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agreement material
attached

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AGREEMENT
BETWEEN THE
WOLVERINE COMMUNITY SCHOOLS
WOLVERINE, MICHIGAN
AND THE
MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION
[M.E.S.P.A.]
SEPTEMBER 1, 1986 - AUGUST 31, 1989

Wolverine Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

LABOR AND INDUSTRY
RELATIONS COMMISSION
Michigan State University

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Agreement.....	1
II	Purpose.....	1
III	Recognition.....	1
IV	Extent of Agreement.....	2
V	Maintenance of Standards.....	2
VI	Bargaining Unit Work.....	2
	Union Leave.....	3
VII	Payroll Deduction.....	3
VIII	Grievance Procedure.....	5
IX	Association Activities.....	8
X	Employee Rights and Protection.....	10
XI	Management Rights.....	12
XII	Exercise of Rights.....	12
XIII	Work Year, Week, Day.....	12
XIV	Working Conditions.....	13
XV	Employment Status Defined.....	14
XVI	Vacancies, Transfers, Promotions.....	15
XVII	Seniority.....	16
XVIII	Layoff and Recall.....	17
XIX	Work Duties and Compensation.....	18
XX	Insurance.....	18
XXI	Retirement.....	19
XXII	Vacation.....	19
XXIII	Holidays.....	20
XXIV	Leaves.....	20
XXV	Unpaid Leaves.....	22
XXVI	Savings Clause.....	22
XXVII	Negotiation Procedures.....	23
XXVIII	Annexation, Consolidation or other Reorganization of the District.....	23
XXIX	Duration.....	24
Appendix A	Job Descriptions: Elementary Aide.....	25
	Bus Driver.....	26
	Custodian.....	27
	High School Secretary.....	28
	Head Cook.....	29
	Cook's Helper.....	30
Schedule A	Pay Rates.....	31
Appendix C	Objections to Political-Ideological Expenditures Policy.....	33
Appendix D	Grievance Form.....	35

ARTICLE I - AGREEMENT

This agreement is entered into by and between the Wolverine Board of Education, hereinafter called the "Employer" and the Michigan Educational Support Personnel Association, hereinafter called "MESPA" or the union, through its local affiliate.

ARTICLE II - PURPOSE

- A. This agreement is negotiated pursuant to the Public Employment Relations Act, Act #336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The employer and the union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the employer, employees and the union. The employer and the union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this agreement or of policies or regulations of the employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.
- C. The provisions of this agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule or regulations of the parties which is in conflict with a provision of this agreement shall be superseded and replaced by this agreement, except that the terms and conditions of employment shall, in all cases, be maintained at not less than the highest minimum standards in effect at the time this agreement is signed.

ARTICLE III - RECOGNITION

- A. The employer hereby recognizes the union as the sole and exclusive collective bargaining representative for all personnel, including those on leave, on a per diem, hourly or class rate basis, and personnel assigned to newly created positions.
- B. Excluded from the bargaining unit are:
 - 1. Confidential positions which are defined as the superintendent's secretary and the bookkeeper.
 - 2. Supervisory/administrative positions which are defined as the principals, the superintendent.
 - 3. Those employees represented by the bargaining agent N.M.E.A./M.E.A./N.E.A.
 - 4. Substitute employees.

- C. Unless otherwise indicated, the term "Employee" when used hereinafter in this agreement shall refer to all members of the above-defined bargaining unit.

ARTICLE IV - EXTENT OF AGREEMENT

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.
- B. Any individual contract between the employer and an individual employee heretofore executed shall be subjected to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- C. This agreement shall supersede any rules, regulations or practices of the employer which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the employer.

ARTICLE V - MAINTENANCE OF STANDARDS

- A. All conditions of employment, including working hours, extra compensation for duties outside regular working hours, relief periods, leaves and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district on March 7, 1983, provided that such conditions shall be improved for the benefit of employees as required by express provisions of this agreement. This agreement shall not be interpreted or applied to deprive employees of advantages heretofore enjoyed, unless expressly stated herein.
- B. The duties of any employee or the responsibilities of any position in the bargaining unit shall not be altered, increased or transferred to persons not covered by this agreement.

ARTICLE VI - BARGAINING UNIT WORK

- A. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased or transferred to persons not covered by this agreement.

The employer agrees that supervisors or nonunit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit except in emergencies when union employees are not available or have refused to do the work as assigned except in cases where unsafe conditions are

being charged by an employee. For purposes of this provision, an emergency will be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

- B. The board will not subcontract work unless:
1. The skills and equipment needed to perform the work specified are unavailable in the school system.
 2. The schedule for such work cannot be met with the equipment or skills available for such work.

