

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**STEPHENSON AREA PUBLIC SCHOOLS
BOARD OF EDUCATION**

AND THE

**MICHIGAN EDUCATION SUPPORT
PERSONNEL ASSOCIATION, MEA**

2009-2011

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PREAMBLE:

This Agreement entered into on this Thirtieth day of July 2010, between the Board of Education of the Stephenson Area Public School District (hereinafter referred to as the "Board") and the Michigan Educational Support Personnel Association/MEA (hereinafter referred to as the "Union") This agreement is in effect July 01, 2009-June 30, 2011.

WITNESSETH

WHEREAS, the general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board, the employees, and the Union;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - Recognition

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all custodial/maintenance employees, food service employees, teacher aide employees, office-clerical employees, and transportation workers; excluding supervisors, confidential secretaries, administrators, and substitutes.
- B. For the purposes of this Agreement, the term "auxiliary personnel/employee" shall mean all full-time and part-time custodial/maintenance, food service, aides, office-clerical employees, and transportation workers.

"Temporary employees," excluded from the bargaining unit, are defined as seasonal workers or replacements for employees on leave up to ninety (90) days.
- C. The listing of specific rights in this collective bargaining agreement is not intended to be nor shall be restrictive of, or a waiver of, the rights of the employer not listed unless specifically limited by the terms of this agreement.
- D. Except as expressly prohibited or limited in this collective bargaining agreement, the determination and administration of school policy, and the operation and management of the schools, is vested in the Board.
- E. Nothing contained herein shall be construed to deny or restrict to any union member the rights they have under the Michigan PERA or applicable civil services laws and regulations. The rights granted to union members hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II - Board Rights

- A. The Board, on its own behalf 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 the constitution of the State of Michigan and of the United States.
- B. The exercise of its 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 to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.
- C. Such rights shall include the following:
 - 1. The executive management and administrative control of the school system.
 - 2. The establishment and enforcement of district rules not in conflict with this Agreement.
 - 3. The assignment of work to employees, and the scheduling of hours.
 - 4. To hire all employees and to promote, lay off, transfer, discipline or discharge and recall all such employees.
 - 5. To determine the number, location, or closing of its facilities.
 - 6. To determine the financial policies, including all accounting procedures.

ARTICLE III - Deductions for Dues

- A. The Board agrees to deduct from union members' wages union organization dues for the Michigan Education Association as the employees individually and voluntarily authorize the Business Office to deduct, and to transmit the amount deducted to such recipients as may be authorized by the above respective organization.
- B. The Union shall certify to the Business Office in writing the current rate of its membership dues.
- C. Each employee who desires to authorize such deduction shall file with the Business Office a signed and dated "Membership Form".
- D. Such authorization shall continue in effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days prior to the expiration of this contract, and copies thereof are delivered to the Union and the Board.
- E. The deduction of membership dues shall be made from regular paychecks each month, and the Board agrees promptly to remit to the Union or its designee, all monies so deducted, accompanied by a list of employees from whom the deductions have been made if the employee has executed and delivered, in advance, the appropriate deduction form. All employees shall complete deduction authorization form noted in paragraph C, and deduction shall be made from date of hire.

Adjustments in deduction form shall be made by employee at any time hours of employment adjusted retroactive to the date the adjustment was made.

- F. In the event the Board has a claim filed against it, the Union shall assume all costs, indemnify and save harmless the Board, each individual Board member and agents of the Board against any and all claims, demands, suits, expenses, or other forms of liability, including back pay of whatever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agency Shop or payroll deductions subject to the following:
1. That the Union shall have the right to choose competent legal counsel to defend any said suit or action, and to compromise or settle any claim made against the Board under this section.
 2. That the Board agrees to notify the Union of such suit in a timely fashion, and cooperate in the defense or settlement of any claim made under this section.
 3. The Association agrees that in any action so defended, it will hold the District harmless from any liability for damages and costs imposed by a final judgment of a Court or administrative agency as a direct consequence of the District's compliance with this Article. The Association also agrees that neither it or its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

ARTICLE IV - Agency Shop

- A. Each bargaining unit member shall, as a condition of employment, on or before sixty (60) days from the date of commencement of duties or the effective date of this agreement, whichever is later, either:
1. Become members of the union, or
 2. Pay to the Union an amount of money established in accordance with Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy as a service fee related to the expenses of negotiation and administration of the Agreement on behalf of the employees. Such sum shall be deducted as dues from the regular wages of all members and remitted not less frequently than monthly to the Union. This service fee, as established by the Union, shall be verified in writing from the Union to the Board on an annual basis. The service fee shall not exceed the amount of Union dues collected from union members. The bargaining unit member may authorize payroll deductions for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the union or authorize payment through payroll deductions, the employer shall, at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit the same to the Union under the procedure provided below.

3. Temporary employees, and/or substitutes shall not be required to join the Union or pay a service fee.
4. Notwithstanding the provisions of this Article, any employee who provides evidence to the Union that he is a member of a church whose longstanding teachings have historically forbidden joining or supporting a labor union or similar organization, and that the member has such personal religious convictions shall, so as to show good faith, agrees to make a contribution as hereinafter provided. The sum of the contribution shall be equivalent to the dues uniformly required to be paid by members of the MESPA and shall be made to a nonunion, nonreligious, charitable or nonprofit organization mutually agreed upon by the Union and the employee, such organization to be located within the boundaries of the school district.

