

8/31/94

AGREEMENT

between

NEWAYGO COUNTY INTERMEDIATE SCHOOL BOARD

and

NEWAYGO COUNTY INTERMEDIATE SCHOOL DISTRICT

SERVICE STAFF/MICHIGAN EDUCATIONAL

SUPPORT AND PERSONNEL ASSOCIATION

1993-1994

Newaygo County Intermediate School District

TABLE OF CONTENTS

Article 1	Recognition	1
Article 2	Definitions	1
Article 3	Caucus Meetings	2
Article 4	Individual Rights and Reprimand	2
Article 5	Association Rights	3
Article 6	Association Security & Payroll	4
Article 7	Grievance & Arbitration Procedure	5
Article 8	Seniority	7
Article 9	Layoff & Recall	8
Article 10	Vacancies, Promotion & Transfers	10
Article 11	1993-94 Support Staff Salary Schedule	11
Article 12	Overtime	12
Article 13	Fringe Benefits	12
Article 14	Hours, Schedules and Calendar	15
Article 15	Leaves of Absence	16
Article 16	Miscellaneous	19
Article 17	Worker's Compensation	20
Article 18	Management Rights	20
Article 19	Advance Training	21
Article 20	Duration	22

AGREEMENT

This Agreement made and entered into September 1, 1993, by and between the Newaygo County Intermediate School Board, hereinafter referred to as the "Board" and the Newaygo County Intermediate School District Service Staff/Michigan Educational Support and Personnel Association, hereinafter referred to as the "Association".

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

ARTICLE 1

RECOGNITION

The Board recognizes the Association as a sole bargaining representative for secretaries, bookkeepers, teacher aides, custodians, paraprofessionals, and bus drivers; excluding all supervisory personnel including all directors, supervisors, administrative support employees, secretary to the superintendent, temporary employees and substitutes.

ARTICLE 2

DEFINITIONS

A. School-Year Employee:

Employees who are scheduled to work the school year as set by the school calendar. This scheduled work year may be extended but said extension may not exceed twenty (20) working days. Notification of an extension of work will be made in writing not less than thirty (30) calendar days prior to the extension, except when required by law or state agency. Under this exception, notice will be transmitted to the Association upon receipt thereof.

B. Full-Year Employee:

Employee working twelve (12) months a year.

C. Part-Time Employee:

1. Employees working less than thirty-five (35) hours per week shall be considered part-time and shall not receive the full paid insurance coverage listed under fringe benefits. Employees receiving the full paid insurance coverage prior to June 30, 1987, and working less than thirty-five (35) hours a week, will continue to receive the insurance benefits.

2. The Board shall employ no more than two (2) part-time employees in any classification (except Aides and paraprofessionals) in any facility. Paraprofessionals employed prior to July 1, 1993 and receiving full paid insurance shall continue full paid insurance benefits even if working less than thirty-five (35) hours a week.

D. Students:

The Board shall have the right to hire students. "It is the policy of the Board to provide jobs for students to assist

them in obtaining an education. It is the intent of the Board to use student employees to supplement the regular work force and not replace it."

The Union thereby agrees to allow students to be hired for all areas of representation of this contract. This shall include but not be limited to JTPA - CO-OP and other specific job-training programs.

In no event shall the hiring of any student serve to reduce the number of present bargaining unit members.

ARTICLE 3

CAUCUS MEETINGS

The superintendent and designee will meet with two (2) representatives of the Association as needed during the duration of the contract. Upon forty-eight hours notice by either party, a meeting may be scheduled.

ARTICLE 4

INDIVIDUAL RIGHTS AND REPRIMAND

- A. Any member of the bargaining unit shall have the right to review the contents of his/her personnel records, excluding initial references, of the district pertaining to said bargaining unit member, originating after initial employment and to have a representative of the Association accompany him/her in such review. No evaluative or disciplinary material will be placed in his/her personnel file without written notification.

