the Superintendent or designee no later than October 1 of the current school year. Placement on the salary schedule will be based on having all appropriate certification materials on file at the Central Office.

- The District will reimburse the employee on an annual basis up to seven hundred fifty dollars (\$750) for 2010 – 2011 school year and eight hundred dollars (\$800) for 2011 – 2012 school year for costs associated with maintaining or increasing their certification level or for tuition in a related educational field. This applies to a QAI certification through an EIPA 2 certification.
- The holders of a QAI certification will be reimbursed seven hundred fifty dollars (\$750) annually through the 2011 -2012 school year. At the beginning of the 2012 – 2013 school year a holder of a QAI certification will be paid at the non-certified rate.

Section B. Work Year

The normal work year will be all student instruction days plus the regular teacher work days unless notified in advance by the Administration

Section C. Working Hours

The normal working hours shall be assigned by the immediate Supervisor. Additional daily hours may be granted at the discretion of the Supervisor. All employees shall receive a duty free lunch as scheduled. An employee may at his/her option work through his/her duty free lunch if requested by the building principal or administrator.

Section D. Staff Meetings

Each regular employee is required to attend staff meetings as part of their regular assignment, unless excused in advance by their Supervisor.

Section D. Reporting Pay

An employee scheduled to report to work and who reports for work without having been previously notified of a change in scheduling is entitled to one-half (1/2) of their regular hours work with pay, or one-half of their regular hours pay in lieu thereof if no work is available. If work is available, the employee must perform the work assigned.

Section E. Extended Day Provisions

Interpreters who are required to return or make a separate trip in order to provide services will be guaranteed pay for two (2) hours, or the actual hours worked if greater than two hours. Those individuals who assume an activity assignment which is a continuation of the day will be paid for actual hours worked.

An interpreter, as deemed necessary by the Director of Special Education with consideration based on IEP, coach, teacher, and interpreter may be required to accompany a student to an off-campus school event and will be paid from the time the school transportation leaves the campus until transportation returns.

An interpreter scheduled to report for an extended day activity and discovers that the event has been cancelled, rescheduled, or the student/parent involved failed to attend the event shall be entitled to a minimum of two (2) hours pay or up to one half of the scheduled event time, whichever is greater, provided he /she has not been previously notified by noon of the day of the event or by 6:00 p.m. the evening before a weekend or an all day event.

Section F. Preparation Time

Each K-6 employee who has a continuous schedule of four (4) hours or more, is entitled to one paid preparation period of thirty (30) minutes during his/her work day. Each 7-12 employee with a continuous schedule of four (4) hours or more, is entitled to one paid preparation period of forty-five (45) minutes during his/her

work day. An interpreter will receive pay at the rate of time and one half at his/her hourly rate if required to interpret during this preparation period.

Section G. Professional Development

All interpreters will develop a professional development plan to coordinate EIPA certification and /or to work on potential growth areas. These plans will be developed in cooperation with and overseen by the Director of the Hearing-Impaired Program and shall be congruent with the MDE rules.

One day per year will be a planned program for a EIPA certification preparation delivered by an outside presenter (EIPA Test Administrator, College Instructor, Credentialed Professional, etc.).

Section H. In-Service Days

All in-service days will be required workdays unless excused in advance by their supervisor. An in-service schedule will be provided as soon as possible.

Section I. Travel Reimbursement

An interpreter who is requested to provide services off-campus after hours and provides her/his own transportation will be paid in accordance with the IRS allowable rate, or one-half hour in travel time in lieu of mileage. An interpreter who is requested to provide services between work sites during the workday and provides his/her own transportation will be paid in accordance with the current IRS allowable rate. Requests shall be submitted twice each year at the end of each semester.

Section J. Holiday/Vacation Pay

If required to work during holidays or Holiday Break / Mid-winter break / Spring Break vacation, an interpreter will receive 1½ times their normal hourly rate.

Section K. Summer Work

If required to work during the summer weeks, an interpreter will be paid at 1.25 times their normal hourly rate.

ARTICLE VII – RETIREMENT

Section A. General Conditions

The Board of Education may require retirement of any employee whose physical or mental health, as determined by a qualified physician, makes it impossible for the employee to meet the normal obligations of her/his regular assignments. The expense of this medical examination shall be assumed by the Board of Education.

