

MASTER AGREEMENT

Between the

Gobles Public Schools

And the

Van Buren County Education Association/
Gobles Educational Support Personnel Association, MEA/NEA

2018-2019

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ARTICLE I
AGREEMENT

1.1 Agreement

This agreement entered into this 10th day of September 2018, by and between the Van Buren County Education Association/Gobles Educational Support Personnel Association-MEA/NEA, hereinafter called the "Union," and the Gobles Public Schools Board of Education, hereinafter called the "Employer."

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

ARTICLE 2
RECOGNITION

2.1 Bargaining Unit Defined

The bargaining unit shall be as certified by the Michigan Employment Relations Commission, namely:

"All full-time and regularly scheduled part-time, secretaries, administrative assistants, paraprofessionals, excluding supervisors as defined by the Commission, district bookkeeper, superintendent's secretary, substitutes and all other employees".

2.2 Employees

Unless otherwise indicated, use of the term "employee" or "bargaining unit employee" when used hereinafter in this Agreement shall refer to all employees included in of the above defined bargaining unit, regardless of whether they pay dues or not. Within the various classifications of bargaining unit employees covered herein, there shall be the following categories:

- a. Part-time: A bargaining unit employee who is employed less than twenty (20) hours per week.
- b. Probationary: A bargaining unit employee who is employed to fill a full- or part-time position for a trial period of ninety (90) calendar days.
- c. School-year employee: A bargaining unit employee employed to work the student school calendar.
- d. Full-year employee: A bargaining unit employee who is employed to work on a twelve (12) month basis.
- e. Administrative schedule: A bargaining unit employee who is an administrative assistant follows the schedule of their supervising administrator as mutually agreed (approximately 215 work days).

2.3 Starting and Ending Times

The normal work day may be modified as the employer determines appropriate, subject to conditions in Section 10.3 of this Agreement.

a. Paraprofessional

The normal work day for paraprofessional employees shall be in accordance with the following schedule:

1. Paraprofessionals-Seven hour and 15 minute minus 30 minutes unpaid lunch (Six hours and forty-five minutes of "duty hours")

The work day may be interrupted by an unpaid lunch period and rest periods, the total of which shall not exceed sixty (60) minutes for the paraprofessional employees. The unpaid lunch and rest periods shall be scheduled by the Principal or Superintendent so as not to interfere with the normal operation of the work place.

b. Secretary and Administrative Assistant Employees

The normal work day for secretaries and administrative assistants shall be in accordance with the following schedule:

1. Secretary and administrative assistant - eight (8) duty hours.
Eight (8) consecutive hours (including one (1) hour paid lunch period - ½ hour for lunch and ½ hour for the 2 paid breaks).

Secretaries and administrative assistants only will be paid for lunch.

2.4 Work Week

Except in the event of an emergency, or unless otherwise mutually agreed to, the work week shall consist of up to five (5) consecutive work days, Monday through Friday inclusive, consistent with break periods, holidays, and vacations as provided in this Agreement.

2.5 Work Year

The work year for all bargaining unit employees shall be as described below with break periods, holidays and vacations as listed in this Agreement.

- a. Paraprofessionals I, II, III, Secretary: The work year shall coincide with the student year, and shall be consistent with break periods, holidays and vacations as listed in this Agreement.
- b. Administrative Assistants: The work year shall coincide with the schedule of their supervising administrator as, mutually agreed with break periods, holidays and vacations as listed in this Agreement.

2.6 Shift Schedule

The first shift is any shift that regularly starts at or after 4:00 a.m. but before noon. The second shift is any shift that regularly starts at or after noon but before 8:00 p.m. A shift shall be deemed to be a regular shift if it is of a duration of at least seven (7) calendar days.

2.7 Work Scheduling

The beginning and end of the work week and work day shall be as scheduled from time to time by the Employer, provided, however, that an employee shall receive reasonable notice of any change in the work or shift schedule.

2.8 Emergencies

Nothing herein shall be construed to limit the authority of the Employer to make temporary assignments to shifts or work duties other than those regularly assigned for the purpose of meeting emergencies including but not limited to conditions resulting from adverse weather, provided, however, that such assignments shall not extend beyond the period of such emergency.

2.9 Work Schedule

Whenever an employee is assigned to perform services for any outside group or organization utilizing the Employer's facilities for which such group or organization pays a fee to the Employer and such assignment does not fall within the regular duty hours of the employee, the employee may be assigned to perform services for the Employer.

2.10 Adverse Weather

- a. No Employees Report - If school is closed due to adverse weather or other emergency (notification via normal media routes or personal contact) before prior to the beginning of the school day, all employees are not required to report. Such employees shall receive their regularly scheduled pay for each day up to the state maximum allowed days.
- b. When the normal school starting time is delayed by reason of adverse weather or other emergency, secretaries and administrative assistants shall be notified when they are to report.

