

MANISTEE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION
MASTER AGREEMENT

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ARTICLE I – RECOGNITION

A. The Manistee Area Public Schools, hereinafter “employer” hereby recognizes Manistee Educational Support Personnel Association, Michigan Education Association (MEA), National Education Association (NEA), hereinafter the Union, as the sole exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 (PERA), for all full time and regularly scheduled part-time paraprofessionals, employed or to be employed by the Employer but excluding:

- Administrative Personnel
- Teachers
- Secretarial Personnel
- Custodian Personnel
- Transportation Personnel
- Food Service Personnel

B. Unless otherwise indicated, use of the term “employee” when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the Union, for the employees covered herein, there shall be the following categories:

- a. Full-time: An employee who is employed at least thirty (30) hours per week.
- b. Regularly Scheduled Part-Time: An employee who is employed less than thirty (30) hours per week.
- c. Probationary: An employee who is employed to fill a full or part-time position for a trial period of thirty (30) work days.

ARTICLE II – MANAGEMENT RIGHTS

A. The Board, on its own and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including the right:

- 1. To exercise executive management and administrative control of the school system and its properties and facilities.
- 2. To hire all employees, and subject to the provisions of law and to the limitations of this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote and transfer all such employees.

3. To establish reasonable regulation, practices, and safety rules from time to time and distribute same to the employees.
- B. The exercise of the powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms hereof in conformance with the Constitution and laws of the state of Michigan, and the United States.

ARTICLE III – EMPLOYEES RIGHTS/PROTECTION

- A. Just Cause: No employee shall be disciplined without just cause. The term “discipline” as used in this Agreement includes warnings, reprimands, and suspensions with or without pay, reductions in rank, discharge, or other actions of a disciplinary nature.
- B. An employee shall be entitled to have present a representative of the union during any meetings, which will or may lead to disciplinary action by the employer.
- C. To encourage the employee to meet minimum standards of conduct in the performance of their work, a system of progressive discipline shall be fairly applied to all members of the bargaining unit. The following procedure will be established depending upon the severity of the violation:
1. Discussion of problem(s) and oral warning(s)
 2. Written warning(s)
 3. Suspension(s) with pay
 4. Suspension(s) without pay
 5. Discharge
- D. The parties agree that it is not the responsibility of an employee to render instruction to an entire classroom in the absence of a teacher; therefore, should such an absence occur, the employer shall provide a certified substitute to replace the teacher. Employees, who are certified teachers, shall be paid as a regular substitute teacher or their regular wage, whichever is greater, when working in that capacity.
- E. Any complaints by a parent of a student directed toward an employee, shall be promptly called to the employer’s attention. Should the complaint be of such a nature that it requires an investigation by an agency that is not a part of the Manistee Public Schools, the employer shall notify the employee upon referral to the investigating agency.

ARTICLE IV – AGENCY SHOP-MANDATORY DEDUCTIONS

- A. Each employee shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties of the effective date of this Agreement, whichever is later, join the Union, 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 that policy. The service fee shall not exceed the amount of MEA/NEA dues collected from association members. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer 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 employee. Money so deducted shall be remitted to the Association, or its designee, no later than ten (10) days following deduction.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the time-table for payment) pursuant thereto, applies only to non-union employees. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting employee 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.
- C. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contribution in the Union as established by Union. 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 Employer shall deduct one-tenth of such dues, assessments and contribution from the regular salary check of the employee, each month for ten (10) months, beginning in September and ending in June of each year.
- D. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, contributions or any other plans or programs jointly approved by the Association and Employer.
- E. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members 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 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.

- F. Hold Harmless: The Association agrees to assume the legal defense of any suit or action brought against the Board or the School District, School Board Members, Agents, and Representatives, (for the deduction of the service fee) under the terms of this article, and the Association further agrees to indemnify and save the Board, the School District, School Board Members, Agents and Representatives for the Board of the School District, harmless against all claims, demands, costs, suits, damages, or other forms of liability, including back pay, and all court or administrative agency costs which may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.