Section B. MPERS Eligibility

After ten (10) years of continuous employment a school year employee who immediately qualifies to receive a pension from the Michigan Public School Retirement System (within six (6) months of leaving the district) and who severs employment with the Northview Public Schools, shall be paid by the Board for each day of accumulated unused ETO at the following rate \$40 per day for school year employees, and regular part-time employees working at least 16 hours per week shall receive \$20 per day for accumulated ETO, limited to a total of 140 accumulated days.

- Interpreters having completed fifteen (15) years of service as a district employee shall upon severance/retirement receive a one-time One Thousand Dollar (\$1,000) payment in the form of a non-elective employer contribution to a 403(b) plan. The payment will be made within sixty (60) days following the final compensation payment. This payout is subject to IRS limitations (2010 – 11 total of \$16,500). Regular part-time employees will receive this payment at the prorated levels.

ARTICLE VIII – LEAVES WITH PAY

Section A. Earned Time Off (ETO)*

School year employees shall be allowed to accumulate Earned Time Off (ETO), 25 days pro-rated bi-weekly per school year. Five (5) ETO days will be front loaded at the beginning of the school year and the remaining 20 will be earned bi-weekly.

An employee who desires to use an ETO day must notify the Supervisor and request a substitute, as soon as possible and in no case later than 6:30 a.m. on the day of the absence.

One ETO day per year may be used immediately before or immediately after a holiday, a break period, or the first or last day of the school year. Additional days used in this manner must be pre-approved by the Assistant Superintendent.

Accumulation Earned Time Off will accumulate based on actual hours worked. The maximum number of ETO days to accumulate shall be one hundred forty (140). All accumulated ETO shall terminate when the employee leaves the employment of the district prior to retirement. Employees retiring from the District will receive compensation for unused ETO days as specified in Article VII-Retirement. Employees shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.

Other No more than five (5) ETO days can be used in any one consecutive time period. Planned absences of more than three consecutive days must be preapproved by the principal or supervisor. If an absence of more than three days is not

preapproved, that time may be considered a leave without pay and/or may result in disciplinary action. The District shall make every effort to secure substitutes by using all available options.

This encompasses sick, vacation, personal and floating holiday leave times.

***The ETO terminology and labeling on pay stubs will become effective July 1, 2011. All existing time will have restrictions lifted, and we will operate as if they are ETO days.**

Section B. Bereavement Leave

An interpreter shall be allowed up to five (5) days of bereavement leave with pay per year. These first five (5) days will not be charged to ETO. Up to five (5) additional days may be granted with pay that shall be charged against the interpreter's ETO, if accumulated ETO is available. Each occurrence is limited to a maximum of five (5) days. In the rare event additional days are required, approval must be obtained from the Superintendent.

Section C. Jury Duty

Employees who are summoned for jury duty examination and investigation must notify the Business Office within twenty-four (24) hours of receipt of such notice.

If such employee then reports for jury duty, that individual shall continue to receive the regular daily wage for each day on which the individual reports for or performs jury duty and on which the employee would otherwise have been scheduled to work. Such time spent on jury duty shall not be charged against leave days.

To be eligible for jury duty pay differential, the employee must furnish the Business Office with a written statement from the appropriate public official listing amounts of pay received, the days on jury duty, and a check for the full amount of the jury fee paid, excluding any travel allowance paid to the employee by the court. This payment by the employee shall be made to the Business office no later than two (2) weeks after the return from jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

Section D. Snow Days

Employees will be paid when school is canceled for snow day(s) or other "Acts of God" unless the day(s) are required to be rescheduled to meet the State requirement for hours and days of instruction.

Section E. Other

Any absence for reasons other than the above must be discussed in advance with the Superintendent or designee. Cases not specifically defined in these policies will be handled on an individual basis.

All leaves are considered as time off for the reasons necessary for the protection of the employee. Any employee who willfully violates or misuses this policy or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and any further rights under this policy unless reinstated in good standing by the Superintendent or designee. The offense may constitute grounds for dismissal.