B. After service fee payer has utilized the Union's administrative procedures, the procedure in all cases of non-payment of the appropriate service fee shall be as follows:

1. The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him or her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the Union's notification to the bargaining unit member, he or she shall be reported to the employer and a deduction of service fee shall be made from his or her salary.

2. If the bargaining unit member fails to comply, the Union shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the employer at the end of the fourteen (14) day period:

The Union certifies that [Name] has failed to tender the periodic service fee required as a condition of employment under the Agreement and demands that, under the terms of this Agreement, the employer deduct the delinquent service fees from the collective bargaining unit member's wages. The Union certifies that the amount of the service fee includes only those items authorized by the law.

3. The employer, upon receipt of said notice and request for deduction, shall make such involuntary deductions. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Union, in enforcing this provision, agrees not to discriminate between bargaining unit members.

Bargaining unit members may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Union. A copy of the Union's policy will be provided

by the Union pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures".

- C. Deductions will not be made until a valid authorization form is delivered to the Employer except as set forth in paragraph B, above. Employees wishing to withdraw from payroll deduction of union dues or a service charge which is equivalent to the monthly dues, may do so by advising the secretary-treasurer of the Union and the Employer in writing of the employee's wish to withdraw. Requests must be made thirty (30) days immediately preceding the anniversary date or expiration date of the contract.
- D. Deductions for dues or the service charge shall be made in ten 20 equal amounts beginning in September and ending in June of each school year. Deductions for each calendar month, whether for Union Dues or Service Charge, shall be remitted to the designated financial officer of the Union, on or before the tenth day of the month following the month in which the deduction is made. The Union agrees to inform the Employer in writing of the name of the designated officer.
- E. The amount of the deductions shall not vary more than twice in a school year.
- F. The Union shall be solely responsible for the validity and accuracy of the written authorization. The Union agrees to reimburse the Employer for any deduction made in error.
- G. Union membership shall not infringe on the Board's right to terminate or re-employ probationary employees.

ARTICLE V - Seniority

- A. Seniority shall be defined as the length of service within the district measured from the most recent date of hire as a regular employee. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by the Union, with results conveyed, in writing, to the Superintendent.
- B. Probationary bargaining unit members shall have no seniority until the completion of the probationary period, one (1) year, at which time their seniority shall revert to their first day of work. All current employees, at the execution of this Agreement, shall maintain existing seniority and shall not be required to complete an additional probationary period. Probationary employees, at the beginning of this Agreement, must complete a one-year probationary period from their date of hire.
- C. For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
 - 1. Custodial/maintenance
 - 2. Clerical office

3. Aides (Paraprofessionals)
4. Bus Drivers
5. Food Service

- D. The Employer shall prepare, maintain, and post the seniority list. The seniority list shall be prepared and posted conspicuously in all buildings of the district by October 15 each year. Objections to the list must be filed by November 15th; thereafter the list shall be final and conclusive for that year. A copy of the seniority and subsequent revisions will be furnished to the Union.
- E. Seniority shall be permanently lost by a bargaining unit member upon termination, resignation, retirement, transfer to a non-bargaining unit positions (subject to Article VI Vacancies, Transfers & Promotions), or failure to return from an authorized leave of absence.
- F. Any employee who takes a different position within one of the five seniority classifications, in which they are currently working, will not be reduced in their hourly pay rate unless the employee is subject to a demotion for just cause or the employee voluntarily bids and accepts a lower paying position. The employee shall be paid at the rate of his/her summed seniority with the classification in which he/she is currently working.

EXAMPLE 1: As another example, look at an employee who has served in two (2) different classifications. Assume this employee had five (5) years seniority as an Assistant Cook and three (3) years as a classroom aide and then applies for and receives the Head Cook position, the employee would get credit for the five (5) years as an Assistant Cook only and would not be returned to zero for purposes of rate of pay.

- G. An employee who transfers from one classification to another will retain one-half (1/2) of their earned service credit capped at six (6) years maximum for pay purposes.

EXAMPLE: A bus driver with fifteen (15) years experience transfers to secretarial position, six (6) years maximum experience steps are earned for purposes of pay; but if the driver had eight (8) years experience, then four (4) years of credit would be paid on the experience step.

ARTICLE VI - Vacancies, Transfers and Promotions

- A. A vacancy shall be defined as a newly created bargaining unit position or a present bargaining unit position created by death of an employee, dismissal or resignation that is not filled that the Board intends to fill.
- B. All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) work days. Said posting shall contain the following information:
1. Classification
 2. Minimum requirements
 3. Qualifications
 4. Job title
 5. Rate of entry level pay
 6. Location of vacancy

Copies of the posting will be provided to the Union President.

- C. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the ten (10) work day posting period. The Employer shall notify the Union contact as specified by the Union, of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit officer by U.S. mail, to their last known address.
- D. Vacancies shall be filled with the most qualified applicant from within the affected classification *with the most seniority*. Should no bargaining unit member from the affected classification apply, the vacancy may then be filled by the most qualified applicant from other classifications with the most seniority.

In the event of any vacancy or opportunity for extra work (for employees not currently working forty (40) hours per week), including promotions and transfers from one classification to another, bargaining unit members shall be given preference in the filling of such positions, vacancies, or in having the opportunity to perform the work over all other applicants, provided they have previously performed such work in a satisfactory manner as indicated in prior evaluations.

