

**AGREEMENT**

**Between**

**ALLENDALE PUBLIC SCHOOL BOARD OF EDUCATION**

**And**

**ALLENDALE SUPPORT PERSONNEL ASSOCIATION-MEA/NEA**

**for the period from**

**July 1, 2016 through June 30, 2019**

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## ARTICLE 1

### Agreement

This Agreement is entered into this 1<sup>st</sup> day of July, 2016, by and between the Allendale Support Personnel Association - MEA/NEA, hereinafter called the "Union," and Allendale Public Schools Board of Education, hereinafter called the "Employer."

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 2

### Purpose and Extent

#### **2.1 Agreement.**

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

#### **2.2 Severability.**

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may only be modified or amended by written agreement of the parties. Should any provision of this Agreement be found by a court of competent jurisdiction to be contrary to law, or otherwise invalid or unenforceable, the parties shall meet within twenty (20) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement (unless modified or amended by written agreement of the parties).

## ARTICLE 3

### Recognition and Definitions

#### **3.1 Bargaining Unit.**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act as amended (MCLA 423.201 et seq.; MSA 17.455(1) et seq.), for the bargaining unit described as follows:

All regular full-time and regular part-time classroom, preschool, Day Care, Latch Key and Media Aides, and Interventionists (even if teaching certificate is required or possessed); but excluding all employees working exclusively as playground and/or lunchroom supervisors, and excluding all office/clerical, supervisory or confidential employees, and all other employees.

The foregoing bargaining unit description shall be construed to include Aides whose job assignment includes significant responsibility for student supervision in a classroom setting

(e.g. Aide responsible for supervision of student detention room, etc.). The unit will exclude the Employment Training Specialist.

### **3.2 Definitions.**

As used in this Agreement, the following terms shall have the following meanings (unless a different meaning is clearly indicated):

- a. "Employee" or "bargaining unit member" shall mean and refer to any employee of the Employer who is in the bargaining unit (described above) represented by the Union and who is, therefore, subject to this Agreement.
- b. Reference in this Agreement to the male gender shall include the female gender; and reference to the female gender shall include the male gender.
- c. "Employer" shall mean the Allendale Public School, including its Board of Education and its authorized administrative staff.
- d. "Regular full-time employee" shall (for purposes of this Agreement) generally mean and refer to an employee who is regularly scheduled for and normally works thirty-seven and one-half (37-1/2) or more hours per work week within the bargaining unit.
- e. "Regular part-time employee" shall (for purposes of this Agreement) generally mean and refer to an employee who is regularly scheduled for and normally works fifteen (15) or more hours per work week but less than thirty-seven and one-half (37-1/2) hours per work week within the bargaining unit.
- f. "Probationary employee" shall mean and refer to a bargaining unit member who is still in his/her probationary period pursuant to the probationary provisions of the Seniority Article of this Agreement.
- g. "Substitute employee" shall mean and refer to an employee who is temporarily filling the position of a bargaining unit member due to the bargaining unit member's absence or approved leave. A substitute employee shall not, however, be a bargaining unit member.
- h. "School-year employee" shall mean and refer to an employee whose bargaining unit position generally coincides with the school calendar and who is, therefore, regularly scheduled to

work on school days when students are in attendance, but who is not employed on a twelve (12) month basis within the bargaining unit.

- i. "Full-year employee" shall mean and refer to an employee who is employed and regularly scheduled to work on a twelve (12) month basis within the bargaining unit.

## **ARTICLE 4**

### **Agency Shop and Payroll Deductions**

#### **4.1 Dues/Fees.**

Employees shall, upon completion of the probationary period prescribed in the Seniority Article of this Agreement either: (a) become a member of, and pay dues and initiation fees (if any) to, the Union; or (b) not become a member of the union and not pay dues or initiation fees (in any).

#### **4.2 Other Payroll Deductions.**

Employees may authorize (in writing) payroll deductions for such tax deferred annuity programs, savings bonds, charitable contributions, and other lawful purposes as are mutually acceptable to the Union and the Employer. Employees may also authorize (in writing) payroll deposits and/or deductions for banks and/or credit unions of their choosing (unless limited by the Employer).

## **ARTICLE 5**

### **Union Rights**

#### **5.1 Information.**

The Employer shall furnish to the Union, in response to its reasonable written requests, all information and/or records pertaining to the Employer to which the Union is legally entitled, either by virtue of its status as the exclusive representative of bargaining unit employees and/or pursuant to the Michigan Freedom of Information Act.

#### **5.2 Use of Facilities.**

Upon the Union's request and subject to the Employer's prior approval (not to be unreasonably withheld), the Union and its representatives shall be allowed to conduct Union business on the Employer's property, and to make reasonable use of the Employer's office equipment (including but not limited to, typewriters, computers, FAX, photocopiers, and audiovisual equipment) for Union business; provided, however, that any such use of the Employer's facilities and/or equipment shall: (1) not interfere with the Employer's operations; and (2) not interfere with any employee's duty time. The Union shall promptly pay any and all reasonable costs associated with its use of the Employer's facilities and/or equipment.

**5.3 Mail/Notices.**

The Union may post notices of its activities and matters of Union concern on a bulletin board designated by the Employer in each building or facility in which bargaining unit employees are regularly assigned. The Union shall have reasonable use, without cost to the Union, of the Employer's internal delivery system, provided such use does not interfere with the Employer's operation and/or with any employee's duty time. The Employer shall provide mailboxes for all employees.

**5.4 Special Conferences.**

Special conferences for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be promptly scheduled at times mutually agreeable to the parties.

**5.5 Competing Organizations.**

The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

**ARTICLE 6**

**Employer Rights**

**6.1 Generally.**

The Employer, on its own behalf and on behalf of the District's constituents and electors, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon or vested in it by the rules, regulations, laws and/or constitution of the State of Michigan and/or United States, or which have been properly exercised by it, except where expressly and specifically limited by the provisions of this Agreement.

**6.2 Illustrative.**

By way of illustration, but not of limitation, the Employer retains the right to establish and enforce rules, regulations and policies covering all employees and governing their employment with the Employer; to manage and control school property and facilities; to hire employees and to determine their qualifications and the conditions of their continued employment; to determine the size of the work force, to increase or decrease its size, and to determine the circumstances under which employees will be laid off or recalled; to discipline (up to and including discharge) employees; to determine the hours of work and working schedules of employees; to determine the work assignment(s) of employees and to transfer or reassign such employees, and to otherwise direct the work force in all regards; to use working supervisors and/or volunteers; and in all other respects to perform the customary and usual functions of management, except where expressly and specifically limited by the provisions of this Agreement.

## ARTICLE 7

### Bargaining Unit Member Rights and Protections

#### **7.1 Individual Rights.**

Nothing contained in this Agreement shall be construed to deny or restrict such rights and privileges as bargaining unit members or the Board may have under applicable state or federal laws or regulations, including (without limitation) laws or regulations prohibiting discrimination on the basis of race, age, religion, sex, national origin, height, weight, marital status, or any other legally prohibited factor(s). The rights and privileges granted to bargaining unit members and the Board pursuant to this Agreement shall be deemed to be in addition to those provided under applicable state or federal laws or regulations.