ARTICLE IX – LEAVES WITHOUT PAY

Section A. General Conditions

Employees may, at the discretion of the Board be granted a leave of absence without pay. An employee on an approved leave of absence will continue to accrue seniority while on leave. Experience credit does not accrue while on leave; however, step placement will be maintained. An employee on an approved leave can accept substitute or extra-curricular assignments. An employee on leave may continue their insurance coverage by paying the required premiums in advance each month. An employee will be returned from leave if an opening exists or will be assigned to the next vacant position.

Section B. Request Procedure

The request for leave without pay shall be in writing and shall be signed by the employee and given to the immediate Supervisor or Director.

Section C. Absence without Approval

Absence without leave approval, except in emergency situations, shall be cause for termination of employment.

Section D. Other

Leaves of absences will not normally be granted for vacation periods and purposes for the extension of school vacation periods or holidays.

ARTICLE X – WORKERS COMPENSATION

An employee who is absent due to an injury and is eligible for Workers' Compensation benefits will receive benefits according to State rules and regulations of the Workers' Compensation law. An employee injured on the job shall report such injury at once to the Central Office and the building principal. All reports must be filed at the Central Office no later than seven (7) days after the incident occurred.

An employee who qualifies for Workers' Compensation will be afforded medical care premium payments as specified in Article XV, Insurance, through the end of the fiscal year in which the injury occurs.

ARTICLE XI – GRIEVANCE PROCEDURE

Section A. Definition

A grievance shall be defined as an alleged violation or misapplication of any specific provision of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance procedure. Any individual may present a grievance to the Board or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.

Section B.

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 opportunity to be present at such adjustment and the Association has been given the opportunity to review the agreement.

Section C.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Adverse evaluation shall not be subject to the grievance procedure.
2. The termination of services or failure to re-employ any probationary employee.
3. Any claim or complaint for which there is another remedial procedure or form established by law.
4. Any claim or complaint regarding the retirement plan or any insurance plans or the amount of payment by the insurance companies.

Section D. Procedure

1. **Time Limits** – Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. If the time limits of Step One (1) are violated no grievance can be processed. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next step. The time limits specified may, however, be extended by mutual agreement, in writing, between the Association President and the Superintendent or designee.

- a. For the purpose of the time limits in the grievance procedure, holidays observed under this agreement, Saturdays, Sundays, Winter and Spring Breaks and unscheduled school closings shall not be counted.
- b. All other days that are normal school year work days will be counted in the time limits. It is understood that the time limits are maximums and can be extended with the written mutual consent of both parties.

2. **Grievance Forms** – A supply of the grievance forms shall be on file with the Association, Supervisor of Interpreters, and the Central Office. Only the approved grievance form will be used.

3. **Steps** –

Step One – An employee shall within fifteen (15) working days of the discovery of the occurrence of the grievance orally discuss the matter with his/her immediate Supervisor with the objective of resolving the matter informally. The employee shall inform the Supervisor that the particular discussion is the step-one discussion of the Grievance Procedure.

Step Two – If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, s/he shall file the grievance in writing with the Supervisor within five (5) working days of the oral discussion of the grievance with the Supervisor for Interpreters, whichever is applicable.

Within five (5) working days of the filing of the written grievance, the Supervisor of Interpreters or his representative will meet with the aggrieved employee, or the aggrieved employee and her/his Association Representative if the employee requests the Association Representative to be present, in an effort to resolve the grievance. The Supervisor of Hearing Interpreters will have five (5) work days from the date of this meeting to respond in writing as to her/his disposition.

An Association grievance commencing at this step shall be filed within ten (10) work days of the alleged occurrence of such a grievance.

Step Three –

- a. If the aggrieved is not satisfied with the disposition of the grievance at Step Two, she/he shall within five (5) working days thereafter transmit the grievance to the Superintendent or designee indicating a desire to pursue the grievance to Step Three. At this step, the grievance must be signed by the aggrieved and the Association.
- b. Within ten (10) working days of receipt of such grievance, the Superintendent or designee may meet with the aggrieved and the Association Representative(s) to discuss the issues. A written answer shall be given to the aggrieved and the Association representative within ten (10) working days after receipt of such grievance if the Administration elects not to hold a conference to discuss the

grievance, or within five (5) work days after the conference if a conference is held.

