

## TABLE OF CONTENTS

AGREEMENT.....	1
ARTICLE I - RECOGNITION.....	1
ARTICLE II - ASSOCIATION RIGHTS.....	2
ARTICLE III - EMPLOYEE RIGHTS.....	5
ARTICLE IV - MANAGEMENT RIGHTS.....	7
ARTICLE V - GRIEVANCE PROCEDURE.....	8
ARTICLE VI - DISCIPLINE OF EMPLOYEES.....	10
ARTICLE VII - PROBATIONARY PERIOD.....	11
ARTICLE VIII - SENIORITY.....	11
ARTICLE IX - LEAVES OF ABSENCE - PAID.....	12
ARTICLE X - WORKING CONDITIONS.....	14
ARTICLE XI - VACANCIES AND TRANSFERS.....	15
ARTICLE XII - LAYOFF AND RECALL.....	16
ARTICLE XIII - WORK SCHEDULES, WORK YEAR, WORK WEEK, WORKDAY.....	18
ARTICLE XIV - LEAVES OF ABSENCE -- UNPAID.....	21
ARTICLE XV - HOLIDAYS.....	22
ARTICLE XVI - EVALUATION.....	23
ARTICLE XVII - NEGOTIATIONS PROCEDURES.....	24
ARTICLE XVIII - VACATIONS.....	25
ARTICLE XIX - PROFESSIONAL BEHAVIOR.....	25
ARTICLE XX - DURATION OF AGREEMENT.....	26
APPENDIX A - COMPENSATION.....	27
APPENDIX B - GRIEVANCE REPORT FORM.....	30
APPENDIX C - CODE OF ETHICS OF THE EDUCATION PROFESSION.....	33

**AGREEMENT**

This Agreement is made this 11<sup>th</sup> day of June, 2012, by and between the Sandusky Community Schools (hereinafter called the "Employer") and the Sandusky Educational Support Personnel Association, MEA/NEA (hereinafter called the "Association").

**ARTICLE I - RECOGNITION**

- A. **Scope.** Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement, of the following described employees of the Employer:

All full-time and part-time office personnel, secretaries, paraprofessionals, custodians, maintenance personnel, and transportation employees.

Excluding substitutes, supervisors, the superintendent's secretary, the bookkeeper/business manager and all other employees.

- B. **Definitions**

The term "employee" when used hereinafter in this Agreement shall refer only to members of the bargaining unit.

The term "full-time employee" shall mean an employee who is regularly scheduled to work at least thirty-five (35) hours a week, on a permanent basis.

The term "regular part-time employee" shall mean an employee who is regularly scheduled to work less than thirty-five (35) hours a week.

The term "substitute" shall mean a non-bargaining unit member, who works in the place of an absent employee during the absent employee's regularly scheduled hours and assignment. Bargaining unit members may substitute for each other without having to leave the bargaining unit.

The term "day(s)" shall mean a work day(s) where the employees are scheduled to work.

Financial Emergency: The Board of Education reserves the right to declare a Financial Emergency which is defined as (1) any reduction in the per pupil foundation allowance and/or (2) a 2% reduction in student enrollment on the Fall Count Day from the previous year's Fall Count Day. If the Board of Education declares a financial emergency, then the Board and Association agree to meet for the purpose of discussing financial reductions equally across all departments, which may include, but are not limited to, programming, staffing, and compensation.

It is agreed that should the definition of a Financial Emergency be opened for negotiations through the collective bargaining process with the SEA, that representatives from SESPA will participate in that negotiation session.

**ARTICLE II - ASSOCIATION RIGHTS**

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

**A. Facilities and Equipment Use.**

1. The Association and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make reasonable charge therefore. No charge shall be made for use of instructional rooms before the commencement of the scheduled workday nor until 8:00 p.m. Prior to the use of school facilities the Association shall complete and submit a building use form to the Superintendent. The Association shall be liable for damage to equipment and facilities occasioned by its use.
2. The Association as the exclusive representative of employees within the bargaining unit described in this Agreement shall be the only employee organization of/or containing such employees that shall have the right to use and/or have access to Employer facilities and equipment, including computers, copy machines, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
3. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations or work scheduled times. The building administrator shall be notified when representatives of the Association are in the building.
4. The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned. The Association may use the internal document delivery service of the Employer, without U.S. Postage, (the Association will follow federal rules and regulations) and employee mail boxes for communication to bargaining unit members.

- B. Requests for Information.** The parties agree to furnish one another with information required to be made available by law in order to facilitate contract administration and negotiations.

**C. Association Members/Service Fee Payers**

1. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee 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 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. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
2. Pursuant to Chicago Teachers Union v Hudson, 106 § Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
3. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
4. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA Fund for Children and Public Education (formally known as "NEA-PAC") contributions or any other plans or programs jointly approved by the Association and Employer.

5. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.
6. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  - c. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

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

- D. **Bargaining Unit Duties.** The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased, or transferred to persons not covered by this Agreement without the prior consultation of the Association.
- E. **Supervisors.** The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit, except in (a) the case of a financial emergency, (b) emergencies when bargaining unit members are not available because of illness or other circumstances or (c) have refused to do the work as assigned except in cases where unsafe conditions are being charged by a bargaining unit member. In the instances where unsafe conditions are claimed but not substantiated by a bargaining unit member(s) the bargaining unit member(s) shall be subject to disciplinary action. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.

- F. **Provisions.** The Employer will not sub-contract work unless (a) the skills needed to perform the work as reasonably specified are unavailable within the bargaining unit and cannot be obtained in a reasonable time or (b) bargaining unit members who possess the skills, qualifications or certification to perform needed work refuse to accept such additional responsibilities.

### ARTICLE III - EMPLOYEE RIGHTS

#### A. **Rights.**

1. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member 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 activities of the Association or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.
2. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
3. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer.
4. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or disability, or place of residence.