#### **7.2 Representation.**

A bargaining unit member shall be entitled to have a representative of the Union present during any meeting with the Employer which will or may (in the reasonable belief of the employee) result in disciplinary action against the employee. If such representation is requested by a bargaining unit member, the Employer shall refrain from taking any action against the employee, except for placing the employee on paid administrative leave (if deemed appropriate by the Employer), until a Union representative is present.

#### **7.3 Personnel Files.**

A bargaining unit member shall, upon reasonable requests and at reasonable intervals, be afforded an opportunity to review his/her personnel records and to have a representative of the Union accompany him/her in such review.

Complaints against a bargaining unit member shall (if they are to be placed in the employee's personnel file or used as the basis for the employee's discipline): (a) be reduced to writing, (b) identify the name(s) of the complainant(s) if known, (c) be investigated by (or on behalf of) the District to determine accuracy (i.e. complaints determined to be false shall not be placed in employee's file or used as a basis for the employee's discipline), and (d) be brought to the attention of the employee. If the employee disagrees with the written complaint(s), or with any disciplinary record(s) contained in his/her personnel file, the employee may submit a written dated and signed response or reply and (in such event) the same shall be attached to the file copy of the complaint or disciplinary record.

#### **7.4 Discipline and Discharge.**

No non-probationary employee shall be disciplined without just cause. As used in this Agreement, the term "discipline" shall include any level of discipline up to and including discharge. The reason(s) for disciplinary action against a non-probationary employee shall be presented to the employee when the discipline is imposed.

**7.5 Sexual Harassment.**

A copy of the Board's policy pertaining to and prohibiting sexual harassment shall be issued to each employee following his/her employment, and thereafter as and when the policy is amended.

**ARTICLE 8**

**Grievance Procedure**

**8.1 Definition.**

A grievance shall be defined as an official complaint filed by an employee, group of employees, or the Union based on alleged violations of specific provisions of this Agreement.

**8.2 Exclusions.**

Notwithstanding the foregoing definition, it is understood and agreed that the following matters are not subject to and may not be processed under the grievance procedure contained in this Agreement:

- (a) Employee evaluations, except with respect to procedural violations;
- (b) The termination, failure to re-employ or non-renewal of any probationary employee;
- (c) Any issue barred from the scope of the grievance procedure, including all prohibited subjects as stated in MCL 423.215(3);
- (d) Any arguments not previously raised by a party through the formal grievance documents (grievance form, grievance appeals to Levels 2 and 3, and grievance responses) prior to demanding arbitration;
- (e) The establishment of a wage scale; and
- (f) Any issue requiring interpretation of or ruling on a subject where there is a procedure prescribed under the law for seeking relief (e.g. EEOC, MDCR, MERC, Department of Labor)

**8.3 General Provisions.**

- (a) All grievance documents or records shall be filed separately from the personnel files of the participants.
- (b) Nothing contained herein shall be construed as limiting the right of a grievant to discuss a matter informally with any appropriate member of the administration in an effort to resolve the matter without recourse to the



grievance procedure; provided, however, that any such resolution shall not be inconsistent with the terms of this Agreement unless the Union was allowed to participate in the resolution and concurs with it.

- (c) The term "days," as used in this grievance procedure, shall mean and refer to school days (i.e. days when students are scheduled to be in attendance).
- (d) The number of days indicated at each level of the grievance procedure shall be considered a maximum, and the parties shall attempt to expedite the process when reasonably possible. The time limits contained in the grievance procedure may be compressed or extended, in writing, by mutual consent.
- (e) A grievance which is not timely filed or appealed shall be considered as dropped or abandoned, and may not thereafter be processed. In the event the administration fails or neglects to issue a timely answer or response, the grievance will be deemed to have been denied and may be appealed to the next level.
- (f) Grievances may, upon mutual agreement of the parties, be filed at Level Two or Level Three of the grievance procedure; provided, however, that such filing shall not alter the timeliness and procedural (i.e. contents of written grievance) requirements of Level One and/or Level Two.
- (g) No reprisals of any kind shall be taken by or against any party or any participants in the grievance procedure by reason of such party's or participant's good faith participation.

#### **8.4 Specific Procedure.**

In addition to the foregoing, the specific procedures below shall be followed:

(a) Level One - Informal Meeting:

When a bargaining unit member(s) or the Union believe(s) a grievable event has occurred, and if it is to be grieved, the affected employee(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the matter informally.

The meeting must be requested within thirty (30) days following the grievable event, or (if the grievable event could not have been detected) within thirty (30) days following the time when it might have been detected, but in no event later than sixty (60) days following the grievable event.

The immediate supervisor shall meet with the grievant and the Union within ten (10) days following the request for an informal meeting. If the

matter is not promptly and satisfactorily resolved pursuant to this informal step, a written grievance may be filed as provided in Level Two (below).

(b) Level Two - Immediate Supervisor:

- (i) If a grievance is not promptly and satisfactorily resolved at Level One (above), a formal grievance may be filed subject to and in accordance with the following terms and conditions:
  - a. The grievance must be in writing, and must be filed with the principal or appropriate administrator within ten (10) days following the informal meeting held pursuant to Level One (above).
- (ii) The written grievance must also include the following:
  - a. It shall be identified as "individual" or "Union," and shall be signed by the individual(s) or a Union representative (as the case may be);
  - b. It must identify the specific provision(s) of this Agreement which have been allegedly violated;
  - c. It must state the facts supporting the alleged violation; and
  - d. It must specify the relief requested.
- (iii) The principal or appropriate administrator will respond to the grievance, in writing, within ten (10) days following receipt of the grievance at Level Two.

(c) Level Three - Superintendent:

- (i) If a grievance is not satisfactorily resolved at Level Two, the grievant may appeal it to the Superintendent, in writing, within ten (10) days following issuance of the Level Two written answer (or following the time when it should have been issued if it was not timely issued).
- (ii) Within ten (10) days of the receipt of the grievance, the Superintendent (or his/her designee) shall meet with the grievant and/or the Union to hear and discuss the grievance.
- (iii) Within ten (10) days following the meeting at Level Three, the Superintendent (or his/her designee) shall render a written decision on the grievance.

(d) Level Four- Arbitration:

If a grievance is not satisfactorily resolved at Level Three the Association may submit the grievance to arbitration within thirty (30) days from receipt of the Level Three response. In the event the Association fails to demand arbitration within thirty (30) days, the District's Level Three response shall be final and the grievance shall be considered resolved on that basis.

- (i) **Arbitration Demand.** To initiate arbitration, the Association must file the Demand for Arbitration with FMCS within thirty (30) days after the time limit in Level Three. The arbitrator will be selected and the hearing will be conducted in accordance with procedures of FMCS. The party requesting arbitration shall be responsible for the fees of FMCS for filing with FMCS and providing the panel of arbitrators. The party requesting a second panel will be responsible for the cost of FMCS providing the second panel.
- (ii) **Arbitration Decision.** The decision of the arbitrator shall be final and binding upon the parties. The power of the arbitrator shall be limited to the interpretation of the express terms of this Agreement. The arbitrator shall have no power to alter, modify, disregard, add to, or subtract from the terms of this Agreement as written nor will the arbitrator issue any decision which requires the commission of an act prohibited by law. The arbitrator shall not have authority to issue a back pay award for an amount in excess of an employee's lost hourly

wage rate for a period to exceed twenty (20) days prior to the date the grievance was filed less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

- (iii) Costs of Arbitration. The fees and expenses of the arbitrator shall be paid by the losing party as determined by the arbitrator. Each party shall be responsible for the fees, expenses, wages and any other compensation of its own witnesses, representatives and legal counsel.
- (iv) Upon request of either the Employer or the Association, a transcript of the hearing shall be made and furnished to the arbitrator with the Employer and the Association having the opportunity to purchase their own copy.
- (v) If the issue of arbitrability of any grievance is raised, the arbitrator shall not determine the merit of any grievance unless arbitrability has been affirmatively decided, and the Employer may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue.

