

COLLECTIVE BARGAINING

AGREEMENT BETWEEN THE

STEPHENSON AREA PUBLIC SCHOOLS
BOARD OF EDUCATION

AND

MICHIGAN EDUCATION SUPPORT
PERSONNEL ASSOCIATION, MEA

2018-2019

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PREAMBLE:

This Agreement entered into on this twenty fifth day of October, 2017 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 from October 25, 2017 - June 30, 2018.

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 employees, food service employees, paraprofessionals, office-clerical employees, and transportation employees; 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 food service, aides, office-clerical employees, and transportation employees.

"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.
 - 7. The board may implement and establish such procedures necessary for the efficient and effective operation of the district.

ARTICLE III - Union Membership

Each bargaining unit member may elect to become a member of the union.

ARTICLE IV - 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. 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. Seniority is for the purpose of determining the employee's length of service in the district.
- 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.
- 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. Clerical office
 - 3. 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 15; 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 position (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 four 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 V - 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 for a period of ten (10) work days **on the district website**. Said posting shall contain the following information:
 - 1. Classification
 - 2. Qualifications
 - 3. Job title
 - 4. Rate of entry level pay
 - 5. 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).

The parties agree that whenever possible, involuntary transfers of bargaining unit members are to be affected only for reasonable and just cause. Involuntary transfer may be needed to best serve the needs of the school district. The parties will meet prior to any involuntary transfer to discuss the matter.

- I. 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.
- J. The employer retains the right to determine the qualifications of applicants for the purpose of filling vacancies, transfers, or promotions.

- K. 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 VI - 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 but with no recall rights in probationary period.

ARTICLE VII - 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. Issues that may arise during the term of this agreement, will be reviewed with the union and the parties may enter into an agreement to resolve said issues via a letter of understanding which if agreed to by the parties shall become a functional component of this agreement.

ARTICLE VIII - 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 IX - 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. It is understood that the discussions need to occur at the lowest level possible. The parties agree the matter related to workplace issues can best be resolved informally.

- 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 submitted in 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.

After level two of the grievance process, either side may request non-binding mediation from the Michigan Department of Licensing and Regulatory Affairs Bureau of Employment Relations.

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 the Board level. The Board, or a committee thereof, no later than its regular meeting, or two calendar weeks, whichever is later, may hold a hearing on the grievance with an Association representative. The disposition of the grievance, in writing, by the Board, or Board committee, shall be made no later than seven (7) business days hereafter. A copy of such disposition will be furnished to the Association.

Level Four

- A. If the bargaining unit member(s) and/or the Union is/are not satisfied with the resolution of the grievance at Level Three, 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 the responsibility of the losing party. In the event of a split decision, the fees and expenses of the arbitrator shall be split equally. Each Party is responsible for their own legal fees.

- 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 grievant 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 X - 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. Signature verifies receipt, but not agreement with contents. 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 XI - 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. 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.
- F. 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 emergency situations drivers in other classifications may be assigned the extra trip at the administration's discretion.

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.

- G. 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 XII - 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 XIII - Classification of Auxiliary Employees

- A. 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 XIV - 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 month of sick leave.

Note: Allow the use of personal days (if available), to compensate for "Act of God" days beyond the two paid days. If no personal days are available, then no pay for these days. (No sick leave).

- 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

Said payoff of sick days may be contributed to a 403b or 457 that aligns with district policy.

- 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 licensed medical professional 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, father, child, grandchild, 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, sister, grandchild, 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, grandchild, parent, sibling, 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.
 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 XV - 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. If an emergency is determined the five-day application period may be waived. The nature of the emergency must be communicated to the immediate supervisor, the Superintendent or designee. He/she will make a decision on the information available in terms of the five-day waiver.
- B. 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. Under the following guidelines.
 1. No personal day will be granted unless a substitute from the sub list or sub pool is in place to cover the absence of the employee.
 2. All requests for time off must be approved by the employee's direct or immediate supervisor.