If the bargaining unit member disagrees with any information contained in his/her personnel file and the information is not removed or corrected, the bargaining unit member shall within 10 days attach a written statement explaining the employee's position.

There shall be only one personnel file maintained on any bargaining unit member. Such personnel file shall be kept in the Superintendent's Office and/or Career-Tech Center Office.

- B. No bargaining unit member who has completed his/her probationary period shall be disciplined, dismissed, reduced in compensation or deprived of any contractual right without just cause (replaces 7B-5).
- C. Any bargaining unit member shall be entitled to have present an available representative of the Association during any

meeting which disciplinary action other than a verbal warning may result. When 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.

- D. Oral criticism or oral reprimands of staff before a member of the public, other staff or students by administration, shall be subject to review under the grievance procedure at option of allegedly unreasonably criticized or reprimanded staff member.
- E. The Board and Association agree that they shall not discriminate against any employee in any employment matter, assignment, promotion, demotion because of race, creed, age, sex, handicap, union membership or activity, political affiliation, height, weight, marital status, national origin as required by law or for the exercise of any right guaranteed under this Agreement.

The Board and Association additionally recognize that their commitment to non-discrimination may require reasonable accommodation to employees and accordingly agree to jointly confer with any employee making such a request.

ARTICLE 5

Association RIGHTS

- A. The Association shall have the right to use school facilities and office equipment outside of regular scheduled school hours. The use of said equipment shall be at such reasonable cost of all materials, labor, and supplies incidental to such use and further, the Association agrees to pay for any damages to said equipment incidental to Association use. The Association shall request in writing to the building administrator the use of any facilities.
- B. Budget and Tax Information: The Association, upon request, shall be duly advised by the Board of the fiscal budgetary and tax programs affecting the district.
- C. At the beginning of every school year, the Association shall be credited with five (5) collective days to be used by persons who are officers or agents of the Association. The president agrees to notify the administration no less than forty-eight (48) hours in advance of taking such leave. The Association agrees to reimburse the Board for the cost of a substitute if one is hired to fill the vacancy for this leave period.

- D. Bargaining unit members shall be allowed to conduct union business on school district property during the assigned lunch periods. Permission to conduct union business at other times during the day must be received from the appropriate administrator(s).

ARTICLE 6

Association SECURITY AND PAYROLL DEDUCTIONS

- A. (1) Each bargaining unit member shall, as a condition of employment, (a) within thirty (30) calendar days of the beginning of their employment or by October 1, whichever is later, have joined the Association and authorized deduction of membership dues pursuant to section 6-c, or (b) pay a service fee to the Association, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall pursuant to MCLA 408.477; MSA 17.277 (7) And at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Before initiating involuntary payroll deductions, the board will offer a due process hearing to the employee to hear their claim(s). Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.
- (2) Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this section shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

- B. All bargaining unit employees hired after the ratification date of this agreement must, after completion of their probationary period as specified in this agreement become and remain members in good standing of MESPA or pay a service fee as described in 6A.
- C. The Board shall deduct from the pay of each bargaining unit member from whom it receives authorization to do so, the required amount for the payment of dues or service fees. Such dues or fees, accompanied by a list of bargaining unit members from whom they have been deducted and the amount deducted from each, shall be forwarded to the Association no later than thirty (30) calendar days after the deductions were made.
- D. The Board shall deduct from the pay of each bargaining unit member from whom it received authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donation, or any other plans or programs jointly approved by the Board and the Association.
- E. The Association agrees to indemnify and save the Board and its agents harmless, against any and all claims, demands, suits, or other forms of liability which may arise out or in compliance with the Association Security provisions of this agreement or in reliance upon a payroll deduction authorization forwarded to the Board pursuant to the payroll deduction provision of this agreement. In addition, the Association shall provide legal counsel at its expense to defend the Board on its agents in any and all claims, demands, suits, or actions arising out of this article. The Association agrees that it will not claim the indemnity as void or unenforceable if any proceedings occur.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

A. Grievance Procedure

A claim by a bargaining unit member or the Association that there has been a violation, misinterpretation or misapplication of any provision of this contract, dismissal or disciplinary action taken by the Board or its agents may be processed as a grievance as hereinafter provided.