UNION LEAVE

- A. The employer shall provide, at no cost to the union, eighteen [18] hours per year of released time for the handling of union business as deemed appropriate by the union president.

ARTICLE VII - PAYROLL DEDUCTION

- A. The board shall deduct from the pay of each employee 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 employees from whom they have been deducted and the amount deducted from each, shall be forwarded to the MESPA no later than thirty [30] days after the deductions were made.
- B. The MESPA shall notify the board thirty [30] days prior to any change in its dues or fees.
- C. Any employee who is not a member of the association in good standing or who does not make application for membership within thirty [30] days from the date of commencement of assigned duties shall, as a condition of employment, pay the service fee to the association and this amount shall be equal to dues uniformly required to be paid by members of WESPA/MESPA/NEA.

In the event than an employee does not pay such service fee or authorize payment through payroll deductions, the board shall, at the request of the association, terminate the employment of such employee no later than the end of the current semester, the association being the charging party. The parties recognize that the failure to comply with provisions of this article is just and reasonable cause for discharge from employment.

- D. The procedure in all cases of discharge for violation of this article shall be as follows:
1. The MESPA shall notify the employee of noncompliance by certified mail, return receipt requested. Said

notice shall detail the noncompliance and shall provide ten [10] days for compliance and shall further advise the employee that a request for discharge may be filed with the board in the event compliance is not effected.

2. If the employee fails to comply, the MESPA may file charges, in writing, with the board and shall request termination of the employee's employment.
3. The board, upon receipt of said charges and request for termination, shall immediately notify said employee that his/her services shall be discontinued at the end of twenty [20] days. In the event of compliance, at any time prior to discharge, charges shall be withdrawn.

E. The union agrees, upon request, to defend the employer, its officers or agents, in any suit brought against all or any of them regarding this article of the agreement and to indemnify the employer, its officers or agents for any costs or damages which may be assessed against all or any of them regarding this article of the agreement; provided, however, that:

1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from negligence, misfeasance or malfeasance of the employer, its officers or agents; provided, however, that such negligence, misfeasance or malfeasance took place after the execution of this agreement.
2. The union has the right to choose the legal counsel to defend any such suit or action after consultation with the employer.
3. If the employer, its officers or agents, elects to select its or their own counsel in any such suit, then the union shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the union, through counsel it selects after consultation with the employer, does represent the employer, its officers or agents in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.
4. The union, in defense of any such suit, after consultation with the employer, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this article.
5. The union, in defense of any such suit, shall have the right to compromise or settle any monetary claim

made against the employer, its officers or agents under this section, after consultation with the employer.

- F. Employees paying the service fee provided for herein may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the association, a copy of which is attached hereto and made a part of as Appendix C.

ARTICLE VIII - GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is an alleged violation, misinterpretation or misapplication of the express terms of this contract.
2. The aggrieved party is the person, persons, or the association making the claim.
3. The term employee includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A party of interest is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problems.
5. The term "days" shall mean school days unless otherwise stated.
6. Failure to receive a decision within prescribed time limits shall be deemed a refusal of the grievance and the grievance may be then filed at the next level.
7. If any bargaining unit member for whom a grievance is filed shall be fired but found to have been unjustly and without just cause for discharge, he/she shall be reinstated and given back pay for lost work time and their record cleared of any reference of the action.
8. A bargaining unit member who must be involved in the process of a grievance because he/she filed the grievance or was witness to the said grievance, that party bargaining unit member shall be excused from work with pay for this grievance processing purpose. This is to cover grievances which cannot be heard other than during regular scheduled working hours.

B. Purpose:

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of

the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the rights of any bargaining unit member with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of the procedures.

C. Structure:

The association shall establish an association representative in each building who shall serve as the association grievance representative. The administration shall be notified as to who are the association representatives. In the event that any association representative is a party of interest to any grievance, s/he shall disqualify her/himself and a substitute shall be named by the association.

D. Procedure:

1. The number of days at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits may be extended only by mutual consent in writing.
2. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.
3. Levels of Action

Level 1

In the event a bargaining unit member believes there is a basis for a grievance, the party shall discuss the alleged grievance with his/her supervisor and/or building principal within 30 days from when the grievance occurred or within 30 days of when said party would have had reasonable knowledge of occurrence.

Level 2

If the matter is not resolved during the informal discussion then the grievance shall be reduced to writing and filed with the principal. Within ten days a formal conference shall be held.

Level 3

Within five calendar days of the formal conference the principal shall, in writing, render his/her decision to the aggrieved party. If the aggrieved party is not satisfied with the disposition of the

the presentation to the principal, then the grievance may be presented in writing to the superintendent.