E. Temporary Vacancy.

When an employee is absent for fifteen (15) consecutive work days on an approved leave or sick leave; the position shall be posted. The most senior and qualified union applicant shall be granted the temporary vacancy. When the person on an extended leave returns, he/she shall return to their original position, and the person filling the vacancy shall return to the position he/she held prior to the vacancy.

- F. Within fifteen (15) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position, with a copy provided to the Union.

- G. In the event of promotion inside or outside the bargaining unit or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The Employer may give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.
- H. A bargaining unit member shall not be placed on a lower step (salary schedule, wage scale) due to an involuntary transfer except as provided by Article V(F).
- I. The parties agree that whenever possible, involuntary transfers of bargaining unit members are to be affected only for reasonable and just cause.
- J. Any bargaining unit member who temporarily assumes the duties of another MESPA bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.
- K. The employer retains the right to determine the qualifications of applicants for the purpose of filling vacancies, transfers, or promotions.
- L. For a period of up to one(1) year from the date of leaving a bargaining unit position, he/she may return to their former bargaining unit classification with their former seniority, but only if an opening exists within that classification. No seniority shall accrue during non-bargaining unit periods of employment.

ARTICLE VII - Reduction in Personnel, Layoff, and Recall

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition.
- B. 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 at least thirty (30) calendar days prior to the effective date of layoff. The Board reserves the right to pay the employee for the 30 calendar days in lieu of giving advance notice of lay off. In the event of a necessary reduction in work force the Employer shall identify the specific position(s) to be eliminated and shall notify the bargaining unit member(s) in those positions. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position, shall have the right to assume a position in their classification(s) for which they are qualified, which is held by a less senior bargaining unit member. 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.

C. In the event of a layoff, the Employer and Union may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of voluntary layoff. With the approval of the Employer and the Union, bargaining unit members may, at their option, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. If an employee opts for voluntary layoff, the employee may not exercise seniority rights to bump a less senior employee prior to recall within the classification. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff. Seniority shall not accumulate during periods of layoff. Whenever possible, there shall not be reduction in the normal work hours provided for any bargaining unit member or position without prior discussion with the Union.

In the event of a reduction in the work hours in a classification, bargaining unit members with the greater qualifications and seniority may use the same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) work days after written notice to the affected bargaining unit member(s) is given by the Employer.

- D. A laid off bargaining unit member shall, upon application be granted priority status on the substitute list according to his/her seniority.
1. Laid off bargaining unit members may continue their health, dental, and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer, in compliance with the COBRA provisions.
 2. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to a position for which they are qualified within their current or former classification. Any bargaining unit member who has served more than forty-five (45) working days in a classification, in the past 3 years, shall be deemed qualified for that position in that classification.
 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 five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report to work providing the bargaining unit member reports within the five (5) day period. Bargaining unit members who decline recall or fail to respond to recall to an equivalent position in time held

prior to being laid off for which he/she is qualified shall forfeit his/her recall and seniority rights. Employees (hired prior to July 1, 2008) shall be entitled to recall for up to four (4) years. However, after two years, the employee must provide written notice by July 1 of each year of their desire to remain on the recall list. Employees hired after July 1, 2008 shall be entitled to recall for the length of their seniority or up to 3 years.

ARTICLE VIII - Maintenance of Standards

All terms and conditions of employment, including wages, hours of work, extra compensation for duties outside regular hours of work, break periods, leaves, and general conditions of employment of all bargaining unit members shall be maintained as negotiated. This contract shall be the entire agreement between the parties, and shall supersede any and all past practices not specifically addressed in this Agreement.

The district agrees that this is the sole Agreement between the parties and that management and board policy shall comply with the intent of Public Law 379 of Public Act 1965 amended.

ARTICLE IX - Negotiation Procedures

- A. The parties intend this Master Agreement to cover any and all problems and questions arising between them. Once executed, this Agreement shall not require any mandatory re-opener unless specifically agreed to in writing by both parties. In all such instances, no new area shall be bargained or negotiated upon, until this Agreement shall have been lawfully terminated or has expired, or until there shall be mutual, written agreement by and between the parties.
- B. In any negotiations, each party shall have control over the selection of its negotiation or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem necessary.
- D. Letters of Intent to negotiate shall be delivered not later than March 1 of the calendar year in which this Agreement expires.

ARTICLE X - Grievance Procedure

A. Definitions

1. A grievance is a claim based upon an event, condition or circumstance under which a union member works caused by misinterpretation or inequitable application or alleged violation of the specific terms and conditions of this Agreement.
2. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
3. "Grievant" is a bargaining unit member(s) alleging a contractual violation(s) including an employee on active layoff list or a superintendent approved leave of absence.
4. The term "days" when used in this section shall, except where otherwise indicated, mean days in which the school business office is open.

B. Purpose

The primary purpose of the grievance procedure is to secure, at the lowest level possible, equitable solution to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any union member having a grievance to discuss the matter informally with any appropriate member of the administration.

- C. When a cause for grievance occurs, the affected bargaining unit member(s) and/or the Union shall file a grievance in an attempt to resolve the problem.

- D. Union representatives shall be appointed and/or elected according to Union policy. The Board hereby designates the immediate supervisor to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two or during expedited grievances as hereinafter described.