In the event that a bargaining unit member believes there is basis for a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor either personally or accompanied by his/her Association representative.

If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, he/she may invoke the

formal grievance procedure through written form signed by the grievant or a representative of the Association, which form shall be available from the Association representative. In order to invoke the formal grievance procedure, the written grievance as required herein, shall meet all of the following conditions:

1. It shall be signed by the grievant or grievants or the Association;
2. It shall contain a specific synopsis of the facts giving rise to the alleged violation;
3. It shall cite the section or subsections of this contract or rule, order or regulations of the Board, relating to wages, hours, terms or conditions of employment alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested;
6. It shall be filed within ten (10) work days of the alleged violation, misinterpretation or misapplication.
7. The Association shall have no right to grieve any evaluation or dismissal of any probationary employee.

A copy of the grievance form shall be delivered to the immediate supervisor. Within five (5) work days of receipt of the grievance, the supervisor shall meet with the Association in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting (or ten (10) work days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Such transmissions to the superintendent shall occur not later than fifteen (15) work days from and after date of filing. Within seven (7) work days, the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.

If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) work days of such meeting or ten (10) work days from the date of filing, whichever shall be

later), the grievance shall be transmitted to the Board by filing a written copy thereof. Such transmissions to the Board shall occur not later than fifteen (15) work days from and after date of filing with the superintendent. The Board, no later than its next meeting or within ten (10) work days, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) work days thereafter. A copy of such disposition shall be furnished to the Association.

B. Arbitration

If the Association is not satisfied with the disposition of the grievance at the Board level, it may, within ten (10) work days after the decision of the Board, refer the matter to the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

1. Neither party may raise a new defense or ground at the arbitration level.

2. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

3. 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.

4. The cost and expenses of the arbitrator shall be shared equally by both parties.

5. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure.

6. If either party cancels or postpones a scheduled arbitration hearing and a cost is incurred, the canceling party shall pay the total service charge. In the event the parties mutually agree to postpone or cancel an arbitration hearing, any fees shall be shared equally by both parties.

ARTICLE 8

SENIORITY

A. Any new employee will be considered a probationary employee until he or she has been employed and worked for sixty (60) work days. A thirty (30) work-day extension may be added at the discretion of the superintendent. At the end of the probationary period, each new employee will be entered on the seniority list as of the date of his or her employment at Newaygo County Intermediate

School District. Employment is defined as the first date worked in a posted regular assignment. Alphabetical order ("a" being highest) by last name will be used to break a tie in the same classification on the seniority list.

Probationary employees will not be granted fringe benefits during the probationary period except for health care benefits.

Sick leave and personal leave shall not be used during the probationary period. If the employee is placed on regular status at the close of the probationary period, the employee's sick leave and personal leave account will be credited with the number of days which would have been earned if the employee were not a probationary employee.

B. If an employee changes his/her area of employment (classification) within the intermediate school district, a new seniority date is established for purposes of layoff and recall only within the new classification. Seniority accruing within the new classification will continue to accrue in the previous classification but seniority accrued in the previous classification will not be carried into the new classification.

Employees moving from one classification to another shall serve a ninety (90) calendar day trial period in the new classification without a limitation on fringe benefits. The trial employee's previous job will be filled with a substitute. If the employee does not pass the trial period they will be returned to their previous job. Reasons for failing the trial period may not be arbitrary and capricious but need not meet the just cause standard. Either the employee or the Board may terminate the trial period at any time and thus return the employee to their previous assignment.

C. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, seniority is retained if severance of employment is due to layoff. In case of layoff, bargaining unit members so affected shall retain all seniority rights accumulated as of the effective date of layoff, not to exceed eighteen (18) months.

