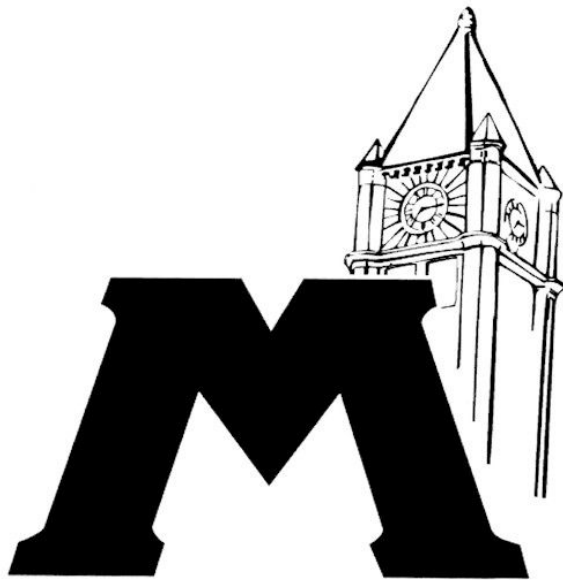


AGREEMENT
BETWEEN THE
MUSKEGON BOARD OF EDUCATION
AND THE
MUSKEGON CLERKS-CLASSROOM ASSISTANT
ASSOCIATION, MEA-NEA



July 1, 2010 -- June 30, 2012

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE I Recognition..... 1-2

Who’s represented

Who’s exempt

ARTICLE II Management Rights..... 2

ARTICLE III Probationary Period & Evaluation..... 3

ARTICLE IV Classification 3-5

Clerical

Classroom Assistant

Print Shop Manager/Bookstore Manager

ARTICLE V Compensation & Salary Schedules 5-10

ARTICLE VI Insurance..... 11-12

Health

Dental

Vision

Life

Options

ARTICLE VII Seniority..... 12-13

District Seniority

Group Seniority

ARTICLE VIII Layoff & Recall 13-15

Layoff Procedure

Recall procedure

ARTICLE IX Vacancies, Promotions, & Changes of Assignment 15-16

Definitions of vacancy

Filling of vacancies

Promotions

Summer notification

Bargaining units

ARTICLE X Substitute Employees 17

When substitute is obtained

Benefits

Seniority

ARTICLE XI Employee Rights 17-18

ARTICLE XII Association Rights 18

ARTICLE XIII Working Hours & Conditions 18-20

Full-time employees

Part-time employees

Vacation period

Breaks

Overtime

TABLE OF CONTENTS

ARTICLE XIV	Vacations.....	21-22
	Clerks, Classroom Assistants	
	Fifty-two week employees	
	Schedules	
	Pro-ration	
ARTICLE XV	Holidays.....	22-23
	Designated Days	
ARTICLE XVI	Sick Leave	23-24
	Definition of terms	
	Personal illness	
	Accumulation of sick leave	
	Illness in Immediate Family	
ARTICLE XVII	Other Leaves	24-27
	Bereavement	
	Jury Service	
	Selective Service	
	Personal leave days	
	Parental and Maternity leaves	
	Military leaves	
	Elected public office	
	Association Leave	
	Furthering education	
	Returning from leave	
ARTICLE XVIII	Injury to Employees	27
	Worker's Compensation Act	
	Reporting of injury	
ARTICLE XIX	Absence of Employees.....	27
ARTICLE XX	Payroll Procedures	27-28
	Pay periods	
	Payroll withholding	
ARTICLE XXI	Probation, Dismissal, or Changes in Classification Procedure	28
ARTICLE XXII	Resolutions of Concerns	29
ARTICLE XXIII	Grievance Procedures	29-30
ARTICLE XXIV	Notice to Employees.....	30
ARTICLE XXV	Miscellaneous.....	31
ARTICLE XXVI	School Closing.....	31
ARTICLE XXVII	In-Service Training.....	31-32
ARTICLE XXVIII	Duration of Agreement	32
APPENDIX I	Classifications.....	32-33
APPENDIX II	Employee Evaluation System	34-41

AGREEMENT BETWEEN CLERICAL-CLASSROOM ASSISTANT ASSOCIATION
AND THE MUSKEGON BOARD OF EDUCATION

Preamble

This Agreement is entered into by and between the Board of Education of the Public Schools of the City of Muskegon, Muskegon County, Michigan, hereinafter called the "Board", and the Michigan Education Association (MEA) and its local affiliate the Clerical-Classroom Assistant Association of the Muskegon Public Schools, hereinafter called the "Association".

WHEREAS, the Board has a statutory obligation to bargain with the Association with respect to hours, wages, terms and conditions of employment, and;

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement.

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I
Recognition

- 1.1 The Board recognizes the Association as the sole and exclusive bargaining representative for all full and part-time secretaries, classroom assistants, clerks, bookkeepers, switchboard operators and receptionists, print shop manager, and bookstore manager, but excluding the executive secretaries to the Superintendent, Assistant Superintendents, the Accountant, Head Payroll Clerk, and all other employees.
- 1.2 The term "employee", when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit defined above.
- 1.3 Any bargaining unit member shall make application for membership in the Association or authorize a service fee to the Association equal to the amount of dues uniformly required of members of the Association including local, state and national dues. The employee may remit the entire sum of annual dues, or service fees, to the Association or pursuant to proper authorization, the Board shall deduct as dues, or service fees, from the regular wages of all such employees according to procedures established in Article XX. The Association shall deliver to the Board within thirty (30) days from the date of commencement of duties or the ratification date of this Agreement, whichever is later, proper dues assignments, or service fee assignments, signed by the employee. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year.
- 1.4 The following employees shall be exempted from the provisions of Section 1.3:
 - A. Any employee, employed prior to July 1, 1983, and on active employment status as of the ratification of this Agreement.
 - B. Any employee, employed prior to July 1, 1983, on layoff status as of the ratification of the 1983-86 Agreement, and subsequently recalled to active employment.
 - C. Any employee, employed prior to July 1, 1983, on Board granted leave status as of the ratification of the 1983-86 Agreement, and subsequently returns to active employment.

Any such exempted employee shall have the option of joining the Association, paying a service fee to the Association, or in lieu of the aforementioned, shall make a contribution equal to the dues of the Association to a bona fide, tax-exempt charitable organization of the employee's choosing. Such contributions shall be made in full through the Association no later than thirty (30) days from the ratification of this Agreement, or no later than October 15 in subsequent years. If said employee authorizes payroll deduction, the deducted monies shall be retained by the Association until the contribution is paid in full, at which time the Association shall forward the money in the employee's name to the designated charitable organization. It is expressly understood that contributions to a charitable organization under this Section do not entitle the employee to any Association membership benefits. However, said employee is a member of the bargaining unit and entitled to all benefits of this Agreement.

- 1.5 In the event that the bargaining unit member shall not pay the aforementioned Service Fee, or charitable contribution, directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Service Fee, or charitable contribution from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- 1.6 Pursuant to Abood v. Detroit Federation of Teachers, 431 US 209 (1977), the Union, established a procedure set forth in the "Policy Regarding Objectives to Political-Ideological Expenditures." If any bargaining unit member paying service fees hereunder objects to the expenditure by the Union, (including MEA or NEA) of any funds collected from him/her pursuant to provision 11.1.1 above, such bargaining unit member may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the bargaining unit member of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

ARTICLE II Management Rights

- 2.1 It is recognized by the Association that the controlling factor throughout all relationships of the Board and the Association is contained in the words "working for the welfare and the good of all individuals in the school district."

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

- A. To the executive management and administrative control of the school system and its properties and facilities, and for such purposes, the appointment of executive, administrative and supervisory personnel and the delegation of their respective duties.
 - B. To hire all employees 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 and transfer all such employees.
 - C. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
 - D. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of staff with respect thereto, the terms and conditions of employment.
- 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

ARTICLE III
Probationary Period and Evaluation

- 3.1 Upon initial employment, each employee in a bargaining unit position shall be placed on probation for a period of fifty (50) working days. If, at the end of this period, his/her work is satisfactory, he/she shall be considered to be a regular employee and seniority shall date from the first date of work.
- 3.2 All employees will be formally evaluated at least once every three years and within ninety (90) working days of a change in classification according to criteria which has been developed jointly by the Association and the Board (see Appendix II).

The evaluation process shall include the right of an optional self-evaluation by the employee. In the case of Classroom Assistants, the evaluation shall include input from the supervising teacher. All evaluations shall be the responsibility of and signed by the immediate administrative supervisor.

All employees shall be previously advised of the criteria to be used in their evaluations.

ARTICLE IV
Classifications

- 4.1 Clerical Classifications – See Appendix I for positions in each of these classifications.

Clerk A

General clerical work, which does not require advanced training and schooling. Must be able to type a minimum of forty-five (45) net words per minute with no more than eight (8) errors. Must use common office procedures.

Clerk B

General clerical work similar to "A" but at a higher level. Must be able to type at a minimum of fifty (50) net words per minute with no more than five (5) errors, pass Data Entry I, and be able to use correct grammatical construction, punctuation, and spelling.

Clerk C

Secretary or specialized type of clerical service requiring a higher level of responsibility than Clerk B and/or technical knowledge for a specific job. Must be able to type at a minimum of fifty-five (55) net words per minute with no more than five (5) errors.* In addition to the above, the employee must pass Data Entry II and, for certain positions, have skills in basic bookkeeping, accounting and management of accounts,

Clerk D

The duties of these positions are essentially similar to those outlined for lower classified secretarial/clerical positions, differing in terms of scope of activity, discretion, responsibility, and utilization of independent judgment. These positions will require advanced computer skills and Data Entry III, and may require knowledge of numeric filing and transcription.

Clerk D-1

The duties of these positions are essentially similar to those outlined for Clerk D and additionally require relevant college course work, bookkeeping and accounting experience, and a good working knowledge of spreadsheets.

Print Shop Manager

The responsibilities of the Print Shop Manager are as follows: the Print Shop Manager shall have a working knowledge of and be able to operate print shop equipment, shall order supplies and materials for the print shop and provide for a wide range of printing services.

Bookstore Manager - High School

The responsibilities of the Bookstore Manager include: operating the high school bookstore, ordering and inventorying supplies and textbooks, maintaining internal accounts and other related duties.

*Some "C" and "D" positions may not require this level of typing or data base applications; however, the positions may require technical skills which will appear on the job posting.

4.2 Classroom Assistant Classifications – See Appendix I for positions in each of these classifications.

Classroom Assistant "A"

General work involving assisting the classroom teacher in filing and checking papers, assisting students with assigned work, performing other classroom related tasks as required by the teacher.

Classroom Assistant "B"

In addition to duties defined in "A" classification, the ability to work with compensatory and/or special education students, (except those listed in "C"). May include toileting and/or handling of special instructional interventions for children with special physical, learning, behavioral problems.

Classroom Assistant "C"

In addition to duties described in "A" and "B", special skills in behavior management, signing and/or braille are required. A general ability to work with severely impaired students is required.

