

MASTER AGREEMENT

between

MERIDIAN PUBLIC SCHOOLS  
BOARD OF EDUCATION

and

MERIDIAN EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION/MEA/NEA

July 1, 2013 through June 30, 2015

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## Article I

### RECOGNITION AND AGREEMENT

- A. This Agreement entered into this July 1, 2013 by and between the Board of Education of the Meridian Public Schools, hereinafter called the “District” and the Meridian Educational Support Personnel Association/MEA/NEA (MESPA), hereinafter called the “Union”.

Unless otherwise indicated, the term “Employee” when used hereinafter in this Agreement shall refer to all members of the bargaining unit.

The private and personal life of any employee is not within the appropriate concern or attention of the Employer unless it affects job performance or is determined to present a threat to students/other employees.

- B. The District recognizes the Union as the sole bargaining representative for purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for the term of the Agreement for the following personnel:

All cooks, paraprofessionals, transportation, custodial, and maintenance employees employed by the Meridian Public Schools; but excluding temporary employees, supervisors, and all other employees. Such representation shall cover all personnel assigned to newly created positions which are not supervisory and administrative, subject to the terms and conditions of this Agreement.

- C. Full time employee is defined as an employee regularly scheduled thirty (30) hours per week, fifty-two (52) weeks per year, excluding temporary seasonal positions.
- D. Year round employee is defined as an employee regularly scheduled less than thirty (30) hours per week, fifty-two (52) weeks per year, excluding temporary seasonal positions.
- E. School-term employee is defined as any employee working during the school calendar year and as provided in Article IX, O.
- F. The parties, having reached certain understandings, hereby agree as follows:

## Article II

### JOINT ADMINISTRATION AND MESPA MEETINGS

- A. Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Representatives of the Administration and the MESPA shall meet regularly for the purpose of discussing problems in regard to this Agreement. Said meetings are to be scheduled on the first Monday of every other month during the school year. (October, December, February, April, June, August)

- B. The Union representatives shall normally not exceed four (4) members, consisting of the President, grievance chairperson, and any individuals who may have matters to be discussed.
- C. There shall be no loss of wages for personnel attending such meetings; however, attempts shall be made to schedule meetings when employees do not have job responsibilities.
- D. Nothing in this Article shall be construed to prevent any employee from discussing any problem with his or her immediate supervisor or Union representative.
- E. Mutually agreed upon matters may be placed in writing and if ratified by the parties will become part of the Master Agreement.

### Article III

#### **GENERAL PROVISIONS**

- A. The Union agrees that neither it nor the employees shall authorize, sanction, condone, engage in or acquiesce in any strike as defined in Michigan Public Act 336, as amended. Strike shall also be defined to include slowdowns, stoppages, sit-ins, picketing, boycotts, work stoppage of any kind, the concerted failure to report to duty, the willful absence from one's position, the stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of one's assigned duties, or the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected activities having the effect of interrupting work or interferences of any kind whatsoever with the operation of any of the facilities of the district.
- B. The Board agrees that it will not during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act.
- C. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon the District and the Union. This Agreement is subject to amendment, alterations or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term, or conditions of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or

matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- E. If any provisions of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- F. Whenever school is closed because of inclement weather or an Act of God day, employees may use vacation time for that day during that pay period.
  - 1. Employees who report for work will perform such duties as assigned to each job classification. Employees reporting for work on those days will be paid at their regular rate for the time they are required to be at school, which will result in no loss of pay from their normal duties. Twelve (12) month employees must report to work on these days.
  - 2. School term employees will not report to work on inclement weather days unless called in. School term employees called in, or approved to report, do not have to report for work before 9:00 a.m.
- G. Parking facilities shall be available for Union members.
- H. Any complaint against any employee will be promptly brought to the employee's attention, except that an employee who is the subject of a criminal investigation may not be informed of the complaint when the agency conducting the investigation requests that knowledge of the investigation be kept confidential. No action will be taken on any complaint unless the District advises the employee of the complaint in writing. No complaint or reprimand will be given to the employee over the telephone or district radio.
- I. If any legal action is brought against an employee by reason of proper performance of job responsibilities, the District will provide such legal counsel and all necessary assistance to the employee in his or her defense as is permitted under law.
- J. Any case of assault on an employee shall be promptly reported to the Administration which shall make arrangements for notification of local police authorities.
- K. Time lost by an employee as a result of an assault on school premises during working hours shall not be charged against the employee's sick leave allowance, subject to the provisions of the Worker's Compensation Law. (See Article X, H.)
- L. Reimbursements must be submitted within 45 days of receipt of items. Reimbursements must be submitted with a detailed original receipt attached.
  - 1. Eyeglasses and personal clothing damaged during an assault shall be replaced at the District's expense provided the District has exhausted, with the cooperation and assistance of the employees involved, efforts to recover the loss from the assailants.

2. The Employer shall reimburse the employee for the loss, damage, or destruction of personal property which must be used on school premises, when the loss, damage, or destruction is caused by performing the job function in the proper manner.
  3. Any licenses or certifications required to perform the duties of the job will be reimbursed by the District.
- M. The District agrees to provide the Union with one (1) copy of the Agreement for each current employee, plus twenty (20) additional copies for the use of the Union. The District will provide one (1) copy of the Agreement to each newly hired employee following implementation of this Agreement.
- N. An employee shall be responsible to only one immediate supervisor, the supervisor to be designated by the Employer with written notification provided to each employee. If there is a conflict about the employee's job assignment the final determination will be made by the Superintendent.
- O. The Employer shall provide, at no cost to the Union, forty (40) hours per year of released time for handling of Union business as deemed appropriate by the Union President. This time shall be taken in hourly blocks with five (5) day advance notice being given to the Employer. Should the need for a substitute arise, the Union will pay for the cost of the substitute.
- If a Union executive board member refuses overtime because of meetings between the District and the Union, they shall not be deemed as having forfeited their right to overtime.
- P. The Employer shall reimburse the employee for the loss, damage, or destruction of personal property which must be used on school premises, when the loss, damage or destruction is caused by performing the job function in the proper manner.
- Q. Any employee who is assigned to a permanent position that requires them to drive their personal vehicle shall be paid mileage at a rate established by the District.
- R. Employees scheduled to work less than full time will be given the first opportunity to perform any extra work caused by a temporary vacancy of fifteen (15) work days or more. Assignments will be made according to seniority in their classification or major work area on a rotating basis as long as not more than eight (8) hours per day or forty (40) hours per week are worked. The District shall have the right to assign the additional hours in any fashion and they may assign hours caused by absences of less than fifteen (15) work days at their discretion. It is expressly recognized by the parties that if these assignments entail travel between buildings no mileage will be paid to the employee and commuting time shall not count as working time. The filling of temporary vacancies will be done if scheduling permits.
- S. The parties hereby agree that a committee of equal representatives will meet to study comparable worth of the various classifications. Any mutual agreements will be reduced to writing and if ratified will become part of the Master Agreement.

- T. The Custodial/Grounds/Maintenance classification was established to give the Board more flexibility in the temporary (i.e., anything not permanent) assignments of duties across major work function. The conditions of employment will remain unchanged, i.e., there will be no permanent change in major work function because of this consolidation.
- U. Three bargaining unit members on the basis of seniority, schedule availability and willingness will be selected for training as substitutes for the food service and mail delivery. Each person will be paid their regular hourly rate for appropriate training. If a substitute is needed, these trained people will be called on a rotating basis in alphabetical order. A fourth bargaining unit member may be added at the discretion of the District.
- V. An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, is allowed to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

#### Article IV

### **DISTRICT RIGHTS**

- A. The District, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the Meridian Public School District and its properties and facilities, and occupational activities of its employees.
  - 2. To hire all employees without discrimination such as race, creed, religion, nation origin, single or married and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote, transfer and retire all such employees, subject to the terms and conditions of this Agreement.
  - 3. To determine work loads, hours of employment and the duties, responsibilities, and assignments of employees covered by and subject to the terms of this Agreement.
  - 4. To adopt and revise reasonable rules and regulations.
- B. This exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, and adoption or amendment of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent

such terms conditions are not in conflict with any existent law or statue of the State of Michigan or the United State.

## Article V

### **UNION ACTIVITIES**

- A. The District agrees to provide access to all public information retained by the Administration in compliance with the provisions of the Michigan Freedom of Information Act of 1976.
- B. The Union shall have the right to use school buildings in compliance with established Board of Education policy regarding public use of such facilities.
- C. The Union may not hold meetings or distribute Union literature on school premises during normal school hours, or to any employees during their normal working hours.
- D. Union representatives shall be allowed to visit schools during working hours provided that they register with the Superintendent's Office. Such visits shall not interfere with the normal performance of duties by the employees or the normal function of the school.
- E. The Union may use the intra school mail system for distribution of Union literature provided that the literature bears the endorsement or signature of the Union President.
- F. Bulletin boards shall be made available to the Union.
- G. The Union shall be permitted to use computers, printers, copy machines, fax machines, etc., when such use is approved by the chief building administrator. The Union will pay the cost of all materials and supplies incidental to such use, including the cost of repairs for damage to equipment during its use by the Union.
- H. Existing lounge facilities shall be maintained for employee use.
- I. Union representatives shall be allowed to use school phones or receive calls pertaining to Union affairs at all reasonable times provided such use of phones does not interfere with normal work schedules. Any expense of toll calls shall be paid by the Union.
- J. Emergency phone calls and messages shall be delivered to the employees as soon as possible. Facilities for use of the telephone by employees shall be made available.

## Article VI

### **AGENCY SHOP**

- A. Any employee who is not a member of the Union in good standing, or who does not make application for membership within twenty (20) working days from the date of commencement of duties, shall as a condition of employment pay as a service fee to the

Union, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in Article VII. In the event that an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, as provided in this Agreement, the District shall, at the request of the Union, deduct the union dues or service fee from the employee's wages and remit same to the Union. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge.

- B. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and
  2. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article VI, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

## Article VII

### **PAYROLL DEDUCTION**

- A. The Union shall notify the District twenty (20) working days prior to any change in its dues or fees.
- B. The Board shall deduct from the pay of each employee from whom it receives authorization to do so and make appropriate remittance for insurance premiums and options, credit unit, savings, bonds, charitable donations, or any other plans or programs jointly approved by the District and the Union.