The following are exclusions from the grievance procedure:

1. Termination of or failure to re-employ a probationary employee shall not be a subject of the grievance procedure.
2. The content of an employee evaluation.
3. If the employee has filed a grievance and subsequently files a claim or complaint elsewhere, the grievance shall be deemed withdrawn with prejudice and no further contractual recourse.

E. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant(s) or at least one Union member.
2. It shall contain a synopsis of the facts giving rise to the alleged violation.
3. It shall cite the Article or subsections of the contract alleged to have been violated.
4. It shall contain the date for the alleged violation.
5. It shall specify the relief requested.
6. Grievance Report Form signed and dated by grievance committee. Form attached to agreement as Form 1 (F1)–

LEVEL ONE

Within twenty (20) days of the alleged violation or when the alleged violation should reasonably have been discovered, the individual member(s) and/or the Union shall first meet with the immediate supervisor concerned and informally discuss the problem. A record of the subject of the discussion shall be made and signed and dated by the administrator, the grievant, and/or the Union. Within five (5) days of the oral discussion, the administrator shall give his signed, dated, and written allowed or disallowed status of the grievance to the employee and/or the Union. If the employee/Union is not satisfied with the answer of the administrator, the grievance shall be formally reduced to writing and advanced to the next level.

LEVEL TWO

- A. If the complaint is not resolved in the conference between the affected bargaining unit member(s) and/or the Union and the administration, a formalized grievance shall be advanced and submitted in writing to the Superintendent at Level Two within ten (10) days from the initial discussion. If a grievance affects more than one member or is filed by the Union in defense of the contract rather than a specific individual(s), the grievance may be expedited and begin in writing at the Superintendent's level rather than the immediate supervisor's level without there being any claim of technical failure to follow the grievance procedure by either party.
- B. The Superintendent shall answer in writing within ten (10) days of receipt of grievance. The written answer shall specifically state whether or not the Superintendent sustains or denies the grievance and the grounds for that answer and it shall be signed and dated, a copy to be transmitted to the grievant, the Union Secretary, the immediate supervisor concerned, and a copy to be placed in a permanent grievance file in this office. Within five (5) days of receipt of the Superintendent's denial, the Union and/or grievant may advance the grievance to Level Three.

LEVEL THREE

- A. If the bargaining unit member(s) and/or the Union is/are not satisfied with the resolution of the grievance at Level Two, the Union may elect to proceed to binding arbitration except that any claim or complaint for which there is another remedial procedure established by law shall not be subject to arbitration. If the Union advances the grievance to binding arbitration before an impartial arbitrator, it shall mail a copy of the Demand for Arbitration within twenty (20) days following receipt of the written denial the Superintendent to the Superintendent's office. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. Both parties agree to be bound by the award of the arbitrator and the fees and expenses of the arbitrator shall be shared equally by the Union and the Board.
- B. The powers of the arbitrator shall be subject to the following:
1. He shall have no power to alter, add to, subtract from, disregard, or modify the specific terms of this Agreement.
 2. More than one grievance may not be considered by the arbitrator at the same time except upon express written mutual consent of the parties.
 3. Where no financial loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 4. Back pay shall not be awarded more than thirty (30) work days prior to the filing of the grievance.
- C. Any party of interest may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another union representative or another person. A Union member may in no event be represented by an officer, agent or other representative of any Union organization other than the Union. When a Union member is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of grievance processing. Individual grievants may not pursue arbitration.
- D. Miscellaneous
1. During the pendency of any proceedings and until final determination has been reached, all proceedings shall be private and preliminary dispositions will not be made public without the agreements of all parties, subject to provisions of the Open Meetings Act.
 2. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his Union Representative, any member of the Grievance Committee, Appeal Committee, or Ad Hoc Committee, or any

other participants in the procedure set forth herein by reason of such participation.

3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. Time lines as to filing and to advance or respond to a grievance within this procedure shall be strictly adhered to by all parties unless mutual written agreement to extend a time line has been reached and signed by the parties involved.
5. Any grievance arising hereunder shall be processed until resolution. In the event this Agreement shall have expired, the parties agree that this procedure shall continue in full force and effect during the negotiations of a successor Agreement and that all grievances shall be processed by this procedure until a successor Agreement has been ratified and signed by the parties at which time the terms of the new contract shall take effect and a new procedure, if any, shall be used.
6. Any Agreement reached between the Union and the employer is binding on all individuals concerned and cannot be changed by any individual.
7. All preparation, filing, presentation, or consideration of a grievance shall be held at times other than when an employee or participating Union representative is to be at their assigned duty stations unless mutual consent has been obtained beforehand.

ARTICLE XI - Employee Rights

- A. The Union and its members shall have the right to use school building facilities for meetings at a time mutually agreed upon by the Union and the administration. No Union member shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises, provided it does not interfere with the operation of the school. Bulletin boards and other established media of communication shall be made available to the Union and its members in a designated area of each building.
- B. The Board agrees to furnish to the Union in response to written requests available public information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information relevant to collective bargaining, as long as such information or materials are not privileged or prohibited from disclosure by law or non-employer regulation. The Union shall reimburse the Board for reasonable expenses incurred in furnishing information or making records available.