## **ARTICLE 9**

### **School Closure**

#### **9.1 School Closing/Delay.**

When inclement weather (e.g. "fog delays") or other acts of God, or an Employer directive, force delayed start of school for students prior to the start of the school day, bargaining unit members (exclusive of Day Care and Latch Key Aides) shall be excused from reporting for duty, without loss of pay, during the period of the delayed start.

When inclement weather (e.g. "snow days") or other acts of God force the closing of school for students prior to the start of the school day, bargaining unit members shall be excused from reporting for duty, without loss of pay, for the first three such days in a school year. Any subsequent school closing days, employees will be paid for half (3.75 hours) of the snow day, for any employees who do not report to work. Employees who report to work within 4 hours of their regularly assigned start time shall not suffer any loss of pay and will be paid for the four hours and any additional hours worked, up to a full day. Employees may work additional hours during a pay period up to forty (40) hours per week if they choose not to come in on a snow day. Employees shall only receive pay on snow days for days they were scheduled to work. If on a snow day beyond three days the District directs staff not to report, bargaining unit members shall be excused from reporting for duty, without loss of pay.

## **9.2 Cancellation After Opening.**

If school is canceled for students after employees have reported for their scheduled work, bargaining unit members (exclusive of Day Care and Latch Key Aides) shall be dismissed and excused from work for the balance of the school day without loss of pay.

## **9.3 Day Care/Latch Key.**

a. Due to the nature of the programs in which they work, bargaining unit members employed as Day Care Aides or Latch Key Aides shall report for and work their regularly scheduled hours, notwithstanding delayed starts or cancellations after opening, unless they are expressly excused from doing so by an authorized administrator. Such employees shall, however, receive both the delayed start or cancellation pay for which they would otherwise have been eligible and their regular hourly rate of pay for the hours they actually work.

b. If a Day Care or Latch Key Aide is unable (by virtue of the inclement weather) to work his/her scheduled hours during a period when school is delayed (pursuant to Paragraph 9.1 above), such Day Care or Latch Key Aide shall receive the pay prescribed in Paragraph 9.1, and any other bargaining unit member called in to work the Day Care or Latch Key Aide's lost hours shall receive both the delayed start pay and their regular hourly rate of pay for the hours they actually work.

# **ARTICLE 10**

## **Negotiations Procedure**

### **10.1 Terms of Agreement.**

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Upon mutual consent, however, the parties may agree to renegotiate the provisions of this Agreement, or to negotiate other subjects of bargaining, during this Agreement.

### **10.2 Negotiations Release Time.**

When negotiations are conducted during regular work hours, released time without loss of pay may, in the Employer's discretion, be provided for the Union's representatives.

### **10.3 Negotiations.**

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement, (except for such letters of understanding as may be mutually agreed upon from time to time) shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The time(s) and place(s) for negotiations shall be subject to agreement by the parties.

#### **10.4 Agreement.**

There shall be two (2) signed copies of any final agreement. At least one (1) copy shall be retained by the Employer and at least one (1) by the Union.

#### **10.5 Waiver Clause.**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### **ARTICLE 11**

#### **Work Schedules and Pay Periods**

##### **11.1 Work Schedules.**

(a) Work schedules, including regularly scheduled work days and work hours (and including normal starting times and ending times) shall be as determined by the Employer. Tentative work schedules shall be prepared and given to each employee by August 1<sup>st</sup> or as soon thereafter as reasonably possible.

(b) Work schedules shall be subject to change as the Employer's needs may require; and the Employer reserves the right to make changes in work schedules. Advance notice of schedule changes shall be given to the affected employees at least seven (7) days prior to the scheduled date of change wherever reasonably possible.

##### **11.2 Work Year.**

(a) All employees shall generally be scheduled on a school year (i.e. consistent with the student calendar) basis, exclusive of any breaks or holidays for which they are eligible. Employees may, but are not required to work a full day on scheduled student half days. Employees shall attend four (4) hours of staff or internal professional development meetings per school year, as assigned by the building administrator.

##### **11.3 Summer Work.**

School year employees (i.e. those who are not normally scheduled to work during the summer break) who agree to perform scheduled bargaining unit work during the summer break shall receive the pay rate applicable to the classification or position to which they are assigned.

#### **11.4 Lunch Periods.**

(a) Day Care employees working more than four (4) consecutive hours per work day, (and Latch Key employees when they are working an all-day Latch Key schedule), shall receive a thirty (30) minute paid lunch period during which they will be "on call."

(b) All other employees (i.e. those not subject to Paragraph 11.4(a) above) working more than four (4) consecutive hours per work day shall be entitled to a thirty (30) minute duty-free and unpaid lunch period; provided, however, that if they are required by the Employer to work during their lunch period it shall then be paid.

(c) All lunch periods shall occur at such times as the Employer may determine, consistent with its needs.

#### **11.5 In-Service.**

(a) Employees may request approval to attend additional in-service training opportunities, and if approved (in the Employer's discretion) shall be paid their regular rate of pay for the actual in-service training time. With respect to such voluntary in-service training, the Employer shall also pay such associated training fees or costs (e.g. registration fees, course materials, meals, travel, lodging, etc.) as are approved by the Employer (in its discretion) in writing in advance.

(b) Employees who are required by the Employer to attend in-service training opportunities shall be paid their regular rate of pay for the actual in-service training time. With respect to such required in-service training, the Employer shall pay all associated training fees or costs (e.g. registration fees, course materials, meals, travel, lodging, etc.).

(c) To meet special education aide qualifications, an aide must complete all of the following within one (1) year of accepting the position (provided the trainings are offered by the ISD or another approved training facility: (1) at least one Autism Spectrum Disorder (ASD) training; (2) one Crisis Prevention Intervention (CPI) training; and (3) one Para-pro training. The district will pay the registration cost and mileage for these trainings, if not completed on site.

#### **11.6 Pay Period and Pay Day.**

The Employer has a two (2) week pay period which ends at 11:00 p.m. every other Saturday. All hours worked during such pay period will be paid on or before the following Friday, provided the employee has timely complied with all reporting requirements (e.g. submission of proper time card, etc.).

#### **11.7 Overtime Pay and Premium Pay.**

(a) Time and one-half (1-1/2) an employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours per work week. For purposes of this paragraph, a "work week" shall mean a seven (7) day period from 11:00 p.m. to 11:00 p.m. on successive Saturdays.

(b) No overtime hours shall be worked without the Employer's prior approval, except in the case of an emergency.

(c) Overtime eligibility shall be based solely on hours actually worked - i.e. paid time off (e.g. for vacations, holidays, sick leave, etc.) shall not be counted as hours worked for overtime purposes.