## Article VIII

### **GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the expressed terms and conditions of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. The termination of services of or failure to re-employ any probationary employee;
  2. The placing of any probationary employee on an additional period of probation;
  3. Any matter for which there is recourse or redress under federal or state statutes (e.g., EEOC, Civil Rights, OSHA, MIOSHA, etc.)
- C. Representatives for grievance processing shall be selected as follows:
1. The Union shall designate representatives to handle grievances per job classification. For purposes of this Article, Mechanic and Custodial/Grounds/Maintenance shall be considered to be one classification.
  2. The Board designates the supervisor of each separate unit of employees as its representative at Level One hereinafter described; and the Superintendent or his designated representative to act at Level Two as hereinafter described.
  3. Either party may change its representatives by written notice to the other.
- D. The term “days” shall mean the day of the week, Monday - Friday, excluding Saturday, Sunday, legal holidays and the employee’s paid vacations which were scheduled prior to the occurrence of the alleged violation.
- E. Written grievances must conform to the following specifications:
1. Must be signed by the grievant or grievants.
  2. Must be specific concerning:
    - a. The section or subsection of the contract alleged to have been violated.
    - b. The date of the alleged violation.
    - c. The facts giving rise to the alleged violation
    - d. The relief requested.
  3. Any written grievance not in conformance with E (2) (a-d) shall be rejected as improper. Rejection for improper filing shall not extend the limitations hereinafter set forth.
- F. Level One
1. An employee or the MESPA, alleging a violation of the express provisions of this contract, shall within fifteen (15) work days of the alleged occurrence commit the grievance to writing (on Appendix B), submit the written grievance to the immediate supervisor, and orally discuss the grievance with the immediate supervisor and a Union representative in an attempt to resolve the grievance.

2. If no resolution is obtained within ten (10) work days of the oral discussion, the grievant may proceed within twenty (20) work days of the oral discussion prescribed in F(1) to Level Two.

G. Level Two

1. An original copy of the written grievance shall be filed with the Superintendent or his/her designated agent, bearing an endorsement of the approval or disapproval of the Union. Within ten (10) work days of receipt of the written grievance, the Superintendent (or his/her designated agent), shall arrange a meeting with the grievant and/or the Union grievance representative (at the grievant's option), to discuss the grievance.
2. Within ten (10) work days of this meeting the Superintendent (or his/her designated agent), shall render a decision in writing, transmitting one (1) copy to the grievant, one (1) copy to the Union, one (1) copy to the grievant's supervisor, and one (1) copy in a permanent grievance file in his/her office.
3. If grievant is not satisfied with the response at Level Two, he/she or the Union representative shall within ten (10) work days of receipt of Level Two response, file a copy of the written grievance, which contains the Level Two decision, with the Secretary of the Board of Education and a copy to the Superintendent or his/her designee.

H. Level Three

1. Upon proper application as specified in Level Two, the Board shall schedule an opportunity for grievant to present his complaint to the Board at the next regularly scheduled Board meeting.
2. Within ten (10) work days form the hearing of the grievance, the Board shall render its decision in writing. The Board may hold further hearings therein or further investigate the grievance.
3. One (1) copy of the decision of the Board shall be filed with each of the following:
  - a. Grievant
  - b. Grievant's Supervisor
  - c. Superintendent
  - d. Board Secretary
  - e. MESPA

- I. If the decision of the Board of Education is unsatisfactory to the Union, it shall, within ten (10) work days of receipt of the Board's response, notify the board of its intent to submit the

dispute to the American Arbitration Association (AAA) for binding arbitration. The arbitrator shall be selected according to the appropriate AAA rules.

1. The party filing for arbitration shall pay the entire filing fee.
  2. The arbitrator shall have no power to:
    - a. Amend, modify, or otherwise change any provision of this Agreement.
    - b. Rule on or interpret any matter included under Section B (3) of this Article.
    - c. Establish, amend, or modify any salary schedule or fringe benefit provided under this Agreement.
    - d. Rule on more than one (1) grievance unless both parties mutually agree in writing.
  3. Neither party may raise any new ground or defense not previously raised at an earlier level of this grievance procedure.
  4. This cost of arbitration shall be born equally by the parties, except that each party is responsible for the cost of preparing its own testimony and exhibits and securing its own representation.
- J. Should an employee or the Union fail to file grievances within the prescribed time limits, the grievance will not be further processed. Should the Administration or Board as specified herein fail to respond within the prescribed time limits, the grievance shall automatically proceed to the next level of the grievance procedure.
- K. Should an employee fail to appeal a decision within the prescribed time limits, or leave the employ of the Board during any of the procedures herein described (except a claim involving a remedy directly benefiting grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- L. The Union shall be permitted to file grievances.
- M. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when an employee or a participating union representative is to be at the assigned work/duty station.
- N. Time limits provided in this Article shall be strictly observed but may be extended only by written agreement of the parties.
- O. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

## Article IX

### HOURS OF WORK

- A. The normal week shall consist of forty (40) hours, eight (8) hours per day, Monday through Friday; it shall include two (2) fifteen (15) minute daily break periods; it shall exclude a duty free, uninterrupted thirty (30) minute unpaid lunch period.
1. Employees who are assigned school vehicles will have 15 minutes after reporting for work to travel to their work sites. Ten (10) minutes travel time will be allowed before and after lunch and at the end of the day when working off the main campus.
  2. Full-time employees who do not receive travel time as in A.1. will be allowed five (5) minutes to clean up prior to lunch and at the end of the day.
- B. The Board agrees to provide one (1) fifteen (15) minute break period each morning during four (4) hours of uninterrupted work. The lunch period of thirty (30) minutes will begin approximately four (4) hours following the required reporting time. The last daily break of fifteen (15) minutes will be scheduled during four (4) hours of uninterrupted work following the lunch break. An unpaid lunch during four hours of work shall not cause the loss of a break.
- C. Any employee who works at least four (4) consecutive hours in one (1) day shall be allowed one (1) fifteen (15) minute break period.
- D. The Board reserves the right to set the hours of work for all employees covered by this Agreement. A permanent change in the starting time of a shift shall not be made until the Board has given a ten (10) working day notice to the Union and the affected employee(s). The Board reserves the right to temporarily change an employee's starting time in case of emergency.
- E. The Board agrees to pay overtime under the following conditions:
1. Time and one-half will be paid for all hours worked over 40 hours in one week.
  2. Double time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.
  3. Paid leave shall count toward hours worked.
  4. There shall be no off setting compensatory time of overtime unless it is mutually agreeable to the Employer and the Employee. Such compensatory time shall be at time and one-half or double time, whichever is applicable.

5. Employees called to work for an emergency will be given a minimum of two (2) hours work.
  6. Advance notice of overtime shall be given to the affected employee(s) as soon as possible.
- F. An employee required to perform overtime work or to work on a scheduled day off shall not be required to take time off during the work week for the purpose of offsetting overtime.
- G. Assignment of overtime hours of work will be made according to seniority by job classification or by major job function in Custodian/Grounds/Maintenance, and rotated according to the number of hours of each employee. Employees eligible for additional hours who refuse the assignment will be charged the same number of hours as the employee who worked the hours. The Administration will offer the overtime hours of work to other available employees in the district employed in the same job classification or major job function in Custodial/Grounds/Maintenance. If this also fails, the Administration may secure substitute employees to perform the required tasks.
- On the first day all staff report to work each year, each bargaining unit member on a classification overtime roster shall be listed in order of seniority in that classification and credited with zero (0) hours of overtime.
- H. When working hours are to be reduced, the employee with the least seniority in the job classification or by major job function the affected classification shall incur the first reduction, excluding bus drivers.
- I. Employees shall report at the specified starting time of their shift and shall not leave without permission, until their specified quitting time of their shift (excluding unpaid lunch periods).
- J. Employees who must leave the premises at any time for any reason shall inform their supervisor of the reason for leaving, destination, estimated time of return, and secure the supervisor's permission prior to leaving, providing supervisor is available. (excluding unpaid lunch periods.)
- K. For all employees, the work hour shall be divided into ten (10) six (6) minute segments. An employee shall be noted as late for work if he/she does not report ready for work at his/her work station at his/her starting time. If an employee reports for work late, six (6) minutes or more after starting time, he/she shall be docked in major segments of 1/10 of an hour.
- L. If an employee is more than thirty (30) minutes tardy without notifying his/her supervisor, his/her supervisor may send him/her home for the balance of the working day, in which event he/she may not receive any pay for that day. Continued tardiness may result in the dismissal of the employee.

- M. Employees will be required to notify their immediate supervisor when they are going to be absent. The immediate supervisor must be notified the night before or in case of emergency, one (1) hour before their regular starting time. Such notification shall not constitute proof of the validity of the absence.
- N. All overtime shall be posted for Mechanic and Custodial/Grounds/Maintenance in the major job function. Transportation overtime shall be posted in the drivers' lounge. Posting of overtime shall be kept up-to-date each pay period. The procedure for posting overtime shall be consistent and easily understood by the workforce.
- O. School-term employees shall work one paid day in addition to the scheduled student days and in addition to any days of work specified elsewhere in this Agreement. The District may assign normal work in their classification to employees, or in-service may be provided. This day shall be specified as the day prior to the teachers first work day, but not attached to the four day Labor Day weekend.

## Article X

### PAID LEAVES

- A. For purposes of this Agreement, "immediate family" shall include the employee's natural parents, stepparents, siblings, spouse, children, grandchildren, grandparents, sons and daughters-in-law and spouse's parents.
- B. Full-time employees shall be granted 96 hours sick leave per year, the unused portion of which may accumulate to 720 hours.
- C. School term employees and year-round shall be granted ten (10) Sick Leave days per year broken down into hours to the nearest tenth of an hour, the unused portion of which may accumulate to ninety (90) days broken down into hours to the nearest tenth of an hour. For this provision, a Sick Leave Day shall be interpreted to be the employee's normal hours of work per day. Sick leave days may be used for personal illness or illness of an immediate family member.
- D. At its discretion, the District may request verification of any use of sick days.
- E. Any employee subpoenaed as a witness in a court of law shall be reimbursed that day's wages minus the court paid witness fee. The employee must submit the court payment voucher to receive payment under this provision.
- F. Employees ordered to jury duty, excluding employees who volunteer for jury duty, shall be paid the difference between that day's wages and the juror fee paid by the court for jury duty. The employee must submit the court payment voucher to receive payment under this provision.