Nothing contained herein shall be construed to deny or restrict to any union member the rights they have under the Michigan PERA or applicable civil service laws and

regulations. The rights granted to union members hereunder shall be deemed to be in addition to those provided elsewhere.

- C. No employee shall be disciplined (including warnings, reprimands, suspensions or discharges), without just cause. Employees shall be allowed to attach a written statement to all such reprimands or evaluations to be placed in the employee's personnel file within ten (10) days. The Union shall be given the opportunity to be present at any disciplinary hearing.
- D. The Board agrees that supervisors will not generally be used to displace bargaining unit members.

ARTICLE XII - Overtime and Compensatory Time

- A. Time and one-half shall be paid for all time worked in excess of forty (40) hours in one (1) week, for which no overtime has already been paid.
- B. Hourly rate for the computation of overtime shall be determined in the following manner: Employees whose wages are determined on an hourly basis shall be paid time and one-half of their normal hourly rate.
- C. Compensatory time may be given instead of overtime pay if mutually agreed on by the Employer and bargaining unit member prior to the performance of such work. Comp time may accumulate to a maximum of 40 hours per fiscal year. Accrued hours shall be used by April 15th or will be paid out in the second pay period in May. Compensatory time earned after April 15th will be paid as it is earned. Compensatory time shall accrue at time and one-half. The bargaining unit member requesting use of compensatory leave shall provide notice to the Employer for use of up to forty (40) hours of compensatory leave (at one time), except in cases of emergency when no notice is possible. Requests for compensatory time shall be filed at least ten (10) days prior to the use of such time, if a substitute is needed; three (3) days if a substitute is not needed.
- D. Overtime shall be offered based upon seniority within a classification. If no employee accepts the overtime, it shall be assigned to the least senior employee in that classification. Any overtime worked in the district requires prior approval of the Superintendent.
- E. Employees called in to work prior to the beginning of their scheduled shifts on acts of God days (for snow removal) may leave after the snow removal is completed - per supervisor - and shall be paid at time and a half. Employees will report within two (2) hours of regular start time or when it is safe to travel. Employees called into work, for other than snow removal, prior to the beginning of their scheduled shift may complete their scheduled shift if school is in session, with students attending. If school is not in session, the employee shall complete only the total number of hours scheduled to work that day.

- F. Custodians called in for work, other than regularly scheduled work, shall receive one hour of pay in the event there is no work to be performed. Custodians shall receive an additional 25 cents per hour when training others. The maintenance custodian shall receive an additional 75 cents per hour.
- G. Bus drivers, who are to drive extra trips, which have been canceled, and report because they have not been notified of the cancellation, shall receive credit for one hour worked, and pay for actual waiting time prior to receiving notice of cancellation.
- H. At the start of each semester, the Union will provide the employer with a list of drivers willing to make extra trips. Assignment to all such extra trips shall be by seniority rotation from the most senior down to the least senior driver on that list. If a driver declines to accept an extra trip, that trip shall then be offered to the next driver of lower seniority. If all drivers decline an extra trip, it will be assigned to the least senior driver on a rotation basis up the list.

In the event a driver has accepted an extra trip and is unable to make that trip for any reason, that driver may trade places for an extra trip with another driver provided that the employer has been given at least forty-eight (48) hours advance notification that such a switch has been made or with administrative approval if there is less than forty-eight (48) hours advance notice. Drivers shall be notified of all extra trip assignments as soon as they are received by the administration but will be given at least forty-eight (48) hours advance notification of extra trip assignments (except in situations where the administration has not received advance notification). Drivers exceeding forty (40) hours in any one work week shall be excluded from the extra trip list for that week only.

- I. The board will pay a contracted rate set with board approved physician. Employee's physical examination will be completed at the employer's specified physician and paid for by the board.

ARTICLE XIII - Specific Pay Provisions

- A. All auxiliary personnel wages will be paid as worked over twenty-one (21) pay periods for school-year employees or twenty-six (26) pay periods for full-year on a biweekly basis.
- B. Union members engaged during their workday in any grievance procedure, including arbitration, shall be released from regular duties without loss of salary.
- C. Union President or designee shall be released from duties without loss of pay for the purpose of participating in area, regional, or state meetings of the Michigan Education Association, not to exceed a total of five (5) days for all union personnel in any one calendar year. These days shall be used at the discretion of the MESPA President for the purposes intended upon five (5) days notification, except in case of emergency. Use of these days shall be dependent on the availability of qualified substitutes. A "qualified" substitute shall be defined as a classified auxiliary

substitute on the school's classified auxiliary substitute list. Not more than three (3) days shall be taken consecutively by any one person without the prior approval of the superintendent.

ARTICLE XIV - Classification of Auxiliary Employees

- A. Full-year Employees (52 weeks)
 - 1. Secretary
 - 2. Custodians
 - 3. Maintenance Assistant

- B. School year Employees (less than 52 weeks and/or less than 8 hours/day)
 - 1. Bus Drivers
 - 2. Food Service
 - 3. Secretaries
 - 4. Paraprofessionals
 - a. Title
 - b. Special Education
 - c. Noon Hour
 - d. Classroom
 - e. Student Specific

ARTICLE XV - Sick Leave

- A. For the sake of Article XV, XVI and XVII it is assumed that days shall be converted to an hourly equivalent. Sick leave shall be earned and used on an hourly basis. All employees shall earn sick leave credit at the rate of one day per month, converted to an hourly equivalent, worked. It shall become available to the employee as it is earned. Deduction for such time used shall be at the minimum rate of 2 hours per time used. For example: Employee "A" works three (3) hours per day as a bus driver and three (3) hours per day as an aide. Employee "A" would earn six (6) hours per day of sick leave.