Level 4

Within five [5] days of the receipt of the grievance the superintendent shall arrange for a conference with the grievant. Within ten days of the receipt of the grievance by the superintendent, she/he shall render in writing a decision as to solution.

Level 5

In the event the griever is not satisfied with the disposition of his/her grievance at Level 4 or if no decision has been rendered within ten days of the receipt of the grievance by the superintendent, the grievance may be referred to the Board of Education's Review Committee. This committee shall be composed of three members of the board and superintendent. Within ten days of the receipt of the written referral to the board, its review committee shall meet with the association for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered in writing within ten days of the joint meeting of the grievance and board review committee.

Level 6

If the association is not satisfied with the disposition of the grievance or if no disposition has been made with the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The association must file within thirty [30] days and notify the superintendent. If the parties cannot agree as to the arbitrator within five [5] calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement.

The fees and expenses of the arbitrator shall be shared equally by the parties.

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

The decision of the arbitrator shall be binding on

both parties and judgment thereon may be entered in any court of competent jurisdiction.

E. Rights of Representation:

Any party of interest may be represented by the association representative at all meetings and hearings at any level of the grievance procedure.

F. Miscellaneous:

1. A grievance may be withdrawn at any level without prejudice or record and the same grievance cannot be processed again. However, if in the judgment of the association representative, the grievance affects a group of employees, the association may process the grievance at the same level within ten [10] days of withdrawal date.
2. The decisions regarding either proceeding to next level or dropping claims or resolution/denials of the grievance shall be placed in writing to all parties as stated on the grievance form.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant(s) in the grievance procedure by reason of such participation.
4. All documents, communications and records dealing with grievances shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be in the appendix of this agreement and the superintendent shall make copies available to the association.
6. Access shall be made available to all parties, places and records for all information necessary to the determination of and processing of the grievance.
7. If the grievance affects more than one building, then it may be filed directly with the superintendent at Level 4.

ARTICLE IX - ASSOCIATION ACTIVITIES

- A. Meeting Facilities: The union shall have the use of the school facilities at reasonable hours for meetings provided that 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 use of school facilities.

- B. Employee Communications: The union shall have the right to communicate with the bargaining unit members through the use of designated bulletin boards or sections thereof or the reasonable use of the employer's mail service. All materials shall bear the name of the union. No union materials of any kind shall be displayed on or about the physical facilities of the employer except on the designated bulletin boards and no displayed materials shall be derogatory to the employer nor to any employee. The union shall save and hold the employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials so long as the employer is not negligent.
- C. Upon request to and approval of the superintendent, a qualified MESPA member will be permitted to use the school typewriter and ditto machine. MESPA shall pay for the reasonable cost of all materials and supplies incidental to such use.
- D. Union Responsibilities: The union shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:
- E. Union Representatives: The union shall promptly notify the employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.
- F. Concerted Activities: 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, slowdown, strike or other interference with the day-to-day operations of the employer. The union and the board agree that it will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice, as defined by the Public Employment Relations Acts.
- G. Union Activities: Except by the express agreement of the employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any union activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the union from having such reasonable contact with members of the union as shall be necessary to ascertain that the terms of this agreement are being observed.
- H. Whenever the president of the local affiliate of the MESPA or her/his designee is mutually scheduled by the employer and MESPA, during working hours to participate in conferences, meetings or negotiations or MESPA activities that cannot be conducted after normal work hours, he/she shall suffer no

loss of pay and when necessary, substitute service shall be provided.

ARTICLE X - EMPLOYEE RIGHTS AND PROTECTION

Section 1 - Nondiscrimination

- A. Pursuant to the Michigan Employment Relations Act, the employer hereby agrees that every employee shall have the right freely to organize, join and support the union for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the union; his/her participation in any activities of the union or collective negotiations with the employer, his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations.
- C. The employer agrees that it will in no way discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or place of residence.

Section 2 - Discipline

- A. Disciplinary Action: Any employee who shall fail to maintain proper standards of conduct or to discharge his responsibilities shall be subject to such disciplinary action as the employer shall determine but subject to the offense including, but not confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion or discharge. Discipline shall be progressively applied. An employee shall have the right to defend himself in any disciplinary proceedings and shall not be disciplined, reprimanded or reduced in rank or compensation without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the union in writing.
- B. An employee shall be entitled to have present a representative of the union during any meeting which leads to

disciplinary action. When a request for such representation is made by the employee who is to be disciplined, no action shall be taken with respect to the employee until such representative of the union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the agreement.

Section 3 - Files and Records

- A. An employee will have the right to review the contents of all records excluding initial references, of the district pertaining to said employee originating after initial employment and to have a representative of the union accompany him/her in such review.
- B. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the employee is required to sign material to be placed in his/her file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the employee's personnel file.