- C. An employee will not be charged for sick hour(s) or personal 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.
- D. Any personal hours not used in the current school year will be allowed to accumulate as sick hours at the start of the new school year. Total accumulation of sick time is not to exceed 125 days.
- E. 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.
- F. Employees will be paid their regular, per-diem rate for two (2) full days when school is canceled due to weather or another "Act of God." If an employee wishing to work on additional "Act of God Days", said employee shall communicate with the building principal or their direct supervisor and gain prior approval to work. Compensation for said time will be at the normal hourly rate for said employee. No employee shall be required to work on "Act of God Days."
- G. Attendance Incentive: All school year employees whose absences (except for approved school business leave, Association Business leave or Act of God days) do not exceed the levels specified below, will receive a semi-annual stipend according to the following schedule prior to February 15th and June 30th:

0 days absent per semester \$150.00 Stipend per semester

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

- A. The Board shall provide premium contribution payments toward mutually agreed to Health/Medical plans; Vision/Life plans; and Dental at 60/60/60 (for employees only) for the 2018-2019 contract years. Dollar amounts for 2018-2019 are listed on the attached chart.
- B. 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 Vision VSP3, Dental 60/60/60 (annual maximum of \$1,200.00), Life \$15,000.00 and AD&D \$15,000.00 plans. Employees will pay all deductibles associated with the plans.
- C. Non-full-time employees will receive a percentage of the full-time contribution as shown on chart.
- D. Coverage shall run from 7-1 to 6-30 each year.
- E. 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. The medical insurance plan for the 2018-2019 school year is MESSA CHOICES 11, \$10/20 RX, \$500/1000 annual deductible. Vision coverage is VSP 3; Delta Dental 60/60/60 with \$1,200 max. Life \$15,000.00, AD&D \$15,000.00

- F. 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.
- G. 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.

**Article XVI - Health Benefit Board Premium Contribution
2018-2019**

Level based on annual hours worked

0-700	
701-1000	\$2,834.00
1001-1300	\$3,424.00
1301-1400	\$4,013.00
1401-2079	\$4,604.00
	\$4,899.00
	Secretaries:
	\$5,194.00

ARTICLE XVII –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. Signature verifies receipt, but not agreement with contents. 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 XVIII - 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 XIX - 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 XX - Auxiliary Employees Compensation Schedule

The wage scales on page 22 reflect an increase of \$0.20 (20 cents per hour) for 2017-18. Effective October 25, 2017.

ARTICLE XXI

In accordance with Michigan Law should an emergency manager be appointed by the governor, this collective bargaining agreement may be modified, changed, declared invalid for reasons that are critical for the survival of this school district. The emergency manager shall be the chief executive of the school district in order to make any changes necessary to facilitate the restoration of financial stability so the district can operate.

The Michigan Emergency Manager Law derives its powers from public act 436 of 2012. The school district dissolution provision was added in 2012. The assignment of an Emergency Manager to the school district is final. Said manager may be responsible for all aspects of the school district operation.

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 the employee's drive time regular rate while driving the bus for school activities and afterwards an \$11.00/hr. wait time rate will be for the remaining hours during the activity.

- 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. **The Menominee run and the swim run are not eligible for said meal allowance.**
- 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 driver's 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. Paraprofessional

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

Appendix B - Grievance Report Form

Grievance# _____

- Distribution of Form:
A. Superintendent
B. Principal
C. Association
D. Employee