Note: All employees may use up to two (2) available discretionary days in the event school is cancelled due to an "Act of God" day.

- B. Unused sick leave shall be cumulative to 125 days. When such an employee qualifies for retirement under the Michigan Public School Employees Retirement System, the Board shall pay upon retirement to the employee twenty dollars (\$20.00) per day. Accumulated hours shall be converted back to days based on the number of hours per day the employee is currently working.

- C. Any employee who starts his/her last year of employment with the maximum number of accumulated sick leave time shall be allowed to earn and use the full number of hours during his/her retirement year under the normal use of sick leave rules.
- D. Employees shall be given written notice of sick hours available at the beginning of each school year. The employee shall be responsible for keeping a running account of sick leave throughout the balance of the school year.
- E. Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board, upon written request, the difference between the above insurance benefit and the employee's pay for the number of hours the employee is absent from job duties up to the limit of the employee's accumulative sick leave. Seniority shall accrue up to maximum of six (6) months.
- F. The Board reserves the right to request a statement from a physician in cases of chronic, intermittent absences, or mass absences. Any expense of such statement shall be borne by the Board.
- G. Sick leave with pay chargeable against the employee's allowance shall be granted for: note (s) indicates step relation)
 - 1. A maximum of twelve days per school year for a critical illness in the immediate family. A critical illness is one that requires the attention of a physician. Immediate family is interpreted to mean: mother(s), father(s), child(s), grandchild(s), spouse, parent of spouse. A physician's statement may be required that the employee's presence is essential to care for the family member if the absence is for three (3) or more consecutive days. Three (3) days shall be granted for brother(s), sister(s), grandchild(s), grandparents, or a dependent in the immediate household.
 - 2. Two days of the allowed sick leave time may be used when emergency illness in the family requires an employee to make arrangements for necessary medical or nursing care.
 - 3. Death in the immediate family shall have a limitation of three days for each bereavement. Additional time may be granted by the Superintendent for extenuating circumstances. Immediate family shall refer to the spouse, child(s), grandchild(s), parent, sibling(s), and sibling-in-law, grandparent of the employee or of the spouse. Not more than one day of sick leave shall be granted by the Board of Education for the death of an uncle, aunt, nieces or nephews, of the spouse. Special consideration may be granted to the employee for non-relatives who reside with the family.
 - 4. Other requests for being absent from work:
 - a. Jury duty - An employee called for jury duty, and/or who is being subpoenaed for a court appearance provided that employee is not a

party to the action, will be paid the difference between their pay as a juror and their regular salary. Such time spent in jury duty will not be charged against personal business or sick leave. Employees are expected to turn in a statement for what they received from the court. Any mileage fees paid by the court to the employees may be retained by the employee.

- b. Dental work scheduled during the normal working day will not be considered under sick leave unless a signed statement by the dentist is presented to the central office five days prior to taking leave from work indicating it is impossible for the dentist to make appointments at times other than the school day. Exceptions will be considered for emergencies on a case by case basis.
 - c. Medical checkups scheduled during the normal working day will not be accepted for sick leave. Exceptions will be considered for emergencies, and mandated physical exams.
5. Report of absence forms must be completed by the end of the second school day after the employee returns to duty or after the fifth day of absence. All payments will be withheld until properly completed forms are received.
- H. When unable to report to work, employees shall call the Superintendent's designee at least two (2) hours but in no case less than one hour prior to their regularly scheduled reporting time. Prior to exhaustion of an employee's sick leave, the employee may apply in writing for an extended unpaid leave not to exceed ninety (90) work days. If the employee returns to work before the exhaustion of their sick leave time and/or the exhaustion of the ninety (90) day unpaid leave of absence, or returns to work before one calendar year has elapsed from the last day worked, the employee shall be entitled to return to their current position. If the employee's absence is of a duration longer than one (1) calendar year beyond their last day worked, the employee may return to an open position in their classification. After two (2) years from the last day worked, if the employee does not return to the district, the employee shall be deemed terminated. It is understood that this leave language will run concurrently with FMLA rights provided the employee qualifies.

This provision shall not take precedence over lay-off and recall provisions in the contract.

ARTICLE XVI - Vacation Days

A. Full-year Employees

1. Vacation days shall be earned and used on an hourly basis. For the sake of Article XVI it is assumed that days shall be converted to an hourly equivalent.
 - a. One week (five work days) converted to an hourly equivalent, after one full year, measured after July 1
 - b. Two weeks (ten work days) after two full years, measured after July 1
 - c. Three weeks (fifteen work days) after seven full years, measured after July 1.
 - d. One extra day per year (work day) after fifteen full years, measured after July 1.

Vacation dates must be approved by the Superintendent or his designee five (5) working days prior to starting vacation. Unused vacation hours may be carried over to the next fiscal year; however these hours must be taken within that fiscal year or be lost. Vacation may be scheduled throughout the school year upon ten (10) business days notice, and upon availability of a substitute, if needed.

In the event more employees sign up for a date that there are substitute's available, vacation time will be assigned by the immediate supervisor on a seniority basis.