ARTICLE 9

LAYOFF AND RECALL

A. Determination and Effect. If the Board determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees in a classification or to eliminate or consolidate positions. Compensation and fringe benefits shall be suspended during any periods of layoff. The Board agrees to pay insurance benefit

premiums for a period of thirty (30) days following the layoff for employees with one full year of seniority.

B. Layoff Procedure. Except as otherwise provided in this agreement, employees shall be laid off within a classification in the following order:

1. Contracted employees in the affected classification shall be terminated first.
2. Probationary employees within the affected classification shall be laid off next.
3. The least seniored hourly employee in the classification shall be laid off next, provided that the affected employee(s) to be transferred in the classification are qualified to meet the job requirements of the Board.
4. If an employee selected for lay-off has sufficient seniority in another classification, he/she may if qualified, displace the least seniored employee with the same or less hours in that classification if notice is given to the Board prior to the effective date of layoff.

C. Notice of Layoff: the Board shall give twenty-five (25) calendar days written notice of layoff to the employee(s) affected. Whenever possible the Board shall give not less than sixty (60) days written notice to the affected employee(s).

D. Recall Procedure: The most seniored employee in the classification shall be recalled first, provided that the Board shall determine that the employee is qualified to perform the duties of the position to be filled. If the employee shall fail to report for work within fifteen (15) days from the date of notification by certified mail, return receipt requested, unless an extension is granted in writing by the Board, the employee shall be considered a voluntary quit and shall thereby automatically terminate his/her employment relationship with the Board. The employee may decline the recall and maintain unemployment status if the job would constitute under-employment as determined by M.E.S.C. The employee is on recall for a period equal to his/her seniority, or eighteen (18) months, whichever is less. See Article 8D.

E. Change of address: it shall be the responsibility of each employee to notify the Board of any change of address. The employee's address as it appears on the Board's record shall be conclusive.

F. Association notice: the Board shall notify the Association of each layoff and recall by providing the Association with a copy of the affected employees layoff or recall notice. The decision of the Board shall be binding unless the Association shall object within four (4) work days and shall confirm the objection in writing within five (5) work days. If the Board does not accept the Association claim, the decision of the Board shall remain in

effect pending a determinate under the grievance and arbitration. Except as an arbitrator shall determine that the Board acted in bad faith, the remedy shall be limited to implementing the proper layoff or recall.

ARTICLE 10

VACANCIES, PROMOTION AND TRANSFERS

- A. All vacancies shall be posted in a conspicuous place in each building of the District for a period of five (5) work days. Postings shall include the number of hours per day. However, in the case of paraprofessionals and aides, before posting, the District may transfer an employee into a vacancy where the employee is having difficulty with the other participants in the classroom setting. Prior to such transfer, the employee and Association shall be given notice of such difficulty and the need for transfer will be discussed with the Association.
- B. Interested employees may apply in writing to the superintendent or his designee, within the five (5) day posting period. The Board shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of the same to the Union president by U.S. mail, and if requested by an employee, to that employee who has filed the request.
- C. Vacancies shall be filled with the most senior applicant who meets the job qualifications, from within the affected classification. Paraprofessionals and secretaries are grandfathered as qualified in their current areas of assignment as of August 15, 1993. Paraprofessionals and secretaries can be trained and gain qualification status in other assignments (see: advanced training article 19). The qualification designation for additional assignments is limited to a period of five (5) years if the employee is not working in that designated area. To be requalified an employee must demonstrate competency to the Career-Tech center director by a test in the designated area.
- D. Employees transferred to a new classification shall be placed on the step in the new classification which is closest to their current hourly rate, but not at a lower rate of pay.
- E. The school year employees are not required to work during the summer months as a condition of continued employment, except as otherwise provided in article 2a of this agreement. These employees may use and accumulate prorated sick days during this period.
- G. The Association shall be given notice within five (5) calendar days of any hires into the bargaining unit.