(d) Employees who are required by the Employer to work on a Sunday or a paid holiday (recognized pursuant to this Agreement) shall receive two (2) times their regular rate of pay for all such hours worked; provided, however, that this provision shall not apply to any employee whose regular work schedule includes Sundays or holidays.

(e) There shall be no pyramiding of overtime and premium pay - i.e. no hours shall be paid at more than twice the employee's regular hourly rate.

## ARTICLE 12

### General Working Conditions

#### **12.1 Safety and Supplies.**

The Employer will take reasonable and appropriate measures to ensure that employees are not subjected to working conditions which materially endanger their health and safety. The Employer shall provide, or cause to be provided, such instruction, supplies and/or equipment as may be reasonably required to enable employees to perform their assigned duties.

#### **12.2 Student Discipline.**

The Employer will provide employees with administrative support and assistance including, but not limited to, the establishment, distribution, and enforcement of rules and regulations governing student conduct. Employees may request a copy of the district rules and regulations governing student conduct at the commencement of each school year.

#### **12.3 Student Medication.**

To the extent bargaining unit employees may be called upon (if at all) to dispense medication to students, they shall do so only in accordance with the District's formal policy governing the dispensing of medication to students. Employees shall be given a copy of this policy upon employment in the bargaining unit, and thereafter as and when the policy is amended. If medical or similar procedures are required, volunteers will be sought within the building to perform said procedures. Employees will be trained by a licensed/certified trainer regarding medical procedures. Employees shall be paid their regular hourly rate to attend training that occurs outside of normal working hours.

#### **12.4 Supervision.**

The Employer shall, with respect to each employee, designate one or more persons who will serve as the employee's primary supervisor(s); and notification of such designation shall be provided to each employee.



### **12.5 Expectations/Limitations.**

(a) Bargaining unit members shall not be expected or required to substitute, at any time, for certified classroom teachers.

(b) Employees shall not be expected or required to perform personal (i.e. non-school related) work for the teachers, administrators or others with whom they work.

(c) Employees shall be paid their normal hourly wage rate for any work outside the employee's normal work day (e.g. for parent/teacher conferences, open houses, committee meetings, graduation ceremonies, required CPR and/or first aid training, etc.) if such work is required by the Employer in the employee's capacity as a bargaining unit member.

(d) To the extent reasonably possible, an employee shall not be required to work in a given facility alone.

### **12.6 Pay Records.**

Employees may obtain from the District's business or payroll office information pertaining to their accumulated paid sick leave, paid vacation leave, paid personal leave, and annual hours worked.

## **ARTICLE 13**

### **Seniority**

#### **13.1 Probationary Employees.**

Each employee shall be considered to be on probation, and shall have no seniority, until the employee completes sixty (60) days of work in a bargaining unit position. During the probationary period, an employee may be laid off or discharged by the Employer without regard for the provisions of this Agreement and without recourse to the grievance procedure. The Employer shall have no obligation to rehire or recall an employee who is laid off or discharged during the employee's probationary period, or to retain any employee for the full length of probation. Upon successful completion of the probationary period, an employee shall attain seniority effective retroactively to the employee's last hiring date in a bargaining unit position.

#### **13.2 Seniority Defined.**

Seniority shall be defined as an employee's length of employment with the Employer since the employee's last hiring date in a bargaining unit position. In the event more than one employee hired (into the bargaining unit) after 6-1-04 has the same hiring date, such employee's position on the seniority list shall be determined by the last four Social Security digits. The person with the highest number shall have the greatest seniority.

### **13.3 Seniority Lists.**

A current seniority list (unit-wide) shall be prepared by the Employer and shall be provided to the Union promptly following execution of this Agreement; and a revised seniority list (unit-wide) shall be prepared by the Employer and shall be provided to the Union at least annually thereafter.

### **13.4 Loss of Seniority.**

An employee shall lose all seniority, and the employment relationship shall cease, upon the happening of any of the following events:

- (a) The employee quits, resigns or retires;
- (b) The employee is discharged or terminated;
- (c) The employee is laid off without recall rights (e.g. if probationary) or is laid off for a continuous period in excess of three (3) years (e.g. if a seniority employee); or
- (d) The employee fails to timely return to work as scheduled following an approved leave of absence; or the employee fails to report for work (within the time required in this Agreement) following a recall from layoff.

## **ARTICLE 14**

### **Vacancies, Transfers, and Promotions**

#### **14.1 Vacancy.**

As used in this Article, a "vacancy" shall mean and refer to a bargaining unit position, whether newly-created or resulting from a departure, that is not filled. Vacancy shall not, however, include either: (a) a temporary opening during a bargaining unit member's leave of absence, or (b) an existing position which is being expanded or constricted (e.g. in scheduled hours).

#### **14.2 Posting.**

All vacancies shall be posted, in the office (or in some other conspicuous place) in each District building to which any bargaining unit member is regularly assigned, for a period of ten (10) or more calendar days before filling the vacancy on a regular basis. The Employer may, however, fill a vacancy on a temporary basis when reasonably necessary during the posting period. Said posting shall include:

- (a) The job title or type of work;
- (b) The classification and rate of pay;

- (c) The anticipated starting date, position location(s), and work hours; and
- (d) A description of any formal qualifications or credentials (e.g. certifications, etc.) required for the position.

#### **14.3 Notification and Application.**

(a) If the initial posting occurs during a summer recess period, all bargaining unit members will receive notification of the vacancy via email.

(b) Persons interested in the posted vacancy may apply, in writing, to the Superintendent (or his/her designee) within the ten (10) calendar day posting period. Applications received thereafter may, but need not, be considered.

#### **14.4 Selection and Notice.**

(a) Qualified employees of the bargaining unit shall be considered and hired before external candidates are considered or interviewed. If employees of the bargaining unit apply and are qualified for the job, the job shall be awarded on the basis of seniority.

(b) The Union shall be notified of the applicant having been selected; and any unsuccessful applicants shall be so notified.

#### **14.5 Transfers.**

(a) Involuntary transfers between positions may be made when, in the reasonable opinion of the Employer, they are necessary or advisable. Such involuntary transfers shall not, however, be made for reasons which are arbitrary or capricious. Before making an involuntary transfer pursuant to this paragraph, however, the Employer shall consult with the Union President or Vice President to explore the possibility of making a mutually acceptable (i.e. to the Employer and the Union) switch in the assignments of two or more employees.

(b) Employees shall not be placed on a lower step of the wage schedule due to an involuntary transfer between positions, and transferred employees shall not suffer any loss of seniority, or of accrued but unused benefits (e.g. paid vacation, paid holiday, paid sick leave, paid personal days, etc.), as a result of a transfer between positions.

(c) The benefits employees receive following a transfer between positions, whether voluntary or involuntary, shall be those applicable to the new position.

(d) An employee who is involuntarily transferred from one position to another for reasons unrelated to the employee's job performance shall be afforded the first opportunity to return to his/her former position (i.e. from which he/she was involuntarily transferred) when the former position next becomes vacant. The Employer shall not, in such event, be required to post the vacancy unless the employee declines reassignment to his/her former position.

## ARTICLE 15

### Layoff and Recall

#### **15.1 Layoff Defined.**

(a) A layoff means a reduction in the bargaining unit work force (beyond normal attrition) for any reason determined by the Employer.