ARTICLE V – VACANCIES AND TRANSFERS

- A. A vacancy is a newly created position or a vacated present position or a temporary position that the Employer intends to fill on an ongoing basis. In the event the Employer determines that additional employee duties create a need to increase hours of work by more than one hour per day, on a regular basis, the additional time shall be considered a newly created position.

A "temporary vacancy" is a position existing for less than thirty (30) consecutive workdays. Vacancies, which extend beyond the thirty (30) day time period shall be, posted as a permanent vacancy.

- B. Vacancies shall be posted within 10 days of the occurrence and sent to the union President (or designated representative) in sufficient quantity for distribution to post in each building or work area for period of ten (10) workdays. Said postings shall contain the following information:

1. Type of work/job classification
2. Location of work
3. Starting Date
4. Rate of pay
5. Hours to be worked
6. Minimum requirements

- C. Interested employees may apply in writing to the Superintendent, or designee, within the ten (10) day posting period. The employer shall notify the union President or designated representative of vacancies occurring during the summer months (June, July, August) by electronic mail or by sending notice of same in sufficient quantity to allow a copy to be mailed to each employee who has furnished the union with adequate numbers of self-addressed, stamped, envelopes to their summer address.

Vacancies shall be filled with the applicant having the greatest seniority and the minimum qualifications for the position. Should no qualified employee apply, the Employer may fill the vacancy from any source. Non-instructional parpros who meet NCLB (No Child Left Behind) qualifications, who apply for instructional positions, will be guaranteed an interview, but are not automatically guaranteed the position.

- D. The union President or designee shall receive notification of employees who applied for the position. Within ten (10) work days after the expiration of the posting period, the Employer shall make its decision as to which applicant has been selected to fill a position or provided reason why more time is required. Each applicant and the union shall be notified of who was selected to fill the position.
- E. Employees selected to fill a vacancy or transferred from one position to another shall be given a fifteen (15) workday trial in which to show his/her ability to perform on the new job. The Employer shall give reasonable assistance to enable him/her to perform up to the Employer's standards in accordance with the job description. The employee shall be evaluated using the standard evaluation form (see attached) prior to the end of the fifteen (15) work day trial period but a complete written evaluation shall not be completed prior to the last week of the trial.
- If the employee is unable to demonstrate the ability to perform the work required during the trial period, in accordance with the minimum standards of the job description, I.E. unable to lift/transfer/administer required student needs, etc., the employer may either extend the trial period up to fifteen (15) additional work days, or the employee shall be returned to his/her previous assignment. The affected employee may exercise the option to return to his/her previous assignment at any time during the trial period.
- F. Employees shall not be placed on a lower step on the wage scale due to transfers.
- G. Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit. Transfers to fill vacancies shall be governed by the language above pertaining to vacancies (A – F). This section will govern other transfers.
- H. Request for Voluntary Transfer: A request for a transfer may be made at any time in writing with a copy to the Association. The request shall specify the position sought. Requests for transfer by bargaining unit members wishing to exchange positions shall be granted upon mutual agreement of both parties. A request for voluntary transfer shall be granted unless the granting of same is inconsistent with the language pertaining to the filling of vacancies. The employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit member shall be discriminated against because of a request to transfer.
- I. Involuntary Transfer: Involuntary transfers may be made only for reasonable and just cause. Thirty (30) days notice of the intention to transfer specifying the reasons for same and the position to be transferred to shall be provided to the affected bargaining unit member and the Association. Cause for involuntary transfer includes only cause

involving the individual's performance. The specifics of the use of involuntary transfers as part of staff reduction shall be set forth in the Layoff & Recall (ARTICLE VI (C)).

- J. If the Employer deems it necessary to temporarily reassign an employee to other than his/her normal assignment, there shall be no reduction in the employee's wages as a result of a loss of hours. Temporary assignments shall not exceed thirty (30) calendar days.
- K. Temporary Assignments: Temporary absences of employees in the unit may present opportunities to work as a substitute for unit employees who are absent for extended periods of time, which are known in advance to extend for two (2) or more weeks.