Step Four – If the decision of the Superintendent or designee is not satisfactory to the Association, the grievance may be submitted for arbitration by written notice from the Association within fifteen (15) working days after receipt of the Superintendent or designee’s decision. If the grievance is submitted to Arbitration, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Arbitrator shall have no power to alter, add or to subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.

4. Limits of Arbitrator and Fees of Arbitration – The arbitrator’s authority is limited to deciding whether a specific provision of this Agreement has been violated. The decision of the arbitrator, if within his scope of authority, is final and binding. The Arbitrator’s fee and other arbitrator expenses will be divided equally between the parties. Each party must bear his own personal expenses in connection with the grievance.

The arbitrator shall have no power to rule on the termination of service of a probationary employee or the failure to reemploy any probationary employee, or any matter involving the content of an employee’s evaluation.

5. Grievance Form – Grievances will be filed only on the form specifically designed for such a purpose and referred to as “Grievance Report Forms – for Northview Public Schools.” (See Appendix C) Copies of this form will be available from the Administration Office and Offices of the Association.

ARTICLE XIII - HOLIDAYS

The following Conditions shall be met in order to obtain holidays with pay:

- a. The employee has completed the last scheduled work day, for his/her classification, prior to the holiday unless same falls within a vacation period in which the employee is not required to work, and commence work at the scheduled time on the next regularly scheduled work day after the holiday.
- b. In the event an employee is unable to work the day before or after the holiday which is excused by the Administration because of proven illness or injury, requirement a. shall not apply.

Each school year or regular part time employee shall be entitled to one (1) day's pay at their regular daily rate for each of the following holidays:

Labor Day	Memorial Day
Thanksgiving Day	Christmas Eve Day
Christmas Day	New Year's Eve Day
Wednesday before Thanksgiving Day	New Year's Day
Friday after Thanksgiving Day	

Each part time employee working 16 hours or more per week will be entitled to one (1) day's pay, at their regular daily rate, for each of the following holidays:

Thanksgiving Day	New Year's Day
Friday after Thanksgiving Day	Christmas Day

ARTICLE XIV – LONGEVITY

Longevity

School year employees having successfully completed five (5) years of employment shall receive longevity pay per the following schedule:

	2010-2011	2011-2012
Five (5) years	\$425.00	\$525.00
Ten (10) years	\$525.00	\$625.00
Fifteen (15) years	\$635.00	\$725.00
Twenty (20) years	\$800.00	\$925.00

Longevity eligibility shall be determined by counting total years of continuous service for the school as of June 30 of each year. Longevity pay will be paid to the employee in a lump sum in the last payday in June beginning with the completion of the fifth year.

A regular part time employee, who works 16 hours or more, shall receive the above benefits pro-rated, based on actual hours worked. Service credit will be based on continuous years of employment with the school district.

ARTICLE XV - DEGREE STIPEND – INTERPRETERS

Degree Stipend

Each interpreter providing proof of successful completion of a planned program at a college/university resulting in the granting of a degree will have additional compensation added to the based salary as follows:

	2010 -11	2011-2012
Associates Degree	\$350.00	\$450.00
Bachelors Degree	\$450.00	\$550.00
Masters Degree	\$750.00	\$850.00

This stipend will be paid, in two equal installments, on the first pay period of December and the first pay period of June.

ARTICLE XVI– INSURANCE

The Board will provide, if elected, insurance benefits according to the following schedule. The specific terms and conditions of these coverage's are set forth in the group policies provided. School year employees may elect insurance benefits totaling up to 12.0 points.

Section A. Health

Regular part-time and part-time employees working twenty (20) or more hours per week may elect insurance benefits totaling up to 7.0 points.

	<u>Point Value</u>
a. Up to Full Family Subscriber Health*	9.0
b. Family Dental Insurance	2.0
c. Single Subscriber Dental	1.0
d. Single or Family Vision	1.0
e. Options worth \$45.00 / month	2.0
f. Options worth \$70.00 / month	5.0
g. Options worth \$120.00 / month	9.0
h. Options worth \$200.00 / month	12.0

*A Blue Cross/ Blue Shield Policy administered by the Western Michigan Health Insurance Pool. With a \$10/\$20 prescription co-pay and a \$5 office co-pay with no deductible.