- B. **Just Cause.** No bargaining unit member shall be disciplined without just cause. The term "*discipline*" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation, or occupational advantage, discharges, or non-renewal of probationary bargaining unit members. Any such discipline, including adverse evaluation of bargaining unit member performance, shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.
- C. **Representation.** A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present, provided it does not delay the meeting by more than five work days. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.
- D. **Personnel File.**
1. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Association representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.
  2. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. Disciplinary materials will remain in the employee's personnel file as described by state law MCL 380.1230b.
- E. **Assault.** Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible, to prevent injury.

**ARTICLE IV - MANAGEMENT RIGHTS**

The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education, or powers which have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board or modified by terms of this agreement. Not by way of limitation, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever. Rights reserved exclusively herein by the District, which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement, shall include by way of illustration, not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the School District;
2. Continue its rights and past practice of assignment and the direction of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duty to employees, determine the size of the work force, and lay off employees for reasonable and just cause except in the case of financial emergency.
4. Determine the services, supplies and equipment necessary to continue its operations, and determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
5. Adopt reasonable rules and regulations;
6. Determine the qualifications of employees as listed on the job description;
7. Determine the location or relocation of its facilities, including the establishment or locations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
8. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies;
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;



10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the District shall not abridge any rights of employees as specifically provided in the Agreement.

The Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

#### **ARTICLE V - GRIEVANCE PROCEDURE**

- A. A claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her/their approval in writing thereon. The SESPA President shall be made aware of all grievances prior to filing.
- B. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when an employee or a participating Association representative is to be at his/her assigned duty stations. The Association shall designate one representative per classification to handle grievances when requested by the grievant. In the event that any representative of this committee is a party in interest to any grievance brought, he/she shall disqualify himself/herself and shall be replaced by the Association President. The Board hereby designates Level One as hereinafter described, and the Superintendent or his designated representative to act at Level Two as hereinafter described. If the particular grievance is a "class" grievance, affecting employees in more than one classification, the grievance shall be processed directly to Level Three and shall be subject to the same limitations and other requirements as set forth for the institution of grievances at that level. If the particular grievance is due to the action of someone other than the immediate supervisor, the grievance shall proceed directly to the Superintendent and shall follow the procedure set forth in Level One and proceed accordingly.
- C. The term "days" as used herein shall mean working days that the central office is open.
- D. Grievance will be submitted on the form attached as Appendix B.
- E. Should an employee fail to institute a grievance within ten (10) days after the occurrence, the grievance shall not be processed. Should an employee fail to appeal a decision within the time limit specified, all further proceedings on a previously instituted grievance, with the exception of the monetary questions, shall be barred.
- F. **PROCEDURE:** The number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by written agreement of both parties.

**LEVEL ONE.** The employee with a grievance shall discuss the alleged grievance with his/her supervisor either personally or accompanied by his/her Association representative.

LEVEL TWO. If, as a result of the informal discussion with the supervisor, a grievance still exists, after five (5) days, he/she may invoke the formal grievance procedure as set forth. A copy of the grievance shall be given to the supervisor, grievant, and the Association representative or building representative. Within five (5) days of receipt of a grievance, the supervisor shall meet with the grievant and the Association representative in an effort to resolve the grievance. The supervisor shall make his/her decision known in writing, within five (5) days after the meeting. A copy thereof shall be given to the grievant, Association representative, and the Superintendent.

LEVEL THREE. In the event that the Association or the grievant is unsatisfied with the decision rendered at Level Two, the grievance may be appealed to the Superintendent, provided that such a request is transmitted within at least five (5) days of receipt of the Level Two decision. Within five (5) days of the receipt of the grievance, the Superintendent or his designee shall meet with the grievant on the grievance and shall make his/her decision, in writing, within five (5) days of the meeting, with a copy of the decision being given to the grievant and the Association.

LEVEL FOUR. If not satisfied with the Superintendent's reply to the grievance, the Association shall, within ten (10) working days of the receipt of the Superintendent's reply, advise the Superintendent of its intent to appeal the grievance to the Board of Education.

The Board of Education shall place the matter on its agenda for the next regularly scheduled Board meeting, provided the grievance is received no later than ten (10) working days prior to the scheduled meeting date, and shall notify the grievant and the Association of the scheduled date.

The Board will respond in writing within ten (10) working days following the Board meeting where the grievance is heard and considered.

LEVEL FIVE. If the Association is not satisfied with the disposition of the grievance at Level Four, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

#### G. Arbitration

1. The Union shall provide the School district with five (5) work days advance notice of any employee it wishes to be present at such arbitration.
2. If either side (Board or SESPA) requests an adjournment or cancellation of the Arbitration hearing within five (5) work days of the scheduled Arbitration Hearing, the party requesting the adjournment or cancellation shall pay any and all arbitrator charges, unless mutually agreed to do otherwise.

3. Each side (Board or SESPA) shall be responsible for the fees, and the expenses of its witnesses, attendees and representatives.

## **ARTICLE VI - DISCIPLINE OF EMPLOYEES**

Upon satisfactory completion of the designated probationary period, a seniority employee will not be disciplined or discharged without just cause.

A bargaining unit member shall be entitled, upon request, to have present a local Association representative and/or a MEA staff representative, for any employer conference pertaining to the investigation and/or imposition of discipline.

Prior to taking disciplinary action the Employer shall promptly conduct an investigation to determine the relevant facts and conduct an investigatory interview with the bargaining unit member. At this conference, the Employer will present the bargaining unit member with the charges against him/her and provide the bargaining unit member an opportunity to respond. The bargaining unit member shall promptly provide the administration with the full particulars of the alleged incident(s) for which discipline is being contemplated.

- A. The Employer will use a progressive/corrective discipline approach in assessing disciplinary measures. The disciplinary measures imposed shall be appropriate to the misconduct or deficiency in performance. More advanced levels of discipline may properly be imposed for initial instances of serious misconduct.