Vacation hours shall be prorated based upon the percentage number of days worked and paid leave taken in a year.

2. Paid Holidays - If the holiday falls on Saturday, the employee shall take the previous Friday as the day off. If the holiday falls on Sunday, the employee shall take the following Monday as the day off.
 - a. New Year's Day
 - b. Good Friday
 - c. Memorial Day
 - d. July 4th
 - e. Labor Day
 - f. Thanksgiving Day
 - g. Friday after Thanksgiving, OR opening day of deer season (must notify immediate supervisor at least five (5) days in advance of choice)
 - h. Christmas Day
 - i. Birthday or extra day at Easter
 - j. One/half-day on Christmas Eve and New Year's Eve when those days fall on a weekend.
 - k. Friday prior to Labor Day or ½ Christmas eve and ½ New Years eve. If the holiday falls on Saturday employee gets ½ Friday. If holiday falls on Sunday employee gets ½ Monday.

- B. If it is necessary for the full year employee to work on a holiday, approved or ordered in advance by the Superintendent of Schools, a replacement vacation day will be granted, and the above rules will apply.

ARTICLE XVII - Paid Days

- A. An employee shall be entitled to paid personal hours. Deduction for discretionary time shall be at the minimum rate of Two (2) hours per time used. An application form is due five (5) working days in advance of requested leave date, except in the case of an emergency.
- B. Full-year employees shall receive four (4) personal days, converted to an hourly equivalent, per year to be used at the employee's discretion with proper notification, and may carry over one (1) day
- C. School year employees shall receive three (3) personal days based upon regularly scheduled hours per year to be used at the employee's discretion with proper notification and may carry over one day per year to a maximum of four days.
- D. An employee will not be charged for sick hour(s) or discretionary leave applied for in the event school is canceled on those days unless the employee is expected to report to work on a day when school is canceled.
- E. Any personal hour(s) not used in the current school year will be allowed to accumulate as sick hour(s) at the start of the new school year. Total accumulation of sick time is not to exceed 125 days.
- F. Employees must request in writing, by the second pay period in May, their intent to carry over a discretionary day or move it into sick time.

Article XVIII - Health/Medical/Dental/Vision/Life Benefit

1. The Board shall provide premium contribution payments toward mutually agreed to Health/Medical plans and Dental/Vision/Life plans for the 2009-2011 contract years. Dollar amounts for 2009-2011 are listed on the attached chart.
2. The Board provided combined contribution for both the Health/Medical plan and the Dental/Vision/Life plan shall not exceed the dollar amount cited in "A" per full-time employee in the 2008-2009 contract year.

	2009-2010	2010-2011
a. \$15,000.00 Full Family	\$14,500	\$12,165.00
b. \$14,747.00 Two (2) Member		
c. \$7,000.00 Single	\$6,766.00	\$5,365.00
3. School year employees hired after July 1, 2008 shall not be eligible for the Board provided premium contributions for Health insurance: However, they shall be entitled to board provided premium contribution for Dental & Vision plans

4. Employees will pay all deductibles associated with the plans. Single coverage (full or part-time) employees will contribute \$50/month toward premium through 125 payroll deduction. Full-family or Two-member covered employees who are full-time will contribute \$150/month toward premium through 125 payroll deduction.
5. Non full-time employees will receive a percentage of the full-time contribution as shown on chart. * See Note on page 31.
6. Coverage shall run from 7-1 to 6-30 each year.
7. All benefits and coverage shall be subject to and conditioned upon proper application by the employee and the subsequent acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules, and regulations of the carrier. Insurance plan will change effective April 01, 2010 to MESSA CHOICES II, \$10/20 RX, \$200/400 annual deductible. The current 2008-2010 dental plan shall terminate on June 30, 2010.
8. Change in family status shall be reported by the employee within thirty (30) days of such a change. The employee shall be responsible for any over payment of premiums made by the Board in his or her behalf for failure to comply with this procedure.
9. Employees who have Board provided premiums are responsible to contact the carrier within thirty (30) days of termination for conversion provisions available upon termination. All Board paid health/medical/dental and vision premium payments will be terminated on the last day of the month in which the employee retires or leaves the district.

**Health Benefit Board Premium Contribution
2009-2011**

Level based on annual hours worked	Percent of full time contribution	*Total dollar amount for 2007-08		
			2009-2010	2010-2011
		\$14,747.00	\$14,500.00	
0-700	32	\$4469.00	\$4,235.00	\$2,834.00
701-1000	36	\$5059.00	\$4,825.00	\$3,424.00
1001-1300	40	\$5648.00	\$5,414.00	\$4,013.00
1301-1400	44	\$6239.00	\$6,005.00	\$4,604.00
1401-2079	46	\$6534.00	\$6,300.00	\$4,899.00
		Secretaries	\$6,595.00	\$5,194.00

*Applies to the total cost of health, life, and vision benefits

*Note:

ARTICLE XIX - Evaluation

- A. The Superintendent of Schools or his designee shall be responsible for the evaluation of all auxiliary employees.
- B. Employees will be provided with a copy of any formal evaluation of their services. Any employee shall have the right to respond, in writing, to the formal evaluation within ten (10) working days of provision of the evaluation. This response shall be limited to the formal, written evaluation and be placed in the employee's personnel file. The written response shall be attached to the appropriate evaluation.