Section 4 - Assaults

- A. Any job related assault upon an employee shall be promptly reported to the employer. The employer will render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

Section 5 - 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 the following:

- A. The performance of all duties with reasonable diligence and in a professional 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 per the employee's judgment.

- 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 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.
- F. The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this agreement including rules and regulations which may be from time to time adopted by the employer, which rules shall be deemed to be reasonable if no objection thereto has been filed in writing by the union within ten [10] days after posting and/or application.

ARTICLE XI - MANAGEMENT RIGHTS

- A. The employer has the final responsibility for the direction and control of all aspects of the affairs of the school district and except as otherwise expressly provided in this agreement, the employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan or of the United States of America and all rights and powers to manage, utilize and direct the activities of its employees.

ARTICLE XII - EXERCISE OF RIGHTS

The board will exercise all of its rights in conformity with the provisions of this agreement.

ARTICLE XIII - WORK YEAR, WEEK, DAY

- A. The normal work year for school term employees shall be one hundred eighty-three [183] days. The normal work year for all other employees shall be twelve [12] months, beginning July 1.
- B. The normal work week for all employees is Monday through Friday.
- C. The work day will be scheduled to occur between 7:00 A.M. and 5:00 P.M. Culinary staff will work 8 1/2 hours per day; aides, 7 hours per day and secretarial, 8 hours per day; kitchen helper, 6 1/2 hours per day; janitors, 8 1/2 hours per day including an uninterrupted lunch period of 30 minutes duration. If the lunch period is interrupted then it

shall be a paid lunch period. The minimum call-in for emergency situations shall be two [2] hours. Positions may be created which are more/less than the above hours but not so as to reduce above hours for current positions.

- D. All employees who work seven [7] hours or more per day will be entitled to two [2] fifteen [15] minute relief times except that an employee working less than seven [7] hours per day may receive one [1] fifteen [15] minute relief time excluding bus drivers. Employees working overtime will be entitled to an additional fifteen [15] minute relief time for every two [2] hours worked.
- E. For all those employees who are either assigned to a building or department, overtime shall be divided and rotated as equally as possible according to seniority within the building or department and among those employees within that classification who regularly perform that work.
- F. Time and one-half will be paid for all time worked in excess of forty [40] hours in one work week for which overtime has not already been earned.
- G. No employee will be required to take time off from their normal scheduled work during the week in place of overtime.
- H. All overtime work must have the approval of the Superintendent of Schools or his/her designated representative before such work is performed.
- I. Employees shall be granted a ten minute period prior to the end of the work shift in which to put away equipment and supplies.
- J. Nothing in this agreement shall require the employer to keep offices - school and administration - open in the event of inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, employees shall not be required to report to their job assignments and shall suffer no loss of salary. Employees requested to report for work due to emergencies such as snow removal, heating system repair, etc., during such inclement weather conditions shall be compensated with compensatory time off.
- K. When the employer chooses to provide a substitute for an absent employee, regular employees have the right to notify the employer of interest in that temporary position. Substitutes shall be used to perform bargaining unit work only during instances of absence by regular employees or when an unfilled temporary vacancy exists.

ARTICLE XIV - WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or

hazardous conditions or to perform tasks which endanger their health, safety or well-being.

- B. The employer shall reimburse the employee as per liability insurance for the loss, damage or destruction of personal property which was authorized to be used on school premises when the loss, damage or destruction is not the result of the employee's negligence.
- C. No employee shall be required to enter a building alone or to be left alone in the building after 1:00 A.M.
- D. The employer shall provide rest areas, lounges and restrooms for employee use.
- E. The employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work area. The employer or its designated representative shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.
- F. No employee shall be required to dispense or administer medication.
- G. An employee shall be responsible to only one supervisor, said supervisor to be designated by the employer at the beginning of each school year with written notification provided to each employee.
- H. The employer shall provide without cost to the employee, the following:
 - 1. Approved first aid kits in all work areas.
 - 2. Reimbursement for the cost of licenses or the renewal of licenses required for the employee to perform his/her job or position.

ARTICLE XV - EMPLOYMENT STATUS DEFINED

- A. The employer and union recognize four categories of employees. Bargaining unit work shall be performed only by employees in one of the four following categories:
 - 1. Full-Time: An employee who is employed at least thirty [30] hours per week.
 - 2. Part-Time: An employee who is employed less than thirty [30] hours per week.
 - 3. Probationary: An employee who is employed to fill a full or part-time position for a trial period of forty-five [45] days.

4. Substitute: An employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position for a period in excess of the probationary period as above defined.