(b) The Employer shall determine the classification(s) affected and the positions to be eliminated.

(c) A layoff may involve either the elimination of positions and/or a reduction in work hours; provided, however, that a work hour reduction shall only be deemed a layoff (i.e. partial layoff) if it reduces the employee's bargaining unit work schedule by forty (40) or more hours per month.

(d) Notwithstanding paragraph 15.1(c) above, employees working as Day Care, Latch Key or Health Aides shall not be deemed partially laid off regardless of any reduction in their work schedules; and such Day Care, Latch Key and Health Aides shall have no bumping rights upon a reduction of their work schedules.

#### **15.2 Layoff Procedures.**

When a layoff occurs within the bargaining unit, the following procedures shall be followed:

- (a) Temporary or substitute (i.e. non-bargaining unit) employees shall be laid off first, provided there are probationary or seniority (i.e. non-probationary) employees who are qualified, in the reasonable opinion of the Employer, to fill the remaining positions.
- (b) Probationary employees shall be laid off next, provided there are seniority (i.e. non-probationary) employees who are qualified, in the reasonable opinion of the Employer, to fill the remaining positions.
- (c) If seniority (i.e. non-probationary) employees are to be laid off, the least senior employee(s) in the classification(s) within which the layoff(s) are to occur shall be laid off first, provided there are other seniority employees within such classification(s) who are qualified, in the reasonable opinion of the Employer, to fill the remaining positions.

- (d) Written notification of layoff shall be given the employee(s) being laid off not less than thirty (30) calendar days before the effective date of the layoff.
- (e) Employees remaining following a layoff shall be subject to such transfers or reassignments within the bargaining unit as may be deemed reasonably necessary by the Employer to fill the remaining positions.

### **15.3 Bumping.**

Upon being laid off pursuant to this Article, seniority (i.e. non-probationary) employees only shall have bumping rights as follows:

- (a) A laid off seniority employee may bump the least senior employee in a position with equal hours to the laid off employee's position. If no position with equal hours is held by a less senior employee, the laid off employee may bump the next less senior employee holding the position with the most hours.
- (b) Notwithstanding the provisions of Section 15.3(a) above, the following bumping provisions shall also apply:
  - (i) Bumping of a more senior employee shall not be allowed.
  - (ii) A part-time employee shall not be allowed to bump a full-time employee. (Solely for purposes of applying this bumping limitation, "part-time" shall mean less than twenty (20) regularly scheduled hours per week; and "full-time" shall mean twenty (20) or more regularly scheduled hours per week.)
  - (iii) Bumping shall only be allowed if the laid off employee is qualified, in the reasonable opinion of the Employer, to fill the position or assignment.
  - (iv) If multiple employees are being laid off at the same time, then the order of bumping shall begin with the least senior laid off employee and proceed through the most senior laid off employee. Each such laid off employee may either forego bumping or exercise his/her

bumping rights in accordance with the provisions and limitations of this Section 15.3.

- (c) An employee having bumping rights pursuant to this Article must exercise the same (if at all), in writing, to the Superintendent (or his/her designee) within three (3) calendar days of being notified of the layoff. Upon the exercise of the foregoing bumping rights, the least senior person being bumped shall in turn be laid off and so notified.

#### **15.4 Substitute Priority.**

To the extent seniority (i.e. non-probationary) employees are laid off and retain recall rights pursuant to this Article, such employees shall be given priority consideration (based on their seniority) for any temporary substitute assignments within the bargaining unit for which they are qualified (in the reasonable opinion of the Employer).

#### **15.5 Recall.**

If the Employer determines to increase the size of the bargaining unit work force following a layoff, by recreating one or more bargaining unit positions, or when a vacancy occurs due to a resignation, termination or retirement, the following recall provisions or procedures shall apply:

- (a) Recall rights shall only be afforded to seniority (i.e. non-probationary) employees who have been laid off for a period not exceeding three (3) years.
- (b) Seniority employees having recall rights shall be recalled, in the order of their seniority (i.e. most senior first), to bargaining unit positions for which they are qualified (in the reasonable opinion of the Employer).
- (c) Recall notices shall be sent, by certified or registered mail, to the last known address of the employee being recalled. The recall notice shall state the date upon which the employee is to report back to work. It shall be the bargaining unit member's responsibility to notify the Employer of his/her current address. Recall notices shall be deemed to have been given upon mailing as herein provided. Recalled employees shall have at least fifteen (15) calendar days, following mailing of the recall notice, within which to notify the Employer of his/her intent to report for work on the date prescribed. The Employer may, however, fill the position on a temporary basis during this period.

- (d) All bargaining unit positions shall be posted and filled by qualified internal candidates whenever possible. Positions not filled by internal candidates will then be filled by employees eligible to be recalled from layoff.
- (e) An employee who declines recall to a position which is equivalent or superior (in pay and/or benefits) to the position from which the employee was laid off shall forfeit all further recall rights. An employee who accepts recall to a position which is inferior (in pay and/or benefits) to the position from which the employee was laid off shall retain recall rights (for the balance of the recall period) to a position which is equivalent or superior (in pay and/or benefits) to the position from which the employee was laid off.

#### **15.6 New Hires.**

New hires shall not be employed (i.e. paid) to perform bargaining unit work while there are bargaining unit members laid off who retain recall rights and are qualified, in the reasonable opinion of the Employer, for the available work.

### **ARTICLE 16**

#### **Paid Sick Days**

##### **16.1 Paid Sick Days.**

(a) Employees shall earn one (1) paid sick day (equal to eight [8] hours) for each one hundred thirty(130) paid hours of bargaining unit work during each fiscal year (July 1 through June 30), up to a maximum of twelve (12) paid sick days in any given fiscal year. Paid sick days earned but unused may be accumulated and carried over, from one fiscal year to the next, up to but not exceeding a total of sixty (60) paid sick days.

(b) Notwithstanding the paid sick day earning rate prescribed in sub-paragraph (a) above, employees shall (at the beginning of each school year) be credited with the amount of paid sick time they are expected (based on their bargaining unit work schedule) to earn during the year. Subsequent adjustments, however, shall be made as follows:

- (i) If, upon completion of the school year, it is determined that the employee should have earned more paid sick time than was credited at the beginning of the school year, the employee will have the additional paid sick time earned (up to the annual and carryover maximums prescribed above) credited to his/her paid sick time allowance.
- (ii) If the employee used paid sick time in excess of what should have been available (i.e. based on the carryover allowance and earning rate prescribed above), then and in such event the

Employer shall adjust (i.e. downward) the employee's paid sick time allowance for the next year by the amount of paid sick time used in excess of the above earning rate.

- (iii) If an employee resigns or is terminated at a time when he/she has used paid sick time in excess of the carryover allowance and earning rate prescribed above, the employee shall repay the Employer for the amount of such excess use. Such repayment may be made by deducting the amount of such excess from any wage or other payments remaining due the employee at the time of separation or otherwise by direct reimbursement from the employee.

(c) Upon retirement or separation from the District after ten years of employment with the District in the bargaining unit, a bargaining unit member shall be paid \$37.50 per day for each unused accumulated sick day.