4.3 A standing committee of three (3) Association members (appointed by the Association Executive Board), and three (3) members of the Administration will review re-classification requests on an annual basis. Criteria for classification upgrading is as follows:

General Criteria for setting classification shall consist of:

1. Responsibility
2. Skill Level Requirements

Specific Criteria:

1. Responsibility will include such things as:
 - a. Degree or level of decision-making
 - (1) Independence
 - (2) Problem solving
 - b. Authority
 - (1) Monitoring
 - (2) Organizing or initiating work
2. Skill Level Requirements include, but are not limited to such skills as listed in the contract in Article III - Classifications
 - A. The committee shall meet and conduct reclassification hearings no later than May 30.
 - B. Request for reclassification from either an employee or from the administration is to be sent to both Human Resources and the Association president by March 30th of each year. The request can include written documentation and/or statements from the employee's supervisor.
 - C. At the reclassification hearing, the person making the request shall meet with the committee to explain the request. If the employee's supervisor has made a written statement supportive of the request, his/her statement will address the changes as they pertain to the criteria.
 - D. At the conclusion of the hearing, the committee will deliberate and make its determination.
 - E. Reclassification will be effective on July 1 following the reclassification.

- 4.4 Specific job descriptions shall be established by the Board. Prior to publication the Association shall be given the opportunity to review and comment. Copies shall be on file in the Human Resources Office. A copy of the current complete job description shall be attached to each position posted under the provisions of Article IX, 9.2.

ARTICLE V
Compensation

- 5.1 The following salary schedule is based on fifty-two (52) weeks employment. The schedule salary paid shall be computed as follows:

- A. Employee's hourly rates found in the salary schedule.
B. Employee's yearly salary to be computed as follows:

(Number of days worked per year including granted holidays plus number of vacation days) times (hours worked per day) times (hourly rates)

- 5.2 Print Shop/Bookstore - salary schedule for Print Shop Manager/Bookstore Manager equivalent to Class D clerk.

5.3 Longevity

Longevity pay, recognized for service to the District, is approved for all employees and is payable on the anniversary date of employment after completion of the years of service as follows:

	<u>2010/2011</u>	<u>2011/2012</u>
After 34 or more years of service	4242	4242
After 29 years of service	3396	3396
After 24 years of service	2547	2547
After 19 years of service	1695	1695
After 13 years of service	852	852

Longevity begins following the 13th Anniversary year.

There will be no adjustment to the longevity schedule for the duration of the contract.

2010-2011

The salary schedule for 2010-2011 school year shall not be changed over the 2009-2010 salary schedule.

2011-2012

The salary schedule for the 2011-2012 school year shall not be changed over the 2010-2011 salary schedule.

Effective August 1, 2011 every employee shall receive a \$300 lump sum payment.

If the student count is the same or higher during the 2011-2012 school year as the 2010-2011 school year, every member shall receive a \$200 lump sum payment.

Each employee who qualifies for longevity shall receive the full longevity amount, except that any employee who separates from the District prior to reaching his/her anniversary date shall receive a pro-rata longevity payment. Longevity pay is to be paid on the first full pay period in the month of the anniversary date of employment.

Any employee who is compensated for at least (1020) one thousand twenty hours per anniversary year shall be credited with one (1) year of service. Employees who are compensated for more than five hundred & ten (510) hours, but less than one thousand twenty (1020) hours per anniversary year shall be credited with one half (1/2) year of service.

5.4 Wage Steps

Any employee who is compensated for at least one thousand twenty (1020) hours per fiscal year (July 1 - June 30) shall be entitled to one (1) step on the salary schedule on July 1 of the subsequent fiscal year. Any

employee who is compensated for more than 510 hours but less than 1020 hours per fiscal year shall be entitled to one - half (1/2) step. For the 2011-2012 school year, employees shall not advance any steps on the salary schedule.

- 5.5 No new employee shall be allowed more than five (5) years experience credit for work outside the District.
- 5.6 Elementary clerks working in buildings with principals who are scheduled in the buildings half time or less shall receive an additional stipend of 5% of the base rate in their classification. Effective July 1, 2006, Elementary Clerks shall be reclassified from a C to a D. Placement on the D compensation schedule shall be at the lowest step that provides an increase to those affected. This adjustment shall not affect the longevity step or signing bonus.
- 5.7 No group of classroom assistants or clerks shall have their work year reduced from the 1982-83 level without prior written notification to the Association.
- 5.8 Clerical Wage Schedules and Classroom Assistant Wage Schedules are listed on the following pages.

CLERKS 2010-2011 SALARY SCHEDULE

STEPS	A	B	C	D			
1	9.32	9.77	10.62	11.45			
1.5	9.51	9.92	10.84	11.74			
2	9.71	10.05	11.08	12.00			
2.5	9.93	10.38	11.33	12.29			
3	10.14	10.69	11.55	12.58			
3.5	10.38	10.92	11.84	12.86			
4	10.61	11.19	12.10	13.15			
4.5	10.84	11.41	12.37	13.43			
5	11.09	11.63	12.63	13.69			
5.5	11.33	11.93	12.92	13.98			
6	11.55	12.19	13.22	14.24			
6.5	11.80	12.45	13.51	14.51			
7	12.00	12.72	13.79	14.77			
7.5	12.30	13.05	14.11	15.13			
8	12.58	13.42	14.43	15.49			
8.5	12.86	13.74	14.77	15.82			
9	13.15	14.08	15.10	16.14			
9.5	13.44	14.44	15.48	16.44			
10	13.71	14.82	15.84	16.75			
10.5	14.04	15.14	16.18	17.09			
11	14.34	15.49	16.49	17.44			
11.5	14.59	15.82	16.81	17.80			
12	14.84	16.14	17.15	18.16			
LONGEVITY AFTER 34 YEARS					4242		
LONGEVITY AFTER 29 YEARS					3396		
LONGEVITY AFTER 24 YEARS					2547		
LONGEVITY AFTER 19 YEARS					1695		
LONGEVITY AFTER 13 YEARS					852		

CLERKS 2011-2012 SALARY SCHEDULE							
STEPS	A	B	C	D			
1	9.32	9.77	10.62	11.45			
1.5	9.51	9.92	10.84	11.74			
2	9.71	10.05	11.08	12.00			
2.5	9.93	10.38	11.33	12.29			
3	10.14	10.69	11.55	12.58			
3.5	10.38	10.92	11.84	12.86			
4	10.61	11.19	12.10	13.15			
4.5	10.84	11.41	12.37	13.43			
5	11.09	11.63	12.63	13.69			
5.5	11.33	11.93	12.92	13.98			
6	11.55	12.19	13.22	14.24			
6.5	11.80	12.45	13.51	14.51			
7	12.00	12.72	13.79	14.77			
7.5	12.30	13.05	14.11	15.13			
8	12.58	13.42	14.43	15.49			
8.5	12.86	13.74	14.77	15.82			
9	13.15	14.08	15.10	16.14			
9.5	13.44	14.44	15.48	16.44			
10	13.71	14.82	15.84	16.75			
10.5	14.04	15.14	16.18	17.09			
11	14.34	15.49	16.49	17.44			
11.5	14.59	15.82	16.81	17.80			
12	14.84	16.14	17.15	18.16			
LONGEVITY AFTER 34 YEARS					4242		
LONGEVITY AFTER 29 YEARS					3396		
LONGEVITY AFTER 24 YEARS					2547		
LONGEVITY AFTER 19 YEARS					1695		
LONGEVITY AFTER 13 YEARS					852		

CLASSROOM ASST. 2010/2011 SALARY SCHEDULE							
STEPS	A	B	C				
1	9.27	9.75	10.12				

CLASSROOM ASST. 2011/2012 SALARY SCHEDULE

STEPS	A	B	C			
1	9.37	9.75	10.13			
1.5	9.56	9.95	10.38			
2	9.75	10.13	10.62			
2.5	9.95	10.38	10.89			
3	10.13	10.62	11.15			
3.5	10.38	10.89	11.37			
4	10.62	11.15	11.59			
4.5	10.89	11.38	11.86			
5	11.15	11.61	12.14			
5.5	11.38	11.87	12.39			

ARTICLE VI
Insurance

6.1 Effective July 1, 2010 through July 31, 2011, the Board will provide 98% of the PAK rate premium cost with the Employee contributing 2% of the PAK rate premium cost, health portion only. In addition the Employee will contribute 100% of the cost of the negotiated LTD program.

A. Plan A shall consist of:

- MESSA Care Choices II – with XVA2, AI
- 5/10 RX co-pay
- MESSA Delta Dental Plan E007 80/80/80
- MESSA Vision Plan VSP-2
- MESSA Negotiated Life at \$30,000 with AD&D
- MESSA LTD

Plan C shall consist of:

- Negotiated Life at \$30,000 with AD&D
- MESSA Dental Plan E007 80/80/80
- MESSA Vision Plan VSP-2
- MESSA LTD

Those selecting Plan C shall also be eligible for options in a dollar amount up to the MESSA Care Choices II single-subscriber premium, less the amount of the LTD premium. Option may include any available non-taxable plan approved by the Board, such as survivor income insurance, dependent life insurance, short-term disability insurance, tax sheltered annuities, or any combination of available options.

6.2 Effective August 1, 2011 through June 30, 2012 the Board will provide 90% of the PAK rate premium cost with the Employee contributing 10% of the PAK rate premium cost, health portion only. In addition the Employee will contribute 100% of the cost of the negotiated LTD program.

A. Plan A shall consist of:

- MESSA Care Choices II – with XVA2, AI
- 200/400 deductible
- \$10 Office Visit Co-pay
- Saver Rx
- MESSA Delta Dental Plan E007 80/80/80
- MESSA Vision Plan VSP-2
- MESSA Negotiated Life at \$30,000 with AD&D
- MESSA LTD

Plan C shall consist of:

- Negotiated Life at \$30,000 with AD&D
- MESSA Dental Plan E007 80/80/80
- MESSA Vision Plan VSP-2
- MESSA LTD

Those selecting Plan C shall also be eligible for options in a dollar amount up to the MESSA Care Choices II single-subscriber premium, less the amount of the LTD premium. Option may include any available non-taxable plan approved by the Board, such as survivor income insurance, dependent life insurance, short-term disability insurance, tax sheltered annuities, or any combination of available options

B. Employees working less than full time shall receive benefits as defined below.

C. Effective July 1, 2012, the provisions of this article shall apply until such time as a successor agreement is ratified.

6.3 The obligation of the Board to provide insurance or options to any employee shall terminate with the month in

which the employee' services are terminated if the employee breaks the agreed upon employment relationship.

If the termination occurs at the end of the agreed upon employment relationship or the employee is terminated because of layoff, the employee shall receive a pro-rata portion of the twelve (12) month insurance year earned at the time of termination.

The insurance provided shall terminate with respect to any employee who ceases to be on the active employment rolls of the Board, except that individual cases may be subject to review by representatives of the Association and the Board.