The interpreter contribution for those employees choosing full family (more than 2 people) health insurance will be \$1,000.00 for 2010-2012. These contributions will be deducted through the district's qualified Section 125 plan.

Employees will contribute \$38, paid monthly, toward health insurance (for those not currently paying).

Section B. Dental & Vision

Dental and Vision coverage will be provided by SET/SEG.

Section C. Life

The Board agrees to provide \$25,000 Term Life and \$25,000 Accidental Death Insurance coverage for all school year employees. The Board will not be liable for claims beyond what its' carrier(s) will provide.

Section D. Long-Term Disability

The Board of Education will make available to each school year employee a Salary Protection (Long Term Disability) insurance program to enhance the present ETO provisions with the following conditions:

- a. There will be a limit of 66 $\frac{2}{3}$ of income not to exceed \$3,000 per month prorated over a twelve (12) month period to age 65.
- b. There will be a ninety (90) day modified full waiting period.
- c. The Board of Education will consider any financial offset such as Workers' Compensation, Social Security, other insurance income, etc., to determine its obligation to the employee. (freeze on offsets)
- d. Alcoholism/drug addictions – 2 year limit. Mental/nervous – 2 year limit.
- e. The coverage shall become effective at the beginning of the insurance month immediately following date of employment.
- f. All other benefits are severed with the exception of medical care at the point in time where the employee can no longer provide services as an interpreter employee.

All coverages shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin employment and notify the Board of their desire to have such insurance. No change can be made after October 1 unless a qualifying event occurs as defined by the policy.

Coverage will terminate at the end of the month in which the employee leaves the School District.

ARTICLE XVII -SALARY SCHEDULE QUALIFICATIONS

Placement on the salary schedule will be based on having all appropriate certification materials on file at the Central Office.

New employees will be placed on the salary schedule by the Superintendent or designee based on certification level and prior experience and/or educational preparation.

Advancement on the salary schedule to the next experience step or certification level will be based upon the following criteria:

- a. Receipt of a satisfactory evaluation for the immediately preceding school year.
- b. Working at least eight hundred (800) hours during the preceding school year. Hours worked will be evaluated at the beginning of each semester and part-time employees will be advanced to the next salary step at the beginning of the semester if they have worked a total of 800 hours, or more, since being placed on their current salary step.
- c. An employee who successfully completes the requirements for another certification level will be placed on the new salary schedule at the next regular pay period after furnishing evidence of completion.
- d. Advancement on the salary schedule for employees with a QAI certification will be contingent upon the completion of thirty-five (35) workshop/skill building hours per year.

In the event that an interpreter fails to keep his/her current certification level, the interpreter will have the remainder of the pay year to retake the test. If after retaking the test, and again failing to earn the previous certification level then the pay will be adjusted accordingly effective with the second test date.

ARTICLE XVIII – NO STRIKE

Section A. No Strike

The Association nor any person acting in its behalf nor any individual employee will cause, authorize, support or take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from her/his work position, or stoppage of work or abstinence, in whole or in part from the full faithful and proper performance of the employee's duties or employment) for any purpose whatsoever.

ARTICLE XVIV – DURATION

Section A. Contract in Force

This contract shall become effective December 21, 2010 and remain in full force and effective until June 30, 2012.

Section B. Timelines for Future Negotiations

On or before May 1, 2012, the Board of Education agrees to meet with representatives of the Northview Education Support Professional Association and discuss proposals that each may make for incorporation into the contract to cover the period following the termination of this Agreement. Such discussions shall be scheduled from time to time until all suggestions have been heard and a substitute contract, agreeable to a majority of the interpreters in the unit covered, has been proposed by the Board of Education.