ARTICLE XVI - VACANCIES, TRANSFERS, PROMOTIONS

- A. The employer may temporarily transfer or promote an employee for a period not to exceed sixty [60] work days. If an employee shall be involuntarily transferred or promoted, the employee shall have the right to be returned to his/her original job within thirty [30] work days. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause.
- B. The employer may establish new jobs and the rates of pay. The performance of duties by an employee within the same classification or position at more than one location within the district shall not constitute the establishment of a new job. The employer shall notify the union of the new job and meet with the union within sixty [60] work days after the establishment of any new job for the purpose of discussing the rate and classification, if both parties agree. The pay rate, when established, shall be retroactive and subject to negotiations.
- C. A vacancy shall be defined as any position, either newly created or a present position, that is not filled.
- D. All vacancies shall be posted in a conspicuous place in each building of the district for a period of six [6] working days. Said posting shall contain the following information:
1. Type of work
 2. Location of work
 3. Starting date
 4. Hours to be worked
 5. Department
 6. Minimum requirements

Interested employees may apply in writing to the superintendent or designee within the six [6] working days. The employer shall notify the president of vacancies occurring during the summer months [June, July, August] by sending notice of same to president by U.S. mail.

- E. Vacancies shall be filled with the most senior applicant from within the affected department provided he/she is qualified. Should no employee from the affected department apply, the vacancy shall then be filled with the most

senior qualified applicant from other departments.

- F. Within ten work days after the expiration of the posting period, the employer shall make known its decision as to which applicant has been selected to fill a posted position, with a copy provided to the union.
- G. In the event of promotion in the department or transfer from one department to another, the employee shall be given a ninety [90] work day trial in which to show his/her ability to perform the new job. The employer shall give the employee promoted or transferred, reasonable assistance to enable him/her to perform up to employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or, at the option of the affected employee, the employee shall be returned to his/her previous assignment.
- H. Employees shall not be placed on a lower step on the salary schedule or wage scale due to involuntary transfers.
- I. Any employee asked by a supervisor to temporarily assume the duties of another employee, will be paid the rate for those duties if of six or more hours duration. An employee's pay rate shall not be reduced by any temporary change in duties.

ARTICLE XVII - SENIORITY

- A. Seniority shall be defined as length of service within the district as of the bargaining unit member's first working day in the department. [Department is defined as Aide, Bus Driver, Secretarial/Clerical, Custodial/Maintenance, Culinary.] In the circumstance of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list.
- B. A bargaining unit member shall lose his/her seniority rights if he/she retires, resigns or is discharged for just cause.
- C. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- D. The employer shall maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty [30] days after the effective date of this agreement with revisions and updates prepared and posted semiannually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the union.
- E. When moving from one bargaining unit department to another, the seniority shall be frozen in the department left and a new seniority date started in the department moved to for purposes of placement on the seniority list. The frozen

seniority may be retained for one [1] year.

ARTICLE XVIII - LAYOFF AND RECALL

- A. When a reduction in the working force is necessary, bargaining unit members shall be laid off in accordance with departmental seniority. That is, the employee with the least department seniority shall be laid off first.

In the selection of employees for layoff, the school district shall retain those bargaining unit members with the greatest seniority provided they are properly qualified and physically able to perform the available work.

- B. Departmental is defined as the Secretarial/Clerical, Aides, Bus Drivers, Custodial/Maintenance classifications.
- C. Whenever a bargaining unit member is to be laid off, the school district shall notify the bargaining unit member and the association in writing thirty [30] calendar days before the layoff.
- D. Laid off bargaining unit members shall be recalled in accordance with the departmental seniority as defined in Sections A and B. The bargaining unit member with the greatest seniority shall be recalled first, provided they are properly qualified [according to job description] and physically able to perform the duties of the job that is open. On recalling laid off bargaining unit members, the school district will notify them by certified mail at the last known address. If such bargaining unit member does not report within three [3] working days of receiving a recall notice, he/she shall be considered as having quit and all seniority shall be terminated.
- E. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff, shall have the right to assume a position for which they are qualified prior to a new hire.
- F. Laid off employees may continue their insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the employer.
1. Laid off employees who complete the full academic year shall continue to receive full fringe benefits throughout the summer months. Employees who are laid off during the academic year shall receive a prorata share of the academic year benefits [i.e., 4 1/2 months of employment equals 6 months of fringe benefits]. An employee who is scheduled to work a full twelve months but is laid off, will receive fringe benefits for two months after his layoff date.

- G. Employees on layoff shall retain their seniority for purposes

of recall for a period of two [2] years. Any employee on layoff for more than two [2] years shall lose his/her seniority and any further rights under this agreement.

