

MASTER AGREEMENT

between

SANDUSKY EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION,  
MEA/NEA

and

SANDUSKY COMMUNITY SCHOOLS

JULY 1, 2018 – JUNE 30, 2021

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**AGREEMENT**

- A. This Agreement is made this 27<sup>th</sup> day of June, 2018, 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**

1. Employee: The term "employee" when used hereinafter in this Agreement shall refer only to members of the bargaining unit.
2. Full-Time Employee: 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.
3. Regular Part-Time Employee: The term "regular part-time employee" shall mean an employee who is regularly scheduled to work less than thirty-five (35) hours a week.
4. Substitute: 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.
5. Day(s): The term "day(s)" shall mean a work day(s) where the employees are scheduled to work.
6. 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 that representatives from SESP 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**

1. The parties agree to furnish one another with information required to be made available by law in order to facilitate contract administration and negotiations.

2. It is recognized that the bargaining agent has the responsibility of supporting all employees of the bargaining unit by enforcing the provisions of the master agreement. The employer has the responsibility to provide the bargaining agent with the following information for each bargaining unit employee. By August 1 of each year, the district will provide the SESPAs President the full name, contact information, employment status and base wage/salary from the previous school year of each staff member represented by SESPAs. When any salary or employment status change occurs, or is expected to occur, in the information given to the bargaining agent, the bargaining agent will be notified within one (1) week of the change by the district. The SESPAs President will be notified of all new hires to the district within one (1) week of the hire date.

**C. Association Membership**

1. Employees may either (1) agree to join the Association (S.E.S.P.A.) or (2) choose not pay association dues.
2. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certificated employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. Employees shall also have the right to refrain from such activities. The Board undertakes and agrees that it will not discriminate against any employee with respect to hours, wages, or working conditions by reason of his/her membership in the Association, or lack of membership, his/her participation in collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to hours, wages, or working conditions.
3. 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.), MESSAs programs not fully Employer-paid, credit union, savings bonds, charitable donations, contributions or any other plans or programs jointly approved by the Association and Employer.

**D. Bargaining Unit Duties**

1. 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**

1. 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**

1. 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. 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.
2. 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, unless it negatively effects students or the operation of the district.
3. 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**

1. 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**

1. 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 the personnel file 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. 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. Personnel files are subject to Michigan's Freedom of Information Act (FOIA).

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. Written complaints against a bargaining unit member shall be acted upon by the administration within 10 days with a written remedy clearly stated. The bargaining unit member may submit a written notation or reply within an additional 10 days 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**

1. 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**

- A. 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.
- B. 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. 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 designates Level One as the Supervisor, and the Superintendent or his designated representative to act at Level Two. If the particular grievance is a "class" grievance, affecting employees in more than one classification, the grievance shall be processed directly to Level Two 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.
- B. 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.
- 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**

- A. Upon satisfactory completion of the designated probationary period, a seniority employee will not be disciplined or discharged without just cause.
- B. 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.
- C. 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.
- D. Progressive disciplinary levels are as follows: (1) verbal discussion with employee (documented with a memo of concern); (2) written reprimand; (3) suspension without pay; (4) dismissal. The disciplinary measures imposed for repeated offenses shall be appropriate to the misconduct or deficiency in performance.
- E. The District shall have the right to place an employee on paid suspension for such time as is necessary to complete a disciplinary investigation.
- F. 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.
- G. 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 ninety (90) 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 after the first thirty (30) days of work.
- 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 2/8 times the number of days of accumulation as a two (2) hour employee. ( $2/8 \times 16$  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. The first three bereavement days shall not be deducted from sick leave.
4. The Superintendent may require that any bargaining unit member applying for use of sick leave exceeding three (3) consecutive working days, a pattern of absenteeism, or suspected sick leave abuse to 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 or is injured by or through his/her work with students (within the school district setting), such time absent from work (per doctor's instructions) 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.
- F. The Family Medical Leave Act (FMLA) shall be available to eligible employees as provided by the act. Paid time shall count concurrently with the FMLA. The district uses a "rolling year."