Progressive disciplinary levels are as follows: (1) verbal discussion with employee and written warning; (2) written reprimand; (3) suspension without pay; (4) dismissal. Written warnings may be given after repeated offenses. Written reprimands may be given after repeated offenses. Suspensions may be given after repeated offenses. Dismissal may be recommended after repeated offenses.

The District shall have the right to place an employee on paid suspension for such time as is necessary to complete a disciplinary investigation.

- B. The Board agrees to provide an area in which a bargaining unit member who is suspended or discharged may meet with an Association representative before the bargaining unit member is requested to leave the premises.
- C. By mutual written agreement, the parties may stipulate, in cases of discharge, to bypass the Informal Level and/or Formal Level 1 of the grievance procedures set forth in Article V of this Agreement.

**ARTICLE VII - PROBATIONARY PERIOD**

- A. A newly hired bargaining unit member shall be on probationary status for sixty (60) work days, taken from and including the first day of regular employment. If at any time prior to the completion of the probationary period, the bargaining unit member's work performance is regarded as unsatisfactory by the employer, the employee may be dismissed without appeal. Probationary bargaining unit members who are absent on scheduled work days shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary period until these additional days have been worked. Benefits shall begin upon satisfactory completion of the probationary period.
- B. Upon satisfactory completion of the probationary period, the bargaining unit member's seniority date shall be retroactive to the first working day. At that time, the bargaining unit member's name shall be entered on the seniority list.

**ARTICLE VIII - SENIORITY**

- A. "Seniority" shall be defined as the length of a bargaining unit member's continuous and uninterrupted years of service in the respective seniority classifications of this bargaining unit from the employee's initial date of hire in such classification(s). Time spent on layoff or unpaid leave of absence shall not interrupt seniority but shall not count for service credit for entitlement to other benefits under this Agreement. Seniority is not cumulative among seniority classifications and may be exercised only within the classification in which it is accumulated. Movement from one classification to another shall not terminate seniority that the employee has previously accumulated in any other classification under this Agreement, provided there has not been a break in continuous employment.
- B. The seniority classifications of this bargaining unit are as follows:
1. Secretarial employees
  2. Custodial-Maintenance workers
  3. Bus mechanics
  4. Bus drivers
  5. Aides
  6. Clerical, any office personnel other than secretaries
- C. The employer shall prepare and maintain a seniority roster showing the length of service of each bargaining unit member within the respective seniority classifications. A copy shall be furnished to the Association not later than October 1 annually. If no objections are received within thirty (30) days thereafter as to the accuracy of the seniority list, the Employer's list shall be regarded as conclusive. In the event more than one bargaining unit member has the same length of service in a seniority classification, seniority placement on the list shall be determined by a mutually agreeable method, (coin toss or draw straws), accomplished in the presence of a representative from both the Association and the District. However, a newly hired employee with recent and regular substitute experience within the last twelve (12) months at Sandusky in the same classification shall be placed ahead of another new employee in the same classification who is hired on the same date.

- D. Termination of Seniority. Seniority shall be lost by a bargaining unit member upon determination, resignation, retirement or transfer to a non-bargaining unit position.

#### **ARTICLE IX - LEAVES OF ABSENCE - PAID**

##### **A. Sick Leave**

1. At the beginning of each work year, bargaining unit members shall be credited with thirteen (13) days of sick leave, the unused portion of which shall accumulate from year-to-year to a maximum of one hundred fifty (150) days with thirty (30) days for retirement pay back purposes.
2. If an employee changes job classifications, accumulated sick leave shall be carried to the new job classification on a pro-rated basis, i.e., if a two (2) hour employee moved to an eight (8) hour position, the sick leave accumulation carried to the new position would be  $\frac{2}{8}$  times the number of days of accumulation as a two (2) hour employee. ( $\frac{2}{8} \times 16$  sick days accumulation = 4 sick days accumulation).
3. Sick leave may be used by the employee for illness, injury, or disability which prevents the employee from being able to perform the duties of his/her position. Up to ten (10) sick leave days per occurrence to include bereavement leave may be used by the employee to attend to serious illness, injury, or disability of a member of the employee's immediate family (mother, father, stepparent, sister, brother, children, step-children, spouse, mother-in-law, father-in-law.) Up to three (3) days of sick leave may be used for each death of other family members. One (1) sick day shall be granted for attendance at the funeral service of a non-family member. A bargaining unit member may donate up to five (5) days of sick leave for use by another bargaining unit member in accordance with this Article.
4. The Superintendent may require that any bargaining unit member applying for use of sick leave exceeding three (3) consecutive working days procure a doctor's certification of illness, injury, or disability for the days absent.
5. The Superintendent may at any time require any bargaining unit member to submit to a physical and/or mental examination by an appropriate practitioner selected by the District for purposes of verifying the bargaining unit member's eligibility for leave or return from leave under this Agreement or to verify the bargaining unit member's ability to successfully perform his/her assignment. Such examination shall be paid for by the Board. If there is a disagreement in diagnosis between the District's doctor and the bargaining unit member's doctor, a third doctor shall be mutually selected to evaluate the employee's condition. All expenses for said evaluations/ examinations shall be paid by the Board.

6. Reporting Procedure. Absences shall be reported to the bargaining unit member's immediate supervisor at least two (2) hours before the employee's scheduled starting time, except in case of emergency. Should the employee know that the absence will continue beyond two (2) or more consecutive days, the bargaining unit member shall notify his/her immediate supervisor to this effect before the end of the first such day and each succeeding day of absence thereafter.
7. In cases where the bargaining unit member receives wage continuation benefits through Workers' Compensation and/or any disability income protection plan funded by the District, the bargaining unit member shall be limited to the benefits received through Workers' Compensation and/or disability income protection insurance. In such case, the employee may not utilize sick leave.
8. Upon retirement from the District and Application to the Michigan Public School Employees Retirement System for retirement, bargaining unit members with a minimum of fifteen (15) years of continuous service to the District shall receive seventeen dollars (\$17) per unused accumulated sick days to a maximum of thirty (30) days.
9. If an employee acquires a communicable disease (mumps, chicken pox, scarlet fever, measles, conjunctivitis, head lice) through his/her contact with students, such time absent from work shall not count against his/her sick leave accumulation and shall be at his/her full pay.