ARTICLE XIX - WORK DUTIES AND COMPENSATION

- A. The general duties of each employment category shall be as set forth in Appendix A [Job Descriptions].
- B. The basic compensation of each employee shall be as set forth in Appendix B. There shall be no deviation from said compensation rates during the life of this agreement.
- C. The following conditions shall apply to overtime work:
 - 1. Double time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.
 - 2. Paid leave shall count toward hours worked.
 - 3. Compensatory time off may be given instead of overtime pay if mutually agreeable to the employer and the employee.

ARTICLE XX - INSURANCE

- A. Insurance coverage for those employees working seven [7] hours or more per day will be as follows:
 - 1. Health Insurance: The board shall provide without cost to the employee, MESSA Super Med II full family protection for a full contract period for each employee.
 - 2. Dental Care: The board shall provide without cost to the employee, the MESSA/Delta Dental Program C-01 [50/50/50] for the employee, spouse and/or dependents for a full contract period for each employee.
- B. Insurance coverage for those employees working less than seven [7] hours per day but four [4] hours or more per day, will be as follows and based upon the employee's choice:
 - 1. The board shall provide up to 75% of the cost of the premium per month for MESSA Super Med II for full family or self and spouse [self-children] protection for each employee; OR
 - 2. Fully paid by the Board of Education, MESSA Super Med II employee only protection for each employee AND MESSA Delta Dental Plan C-01 50/50/50 for the employee, spouse and/or dependents.

- C. Insurance coverage for those employees working less than four [4] hours per day will be as follows based on the employee's preference:
1. The board shall provide up to 45% per month toward the cost of the premium for MESSA Super Med II for full family, self and spouse or self/children protection; OR
 2. Fully paid by the board, MESSA Super Med II employee only protection; OR
 3. Fully paid by the board, MESSA Delta Dental Program C 50/50 for the employee, spouse and/or dependents.
- D. The board shall provide an annuity equal to the single subscriber premium rate for those employees not taking health insurance.
- E. Employees will be obligated to pay their portion of the appropriate health insurance premium amount through payroll deduction.
- F. The above board-paid coverage amounts shall not decrease as a result of reduction in hours of work unless the employee is laid off.
- G. The open enrollment period shall occur each September.
- H. Beginning in the 1988-89 school year, the board shall provide Long Term Disability insurance for each employee.

ARTICLE XXI - RETIREMENT

All employees shall be allowed to continue their employment with the employer until age seventy [70]. After age 70, employees may continue their employment on a year-to-year basis upon written request to the employer. Upon retirement, the employee shall receive payment, at the employee's current wage rate, for all unused vacation days.

ARTICLE XXII - VACATION

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

<u>Employment Period</u>	<u>Vacation Allowance</u>
One [1] year of service.....	Five [5] work days
Two [2] to Four [4] years of service.....	Ten [10] work days
Five [5] years or more of service.....	Fifteen [15] work days

- B. The eligibility of an employee for vacation shall be

determined by his anniversary date. A vacation allowance must be used within twelve [12] months following the close of the year in which earned.

ARTICLE XXIII - HOLIDAYS

- A. Twelve-Month Employees: Twelve-month employees shall receive the following paid holidays, namely:

New Year's Day
Memorial Day
July 4
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

- B. Six Hours or More Per Day: Those employees working six [6] hours or more per day but less than twelve [12] months per year will receive the following paid holidays:

Memorial Day
Thanksgiving Day
Friday after Thanksgiving Day

- C. General Provisions: A holiday shall not be observed if it is a school day. If an employee is required to work on a holiday which is a scheduled school day, he/she shall receive his/her holiday pay in addition to his/her regular pay. An employee shall not be eligible for holiday pay if the employee did not work the scheduled work day preceding and following the holiday.

- D. Schedule Modification: The employer may alter the work schedule to the extent the employer determines necessary to comply with applicable local, state or federal laws or regulations or for other emergency situations.

ARTICLE XXIV - LEAVES

- A. The employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total sick leave credit.

- B. Beginning in the 1987-88 school year, each twelve [12] month employee shall be credited with one day a month for sick leave. School term employees shall be credited with one day a month for the months worked. The unused portion of sick leave days shall accumulate from year to year to a maximum of ninety [90] days. The sick leave days may be taken by an employee for the following reasons and subject to the following conditions:

1. Any physical or mental condition which disables an employee from rendering services. An employee can

choose to use sick time for any condition compensable by Worker's Compensation to bring his/her pay up to the full rate. Sick leave may be used for a disability resulting from pregnancy to the extent expressly allowed by law.