**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.

Members shall be directly notified of Board policy changes within one week of such changes with any needed training provided to them.

5. Administration will consult with union leadership to update job descriptions and evaluation tools. The Administration will have the final decision on all such matters.

**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:
  1. Type of work;
  2. Location of work;
  3. Starting date;
  4. Rate of pay;
  5. Hours to be worked;
  6. Classification;
  7. 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 email and the districts website.

- C. Filling Vacancies. Vacancies shall be filled with the most senior qualified 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 trial 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 trial 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 two years. At the conclusion of two 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 senior 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. The employer shall provide substitutes as required for the absence of a regular staff member under the SESP contract. Current staff members will be permitted to substitute for

colleagues given they have the credentials to perform the job and availability within their normal work schedule.

1. When an employee substitutes in a classification other than their regular assignment, they shall be paid the substitute rate for that classification.
  2. Staff covered by the SESP contract shall have priority over all other individuals in subbing in classifications other than their regular assignment if they are available.
  3. Minor variations in work schedules may be allowed to accommodate the ability to substitute across classifications upon approval of the supervisor and or the superintendent.
  4. Those employees who want to be used as a substitute shall notify the business office of their availability by September 30 of each year. If at some time they no longer wish to be used as a substitute, the employee should notify the business office.
- 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. **Summer Runs:** 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 four (4) work days 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

Employees may choose to work Act of God days beyond the 4 paid days or use accumulated sick leave. If the employee has no sick days, they may either work the hours or receive no pay for those hours. Donated days may not be used for Act of God days.

**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.
1. For the two holidays before and after the Labor Day weekend, the scheduled work day is defined to be any time worked prior to the Labor Day weekend in August.
- 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

Bargaining unit members who work in multiple buildings or multiple positions will be evaluated by one supervisor – to be determined by the Superintendent. The bargaining unit

member will be informed of which administrator or supervisor will be conducting the evaluation per Article X, Part C.

A final written evaluation shall be completed before June 30 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 or a rebuttal to the written evaluation he/she so desires within 10 days to be attached to the evaluation. 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.

Evaluations of employees, if requested, may be re-evaluated by a second supervisor or administrator if granted by the superintendent.

#### E. 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

When a new employee is hired, vacation days will be calculated from the date of hire to June 30<sup>th</sup> on a pro-rated basis. At the conclusion of one year from the date of hire, the employee will be credited with the pro-rated amount as defined above. The pro-rated days will be used before the next June 30<sup>th</sup>. From that date forward, all employees credited with vacation days will be credited on July 1<sup>st</sup> of each year.

- 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**

- A. 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 SESP 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. The employer maintains authority to discipline or discharge for misconduct.

**ARTICLE XX - DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2018, and shall continue in effect until the 30<sup>th</sup> day of June, 2021.
- B. The salary schedules of this Agreement (Appendix A) will be in effect beginning July 1, 2018
- C. 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, a representative from the Sandusky Board of Education, and the district Superintendent.
- D. 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**

**Financial Considerations:**

**SY 18-19**

1.5% increase in all categories.

Longevity will be increased \$1000 for those employees who are eligible.

Note: New wage boxes as of the beginning of this contract - hold harmless any current salary that is above the proposed hourly wage until the next step.

**SY 19-20**

1.5% increase in all categories

**SY 20-21**

To be negotiated by June 30, 2020

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.

<b>AIDES</b>	Beginning 7/1/18	Beginning 7/1/19	Beginning 7/1/20
Years of Service	2018-2019	2019-2020	2020-2021
0-2 years	\$10.91	\$11.07	TBD
2-4 years	\$11.43	\$11.60	TBD
4-6 years	\$11.96	\$12.14	TBD
6-8 years	\$12.46	\$12.65	TBD
8 years and up	\$13.00	\$13.20	TBD
Substitute Pay	\$9.97	\$10.12	TBD

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.