Name of Grievant: _____ Date Filed: _____

LEVEL 1

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

C. Relief Sought _____

Signature _____ Date _____

D. Disposition by Supervisor _____

Signature _____ Date _____

Position of Grievant ad/or Association _____

Signature _____ Date _____

LEVEL 2

A. Date Received by Superintendent _____

B. Disposition of Superintendent _____

Signature _____ Date _____

LEVEL 3

A. Date Received by Board of Education or Board Committee _____

B. Disposition of Board or Board Committee _____

Signature _____ Date _____

LEVEL 4

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature _____ Date _____

FY17-18

.....\$.20 per hour
increase

NOON HOUR AIDES	
0-2	9.82
3-10	11.14
11-15	11.60
16-20	12.05
21-24	12.49
25+	12.96

ALL OTHER AIDES	
0	8.92
1	9.37
2-4	9.82
5-10	10.26
11-15	10.70
16-20	11.14
21-24	11.60
25+	12.07

FOOD SERVICE	
0	8.92
1	9.37
2-4	10.70
5-10	11.14
11-15	11.60
16-20	12.05
21-24	12.49
25+	12.96

DRIVERS	
0	15.74
1	16.01
2-4	16.31
5-10	16.46
11-15	16.86
16-20	17.13
21-24	17.44
25+	17.91

SECRETARY	
0	10.49
1	11.73
2-4	12.94
5-10	14.17
11-15	15.39
16-20	16.63
21-24	17.10
25+	18.80

18-19

1.50%

NOON HOUR AIDES	
1-3	9.97
4-11	11.29
12-16	11.75
17-21	12.20
22-25	12.64
26+	13.11

ALL OTHER AIDES	
1	9.07
2	9.52
3-5	9.97
6-11	10.41
12-16	10.85
17-21	11.29
22-25	11.75
26	12.22

FOOD SERVICE	
1	9.07
2	9.52
3-5	10.85
6-11	11.29
12-16	11.75
17-21	12.20
22-25	12.64
26+	13.11

DRIVERS	
1	15.89
2	16.16
3-5	16.46
6-11	16.61
12-16	17.01
17-21	17.28
22-25	17.59
26+	18.06

SECRETARY	
1	10.64
2	11.88
3-5	13.09
6-11	14.32
12-16	15.54
17-21	16.78
22-25	17.25
26+	18.95

For the 2018-2019 school year:

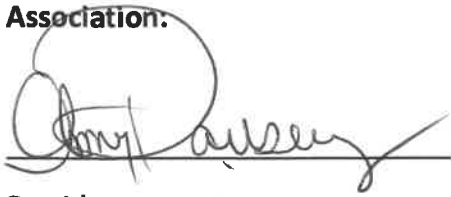
For any "full time", bus driver or other employee, "covered by said agreement", working more than 3.5 hours per day, and that earns an overall positive end of year evaluation, the following shall occur:
(combination employees are only eligible for one stipend)

Earn a onetime stipend of \$250.00

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:



President

1-4-19

Date



Secretary

1-9-19

Date

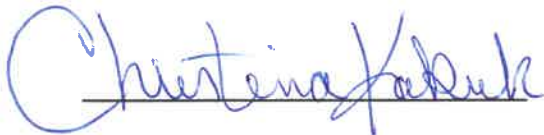
Board of Education



President

12/19/18

Date



Secretary

12/19/18

Date

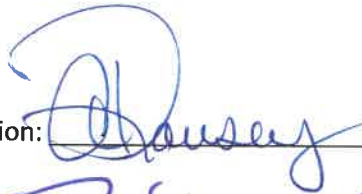
Letter of Agreement between the Stephenson Area Public Schools and the Stephenson MESPA, MEA

Beginning July 1, 2019 we agree that the Note at the bottom of page 13, in Article XIV A. which reads:

“Note: Allow the use of personal days (if available), to compensate for “Act of God” days beyond the two paid days. If no personal days are available, then no pay for these days. (No sick leave).”

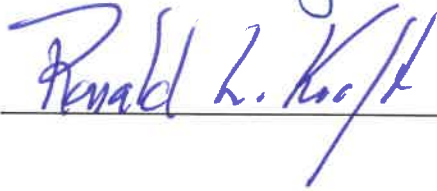
Will be stricken from the contract. This language is in conflict with the intent of the new language in Article XV F.

For the Association:



1-11-19
Date

For the School:



1-14-19
Date