- 6.4 Full-time employees, for the purposes of the Agreement, will be defined as all persons who are employed by the school district for thirty (30) or more hours per week. Such employees qualify for full benefits. Employees who do not qualify for full-time benefits, but who are employed seventeen and a half (17.5) hours or more per week, shall be entitled to one-half of the dollar amount of the premiums for the benefits provided. Employees hired after January 30, 2006 who do not qualify for the full time benefits, but who are employed twenty (20) hours or more per week shall be entitled to one-half (1/2) of the dollar amount of the premiums for the benefits provided.

ARTICLE VII Seniority

- 7.1 Each employee shall accumulate and retain two (2) types of seniority. They are:
- A. District Seniority which is defined as the length of service of an employee with the District; and
 - B. Group Seniority, which shall be defined as the length of service of an employee as a clerical employee or a classroom assistant. There shall be two group seniority lists, one called Group Seniority - Clerks, and one called Group Seniority - Classroom Assistants. An employee who moves from one group to another shall retain his/her seniority in the original group and start to accumulate seniority for the new group.
- 7.2 Seniority will begin to accrue as of the first day of actual service in the district. Each employee that works his/her position's full contract year, no matter how many hours worked per day, shall be credited with one (1) year seniority credit. Employees who are hired during the year shall receive pro-rata seniority credit for that year. To be eligible for a full year seniority credit the contract year must call for a minimum of 150 days.
- 7.3 Seniority credit for time off the job shall be formulated follows:
- Paid Leave (sick days, holidays, vacation, etc.) - seniority shall accrue.
- Unpaid Leave due to Medical Disability or Military Leave -seniority shall accrue.
- Other Unpaid Leave - seniority shall not accrue, however, such time shall not be considered a break in service. Seniority shall be frozen at the seniority level held at the time of the layoff.
- Layoff - seniority shall not accrue, however, such time shall not be considered a break in service. Seniority shall be frozen at the seniority level held at the time of the leave.
- Out of Bargaining Unit – Seniority for members leaving the bargaining unit for another position within the district shall be frozen for up to two (2) years. If returning to the bargaining unit to a vacant position within two (2) years, the employee will be placed on the seniority list at the level held at the time they left. If returning to the bargaining unit to a vacant position beyond two (2) years, the employee will be placed at the bottom of the seniority list as if new to the bargaining unit.
- Any break in service, exclusive of approved leaves, from Muskegon Public Schools will nullify any seniority rights with the district and with the association.
- 7.4 When more than one employee has the same first day of actual service seniority ranking shall be determined by drawing numbers in the Human Resources Office with a Clerical-Classroom Assistant Association representative in attendance. The person drawing the number one (1) shall be the most senior among the tied employees, and so on, through the numbers.
- 7.5 All new employees shall, for the first fifty (50) working days of their employment be considered probationary

employees. If retained after the fifty (50) working day probationary period, such employees shall be placed on the appropriate seniority list with seniority credited to the first day of actual service in the district.

- 7.6 No employee shall earn more than one year of seniority in one fiscal year.
- 7.7 The Board shall prepare and maintain, subject to examination and verification by the Association, the aforementioned seniority lists. Copies of such lists shall be provided to the Association each October 1st.
- 7.8 The president's and the grievance chairperson's seniority as defined in District Seniority and group Seniority (Article VII, 7.1, A. and B.) shall remain unchanged during their terms of office, however, for the purposes of layoff, reduction and/or displacement (as defined in Article VII), the president and the grievance chairperson shall be considered the most senior employees within the bargaining unit and shall be the last employees in their seniority group impacted by any layoffs, reductions and/or displacements. This "super seniority" for the president and the grievance chairperson shall not apply to any other seniority provision of the Master Agreement.

ARTICLE VIII
Layoff and Recall

- 8.1 All layoffs and recalls shall be based on group seniority.
- 8.2 The Association shall immediately be notified by the Board when the specific position(s) to be eliminated or reduced have been identified. Such notification shall include the reasons for the action and, if known, the time schedule for implementation. Each employee being affected by the layoff or reduction shall be notified by the Board in writing within forty-eight (48) hours of the notification to the Association, and if possible, five (5) weeks notice, but no less than two (2) weeks prior to the implementation of the layoff or reduction. In no instance shall the individual employee be notified of a layoff prior to notification to the Association.
- 8.3 When layoffs or reductions are required during the school year for Classroom Assistants or for Clerks at any time, the following procedure(s) shall be used:
 - A. Positions vacant, due to retirement or resignation, and not scheduled for elimination plus all newly established positions shall be posted and filled first.
 - B. Next, employees in specific positions to be eliminated or reduced shall be considered "displaced".
- 8.4 Displaced employees starting with "D" classification clerks and the "C" classification classroom assistants, shall in seniority order select positions by the following procedure:
 - A. The employee shall first take any available vacancy for which he/she is qualified within his/her wage classification and seniority group, or if not available:
 - B. The employee shall have the option of:
 - 1. displacing the least senior employee in his/her wage classification and seniority group. If any testing is necessary it shall be directly related to the responsibilities of the position. The Board shall notify the Association if any additional testing is required prior to administering such tests.
 - 2. taking a vacancy in a lower wage classification in the same seniority group,
 - 3. if no vacancy exists in a lower wage classification, may displace least senior employee in a lower wage classification in same seniority group provided that the least senior employee in the lower wage classification has less seniority than the least senior employee in the displaced employee's wage classification, or
 - 4. the employee may accept the elimination as a layoff providing there are no vacancies.
 - 5. The employee must meet the qualifications of the position to be taken.
 - C. A classroom assistant displaced, under the provisions of 8.3 and 8.4, during the year may exercise his/her seniority, for the purpose of section 8.5, in either his/her previous program or his/her new program assignment. He/she shall notify the administration by May 1 of which program has been selected.

- D. Any employee unassigned after the implementation of the above procedures shall be notified of layoff.
 - E. An employee scheduled to work fewer than thirty (30) hours per week at the time of layoff or reduction, may not displace an employee scheduled to work thirty (30) or more hours per week.
- 8.5 When layoffs or reductions among classroom assistants are required for the next school year, the following procedure(s) shall be used:
- A. Positions vacant, due to retirement or resignation, and not scheduled for elimination plus all newly established positions and all positions that will be maintained from the current year shall be identified.
 - B. Next, classroom assistants shall be assigned a specific position within their current program assignment. Programs are defined as follows:
 - Emotionally Impaired and Health Care Assistant/Emotionally Impaired
 - Hearing Impaired and Health Care Assistant/Hearing Impaired
 - Autistic & Health Care Assistant/Autistic
 - Health Care Assistant/Physically and Otherwise Health Impaired (PI, OHI)
 - Early Childhood - ECDD
 - Pre-Kindergarten – Pre-K (CDA is required)
 - General Education, Locker room
 - Health Care Assistant/Visually Impaired
 - Specific Learning Disabled Classroom Assistant – LD
 - Severely Multiply Impaired- SXI
 - Cognitively Impaired, mild, moderate, or severe – CI
 - Traumatic Brain Injury – TBI
 - Severe Language Impairment – SLI
- In the case of insufficient positions within a program, the least senior classroom assistant will not receive an assignment within their program and shall be considered "displaced". All classroom assistants shall be notified of their assignment or displaced status by the third Monday in May.
- C. All classroom assistants shall be notified by the third Wednesday of May of the job selection meeting which shall be held no earlier than June 1 nor later than June 10. The notification shall include a listing of all positions that will be available for selection at the meeting. These dates shall not be changed except by mutual agreement between the Association and the Administration.
 - D. Displaced classroom assistants shall attend the job selection meeting. All other classroom assistants have the right to attend the meeting and all non-displaced classroom assistants shall notify the administration of their intent to attend by filing a "Change of Assignment" form by five (5) workdays prior to the job selection meeting.
 - E. At the job selection meeting, employees shall select a position based on the following criteria:
 1. All employees shall make job selections by wage classification and in the order of seniority. Most senior employees shall select first.
 2. If an employee who has a position for the next school year selects a different position, the original position shall be placed on the selection list and employees may select that position by wage classification and seniority order.
 3. All selections will be tentative. Following the job selection meeting, officials of the Association and the Administration shall meet to review selections to assure that no selection excluded an employee being placed in a position. This meeting shall take place within three (3) workdays of the general meeting. Placements shall be finalized at this meeting and employees will be notified within three (3) workdays of their official placement.
 - F. Vacancies which occur after the job selection meeting shall be filled according to the provisions of Article IX.
- 8.6 Notice of recall will be made by telephone whenever possible and simultaneously by certified mail to the last

address given to the Board by the employee. The employee shall be encouraged to respond in writing to the telephone call within forty-eight (48) hours. The employee shall respond in writing to the notice of recall within forty-eight (48) hours of the date the employee receives the certified letter.

If the employee fails to respond within forty-eight (48) hours from the receipt of the notice of recall, the employee will be deemed to have refused the position offered and will be removed from the recall list and terminated. Acceptance of a position that offers less time than the employee had at the time of layoff will not affect the employee's later recall rights to a position equivalent in time to the position held by the employee at the time of layoff except as modified by requirements in classification article.

If the employee responds within the forty-eight (48) hour period mentioned above and refuses a position, which offers less time per day or is in a lower wage classification than the employee had at the time of layoff, the employee's later recall rights shall not be affected.

- 8.7 In recalling employees from layoff, no employee will be terminated, lose recall rights or seniority, if the employee is at the time of recall working for another school district and the person provides the Assistant Superintendent of Human Resources a statement in writing indicating a desire to be left on the recall list. Rights of recall shall cease after ten (10) months from the date of initial recall in this instance or refusal of a second recall.
- 8.8 If an employee refuses a vacancy in a circumstance other than outlined in 8.7 above, the employee will be removed from the recall list and terminated. An employee who is ill can accept a recall even if unable at that point in time to return to work.

ARTICLE IX
Vacancies, Promotions and Changes of Assignments

- 9.1 A vacancy shall be defined as any new position or any position that is vacated, which the Board intends to fill with a permanent employee.
- 9.2 When a vacancy exists in any position in the bargaining unit, all employees shall be notified by a job posting sent to each building. Job posting will include job title, classification, program and/or building assignment, hours of work, length of work year and qualifications. A copy of the current, complete job description as defined in Article 4.4 shall be attached to each posting. All bids must be submitted to the Human Resources Office in writing.

Postings shall be mailed to all buildings on Friday with the effective date of the posting the following Monday. No vacancy may be filled permanently from outside the bargaining unit until it has been posted for a minimum of five (5) working days and no bids are received from within the bargaining unit in accordance with the provisions of 9.3.

- 9.3 The following factors shall be considered in selecting employees for the filling of vacancies and/or granting promotions:
- A. Seniority in the same wage classification or in a higher wage classification shall be the first criteria. Laid off employees who have accepted a lower wage classification in order to retain employment, shall continue to have priority for vacancies in the wage classification they held at the time of layoff.
 - B. Qualifications to meet responsibilities contained in the job description will be secondary criteria. If any testing is necessary, it shall be related to the responsibilities of the position. Testing required of any position shall be known to all employees through job descriptions and postings. The Board shall notify the Association if any additional testing is required prior to administering such tests.
 - C. The work record of the employee will be secondary criteria.