ARTICLE 3

EMPLOYER RIGHTS

3.1 Rights Reserved

It is agreed that the Employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the Union, all the powers, rights, and authority granted by law or which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer. These rights include, by way of illustration and not by way of limitation, the right to:

- a. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
- b. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.
- c. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees, and to reduce or increase the number of hours worked and to determine work hours and days.
- d. Determine and revise job descriptions with input of the Union.
- e. Determine fitness for continued employment and require physical or mental examinations of employees, including drug and alcohol testing, by employer-selected licensed physicians and technicians.
- f. The Employer shall have the right to assign bargaining unit work to non-bargaining unit employees. The Employer may also assign unit work to students, persons funded through other programs, and temporary or seasonal workers, such

as summer help, supervisors, volunteers, and others. This will not reduce or eliminate work from the bargaining unit.

- g. Establish, modify, or change any work, business, shift, or school hours or days (start - stop times only).
- h. Determine the number and location or relocation of its facilities and work stations.
- i. Adopt rules and regulations.
- j. Determine the financial policies, including all accounting procedures.
- k. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.
- l. Establish, modify, or change any condition except those covered by the specific provisions of this Agreement.

3.2 Limitation on Employer Rights

The exercise of the above powers, rights, and authority by the Employer shall be limited only by the express terms of this Agreement.

ARTICLE 4

UNION RIGHTS & RESPONSIBILITIES

4.1 Visitation

Authorized representatives of the Union shall have the right to enter the Employer's premises, upon the showing of proper identification, during working hours for the purpose of ascertaining that the terms of this Agreement are being observed by the parties or for assisting in the adjustment of grievances, provided that no such activity shall interfere in any manner with the conduct and lawful activity of the Employer nor shall any observation by representatives of the Union be in areas which would be detrimental to the management and function of the school system or its students. Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted during working hours for the purpose of conducting any Union activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives from having such limited contact with the employees as shall be necessary to ascertain that the terms of the Agreement are being observed.

4.2 Union Cooperation

The Union agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules, and the rules and regulations of the Employer, are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slow down, strike or other interference with the day-to-day operations of the Employer.

The provisions of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

4.3 Union Leave

The Employer shall grant leaves of absence to Union members upon the request of the Union for the purpose of conducting official Union business, including conventions, workshops, schools and other similar activities, relating to the representation of the employees covered by this Agreement, in accordance with the following guidelines, namely;

- a. Not more than one (1) employee shall be granted a leave at one time, and not more than two (2) such leaves shall be granted during a calendar year.
- b. A leave shall not materially interfere with the normal operations of the Employer or with the discharge of the employee's duties, and shall not exceed five (5) days.
- c. Except for good cause, a request for a leave day shall be made in writing not less than five (5) working days prior to the leave.
- d. All such leaves shall be without pay and at no cost to the Employer.

4.4 Union Communications

The Union shall have the right to use telephone, e-mail, and a designated bulletin board in each building for the purpose of giving notice of Union activities, such as Union meetings, appointments, elections, social activities, news items and the like.

4.5 Meetings

The Union shall have the right to use school facilities at reasonable hours for meetings provided such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities. The Union agrees to abide by the rules and regulations established by the Employer for the use of school facilities.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 Definition

A grievance shall be an alleged violation of the express terms of this Agreement. A bargaining unit employee alleging a grievance must orally discuss the grievance with his/her immediate supervisor and attempt to resolve the matter within three (3) calendar days of the occurrence of the condition giving rise to the grievance.

5.2 Filing

If the grievance is not resolved, the employee must submit a written grievance to his/her immediate supervisor within seven (7) calendar days of the alleged violation of this Agreement. The Grievance Report Form (Appendix A) shall be used. Should an employee fail to institute a grievance within the time limits specified, the grievance shall be considered untimely and will not be processed. The written grievance shall be signed by the grievant and shall specifically state:

- o who is affected;
- o what happened;
- o when it happened;
- o what specific part(s) of the contract is alleged to have been violated;
- o and what specific remedy is requested.

5.3 Level One

The immediate supervisor shall meet with the grievant and the Union representative not later than ten (10) calendar days following receipt of the written grievance. The immediate supervisor shall issue his/her disposition of the grievance in writing within ten (10) calendar days of the meeting.

5.4 Level Two

If the decision of the immediate supervisor is not considered acceptable, the grievant must present the written grievance to the Superintendent or his/her designee within five (5) calendar days of receipt of the decision of the immediate supervisor. The grievant must state the reason(s) why the decision of the immediate supervisor was not considered acceptable. The Superintendent or his/her designee shall meet with the grievant and a Union representative within fifteen (15) calendar days from the date of his/her receipt of the grievance. The Superintendent or his/her designee shall issue a decision in writing relative to the grievance within ten (10) calendar days of the meeting.

5.5 Level Three

If the Union is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period provided above, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the arbitrator's award, and that judgment thereon may be entered in any court of competent jurisdiction. The losing party shall pay the arbitrator's fees and expenses.