B. Personal Business Days.

A bargaining unit member shall be granted four (4) days each fiscal year (July 1 - June 30), charged to sick leave, for the purpose of conducting personal business of an urgent and necessary nature which requires the personal presence of the bargaining unit member and cannot be arranged at an alternative time which does not interfere with the duties of employment. The only obligation of the employee is to fill out a Request for Personal Business Days to be approved by the immediate supervisor and the superintendent. A fifth personal business day may be granted, if warranted, at the discretion of the superintendent. Request for use of personal business leave indicating the circumstances necessitating its use must be made at least seventy-two (72) hours in advance to the bargaining unit member's immediate supervisor except in the case of an emergency. Personal business days are not to be used for profit from personal services.

- C. Any bargaining unit member who is subpoenaed to testify during working hours in any judicial or administrative matter shall be paid his/her full compensation for such time, less any compensation received as witness fees. The bargaining unit member shall be expected to return to work promptly upon completion of this obligation if there is any time remaining on the bargaining unit member's regular work shift.

D. Jury Duty.

A bargaining unit member who is summoned for jury duty shall suffer no loss of compensation due to his/her absence for this purpose for the time required which conflicts with the bargaining unit member's regularly scheduled work assignment. The bargaining unit member will report to work promptly when released from jury duty to resume his/her scheduled work. The bargaining unit member shall advise his/her immediate supervisor of the necessity for this absence as soon as he/she is advised of the obligation to serve. Night shift employees shall not be required to report for work if jury duty requires morning attendance.

E. The Employer shall grant the Association five (5) association days to be used by the President of the Association or delegated representative to conduct Association business or participate in Association activities. Any days used beyond the aforementioned five, the Association agrees to pay for the substitute's wages.

#### ARTICLE X - WORKING CONDITIONS

A. The Board and the Association will cooperate in the continuing objective to eliminate accidents and health hazards for the safety and health of its employees during the normal hours of their employment. The Employer shall provide accessibility to rest areas, lounges, and restrooms. The District will provide adequate emergency telephone facilities for bus drivers returning from their runs.

B. **Student Discipline.** The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work area. The Employer or its designated representative shall take reasonable steps to assist the bargaining unit member in dealing with students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such reasonable force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to district property. The Employer shall pay up to \$100/employee/incident beyond what is covered by insurance carriers for any damage to a bargaining unit member's property if the employee furnishes proof of loss to the Employer and submits the claim to any insurance policy he/she may hold. Upon satisfying the conditions in the previous sentence, the District will submit the claim (loss), if there is any unpaid loss remaining, to its insurance company.

C. **Supervisor.** Bargaining unit members shall be responsible to one supervisor. However, other supervisors in the direct chain of command may direct a bargaining unit member to perform a task or service.

Under no circumstances will the bargaining unit member be held responsible for a directive given other than from his/her immediate supervisor. Requests from supervisors other than the immediate supervisor must be reasonable or a request in an emergency situation.

At the beginning of the school year, the bargaining unit member will be provided with written notification as to whom he/she is to take directives. It should be noted that at times a bargaining unit member will temporarily change buildings and may temporarily report to a different set of supervisors (i.e. supervisor, principal, superintendent).

**D. Miscellaneous.**

1. The Employer shall provide without cost to the employees adequate and approved safety equipment necessary to perform their duties.
2. The Employer shall provide reimbursement for the cost of all training and testing required for an employee to perform his/her job.
3. All employees shall be paid their regular hourly rate for attendance at approved conferences up to a maximum of eight (8) hours per day.
4. Bargaining unit members required to dispense or administer medication and/or perform any medical procedure shall do so in accordance with Board policy.

**ARTICLE XI - VACANCIES AND TRANSFERS**

- A. A vacancy shall be defined as a newly created position within a classification represented by the Association in this bargaining unit or a present position within a classification represented by the Association in this bargaining unit which position becomes vacant by reason of the permanent separation (resignation, death, discharge) of the bargaining unit member formerly in said position. No "vacancy" shall exist for purposes of this Article unless and until the Board shall determine to fill any such position, which determination shall be within the sole discretionary authority of the Board.
- B. Posting. All vacancies shall be posted in a conspicuous place in each building and/or worksite of the school district for a period of seven (7) work days. Each position shall contain the following information:
- (a) Type of work;
  - (b) Location of work;
  - (c) Starting date;
  - (d) Rate of pay;
  - (e) Hours to be worked;
  - (f) Classification;
  - (g) Minimum requirements.

Copies of postings will be sent to the local Association President prior to posting. Interested employees may apply in writing to the Superintendent or his designee within the seven (7) day posting period. The Employer shall notify school year employees of vacancies occurring during the school summer vacation period by sending a copy of the posting to the Association President by first class U.S. mail. Employees shall be responsible for keeping the Employer informed of their current mailing address.