ARTICLE XX - Continuity of Operation

All employees recognize the desirability of continuous and uninterrupted operation of the educational program during the normal school day and the avoidance of disputes which threaten to interfere with such operations. During the period of this Agreement, the auxiliary employees agree not to directly or indirectly engage in or assist in any work stoppage or strike. The Board 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 practices in this district as defined by the Public Employment Relations Act.

ARTICLE XXI - Copies of Master Agreement

All present auxiliary employees shall be provided one copy complete with cover by the Board at no cost to the employee as soon as it is available. Newly hired auxiliary employees shall be provided a copy in the Central Office when he/she completes all the necessary paperwork associated with a new hire.

ARTICLE XXII - Auxiliary Employees Compensation Schedule

Stephenson Area Public Schools Wage Scales for 2009-2011	
SECRETARY	
0	9.09
1	9.84
2-4	11.02
5-10	12.18
11-15	13.36
16-20	14.53
21+	15.71

CUSTODIANS	
0	9.09
1.00	9.80
2-4	10.58
5-10	11.44
11-15	12.36
16-20	13.35
21+	14.42

2009-2011	
NOON HOUR AIDES	
0-2	9.20
3-10	10.46
11+	10.91

ALL OTHER AIDES	
0	8.34
1	8.77
2-4	9.20
5-10	9.62
11-15	10.04
16-20	10.46
21+	10.91

FOOD SERVICE	
0	8.34
1	8.77
2-4	10.04
5-10	10.46
11-15	10.91
16-20	11.33
21+	11.75

DRIVERS	
0	14.86
1	15.11
2-4	15.40
5-10	15.55
11-15	15.93
16-20	16.19
21+	16.49

APPENDIX A - Group Specific Provisions

I. FOOD SERVICE

- A. Breakfast time will be offered to food services personnel before the work is offered to other employees.
- B. Cooks who work extra days over the normal current school calendar days, such as conference days, will be paid at their regular hourly rate for the number of hours worked as turned in on a time sheet.
- C. On "Act of God days" or other emergency school closings, head cooks are expected to come to their respective buildings as soon as is possible in the morning to take care of perishable foods if necessary. Two (2) hours time will be allowed for payment upon receipt of time sheet.

II. BUS DRIVERS

- A. Drivers will be paid hourly rates based upon the hours worked with a minimum of three (3) hours per day. Drivers shall submit weekly time sheets verifying hours worked. All drivers are expected, as part of the job, to keep the bus clean inside and out; do daily safety checks; minor maintenance; i.e., change light bulbs, etc, without bus supervisor prompting.

B. Extra Trips

Extra trip rate shall be \$10.10/hr in 2008-2009. All hours spent on such trips including "waiting time" are included in the hours worked. Subs may be used in case of emergency. On extra trips during regular hours, drivers shall be paid at their regular rate. Hours worked beyond the regular hours shall be paid at the extra trip rate. Drivers will receive one hour's minimum pay for all extra trips that are not consecutive with another run.

C. Overnight Trips

Drivers shall be paid at the extra trip rate for actual driving time, down time, and time spent at school events of a chaperoning nature. Time for sleep or personal activities away from school events when the driver's presence is not required will not be paid.

- 1. Transportation at the IRS rate per mile for those who drive their own vehicles. School vehicles must be used when available; permission to use private vehicles must be obtained before expenses will be authorized.

- D. Meal allowance will be allowed upon the presentation of a receipt, but not to exceed an average of \$9.00/meal when it is necessary for the driver to be working during meal time (not to exceed \$21.00/day).

- E. Bus drivers, when authorized, who assist when a bus has broken down, as well as breakdown time for drivers of the disabled bus, will be reimbursed at regular hourly rate for actual time as determined by the Director of Transportation, and counted toward the total amount of time worked for that week.
- F. When it becomes necessary for a driver to obtain or renew a drivers license, the district agrees to rebate to the employee the full cost of any such license upon the employee's written request. The district further agrees to pay required testing fees once in each licensing renewal period.
- G. Any special trips; i.e., athletic trips, Menominee run, forestry deliveries, swimming, field trips, special trips of any nature other than a regular bus run will be paid at the extra trip rate. Driver will add twenty (20) minutes of inspection and warm up time to their time sheet.
- H. Twenty (20) minutes per day will be added by each driver for each work day for drivers to compensate for mandated pre trip inspection, and will be considered time worked.
- I. Maintenance Trips: District bus drivers shall be eligible for the following runs:
 - 1. Long distance maintenance trips such as to Iron Mountain, Escanaba, Marinette, etc...
 - 2. Pre-scheduled maintenance runs to Daggett when the trip is attached to existing morning run as determined by the Transportation Director. Note nothing shall preclude the administration from utilizing outside services in cases of emergency or extenuating circumstances.

III. CUSTODIAL

Custodians shall receive a premium pay of 0.50 per hour for hours worked after 5:00 pm.

IV. PARAPROFESSIONAL

Paraprofessionals shall receive a 0.35 per hour premium pay for noon recess but shall not earn seniority in the noon hour aide category.

Confirmation of Ratification

The following signatures confirm ratification of this contract by the Stephenson Area Public Schools Board of Education and the Michigan Education Support Personnel Association.

Association:

Board:

President

President date

Secretary

Secretary date