5.6 Time Limits

Time limits shall be strictly observed and may be extended only by written mutual agreement. Grievances not timely filed may not be processed. Should an employee or the Union fail to appeal a decision within any time limits specified, all further proceedings on a previously instituted grievance shall be barred and shall be deemed an acceptance of the decision last issued. Should the Employer fail to respond within the time limits specified, the Union may proceed to the next level of the grievance procedure.

5.7 Employee Consent

The Union shall have no right to initiate a grievance involving the right of an employee without his/her express approval in writing thereon.

5.8 Processing

All preparation, filing, presentation, or consideration of grievances shall be held at times other than when the employee or participating Union representative is to be on the job.

5.9 Day Defined

A day shall be defined for this Article as any day the district office conducts business.

ARTICLE 6

NEGOTIATIONS PROCEDURE

6.1 Teams

Neither party in any negotiations shall have any control over the selection of the 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.

6.2 Agreement

There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Union. Copies of this Agreement shall be printed at the mutual cost of the parties within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed by the Employer.

6.3 Discussion of Contract Issues

By mutual agreement, representatives of the Employer and Union may meet to discuss contract issues which may arise.

6.4 Policy Notification

Employees affected by a new or revised policy will be notified.

ARTICLE 7

COMPENSATION & BENEFITS

7.1 Basic Compensation

The basic compensation of each employee shall be as set forth in Appendix A.

7.2 Overtime Compensation

a. Computation

An employee shall be entitled to receive overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for hours worked in excess of forty (40) hours during a work week, except that overtime compensation for hours worked on Sundays shall be at the rate of two (2) times the regular rate of pay of the employee. The Employer agrees that the regularly scheduled work week of employees shall not be rescheduled solely to avoid the payment of overtime.

b. Overtime Scheduling

Overtime work shall be scheduled by the Employer and, except in the case of emergency, must be authorized by the Employer in advance. The Employer shall assign overtime work as equitably as possible among all qualified employees in the same classification and shall maintain an overtime roster containing a record of each employee and the number and date of overtime hours worked. Overtime hours not worked by an employee when requested shall be counted as hours worked for overtime computation purposes.

c. Overtime Compensation

At the employee's option, an employee may take compensatory time off in lieu of overtime pay at the same rate as the overtime pay would be (i.e. 1-1/2 or 2 times). All employees will have the option to accumulate compensatory time off in lieu of overtime pay. This compensatory time shall accumulate at the same rate as the overtime (i.e. 1-1/2 or 2 times regular rate).

The school district shall not be required to pay overtime pay on Saturdays and Sundays if the employee's regular work schedule includes working on these days. The Employer agrees that the regularly scheduled work week of current employees shall not be rescheduled solely to avoid the payment of overtime.

All compensatory time shall be accumulated and may be used under the following conditions:

1. All use of accumulated compensatory time must be approved by the employee's immediate supervisor at least three (3) working days before it is used by the employee.
2. An employee can accumulate a maximum of 40 hours of compensatory time. No more than two (2) consecutive days may be used at one time. However, reasonable

restrictions based upon the operational needs of the District may be imposed before approval is granted.

- d. Any bargaining unit employee that is qualified by state standards may substitute for a teacher and shall receive a \$5.00 differential or the substitute rate, whichever is higher.

7.3 Deductions

The Employer shall have the right to deduct from the pay of each employee such amounts as may be required by law together with such additional sums as may be mutually agreed upon by the Employer and the employee.

ARTICLE 8

SENIORITY

8.1 Definition

Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots.

8.2 Probationary Period

A new employee shall be in a probationary status for the first ninety (90) calendar days of work of active employment. Upon the satisfactory completion of the probationary period, seniority shall be retroactive to the first day worked as a probationary employee and no prior substitute time will count as seniority. There shall be no seniority for probationary employees, and laid-off, suspended or discharged probationary employees shall have no recourse to the terms of this Agreement.

8.3 Seniority Lists

Seniority shall be determined from the employee's last date of hire. Separate seniority lists for custodial, paraprofessionals, technology specialist and secretaries shall be maintained. Copies of the seniority lists shall be posted and also given to the Union President annually. Seniority shall be by job classification.

8.4 Classification

All employees shall be placed in one of the following classifications:

- a. Paraprofessionals
- b. Secretary
- c. Administrative Assistant

2.11 Loss of Seniority

Seniority shall be lost if the employee

- a. Voluntarily quits;
- b. Is discharged and the discharge is not reversed through the procedure set forth in this agreement;
- c. Does not return to work when recalled from layoff as set forth in the recall procedure, provided, however, that the Employer may extend the period for return to work for good cause.
- d. Retires.

ARTICLE 9

VACANCIES & JOB OPENINGS

9.1 Definition

A vacancy is a position which occurs because of a retirement, resignation (and the Employer elects to fill the position after the retirement or resignation) or newly created position that the Employer chooses to implement.