- C. Filling Vacancies. Vacancies shall be filled with the most senior applicant from within the affected classification meeting the minimum requirements on the job posting. Part-time bargaining unit members shall be considered for full time employment after all full time employees have had an opportunity to fill vacancies within the classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by a qualified applicant meeting the minimum requirements on the job posting from other classifications with the most seniority. If no bargaining unit employee applies or meets the minimum requirements on the job posting, the vacancy may be filled with a non-bargaining unit employee or a new hire.
- D. Notification. Within seven (7) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.
- E. Trial Period. A successful candidate from within the bargaining unit shall be placed on a probationary period for thirty (30) days when awarded a vacancy according to the procedure described above. If the employer is not satisfied with the bargaining unit member's performance in the new assignment, or if the bargaining unit member so elects, he/she shall be returned to his/her former position and rate of pay by the conclusion of the thirty (30) day probationary period. It is understood that while serving this probationary period, the bargaining unit member will receive the rate of pay appropriate to the new position. Further, during this thirty (30) day trial period, the school district shall have the right to consider the bargaining unit member's former assignment as a temporary vacancy not subject to posting requirements under this Agreement.
- F. Training. Employer-required training for use of new types of equipment and technology shall be provided without loss of compensation. Both the Association and its bargaining unit members recognize the importance of such training in contributing to the efficient operation of the school district.
- G. Temporary Transfers. The Employer shall have the right to transfer employees irrespective of their seniority status from one job classification to another to substitute for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absence and to fill temporary jobs or temporary vacancies subject to the employee's acceptance. Any employee so transferred and substitutes in place of the absent worker, shall be paid the regular rate for that classification or the employee's regular rate, whichever is greater.

## ARTICLE XII - LAYOFF AND RECALL

- A. **Definition.** Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a program elimination/reduction or financial emergency as defined in this agreement. The Board of Education will determine if and when a layoff shall occur, following the criteria established in this article.

- B. **Notice of Layoff.** No employee shall be permanently laid off unless the employee shall have been notified of the layoff at least twenty-five (25) days prior to the effective date of the layoff; and no employee shall be temporarily laid off unless the employee shall have been notified of the layoff at least ten (10) work days prior to the effective date of the layoff. A temporary layoff is a layoff of limited duration resulting from a strike, epidemic, act of God, power failure, sudden and temporary cash flow problems, or similar reason.
- C. **Bumping.** An employee whose position has been eliminated due to reduction in work force or who has been affected by a layoff shall have the right to displace (bump) the position within his/her classification held by a least senior employee with equivalent hours, provided he/she is qualified for the position. A bargaining unit member who is laid off from a position in his/her present seniority classification may be assigned to a position in another seniority classification in which he/she has previously accumulated seniority, provided that there is a less senior employee in that classification and that the more senior employee possesses the skills and qualifications necessary to perform the assignment in the other classification. Any such bump must be exercised upon the least senior employee within the other classification, provided that the bumping employee is qualified to perform the work of the displaced employee. Qualifications shall be defined in this article to be meeting the minimum requirements of the job description for that classification.
- D. **Reduction in Work Hours.** For the duration of this agreement any necessary reduction in the work force shall be accomplished by elimination of positions and not by the reduction of hours unless the Board and Association agree to reducing hours.
- E. **Benefits.** For the first thirty (30) days of such layoff, all fringe benefits will be continued by the Employer. Laid-off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer.
- F. **Substitute Priority.** A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority, provided the laid-off employee has the qualifications and ability to perform the work. A laid-off employee who repeatedly refuses substitute work may be removed from the substitute list.
- G. **Notice of Recall.** Recalling employees from layoff will take place within a classification before positions are posted. Recall to a position, whether newly created or reinstated, will be offered to the highest senior employee who is displaced or laid off that qualifies for the position. A full-time employee who took a part-time position, instead of a layoff, will be considered displaced from his/her position and will be called back to a full-time position that he/she is qualified for, according to seniority. Notices of recall shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address as shown on the District's records. It shall be the employee's responsibility to keep the District notified of his/her current mailing address. The recall notice shall state the time and date on which the employee is to report to work. A recalled employee shall be given ten (10) work days from receipt of a recall notice to report to work. If the recalled employee does not wish to fill the vacancy and knows this before the ten (10) days are

over, the employee can and shall inform the District of his/her intentions. The District may fill the open position on a temporary basis until the recalled employee is scheduled to report for work. An employee who declines recall to an equivalent position to perform work for which he/she is classified and qualified under this Agreement shall forfeit his/her seniority rights under this Agreement and shall be considered a quit.

- H. Seniority shall not accrue, but shall be frozen from the effective date of layoff or leave for a period up to five years. At the conclusion of five years on the layoff list, the employee will forfeit all bargaining rights and be dropped from the seniority list.

### **ARTICLE XIII - WORK SCHEDULES, WORK YEAR, WORK WEEK, WORKDAY**

- A. The normal work year for school-term employees shall be determined annually by the District. The normal work year for all other bargaining unit members shall be twelve (12) months and shall run from July 1 to June 30.
- B. The work day and schedule for all bargaining unit members shall be established by the District, based on the District's determination of the needs and resources of the District, and may be changed from time to time as is deemed necessary and appropriate by the Board. The normal work week shall be Monday through Friday. Any changes from the definition of work day and work week can only be made after consultation with the Association.
- C. Bargaining unit members shall report at the designated starting time of their shift. The minimum call-in time for emergency situations shall be one (1) hour of pay at time and one-half. Any time beyond one (1) hour the employee shall be paid for actual time worked at regular pay. The work week will begin on Saturday morning and end on Friday evening. Overtime will be paid at time-and-one-half after the first 40 hours are worked within this time period. Hours worked in excess of 8 hours on Saturday will be paid at time-and-one-half. Hours worked in excess of 8 hours on Sunday will be paid at double-time.
- D. All bargaining unit members working shifts of seven (7) hours shall be entitled to a fifteen (15) minute rest period in the first half and another fifteen (15) minute rest period in the second half of their shift. All bargaining unit members working shifts of less than seven (7) hours but at least four (4) hours shall be entitled to a fifteen (15) minute break near the mid-point of their shift. All breaks described above are paid periods. It is recognized that the operating needs of the school district may occasionally require rescheduling of breaks by the immediate supervisor. All break lengths are to be strictly observed, by both parties. Breaks may be rescheduled by the Supervisor in consultation with the employee. Employees are entitled to one thirty (30) minute unpaid lunch period without interruption each day.
- E. Overtime
1. Overtime shall be rotated among bargaining unit members within each classification as follows:

- a. Overtime shall first be offered to the bargaining unit member who is qualified to do the activity having the greatest classification seniority. If all bargaining unit members within the affected classification refuse the overtime following an offer, the least senioreed member in the classification, who is qualified to perform the work, may then be required by the Employer to perform the overtime work.
  - b. Overtime will be covered by the use of an "Overtime Chart" and will be offered to each bargaining unit member in rotation based on seniority. Overtime that is refused by a bargaining unit member will be charged on the Overtime Chart for the purpose of balancing the overtime.
  - c. Any hours worked beyond those in section C above shall be paid time and one-half for all emergencies if beyond 40 hours in one week.
2. Overtime that is unused by a bargaining unit member who has suffered injury on the job will not be charged against him/her on the Overtime Chart for up to 3 months after he/she returns to work. Upon his/her return, every effort shall be made to adjust this loss by giving him/her first assignment on the overtime.
- F. Substitutes. The Employer shall provide substitutes as required by the absence of a regular bargaining unit member.
1. For normal short-term absences, substitutes shall not be placed to perform the work of an absent regular bargaining unit member until other available (member not working their regular assignment during any portion of the time that the substitute job requires.) bargaining unit members regularly assigned to the classification have been offered the work. Bargaining unit members who sub shall be paid their regular rate of pay.
  2. If the absence is due to a known/planned leave of at least ten (10) working days, then substitutes shall not be placed to perform the work of an absent regular bargaining unit member until other bargaining unit members regularly assigned to the classification have been offered the work. Bargaining unit members who sub shall be paid their regular rate of pay.
  3. It is agreed that the following procedure will be used:
    - a. The most senior bargaining unit member qualified to perform the work of the absent regular bargaining unit member shall have the first opportunity for the position. If declined, the process will continue with the next most senior bargaining unit member until the vacant position is filled.
    - b. After the originally vacated position is filled, a substitute shall be placed into the position of the bargaining unit member who filled the originally vacated position.
    - c. Positions are filled intact – positions will not be dissected.

- d. This completes the process.
4. Substitute within classification
- a. When an employee substitutes in a classification other than his/her regular assignment, he/she shall be paid the substitute rate for that classification.
  - b. Bargaining unit members shall have priority over non-bargaining unit individuals in subbing in classifications other than their regular assignment if they are available.
  - c. Minor variations in work schedules may be allowed to accommodate the ability to substitute across classifications upon approval of the supervisors and the superintendent.
  - d. Job descriptions for the substitutes in a particular classification shall be followed when subbing.
  - e. Those employees who want to be used as substitutes shall notify the business office of their availability by September 1 of each school year. If at some time he/she no longer wishes to be used as a substitute, the employee should notify the business office. Once removed for that school year, an employee cannot replace his/her name on the substitute list until the following school year.
  - f. In classifications other than their own classification, assignments shall be made on a rotational basis from a list of those individuals who notified the district of their intent to substitute. A position that has "special" requirements beyond the job description for said position, the needs shall take precedence over the rotational assignment.
- G. Extra Trips. Beginning with the most senior person, all extra trips will be assigned on a rotation basis beginning with the first day of the school year (July 1).
- H. Any continuous summer runs (summer recreation, summer school, etc.) will be posted annually.
- I. Aide Responsibilities. No aide shall be required to accompany a group of students on any field trip without the presence of a teacher. No aide shall be left in charge of a classroom for more than thirty (30) minutes.
- J. Act of God. Nothing in this Agreement shall require the Employer to keep offices/buildings open in the event of inclement weather, or when otherwise prevented by an Act of God, or an event that causes the closing of schools. When the schools are closed to students, due to the above conditions, bargaining unit members shall not be required to report to their job assignments and shall receive pay for the first sixteen (16) hours of closing time not required by state law to be made up. Any school day required to be made up to receive full state aid shall be made up by the bargaining unit member. Full-time

bargaining unit members requested to report for work due to emergencies, such as snow removal, heating system repair, etc., during such inclement weather conditions shall receive "exchange" time during the summer equal to the number of hours of closing time experienced earlier in the current school year, up to a maximum of sixteen (16) hours.

#### **ARTICLE XIV - LEAVES OF ABSENCE -- UNPAID**

**A. Length and Eligibility.**

1. Leaves of absence without pay or benefits, not to exceed one (1) year or the length of their seniority, whichever is less, shall be granted without loss of seniority, with accrual of seniority during the leave, upon written request to the Superintendent.
2. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee, except in cases of health or military leave.

**B. Reasons for Leaves of Absence are as follows:**

1. Infant Child Care Leave: Infant child care leave will be granted in accordance with Section A. of this article.
2. Upon the recommendation of a physician, a health leave without pay shall be granted for prolonged illness in the immediate family, or employee. See Article IX for definition of immediate family.
3. Leaves for other purposes may be granted at the discretion of the Board upon written request, to include but not be limited to:
  - a. Service in a governmental agency.
  - b. Members of the Association elected to Local Association positions or selected by the Association to do work which takes them from their employment with the Employer shall, at the written request of the Association, receive temporary leaves of absence without pay for periods not to exceed one (1) year or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority. An extension of such leave not to exceed one (1) year may be approved by the Superintendent.
  - c. Educational leave.
  - d. Supervisory responsibilities.

**C. Return from Leave of Absence:**

1. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the Superintendent and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request an examination at Board expense.