Nothing contained in this provision shall be construed as requiring the employer to provide a substitute for any or all of the assignment of an absent employee provided such duties shall not be involuntarily assigned to another employee.

Temporary assignments may be instituted by the superintendent for a period not to exceed thirty (30) working days unless otherwise mutually agreed. Except in the case of emergency, the employee shall receive at least two (2) weeks notice of the assignment.

- L. During the course of the school year, paraprofessionals who apply for and are awarded vacant part-time non-instructional positions, which add additional hours to their existing work day, will not have the additional hours accrue toward insurance benefits. The additional hours will be paid at the non-instructional rate.
- M. Paraprofessionals who fill part-time positions, in accordance with item j above, may at the discretion of the administrator and if they meet highly qualified standards, substitute for absent instructional paraprofessionals. Paraprofessionals substituting in instructional paraprofessional positions will be paid at the instructional rate. The temporary additional time will not affect hours accrued toward benefits.

ARTICLE VI – PROBATION, SENIORITY, LAYOFF, AND RECALL

- A. Probation: New employees hired into the unit shall be considered probationary for the first thirty (30) working days. There shall be no seniority among probationary employees.
- B. Seniority: When an employee finishes the probationary period they shall rank for seniority from the original date of hire in the permanent position. The original date of hire shall be the date the job posting expired. In the event that more than one individual has the same date of hire, position on the seniority list shall be determined by drawing lots.
1. The seniority list will be maintained by the Employer and shall contain the date of hire, the names of all employees in the unit entitled to seniority, and the amount of seniority accrued.

- a. The list shall be posted within thirty (30) days of the effective date of the contract.
 - b. Thereafter, the seniority list will be reviewed by October 1 of each year.
2. Seniority shall be lost by an employee upon termination, resignation, or retirement.
- a. When an employee is transferred to a non-bargaining unit position his/her seniority shall be frozen. Employees returning to the bargaining unit shall be placed on the seniority list in the position at which their seniority was frozen and begin earning seniority from that point.
- C. Layoff: Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds sufficient to avoid such reduction, which is demonstrated by the Employer to the Union or an impartial third party selected pursuant to the grievance procedure set forth in this Agreement.
- The Board and the Union understands that should a layoff be necessary during the course of this Agreement, the reduction of employee hours to bring about the reduction of insurance benefits is not the intent of the parties.
- D. Layoff Notice: No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff no less than forty-five calendar days prior to the effective date of the layoff. However, understanding the hardship of layoff, the district shall make every attempt to provide employees with more than 45 calendar days notice.
- E. Layoff Procedure: In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members.
1. Thereafter employees having seniority shall be laid off in inverse order of seniority provided the senior employee has the minimum qualifications for the position.
 2. Bump Right: An employee, who is laid off pursuant to this article, has the right to assume a position, for which they have the minimum qualifications, which is occupied by an employee with less seniority.
 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.

4. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position.
 5. Partial Layoffs: The Employer shall not reduce full-time positions to part-time positions. If a reduction in the work force is necessary, the Employer shall reduce whole positions and shall not reduce hours among several positions.
- F. Substitute Priority: A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.
- G. COBRA: The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides for the continuation of group health coverage that may be otherwise lost. Qualified employees who were enrolled in health coverage at the time of lay off may continue coverage at group rates. The cost of continuation is the sole responsibility of the employee. Employees electing COBRA coverage must do so within 60 days of lay off.
- H. Recall: Recall of employees shall be in inverse order of layoff with the most senior employee on layoff recalled first, provided he/she possesses the minimum qualifications for the position.
1. No new employees shall be employed when there are members of the bargaining unit on layoff who possess the minimum qualifications for the position.
 3. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.
 4. A recalled bargaining unit member shall be given fifteen (15) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the fifteen (15) day period. Recalled employees shall be granted up to an additional fifteen (15) days to report to work for proven good cause due to personal or extenuating circumstances, including but not limited to illness, work commitment, moving. In such cases, the district shall have the right to continue to fill the recalled position for the extended time without violation of the timeline.
 5. Employees shall have the right to accept or reject part-time positions without affecting their right to a full time position.