9.2 Notice

Notice of all Employer-approved vacancies and newly created positions within the Union shall be posted in each building for seven (7) calendar days; however, the District shall be able to fill such vacancies temporarily for 30 working days in cases of emergency, after which it shall be filled permanently. Notice for jobs posted during the summer shall be mailed to those employees who make a request in writing to the District Office prior to June 1. Request must specify job classification(s).

Such notice shall contain the following information: type of work, location of work, starting date, rate of pay, hours of work, classification and minimum requirements. The Union President shall be given a copy of all notices the same day the notices are posted.

9.3 Bidding

Any employee may bid on such posted position as designated by Article 9 (9.1), by notifying the Employer in writing within the posting period. If an employee is authorized to be absent from work, the Union shall have the right to submit a bid in writing on behalf of the employee within the posting period.

9.4 Selection

Vacancies shall be filled with the applicant whom the Employer considers to be the most qualified. In making the determination, the Employer shall consider each applicant's seniority, experience, work history, and training and the qualifications required for the position.

9.5 Other Transfers

Nothing herein shall limit the right of the Employer to temporarily transfer an employee. If a vacancy is not filled by bidding, the Employer may use a new hire. An employee who has been temporarily transferred shall receive the rate of pay designated for such position.

9.6 Bidding Limitation

An employee shall not be eligible by right to more than one (1) transfer or new assignment within any twelve (12) month period.

9.7 Shift Preference

Shift preference will be granted on the basis of seniority within the classification. Shift preference shall be exercised only once in any six (6) month period. Exceptions may be made by agreement between the Employer and the Union.

9.8 Voluntary Transfers

Any Employee chosen for a position in accordance with Article 9.3 shall be compensated at the rate of pay for that position in accordance with Schedule A even if that rate is lower than the Employee is currently compensated.

9.9 Involuntary Transfers

If an Employee is involuntarily transferred to a position by the Employer, and if the position is reinstated within two (2) years, the Employee transferred will be offered the option of returning to the original position with the pay rate as identified in Schedule A.

ARTICLE 10

REDUCTION IN PERSONNEL, LAYOFF AND RECALL

10.1 Determination

If the number of Employees shall be in excess of the current requirements of the Employer, the Employer shall have the right to reduce the number of employees.

10.2 Procedure

No employee shall be laid off pursuant to the necessary reduction in force unless the employee and the Union shall have been notified of said layoff at least ten (10) days prior to the effective date of the layoff. The Employer shall first lay off probationary employees within the same job/pay classification, (i.e. paraprofessional, secretary) then the least senior employees within the same job/pay classification, providing however, that there shall be qualified employees remaining to meet the requirements of the Employer. In no case shall the Employer hire a new employee while there are laid off qualified bargaining unit employees on

layoff status. Laid off employees shall be deemed to be qualified in any job/pay classification in which they previously worked for the employer.

10.3 Reduction in Hours

The Employer may reduce work hours of some or all employees rather than reduce the number of employees. In the event of a reduction in the work hours in a classification, qualified employees in the classification may be reassigned by the Employer to positions in the classification for which they are qualified having a greater number of work hours on the work schedule. The Employer may make reassignments of employees based on who is most qualified. A reduction of any employee's work hours shall not take effect until five (5) calendar days after written notice to the affected employee is given by the Employer.

10.4 Recall

Laid off employees shall be recalled in reverse order of layoff to any position in the job/pay classification to which they were previously assigned or previously worked for the employer. A new employee shall not be employed by the Employer in a classification while there are laid off employees from that classification who are qualified for a vacant or newly-created position in that classification.

10.5 Recall Process

Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Employer's records. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given seven (7) calendar days from receipt of notice, excluding Saturdays, Sundays, and holidays, to confirm that he/she will report to work on the date specified. The Employer may fill the position on a temporary basis until the recalled employee can report to work providing the employee has indicated an intent to return within the seven (7) day period. Employees recalled to full-time work (or to as many hours per week as they were working at the time of layoff) for which they are qualified are obligated to take said work. An employee who declines recall to full-time work (or to as many hours per week as he/she was working at the time of layoff) for which he/she is qualified shall forfeit his/her right of recall. Recall rights for employees who have been employed at least 150 work days shall terminate one (1) year after the effective date of layoff. Employees who have not been employed at least 150 work days shall not have recall rights. Acceptance or refusal of recall to a different position which is lower in pay and/or benefits than the position from which the employee was laid off shall not affect his/her rights to a position having pay and benefits as was previously held.

10.6 Unemployment Compensation

A school-year employee who is laid off in the summer and/or who receives unemployment compensation benefits during the summer, and who is recalled before the first day of that year shall have his/her compensation adjusted by an amount equal to the unemployment compensation received.