<b>BUS DRIVERS</b>	Beginning 7/1/18	Beginning 7/1/19	Beginning 7/1/20
Years of Service	2018-2019	2019-2020	2020-2021
0-2 years	\$13.93	\$14.13	TBD
2-4 years	\$14.74	\$14.96	TBD
4-6 years	\$15.54	\$15.77	TBD
6-8 years	\$16.34	\$16.59	TBD
8 years and up	\$17.16	\$17.42	TBD
Sub Pay/Extra Trips	\$12.60	\$12.79	TBD

Each run is two hours and a half hours (2 ½ ) minimum except for town (2 hours)  
A minimum of 2 hours shall be paid for all extra trips and athletic drop-off runs.

**Extras**

Pre-School run                    2 hours additional per day

Vocational run 2 1/2 hours additional per day  
Meal allowance \$8.50

<b>SECRETARIAL</b>	Beginning 7/1/18	Beginning 7/1/19	Beginning 7/1/20
Years of Service	2018-2019	2019-2020	2020-2021
0-2 years	\$12.87	\$13.06	TBD
2-4 years	\$13.93	\$14.13	TBD
4-6 years	\$14.97	\$15.20	TBD
6-8 years	\$16.03	\$16.27	TBD
8 years and up	\$17.08	\$17.34	TBD
Substitute Pay	\$11.32	\$11.49	TBD

<b>BUS MECHANIC</b>	Beginning 7/1/18	Beginning 7/1/19	Beginning 7/1/20
Years of Service	2018-2019	2019-2020	2020-2021
0-2 years	\$14.19	\$14.40	TBD
2-4 years*	\$15.20	\$15.43	TBD
4-6 years*	\$16.22	\$16.46	TBD
6-8 years*	\$17.21	\$17.47	TBD
8 years and up*	\$18.23	\$18.50	TBD
Substitute Pay	\$12.17	\$12.35	TBD

\*Must be fully certified to move to the next step.

<b>CUSTODIAL</b>	Beginning 7/1/18	Beginning 7/1/19	Beginning 7/1/20
Years of Service	2018-2019	2019-2020	2020-2021
0-2 years	\$12.23	\$12.41	TBD
2-4 years	\$13.56	\$13.76	TBD
4-6 years	\$14.89	\$15.11	TBD
6-8 years	\$16.23	\$16.47	TBD
8 years and up	\$17.56	\$17.82	TBD
Substitute Pay	\$10.40	\$10.56	TBD

Night Custodian - \$.30 per hour additional

<b>CLERICAL</b>	Beginning 7/1/18	Beginning 7/1/19	Beginning 7/1/20
Years of Service	2018-2019	2019-2020	2020-2021
0-2 years	\$11.47	\$11.64	TBD
2-4 years	\$12.00	\$12.18	TBD
4-6 years	\$12.50	\$12.69	TBD
6-8 years	\$13.01	\$13.21	TBD
8 years and up	\$13.55	\$13.75	TBD
Substitute Pay	\$10.08	\$10.23	TBD

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 one thousand dollars (\$1000.00).

Those employees working less than full time shall have their longevity pay prorated as defined in Appendix A, Paragraph B-3 (i). Longevity payments shall be made in the first pay of December.