- G. Four (4) days with pay will be granted for each occasion of the death of sons, daughters, spouse, parents, or in-law parents. Two (2) days with pay will be granted for in-law children, grandchildren, and the employee's siblings. One (1) day with pay will be granted for the death of the employee's grandparents, brother-in-law, and sister-in-law.
- H. In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use his/her sick leave in the same manner as if the injury or illness was not compensable under the Worker's Compensation Law. An employee receiving Worker's Compensation and who elects to use sick leave will sign over the Worker's Compensation check(s) to the District within ten (10) days of receipt. Sick leave will be deducted for any such day on a prorated basis (e.g., two thirds pay received from Worker's Compensation will result in one third sick day deducted from the employee's sick leave bank). If the employee has exhausted his/her accumulation of paid sick leave, the employee will be entitled to receive payment only under Worker's Compensation for the duration of the absence.

An employee injured on the job must file an injury report at the employee's earliest reasonable opportunity. The Board reserves the right to require an examination by a Board appointed physician at Board expense.

#### Article XI

### LEAVES OF ABSENCE

- A. An employee who, because of illness or injury which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted their sick leave shall be given a leave of absence without pay and without loss of seniority for the duration of such disability, without limitations specified in paragraph H below, provided he/she promptly notifies the District of the necessity thereof and provided further that he/she supplies the District with certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.
- B. Leave of absence without pay and without loss of seniority shall be granted for periods of time not to exceed forty (40) working days for physical or mental illness or prolonged serious illness in the immediate family (as defined in Article X, A).
- C. Leaves of absence without pay and without loss of seniority shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved education institution.
- D. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child where applicable.
- E. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of the federal law granting such rights.

- F. Leaves of absence without pay and without loss of seniority will be granted to employees who are active in the National Guard or a branch of the armed forces reserves for the purpose of fulfilling their annual field training obligations, providing such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- G. Any employee in the bargaining unit elected to a full time office in the Union whose duties require his/her absence from work, shall be granted a leave of absence without pay for the term of such office and at the end of such term be entitled to resume his/her regular seniority status and all job and recall rights.
- H. All reasons for leaves of absence shall be in writing stating the reason(s) for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the district for reasons other than those listed above when they are deemed beneficial to the district. Extensions on any leaves of absence may be granted at the discretion of the district.
- I. Any employee on sick leave who has exhausted sick leave provisions and vacation time and is not receiving any compensation shall be considered to be on a leave of absence without pay for a period not to exceed six (6) months. In the event the employee is not mentally or physically able to resume full time normal duties of his/her classification at the end of the six (6) month period, the District may, at its option, extend the leave for a maximum of six (6) additional months contingent on receipt of medical reports from the employee's doctor, or terminate the employee's employment with the district.
- J. In non-emergency situations, five (5) work days prior notice shall be given the district in writing.
- K. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or who does not receive an approved extension, or who accepts other employment while on leave from the district, except as herein provided will be considered to have terminated his/her employment.
- L. The above leaves may be extended upon written application of the employee with advance approval of the expiration date.
- M. An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began. At least twenty (20) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work if the leave is sixty (60) working days or more.
- N. In case of a leave of 20 working days or more the job will be posted as a temporary job for bargaining unit members.

- O. Unpaid leaves of absences – The granting of these days will be awarded as follows, subject to the approval of the Superintendent or his designee:
1. Need request in writing at least ten (10) days prior to requested first day off work.
  2. The availability of substitutes may be a major controlling factor regarding whether or not the employee can be granted unpaid time off in non-emergency situations.
  3. Unpaid leaves – deduct time off, up to four days in any given school year, will continue to be approved for cases of emergency, (i.e., death in immediate family, funerals, serious illness in immediate family, personal illness and/or other emergencies, as determined by the Superintendent or designee).

P. Federal Family Leave Act

Leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with that Act for birth, adoption, placement in their foster care of a child, or for serious medical conditions affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. Any paid insurance the employee currently receives will continue for the duration of the leave not to exceed 12 weeks.

Article XII

**DISCIPLINE**

- A. Upon completion of his/her probationary period, no employee shall be disciplined or discharged without just cause.
- B. An employee shall be entitled to have a Union representative present at any meeting during which he/she shall be disciplined. Employees shall be notified of the purpose of any such meetings in advance. Notification shall be given to the Union President or Union representative prior to the meeting.
- C. A system of corrective/progressive discipline will be applied to all employees, consisting of the following minimum elements:
1. Verbal and/or written warning (if written, it will be on the form attached as Appendix C and will not be placed in the employee's personnel file).
  2. Written reprimand.

3. Suspension without pay:
  - a. One Day
  - b. Three Days
  - c. Discharge
  
- D.
  1. When there is just cause due to a severe employee violation, the Administrator may initiate discipline up to and including suspension/discharge at the first step.
  
  2. In cases of suspension or discharge, the Administrator shall file written charges and shall forward copies of said charges to the employee, the President of the Union and the Chairperson of the Union Grievance Committee.
  
  3. The Union, in behalf of the employee, shall have twenty-four (24) hours beyond the notification of the Union President and Chairperson of the Union Grievance Committee to appeal the suspension/discharge in writing to the Superintendent or his designated agent. The Superintendent will within twenty-four (24) hours schedule a hearing with the Union and said employee on the suspension/discharge. At the end of said hearing, the Superintendent shall reach a decision on the suspension/discharge. If the decision of the Superintendent is not satisfactory to the Union, a meeting will be scheduled with the Board within ten (10) work days to act upon the suspension/discharge. The Union, in behalf of the employee, has the right to appeal the Board's decision to arbitration if he/she is not satisfied with the decision.
  
- E. Nothing in this article shall prevent the district from maintaining discipline record in an employee's personnel file except as provided for in Article XIII, Personnel Records, Section D.

### Article XIII

#### **PERSONNEL RECORDS**

- A. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file, the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
  
- B. All employees shall have the right to review the contents of their personnel files, with the exception of any confidential information such as letters of recommendation obtained at the time of hiring. The employee may, at his/her request, have a Union representative present at

such review. Responsibility for arranging for Union representation rests solely with the Union.

- C. Annually, the Administration shall provide each employee with an accounting of his/her accumulated sick leave, vacation time, and personal leave (for those eligible employees), effective the start of the fiscal year.
- D. Prior verbal warnings and written reprimands which are more than two (2) years old will not be used as a basis for further discipline unless the misconduct is of a recurring nature.

#### Article XIV

### **JURISDICTION**

- A. Administrators, teachers and employees not covered by the terms of this agreement may not perform bargaining unit work except for the purpose of instructional training, or in cases of emergency, providing that the Supervisor of Custodians/Ground/Maintenance, Food Service Manager and Transportation Supervisor may perform such duties which they have performed in the past, providing there is not discrimination against the employees covered by this agreement.

During the term of this Agreement, the Employer shall not utilize the services of the Supervisor of Custodial/Grounds/Maintenance, Food Service Manager and/or Transportation Supervisor to cause the lay off or reduction in hours of a bargaining unit member. The Supervisor of Custodial/Grounds/Maintenance shall not be assigned bargaining unit work as a regular part of his/her daily routine.

- B. All projects or new equipment desired must be approved by the Superintendent or the Superintendent's designee.

#### Article XV

### **TRAINING AND EDUCATION**

- A. When an employee is sent by the Administration to job related training programs or courses, the costs of tuition, books, and supplies related to such training shall be paid by the Board. Employees shall receive regular hourly pay for attendance required during working hours.
- B. For those out-of-town programs, conferences, courses, or workshops which the employee must attend at the direction of the Administration, the employee's expenses pursuant to attendance shall be paid by the District. Attendance during working hours at out-of-town conferences shall not cause the employee to suffer loss of pay or benefits.
- C. Payment of expenses incurred by the District pursuant to this Article shall be subject to itemization (i.e., receipts), and subject to per diem reimbursement rates established by the District.

Concern by all members:

Training in appropriate areas as needed. Examples: However not limited to:

- |                    |   |
|--------------------|---|
| Paraprofessionals: | Instruction in Special Needs Students<br>CPR<br>Dispensing of Medication<br>Classroom Discipline<br>Reading Instruction<br>Math Instruction |
| C/G/M:             | Operation of Machinery<br>Products and Safety<br>OSHA Rules   |
| Bus Drivers:       | Discipline on a Bus<br>Drug and Alcohol Updates<br>Driver Safety  |
| Food Service:      | Operation of Equipment<br>Products and Safety<br>OSHA Rules<br>Health Department Updates  |

#### Article XVI

### **EQUIPMENT AND CLOTHING**

- A. Employees working in areas where there is a danger of head injury from impact or from falling or flying objects, or from electrical shock and burns, shall be required to wear protective helmets. Only those protective helmets approved by the Director of Safety shall be worn by an employee. Protective helmets shall be provided by the District.
- B. Employees shall be required to wear eye and face protection when machines or other operations present potential eye or face injury from physical, chemical, or radiation agents. Only eye and face protection approved by the Director of Safety shall be worn by an employee. Protective glasses, goggles, face shields and gloves will be furnished by the District.
- C. The District will not provide safety glasses which require optical correction.

## Article XVII

### **SAFETY**

- A. The District will take measures to provide safe working conditions in order to prevent or eliminate any hazards which the employees may encounter in their places of work, in accordance with the provisions of state and local regulations (e.g., OSHA, MIOSHA, etc.).
- B. The employee will be expected to immediately inform the District in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions, or equipment. The District upon notification of an alleged unsafe condition, shall investigate such condition, and shall be expected to make adjustments in such condition if, in the District's investigation, the alleged unsafe condition is found to be a hazard to the employee.
- C. To the extent possible, lawn mowing and snow removal will be carried out when at least one other employee is on duty in the same area. If any employee is sent out alone he will have a two-way radio if he is using machinery to complete the above two tasks.