Prior to awarding a position, the selected applicant and/or the responsible administrator may request a meeting with the Assistant Superintendent of Human Resources to discuss the position prior to the selected applicant deciding to accept appointment to the trial period defined in 9.9.

When exceptions to seniority are made by the Board, the Association is to be apprised of the Board's reasons. The Association reserves the right to grieve on the merits of the assignment through the grievance process.

- 9.4 If an internal applicant is to be selected for a vacancy, the selection will be made within ten (10) working days

after the posting expires.

- 9.5 A. If an employee is on an extended leave medical or family leave for a period of up to, 6 months the position will be filled with a substitute. After 6 months, the job may be posted. Should the employee return prior to the expiration of one year, they will be able to return to their original position. The employee who fills the position of the employee on a leave of absence shall retain rights as specified in the layoff and recall article.
- B. If an employee is on an extended leave for any purpose other than medical, family illness, military or jury duty for a period of up to 6 months, the position will be filled with a substitute. After 6 months of unpaid leave or receipt of resignation whichever occurs first the job may be posted.
- 9.6 Temporary positions may be created by the Board occasionally to meet specific needs. Such positions shall not exceed three (3) months in duration. If the position extends beyond three (3) months, it will be posted as a vacancy.
- 9.7 During the summer months, when regular school is not in session, the following procedure will be followed:
- A. The District shall mail copies of all vacancies within the bargaining unit to those employees who make written requests for such postings. The employee shall furnish the District with the appropriate mailing address.
- B. Additionally, a copy of all vacancy postings shall be sent to the Association President, all Building Representatives and shall be prominently posted in all buildings in operation in which bargaining unit members work.
- 9.8 An employee who is assigned additional duties in writing by his/her administrative supervisor because of the absence of another employee for more than two (2) consecutive days, shall be paid beginning with the third day an additional eight (8) percent of his/her regular hourly wage for the specific time during which the employee is responsible for the additional assigned duties.
- 9.9 Employees moving to a different bargaining unit position shall be required to satisfactorily complete a forty (40) working day trial period before the new assignment shall be considered awarded. During the first ten (10) working days of this trial period, the employee shall have the right to elect to return to his/her former job assignment without penalty and the former position will not be assigned until the eleventh (11th) work-day.
- Should an employee's performance prove to be unsatisfactory during the trial period, and providing the employee's previous work record was satisfactory, the employee may be returned to his/her previous position, if vacant, or any comparable position if an opening exists. If no vacancy exists the employee shall be laid off.
- An employee moving to a less than 52-week position in a school building, may request that the first ten working days of the trial period (as referred to above) be extended the number of working days required to provide ten working days when students are in attendance. This shall not apply to employees moving from their current position to a similar position in a different school building. (An example of this would be the First or Second Clerk from McLaughlin moving to First Clerk at Nims.)
- 9.10 Handbooks outlining the specific job tasks and procedures of each clerk and classroom assistant position shall be available for review at the work site. Handbooks will be developed, as practical, by representatives of the Board and the Clerical/Classroom Assistant Association to explain such duties and procedures that are common throughout the district. More specific job tasks unique to the building or classroom will be developed by the employee and the supervisor. In the case of classroom assistants, the classroom teacher should be involved in developing the handbook.
- All handbooks shall be subject to review and approval by the Assistant Superintendent of Human Resources or designee.

ARTICLE X Substitute Employees

- 10.1 A substitute employee, when available, shall be obtained whenever a regular clerical or classroom assistant employee is absent from work and the immediate supervisor requests a substitute. If the absence of the clerical or classroom assistant causes any additional workload for another bargaining unit member, the supervisor shall be encouraged to request a substitute in the usual manner.

In the hiring of substitutes, preference shall be accorded to (1) laid off employees from the bargaining unit and (2) retired employees from the bargaining unit. If, after twenty (20) consecutive working days, a substitute employee is still working in the same position, the following provisions shall apply:

Benefits. The benefits* listed below will commence on the twenty-first (21st) working day and become retroactive to the beginning date of employment in the substitute position:

- A. Seniority - Substitutes shall not accumulate seniority. (Those substitutes who have attained seniority prior to ratification of this agreement, shall retain seniority rights.)
- B. Sick leave.
- C. Wage scale of the job being filled.

10.2 If the substitute employee is a laid off bargaining unit member, all rights and benefits incorporated in this Agreement shall accrue to the employee after the sixtieth (60th) consecutive working day in the same position.

*Insurance and vacation benefits shall be provided after completion of the sixtieth (60th) working day.

ARTICLE XI Employee Rights

- 11.1 Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every bargaining unit member has the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective negotiations with the Board, the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment, so long as the same does not interfere with the full, faithful, and proper performance of the duties of employment.
- 11.2 Nothing contained herein may be construed to deny or restrict any employee the rights he/she may have under the laws of the State of Michigan and the United States. The rights granted to employees in this Agreement are in addition to those provided by law.
- 11.3 The Board may not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to his/her hire, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of age, race, religion, color, national origin, or sex.
- 11.4 Upon request for an appointment an employee shall have the right in the presence of the Assistant Superintendent of Human Resources or his/her designee, to review the contents of his/her personnel file, excluding initial references and/or confidential material for the Board pertaining to said individual originating prior to initial employment, and to have an Association representative present at such review.
- 11.5 No evaluative material originating after initial employment shall be placed in an employee's personnel file until he/she has had an opportunity to review said material. The employee may submit a written notation, which shall be attached to the material in question.
- 11.6 If an employee is requested to sign material to be placed in his/her file, the signature shall be understood to indicate awareness of the material, but in no instance shall the signature be interpreted to mean agreement with the content.
- 11.7 The employee shall have the right, upon request for an appointment, to review the contents of his/her personnel file. If, upon reviewing his/her files, an employee believes that material placed in such files is inappropriate or in error, such material shall be corrected or expunged from the files, provided that proper cause is shown. A

representative of the Association may accompany the employee if requested to do so.

ARTICLE XII
Association Rights

- 12.1 Association requests for specific information and materials pertaining to the financial resources of the district or which are needed to process any grievance or complaint shall be honored by the Board provided such information and/or materials are readily available.
- 12.2 The Association has the right to use school building facilities at all reasonable hours for meetings. The Association also has the right to use school equipment at times when such equipment is not otherwise in use. The Association shall furnish or pay for the materials and supplies incidental to its operation.
- 12.3 All bargaining unit employees, including newly hired employees, when hired, shall be provided by the Board with a copy of this Agreement. In addition, the Association shall be provided with at least twenty-five (25) copies of this Agreement by the Board.
- 12.4 The Association shall be provided with a maximum of one-hundred fifty (150) hours of release time for the purpose of conducting Association business. Association officials granted such time shall suffer no loss of pay. Additional release time may be granted by the Assistant Superintendent of Human Resources. (Requests for such release time shall be made to the Assistant Superintendent of Human Resources by the Association President at least twenty-four (24) hours in advance. In cases of emergency, the time limit may be waived by the Assistant Superintendent of Human Resources.)

Association time reimbursed to the District by the Muskegon Clerical/Classroom Assistant Association, the Michigan Education Association or the National Education Association shall not be deducted from the one hundred fifty hours provided above.

ARTICLE XIII
Working Hours and Conditions

- 13.1 Full-time employees are employees who are employed by the Board for a minimum of thirty (30) hours per week. Part-time employees are employees who work less than thirty (30) hours per week.
- 13.2 The normal work-week for a full-time employee shall be 30-40 hours per week. Normally, employee working hours shall be equally divided over a five (5) day work-week. In the case of forty (40) hour per week employees, the work-week shall normally consist of five, eight-hour days. The Museum of Art and MCEC operate on a year-round schedule. Hours for full-time employees shall be consistent with the normal work-weeks stated above. Daily work hours at these two sites may vary from the normal work-day to fit the specific department's hours of operation.

During the summer vacation period, the normal work-week for forty-hour employees shall be thirty-five (35) hours consisting of five, seven-hour days. Employees working less than forty (40) hours per week shall have their summer hours proportionately decreased.

Summer hours shall be in effect the Monday following the end of the student school year and shall end on Monday, three weeks prior to students returning to school.

Any employee working a reduced day during the summer vacation period shall not suffer any reduction in pay. Working days shall not include lunch periods. When an immediate administrative supervisor determines that an employee working less than forty (40) hours per week requires more time to complete a specific assignment, additional time may be requested by such administrative supervisor according to the procedures established in Section 5. Time worked over regularly scheduled hours up to forty (40) hours shall be compensated at the regular rate of pay.

No group of employees in a given classification or seniority group will suffer a reduction in hours to avoid application of the layoff provisions of this Agreement.

- 13.3 Office workers will generally be employed for terms of forty (40) weeks (elementary schools) or fifty-two (52) weeks (central offices and some secondary school positions). Other periods of employment may be allowed to serve particular needs of individual offices.

Specific needs will be reviewed annually.

- 13.4 Ordinarily the work year consists of 261 working days. From time to time, however, the calendar in certain years (leap year) includes one "extra" work-day. When that "extra" work-day occurs, compensatory time may be taken whenever agreed upon by the employee and the immediate administrative supervisor. However, employees shall not be required at any time to work without being paid for such work according to the wages set forth in this Agreement.
- 13.5 All work over forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of pay. All such overtime requests, however, must be submitted by the immediate administrative supervisor and have written approval in advance by the Assistant Superintendent of Human Resources.
- 13.6 Every reasonable effort shall be made to avoid situations whereby a clerical or classroom assistant employee would be the only person on duty in a given building. Where possible, work schedules shall be coordinated so that, except in cases of emergency, an employee is not the only person on duty in a building. In situations where a clerical or classroom assistant employee is alone in a building and has reason to be concerned for his/her safety, such employee may call their immediate administrative supervisor and request permission to leave that building. If the supervisor is not available, such request may be directed to the Assistant Superintendent of Human Resources or the Assistant Director of Human Resources.

Notwithstanding the provisions above, newly hired clerical and/or classroom assistant employees may, as a condition of employment, be assigned to a building where he/she is the only employee on duty. The above stated concern for personal safety also will apply to employees who are alone as a condition of employment.

There will be a designated administrator available at all times to handle issues regarding the safety of clerical and classroom assistant employees.