2. An employee returning from an approved leave of absence shall be reinstated to the position and classification he/she held when the leave began, if available. If not available, seniority rights within classification shall be followed for placement.
  3. An employee returning from a leave of absence of less than and including ninety (90) working days shall be required to notify the Board in writing of his/her intent to return, at least thirty (30) calendar days prior to the date of his/her return.
  4. An employee wishing to return from a leave of absence of more than ninety (90) working days shall be required to notify the Board in writing of his/her desire to return, at least sixty (60) calendar days prior to the date of his/her return, or to request an extension, or to submit a resignation; otherwise, the employee will be considered as terminating his/her employment with the district.
- D. Any employee who terminates employment in the school district to perform active services in the Armed Forces of the United States is entitled to re-employment rights in the position he/she vacates, or one of like status in conformance with federal law.

**ARTICLE XV - HOLIDAYS**

- A. General Conditions: To be eligible for holiday pay, an employee must have worked the last scheduled work day immediately prior to the holiday and the first scheduled work day immediately following the holiday, or is using sick leave or vacation leave on those days.
- B. Eligibility for Holiday Pay: All employees shall be paid for the following holidays that occur during their normal work year on a day when the employee is scheduled to work:
1. New Year's Day
  2. Good Friday
  3. Memorial Day
  4. Fourth of July
  5. Friday before Labor Day
  6. Labor Day
  7. Thanksgiving Day
  8. Day after Thanksgiving
  9. Christmas Eve Day
  10. Christmas Day
  11. New Year's Eve Day
- C. If any of the holidays designated below fall on a Sunday, the following Monday shall be considered the holiday and the employees shall have that Monday off, at their regular rate. If any of the holidays designated below fall on a Saturday, the employees shall have the previous Friday off, at their regular rate, as the observed holiday.
1. New Year's Day
  2. Christmas Day
  3. Fourth of July

- D. Where New Year's Day and/or Christmas Day fall on a Saturday or Sunday and are re-designated in accordance with paragraph C of this Article, the work day immediately preceding the day on which the holiday will be observed shall be considered the "Eve Day" holiday as identified in paragraph B. For example, if Christmas Day falls on a Saturday, that holiday will be re-designated to occur on Friday, and employees would have Thursday as the "Eve Day" holiday.

## ARTICLE XVI - EVALUATION

### A. Monitoring

All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.

### B. Observation

Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Observations shall be at anytime during normal work hours.

Each bargaining unit member, upon his/her employment or at the beginning of the work year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties as agreed to by the Employer and the Association in the job description and are a part of the job performed.

Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.

### C. Written Evaluation

A final written evaluation shall be completed before March 1<sup>st</sup> of the current school year.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, the assistance to be given by the Employer towards that improvement and a reasonable time period for said improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.



D. Evaluation Conference

Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation he/she so desires. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. All written evaluations are to be placed in the bargaining unit member's personnel file.

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

E. Termination

In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association. Should any evaluation of a bargaining unit member be used in a disciplinary proceeding, the Board shall follow progressive discipline and show cause for such use.

F. Conclusion

Each bargaining unit member's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this bargaining unit member is \_\_\_\_\_satisfactory, \_\_\_\_\_satisfactory (with improvements needed), \_\_\_\_\_unsatisfactory (check one)."

## ARTICLE XVII - NEGOTIATIONS PROCEDURES

- A. **Terms and Conditions** 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. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided.
- B. **Procedures** Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating committee.
- C. **Bargaining Team** Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. 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.

- D. **Final Agreements.** There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this agreement shall be printed at the expense of the Employer within 30 days after the agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Association thirty (30) copies of the agreement without charge to the Association. All school district personnel policies or any changes in said policies shall be available in all administrative offices to all bargaining unit members within thirty days of the commencement of this contract or upon employment.

#### **ARTICLE XVIII - VACATIONS**

- A. Each full-time (12 month) employee will annually receive paid vacations in accordance with the following schedule:
1. After completion of one (1) year: five (5) days
  2. After completion of two (2) years: ten (10) days
  3. After completion of eight (8) years: fifteen (15) days
- B. All vacation time shall be determined and credited by the anniversary date of employment.
- C. Vacation time shall be non-accumulative.
- D. Employees desiring to utilize vacation time shall submit a written request to the administration at least two (2) weeks in advance. The Superintendent shall have discretion to waive this notification requirement. Scheduling of vacations shall be subject to approval by the administration, considering the operational needs of the school district.
- E. All vacation pay will be computed at the bargaining unit member's regular hourly wage based upon that person's normal work schedule.

#### **ARTICLE XIX - PROFESSIONAL BEHAVIOR**

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, inability to maintain appropriate professional peer relationships, or other violations of discipline by a SESPA member reflect adversely upon the support staff profession and create undesirable conditions within the school district. Alleged breaches of discipline of any of the above and/or the Code of Ethics of the Education Profession (Appendix C) shall be promptly reported to the offending member by association leadership, and in appropriate cases, may institute proceedings against the offending member. If Association efforts fail to eliminate the problem, the Administration may take necessary steps to correct any problem.

**ARTICLE XX - DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2012, and shall continue in effect until the 30th day of June, 2013.

The salary schedules of this Agreement (Appendix A) will be in effect beginning with November 1, 2010.

Should it become necessary to modify, alter, add to or delete any portion of this agreement, it is agreed that, at minimum, the following shall participate in such a decision: the SESPAs President, the SEA President, a representative from the Sandusky Board of Education, and the district Superintendent.

If an Emergency Financial Manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the Emergency Financial Manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

**APPENDIX A - COMPENSATION****A. Salaries**

AIDES beginning 7/1/12

Years of Service	2012-2013
0-90 Days	8.70
90 Days - 1 Year	9.49
*2-4 Years	9.96
5-6 Years	10.48
7-8 Years	11.18
9 Years and up	11.87
Substitute Pay	8.70

Those aides that possess a CDA Certificate or an Associates Degree in Childhood Development shall receive an additional \$2.00/hour to the amount stated above.