## Article XVIII

### **NEW JOBS**

- A. When new jobs which fall in the scope of this Agreement are created and placed in operation during the term of this Agreement and they cannot, in the determination of the Superintendent, be properly placed in an existing classification, the District shall place into effect a new classification and a rate of pay, similar to that of other jobs in substantially similar classifications, for the job in question, and he shall designate the classification and rate of pay as temporary. The District shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such jobs.
- B. The new classification and rate of pay shall be considered to be temporary for a period of twenty (20) work days following the date of written notice to the Union. During this twenty (20) day period, but not thereafter during the life of this Agreement, the Union may request in writing to the District to negotiate the pay rate of the classification. Negotiations shall commence within a timely period following the Union's notice of its desire to negotiate pursuant to this provision. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time or as a result of final negotiations, the new classification shall be added to and become a part of Article XXI (Seniority, Layoff and Recall), paragraph E. The rate of pay shall likewise become a part of Article XXIX (Wages), paragraph A.
- C. New jobs shall be posted as provided in Vacancies and Transfers, Article XX. Personnel (bargaining unit members) currently employed by the District may apply for any new job;

however, the District may hire a new employee for any newly created job, if no existing employee (bargaining unit member) has the qualification required for this position. Persons unable to fulfill this criteria will be considered unqualified for the position and the position will be awarded to the next qualified person, holding the greatest seniority, who signed the original position. An employee on a leave of absence is not eligible to bid on a vacant position unless the employee will be available to assume the position on the start date of the position. The District is not obliged to allow a bargaining unit member to hold two positions at the same time when the district feels that the two positions may be in conflict with each other.

- D. When a new job is filled by an existing employee in the District, it is agreed that the temporary or probationary period shall be as set forth in paragraph B, supra, and in Article XX, paragraph E.
- E. When a new job is filled by a new employee hired from outside the District, it is agreed that the temporary or probationary period shall be the same as in Article XXI, Seniority, Lay Off, and Recall, Subsection C.

#### Article XIX

### **CONTRACTING AND SUBCONTRACTING**

- A. The right of contracting or subcontracting is vested solely in the District.
- B.
  - 1. For the years starting July 1, 2010 through June 30, 2013, the District will maintain the six full-time and two year round positions in custodial, maintenance/grounds that existed in the 2009-10 school year.
  - 2. In addition, the District will maintain the 2009-2010 school year number of employees/positions belonging to the MESPA for the years starting July 1, 2010 through June 30, 2013. However, during this time period, continuation of positions that are provided by the District conditional upon the receiving of Federal, At Risk, Title, or Special Education revenue will be continued at the District's discretion.
  - 3. Further, the District will use their discretion to determine whether positions that are vacated will be filled.
- C. Management supports the position that if Union members under the regular contract can produce work at less cost to the district than a subcontractor, whether it be regular hours or overtime hours, the work shall be scheduled for regular employees if time and conditions permit and regular employees are capable of producing comparable quality of work.
- D. The District is allowed to obtain competitive bids for services in order to meet any funding incentives provided by the state or federal government such as the Financial Best Practices.

Article XX

**VACANCIES AND TRANSFERS**

- A. A vacancy shall be defined as a newly created position within the bargaining unit or a present position that is not filled due to retirement, severance, termination or absence of a regular employee on a leave of known duration of a least twenty (20) work days.
1. If the scheduled hours of a current position increases or decreases by thirty (30) minutes or more, it shall become a newly created position, provided the increase or decrease is expected to continue for at least six (6) weeks.
  2. If the assigned area or assigned duties of any bargaining unit member changes it shall become a newly created position, provided the increase or decrease is expected to continue for at least six (6) weeks.
  3. A bargaining unit member shall have the right to bump into a position held by a less senior member if his/her current position becomes a newly created position due to the changes described in 1. and/or 2. immediately above.
  4. When a vacancy occurs as described in A, (1), (2), or (3) above, a job selection meeting of employees in that classification will be held. Members of the classification will receive written notice of this meeting no later than 48 hours before the meeting is held. In this instance, interested parties must attend the job selection meeting to be considered for the position, unless absent due to illness or bereavement. If an employee is not interested in changing his/her position, he/she need do nothing. The most senior employee applying for the vacancy shall be granted the job if he /she meets the minimum requirements. When an internal candidate filling a vacancy creates a new vacancy, the most senior candidate desiring this position will be granted the job if he/she meets the minimum requirements for the position. This process will continue until all positions are filled or until only one position remains and on which no MESPA member has bid. This position shall be posted the day after the job selection meeting, both internally and externally. Minimum job expectations will be included in the job postings. This policy will apply to all classifications equally and shall take precedence over all other bumping/job selection procedures if the criteria of A, (1), (2), and (3) above are met. All these steps shall occur at a single meeting for the affected classification. There will be no additional pay for attending a job selection meeting.

The parties agree that the District has a period of twenty (20) working days to determine if a vacancy is going to be filled.

5. Temporary vacancies may be filled with a substitute at the discretion of the District, except that a temporary vacancy of known duration which will be of at least twenty (20) work days will be posted for bid as a temporary vacant position. The position of an employee who is awarded a temporary vacancy may be filled with a substitute at

the discretion of the District. Upon return of an absent employee, the person filling the temporary vacancy shall be returned to his/her former position if still in existence.

6. All temporarily vacant positions end as of August 1<sup>st</sup> of each school year.
  7. In the event the District chooses not to fill a position or any portion of the position, the Union will be notified in writing within the twenty (20) day period provided for above.
- B. Vacancies within the bargaining unit shall be posted for a period of five (5) work days prior to filling the position. The Employer shall notify school term employees of vacancies occurring during the summer months (June, July, August) when requested. The following format will be used to advertise vacant positions.
1. Type of Work
  2. Place of Work
  3. Starting Date
  4. Rate of Pay
  5. Hours to be Worked
  6. Classification or Major Job Function
- C. The District reserves the right to determine the criteria for filling any vacancy. The District agrees to consider the qualifications and experience of current employees for any reason. In determining qualifications for any position, the Board agrees to review with the Association any testing and/or questioning procedures used to ensure that all applicants are given equal consideration except that written tests and/or questions shall not be physically released to the Association. An employee on a leave of absence is not eligible to bid on a vacant position unless the employee will be available to assume the position on the start date of the position.
1. The Union recognizes that certain un-requested transfers may be necessary. At least five (5) work days prior to any un-requested transfer the District agrees to notify the employee(s) to be transferred and present the reasons for the transfer in writing.
  2. Such transfers, when involving more than one person, may only be accomplished with mutual consent of the second employee involved.
  3. Transfers may not be made for disciplinary reasons or to cover the failure of an employee to do his/her assigned job responsibility satisfactorily.
  4. Any employee temporarily transferred from his/her classification to another classification within the bargaining unit shall be paid either the rate of the position from which he is transferred or the rate of the position to which he/she is transferred, whichever is higher.
  5. Temporary transfers shall be for a period of no longer than twenty (20) work days, except in the event that both parties mutually agree to an extension of the twenty (20)

work day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the twenty (20) work day time period, the position shall then be considered an open position and posted for bidding from interested employees.

- D. Personnel who request a transfer must put the reasons for such transfer in writing. The District is under not obligation to create a new position to accommodate a requested transfer.
- E. When voluntarily transferring or advancing to higher classification, employees shall retain their existing rate for a working trial period of not more then thirty (30) working days, at the completion of which they shall receive the appropriate rate for the higher classification, retroactive to the time of such promotion. Should an employee voluntarily transfer into a lower classification, he/she will be paid at the rate of the lower classification for all time spent in that classification. If during the trial period, the employee's work is unsatisfactorily he/she shall be reinstated in his/her previous position.
- F. Because of the specific needs of consistency and stability required by certain students, one-on-one special education paraprofessionals, special education bus drivers and attendants may not apply for temporary vacancies that occur during the school year. Dedicated special education or special needs bus runs will be designated at the beginning of the school year. The Association Transportation Representative and the Bus Manager will meet to determine these runs. If agreement cannot be reached, the Association President and District Superintendent will intervene to determine special education runs.

#### Article XXI

### **SENIORITY, LAYOFF AND RECALL**

- A. Seniority shall be defined as the length of unbroken continuous service within the district and within each job classification or major job function of Custodial/Grounds/Maintenance as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual employee has the same starting date of work, ties on the seniority list shall be broken by the date of the application for work. If a tie still exists, the position on the seniority list shall be determined by a drawing.
- B. An employee shall lose all seniority should he/she: retire, resign, or be discharged for Just Cause.
- C. A new employee shall be considered to be probationary until he/she has completed sixty (60) working days of service in the District. At the District's discretion, an employee's probationary period may be extended an additional fifteen (15) days of service. The extension of an employee's probationary period shall not be subject to the Grievance Procedure. Probationary employees shall be evaluated twice by their immediate supervisor during their probation. Areas identified by the supervisor as being less than satisfactory must

be accompanied by recommendations and suggestions for the employee to improve job performance.

- D. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- E. All employees shall hold multiple seniority dates. These shall reflect his/her initial date of hire by the District and classification change or permanent change in a major job function of Custodial/Grounds/Maintenance. For the purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments.

Bus Driver	Lead Mechanic
Bus Attendant	Mechanic
Food Service	Paraprofessional
Food and Mail Service Drive	
Custodial/Grounds/Maintenance (Major Job Function Custodial)	
Custodial/Grounds/Maintenance (Major Job Function Grounds/Maintenance)	

- F. Employees currently in these classifications will be grandfathered and will not be required to pass the District's competency tests for these positions. Employees who transfer to another job classification shall retain seniority in their initial classification or major job function of Custodial/Grounds/Maintenance and shall begin accruing seniority in the new classification from the date of transfer. In the event of layoff, any employee so transferred who may be subject to layoff may transfer back to his/her original job classification or major job function of Custodial/Grounds/Maintenance provided either a position is open, or a less senior employee can be "bumped".
- G. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees, then the least senior employees within each job classification or major job function in Custodial/Grounds/Maintenance. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly created position.
- H. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, within their own job classification or major job function in Custodial/Grounds/Maintenance.
- I. Notice of recall shall be sent by certified mail to the individual's last known address. If the individual does not report to work within ten (10) work days of receipt of this notice, he/she shall be considered to be a voluntary quit.
- J. Employees on layoff shall accrue no seniority, but shall have their seniority frozen. Fringe benefits shall not be provided to any laid off employees.