- 6 Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights.
7. Employees on layoff shall maintain recall rights for a period of three (3) years.

ARTICLE VII – EMERGENCY/SCHEDULED SCHOOL CLOSINGS

A. Emergency/School Closings:

1. **Instructional:** Employees shall not be expected to work, but shall be paid their normal daily rate of pay on days that school is canceled due to emergencies, provided the canceled days are not rescheduled.
2. On days when school is open but students are not in attendance, i.e., service days, teacher days, etc. (also see Article XIII) employees shall work their normal hours and receive their normal pay. Such time shall be used at the direction of the employee's immediate supervisor and shall involve activities that are normally within the employee's job description. Employees will work a minimum of 170 days per school year.

ARTICLE VIII – PAID LEAVES

- A. **Sick Leave:** At the beginning of each work year, each employee shall be credited with ten (10) days of sick leave. Such days shall be earned at the rate of one (1) day per month for each month September through June. Unused portions of earned sick leave shall accumulate from year to year to a maximum of seventy-five (75) days. Should an employee terminate their employment with the district prior to the conclusion of any school year; wages paid for sick time used in excess of the pro-rated number of days earned shall be deducted from the employees final pay check. Should such check not be sufficient to cover the entire repayment obligation, the balance shall be immediately due and payable to the Manistee Area Public Schools. Unused days which have been earned in excess of the accumulation maximum shall be surrendered annually at 25% of the normal daily wage.

Sick leave may be used for the following reasons:

1. Personal illness/disability;
2. Family Illness with, and only with administrative-approval;*
3. Administratively approved days in excess of three funeral leave days for death in the immediate family.

*It is understood that use of sick leave for transporting family members to medical appointments should, in general, be limited to instances where the employee is the primary care giver for the family.

- B. Personal Leave: Employees shall be entitled to two (2) personal leave days per year to be used at the discretion of the employee. The employee shall notify his/her immediate supervisor at least two (2) days in advance of the leave.
- C. Jury Duty: Any employee called for jury duty or subpoenaed to testify during the working hours in any judicial matter shall be paid for full compensation for such time. Any compensation received for such appearance minus travel expense shall be paid to the Board to offset wages paid.
- D. Funeral Leave: Employees may be granted up to three (3) days paid leave for members of the immediate family with additional approved time deduction from sick leave. Immediate family shall be interpreted as spouse, child, foster child, parent, grandparent, mother, or father-in-law, child's other parent, or anyone who stood in that relationship to the employee.
- E. Good Attendance Bonus: An incentive bonus shall be paid to each employee at the conclusion of the school year for conservation of sick leave and personal leave according to the following schedule:

<u>Sick and Personal Days Used</u>	<u>Incentive Bonus</u>
0	\$250.00
1	\$200.00
2	\$100.00
3	\$50.00

ARTICLE IX – UNPAID LEAVES

- A. Leaves of absence without pay or benefits for up to one (1) year may be granted upon written request from an employee. During said leaves, seniority shall be frozen after the first five (5) months of the leave. Requests for leaves shall include the reason for the leave, the beginning date and ending date of the leave(s). An employee returning from leave shall be reinstated to the same or equivalent position he/she held when the leave began.
- B. Association Leave: The Union shall have (3) days annually of unpaid Union leave time to allow union representatives to conduct union business. The union shall access this time by written notice from the union president, at least forty-eight (48) hours in advance. In case of emergency, the forty-eight (48) hour notice shall be waived.