**B. Fringe Benefits**

Insurance coverage will be provided based on the following for all staff covered under the SESPA contract:

**1. Beginning July 1, 2015**

The Scope of health insurance options will be as follows in which each employee may choose his/her coverage:

<b>Plan A</b>	
Medical:	MESSA ABC Plan 1 \$1300/\$2600 deductible ABC Rx Riders: none
Dental:	Class I = 90% Class II = 90% Class III = 90% (annual max = \$2000) Class IV = 0% (lifetime max \$0) Riders: 2 cleanings
Vision:	VSP 3 Plus Platinum
Life Insurance:	\$20,000
AD & D:	\$20,000
LTD:	66 2/3 % (Max \$2500) Max Monthly Salary = \$3750 Waiting Period: 90 CDMF Alcohol/Drug: Same as any other illness Mental/Nervous: Same as any other illness

**Plan B**

Dental:           Class I = 90%  
                       Class II = 90%  
                       Class III = 90% (annual max = \$2000)  
                       Class IV = 0% (lifetime max \$0)  
                       Riders: 2 cleanings

Vision:           VSP 3 Plus Platinum

Life Insurance: \$20,000

AD & D:         \$20,000

LTD:             66 2/3 % (Max \$2500)  
                       Max Monthly Salary = \$3750  
                       Waiting Period: 90 CDMF  
                       Alcohol/Drug: Same as any other illness  
                       Mental/Nervous: Same as any other illness

The parties understand that in the event the minimum deductible necessary for the medical plan to comply with the HSA eligibility is increased beyond the current deductible level in the MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

**2. Plan Selection**

Beginning in October 2016 and every fall thereafter, the SESPA (in consultation with the superintendent) will review MESSA plans and decide on which health plans are selected for the group based on a majority vote of the membership. By October 31<sup>st</sup>, the SESPA will inform the district of the selected plans. Employees are able to change plans, if desired, in November (pending open enrollment approval of the insurance provider). New plans and coverage would take effect January 1<sup>st</sup> of each year (pending approval of the insurance provider). Without notice from SESPA by October 31<sup>st</sup>, the current insurance shall continue for the following year

### 3. Insurance Funding

- a. The District shall implement insurance copayments pursuant to PA 152 of 2011 and adopted the hard cap option for the 2015-2016 school year. The Board welcomes input from the SESPA for the following years in regards to utilizing the hard cap or 80/20% provision; however, the final decision will be made solely by the Board.
- b. The district shall pay the annual amounts shown below towards the total cost of the medical insurance described below for the 2015-2016. These amounts will be adjusted yearly based upon the requirements of PA 152 of 2011.
  - \$5,992.30 times the number of Single Subscribers.
  - \$12,531.75 times the number of 2-person Subscribers.
  - \$16,342.66 times the number of Family Subscribers.

The remaining annual costs for the employee's elected medical plan shall be paid by the employee through payroll deduction in equal bi-weekly amounts from each of the employee's paychecks.

- c. Employees may contribute, through payroll deduction, money towards their HSA up to the maximum amounts allowed by federal law.
- d. All non-medical benefits shall be paid fully by the district beginning July 1, 2016.
- e. All SESPA employees who are married to other Sandusky district employees may not take two medical insurance plans at one time. One may take medical insurance coverage (Plan A) and one may take cash in lieu of medical insurance with non-medical coverage (Plan B).
- f. Full-time employees who do not take Plan A medical insurance shall receive Plan B with a cash option of \$100 per month.
- g. Board pays 100% of the deductible for the plan.
- h. 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.
- i. Fringe benefits shall be pro-rated based on 35 hours as full time (example – A six hour per day employee will receive 30/35 of his/her fringe benefits paid). Part-time employees will pay their monthly benefit payment directly to the business office within the first 10 working days of the month (instead of using payroll deduction).

**APPENDIX B - GRIEVANCE REPORT FORM**

This grievance has been reviewed by the association president and has his/her authorization to proceed.  
\_\_\_\_\_  
Signature of SESP A President

GRIEVANCE # ( ) SANDUSKY COMMUNITY SCHOOLS - ESP

Refer to Agreement for time limits  
*SUBMIT TO SUPERVISOR IN DUPLICATE*

**Distribution of Form**  
1. Personnel  
2. Supervisor  
3. Association President  
4. Grievant  
5. Grievance Chairperson

Building      Assignment      Name of Grievant      Date Filed

**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:

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

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