- 13.7 Employees shall not be required to be responsible for the supervision of students who have been referred to the office for disciplinary reasons except for special education classroom assistants and/or employees assigned such responsibilities as a condition of employment. When the building principal is absent from the building, he/she shall make every reasonable effort to provide for the supervision of such students in accordance with the terms of this Agreement.
- 13.8 Clerks shall be allowed two (2) fifteen (15) minute duty free coffee breaks per day. In those cases where there is only one clerk in a building, arrangements will be worked out with the building supervisor to insure equivalent break time per day.
- Classroom assistants shall be granted two (2) fifteen (15) minute coffee breaks per day. In lieu of an afternoon coffee break, the classroom assistant, with approval of the immediate administrative supervisor, may be allowed to leave fifteen (15) minutes earlier than the end of the normal working day.
- 13.9 Employees are entitled to a duty free lunch period. Any employee who is required to work during the normal lunch period shall be given an alternate lunch period, which is mutually agreeable to the employee and the immediate administrative supervisor. The length of the employee's lunch period will be established by mutual consent of the employee and supervisor.
- 13.10 Employees who are asked to use their personal automobile for school business, other than to attend meetings, shall be reimbursed for that usage at the allowable rate set by the Board. No employees shall be required to use their personal automobile for school business except as a condition of their employment for a particular position. No employees shall be asked to transport cargo, which may cause damage to their vehicle.
- 13.11 Whenever possible, all employees will be provided a secure improved parking space.
- 13.12 All employees housed in school buildings shall be allowed to leave at student dismissal or when busses pull out whichever is later, the day before holidays as defined in Article XV, except Good Friday and Hackley Day without loss of pay. On Good Friday and Hackley Day employees may leave at students' early dismissal or when busses pull out, whichever is later.

When teachers work evenings, clerks and classroom assistants may be requested to work that evening. If the evening was worked, the employee shall leave on the compensation day at the students' early dismissal time or

when the busses pull out, whichever is later. If the employee does not work the evening, the employee shall be allowed to leave at the students' normal afternoon dismissal time without loss of pay.

All employees housed at other sites shall be allowed to leave thirty (30) minutes early on the day before holidays as defined in Article XV, except Good Friday, Hackley Day, and Independence Day without loss of pay.

- 13.13 All employees shall be given one mid-winter break day with pay. It shall be scheduled during the time period for mid-winter break. Each employee shall express her preference for either a Friday or Monday break day with the concurrence of such schedule by the employee's direct supervisor.

Exception to the above rule is as follows:

In the case of MCEC or the Muskegon Museum of Art, a Friday or Monday when work is not scheduled shall be paid straight time with the alternate Friday or Monday required as a work-day.

- 13.14 A building administrator/designee is to have the responsibility for the control and supervision of the administration of medication in school during the school day. Methods to deal with dosages over fifteen per day including having someone else distribute medication in excess of fifteen dosages, having someone else cover clerical duties (answering the phone, duplicating materials, etc.) while the clerk continues to distribute medication in excess of fifteen dosages, or any combination of relief that is satisfactory to the employee and the administrator. Whenever an employee is required to dispense more than fifteen (15) total doses of medication per day, the employee and the administrator shall meet for the purpose of determining how to deal with the amount of medication to be dispensed. If the employee is not satisfied with the resolution, he/she may request a meeting with the Association and Assistant Superintendent of Human Resources or designee to discuss the situation.

In no case shall an employee be required to perform diagnostic procedures (i.e. urinalysis, blood/sugar analysis) nor shall an employee be required to dispense medication based on the results of such diagnostic procedures.

- 13.15 Clerks will be responsible for establishing a CA-60 file for new or transferring students. Clerks will be responsible for maintaining and generating district immunization and attendance records. It is understood that maintaining student CA-60 files is primarily the responsibility of the teacher/counselor. Maintaining CA-60 files is not the primary work responsibility of clerks or classroom assistants. A clerk or classroom assistant may be asked to assist with CA-60 files if it does not prevent the employee from carrying out his/her primary work responsibilities.

ARTICLE XIV Vacations

- 14.1 Paid annual vacation shall be awarded on the following basis:

A. 49-52 Week Clerks:

0 - 3 months	0.00 days
after 3 months - 6 years	11.00 days
after 6 years - 15 years	11.00 days + 1 day per year for each year
after 15 years	20.00 days

B. Less than 49 Week Clerks:

1. 39 - 41 Weeks:

0 - 3 months	0.00 days
after 3 months - 10 years	8.00 days
after 10 years - 15 years	12.00 days
after 15 years	16.00 days

2. 42 - 43 Weeks:

0 - 3 months	0.00 days
after 3 months - 10 years	8.50 days
after 10 years - 15 years	12.75 days
after 15 years	17.00 days

3. 44 - 46 Weeks:

0 - 3 months	0.00 days
after 3 months - 10 years	9.00 days
after 10 years - 15 years	13.50 days
after 15 years	18.00 days

4. 47 - 48 Weeks:

0 - 3 months	0.00 days
after 3 months - 10 years	9.50 days
after 10 years - 15 years	14.25 days
after 15 years	19.00 days

C. Vacation pay for Classroom Assistants:

0 - 3 years	0.00 days
after 3 years to 8 years	7.0 days
after 8 years to 15 years	12.0 days
after 15 years	16.0 days

D. Classroom Assistants who work less than a full day shall receive vacation pay on a pro-rata basis, which is equivalent to their normal work-day. For example, a half time employee after 3 years is eligible for seven (7) half-days pay.

E. Classroom Assistants who work more than the regular school year shall have their Current year vacation days pro-rated based upon the vacation allotment chart in Article 13.1 and using the number of current year workdays for school year classroom assistants as the pro-rata divisor. (Example: in a 186 work-day year, a 230 day classroom assistant with three to eight years of experience would earn 8.5 days of vacation. $230 \div 186 \times 7.00 \text{ days of vacation} = 8.5 \text{ days of vacation}$).

14.2 Vacation pay per day shall be equal to the number of hours the employee regularly works.

14.3 Forty-nine (49) to Fifty-two (52) week employees may take vacation at any time during the year and shall plan their vacation schedule with approval of their immediate supervisor.

14.4 Vacation time may be taken as earned, but must be used no later than sixty (60) days after the end of the current fiscal year (or by September 1). No more than one-half (1/2) of the vacation days earned in a current fiscal (work) year may be taken before January 1. Unused vacation time may not be carried over beyond September 1 unless approved in writing by the Assistant Superintendent of Human Resources for specific and unusual cause.

Exceptions may be granted by the administrative supervisor with approval of the Assistant Superintendent of Human Resources.

- 14.5 Employees working less than forty-nine (49) weeks shall have their vacation pay folded into their yearly salary as follows:

$$(\text{Number of days worked} + \text{number of paid holidays} + \text{number of vacation days}) \times (\text{hours per day}) \times (\text{hourly rate}) = \text{yearly salary}$$

- 14.6 An employee who terminates employment in the course of the year will be entitled to an accumulated vacation benefit only if the employee has been employed by the Board for one (1) full year and has given at least two (2) weeks notice for the termination of employment. Termination prior to the end of any given fiscal (work) year will result in a pro-rata deduction of earned vacation days during that year.

ARTICLE XV Holidays

- 15.1 The following designated days shall be recognized as holidays with pay for all employees who work thirty-eight (38) or more weeks.

Labor Day (Classroom Assistants are not granted this holiday unless they work at least the equivalent of a full day prior to Labor Day.)

Thanksgiving Day

Day following Thanksgiving

Good Friday p.m. (1/2 day)

Hackley Day p.m. (1/2 day)

Memorial Day

Day before Christmas

Christmas Day

Clerks whose regular assignment is a 43-45 week position shall be granted New Year's Day as an additional holiday. Independence Day shall also be a paid holiday if the clerk is scheduled to work and receives pay for the work-day before and the work-day after July 4.

Clerks whose regular assignment is a 46-48 week position shall be granted the day before New Year's Day as an additional holiday. Independence Day shall also be a paid holiday if the clerk is scheduled to work and receives pay for the work-day before and the work-day after July 4.

Clerks who are employed 49-52 weeks shall be granted Independence Day as an additional holiday.

- 15.2 Whenever Christmas or New Year's Day falls on a Sunday, eligible employees (as defined above), shall be granted the Friday immediately preceding the holiday and the Monday immediately following the holiday.

Whenever Christmas or New Year's Day falls on a Saturday, eligible employees (as defined above), shall be granted the Thursday and Friday immediately preceding the holiday.

No other vacation holidays will be allowed except on written notice from the Assistant Superintendent of Human Resources.

- 15.3 Anyone required to work on these days shall receive double pay.

- 15.4 Half-time employees normally scheduled to work the afternoons of Good Friday and/or Hackley Day will not report to work and shall be given pay equal to one-half (1/2) their normal work-day.

Half time employees normally scheduled to work the mornings of Good Friday and/or Hackley Day will work and shall be given additional pay equal to one-half (1/2) their normal work-day.

- 15.5 All employees housed in school buildings shall be allowed to leave at student dismissal or when busses pull out, whichever is later, the day before holidays as defined in Article XV, except Good Friday and Hackley Day without loss of pay. On Good Friday and Hackley Day employees may leave at student's early dismissal time or when busses pull out, whichever is later.

All employees housed at other sites shall be allowed to leave thirty (30) minutes early on the day before holidays

as defined in Article XV, except Good Friday, Hackley Day and Independence Day with out loss of pay.

- 15.6 All employees shall be given one mid-winter break day with pay. It shall be scheduled during the time period for mid-winter break. Each employee shall express his/her preference for either a Friday or Monday break day with the concurrence of such schedule by the employee's direct supervisor.

Exception to the above rule is as follows:

In the case of MCEC or the Muskegon Museum of Art, a Friday or Monday when work is not scheduled shall be paid straight time with the alternate Friday or Monday required as a work-day.

ARTICLE XVI
Sick Leave

- 16.1 Definition of terms for purpose at hand. "Immediate Family" - shall include father, mother, husband, wife, child, step-child, sister, brother, step-sibling, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, and any person in lieu of parents.

"School Month" shall be defined as consisting of twenty (20) days exclusive of Saturdays, Sundays, and legal holidays for schools, which shall fall within a school week, a school week to consist of Monday, Tuesday, Wednesday, Thursday, and Friday.

"Per diem basis" shall be the amount obtained by dividing the contractual salary by the number of days to be employed, as indicated on the contract.

16.2 Sick Leave (Personal Illness)

- A. Full-time employees shall be allowed sick leave for personal illness at the rate of one (1) day per month of employment or major fraction thereof. (Examples: 10 month employee = 10 sick days, 12 month employee = 12 sick days.) Part-time employees shall be granted sick days on a pro-rata basis.
- B. No sick leave may be used by a new employee before he/she has completed four (4) weeks of assigned work.
- C. Employees who have accumulated sick leave due to previous service but who are unable to begin a new contract year because of personal illness or personal injury shall be allowed to draw upon such sick leave accumulated until it is depleted or until resumption of assigned work, whichever occurs sooner.
- D. Accumulation of sick leave days shall be without limit.
- E. Employees who may have accumulated sick leave days under the provision of this Article and who terminate their employment with this school system shall not be compensated by unused sick leave days and said unused sick leave days may not be carried forward in the case of subsequent re-employment by this school system. However, employees employed in this district continuously for at least ten (10) consecutive years, shall, upon retirement, receive twenty (20) dollars for each unused day of accumulated sick leave.
- F. Additional absences beyond the employee's personal accumulation of sick leave shall result in deduction on a per diem basis.
- G. Deductions made for illness when the employee has not accumulated sick leave to cover the illness may be repaid to the employee upon the employee's written request to the Assistant Superintendent of Human Resources, when the sufficient days have been accumulated to cover such sick leave.
- H. Any employee who is absent because of injury or disease in compliance with the Michigan Worker's Compensation Law shall receive from the Board the difference between the allotted amount and his/her regular salary for the duration of the illness limited to and deducted from any accumulated sick leave. The number of days of sick leave deducted would be proportionate to the dollar amount contributed in salary by the Board. However, the employee may elect not to receive the aforementioned current difference from the Board and therefore suffer no loss of accumulated sick leave. However, if an employee suffers an injury as

a result of intervention in a dispute between students or as a result of an assault upon the employee by a student and/or a parent/guardian and the resulting injury causes an absence from work, such absences shall not be charged against the employee's sick leave, providing the injury does not involve negligence on the part of the employee or the employee did not exercise reasonable care.