- K. In the event of a reduction in the work hours in a classification or major job function of Custodial/Grounds/Maintenance except bus drivers, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification seniority than the employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the Employer gives ten (10) work days written notice to the affected employee(s).
- L. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within twenty (20) working days after the effective date of this Agreement and annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union. If no challenge is presented within ten (10) work days the list shall be deemed accurate. The District will provide notice to the Association of employees who are newly hired, including classification.
- M. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees 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 within rules and regulations of the carrier.
- N. Laid-off employees shall be recalled by classification or major job function of Custodial/Grounds/Maintenance in reverse order of layoff to a position for which they are qualified. Any non-probationary employee who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification.
1. An employee who is on lay-off and works as a substitute for a position which then becomes permanent resulting in a recall shall receive retroactive differential pay equal to his/her regular wages. This would be limited to the 20 day window under Article XX Section A.  
Formula is: (Regular Hourly Rate – Substitute Rate) x Hours x Days (Not to exceed 20 days) = Retroactive Payment. Example: (\$11 - \$8) x 6 hours x 20 days = \$360
- O. Should the District determine the need for the closing of a school building, those affected employees may bump an employee in the same job classification or major job function of Custodial/Grounds/Maintenance who may work more hours and have less seniority in another building, provided the employee is capable of performing the duties necessary for the normal and efficient operation of the classification bumped.
- P. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two years shall lose his/her seniority and any further rights under this Agreement.
- Q. There shall be no "bumping" across job classification or major job function in Custodial/Grounds/Maintenance, except as provided in paragraph F, supra.
- R. If a shift is split, then the affected employee will have the right to bump into a straight shift on the basis of seniority.

## Article XXII

### HOLIDAYS

- A. All full-time (30 Hours per Week/52 Weeks per Year) employees shall be paid for the following holidays, provided the holiday falls on a work day. When the holiday falls on Saturday or Sunday for Christmas, New Years, or the Fourth of July, then either the Friday or the Monday will be observed as the holiday, providing school is not in session.

Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day After Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	Fourth of July

- B. To qualify for holiday pay, the employee must work the scheduled work day prior to and scheduled work day following the holiday. An employee on vacation on any of the above holidays shall be paid eight (8) hours regular pay for the holiday.
- C. Year round employees shall be paid for the following holidays: Good Friday, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day.
- D. School term employees shall be paid for the following holidays: Good Friday, Thanksgiving Day and the Friday after Thanksgiving.
- E. Employees who do not satisfy the criteria outlined in B supra due to personal illness or death in the immediate family (as specified in this Agreement), shall receive holiday pay. The employer may request verification in writing from a doctor of any such illness.

## Article XXIII

### VACATIONS

- A. All full-time (30 Hours/Week and 52 Weeks/Year) employees covered by this agreement shall be eligible for paid vacations according to the following schedule:
1. Completion of one (1) year of service: Fifty-six (56) working hours paid vacation.
  2. Completion of two (2) years of service: One-hundred twelve (112) working hours paid vacation.
  3. Completion of five (5) years of service: One-hundred thirty-six (136) working hours of paid vacation.
  4. Completion of eight (8) years of service: One-hundred fifty-two (152) working hours of paid vacation.

5. Completion of fifteen (15) years of service: One-hundred seventy-six (176) working hours of paid vacation.
  6. Employees who retain 75-100% of their sick time allocated between July 1<sup>st</sup> and June 30<sup>th</sup> of each school year will accumulate 1 Merit Day the following year. Employees who retain 50-74% of their sick time allocated between July 1<sup>st</sup> and June 30<sup>th</sup> of each school year will accumulate .5 Merit Day the following year. Merit Days will be treated the same as vacation days. Employees must be hired no later than the first day of the second semester to be eligible for Merit Days. Merit Days will be based on the amount of hours at the last job selection. Unused Merit Days will roll over into Vacation Days the following year.
- B. All year round employees shall be granted eight (8) vacation days per year, broken down into hours rounded off to the nearest tenth of an hour for fractions of an hour. For this provision a vacation day shall be interpreted to be the employee's normal hours of work per day.
1. Employees who retain 75-100% of their sick time allocated between July 1<sup>st</sup> and June 30<sup>th</sup> of each school year will accumulate 1 Merit Day the following year. Employees who retain 50-74% of their sick time allocated between July 1<sup>st</sup> and June 30<sup>th</sup> of each school year will accumulate .5 Merit Day the following year. Merit Days will be treated the same as vacation days. Employees must be hired no later than the first day of the second semester to be eligible for Merit Days. Merit Days will be based on the amount of hours at the last job selection. Unused Merit Days will roll over into Vacation Days the following year.
- C. All school term employees shall be granted two (2) vacation days per year, broken down into hours rounded off to the nearest tenth of an hour for fractions of an hour. For this provision a vacation day shall be interpreted to be the employee's normal hours of work per day.
1. Employees who retain 75-100% of their sick time allocated between July 1<sup>st</sup> and June 30<sup>th</sup> of each school year will accumulate 1 Merit Day the following year. Employees who retain 50-74% of their sick time allocated between July 1<sup>st</sup> and June 30<sup>th</sup> of each school year will accumulate .5 Merit Day the following year. Merit Days will be treated the same as vacation days. Employees must be hired no later than the first day of the second semester to be eligible for Merit Days. Merit Days will be based on the amount of hours at the last job selection. Unused Merit Days will roll over into Vacation Days the following year.
- D. To be eligible for vacation, an employee must have worked eight-five percent (85%) of his/her regularly scheduled working hours for the year ending on June 30. Extended illness or Worker's Compensation hours are not considered regularly scheduled working hours for computation purposes. For this provision "extended illness" shall be interpreted to be any period in excess of ten (10) work days of consecutive absence.

- E. Vacation time shall be computed monthly from the date of hire to the following July 1, for the first year of employment, then July 1 to June 30 each year so long as the individual remains in the employ of the District. Any employee may carry over up to fifteen (15) unused vacation days into the following fiscal year.
- F. Vacation time must be scheduled and approved by the District in order to assure proper scheduling. Requests for vacation time must be made, in writing, at least forty-eight (48) hours in advance of the requested vacation time. If the need for the vacation is of such an urgent nature that application in writing is not practical, verbal approval by the supervisor will be sufficient and the written request will be submitted by the employee upon return from vacation.
- G. Employees shall be permitted to choose either a split or continuous vacation.
- H. In the event that a conflict arises within a classification in the requested vacation periods, the employee who first applied for the vacation shall be granted vacation time. If the dates of application are identical, the employee with greatest seniority within the classification shall be granted the vacation time.
- I. Any employee with at least nine (9) months of employment with the District who quits or retires shall receive payment for his/her credited vacation days.
- J. Any employee with his/her probation completed, who dies while in the employ of the school district shall there upon have paid to his/her estate any accumulated pay for credited vacation days.
- K.
  - 1. All vacation time currently received by MESPA members will be recorded as vacation time earned /accumulated as of May 17, 2010.
  - 2. If a MESPA member makes a new job/position selection in accordance with the current Master Agreement a deduction/accumulation of vacation/sick time may occur to the member's accumulated total immediately.
    - a. If the member's vacation/sick accumulation total moves to a negative accumulation of time, the district will immediately reconcile the accumulation.
    - b. Once an accumulated sick/vacation time accumulation is at zero, it will remain at zero until the employee earns time the following school year or transfers to a position with a higher earning of vacation/sick time.
    - c. Employees that move from full-time/full-year status to school-term or year-round status, whether voluntary or involuntary, will earn a pro-rated portion of their vacation/sick time based on the number of days employed in the full-time/full-year position. The pro-rated days will be awarded at the beginning of the fiscal year following the year the time was earned. Employees would

also be granted vacation/sick time for the school-term or year-round position that would be prorated based on the number of days scheduled to work in the new assignment for the balance of the school year.

3. Full-time employees must complete their first year of employment before receiving their vacation time.
  - a. Employees that move from school-term or year-round status to full-time/full-year status, whether voluntary or involuntary, will earn vacation time use the following fiscal year according to the vacation schedule in Article XXIII, A.
4. Year-round and school-term employees will be granted their vacation/sick time on the day of their selection/employment.
5. It is the employee's responsibility to manage their vacation/sick leave account and any errors should be reported to the administration upon discovery.
6. If hired no later than the 1<sup>st</sup> day of the 2<sup>nd</sup> semester of the school year, then full-time employees will move to their 2<sup>nd</sup> year of service for computing vacation for the second step of vacation time earnings.

#### Article XXIV

### **PARAPROFESSIONALS**

- A. During extremely cold weather, when the wind chill factor drops to fifteen (15) degrees, Fahrenheit, or colder, the paraprofessionals will not be expected to perform playground duties, and when indoor supervision is required due to inclement weather, each paraprofessional will only be responsible for the supervision of the students in two (2) classrooms. In determining if there are to be outside activities on other inclement weather days, the principal or designee will use the Internet to determine the wind chill. It is expressly understood that the decision of the principal shall be final.
- B. The District and the instructional paraprofessionals shall form a committee in order to compose a handbook for the instructional paraprofessionals. Input into the development of this handbook will be welcomed from all those involved in the learning/teaching process. Membership on this committee is voluntary and no additional compensation will be granted. At the request of the Association or the District, an update meeting will take place annually.
- C. The District will provide aprons, smocks or other protective clothing where employees request or where necessary to the job (cafeteria, feeding special needs students, etc.).
- D. Paraprofessional positions will be chosen by seniority at a meeting on the fourth Wednesday in August. A description of job duties, including the assigned building, grade level, and subject when applicable, will be available a week prior to the job selection meeting. No

paraprofessional may switch positions during the school year except in the case of an open position (a vacancy, new position, or transfer of a paraprofessional).

The District will hold a meeting with all paraprofessionals as soon as possible after the posting requirements are met, but no later than fifteen (15) working days from close of posting period. All paraprofessionals shall be notified of this meeting in writing. Paraprofessionals will not receive any additional pay for attending this meeting after the start of the school year.