2. Any communicable disease which would be hazardous to the health of students, employees or other persons using the facilities of the school.
 3. Physical examinations, medical, dental or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
 4. Illness in immediate family which, for purpose of sick leave use, is defined as a resident in the immediate household who requires the assistance of the employee or a dependent elderly parent [not living in the household] who requires the assistance of the employee.
 5. Upon mutual agreement between the employer and employee, sick days can be used for other than the above.
- C. Upon the completion of the initial probationary period, each employee shall be credited with sick leave at the rate set forth in B from the date of hire.
- D. Sick leave days can only be used on workdays. Sick leave shall cease to accumulate during unpaid leaves of absence.
- E. Jury Leave: An employee shall notify the superintendent upon being called for jury duty and shall be entitled to leave with pay less any fees paid for jury service if he/she is unable to be excused or to have such service rescheduled at a time which does not conflict with the discharge of scheduled employment duties. The employee shall return to duties whenever attendance in court is not actually required.
- F. Funeral Leave:
1. An employee shall be entitled to receive up to three [3] days leave with pay due to the death of the spouse, mother, father, child, stepchild, brother or sister to the extent reasonably required to attend the funeral of the deceased.
 2. An employee shall be entitled to receive up to one [1] day's leave with pay due to the death of the grandparents or current grandparents-in-law, mother-in-law, father-in-law, brother-in-law or sister-in-law or grandchild to the extent reasonably required to attend the funeral of the deceased.

- G. Business Days: At the beginning of every school year, each employee shall be credited with two [2] days to be used for the employee's business. An employee planning to use a business day or days shall notify, in writing, his/her supervisor. Business days shall be available for the practice of religious preferences. Business days are to be used for business which cannot be taken care of outside of regular work time; are not to be used for recreation or vacation.
- H. Severance: An employee shall receive fifteen percent [15%] of his/her daily rate of pay for all accumulated unused sick days when the employee retires or resigns and if the accumulation is of forty [40] days or more.

ARTICLE XXV - UNPAID LEAVES

- A. Leaves of absence without pay may be granted by the board for emergency situations for a period up to thirty [30] days during which the employee shall not continue to accumulate seniority. It shall be frozen. [Unpaid leaves will not be granted to enable an employee to actively seek other employment or perform a trial period for other employment.] Employees on unpaid leave shall receive no pay or fringe benefits while on leave. These leaves may be extended by mutual agreement by the board and association.
- B. Leave for sickness or injury of an employee or parental/child care will be granted upon receipt of notice by the board and may be for indefinite duration not to exceed twelve [12] months. These leaves may be extended by mutual agreement between the board and the employee and the union based on the medical statement when appropriate. Seniority shall not accumulate during such leaves. Employees requesting illness leaves or continuation of same, will be required to present a supporting certificate of two [2] physicians. An employee returning from such leave may be required to pass a physical examination given by a doctor approved by the board when applicable.
- C. An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began. At least thirty [30] working days prior to the date a leave is scheduled to expire, an employee shall notify the employer of his/her intent to return to work.

ARTICLE XXVI - SAVINGS CLAUSE

- A. If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVII - NEGOTIATION PROCEDURES

- A. At least sixty [60] days prior to the expiration of this agreement, the parties agree to open negotiations for a successor agreement.

ARTICLE XXVIII

ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

- A. In the event that this district shall be annexed, consolidated or otherwise reorganized with one or more districts in whole or in part, the board will use every effort possible to assure the continued recognition of the association and the continued employment of its members of such district.

ARTICLE XXIX - DURATION

- A. This agreement shall be effective as of September 1, 1986 and shall continue in effect until the 31st day of August, 1989. Negotiations between the parties shall begin at least sixty [60] days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.
- B. Copies of this agreement shall be printed at equal expense of the employer and union within thirty [30] days after the agreement is signed and presented to all bargaining unit employees now employed, hereafter employed or considered for employment by the employer. In addition, the employer shall provide the union with ten [10] copies of the agreement without additional charge to the union. All school district personnel policies or any changes in said policies shall be distributed to all employees within thirty [30] days of the commencement of this contract or upon employment. Upon employment, employees shall be given a copy of the form authorizing checkoff for union dues and service fees within thirty [30] days of said employment.

In witness whereof the parties hereto have caused this agreement to be signed by their respective representatives.