C. Family Medical Leave Act:

1. Employees shall be granted up to twelve (12) weeks unpaid leave in accordance with the Family Medical Leave Act. Such leave shall be granted for any of the following reasons:
 - to care for the employee's child after birth, or placement for adopt or foster care;
 - to care for the employee's spouse, son or daughter, or parent, who has a serious health condition, or
 - for a serious health condition that makes the employee unable to perform the employee's job.
2. The employer shall retain the employee's health coverage under the group health care plan for the duration of the FMLA leave.
3. Upon return from the FMLA leave, the employee must be restored to their original or equivalent position with equivalent pay, benefits, and other rights of the contract.
4. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave.
5. A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves 1) inpatient care in a hospital, hospice, or residential medical care facility or 2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

E. Military Leave

1. Leave of Absence: A paid leave of absence shall be granted to any employee who (1) is called up to active duty, or (2) is drafted for active military duty, or (3) enlists for active military duty in any branch of the armed forces or Coast Guard of the United States while a call-up of military reserves or a draft is in effect. The leave of absence shall be automatic; however the employee shall provide the employer as much notice as possible (the parties understand that national security considerations may delay notice of a call-up order).
2. Duration: The duration of the leave shall be for the duration of the call-up, induction (draft) or enlistment plus, if requested by the employee, a period of time up to a duration equal to the balance of the school year.

3. Compensation & Benefits: The Employer shall continue any and all contractual rights and benefits for the employee and his/her family as if the employee was actively working during any leave of absence granted pursuant to the above provisions and continuing through the end of the month following the month in which the period of active duty ends; including but not limited to the following provisions:
 - a. The employee shall be paid the difference in pay between (1) the amount he/she would have received had his/her active employment not been interrupted by active duty and (2) his/her military pay minus any hardship or combat amounts.
 - b. Seniority, salary schedule experience, leave day accrual and all other contractual rights shall continue to accrue as if the employee was actively working for the school district.
4. Additional Benefits: The Employer shall reimburse the employee for the cost of the employee's Service-members' Group Life Insurance (SGLI) coverage for a policy in the amount of \$250,000. The employee shall submit a request for reimbursement with documentation of the monthly premium amount. At the employee's option, the reimbursement request may be submitted monthly or for any number of months at a time.
5. Return to active employment: The employee shall have the right to return to active employment immediately upon return from active duty or at any time thereafter up to the start of the school year immediately following the end of his/her period of active duty. The employee shall return to his/her position held immediately prior to reporting for active duty. If said position has been eliminated, the employee shall have the right to bump any employee with less seniority.
6. Disability: If an employee suffers a disability during a leave of absence granted pursuant to the provisions above, he/she shall be granted a paid sick leave of absence. If he/she exhausts his/her accumulated sick leave and the sick leave bank (if any); he/she shall automatically be granted an unpaid leave of absence for the duration of the disability. Return to active employment shall be with the same rights as provided by paragraph 5. above, i.e. the employee shall be considered as if he/she was returning directly from active duty.
7. Training: If an employee attends the annual training for reservists or active duty training on a work day, the employee shall be considered and treated as being on a paid leave of absence. The employee shall notify his/her immediate supervisor of these training dates no later than the workday prior to the training date.
8. Additional rights: The rights above shall be considered to be in addition to any other rights provided by law.

- F. Other Non-Medical Leaves: The district shall grant upon request a non-medical leave of absence upon written request and subject to board approval. In order to return to work from a non-medical leave there must be an open position within the bargaining unit. An employee returning from non-medical leave will not be guaranteed their previous position, but will be guaranteed any open position for which they qualify.

ARTICLE X – CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations.
- B. The Employer and the Union agree that they will not, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act. The Employer also agrees that it will not lockout any employee during the term of this agreement.

ARTICLE XI – GRIEVANCE PROCEDURE

- A. A grievance shall be a claim of a violation, misinterpretation or misapplication of some provision of the negotiated agreement.
- B. The term “days” shall mean working days.
- C. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practical.

1. Level One: An employee (group of employees or the Union) believing there to be a grievance shall within twenty (20) days of an alleged violation, or within twenty (20) days of the time he/she/they reasonably should have been aware of same, of the express provisions of this Agreement, shall orally discuss the grievance with his/her immediate supervisor or principal individually, together with his/her Union representative or through the Union.
2. Level Two: In the event the aggrieved party, or the union is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance shall be reduced to writing and the matter shall proceed to Level Three of the grievance procedure within seven (7) days. The written grievance shall state the date of the

alleged grievance, the specific provision of the agreement allegedly violated and the relief sought in the resolution of the grievance.