A paraprofessional wishing to be considered for a new position must be qualified for the position at the time that the position is open. A paraprofessional may give written notice of interest to the Administration for the purpose of determination of qualification and/or interview when an opening occurs.

#### Selection Process - Before School Starts - Annual Procedure

Top senior paraprofessional has first choice of position, then number two paraprofessional, and so on until all paraprofessionals have made their selection of positions by seniority.

#### Selection Process - After School Starts

Top seniority paraprofessional has first choice to taking open positions, then number two senior paraprofessional and so on until open position is filled. Whenever a paraprofessional on the seniority list picks the open position, that paraprofessional's position will be offered to the next lower seniority paraprofessional and so on until all changes are made.

- E. No paraprofessional shall suffer a decrease in wages due to an involuntary position change for the balance of the school year.
- F. No paraprofessional will lose time on conference days or professional development days. The District will find appropriate professional development. In no event will the paraprofessional in one work site be treated differently on conference or in-service days than in any other work site. An employee is not compelled to attend, but is strongly encouraged to participate in training that will make him/her a more productive employee. Employees will be compensated for these days at their regular rate of pay for the number of hours of the professional development. Employees who participate in this professional development will commit to participation in the full day of training. Employees shall not be allowed to use a compensated day of absence on these professional development days unless pre-approved by supervisor.
- G. The District will make an effort to equalize the ratio of outside paraprofessionals to students at the elementary buildings.
- H. A paraprofessional shall request, for good cause, an adult witness when performing a medical procedure of a personal nature.

## Article XXV

### **BUS DRIVERS AND BUS ATTENDANTS**

- A. Bus drivers will be notified as soon as the District is aware of any student passenger who suffers such serious illness or epilepsy, heart condition, or diabetes. Attempts will be made by the administration to arrange for alternate transportation to the home of students who shall become ill during the school day.
- B. A bus driver is responsible for supervising students on the bus. Drivers may suspend bus riding privileges subject to the provisions in Board Policy. Bus drivers will be requested to provide input for any proposed changes to Board Policy. Drivers will issue the initial suspension of the student and notify the transportation director of the suspension, including the reason for the suspension. The transportation director, working with the appropriate building principal, will determine the duration of the suspension and will notify the parents and the driver of the terms of the suspension.
- C. Bus drivers are responsible for the daily cleaning of their buses. Cleaning of the buses shall be considered to be a part of the driver's daily responsibilities.
- D. A driver with scheduled down time between a secondary run and an additional run (i.e., skill center, building trades, etc.) shall be paid a minimum of twenty-five (25) minutes paid down time per day. Safety check time will be built into the annual bus schedule.
- E. The following provisions will apply to field trips:
  - 1. Bus drivers will be paid their regular hourly rate of pay (Saturday trips at time and a half if over forty (40) hours for the week) for all field trips, spectator buses, etc., plus fifteen (15) minutes cleaning time at the regular rate. A driver is required to report fifteen (15) minutes prior to field trip departure time to perform safety check, to prepare their bus for the trip and arrive at the school, and will be paid at the regular hourly rate. Any trip with a duration of three (3) hours or less will be paid a regular hourly wage with no wait fee. For trips over three (3) hours, a wait fee of \$11.00 per hour will be paid to the driver from the time the bus is shut off at the trip's destination until the bus is turned on at the trip site to deliver students to another location or to return back to the bus garage on the trip.
  - 2. A driver on a field trip that interferes with their regular runs shall receive no less than their regular day's pay.
  - 3. Whenever possible, the Transportation Supervisor shall assist the assigned driver in preparing a map or a set of detailed instructions for future references to the same destination.
  - 4. Assignments of field trips shall be made according to seniority and rotated according to the amount of hours of each driver. Drivers who are eligible for a field trip and refuse to drive said trip will be charged the same number of hours as the driver who

drove the trip unless said trip is scheduled during the driver's paid vacation time. To be eligible for this waiver vacation time must be approved in writing by the Transportation Supervisor prior to the posting of the special trip.

5. Drivers taking field trips once the school year has begun will be charged a number of hours equal to the highest driver already on the list. This same condition shall apply to a driver who has been off the eligibility list for more than twenty (20) work days due to sickness or a leave of absence, etc.
6. The Transportation Supervisor will have field trip assignments posted on the work day prior to the date of the scheduled field trip, if known.
7. In the event that an assigned field trip is canceled, the driver of that trip shall be eligible for the next posted field trip, except for trips already posted and assigned for that same date. If an assigned driver shows at the bus garage without having been previously notified that the field trip has been canceled, he/she shall be paid two (2) hours at his/her regular hourly rate of pay.
8. A driver who is assigned to a field trip of two hundred fifty (250) miles round trip for a bus with a sixty (60) gallon tank or one hundred fifty miles (150) with a thirty (30) gallon tank, shall be provided with cash monies, before departure, which shall be subject to itemization by the employee, in order that the driver shall have such money as needed to purchase gasoline for the trip.
9. Chaperons will be provided for all field trips and spectator buses. Chaperons will be provided with a list of duties and will be responsible for student discipline.
10. The Board shall provide in advance of any special assignments, trips or schooling, an appropriate amount of money to cover lodging, gas, and toll fees. Advance draws and expenses will be accounted for in accordance with Board Policy. Any special assignment (field trips, sports trip, etc.) anticipated to have a duration of more than four (4) hours (6:00 a.m. until 4:30 p.m.) or three and a half hours (4:30 p.m. on) would be allowed up to \$10.00 for a meal allowance, paid by employee at the point of sale, which would be reimbursed by the District with an itemized receipt. Any trip lasting more than nine (9) hours would be allowed a second meal allowance. Any trip having more than thirteen hours would be allowed a third meal allowance. The shuttling of students from one building to another within the District will not be considered a special assignment.
11. Bus drivers preparing for field trips who feel their bus exterior needs washing may request cleaning time from the Transportation Supervisor who shall decide each request on a case-by-case basis.
12. Two (2) drivers shall be assigned to field/sport trips that exceed two hundred (200) miles one way where the miles are driven in one day.

13. If circumstances or instructions are changed after the assignment is made, the trip will be re-offered by rotation.
  14. Bi-weekly, all hours worked beyond regularly scheduled hours will be posted.
- F. Bus runs will be chosen by seniority. No driver may switch runs during the school year except in the case of an open position (a vacancy, new position, transfer of a driver or increasing or decreasing a run by thirty (30) minutes or more per day, for an expected minimum of six (6) weeks or more).

The district will hold a meeting with all drivers as soon as possible after the posting requirements are met, but no later than fifteen (15) working days from close of posting period. All drivers shall be notified of this meeting in writing. To be eligible for an open position attendance at the job selection meeting shall be mandatory. Drivers will not receive any additional pay for attending this meeting after the start of the school year.

#### Selection Process - Before School Starts

In the event there is a vacant run at the start of the school year, or an overall reorganization of bus routes has occurred, there will be a bid meeting before school starts. Top senior driver has first choice of runs, then number two driver, and so on until all drivers have made their selection of runs by seniority.

#### Selection Process - After School Starts

Four weeks after school starts and runs are known, there will be a bid meeting. Top senior driver has first choice of runs, then number two driver, and so on until all drivers have made their selection of runs by seniority. After runs have been selected, the following shall apply:

- a. Should a run be decreased by a total of thirty (30) minutes or more per day, for an expected minimum of six (6) weeks or more, after initial selection the affected attendant/driver may elect to invoke his/her bumping rights. Article XX, Section B, language will be followed.
- b. After initial selection any run that is increased by a total of thirty (30) minutes or more per day, for an expected minimum of six (6) weeks or more, will be posted. The affected attendant/driver may elect to invoke his/her bumping rights. Article XX, Section B, language will be followed.
- c. Any attendant/driver who is displaced because of a. or b. above may invoke their bumping rights.
- d. Top seniority driver has first choice of taking the vacant position, then number two senior driver and so on until the open position is filled. Whenever a driver on the seniority list picks the open run, the driver's run will be offered again to the top senior driver and so on until all changes are made.

- e. All resulting run selections will be done in one meeting.
  - f. All route times are subject to verification by the transportation supervisor.
- G. All bus routes shall be determined by the supervisor or his/her designee at the beginning of each semester. The supervisor shall assign hours to each route prior to the bidding of the runs by the driver in a good faith fashion.

The Union shall be able to appeal no more than 6 route times per semester (3 regular and 3 spec. ed.) and the appeal will only be considered if there is more than ½ hour discrepancy in the time associated with the run.

If an appeal is preferred by the union the employer shall use the supervisor to drive the run for the appeal person. An appeal may result in the time of the route being increased or decreased and will be determined by the supervisor.

No bus run shall be timed without the regular driver unless the driver is unable to drive the timing run due to illness or injury lasting more than three (3) days. Nothing in this Article shall be construed to prevent the Administration from re-timing runs at either its discretion, or at the request of the driver. When a driver requests the re-timing of his/her route, said re-timing will occur within ten (10) working days.

No bus driver and/or bus attendant will have his/her time cut after the initial setting of the time without the supervisor or his/her designated agent riding the said route.

- H. Bus drivers who experience mechanical breakdown during their runs will be paid for all time during the breakdown on an individual basis. If breakdown of a bus causes other buses to be late, the drivers of said other buses will be compensated accordingly.
- I. Bus drivers are responsible for acquiring a Commercial Driver's License (CDL) prior to being eligible for employment. Subsequent to the date of hire, a bus driver shall be reimbursed by the school district for renewal of his/her CDL.

NOTE: Drivers will be paid for training at their regular hourly rate per Article XV, A.

- J. There will be an authorized person available in the garage when buses are in use during normal operating hours.
- K. Annual sick leave and vacation will be based upon the driver's and attendant's regularly assigned hours after final route selection and/or after start of second semester.
- L. All drivers and bus attendants will be required to wear a jacket during working hours if the district furnishes one. Any driver that refuses to comply will reimburse the district the full cost of the jacket.