ARTICLE 11 - SALARY

1993-94 SUPPORT STAFF WAGE SCHEDULE

ACCOUNTING, PAYROLL,						
STEP	SEC. II	SEC. III	AIDE	PARA-PRO	CUST. II	

INCREASE OF	1	\$8.33	\$10.13	\$7.71	\$10.23	\$10.55
3.25%	* A	8.65	10.40	8.01	10.58	10.86
	** B	8.97	10.72	8.34	10.87	11.18
	2	9.41	11.15	8.77	11.32	11.61
	3	9.91	11.68	9.91	11.85	12.16
	4	\$10.45	\$12.21	\$10.45	\$12.36	\$12.67
	5	10.45	12.21	10.45	12.36	12.67
	6	10.45	12.21	10.45	12.36	12.67
	7	10.45	12.21	10.45	12.36	12.67

LONGEVITY						
AFTER 7 YEARS- STEP 7 + 5% OF STEP 1		+ 0.42	+ 0.51	+ 0.39	+ 0.51	+ 0.53
	8 - 10	10.87	12.72	10.83	12.87	13.20
AFTER 10 YEARS- STEP 7 + 10% OF STEP 1		+ 0.83	+ 1.01	+ 0.77	+ 1.02	+ 1.06
	11 - 15	11.28	13.23	11.22	13.38	13.72
AFTER 15 YEARS- STEP 7 + 13% OF STEP 1		+ 1.08	+ 1.32	+ 1.00	+ 1.33	+ 1.37
	16 - 20	11.53	13.53	11.45	13.69	14.04
AFTER 20 YEARS- STEP 7 + 15% OF STEP 1		+ 1.25	+ 1.52	+ 1.16	+ 1.53	+ 1.58
	21+	11.70	13.73	11.61	13.89	14.25

* A \ 60 - 90 DAYS (AFTER PROBATION)

** B \ 180 DAYS

ARTICLE 12

OVERTIME

Overtime compensation shall be paid as follows:

1. All overtime must have prior approval of the program director or supervisor.
2. All hours up to forty (40) per week shall be paid at regular rate.
3. All hours in a week over forty (40) shall be paid at time and one-half of the regular rate.
4. Flex-time as negotiated with the Association shall not be applicable to this section.

ARTICLE 13

FRINGE BENEFITS

A. Vacation - Full-year employee:

1. One day per month, added on the first of the month for the previous month. Accumulation shall be in days based on the number of hours of the employee's normal work day for the previous month. Vacation time may be accumulated to a maximum of twenty (20) prorated days. No hours may be credited beyond the maximum and if not used, shall be considered lost. Employees who have accumulated twenty (20) days vacation hours shall notify their supervisor at least one week prior to losing any additional vacation time of their intent to take a vacation time of at least one day. If such vacation is not scheduled within one week, then the District must allow the employee to take such additional vacation within thirty (30) days of the date in which such vacation would have been lost and if such vacation is not scheduled in that period by the District, then the employee shall be paid for such vacation time at his regular rate.

2. After the completion of five (5) years, an additional 1/4 day per month will be granted. After the completion of seven (7) years, an additional 1/4 day per month will be granted.

3. The scheduling of vacation time must be done with the approval of the administration.

4. The Board shall make a written response to all vacation requests within three (3) work days, unless an emergency requires immediate approval.

B. Holidays

1. School-year staff shall receive the following paid holidays. They shall be paid at the employee's daily rate:

Labor Day

Thanksgiving and the day after

Christmas

New Year's Day

Good Friday

Memorial Day

July 4 (if working in the summer)

2. Full-year staff shall receive the following paid holidays. They shall be paid at the employee's daily rate:

Labor Day

Thanksgiving and the day after

Christmas and the day before

New Year's Day and the day before

Good Friday

Memorial Day

July 4

3. In years in which the New Year's and Christmas related holidays fall on a weekend, the District will notify employees by October 1 of the vacation schedule for those days.