3. Level Three: Within seven (7) days from receipt of the grievance by the Superintendent, he shall render his response, in writing.
4. Level Four: If the grievant or the Union is not satisfied with the disposition of the grievance at level three, or if no decision has been rendered within seven (7) days from the date the grievance was forwarded to the Superintendent, the grievant or the Union may, within ten (10) days, refer the grievance to the Board. Within fourteen (14) days from receipt of the written referral, the Board shall meet with the Union's Representative(s) for the purpose of arriving at the mutually satisfactory solution to the grievance problem. A decision shall be rendered in writing within Ten (10) days of the meeting.
5. Level Five: If the Association is not satisfied with the disposition of the grievance by the Board, or if no decision is reached within the ten (10) day period, the grievance may, be submitted to arbitration before an impartial arbitrator selected by the two parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. Both parties agree to be bound by the award of the arbitrator except as specified in Paragraph A. The fees and expenses of the arbitrator shall be split by the parties.
 - a. Powers of the arbitrator are subject to the following limitations:
 1. He shall have no power to add to, subtract from, disregard, alter or modify any of the provisions of this Agreement.
 2. He shall have no power to establish salary scales or other provisions of any successor Agreement.

D. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reasons of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing and processing grievances shall be designed, prepared, and distributed by the Superintendent and the Union.

5. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
6. Should an employee or the Union fail to institute a grievance or resubmit the grievance to the next level, within the time limits specified, the grievance will not be processed. If the employer fails to respond within the time limits specified, the grievance shall be automatically advanced to the next level.
7. In the case of employment termination, the grievance shall begin with the superintendent level.

ARTICLE XII – EVALUATION

- A. Probationary employees shall be evaluated on or before the expiration of their probationary period. Thereafter each employee shall be evaluated every other year to year seven (7) and every third year for the remainder of their employment. Probationary employees shall have an informal evaluation on or about the midpoint of the probation.
- B. Each employee upon employment or change in position or job description shall be apprised of the criteria upon which he/she will be evaluated. Evaluations shall be done by the building principal with consultation by the teacher(s) with whom the employee works.
- C. All evaluations, which shall include a conference with the evaluator, shall be reduced to writing by May 31. A copy of the evaluation will be given to the employee. If a supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the employee is to improve, and the assistance to be given by the employer towards that improvement. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- D. Failure of the Employer to comply with the above schedule for evaluation is conclusive evidence that the employee's performance for that period was satisfactory. The written evaluation shall bear both the signatures of the supervisor and the employee, with a copy given to the employee. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may substitute additional comments to the evaluation if he/she desires.
- E. In the event an employee is not continued in employment as a result of an adverse evaluation, the employer shall forewarn the employee prior to the evaluation conference between the employer and employee, extending the opportunity for the employee to be represented by the Union at such conference. The employer shall present the employee with the specific reasons for termination in writing at the conference. If the employee opts not to be represented by the union, notification of the termination shall be supplied to the Association President within seven (7) days following the conference.