BUS DRIVERS beginning 7/1/12

Years of Service	2012-2013
0-90 Days	11.49
90 Days - 1 Year	11.97
*2-4 Years	13.22
4-7 Years	14.26
7 Years and up	15.66
Substitute Pay	10.76
Extra Trips	11.49

Extras

Bus Supervisor 2 hours additional per day  
 Kindergarten 2 hours additional per day  
 Vocational run 2 1/2 hours additional per day  
 Cadet teacher run 1 hour additional per day  
 Meal allowance \$6.50

Each run is two hours minimum except for town runs.

1 1/2 hour pay for town run.

SECRETARIAL beginning 7/1/12

Years of Service	2012-2013
0-90 Days	10.33
90 Days - 1 Year	10.78
*2-3 Years	11.35
4-5 Years	11.83
6-7 Years	12.61
8 Years and up	15.58
Substitute Pay	9.54

## BUS MECHANIC beginning 7/1/12

Years of Service	2012-2013
0-90 Days	11.11
90 Days - 2 Years	12.03
*2-4 Years	12.95
4 Years and up	13.69
Substitute Pay	8.70

## CUSTODIAL beginning 7/1/12

Years of Service	2012-2013
0-90 Days	9.49
90 Days - 1 Year	9.96
*1-2 Years	10.53
3-4 Years	12.32
5-6 Years	13.46
7-9 Years	14.85
10 Years and up	16.02
Substitute Pay	8.70

Night Custodian - \$.30 per hour additional

## CLERICAL beginning 7/1/12

Years of Service	2012-2013
0-90 Days	9.20
90 Days - 1 Year	10.00
*1-2 Years	10.47
3-5 Years	10.99
6-8 Years	11.67
8 Years and up	12.37
Substitute Pay	9.20

\*Each interval of pay begins at the start of that numbered year of employment, i.e., 2-4 years would start at the beginning of the second year of employment.

Longevity: Beginning on the employee's tenth (10<sup>th</sup>) anniversary of his/her initial date of employment with the District, full time employees shall receive the longevity pay of three hundred dollars (\$300.00).

Those employees working less than full time shall have their longevity pay prorated as defined in Article A, Paragraph B.5. Longevity payments shall be made in the first pay of December.

**B. Fringe Benefits**

	Plan A (For employees electing health insurance)	Plan B (For employees not electing health insurance)
Health	Health Plus PPO 2G 100% RX HSA  Includes: Rider for spouses aged 65 or older and rider for dependent up to the age of 26.	
Long Term Disability	66 2/3% \$2500 Maximum 90 Calendar days modified fill Pre-existing condition waiver Freeze on offsets Alcoholism/Drug – same as any other illness Mental/Nervous – same as any other illness	66 2/3% \$2500 Maximum 90 Calendar days modified fill Pre-existing condition waiver Freeze on offsets Alcoholism/Drug - same as any other illness Mental/Nervous - same as any other illness
Negotiated Life	\$20,000 with AD&D	\$30,000 with AD&D
Vision	NVA Plan 3 Platinum Plus	NVA Plan 3 Platinum Plus
Dental	SET SEG Self Funded 90/90/90; \$2000	SET SEG Self Funded 90/90/90; \$2000
Dependent Life		\$2000/\$2000 (spouse/child)

1. The plan shall be selected by the Association which is currently Health Plus PPO 2G 100% RX HSA.
2. Board pays 100% of the deductible for the above plan.
3. As per PA 152 (Health Insurance Cap), the district will pay the maximum amount shown below towards the employee health insurance premium.  
\$458.33/month for Single  
\$916.67/month for Two-Person  
\$1250.00/month for Family  
These amounts will be adjusted yearly based upon the requirements of PA 152.
4. Those full-time employees who qualify and do not take Plan A shall receive a cash option of one-hundred dollars (\$100.00) per month.
5. Fringe benefits shall be pro-rated based on 35 hours as full time. (Example – A 6 hour day employee will receive 30/35 of his/her fringe benefits paid.)

**APPENDIX B - GRIEVANCE REPORT FORM**

<p>This grievance has been reviewed by the association president and has his/her authorization to proceed.</p> <p>_____</p> <p>Signature of SESPA President</p>
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GRIEVANCE # ( ) SANDUSKY COMMUNITY SCHOOLS - ESP

- |  |                                    |
|--|------------------------------------|
| Refer to Agreement for time limits       | <b><u>Distribution of Form</u></b> |
|  | 1. Personnel                       |
|  | 2. Supervisor                      |
|  | 3. Association President           |
|  | 4. Grievant                        |
| <i>SUBMIT TO SUPERVISOR IN DUPLICATE</i> | 5. Grievance Chairperson           |

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

**LEVEL I and LEVEL II**

Date Cause of Grievance Occurred: \_\_\_\_\_

1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
 Signature Date

3. Disposition by Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
 Signature Date

4. Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**LEVEL III**

1. Date received by Grievance Committee: \_\_\_\_\_

Position of Grievance Committee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

2. Date Received by Superintendent or Designee: \_\_\_\_\_

Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

3. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**LEVEL IV**

1. Date Received by Board of Education or Designee: \_\_\_\_\_

Disposition by Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date



2. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**LEVEL V**

1. Date Submitted to Arbitration: \_\_\_\_\_

Disposition and Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

## APPENDIX C - CODE OF ETHICS OF THE EDUCATION PROFESSION

### Preamble

*The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of the democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.*

*The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.*

*The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than the one specifically designated by the NEA or its affiliates.*

### PRINCIPLE I

#### Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator--

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student's access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly--
  - a. Exclude any student from participation in any program
  - b. Deny benefits to any student
  - c. Grant any advantage to any student
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

## PRINCIPLE II

### Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator--

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a noneducator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

Adopted by the NEA 1975 Representative Assembly

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

By \_\_\_\_\_  
President of the Board

By \_\_\_\_\_  
President of the Association

By \_\_\_\_\_  
Secretary of the Board

By \_\_\_\_\_  
Secretary of the Association

DISTRICT:

ASSOCIATION:

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