C. Insurance

1. Full-time (35+ hours per week) employees may choose one of the following options:
 - a. The Board shall provide without cost to the bargaining unit member, MESSA Super Care I protection for a twelve (12) month period for the

employee and his/her entire family and any other eligible dependents as defined by MESSA. With attainment of Medicare eligibility, either MESSA Super Care I or Limited Medicare Supplement may be paid on behalf of the employee and spouse.

Deductibles for health and prescriptions are reimbursable semi-annually by the Board upon submission of paid receipts by January 1 and July 1. Bills should first be submitted to MESSA to verify deductible status.

- b. Employees not electing health insurance coverage shall apply an amount of \$150.00 per month toward MESSA options or a tax shelter annuity program approved by the Board of Education.
2. The Board shall provide without cost to each eligible full-year employee:
 - a. MESSA Plan II Long-Term Disability Insurance. Benefits shall be paid at 66-2/3% of salary up to a monthly maximum of \$2,500, and shall begin after expiration of the greater of the employee's accumulated sick leave or 90 calendar days. vacation leave time may be used to supplement the salary difference between the ltd payments and full salary.
 - b. MESSA/Delta Dental Plan A Class I, II, III (with 006 Orthodontic Rider) and \$1,500 for Class I and II.
 - c. Vision Care Plan VSP-3 for full-year employees.
3. School-Year employees eligible to receive the health insurance benefit, shall also receive MESSA/Delta Dental Plan A Class I, II (\$1,500 Maximum) and Vision VSP 1.
4. Employees who work at least twenty (20) hours per week and are otherwise ineligible for any of the FULL PAID insurance coverage described above shall receive \$100.00 per month for health insurance or \$50.00 For a TSA or MESSA fixed options.
Employees working between 25 and 34.9 hours per week shall receive \$150.00 per month towards health insurance or \$75.00 Per month for a tsa or messa fixed options. Employee insurance fees shall be payroll deducted monthly in advance. Employee's share of insurance premiums shall be deducted each month in advance.
5. The Board will provide an opportunity for employees currently not eligible to participate in health insurance

programs available to support staff in the school district. The cost of all programs will be borne solely by the employee.

6. The Board shall make timely payment of insurance premium for all persons to assure coverage for the full twelve (12)-month period commencing October 1 and ending September 30 even though the employee may not be returning the next school year.

ARTICLE 14

HOURS, SCHEDULES AND CALENDAR

A. NUMBER OF HOURS: The Board shall retain the right to determine the hours of each employee subject to the following limitations:

1. Employees whose hours are changed (reduced or increased) shall receive twenty-five (25) calendar days notice. When the administration determines it is necessary to change hours by more than fifteen (15) minutes it shall give written notice of the contemplated change to the Association president prior to the implementation of the change.
2. Upon request of the Association, the administration will meet with the designated Association representative to discuss the effects of the change and consider any alternatives proposed by the Association.
3. No change in hours shall be made unless it is necessary to accomplish the economical and/or efficient operation of the district. The factors considered in changing hours shall include but not be limited to funding, changes in program and/or re-enrollment, availability and qualifications of personnel due to changes in program and/or enrollment. No change shall be made solely for punitive reasons.
4. If the Board reduces the hours of a position more than 10%, the affected employee, if qualified, has the right to displace the least senior employee in the classification with up to the same number of days and hours in order to maintain his/her original hours on the greatest portion thereof.
5. Notwithstanding the above procedures, the Board will resort to the layoff procedure before reducing hours where layoffs are economically and programmatically feasible.

B. Schedules: The Board shall retain the right to set work schedules. The notification period, process, and limitations described in article 14-a, 1, 2, and 3, shall apply to schedule changes.

C. 1. SCHOOL CLOSURE: School-year employees - When Fremont, Grant, Hesperia, Newaygo, and White Cloud School Districts are closed, then the Career-Tech Center shall be closed and employees paid at their regular hourly rate. The make-up days shall be determined by the Board, but shall not extend an employee's work year beyond one hundred eighty (180) student contact days.