## **16.2 Sick Day Usage.**

Paid sick days may be used by employees for the following reasons and subject to the following conditions:

- (a) Paid sick days may be used in the event an employee is unable to work due to the employee's personal illness, injury or disability.
- (b) Up to three (3) paid sick days per fiscal year may be used in connection with the illness, injury or disability of an employee's immediate family (defined as spouse and/or children).
- (c) In the event an employee is unable to work due to an illness, injury or disability compensable under the Worker's Disability Compensation Act, paid sick days may be used on a pro-rata basis to make up the difference between the employee's workers compensation benefits and his/her regular pay.
- (d) As a condition of receiving paid sick days, employees shall provide such evidence or verification of paid sick day eligibility as the Employer may reasonably require.



## ARTICLE 17

### Leaves of Absence

#### **17.1 Personal Business.**

(a) Two (2) paid personal business days per fiscal year, pro-rated for part-time employees based on their part-time status in relation to full-time status, shall be granted to each employee. Paid personal business days shall be used at times mutually agreed upon by the employee and his/her supervisor.

(b) Unused paid personal days may not be accumulated or carried over from one fiscal year to the next. An unpaid personal business day shall, however, be added to the employee's paid sick time accumulation if (but only if) the employee's paid sick time accumulation is then below the maximum allowed.

#### **17.2 Judicial Leave.**

(a) An employee who is unable to work due to jury duty shall be given a leave of absence and shall be paid the difference between the jury duty pay and his/her regular pay for the work hours lost due to the jury duty.

(b) An employee who is subpoenaed to appear as a witness in a judicial or administrative proceeding shall be given a leave of absence for such purpose. If the subpoena results from the employee's employment with the District (e.g. in a case involving a student, a student's parents, etc.), then the employee shall be paid the difference between the witness fees and his/her regular pay for the work hours lost due to the subpoena.

#### **17.3 Military Leave.**

Upon entering any branch of the U.S. Armed Forces, and to enable participation in any training required by a military reserve unit, employees shall be given an unpaid leave of absence for such purpose(s). Employees who are honorably discharged from such military service shall have such re-employment rights as are afforded under federal law.

#### **17.4 Bereavement Leave.**

(a) Employees shall be granted up to three (3) days of paid bereavement leave, pro-rated for part-time employees based on their part-time status in relation to full-time status, for scheduled work days missed due to the death of an employee's immediate family member. As used in this paragraph, the term "immediate family member" includes: spouse, child, step-child, parent, brother, sister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, step-grandchildren, foster children, or other family members residing in the employee's household.

(b) Paid bereavement leave shall not be granted on a paid holiday or during any leave of absence (paid or unpaid).

### **17.5 Family and Medical Leave.**

(a) A leave of absence of up to twelve (12) weeks during any consecutive (i.e. rolling) twelve (12) month period shall be granted to eligible employees in accordance with the Family and Medical Leave Act ("FMLA") for the purposes permitted by the FMLA.

(b) Paid sick leave time shall be counted as part of the FMLA leave time when the FMLA leave is used for purposes for which paid sick leave is available and applicable. All other FMLA leave time shall, however, be unpaid.

### **17.6 Unpaid Personal Leaves.**

Employees who are not eligible for paid sick leave, paid bereavement leave, FMLA leave, or other leaves of absence specified above, may request (in writing) an unpaid personal leave of absence. The granting or denial of any such unpaid personal leave of absence shall be in the Employer's discretion; and neither the granting nor denial of any such unpaid personal leave in any given case shall constitute any practice or precedent with respect to any other case. Any such personal leave, if granted, shall not be for any period in excess of one (1) year; and the renewal or extension (if any) of any such unpaid personal leave shall also be in the Employer's discretion.

## **ARTICLE 18**

### **Paid Vacations**

#### **18.1 Vacation Eligibility.**

The following employees shall be eligible for paid vacation benefits:

- (a) Any full-year employee (as defined in Paragraph 3.2i) who has worked for the Employer for at least one (1) year and who is regularly scheduled for 1,600 or more hours of bargaining unit work per fiscal year (July 1 through June 30); and
- (b) Any employee who, during the immediately preceding fiscal year (July 1 through June 30), worked 1,600 or more hours for the Employer in any capacity (i.e. after aggregating the employee's bargaining unit hours and any other hours [e.g. summer custodial work, etc.]) and who worked throughout the fiscal year (i.e. on a 12 month basis.)

#### **18.2 Vacation Benefit.**

Employees who are eligible for paid vacation benefits during a given fiscal year, whether pursuant to Paragraph 18.1(a) or 18.1(b) above, shall receive the following paid vacation benefit:

- (a) An employee who has completed one (1) year of employment shall, during the fiscal year of eligibility, receive five (5) paid vacation days. Such paid vacation days shall be pro-rated (i.e.

for employees whose work day hours fluctuate, a reasonable pay period average shall be used).

- (b) An employee who has completed two (2) or more years of employment shall, during the fiscal year of eligibility, receive ten (10) paid vacation days. Such paid vacation days shall be pro-rated (i.e. for employees whose work day hours fluctuate, a reasonable pay period average shall be used).
- (c) A full-year employee (as defined in Paragraph 3.2i) who has completed five (5) or more years of employment and is regularly scheduled for 1,600 or more hours of bargaining unit work per fiscal year shall, during the fiscal year of eligibility, receive fifteen (15) paid vacation days. Such paid vacation days shall be pro-rated (i.e. for employees whose work day hours fluctuate, a reasonable pay period average shall be used).

### **18.3 Vacation Use.**

(a) All paid vacation days shall be taken in increments of not less than one-half (1/2) day, at times approved in advance by the employee's supervisor.

(b) Any unused paid vacation time may not be accumulated and shall not be carried over from one fiscal year to the next; and unused paid vacation time shall be lost. Notwithstanding the foregoing, however, if an employee is unable to take his/her accrued paid vacation time solely as a result of the Employer's refusal to approve it, then any earned but unused paid vacation time lost solely due to such refusal shall be paid upon conclusion of the fiscal year; provided, however, that this pay in lieu of vacation provision shall not apply to vacation time sought and denied during the last thirty (30) days of a fiscal year.

### **18.4 Pay Upon Termination.**

(a) If and to the extent vacation pay has been earned but not paid at the time of an employee's voluntary termination of employment, and if the employee gave the Employer at least fourteen (14) calendar days' advance written notice before such termination, then such earned vacation pay will be paid to the employee upon termination; provided, however, that paid vacation days may not be used to satisfy the advance notice requirement. Notwithstanding the above provisions of this section, the Employer may in its sole discretion waive the fourteen (14) calendar day notice requirement under extenuating circumstances.

(b) In the event of an employee's death, any unused paid vacation for which the employee was eligible shall be paid to the named beneficiary or, in the absence of such designation, to the personal representative of the employee's estate.

(c) No vacation pay shall be made to employees upon discharge for gross misconduct.

## ARTICLE 19

### Paid Holidays

#### 19.1 Paid Holidays.

(a) All employees shall have the following days off with pay:

Labor Day  
Day before Thanksgiving Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
Day after Christmas  
New Year's Eve Day  
New Year's Day  
One day during mid-winter break  
Memorial Day  
Last Friday before Spring Break

(b) Full-year employees (as defined in Paragraph 3.2i) shall also have Independence Day off with pay. Similarly, if a school-year employee is employed by the District (in any capacity) throughout the summer recess period (i.e. exclusive of paid vacation time, etc.), such employee shall also have Independence Day off with pay.