**ARTICLE XIII – WORK SCHEDULE, TRAINING AND PROFESSIONAL
DEVELOPMENT**

WORK SCHEDULE

- A. All full time employees shall receive at least one-half (1/2) hour unpaid lunch period scheduled approximately midday. It is recognized that specific duties of some aides may require supervision of students during the approximate noon time period and lunch breaks will need to be scheduled outside that time period.
- B. Each full time employee shall be granted two (2) 15-minute paid duty-free break periods, one scheduled approximately at the midpoint of the first half and the other scheduled approximately the second half of the day. Part-time employees who work two and one half (2-1/2) hours or more shall be granted one (1) 15 minute paid duty free break period scheduled approximately half-way through their work schedule. The specific scheduling of the break periods shall be by mutual agreement of the employee and the supervisor.
- C.. Prep time: When it is administratively determined that preparation time is required for an employee to effectively carry out assigned duties, the employee shall be compensated for such time at his/her normal rate of pay.
- D. In-Service Time: Attendance at In-Service activities approved by the Administration shall not result in loss of pay. Should such activities occur outside the regular work schedule, compensation and expense reimbursement arrangements must be approved in advance.
- E. Notice and Training: Any employee required to provide school health services shall be given all the following: 1) a copy of a written Medical Procedure Authorization, completed and signed by the student's parent or guardian; 2) appropriate training by a licensed health professional regarding the functions delegated to the employee in the authorization. The Board shall pay all costs, including the time taken by the member in connection with the training.
- F. IEP Participation: Any employee who will be, or has been, providing services to a special education certified student in a regular education classroom setting shall be informed of the individual educational planning committee (IEPC) meeting(s) which may initially place (or continue the placement of) the student in a regular education classroom.
- G. Student Medical Conditions. While watching the students, employees shall be informed of any medical conditions of students that may necessitate emergency action.
- H. Instructional Aides shall participate in and be paid for professional development days provided by the Employer that are scheduled as a part of the regular school calendar and in conjunction with the instructional staff.

- I. Non-Instructional Aides are required to attend only those professional development sessions that are deemed mandatory and shall be paid for participation in mandatory professional development and shall be informed in advance of such mandatory attendance requirement.
- J. Non-Instructional Aides who choose to voluntarily attend non-mandatory professional development shall do so at their own will and shall not be paid to attend.
- K. The Employer shall schedule a minimum of two (2) professional development days, with topics specifically designed for both instructional and non-instructional aides. Such professional development shall include, but not be limited to, topics such as blood borne pathogens, CPR, etc. In addition, the association and the Employer shall mutually agree on other topics of interest and importance to all paraprofessionals. Paraprofessionals attending these professional development sessions shall be paid their regular rate of pay.

ARTICLE XIV – COMPENSATION

A. Classifications

Bargaining unit positions are divided into the following classifications:

1. Instructional Classroom Paraprofessional
2. Coordinator/Library Assistant
3. Tech/Computer Assistant
4. Non-instructional Assistant

B. WAGE SCHEDULES

2010 - 2011 AND 2011-2012

	LONGEVITY STEPS								
	Entry Level	2 nd Year	3 rd & 4th years	5 th & 6th years	7 th & 8 th years	9 th & 10 th year	11-15 years	16-20 years	21 and beyond
Instructional Classroom	\$9.00	\$10.33	\$10.53	\$10.73	\$11.13	\$11.43	\$11.63	\$11.68	\$11.73
Coordinator/ Library	\$10.00	\$11.13	\$11.33	\$11.53	\$11.93	\$12.23	\$12.43	\$12.48	\$12.53
Tech/ Computer	\$10.00	\$11.13	\$11.33	\$11.53	\$11.93	\$12.23	\$12.43	\$12.48	\$12.53
Non-Instructional	\$7.70	\$8.43	\$8.53	\$8.63	\$8.73	\$8.83	\$9.03	\$9.08	\$9.13

Note: Rate is effective the first workday of the school year or on anniversary date, if hired after the beginning of the year.

C. Additional Hourly Stipends/Reimbursement

1. Care of Special Needs' Students

- a. Health Care Employees who are assigned to specific student(s) shall be paid for a minimum of two (2) hours of work at his/ her normal rate, if they are not notified at least thirty (30) minutes prior to their normal reporting time, that they need not report to work due to the absence of the particular student to whom they are assigned. If the employer required the employee to "stand by" for possible call-in, the employee shall be compensated at the rate of \$5.00 per hour for the duration of the "stand-by" period.
- b. Paraprofessionals servicing special needs students (i.e.; bathroom, catheterizing, students deemed a danger to self or others, etc.) shall receive a stipend of \$1.00/hour more than their normal hourly wage for every hour to the nearest full hour (Ex: 2.75 hours, paid for 3.0 hours). The Special Care remuneration is of semester length only, unless extended by mutual agreement of the association and the employer.
- c. Employees who are assigned to special needs' students less than a total of 2 hours per day (consecutively or spread out through the day), shall be paid no less than \$2.00 per day for such assignment.