BOARD OF EDUCATION

NORTHVIEW PUBLIC SCHOOLS

Craig McCarthy
Assistant Superintendent

Melissa Monette, Team Member

Lyn Peterman, HR Department

Ashley Thompson, Team Member

Donald Miller, Team Member

John Jones, Team Member

Sherri Lebarre, Team Member

Michelle Thomas, KCEA President

Melvina Gillespie, MEA Uniserv Director

Bill Dungey, MEA Uniserv Director

**APPENDIX A - SALARY SCHEDULE –INTERPRETERS
INTERPRETERS’ SALARY SCHEDULE**

2010 – 2011

0% on base; step movement if available; 1% payment into a annuity upon retirement or severance from the district (**This is only for the 2010 – 11 year**).

(QA – No longer exists after 2012)

2010 – 2011

	QAI <u>EIPA 1</u> 3.3<3.49	BEI I QA II <u>EIPA 1</u> 3.5<3.69	BEI II QA III <u>EIPA 1</u> 3.7<3.99	CI or CT	EIPA 1 <u>4.0</u>	NIC CI and CT	NIC Advanced EIPA2 <u>Secondary</u> <u>Test</u>
Step 1	17.92	18.94	19.60	20.39	20.59	21.41	21.84
Step 2	18.39	19.42	20.10	20.88	21.08	21.92	22.36
Step 3	18.85	19.92	20.59	21.37	21.58	22.43	22.88
Step 4	19.33	20.39	21.08	21.84	22.06	22.92	23.39
Step 5	19.80	20.88	21.57	22.32	22.53	23.44	23.91
Step 6	20.26	21.37	22.04	22.80	23.02	23.95	24.44
Step 7	20.66	21.81	22.49	23.26	23.49	24.42	24.91
Step 8	21.08	22.23	22.95	23.72	23.96	24.91	25.41
Step 9	21.50	22.67	23.40	24.20	24.43	25.40	25.91
Step 10	21.93	23.13	23.87	24.68	24.92	25.92	26.44
Step 11	22.37	23.60	24.34	25.17	25.42	26.43	26.97
Step 12	22.81	24.07	24.84	25.68	25.93	26.97	27.51
Non-Cert	16.45						

Below 3.3 uncertified

Salary Schedule Qualification

An employee who successfully completes the requirements for another certification level will be placed on the new salary schedule which will be effective at the beginning of the next regular pay period following the presentation of the certificate to central office.

Section B. Trip Rates

For all Saturday and Sunday trips there will be a minimum of four (4) hours pay.

TRIPS HOURLY RATE

All trips:

2010-2011	\$ 13.13
2011-2012	Re-open for rate

APPENDIX B – GRIEVANCE REPORT FORM

Grievance # _____

Date Filed _____

Name of Grievant

Assignment

STEP ONE

A. Date Cause of Grievance Occurred

B. Date of Awareness of Cause of Grievance

C. Date of Informal Discussion with Supervisor

STEP TWO

A. Date of Written Grievance

B. Statement of Grievance

C. Relief Sought

Signature of Grievant

Date

D. Date of Step Two meeting

E. Disposition of Director of Interpreter

Signature of Director of Interpreter

Date

STEP THREE

A. Position of Grievant and
Association _____

Signature of Grievant

Signature of Association
Officer/Representative

Date

B. Date of Receipt of Grievance

C. Date of Step Three Meeting, if held

D. Disposition of Superintendent or
Designee

Signature of Superintendent or Designee

Date

E. Position of
Association:

Signature of Grievant

Signature of Association
Officer/Representative

Date

STEP FOUR

A. Date Submitted to Arbitration

B. Disposition of
Arbitrator

Date

Letter of Agreement

The Northview Board of Education and the Northview ESP/MEA/NEA jointly agree that during the current life of this contract, a voluntary sick leave bank process will be established as follows:

1. Employees will be notified of the opportunity to voluntarily submit their names to be drawn in the event that another employee is in need of additional sick time leave related to a critical illness.
2. Human Resources and the Office of the superintendent will review each request for the need for additional sick time from the respective employee.
3. Each employee who has indicated they will participate would be notified that a random drawing of names will be conducted until the amount of need sick time is reach.
4. The employee will submit an electronic notice (email) that notifies payroll that one sick day may be deducted from their sick leave bank.
5. Employee may rescind their intent to participate at any time.

Date _____

President, Kent County Education Support Personnel

Superintendent, Northview Public Schools