Full-year Employees - full-year employees shall report to their assigned position unless an extreme emergency shall occur; the Superintendent shall determine the emergency and declare all buildings closed. An employee that does not report shall be docked one (1) full day's pay. When an extreme emergency is declared, the full-year employee shall be paid his regular day's pay. Full-year employees who are asked to report to work on a day when all buildings are closed, shall be paid at double their regular rate unless all full-year employees are asked to report on that day.

2. SHORTENED DAY: All employees will report at their regularly assigned places and times unless all local K-12 school districts delay their start of the school day or closes school early for any reason. Employees whose arrival is reasonably delayed as a result of the conditions for which the late start is declared, shall not have their pay docked.

3. CALENDAR: All Career-Tech Center Paraprofessionals and Secretaries will follow the calendar developed for the Career-Tech Center. All remaining staff will follow a calendar developed by their supervisor. Modifications made to the Career-Tech Center Calendar for such reasons will be adhered to by the Career-Tech Center staff. The calendar for all remaining staff will be modified as needed to meet program requirements.

ARTICLE 15

LEAVES OF ABSENCE

A. Bereavement Leave

With the superintendent's approval, each employee shall be granted up to six (6) days emergency leave in the event of the death of spouse, child, parent, brother, sister, grandparent, spouse's parent, spouse's grandparent, grandchild, stepchild,

stepparents, stepbrother, or stepsister, brother-in-law or sister-in-law. A maximum of six (6) days may be used under this article. Upon approval of the superintendent, additional days may be charged against personal or sick leave.

B. Sick Leave

Leave for illness or disability shall be granted to each employee upon the following basis:

1. Full-year employees will earn twelve (12) days per year. They shall be awarded one (1) day per month.
2. School-year employees will earn ten (10) days per year. They will be awarded one (1) day per month.
3. Sick leave may be accumulated to a maximum of 110 days.
4. Days in excess of 110 may be deposited in the group sick bank for half credit for that employee up to a maximum of five (5) days. These extra days will be given to that employee when all personal sick leave is exhausted.
5. Staff may join a group sick bank by donating one sick day to the bank by October 1st or within one month of employment. A member of the bank may borrow days when approved by the committee designated to regulate the bank. The committee shall be made up of the Association president, the superintendent, and a member of the bank selected annually by the two standing members, one being from special education and one being from career-technical education. Borrowed days will be repaid to the bank at a rate of at least 20% per year, by a paper transfer by the business office.
6. Sick leave up to five (5) days per year may be used for illness of spouse in house, children or parents needing the employee's care.
7. The employee must notify their supervisor at least one hour prior to usual starting time except in case of emergency.
8. After the fifth day of absence, the Board may request a doctor's verification of illness covering the length of absence for which the employee is paid. Misuse of leave may result in disciplinary action.
9. Sick leave may be used in one-hour blocks. Medical appointments may be charged to sick leave or personal leave.

10. The employee may use all or any portion of sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery, and shall return to service as soon as medically certified physically able by her physician. Such disability shall be treated as any other disability.

C. Personal Leave

School-year employees will be granted two (2) days personal leave and full-year employees will be granted three (3) days personal leave.

1. Use to extend a vacation, holiday, or deer day must be listed on the application and be approved by the superintendent. Reasons for all other leaves need not be listed on the application.
2. Application for personal leave shall be made at least forty-eight (48) hours before taking such leave (except in case of emergency).
3. Personal leave is not cumulative.
4. Any unused portion of the personal leave shall be added to the employees sick leave bank at the end of the year.

D. Other Leaves

1. Extended Sick Leave/Disability Leave

Upon submission of a doctor's verification of illness, the Board may grant a leave without pay up to ninety (90) days. The leave may be extended at the Board's discretion. In no event shall such a leave exceed two (2) years. Failure to return shall be considered a voluntary quit.