(c) When a designated holiday falls on a Saturday or Sunday, it will instead be observed on an alternate day of the Employer's choosing - generally the preceding Friday or the following Monday (provided school is not in session).

#### 19.2 Eligibility for Holiday Pay.

(a) To be eligible for holiday pay, an employee must have worked his/her last scheduled work day immediately preceding and his/her first scheduled work day immediately following the holiday unless the employee's absence was: (i) approved by the Employer, or (ii) the result of a doctor-verified personal illness.

(b) If a holiday falls within an employee's authorized paid vacation and the employee is otherwise eligible for holiday pay, the day of the holiday shall be paid as a holiday and shall not be charged as a vacation day.

#### 19.3 Holiday Pay.

Employees who are eligible for holiday pay shall receive holiday pay equal to their regular straight time hourly rate times the number of hours in their regular work day, but not exceeding eight (8) hours. For employees whose work day hours fluctuate, a reasonable pay period average shall be used.

## ARTICLE 20

### Evaluations

#### **20.1 Evaluations.**

(a) Each employee shall receive a formal written performance evaluation at least once every three (3) years, with the first formal evaluation to be completed in the first year of employment.

(b) Promptly following completion of each formal written evaluation, the employee shall be given a copy of the same and shall participate in a conference with the appropriate supervisor to discuss the evaluation, including opportunities for improvement. The employee shall sign each formal written evaluation to acknowledge its receipt; provided, however, that the employee's signature shall not be construed as his/her agreement with the evaluation.

(c) Any employee receiving a formal written evaluation shall be allowed to timely submit a written response to the evaluation if the employee so desires; and, if a response is submitted, it shall be attached to the evaluation.

(d) All evaluations and responses shall be placed in an employee's personnel file.

## ARTICLE 21

### Insurance

#### **21.1 Group Insurance - Eligibility and Benefits.**

The following employees shall be eligible for group insurance coverage provided through the Employer pursuant to and in accordance with the terms and conditions of this Article.

Full-Time Employees. Full-time employees who are regularly scheduled for thirty (30) or more hours per week during a given fiscal year (July 1 through June 30) shall be eligible for the group insurance (or alternate) benefits pursuant to Article 21.4.

#### **21.2 Miscellaneous Insurance (and Related) Provisions.**

(a) The employee's election of an insurance benefit under Paragraph 21.1 above shall be made pursuant to a Section 125 Plan maintained by the Employer.

(b) To the extent some employees are obligated pursuant to Paragraph 21.1 above to pay the premiums for certain group insurance benefits, such employees may elect to do so on a pre-tax basis pursuant to the Employer's Section 125 Plan.

(c) Scheduled bargaining unit hours lost by an employee due to a leave of absence which is (in purpose and duration) covered by the Family Medical Leave Act

(FMLA) shall nevertheless be counted for purposes of determining the employee's eligibility for group insurance benefits pursuant to Paragraph 21.1 above, provided said hours are paid.

(e) Although the Employer shall post the availability of summer work outside the bargaining unit (i.e. in order that qualified employees may apply and seek to become eligible for group insurance benefits pursuant to this Article), employees shall not have any entitlement to such work.

### **21.3 Continuation/Termination of Group Insurance Benefits/Payments.**

(a) The group insurance coverage which is provided for eligible employees (pursuant to this Article) at the Employer's cost or expense (in whole or in part) shall be continued only as follows:

- (i) For eligible employees who are unable to work due to illness, injury or disability (which is not compensable by workers' compensation), such coverage and the Employer's share of contributions toward its cost shall continue during the employee's paid sick leave (if any) and through the calendar month following the month in which the employee's paid sick leave benefits are exhausted.
- (ii) For eligible employees who are unable to work due to illness, injury or disability (which is compensable by workers' compensation), such coverage and the Employer's share of contributions toward its cost shall continue for a period not to exceed twelve (12) calendar months.
- (iii) For eligible employees who are on an unpaid leave of absence, such coverage and the Employer's share of contributions toward its cost shall continue through the calendar month in which the unpaid leave of absence commenced; provided, however, that such coverage and contributions shall be continued (if and to the extent required by the FMLA) with respect to an employee on a leave of absence pursuant to the FMLA.
- (iv) Except as specifically provided above, group insurance coverage pursuant to this Article shall not be provided, and the Employer's share of contributions toward the cost of group insurance coverage pursuant to this Article shall not be continued, during an unpaid leave of absence or following an employee's termination, resignation or layoff.

(b) Notwithstanding the fact that the Employer's share of contributions toward the cost of any group insurance program may be discontinued as provided above, however, eligible employees and/or their eligible dependents shall have such rights (if any) to extended group health coverage, at their own expense, as are prescribed by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA-Pub. Law 99-272), as amended.

#### **21.4 Programs, Carriers, Benefits and Responsibilities.**

(a) Effective July 1, 2016, the following group insurance carrier provisions shall apply to those individuals referenced in the February 8, 2005 Letter of Understanding:

- a. MESSA Choices II, \$500/1000 Deductible; \$20 OV; SaverRX.
- b. The Employer shall pay 80% of the premiums for MESSA Vision (VSP3) and MESSA Dental.

(b) Effective on the 1<sup>st</sup> day of the month following the ratification of this agreement, the employer shall pay the following annual amounts towards the total cost of the MESSA Choices II premium for those individuals referenced in the February 8, 2005 Letter of Understanding:

- i. 1/12 of \$6,142.11 multiplied by the number of Single Subscribers.
- ii. 1/12 of \$12,845.04 multiplied by the number of 2-Person Subscribers.
- iii. 1/12 of \$16,751.23 multiplied by the number of Family Subscribers.

These annual employer paid amounts shall adjust annually beginning on July 1 of each plan year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act until June 30, 2019.

(c) The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee.

(d) For all other employees, effective July 1, 2016, the following group insurance carrier provisions shall apply: WMHIP HDHP PPO.

(e) The employees not governed by the Letter of Understanding shall pay the monthly premium cost for health insurance.

(f) The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from each paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions.

(g) In addition to any terms and conditions prescribed herein, all group insurance benefits provided pursuant to this Article shall be further subject to any and all terms, conditions and/or limitations (e.g. regarding eligibility, enrollment, benefits, etc.) prescribed by the particular group insurance policies and/or programs involved.

(h) Employees who are eligible for and/or participating in group insurance programs provided through the Employer shall be responsible for keeping the Employer informed, in writing, of any and all changes in their personal status (e.g. marital status, eligible dependents, etc.) which may affect their group insurance benefits.

(i) An eligible employee's contribution (if any is required) toward the cost of any group insurance benefits provided pursuant to this Article shall be paid by the employee by payroll deductions; provided, however, that if an employee's pay on any occasion is not sufficient to do so, then and in such event the employee shall timely remit the required contribution to the Employer in advance of the premium due date.