ARTICLE 11

AUTHORIZED ABSENCE

11.1 Annual Leave

At the beginning of each school year, each full year employee shall be credited with fourteen (14) days of leave allowance, 1,640 hour employees shall be credited with twelve (12) days of leave allowance and each school year employee shall be credited with eleven (11) days of leave allowance. The unused portion of such allowance shall accumulate to 120 days. The Employer shall furnish a written statement at the beginning of each school year setting forth the total leave credit. It is further understood that at the beginning of each school year, each member will be granted their leave days even if this causes the member's maximum to exceed the 120 day limit. The leave days used during the school year will be subtracted from the accumulated days, plus the new days. It is further understood that members may only carry a maximum of one hundred, twenty (120) days over from one year to the next. Employees shall be allowed to use sick leave in one-half (1/2) day increments.

An employee may be asked to explain the reason for any leave requested for a school day immediately before or after a holiday or vacation period, and reasonable restrictions may be imposed on requested leave on such days. Other leave requests may be discussed with a member if there are concerns regarding such leave.

11.2 Leave Day Payout

At the time of retirement or resignation, the employee shall receive thirty (\$30) dollars for each day of accumulated leave to a maximum payout of \$3,600.00.

*In order for an employee to qualify for the leave payout of this section, the following conditions must be met:

- a. Employment with the Gobles Public Schools for a minimum of 10 years.
- b. No pending involvement with the Board of Education or Administration regarding disciplinary action.
- c. Not having a reprimand on file during the past 30 days.
- d. A minimum of 10 calendar days advance written notification must be submitted to the employee's immediate supervisor. This time limit may be waived by the Superintendent in the case of an acceptable emergency or extenuating circumstance.

ARTICLE 12

VACATION

- 12.1 Each twelve-month employee shall be entitled to have a vacation with pay at a time mutually agreeable to the Employer and the employee in accordance with the following schedule, namely:

<u>Employment Period</u>	<u>Vacation Allowance</u>
After one (1) year of uninterrupted service	Five (5) work days
After two (2) years of uninterrupted service	Ten (10) work days
After three (3) years of uninterrupted service	Eleven (11) work days
After four (4) years of uninterrupted service	Twelve (12) work days
After five (5) years of uninterrupted service	Thirteen (13) work days
After six (6) years of uninterrupted service	Fourteen (14) work days
After seven (7) years of uninterrupted service	Fifteen (15) work days
After eight (8) & nine (9) years of uninterrupted service	Sixteen (16) work days
After ten (10) & eleven (11) years of uninterrupted service	Seventeen (17) work days
After twelve (12) & thirteen (13) years of uninterrupted service	Eighteen (18) work days
After fourteen (14) years of uninterrupted service	Nineteen (19) work days
After fifteen (15) years of uninterrupted service	Twenty (20) work days

If an employee quits or is terminated after qualifying for a vacation allowance but prior to receiving such allowance, the employee shall receive, along with his/her final paycheck, such vacation allowance. If an employee retires or dies prior to qualifying for a vacation with pay, he/she or, in the latter case, his/her beneficiaries, shall receive a pro-rata vacation allowance determined as of the date of retirement or death.

ARTICLE 13

HOLIDAYS

13.1 12-Month Employees

12-Month employees shall receive the following holidays, namely:

July 4th	Christmas Day
Labor Day	New Years Eve Day
Thanksgiving Day	New Years Day
Friday after Thanksgiving	Good Friday*
Day before Christmas	Memorial Day

*There are two options available for this day:

Option 1.	Day off - ½ day pay
Option 2.	Work ½ day - pay for full day

13.2 School-Year and Extended School-Year Employees:

School-year and Extended School-Year employees shall receive regular daily compensation for the following holidays:

Labor Day**	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday***
Christmas Eve Day	Memorial Day
Christmas Day	

**Pay shall be received only if Labor Day falls within the regularly scheduled school year.

***Pay shall be received for the Friday of spring break if Good Friday is a designated work day.

13.3 All Employees

Employee's birthday optional off without pay. This day is to be requested at least 5 working days in advance. Christmas and Spring Vacation periods are excluded from the time period from which these days may be taken.

13.4 Holiday Definition and Pay Rates

An employee shall receive his/her regular compensation for the above holidays if the holiday shall be celebrated by law on a work day and if the employee was present or was on an approved absence the last scheduled work day preceding the last scheduled work day preceding the holiday and the first scheduled work day following the holiday, with the permission of the superintendent the employee may be placed on an approved absence. If a holiday falls on Sunday and is celebrated by law on Monday, Monday shall be considered the holiday. If a holiday falls on Saturday, Friday shall be considered the holiday. If an employee works on a holiday recognized in this Section, he/she shall receive one and one-half (1-1/2) times his/her regular hourly wage for the time worked, in addition to holiday pay.

ARTICLE 14

BARGAINING MEMBER EVALUATIONS

14.1 Evaluation

Employees shall be evaluated as deemed appropriate by the Employer. Employees can be expected to be evaluated by their immediate supervisor or designee with input from others on all relevant aspects of their employment including job descriptions. If a supervisor believes an employee is doing unacceptable work, the reason(s) shall be stated in the evaluation, as well as suggestions for improvement. Contents of the evaluations may not be grieved. All observations or evaluations of an employee shall be conducted with the employee's full knowledge. Only the process of the evaluation may be grieved.