Insurance benefits may be extended through the first ninety (90) days of said leave. No sick leave or vacation time shall accrue on this leave.

School-year employees on leaves extending into the summer shall provide by June 30 a doctor's verification of the employee's ability or inability to return to work.

2. Unpaid Leaves

An unpaid leave of absence may be granted upon approval of the superintendent. The superintendent's decision can only be appealed to the board level. This section shall not restrict granting unpaid leaves required by law, i.e., Family Leave Act of 1992.

ARTICLE 16

MISCELLANEOUS

A. Evaluation

The purpose of employee evaluation is to improve employee performance.

1. **Formal Evaluation:** Each employee will be evaluated based upon a job description designed to fit each classification with addition of individual features. This job description will be developed by the Board with the right of input from the designated employee representatives.

All bargaining unit members will be evaluated not less than once every two years. Probationary employees will be evaluated at least once during their first sixty (60) days of employment.

In case of extended probation, the employee shall be evaluated at least once during said time.

2. **Informal evaluation:** after the probationary period an employee may request to pursue with their supervisor a self-development plan in place of a formal evaluation. If approved, a self-development plan summary report will be annually placed in their personnel file, but it shall not be used for disciplinary purposes.

B. Contract Language

No part of this contract should be considered to vest any permanent right or property of any employee.

All or any of the provisions of this contract are negotiable in that they may be retained in whole or part, added to, or eliminated entirely from contract period to contract period.

C. Tobacco

In consideration of the health and welfare of all employees, smoking or chewing of tobacco of any kind will not be allowed in any building or vehicle owned by the Board of Education.

D. Removal of Work

The parties understand that as a result of changes in program, enrollment or educational philosophy, economics and/or the desires of constituent districts, changes in the location of the operation and/or the transfer of work performed by

bargaining unit members to constituent districts may be necessary. Provided, however, that the district shall meet and negotiate the effects of such change with the representatives of the bargaining unit at least fifteen (15) days prior to such change.

ARTICLE 17

WORKER'S COMPENSATION

The board shall pay the difference between worker's compensation payments and the employee's prorated contract salary not to exceed available leave time in all compensable cases where the employee is not able to continue work. These prorated days shall be charged against sick leave or vacation leave.

ARTICLE 18

MANAGEMENT RIGHTS

It is understood and agreed that the Board retains and shall have the sole and exclusive right to manage and operate the Newaygo Intermediate School District in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not expressly limited by this agreement. Among the retained rights of management included by way of illustration and not by way of limitations are as follows:

1. To manage and control the school's business, the equipment, the operations and to direct the working force and affairs of the Board.
2. To continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this agreement.
3. To direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay-off employees.
4. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein.
5. To adopt reasonable rules and regulations.

6. To determine the qualifications of employees, including physical conditions as they pertain to the job.

7. To determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-division thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.

8. To determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

9. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

10. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this agreement.

11. To determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

All such retained rights shall be exercised exclusively by the Board 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 and the Board's judgement in these areas shall not be subject to challenge; provided, however, these rights shall not be exercised in violation of any specific provision of this agreement.

ARTICLE 19

ADVANCED TRAINING

With approval in advance from the superintendent or designee, a bargaining unit member shall, after proof of completion, be reimbursed 50% of the cost of tuition or fees for approved training related to their job assignment or classification. Upon completion of an approved certification program, paraprofessionals and other employees in appropriate assignments will be reimbursed an additional 25% of the tuition or fees.

ARTICLE 20

DURATION

The duration of this agreement shall be September 1, 1993, and shall continue in effect until midnight, 12:00 a.m., August 31, 1994. This agreement may be extended by written agreement of the parties.

NEWAYGO INTERMEDIATE SCHOOL
DISTRICT SERVICE STAFF
ASSOCIATION

NEWAYGO INTERMEDIATE
BOARD OF EDUCATION

President, M.E.S.P.A.

President, Newaygo Intermediate
Board of Education