#### **21.5 Optional Coverage at Employee Expense.**

Any employee who does not meet the eligibility requirements of Paragraph 21.1 above (i.e. for group health, group dental and/or group vision insurance coverage), may elect to purchase such group insurance at his/her own cost and expense. Notwithstanding the foregoing, an employee's ability to participate in the optional purchase of group health insurance, group dental insurance, or group vision insurance at the employee's own expense (pursuant to this Paragraph 21.5) shall be subject to and contingent upon all of the following terms and conditions:

(a) Such participation shall only be allowed if and to the extent permitted (e.g. based on work hour requirements, etc.) by the particular plan, policy or program of insurance;

(b) Such participation shall be subject to all terms, conditions and limitations imposed by the particular plan, policy or program and/or by the carriers or other providers involved; and

(c) Such participation shall only be allowed or permitted, and shall only be continued, if and to the extent the employee timely pays (in advance of the premium due date) the full cost (including the premium) of the particular group insurance benefit(s) elected. Such payment shall be by payroll deduction authorization, but in the event of insufficient earnings shall be timely made in cash in advance of the premium due date.

The February 8, 2005 Letter of Understanding (Grandfathering for Group Insurance Benefits) shall continue in full force and effect until June 30, 2019, and then sunset with the expiration of this agreement.



## ARTICLE 22

### Wages

#### 22.1 Wage Schedules.

Bargaining unit employees shall, based on their assigned job classification and the pay step for which they are eligible, be paid according to the following hourly wage schedules:

From ratification of this agreement until expiration of the agreement the following system will be in effect: For the first year of this agreement (2016-2017), employees, if eligible, shall advance one step on the wage schedule shown below. For each subsequent year of the agreement (2017-2018 & 2018-2019), employees, if eligible, shall advance one step. For those same years, 1% shall be added to the wage schedule if the Pupil Foundation Allowance increases by a minimum of \$70 per student. Again, for those same years, if the Pupil Foundation Allowance does not increase by the minimum of \$70 per student, employees on Step 19 will receive a 1% increase in their wages.

<u>Classification</u>	<u>Step (Based on Years of Service)</u>	<u>Wage Rate</u>
Aides:	1	\$10.85
	2	\$11.10
	3	\$11.35
	4	\$11.60
	5	\$11.95
	6	\$12.56
	7	\$12.98
	8	\$13.11
	9	\$13.22
	10	\$13.59
	11	\$13.73
	12	\$13.87
	13	\$14.22
	14	\$14.36
	15	\$14.50
	16	\$14.84
	17	\$15.00
	18	\$15.15
	19	\$15.45

Parapro III: Add \$0.30 to applicable step of Aides wage rate.

Parapro II: Add \$0.90 to applicable step of Aides wage rate.

Parapro I: Add \$1.90 to applicable step of Aides wage rate.

Certified Interventionist: Add \$3.50 to applicable step of Aides wage rate.

## **22.2 Classification Descriptions.**

For job classification and hourly pay rate purposes, the following general descriptions and provisions shall apply:

- (a) "Aide" shall mean and include all classroom, preschool, Day Care, Latch Key covered by this Agreement who are not classified by the Employer as Parapro I, II or III.
- (b) "Parapro III" shall mean and include an Aide with Parapro responsibility and Media Aides (e.g. lead teacher responsibility) in a position which does not require CDA certification.
- (c) "Parapro II" shall mean and include an Aide with Parapro responsibility (e.g. lead teacher responsibility) in a program and position which does require CDA certification, but which does not include Parapro I responsibilities. Also included is the Alternative Education Aide/Assistant.
- (d) "Parapro I" shall mean and include an Aide with Parapro responsibility (e.g. lead teacher responsibility) in a program and position which requires both CDA certification and additional responsibilities for program-wide FIA paper work, scheduling, intake for new clients, etc.
- (e) "Certified Interventionist" shall mean and include an Interventionist who has a teaching certificate.
- (f) An employee's classification shall be determined by the Employer; and an employee's possession of certification which is not required for the position to which the employee is assigned will not require a change in his/her classification.

## **22.3 Placement and Advancement.**

(a) Newly hired bargaining unit members shall be placed on Step 1 of the wage schedule for the job classification to which they are assigned; provided, however, that the Employer's Superintendent may (in his/her discretion) place a new hire on a higher step when warranted or required by the facts and circumstances (e.g. education, experience, skills, training, specific job requirements and/or other relevant factors).

(b) For purposes of advancement on the wage schedule (if negotiated in the agreement), employees shall be credited with a year of service for any fiscal year (July 1 through June 30) during which they worked 575 or more hours in a bargaining unit

position. For example, therefore, an employee who worked 575 or more hours during a given fiscal year shall advance one step on the wage schedule for the next fiscal year; and an employee who worked less than 575 hours during a given fiscal year shall remain on the same step of the wage schedule for the next fiscal year. Notwithstanding the foregoing, an employee who has remained in the bargaining unit shall not be denied advancement on the wage schedule (by virtue of his/her failure to achieve the 575 hour threshold) for more than two (2) consecutive years.

(c) Employees who transfer from one bargaining unit classification to another shall, upon such transfer, be paid as provided in the "Vacancies, Transfers, and Promotions" article of this Agreement.

### ARTICLE 23

#### Duration of Agreement

This Agreement shall take effect on July 1, 2016 (i.e. following its ratification by the Union and its approval by the Board) and shall thereafter remain in full force and effect, without change, addition or amendment (except by mutual agreement), from said date through June 30, 2019.

#### ALLENDALE SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

#### BOARD OF EDUCATION OF THE ALLENDALE PUBLIC SCHOOLS

By: *Awa J. Sommers*  
Its President

By: *David Kelly*  
Its President

By: *Cathy Sarsdahl-Sauter*  
Its Secretary

By: *Sheryl A. Krasner*  
Its Secretary

By: *Constance Merrill*  
Negotiating Committee

By: *Daniel Johnson*  
Superintendent of Schools

By: \_\_\_\_\_  
Negotiating Committee

By: \_\_\_\_\_  
Negotiating Committee

By: *Shirley Abbott*  
MEA Uniserv Director

Letter of Understanding  
(Grandfathering for Group Insurance Benefits)

*\*This letter will sunset on June 30, 2019.*

Notwithstanding Paragraph 2.2 of the Master Agreement between them, the Allendale Public Schools and the Allendale Support Personnel Association - MEA/NEA understand and agree as follows:

1. Bargaining unit members Connie Merrill, Deb Oros, and Arva Sommers shall be "grandfathered" for eligibility purposes for group health insurance, group dental insurance and group vision insurance, or cash-in-lieu provided those elections remain status quo.

2. The above named employees shall, therefore, remain eligible (i.e. notwithstanding the eligibility requirements of the Master Agreement) for full family (if applicable) group health, group dental and group vision insurance benefits provided they maintain their employment status as an aide at a level which equals or exceeds 1,000 or more hours per school year. The above referenced 1,000 hours per school year shall include hours lost on any partial school days resulting from in-service days, conference days, and records days. However, if and when such employees have a break in their employment as an aide (e.g. resignation, termination, etc.), or if their employment as an aide falls below the level prescribed above, then and in such event the eligibility of these employees for group health, group dental and group vision insurance shall thereafter be governed by the terms of the Master Agreement.

3. The group health, group dental and group vision insurance coverage these "grandfathered" employees receive shall be the same coverage that is provided to other bargaining unit members who meet the eligibility requirements of the Master Agreement.

Dated: February 8, 2005

For the Allendale Support  
Personnel Association - MEA/NEA

By: /s/ Marty Lankford

Its: Uniserv Director

For the Allendale Public Schools

By /s/ Catherine Ceglarek

Its: Superintendent