2. Certificates, Degrees

Employees with Teaching Certification, Associate Degree in Early Childhood Development, Associate Degree for Paraprofessionals, or any other degree directly related to education, student care/instruction, shall receive a stipend of \$1.00 per hour more in addition to their regular hourly wage.

3. Mileage: Employees required in the course of their work to drive personal automobiles shall receive mileage allowance equal to the IRS rate.

Terry Parks and Sue Landis shall be classified as non-instructional aides but shall continue to be paid at the instructional aide rate of pay.

ARTICLE XV – HOLIDAYS

Employees shall be granted paid holidays each school year as follows:

- Good Friday
- Friday before Labor Day (if school begins before Labor Day)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year’s Day
- Memorial Day

*Employees shall be paid for the labor day holiday and/or memorial day if they are called in to work immediately prior to or after that holiday, or shall be paid for a floating holiday which may be used for any other non-compensated day (e.g. new year’s eve, labor day, memorial day, etc.).

ARTICLE XVI – EMPLOYEE BENEFITS

Non-instructional paraprofessionals do not qualify for employer provided insurance coverage.

The Employer shall provide to each instructional paraprofessional employee, working a regular schedule of 30 or more hours per week the following health insurance Plan A for a full twelve (12) month period:

Plan A:	Health LTD	Blue Cross Blue Flex II/1250/2500 deductible, 100% RX 60% \$1500 monthly income benefit 90-calendar day modified fill
	Life	\$10,000 Negotiated life w/AD&D
	Vision	VSP-2
	Dental	60/60/50-\$1500 Annual Max 60 \$2,000 Lifetime Max
Plan B:	LTD	Same as plan A
	Life	\$20,000 w/AD&D

Vision	Same as plan A.
Dental	75/75/60 \$1500 Annual Max 75 \$2000 Lifetime Max

The employee may extend health insurance coverage to his/her spouse and/or family through payroll reduction utilizing pre-tax dollars under section 125 of the Internal Revenue Code. Employees not electing Blue Cross Blue Flex II Plan A or employees working a regular schedule of less than 30 hours per week will select Plan B plus receive cash in lieu of health benefits. The cash amount shall be equal to the difference between the monthly premium for Blue Cross Blue Flex II Plan B and the monthly premium paid by the Employer. The Employer shall formally adopt a qualified plan document, which complies with section 125 of the Internal Revenue Code.

The Employer shall pay the following each month for twelve (12) months effective July 1

	Plan A	Plan B
2010-2011	\$572/month	\$345/month as shown above
2011-2012	\$572/month	\$345/month as shown above

Any additional cost for insurance shall be paid through payroll deduction utilizing pre-tax dollars under section 125 of the Internal Revenue Code. Employees electing an annuity shall have it funded through a salary reduction agreement.

ARTICLE XVII – CONDITIONAL REOPENER

The Board and Union agree that if the student count exceeds 1835, or funding changes to the benefit of the school district, this contract can be reopened.

ARTICLE XVIII – DURATION OF AGREEMENT

This Agreement shall be effective upon ratification, and shall continue in effect until midnight, June 30, 2012.

MANISTEE BOARD OF EDUCATION

Date: 8/11/10 By: Stolley Johnson

Date: 8-11-10 By: JL Charles

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Date: 8/12/10 By: Sheila Kamenicki

Date: 8-12-10 By: Karla J Hilliard

APPENDIX A

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

EVALUATION

Name: _____

Date: _____

Position: _____

I. Job Description Evaluation

A. Describe the employee's quality of performance of job responsibilities.

B. Describe the employee's strong point(s) as it relates to the performance of job responsibilities.

C. Describe the employee's weak point(s), if any, as it relates to the performance of job responsibilities.

II. Comments (To be used if there is a need to make any other comments not covered above.)

III. Considering all factors, the work performance of this employee is:

(Check one) _____ Satisfactory _____ Unsatisfactory

Supervisor Signature _____ Date: _____

Employee Signature _____ Date: _____