14.2 Response

Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. The employee's signature shall not be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if he/she so desires within ten (10) calendar days. All written evaluations are to be placed in the employee's personnel file.

14.3 Termination

If an employee is not continued in employment, the Employer will advise the employee of the reason(s) therefore in writing.

ARTICLE 15

EMPLOYEE CONDUCT AND DISCIPLINE

15.1 Employee Conduct

Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include, but are not limited to, the following:

- a. The performance of all duties with reasonable diligence and in a workmanlike manner.
- b. The prompt notification to the Employer of any physical or mental condition of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge his/her responsibilities.
- c. The prompt notification to the Employer of any defective condition in the physical facilities of the District which may cause injury or damage, or which may be required in order to provide proper maintenance.

- d. The prompt notification to the Employer of any misuse, abuse, or illegal use of any of the physical facilities of the District for which the employee has responsibility.
- e. The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement.
- f. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Employer.
- g. The avoidance of outside employment or other competing activities which may reasonably impair the ability of an employee to adequately discharge his/her duties.
- h. The avoidance of any activity which;
 - 1. Is contrary to the best interests of the Employer and its responsibility to the public for the education, safety and well-being of students and other persons who may use its facilities and the proper preservation of public property, or
 - 2. Is contrary to honesty or good morals.

15.2 Disciplinary Action

Any employee who shall fail to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as the Employer shall determine, including, but not confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge. Discipline (except as the seriousness of an offense in the opinion of the Employer shall otherwise require) shall be progressively applied. All non-probationary employees shall be disciplined with just cause. Probationary employees shall be considered at will.

15.3 Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing within five (5) days and shall present a copy of the letter to his/her immediate supervisor. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

15.4 Representation

A bargaining unit member shall be entitled to have present a representative of the Union 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 Union is present.

15.5 Personnel Files

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 Union accompany him/her in such review. Other examinations of a bargaining unit member's file shall be limited to qualified supervisory personnel.

No derogatory material including, but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material and the complaint has been validated by the Employer. Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any complaints, and the same shall be attached to the file copy of the material in question.

15.6 Absences

If an employee is absent for three (3) consecutive work days without notifying the Employer, in which event the Employer may terminate his employment by sending written notice of such termination to the employee, provided, however, that the Employer shall not be required to terminate such employee's employment if the employee shall establish reasonable cause for his failure to notify the Employer of his absence.

15.7 Notice of Absence

Any employee who is unable to report for work must notify the designated person as soon as possible but in no event later than two (2) hours prior to the employee's reporting time so that a substitute may be obtained if necessary or other arrangements can be made.

15.8 Resignation

Any employee who resigns from employment shall give at least two (2) weeks' written notice to the employee's supervisor.

ARTICLE 16

CONTRACT ADMINISTRATION

16.1 Policies and Other Agreements

Nothing in this Agreement shall limit the right of the Employer to adopt policies, initiate programs, and enter into agreements which are not contrary to the terms of this Agreement.

16.2 Definitions

a. Day

For the purpose of this Agreement, except Article 2, the school "day" shall mean any calendar day except Saturday, Sunday, when the district offices are closed for business or a scheduled holiday.

b. Captions

Captions are included only for the convenience of reference and shall not modify in any way the language of any Article, Section or Provision contained in this Agreement to which such captions may refer.

d. Employee

For the purposes of this Agreement,

1. "Employee" shall refer to any employee who is included within Article 2.1
2. "Twelve-Month Employee" shall mean any Employee who is regularly scheduled to work twelve months each year;
3. "Extended School-Year Employee" shall mean any employee who is regularly scheduled to work beyond the normal school year;
4. "School-Year Employee" shall mean any employee who is regularly scheduled to work during the normal school year.

16.3 Notices

Any written notices given pursuant to this Agreement, unless personally served, shall be deemed to have been received three (3) days following its deposit in the United States mail, postage prepaid, when addressed as follows:

- | | | |
|----|---------------------|---|
| a. | Employer's address: | Office of the Superintendent
Gobles Public Schools
P.O. Box 412
Gobles, MI 49055 |
| b. | Union's address: | Michigan Education Association
4341 South Westnedge Ave
Suite 1210
Kalamazoo, MI 49008 |
| c. | Employee's address: | As set forth in the records of the Employer. |

16.4 Non-discrimination

Each of the parties agrees that the provisions of this Agreement shall be applied uniformly as feasible and without illegal discrimination.

ARTICLE 17

JOB DESCRIPTIONS FOR ALL CLASSIFICATIONS

17.1 Job Description Evaluation

Job descriptions will be developed or reviewed for each classification within sixty (60) calendar days after the ratification of this Agreement. Such job descriptions shall be developed jointly by the Employer's and the Union's negotiations teams, with equal representation from both. The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the Employer. The final job description shall be determined by the employer.

17.2 Interpretation

Both parties recognize that the employee categories as herein defined may not accurately or completely define all of the duties of a position. Accordingly, each party agrees that they shall be interpreted in light of the past practices of the Employer and in a manner which will promote efficiency and quality standards.