- I. The Board reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on the merits of each individual case. Any employee whose personal illness extends beyond the period compensated under this Article shall be granted a leave of absence without pay for such time as is necessary for complete recovery but not to exceed twenty-four (24) months. Upon return from leave, an employee shall be assigned to the same position, if available, or, a substantially equivalent position except as limited by the Layoff and Recall Article of this Agreement (Article VIII).
- J. The Board contemplates that the use of sick leave will be on an ethical basis in keeping with the high standards of the school profession.
- K. An employee may be required to provide a doctor's certificate for an absence of ten (10) working days or if a pattern of absence is in evidence.

16.3 Leave (Illness in Immediate Family).

- A. Absence of a reasonable length of time but not to exceed five (5) days per year caused by the critical illness of a member of the employee's own household or a member of the immediate family whose care is the direct responsibility of the employee and requiring the personal attention of the employee will be compensated by payment of the contractual salary. Requests for exceptions shall be submitted for approval through the Assistant Superintendent of Human Resources.
- B. Additional absence shall result in a deduction on a per diem basis.
- C. Absence in this Section shall be counted as sick leave and deducted under the regulations of Part 2 of this Article.

ARTICLE XVII Other Leaves

17.1 Leave (Bereavement)

- A. Absence of not more than five (5) days per school year caused by deaths in the immediate family shall be compensated by payment of contractual salary. Requests for exceptions may be approved through the Assistant Superintendent of Human Resources.
- B. Absence of not more than three (3) days per school year for the death of an aunt, uncle, nephew, niece, or first cousin shall be compensated by payment of contractual salary.
- C. No remainder of leave days granted in the immediately preceding paragraphs may be accredited or accumulated.
- D. In the event of extenuating circumstances the employee will confer with the immediate supervisor and the Assistant Superintendent of Human Resources.
- E. Out-of-state deaths may entail an extension of time in ratio to travel time. Such extension is at the discretion of the Assistant Superintendent of Human Resources.
- F. Absence in this section shall be counted as sick leave and shall be deducted under sick leave regulations.

17.2 Absence with pay not chargeable against the employee's sick leave allowance shall be granted for the following reasons:

- A. Absence when an employee is called for jury service.* (Pay the difference of jury pay and regular pay.)
- B. Court appearance as a witness whenever an employee is subpoenaed to attend any proceeding.* (Pay difference of court fee.)

- C. Time necessary to take the Selective Service physical examination.
- D. Personal leave days shall be allowed at the rate of two days per year (July 1 to June 30) of on-the-job employment, non-accumulative, for all thirty-six (36) to fifty-two (52) week employees. The personal leave allowance shall be pro-rated according to a mutually agreed upon formula whenever actual on-the-job days are less than full term employment. Except for emergency circumstances, personal leave shall be allowed only when the principal or other supervisory head has been notified of intended absence twenty-four (24) hours or more in advance. No personal leave days shall be allowed during the first fifty (50) days of initial employment except for emergency approved by the Assistant Superintendent of Human Resources. Employees who have used two (2) personal leave days and terminate their employment at the end of six (6) months or earlier shall have one day of personal leave pay deducted from their final check. Personal leave days shall not be allowed immediately prior to or following a holiday or vacation or on a Friday preceding a Sunday or Monday holiday or vacation except in cases of emergency approved by the Assistant Superintendent of Human Resources.

Personal leave may be taken in units of one-half day. Unused personal leave days shall be added to the sick leave accumulation of the employee in units of one-half day. The practice of extending holiday or vacation by combining personal leave with unpaid leave shall be disallowed.

*Expense allowance provided by the court shall not be reimbursed to the district. Neither shall the employee be required to reimburse the district for expense allowances, jury pay or court fees if such service takes place at times other than the employee's scheduled working time.

17.3 Parental and maternity leaves

- A. A maternity leave shall be granted and taken by any employee pursuant to the provisions of Article XVI, 2 and to the extent required by applicable law.
- B. The Administration may request a medical statement indicating the last day the employee is available to work and the expected date of return. Sick leave days for maternity would terminate when the doctor indicates the employee is no longer disabled.
- C. An employee shall be entitled, upon request, to a leave of absence for up to two (2) years without pay to commence at the end of her confinement, due to child birth, or at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
- D. An employee who is granted a parental leave of absence pursuant to the section above, shall, after notifying the Assistant Superintendent of Human Resources of a desire to return to active employment, be assigned to the first available vacant position in accordance with the terms set forth in Article IX (Vacancies, Promotions and Changes of Assignment). If no vacancy exists, the employee may displace the least senior employee in the seniority group and wage classification in which the employee worked prior to going on leave provided that the more senior employee is qualified to fill the position to be taken, or the employee may displace the least senior employee in the seniority group and a lower wage classification than the employee previously held, or the employee may choose to remain on leave pending notice of a future vacancy. It is understood that the employee's seniority must entitle him/her to such displacement.

17.4 Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States, in accordance with the requirements of applicable law.

17.5 The Board shall grant a leave of absence without pay to any employee to campaign for, or serve in, an elected public office for a period not to exceed two (2) years. Upon return from serving in a full time public office, an employee shall receive salary increments mutually agreed upon by the employee and the Assistant Superintendent of Human Resources but in no case exceeding salary benefits allowable for military leave.

17.6 The Board shall grant a leave of absence without pay to any employee for the purpose of furthering his/her education for a period of up to two (2) years. Such leave may be extended with approval of the Assistant Superintendent of Human Resources.

17.7 Association Leave

An employee appointed to or elected to a full-time position or office with the state or national branch of the Association, shall be granted a leave without pay or fringe benefits for one (1) year. Such leave is renewable one time for an additional year.

17.8 To obtain a leave of absence for any reason other than those provided elsewhere in this Agreement, an employee must file a request in writing with the Assistant Superintendent of Human Resources stating the reason for the request in detail. No employee, however, shall be granted leave of absence to seek employment elsewhere. Seniority shall be retained but not earned during leaves of absence. To be eligible for a leave of absence under sections 5, 6, and 7 of the article, an employee shall have served satisfactorily for a period of not less than two (2) years.

17.9 An employee on leave shall be entitled to return to service in the first available vacant position in accordance with the terms set forth in Article IX (Vacancies, Promotions and Changes of Assignment). If no vacancy exists, the employee may displace the least senior employee in the seniority group and wage classification in which the employee worked prior to going on leave provided that the more senior employee is qualified to fill the position to be taken, or the employee may displace the least senior employee in the seniority group and a lower wage classification than the employee previously held, or the employee may choose to remain on leave pending notice of a future vacancy. It is understood that the employee's seniority must entitle him/her to such displacement.

The Assistant Superintendent of Human Resources shall be notified not less than fifteen (15) working days prior to the time when an employee desires to return to work following a leave of absence. If, however, a position previously held by an employee on leave is an open position or is filled by a temporary or substitute employee, the employee wishing to return from leave shall be awarded the position he/she previously held, within fifteen (15) working days following proper notification as specified above.

17.10 Miscellaneous Provisions Regarding Absence

A. The chief building administrator or his/her administrative designee shall certify to the legitimacy of a claim for compensation for absence covered in Sections 2 and 3 of Article XVI and Sections 1 and 2 of Article XVII by entering on the payroll the dates and causes for such absence, provided the provisions covering absence due to personal illness, death in the family, or death of a relative are complied with. Employees shall not be required to sign on the payroll unless they have been absent during the pay period, except for the first payroll period of each school year.

B. No employee shall absent himself/herself from regular duties for causes other than personal illness, illness in the immediate family requiring the personal attention of said employee, death in the immediate family, or death of a relative, except with the prior permission of the immediate administrative supervisor. In questionable cases, the immediate administrative supervisor will confer with the Assistant Superintendent of Human Resources.

C. When, in the judgment of the immediate administrative supervisor or Assistant Superintendent of Human Resources, such absence contributed to the general interest of the school system, compensation may be paid on a full or partial basis.

17.11 Family Medical Leave Act:

Under Federal law and in addition to any leaves granted under any other terms of this agreement, a twelve week unpaid family and medical leave of absence shall be granted to any employee for any of the following purposes:

- (1) the birth of or care of a child;
- (2) the placement for adoption or foster care of a child
- (3) because of the serious health condition of a spouse, son, daughter, or parent;
- (4) because of the employee's own serious health condition.

For further information about a Family and Medical Leave Act leave of absence, contact the Human Resources Office for leave provisions and application procedures.

ARTICLE XVIII Injury to Employees

- 18.1 Employees of the Board who are injured in the course of employment are subject to provisions of the Worker's Compensation Act, and after report of injury and investigation, payments of compensation shall be made in accord with the Worker's Compensation Act.
- 18.2 Consistent with or in addition to the requirements of the Compensation Act, employees shall do the following:
- A. Report immediately, and in any event within twelve (12) hours, any accident or injury occurring on the premises or while engaged in services for the Board.
 - B. Such reports shall be made to the immediate supervisor, who shall thereupon require the employee to make a written report, which shall be forwarded, to the Assistant Superintendent of Human Resources. In the event the immediate supervisor is not available, the report shall be made directly to the Human Resources Office.
- 18.3 Sick leave may be used in conjunction with Worker's Compensation as allowed in Article XVI, 16.2, H.

ARTICLE XIX
Absence of Employees

- 19.1 No employee shall be absent from his/her assignment without prior approval from the immediate administrative supervisor or his/her representative, except in cases of emergency, in which case the principal or his/her representative shall be notified of absence as soon as possible.
- If an employee is unable to report for work because of illness, the immediate administrative supervisor shall be notified at least one (1) hour before employee is to report for work.
- 19.2 Evidence indicating abuse of leave privileges or failure to report for work without notification to the immediate administrative supervisor shall be considered just cause for disciplinary action up to and including discharge.