- M. No driver or attendant will lose time on conference days.
- N. Each driver will receive his/her regular daily rate as compensation for making route maps, except that compensation for making the noon run maps will be one hour of the regular hourly rate. Drivers who do not make their route maps may receive compensation by driving their routes prior to the first day of school.
- O. Bus drivers who feel their bus exterior needs washing may request cleaning time from the Transportation Supervisor who shall decide each request on a case-by-case basis.
- P. An employee reporting for an emergency call-in assignment (or unscheduled trip or run) without a twenty-four (24) hour notice except re-scheduled athletic events shall be paid one and one-half (1 1/2) times his/her hourly rate, and he/she is guaranteed two (2) hours pay at the same rate.
- Q. After drivers have reported for work, two (2) hours show up time will be paid if school is canceled. Show up time to be defined and determined by the employer. Additionally ten (10) minutes before the first afternoon run, will be paid time for bus drivers and attendants, to meet with district personnel. The major purpose is to discuss transportation related items. The ten (10) minutes will be scheduled and paid, for each student school day per year.
1. When school is to be canceled, those drivers with the earliest leave time from the bus compound will be the first to be called on the phone fan out.
  2. Drivers who leave home before 5:30 a.m. will not be eligible for the show up time when school is canceled.
- R. There will be two (2) bus washing classifications, excluding the summer bus washing. They are as follows:
1. Wash and Scrub - one (1) hour pay at the bus washer's regular hourly bus driver's pay rate. If two (2) people wash the same bus, they each get paid for one-half (1/2) hour worked.  
  
Duties: Soap and scrub exterior of bus; scrub wheels and all exterior windows; clean front step area.
  2. Rinse - eighteen (18) minutes pay at the bus washer's regular hourly bus driver rate prorated to eighteen (18) minutes (0.3 of an hour). If two (2) people rinse the same bus they each get paid for twelve (12) minutes worked (0.2 of an hour).  
  
Duties: Use pressure washer and rinse exterior of bus; soap and rinse back windows.

- S. It is understood that attendance will be a critical qualification for special education driver positions due to the nature of the children to be transported.
- T. Installation of cameras on school buses is for the purpose of helping to improve student behavior and consequently, student safety on district buses. The tapes made by these cameras are for the sole purpose of recording student behavior.

The driver(s) will not be responsible for the tape, or its quality, or its existence. The placement of the cameras on the buses will, also, not be the responsibility of the driver(s). However, the driver will be notified when the camera is placed on his/her bus.

The District will work with the driver to control the students, and understands that occasionally students misbehave. It may not represent a failure on the part of the driver or aide, but may be a reflection on the student(s). At the discretion of the District, training may be provided to a driver who indicates that additional training will be helpful.

If the driver(s) discovers any other problems with the system, the District agrees to meet with the union to discuss such problems.

The parties agree that the sole purpose of this installation is to make the school district's transportation safer and more pleasant for students and drivers.

- U. Each driver shall be allowed eighteen (18) minutes per day for the purpose of cleaning and fueling his or her bus. Some or all of such cleaning and fueling time may occur between a secondary run and an elementary run.

#### Article XXVI

#### **CUSTODIAL MAJOR JOB FUNCTION**

- A. The District shall provide substitute employees in this classification training on equipment and procedures used by the custodial staff to the extent possible.
- B. Custodians shall be paid 25 cents per hour more than their regular hourly wage for the hours worked between 12 Midnight and 5:00 a.m.
- C. All custodial positions will be posted annually. A meeting will be held prior to May 15 for the purpose of selecting positions for the following year. Positions will be selected on a seniority basis (the most senior selecting first, then next senior selecting second) until all positions have been filled. The job assignments will begin first (1<sup>st</sup>) day of summer schedule.
- D. Information relative to opportunities for "school term" employees to work in summer positions will be made know on or about May 15.

Article XXVII

**FOOD SERVICE**

- A. The District will provide aprons, smocks or other protective clothing where employees request or where necessary to the job.
- B. Food service employees will be required to wear appropriate clothing.
- C. On conference and Professional Development days, the food service people will not lose any pay. They may come in and work in the kitchens.
- D. Positions in the Food Service classification will be chosen annually by seniority, approximately two weeks before school begins.
- E. Upgrade one "Assistant Cook" to "Cook" in each satellite kitchen.
- F. Assignments of catering shall be made according to seniority and rotated according to the amount of hours of each food service employee. Food Service employees that are eligible for catering hours and refuse will be charged the same number of hours as the food service employee who accepted the catering, unless said catering is scheduled during the employee's paid vacation time. To be eligible for this waiver, vacation time must be approved in writing by the Food Service Manager prior to the posting of the catering job.
- G. The driver of the food service and mail delivery truck shall report to the Supervisor of Food Service and shall have a separate salary schedule. The bargaining unit member who currently holds the position as of June 18, 2001 shall be "grand-personed" in that position until such time as it is vacated.

Article XXVIII

**MAINTENANCE AND GROUNDS MAJOR JOB FUNCTION & MECHANIC**

- A. For building checks on Saturdays, Sundays, or holidays, a minimum of two and one-half (2 1/2) hours per day will be paid at the rates established in Article IX, paragraph E.
- B. The District agrees to provide laundered coveralls as needed to personnel in the following classifications: Mechanic, Custodial/Grounds/Maintenance with the exception of the Custodial employees.
- C. The District will provide rain suits (coat and pants) as needed for use by those employees who are required to work outdoors in inclement weather.
- D. The District will provide schedules for ball-field preparation and lawn mowing at the beginning of each respective season. Schedules developed are subject to change.

- E. The District agrees to reimburse each mechanic, maintenance or grounds employee, excluding temporary and summer jobs, up to one hundred fifty (\$150) dollars for one pair of appropriate shoes, boots, or work jacket every year. In order for mechanic or maintenance / grounds employee to receive reimbursement under this section, they must provide the Supervisor with an original receipt for the purchase within 45 days of purchase before payment will be made.
- F. The District will provide one (1) complete set of tools for the Mechanic, who shall be solely responsible and accountable for their use and care. These tools are for the sole use of this employee on the school premises and will not be loaned or taken off school premises for any purpose, unless needed to work on school equipment.
- G. The Mechanics are responsible for maintaining all school vehicles, test driving vehicles, must be licensed to drive buses in an emergency, and keep the garage area clean and orderly. Some phone responsibilities are necessary prior to the Transportation Supervisor/ Dispatcher's arrival and departure at the end of the day. In addition the Lead Mechanic is responsible for keeping the inventory current, ordering parts and fuel and keeping bus repair records.
- H. Any person in this classification who is called in "early" or for an "emergency" (e.g., weather, or mechanical problem) two and a half hours or more prior to the start of his/her shift shall be given a thirty (30) minute paid break.

#### Article XXIX

#### **WAGES and INSURANCE** **2013-2015**

- A. 2010-2011: 6.0% reduction from the 2009-10 schedule on all steps and categories; 2011-2012: 0% increase over the 2010-2011 schedule on all steps and categories; 2012-2013: 0% increase over the 2011-2012 schedule on all steps and categories; 2013-2014: 0% increase over the 2012-2013 schedule; 2014-2015: 0% increase over the 2013-2014 schedule.

This wage scale shall reflect steps for each of the first ten years of employment plus two-percent (2%) longevity beginning the fifteenth (15<sup>th</sup>) year of employment.

- B. For the purposes of advancement on the Salary Schedule, an employee hired into a new job classification after July 1, 2009, must begin their initial year of employment in that classification no later than the first day of the second semester to advance to Step Two of the salary schedule the next fiscal year. Salary Step changes will be made only at the beginning of a fiscal year.

Meridian Educational Support Personnel Association

2013-2015 Wage Schedule

*Factor: 6% reduction across the schedule=2010-2013*

	BUS DRIVER						BUS ATTENDANT		
	Regular			Kindergarten			2012-13	2013-14	2014-15
	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15			
YR 1	\$11.07	\$11.07	\$11.07	\$16.22	\$16.22	\$16.22	\$9.21	\$9.21	\$9.21
YR 2	\$11.73	\$11.73	\$11.73	\$16.72	\$16.72	\$16.72	\$9.77	\$9.77	\$9.77
YR 3	\$12.17	\$12.17	\$12.17	\$17.23	\$17.23	\$17.23	\$10.06	\$10.06	\$10.06
YR 4	\$12.53	\$12.53	\$12.53	\$17.76	\$17.76	\$17.76	\$10.37	\$10.37	\$10.37
YR 5	\$13.05	\$13.05	\$13.05	\$18.25	\$18.25	\$18.25	\$10.68	\$10.68	\$10.68
YR 6	\$13.55	\$13.55	\$13.55	\$18.76	\$18.76	\$18.76	\$10.98	\$10.98	\$10.98
YR 7	\$14.09	\$14.09	\$14.09	\$19.27	\$19.27	\$19.27	\$11.28	\$11.28	\$11.28
YR 8	\$14.60	\$14.60	\$14.60	\$19.79	\$19.79	\$19.79	\$11.59	\$11.59	\$11.59
YR 9	\$15.12	\$15.12	\$15.12	\$20.29	\$20.29	\$20.29	\$11.90	\$11.90	\$11.90
YR 10	\$15.67	\$15.67	\$15.67	\$20.80	\$20.80	\$20.80	\$12.19	\$12.19	\$12.19
YR 15+	\$15.98	\$15.98	\$15.98	\$21.22	\$21.22	\$21.22	\$12.43	\$12.43	\$12.43

	MECHANIC					
	Lead Mechanic			Mechanic		
	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15
YR 1	\$15.46	\$15.46	\$15.46	\$13.62	\$13.62	\$13.62
YR 2	\$15.94	\$15.94	\$15.94	\$14.05	\$14.05	\$14.05
YR 3	\$16.43	\$16.43	\$16.43	\$14.48	\$14.48	\$14.48
YR 4	\$16.93	\$16.93	\$16.93	\$14.91	\$14.91	\$14.91
YR 5	\$17.43	\$17.43	\$17.43	\$15.34	\$15.34	\$15.34
YR 6	\$17.91	\$17.91	\$17.91	\$15.76	\$15.76	\$15.76
YR 7	\$18.40	\$18.40	\$18.40	\$16.20	\$16.20	\$16.20
YR 8	\$18.89	\$18.89	\$18.89	\$16.62	\$16.62	\$16.62
YR 9	\$19.38	\$19.38	\$19.38	\$17.05	\$17.05	\$17.05
YR 10	\$19.82	\$19.82	\$19.82	\$17.47	\$17.47	\$17.47
YR 15+	\$20.22	\$20.22	\$20.22	\$17.82	\$17.82	\$17.82