ARTICLE 18

GENERAL DUTIES

It shall be the responsibility of each employee to:

- 18.1 Maintain building security and assist other employees in guarding against theft, vandalism, fire, explosion and storm damage. An employee shall report any matter of potential danger, misconduct or equipment malfunction, and shall render assistance until help arrives in order to protect lives and property.
- 18.2 Provide a good example for young people using sound judgment and displaying proper attitudes in performing his/her work, dealing with others, and in personal appearance and conduct.
- 18.3 Perform his/her duties with care and thoroughness using good sense and in the knowledge that his/her contributions are an indispensable part of the teamwork required in promoting good education.

ARTICLE 19

MINIMUM HOURS OF WORK

No employee will be scheduled to work for a period of time that will require him or her to work for less than two hours. If an employee is unable to perform his/her normal duties for the two hour period, the employee may be assigned other duties appropriate to his/her job description to keep him working for the minimum two hour period.

Call-in: Employees called in to work outside of their normal work schedule will receive either two hours pay at their regular hourly rate, or pay for the actual time worked, including any overtime pay, whichever is greater.

ARTICLE 20

EXTENT OF AGREEMENT

20.1 Complete Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment hereto.

20.2 Severability

Each of the provisions of this agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this agreement. If any provision of this agreement is invalidated, either party may request that the parties meet for the purpose of renegotiating any such invalidated provision.

20.3 Practices

This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. All rules, regulations, and practices of the Employer which are not contrary to the provisions of this Agreement shall remain in full force and effect.

ARTICLE 21

GENERAL WORKING CONDITIONS

21.1 Unsafe Work

Bargaining unit employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

21.2 Student Discipline

The Employer shall support and assist bargaining unit employees with respect to the maintenance of control and discipline of students in the bargaining unit employees' assigned work areas. Bargaining unit employees may use such physical force with a student as is necessary to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to district property so far as the law permits.

21.3 Supervision

A bargaining unit employees shall be evaluated and/or disciplined by one supervisor, said supervisor to be designated by the Employer at the beginning of each contract year with written notification provided to each bargaining unit member. In the absence of an immediate supervisor, bargaining unit employees shall not be held accountable or made responsible for the administration or supervision of the building.

ARTICLE 22


EFFECTIVE DATE AND TERMINATION


22.1 This Agreement shall be effective on the date this agreement is ratified by both parties and shall remain in full force and effect until June 30, 2018. The negotiation of a new Agreement shall begin upon the written request of either party made not more than sixty (60) days prior to the expiration of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of, September 10, 2018


VAN BUREN COUNTY EDUCATION
ASSOCIATION/GOBLES EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION,
MEA/NEA

GOBLES PUBLIC SCHOOLS
COUNTIES OF VAN BUREN
AND ALLEGAN, MICHIGAN

BY 
GESPA President

BY 
Board President

BY _____
MEA/VBCEA Representative

BY 
Board Secretary

APPENDIX A

BASIC COMPENSATION

All employees hired before September 8, 2009 will be placed on the following salary schedule:

	<u>2018-19</u>
Administrative Assistant	\$14.59
Secretary	\$14.04
Paraprofessional I (At-Risk, Tech. Lab, Library Tech)	\$12.57
Paraprofessional II (Instructional Assistant)	\$12.13
Paraprofessional III (Building Assistants)	\$11.23

All employees hired on September 8, 2009

	<u>2018-19</u>	<u>2018-19</u>
	90 Days	After 90 Days
Paraprofessional I (At-Risk, Tech. Lab, Library Tech)	\$11.72	\$11.93

Hires after February 17, 2010

	90 Days	After 90 Days
Administrative Assistant	\$12.24	\$12.39
Secretary	\$11.99	\$12.14
Paraprofessional I (At-Risk, Tech. Lab, Library Tech)	\$10.88	\$10.98
Paraprofessional II (Instructional Assistant)	\$10.73	\$10.83
Paraprofessional III (Building Assistants)	\$9.72	\$9.82

Future increases shall be added to the base salary of the employee.

Longevity

A \$0.20 per hour premium will be paid to employees effective on their 10th anniversary date of employment with the school district. In addition to the 10 year premium, employees will be paid an additional \$0.20 premium on the employee's 15th, and 20th year anniversary dates and a \$0.15 per hour premium on the employee's 25th year anniversary date with the district.

Retirement

The Employer will pay the required contribution to the State Retirement Fund for each employee.

Pay Periods

The pay periods for employees covered by this agreement shall end on Monday night every other week.

Shift Differential

All employees working the second shift shall receive thirty (30¢) cents per hour extra.

Professional Development

The Board believes in the concept of professional development/continuing education. Employees are encouraged to participate in such activities. The Board agrees to release employees from their assignment with pay if the specific professional development/continuing education activity is first approved by their immediate supervisor and the Superintendent on an approved form. Costs for these activities will be either partially or totally reimbursed based upon available funding and the total expenses of the activities.