ARTICLE XX
Payroll Procedures

- 20.1 Pay Periods.
- A. All employees shall be paid bi-weekly on the Friday following the payroll period in which work is performed.
 - B. Employees who work forty-two (42) or fewer weeks per year shall elect either twenty-one (21) or twenty-six (26) pay periods. Employees who work forty-three weeks or longer shall elect to be paid either over their contract year or in twenty-six (26) pay periods.
 - C. It should be noted that there will periodically be the need for twenty-seven (27) pay periods instead of twenty-six (26) pay periods.
- 20.2 Payroll Withholding.
- A. The following payroll withholdings shall be allowed with the proper employee authorization:
 1. MESSA Insurance (contributions as required by Article VI)
 2. Options including contributions toward tax-deferred annuities
 3. Credit Union
 4. United Way
 5. Association dues or service fees
 6. Cafeteria plan deductions for pre-paid post-retirement life insurance
 7. Employee contributions to M.P.S.E.R.S.
 8. Other miscellaneous voluntary deductions
 - B. Association Dues. It shall be the responsibility of the Assistant Superintendent of Human Resources to notify the Association of all new employees within fifteen (15) days of employment by forwarding a copy of the Employee Data Sheet to the Association President.
 - C. Every effort shall be made to equalize payroll deductions between the first and second pay periods in any

month if such equalization is feasible. Deductions other than those required by law shall not be made from any third pay period in a month unless agreed to by the employee.

ARTICLE XXI

Probation, Dismissal or Change in Classification

- 21.1 If, in the judgment of the immediate administrative supervisor, an employee is not performing his/her duties in a satisfactory manner, the immediate administrative supervisor shall notify the employee at least twenty-four (24) hours in advance so that the employee may seek Association representation if he/she desires. The following procedure shall then be applicable:
- A. A private meeting to discuss concerns shall be provided with the immediate administrative supervisor, (and in the case of classroom assistant employees, such meeting may include the supervising teacher), at the request of either party. The employee may request Association representation at such meeting. In addition, if at any time during this meeting the employee determines the need for Association representation, the meeting shall be adjourned for up to forty-eight (48) hours to allow for an Association representative to be present.
 - B. If, in the judgment of the immediate administrative supervisor, (in the case of classroom assistant employees, the supervising teacher may be consulted), the employee has not shown significant improvement after ten (10) working days, a written notice of unsatisfactory performance with specific recommendations for improvement shall be issued to the employee. An additional copy of such notice shall be given to the employee for use by the Association. The date of issuance of the notice of unsatisfactory performance shall institute a probationary period for said employee of thirty (30) calendar days.
 - C. If, after the probationary period of thirty (30) calendar days, the employee's work is still unsatisfactory, a conference will be held with the employee's immediate administrative supervisor, the supervising teacher when applicable, the employee involved and the Assistant Superintendent of Human Resources. The employee may request Association representation at such meeting. In addition, if at any time during this meeting the employee determines the need for Association representation, the meeting shall be adjourned for up to forty-eight (48) hours to allow for an Association representative to be present. On the basis of such conference, the Assistant Superintendent of Human Resources shall determine whether said employee shall be dismissed, demoted or transferred to another position in accordance with the terms of this Agreement.
- 21.2 No employee shall be dismissed, disciplined or demoted except for just cause. In general, the Board subscribes to the concept of progressive discipline with the normal step progression of oral reprimand, written reprimand, probation, hearing with the Assistant Superintendent of Human Resources and dismissal, but reserves the right to take whatever action it deems necessary depending upon the nature of the offense.

ARTICLE XXII

Resolutions of Concerns

- 22.1 In the event an employee is experiencing difficulty in carrying out his/her responsibilities, a private meeting with the immediate supervisor shall be provided at the request of either party. The employee may have an Association representative present at the meeting.
- 22.2 In the event an irresolvable conflict develops between an employee and his/her supervising teacher or administrative supervisor, the employee shall have the right to submit a written request for transfer and to request an interview with the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources shall interview the employee for the purpose of ascertaining the problem, and to consider placing the employee in a vacancy for which he/she is qualified provided the employee holds sufficient seniority to be entitled to the position. If two (2) or more employees seek a transfer pursuant to this section, the administration agrees to investigate the feasibility of switching assignments among the employees involved.

ARTICLE XXIII

Grievance Procedures

- 23.1 Definition

- A. A grievance is defined as an alleged violation, misinterpretation or misapplication of any provision of this Agreement. A grievance may be filed by an employee, a group of employees or the Association.
- B. Nothing shall prohibit any aggrieved employee from discussing his/her grievance informally with any member of the administration.

23.2 Procedure

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is maximum, and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties.
- B. No grievance need be considered by the Board unless the procedure set forth below is followed:

Step One

- a. All grievances, except Association grievances, shall begin as verbal complaints with the employee's immediate supervisor. The employee shall be entitled to have an Association representative present, if desired. Such discussion must take place within ten (10) working days of the alleged infraction or within ten (10) working days of the discovery thereof.*
- b. Within five (5) working days after the discussion of the alleged grievance the administrator shall give his/her answer orally to the aggrieved employee.

Step Two

All grievances not settled orally shall be reduced to writing on forms mutually agreed upon by the Board and the Association. The grievance shall state the nature of the complaint in reasonable detail, including reference to the section number or numbers of this Agreement alleged to have been violated. This written grievance shall be presented to the employee's immediate supervisor within five (5) working days after the verbal response. The immediate supervisor shall within five (5) working days after receiving the grievance give the aggrieved person his/her written answer.

Step Three

- a. If the grievance is not resolved in Level Two, the employee may, within five (5) working days of the immediate supervisor's answer submit the grievance to the Assistant Superintendent of Human Resources.
- b. The Assistant Superintendent of Human Resources or a designated representative shall give the employee a written answer no later than five (5) working days after the receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Assistant Superintendent of Human Resources and the Association.

Step Four

If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to binding arbitration within twenty (20) days of the response from the administration. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding.

1. It is expressly agreed that the scope and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him.
2. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
3. The decision of the arbitrator shall be binding on both parties.
4. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All

other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

5. No advice in any one (1) case shall require a retroactive adjustment in any other case.
6. Paid leave time, not deductible from Association leave time, shall be provided any bargaining unit member identified as the aggrieved party whose presence is necessary at the arbitration hearing.

*If the alleged grievance involves a single building, it shall be initiated with the building principal or supervisor. If the alleged grievance involves more than a single building, the aggrieved person(s) may elect to institute the informal discussion at Level Three.

ARTICLE XXIV Notice to Employees

- 24.1 All new employees, employees who change positions, or employees who are changed in classification, shall be given a written notice designating classification, salary, hours, terms of employment and other pertinent information.
- 24.2 Not less than two (2) weeks prior to the first day of work, all returning employees shall receive written notice of the date, time and place they are to report on the first day of work.
- 24.3 All employees shall be furnished a written notice of employment not later than the first day of work, or not later than two (2) weeks after the ratification of a successor contract whichever is later. Said notice shall contain the following information:
 - a. Employee's name
 - b. Classification and position
 - c. Date when employee shall start to work
 - d. Date when employee will end work
 - e. Hours per week
 - f. Weeks per year
 - g. School or department where assigned
 - h. Salary rate
 - i. The employee's hourly rate and yearly salary
 - j. Longevity and vacation entitlement
- 24.4 If externally funded programs (government grants or projects) are acquired by the District, which create additional positions for clerks or Classroom Assistants, the President of the Association shall be notified.

ARTICLE XXV Miscellaneous

- 25.1 Building Responsibility - Absence of the Principal. It is understood by both parties that the operation of a school building and the decisions pertaining thereto are the responsibility of the building principal. When it is necessary for the principal to be absent from his/her building, the clerk shall be advised where he/she can be reached in an emergency. Should an emergency arise and the clerk is unable to reach the principal, he/she may call the switchboard operator at the Hackley Administration Building who shall notify the administrator available to handle the emergency and/or unusual situations requiring decisions beyond the authority of the employee.

ARTICLE XXVI School Closing

- 26.1 Whenever the Board determines that weather conditions are such that schools will not be conducting regular classroom schedules, notice of this decision shall be communicated by radio, television, or other means, as soon as this can reasonably be accomplished. Unless specifically notified to the contrary, clerks and classroom assistants shall not be expected to report for work. If clerks and classroom assistants are expected to report for work, reasonable extra time shall be allowed for employees to report for work beyond the normal starting time.
- 26.2 Should weather conditions cause the closing of schools during the school day, employees shall remain in school until all students have been dismissed or until the employee has been released by the immediate supervisor.

- 26.3 When schools are open and employees are unable to report for work because of severe inclement weather, an act of God, or their health and safety are threatened by attempting to report, such employees may utilize a personal leave day without the required twenty-four (24) hour prior notice being given. However, the employee must report his/her absence at the earliest possible time.
- 26.4 In case of closing when employees are not required to report for work, the following shall apply:
- A. On the first three days the employees shall not suffer any loss of pay.
 - B. On the fourth day, if it occurs five days or more prior to the scheduled mid-winter break period, the employees shall not suffer any loss of pay. The day shall be made up on Monday of the mid-winter break period.
 - C. On the fifth day, if it occurs five days or more prior to the scheduled mid-winter break period, the employee shall not suffer any loss of pay. The day shall be made up on Friday of mid-winter break period.
 - D. In the event that school is closed for more than five days, or the fourth and fifth closures occur after mid-winter break, and the employees are not required to report, then the parties shall reopen this section for negotiations as soon as possible.
- 26.5 In the event the State Legislature changes or amends the mandatory days for State Aid, (i.e. Snow Days Legislation), then the parties shall reopen this section for negotiations.

ARTICLE XXVII
In-Service Training

- 27.1 Each employee shall be allowed one (1) day with pay per year for Professional Improvement. This day may be used in increments of one-half (1/2) days. Such day may be used at the employee's discretion for, but not limited to, such activities as: seminars, workshops, in-services, and educational visitations, which are relevant to the job.
- A. Two (2) work-days notice shall be given to the employee's administrative supervisor.
 - B. The day shall not be used to extend a holiday or vacation unless specifically approved in advance by the Human Resources Office.
 - C. Unused professional development days accumulated at the end of each school year, shall be carried forward as sick days.
- 27.2 Employees required, by the district, to attend in-service training shall be released for such training without loss of pay. Such training shall not be counted as a Professional Improvement day (as defined in 27.1).
- 27.3 In the event that employees are requested to work or attend in-service training on days when school is not normally in session, employees shall be compensated at the regular hourly rate.
- 27.4 In addition to the training defined in 27.1, 27.2 and 27.3 above, each employee who has responsibility for any special needs student(s) shall receive in-servicing on those with special emotional, educational, physical and/or medical needs. Such training shall include necessary training (i.e., catheterization) for handling the student(s).
- 27.5 It is the intent of the school district to train employees in basic first aid, CPR, and the Heimlich Maneuver. The Board will attempt to train up to twenty employees per year until all are trained.

ARTICLE XXVIII
Duration of Agreement

- 28.1 This Agreement is effective as of July 1, 2010 and shall remain in effect through June 30, 2012.

APPENDIX I
CLASSIFICATIONS

This appendix is an extension of Article IV - Classifications may be changed by agreement of the Reclassification Committee.