	<b>CUSTODIAL / GROUNDS / MAINTENANCE</b>					
	MJF Custodian			MJF G/M		
	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15
YR 1	\$12.75	\$12.75	\$12.75	\$13.25	\$13.25	\$13.25
YR 2	\$13.15	\$13.15	\$13.15	\$13.66	\$13.66	\$13.66
YR 3	\$13.54	\$13.54	\$13.54	\$14.06	\$14.06	\$14.06
YR 4	\$13.93	\$13.93	\$13.93	\$14.47	\$14.47	\$14.47
YR 5	\$14.34	\$14.34	\$14.34	\$14.87	\$14.87	\$14.87
YR 6	\$14.73	\$14.73	\$14.73	\$15.29	\$15.29	\$15.29
YR 7	\$15.13	\$15.13	\$15.13	\$15.70	\$15.70	\$15.70
YR 8	\$15.53	\$15.53	\$15.53	\$16.11	\$16.11	\$16.11
YR 9	\$15.92	\$15.92	\$15.92	\$16.52	\$16.52	\$16.52
YR 10	\$16.34	\$16.34	\$16.34	\$16.87	\$16.87	\$16.87
YR 15+	\$16.67	\$16.67	\$16.67	\$17.21	\$17.21	\$17.21

	<b>PARAPROFESSIONAL</b>		
	2012-13	2013-14	2014-15
YR 1	\$9.14	\$9.14	\$9.14
YR 2	\$9.71	\$9.71	\$9.71
YR 3	\$10.02	\$10.02	\$10.02
YR 4	\$10.24	\$10.24	\$10.24
YR 5	\$10.45	\$10.45	\$10.45
YR 6	\$10.65	\$10.65	\$10.65
YR 7	\$11.33	\$11.33	\$11.33
YR 8	\$11.97	\$11.97	\$11.97
YR 9	\$12.63	\$12.63	\$12.63
YR 10	\$13.32	\$13.32	\$13.32
YR 15+	\$13.59	\$13.59	\$13.59

	FOOD SERVICE											
	Cook			Assistant Cook			Server			FS / Mail Driver		
	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15
YR 1	\$9.21	\$9.21	\$9.21	\$9.07	\$9.07	\$9.07	\$8.67	\$8.67	\$8.67	\$12.75	\$12.75	\$12.75
YR 2	\$9.65	\$9.65	\$9.65	\$9.53	\$9.53	\$9.53	\$9.12	\$9.12	\$9.12	\$13.15	\$13.15	\$13.15
YR 3	\$9.95	\$9.95	\$9.95	\$9.83	\$9.83	\$9.83	\$9.42	\$9.42	\$9.42	\$13.54	\$13.54	\$13.54
YR 4	\$10.27	\$10.27	\$10.27	\$10.12	\$10.12	\$10.12	\$9.69	\$9.69	\$9.69	\$13.93	\$13.93	\$13.93
YR 5	\$10.58	\$10.58	\$10.58	\$10.42	\$10.42	\$10.42	\$9.97	\$9.97	\$9.97	\$14.34	\$14.34	\$14.34
YR 6	\$10.87	\$10.87	\$10.87	\$10.71	\$10.71	\$10.71	\$10.27	\$10.27	\$10.27	\$14.73	\$14.73	\$14.73
YR 7	\$11.20	\$11.20	\$11.20	\$11.01	\$11.01	\$11.01	\$10.56	\$10.56	\$10.56	\$15.13	\$15.13	\$15.13
YR 8	\$11.49	\$11.49	\$11.49	\$11.31	\$11.31	\$11.31	\$10.83	\$10.83	\$10.83	\$15.53	\$15.53	\$15.53
YR 9	\$11.79	\$11.79	\$11.79	\$11.59	\$11.59	\$11.59	\$11.11	\$11.11	\$11.11	\$15.91	\$15.91	\$15.91
YR 10	\$12.08	\$12.08	\$12.08	\$11.90	\$11.90	\$11.90	\$11.40	\$11.40	\$11.40	\$16.34	\$16.34	\$16.34
YR 15+	\$12.32	\$12.32	\$12.32	\$12.14	\$12.14	\$12.14	\$11.63	\$11.63	\$11.63	\$16.67	\$16.67	\$16.67

C. The Board has based the above request for concessions on the projection that the State of Michigan will reduce the 2009-2010 per pupil foundation allowance of \$7,151 by \$268 per pupil for the 2010-2011 school year from the amount of the 2009-2010 per pupil foundation allowance. If at any time the State of Michigan restores the total per pupil foundation allowance, to bring it above 2009-2010 per pupil foundation allowance, the percentage of cost to the current 2009-2010 budget that the MESPA membership receives in compensation and benefits will be calculated to the total amount of extra per pupil foundation allowance money received by the District above the \$7,151 level, and MESPA will be given that money to determine how it will be distributed to the membership. Should the State School Aid Act be rewritten in such a way that it significantly impacts school funding (5% or more change), the Association and the District agree to discuss the formula and work out a solution.

i.e. If the per pupil foundation allowance comes in at \$7,351 and the 2009-2010 percentage of MESPA compensation and benefit were 20% of the budget, the difference between \$7,151 and \$7,351 would be \$200 times the number of district student FTE (blended count) times .20 to equal the amount given to the MESPA to distribute to the membership.

D. Temporary Summer Jobs - Painters, Grounds, Bus Washers, Mail Deliverer; will be posted for MESPA employees to select each spring as needed (See Appendix A Letter of Understanding 9/8/98 re: Temporary Summer Jobs). Job assignments will be based on seniority and previous experience in each position. These positions will be offered first to

any laid-off employee at their regular rate of pay. If the laid-off employee refuses the job, then the pay rates below shall be offered.

	<u>2013-2014</u>	<u>2014-2015</u>
1 <sup>st</sup> Step	\$8.40	\$8.40
2 <sup>nd</sup> Step	\$8.80	\$8.80

NOTE: Step equals 400 Hours.

Pay rates to increase equal to amount bargaining for other support personnel.

- E. The Board agrees to make available health insurance benefits including dental, vision, LTD, STD, and Life insurance at the district's group rate for all members choosing to purchase their own insurance coverage. The employee must meet eligibility conditions under the District's benefit plan. Members will be able to purchase these insurance options through a payroll deduction election on these benefits.
- F. All MESPA members will use Direct Deposit through payroll.

Article XXX

**DURATION OF AGREEMENT**

- A. This agreement shall remain in full force and effect until June 30, 2015. Either party may terminate this Agreement as of June 30, 2015 by giving written notice to the other party on or before March 1, 2015. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination is given on or before March 1 on any subsequent contract anniversary date.

In witness thereof, the parties have executed this Agreement by their duly authorized representatives the day and year first written above.

By: *Sue A. Labonville*  
President of the Board

By: *Walter H. Smith*  
President of the Union

V:\Administration\FinanceStaff\AGREEMENTS\MESPA\MESPA Agreement 2013-2015 Board Copy.doc

## APPENDIX A

The process of filling Temporary Summer Jobs in the Meridian Public Schools will be as follows:

1. The District will notify the President of MESPA by April 15<sup>th</sup> annually, in writing, how many summer employees in each job will be needed for the upcoming summer.
2. The District will contact all individuals employed the previous summer in temporary summer jobs, by mail, prior to April 30<sup>th</sup>, to determine which individuals plan to return for the upcoming summer. Deadline for response from the previous year's employees will be May 15<sup>th</sup>. If a reduction in staff for temporary summer jobs occurs, non-MESPA members wishing to return from the previous summer will be released before any returning MESPA member who has indicated a desire to return will be released.
3. Any individual who is not a MESPA member, and has been employed in a temporary summer job due to the failure of MESPA members to sign for posted vacancies, will be allowed to continue to fill that position until such time as they resign, they are not offered a position due to a reduction in the summer work force, or their work is deemed unacceptable by their supervisor.
4. Positions not filled by individuals returning from the previous year will be declared vacancies and will be posted for candidates to sign for. These positions will be filled with priority being given to MESPA members per master agreement language.
5. Article XXI, Section B of the master agreement shall apply to all temporary summer job employees covered under article XXIX, Section B.

MERIDIAN PUBLIC SCHOOLS AND MERIDIAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
Grievance Form - Appendix B

No. \_\_\_\_\_

NAME \_\_\_\_\_ DATE FILED \_\_\_\_\_

POSITION \_\_\_\_\_ IMMEDIATE SUPV. \_\_\_\_\_

Date of Alleged Violation \_\_\_\_\_

Alleged Contract Violation(s):

Article _____	Section _____	Page _____
Article _____	Section _____	Page _____
Article _____	Section _____	Page _____

Description of Alleged Violation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Employee(s) \_\_\_\_\_

M.E.S.P.A. Endorsement: Approved  Disapproved

Authorized M.E.S.P.A. Signature: \_\_\_\_\_

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**LEVEL ONE**

Date of Oral Discussion \_\_\_\_\_ Time \_\_\_\_\_ A.M. P.M.

Acknowledgement of Meeting by Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledgement of Meeting by Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL TWO**

Date Received \_\_\_\_\_ Time \_\_\_\_\_ A.M., P.M.

Superintendent's Decision (Be specific.):

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Signature of Superintendent: \_\_\_\_\_ Date \_\_\_\_\_

Receipt of Decision Acknowledged: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Grievant or Authorized MESPA Agent)

**LEVEL THREE**

Date Received \_\_\_\_\_ Time \_\_\_\_\_ A.M., P.M.

Board Decision (Be Specific.):

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Signature of Board President \_\_\_\_\_ Date \_\_\_\_\_

Receipt of Decision Acknowledged: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Grievant or Authorized MESPA Agent)

**Appendix C  
RECORD OF VERBAL WARNING**

**Employee Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reason for Warning:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Employee Response:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Signature of Employee**