APPENDIX B

FRINGE BENEFITS - MEDICAL AND HOSPITAL INSURANCE

1. The Employer shall provide for each full year or administrative assistant employee who has completed the initial probationary period, medical and hospital insurance specified below. The district will pay the full amount of the state mandated hard cap towards the insurance premiums.

MESSA Choices II Option (\$100/200 in network \$200/400 out of network, \$5 office visit, \$10/\$20 Drug card, Adult Immunizations)

OR

MESSA ABC Plan I

The employee may fund the amount required for the member's coverage in excess of the District's contribution for such coverage on a pre-tax basis under the Section 125c (cafeteria plan) established by the District.

- A. Effective July 1, 2016, the member MESSA health insurance shall be provided through the Van Buren County Consortium.
- B. Medical Hardcap: The medical hardcap rates that are announced annually in October will become active effective January 1, 2019 and each January going forward.
2. The Employer shall provide for each current school-year or extended school year or other employee who works twenty (20) or more hours per week and who has completed the initial probationary period, medical and hospital insurance. The employee shall pay the pro-rated amount based on normal scheduled hours. The employee may fund the amount of the premium required for the member's coverage in excess of the District's contribution for such coverage on a pre-tax basis under a Section 125c (cafeteria plan) established by the District.

Insured

Choice A

MESSA Choices II Option
(\$100/\$200 in network \$200/\$400
Out-of-Network Deductible, \$5
Office Visit, \$10/\$20 Drug Card,
Adult Immunizations)

<u>Insured</u>	<u>Employer Contribution</u>
Single Subscriber	Prorated full year rate based upon normal scheduled hours
Self & Spouse or Self & Child	Prorated full year rate based upon normal scheduled hours
Full Family	Prorated full year rate based upon normal scheduled hours

The employee may fund the amount required for the member's coverage in excess of the District's contribution for such coverage on a pre-tax basis under the Section 125c (cafeteria plan) established by the District.

3. Bargaining unit members hired before February 17, 2010, whose normal scheduled hours are 20 or more are eligible to elect cash-in-lieu instead of health insurance. The bargaining unit employee who elects cash-in-lieu shall have their annual cash in lieu remain at the 2014-15 levels (administrative assistants/secretaries shall receive \$5233.36, and paraprofessionals shall receive \$3781.82).
4. All full year, school year, and administrative schedule employees hired after February 17, 2010, shall receive \$3500 as additional cash compensation subject to applicable withholding requirements instead of medical and hospital insurance if their normal scheduled hours are 20 or more hours per week. If the bargaining unit employee occasionally works more than 20 hours per week, he/she shall receive equivalent cash in lieu for the week or weeks in excess of 20 hours.

Employees who first begin active employment after January 1 of the start of the school year, shall have their additional cash compensation prorated for the remaining months in the school year.

An example for illustration purposes:

School year employee: 10 months x \$350 = \$3,500.

If an employee begins their first day of employment on February 1,
then five (5) months of the school year remains.

Therefore, the employee shall receive a prorated amount of 5 months x \$350 = \$1,750.

This \$3500 additional cash compensation may be applied toward the purchase of insurance benefits (MESSA Choices II Option above: \$100/\$200 In-Network \$200/\$400 Out-of-Network Deductible, \$5 Office Visit, Adult Immunizations with \$10/\$20 Drug Card or MESSA ABC Plan I) and the employee may fund the amount of the premium required for the member's coverage in excess of the \$3500 for such coverage on a pre-tax basis under a Section 125c (cafeteria plan) established by the District.

5. The Board maintains an "IRS Section 125 Plan" to allow for pretax deductions of the support staff's portion of the premium for health insurance.

**APPENDIX C
GRIEVANCE REPORT FORM**

Grievance# _____

Distribution of Form

1. Superintendent
2. Building Principal/Director of Operations
3. Union
4. Grievant

Submit to Building Principal/Director of Operations in Duplicate

Date Received by Building Principal/Director of Operations _____

LEVEL 1

A. Date Cause of Grievance Occurred: _____

B. (If additional space is needed, attach an additional sheet).

1. Article/Section Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Signature of Grievant Date

C. Disposition of Building Principal/Director of Operations: _____

Signature Date

D. Position of Grievant: _____

Signature Date

E. Position of Union: _____

Signature Date

LEVEL II

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature Date

Letter of Understanding

Between the

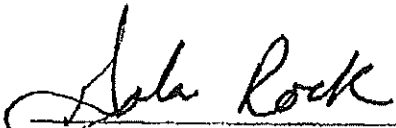
Gobles Board Education

And the

Gobles Educational Support Personnel Association, VBCEA/MEA-NEA

The parties agree to evaluate the responsibilities and hours of the employees working in the district's libraries.

The employees shall meet prior to school starting and once each quarter with the appropriate administration.


Gobles Board of Education Representative

Date

9/28/15

Gobles ESPA Representative

Date