B Clerk

Communications Clerk
 Counseling Clerk - Middle School
 Counseling Clerk II – Senior High School
 Second Elementary Clerk
 Student Services Clerk II
 Switchboard Operator
 Technical Services Clerk II

C Clerk

Alternative Education Clerk
 Attendance Clerk
 Circulation Clerk – Senior High School
 Counseling Clerk I - Senior High School
 Data Management Clerk
 Data Processing Clerk
 District Services Clerk
 Early Childhood Clerk
 Head Start Clerk
 Music Clerk
 Ninth Grade Academy Clerk
 Safe Schools Clerk
 Second Clerk Middle School
 Second Clerk High School
 Special Education Program Clerks

D Clerk

Athletic Office Senior High
 District Registrar - Senior High
 Finance Clerk
 First Clerk - Elementary
 First Clerk - Middle School
 First Clerk – Craig
 First Clerk – High School
 Human Resources Clerk
 Transportation Clerk
 Secretary to the High School Principal
 Secretary to the Executive Director of MCEC
 Secretary to the Director of Buildings and Grounds
 Secretary to the Director of Pupil Personnel
 Secretary to the Executive Director of Administrative Services
 Technology Clerk

Clerk/Manager

Bookstore Manager – Muskegon Senior High School
 Print Shop Manager – District Services Building

D-1 Clerk

Accounts Payable Clerk
 Assistant Payroll Clerk
 Bookkeepers – Finance Office
 Fringe Benefits Clerk – Finance Office
 Secretary to the Executive Director of the Muskegon Art Museum
 Secretary to the Director of Special Education

CLASSROOM ASSISTANTSCLASSROOM ASSISTANT A

Locker Room Assistants

CLASSROOM ASSISTANT B

No employees currently in this classification

CLASSROOM ASSISTANT C

Autistic Impaired (AI) and Health Care Assistant/Autistic Impaired (AI)
 Severely Multiply Impaired (SXI) Programs and Health Care Assistant/Severely Multiply Impaired (SXI)
 Hearing Impaired (HI)
 Health Care Assistant/Visually Impaired (VI)
 Health Care Assistant/ Physically and Otherwise Health Impaired (PI, OHI)
 Early Childhood Health Care Assistant/Early Childhood for the Developmentally Delayed (ECDD)
 Pre-Kindergarten – Pre-K Classroom Assistant (CDA is required)
 Emotionally Impaired (EI) and Health Care Assistant/Emotionally Impaired (EI)
 Specific Learning Disabled and Health Care Assistant/Learning Disabled Impaired (LD)
 Cognitively Impaired and Health Care Assistant/Cognitively Impaired mild, moderate or severe (CI)
 Traumatic Brain Injury and Health Care Assistant/Traumatic Brain Injury (TBI)
 Severe Language Impaired and Health Care Assistant/Severe Language Impaired (SLI)

APPENDIX II
EMPLOYEE EVALUATION SYSTEM

Philosophy and Purpose

The purpose of evaluation is not only to find out whether an employee is doing the job; it is also to find out what problems there are and how they can be resolved.

The evaluation should:

1. Be a positive experience.
2. Improve school climate.
3. Develop awareness of the responsibilities of all participants.
4. Open areas of constructive communication between employees and administrators.
5. Build a bridge of trust between the evaluator and the employee.
6. Emphasize the team approach.

It is recognized that evaluation is an important aspect of employment. Therefore, it must be given extremely high priority in terms of time for observation and consultation, fairness and cooperation by all parties concerned.

Assumptions

A humane and effective system of personnel evaluation must have, as its base, certain assumptions about an individual's potential as a satisfied, productive worker. The employee evaluation system must be built on a working

relationship between individuals based on the following assumptions:

1. Respect for the worth and dignity of an individual makes that individual better able to respect the work and dignity of others.
2. Participation in setting both personal and organizational goals increases motivation for achievement and produces greater satisfaction in the results.
3. Mutual participation in the total work situation and the evaluation process allows more imaginative and creative involvement by all participants.
4. Opportunity for recognition of work well done stimulates better performance and greater satisfaction.
5. Self-appraisal is an important element of the valuation process and contributes to improved performance.

Goals

A primary goal of the evaluation system is not to complete an evaluation report, but to help employees improve their effectiveness. Important secondary goals are as follows:

1. To achieve the goals of the Muskegon Public Schools, individual schools and classrooms.
2. To produce good morale through just and equitable personnel practices and by developing greater self-acceptance.
3. To stimulate continuing improvement in employee performance. To increase communication and cooperation among employees another staff, students, and the community.

Procedures

The following procedures will be followed in the evaluation process:

The administration will notify all employees, in writing, with reasonable specificity, of the duties or responsibilities of their position upon the commencement of their employment in such positions. No evaluation shall pertain to the performance or non-performance of any duty or responsibility for which the employee was not notified pursuant to this section.

Observations

Employees being evaluated during the current school year will be observed in accordance with the time lines and provisions outlined herein. An observation(s) refers to the collection of data through visitation(s). The intent of the observation(s) is to develop a database for validating job performance.

It is agreed that:

1. This step is the recording of observable behaviors within the scope of the performance areas.
2. All evaluations will be conducted by the employee's immediate supervisor. In the case of Classroom Assistants, the supervising teacher is expected to provide input into the evaluation process.
3. Observations will be done openly and with full knowledge of the employee.

Steps Necessary to Complete the Evaluation Process

A. Observation and Evaluation Definitions

1. Observation refers to seeing and hearing, recording, reviewing and analyzing performance. This is an ongoing process.
2. Evaluation refers to the making of judgments for the completion of evaluation forms.

B. Forms

1. Each employee must be given a copy of the current evaluation instrument prior to the evaluation. The employee may request to discuss this with the evaluator prior to evaluation.
2. All evaluations shall utilize the current form agreed to by the Board and the Association. The narrative statements are to be made in correlation with the specific job descriptions.
3. The employee and the evaluator must sign the evaluation forms. The employee's signature does not indicate agreement or disagreement, only full knowledge of the contents.

C. Evaluation Report

1. A copy of the completed written evaluation shall be submitted to the employee prior to forty (40) calendar days of the end of the academic school year or the employee's individual work year, whichever comes sooner. In the event the employee believes the evaluation was incomplete or unjust, the employee may request a conference with the evaluator. Employees shall have the right to Association representation at the evaluation conference. Accompanying the request for a conference, the employee shall submit a written statement of his/her objections to the evaluation. The conference shall take place within ten (10) workdays of the request. In the event that the matter is not satisfactorily resolved between the parties, the employee may submit a grievance subject to the provisions of the Master Agreement. The employee may also submit a written statement and supportive materials, which shall be attached to the evaluation form.

D. Frequency and Time Lines for Evaluations

1. All probationary employees shall be evaluated prior to the expiration of the fifty (50) workday probationary period.
2. All non-probationary employees shall be evaluated at least once every three (3) years and within ninety (90) workdays of a change in classification.
3. All current employees as of the date of this Memorandum of Understanding shall receive an evaluation prior to April 15, 1989.
4. Observations/evaluations shall not take place during the first ten (10) workdays of the school year, during the five (5) workdays preceding the Christmas break or on Halloween or Valentines Day.

PUBLIC SCHOOLS OF THE CITY OF MUSKEGON
CLERKS' AND CLASSROOM ASSISTANTS' EVALUATION FORM

Self Evaluation _____
Supervisor Evaluation _____

Name _____ Date _____

Assignment _____

Evaluator's Name _____ Evaluator's Title _____

SECTION 1: PERFORMANCE OF TASKS

Definition of Rating

1. A rating of "1" demonstrates the performing of responsibilities in a most competent manner.
2. A rating of "2" demonstrates the performing of responsibilities at a level which meets held expectations for the position.
3. A rating of "3" indicates that responsibilities may be accomplished satisfactorily on an overall basis, but specific areas must be improved.
4. This level of performance rating serves notice that the extent of effort is clearly unsatisfactory.
5. Not applicable/not observed.

A. PLANNING AND PERFORMING WORK

1 2 3 4 5

Take into account whether work is properly organized, and scheduled for orderly, efficient flow of work. Also consider how well conceived plans and schedules of work are from the standpoint of materials and time; given proper priority to jobs; meeting deadlines, etc.

REMARKS:

B. JOB KNOWLEDGE: HANDLING SPECIALIZED OR TECHNICAL ASPECTS OF THE JOB

1 2 3 4 5

Consider performance in this regard with respect to such things as analyzing problems; obtaining, analyzing, and transmitting data; preparing materials for presentation; completing analytical studies; as well as operating of technical equipment.

REMARKS:

C. CONTRIBUTING CONSTRUCTIVE IDEAS

1
2
3
4
5

Take into account the quantity and quality of ideas contributed; how effectively these are evaluated and communicated.

REMARKS:

D. COORDINATING EFFORTS WITH OTHER DEPARTMENTS

1
2
3
4
5

Take into account such things as being well informed concerning related activities in other departments; and communicating these to others; coordinating work schedules on related or joint projects; providing information and service to other departments, etc.

REMARKS:

E. COORDINATING EFFORTS WITHIN DEPARTMENT

1
2
3
4
5

Take into account being well informed concerning the activities of other personnel within the department; coordinating work schedules on related or joint projects; assisting other personnel during periods of overload, etc.

REMARKS:

SECTION II: PERSONAL CHARACTERISTICS AND SKILLS

Definition of Rating

1. Strong asset – above average
2. Definite asset – average
3. Limited asset – below average
4. Liability – poor

Indicate with the number, which best represents your response on the scale opposite each characteristic.

A. DEPENDABILITY

1
2
3
4
5

Consider ability to do required jobs satisfactorily with a minimum of supervision.

B. ABILITY TO CARRY OUT RESPONSIBILITY

1
2
3
4
5

Consider ability to get things done, to plan well and carry out assigned tasks.

C. ABILITY TO COMMUNICATE

1
2
3
4
5

Consider how effectively written and oral communications are expressed.

D. ABILITY TO WORK WITH OTHERS

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
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Consider cooperation, self-control, ability to get along with others, influence, overall job.

E. INTEREST IN JOB

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
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Consider industriousness, enthusiasm, willingness to work demonstrated in carrying out job assignment.

F. INITIATIVE

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
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Consider initiative and drive shown in carrying out work assignments, willingness to accept responsibility.

G. FLEXIBILITY

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
----------	----------	----------	----------	----------

Consider to what extent does this person react positively to training and new job situations or tasks.

H. ACCURACY

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
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Consider the correctness of work performed.

I. CONSIDERATION OF OTHERS

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
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Consider understanding, patience, and courtesy shown towards other people.

J. CONFIDENTIALITY

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
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Consider ability to retain confidentiality both internally and externally.

K. ATTENDANCE AND PUNCTUALITY

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
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SECTION III: PERFORMANCE STATEMENT

Considering all factors, the work performance of the employee is:

Satisfactory _____ Marginal _____ Unsatisfactory _____

Employee's signature

Evaluator's signature

EVALUATION NARRATIVE