UNION

EMPLOYER

By _____
MESPA Representative

By _____
Superintendent

By _____
President

By _____
Board of Education President

By _____
Secretary

By _____
Board of Education Secretary

By _____
Trustee

By _____
Trustee

By _____
Trustee

By _____
Trustee

By _____
Trustee

Date _____

APPENDIX A - JOB DESCRIPTIONS

Title of Position - Elementary Aide

Requirements

1. Must have high school diploma.
2. Would be beneficial to have some college credits.

Job Responsibilities

1. Attached are State of Michigan guidelines for use of noncertificated personnel.
2. Assists with individual instruction on a tutorial level.
3. Assists with small group work in academic areas.
4. During individualized seatwork, corrects papers, attends to questions of students concerning their seatwork.
5. Works with teacher on goals for students and then helps see to it that these goals are maintained and reinforced.
6. Helps with art work or any activity outside the regular routine.
7. Assists with room appearance, including bulletin boards.
8. Makes dittos for individualized instruction as directed by the teacher.
9. Must be able to discipline children if directed to do so.
10. Must be aware of academic levels of the children with whom they are working.
11. Performs any other duties as requested by the teacher.
12. Supervises students while in the lunchroom and on the playground.
13. Assists in supervision of students entering and leaving the school when necessary.
14. Attends to other aide duties as assigned by the building principal.
15. To be always watchful of an opportunity to save taxpayers' money.

Title of Position - School Bus Driver

Degree Requirements

1. Prefer a high school diploma.
2. Enrollment in annual Michigan School Bus Drivers' Safety Education Program.

Fringe Benefits

1. As per contract.

Job Responsibilities

1. Study and observe all laws, regulations, state, county and local, relating to the service of public school transportation.
2. Attend regularly scheduled bus drivers' meetings of instruction held in area.
3. Transport pupils according to rules and regulations.
4. Report to superintendent, any mechanical difficulty of the bus.
5. Prepare routes and keep all records required and assist superintendent in mapping bus routes and planning schedules.
6. Report immediately to the principal, the misconduct of any pupil while on the bus or under the driver's immediate supervision.
7. Report any accident in which bus or passengers are involved.
8. Drivers shall fill gas tanks and check the oil each day.
9. Buses shall be cleaned at the end of each week and earlier if necessary.
10. To be always watchful of an opportunity to save taxpayers' money.

Title of Position - Custodian

Requirements

1. High School diploma recommended.
2. Emphasis placed on skills.
3. Must be able to read and write.

Job Responsibilities

1. The custodian is directly responsible to the building principal.
2. It is the responsibility of the custodian to perform all duties as outlined by the principal and to maintain the building and grounds in a clean, safe and sanitary condition. The custodian shall also be responsible for maintaining the building in proper and safe working order and shall consult with the principal regarding the purchase of needed supplies, equipment and materials in this regard.
3. It is the responsibility of the custodian to contact the principal immediately when he discovers that the heating plant is not functioning properly and that there is the possibility that the school day is in jeopardy. This also applies to electrical and plumbing problems.
4. The custodian will be assigned to extra custodial duties by the principal as the need arises. Every effort will be made to secure the help of another custodian to relieve the building custodian of some of the extra burden.
5. Except under unusual circumstances, the custodian will remain in and around the building during the working day. Only upon first notifying the principal, should he/she leave the building during the day. This does not apply to lunch period although it would be appreciated if the school were able to reach the custodian in an emergency via telephone.
6. Regular meetings with the principal are advisable. These meetings will be set by the principal.
7. To be always watchful of an opportunity to save taxpayers' money.

Title of Position - High School Principal's Secretary

Degree Requirements

1. High School diploma with major emphasis on business education.
2. Three years successful experience as a secretary with a knowledge and understanding of bookkeeping.
3. Must be a good typist with an errorless average of at least 50 words per minute.
4. Shorthand required [to be waived on current personnel].

Job Responsibilities

1. The high school secretary shall be directly responsible to the high school principal.
2. Specific duties of the high school secretary:
 - a. Receive all visitors in the high school office.
 - b. Shall be responsible for bookkeeping for all internal accounts.
 - c. Shall be in charge of proper filing and organization of all student records [both past and current].
 - d. Shall send and request all student records and transcripts as requested by the high school principal.
 - e. Shall handle all personal typing and correspondence as directed by the principal.
 - f. Shall be in charge of all enrollment data such as membership accounting, dropout reports and attendance reporting.
 - g. Shall assign responsibilities to the assistant high school secretary as the need arises.
 - h. Shall handle all miscellaneous secretarial/clerical duties as assigned by the high school principal.
 - i. To be always watchful of an opportunity to save taxpayers' money.

Title of Position - Head Cook

Degree Requirements

1. High School diploma preferred.
2. Emphasis placed on skills.

Job Responsibilities

1. Head Cook shall answer directly to the Superintendent of Schools in all areas except student help and student problems--specific problems in these areas shall be referred to the principal.
2. Head Cook shall work directly with the building administrator when handling student problems or hiring student help.
3. Head Cook shall answer directly to Superintendent of Schools for all other areas listed below:
 - a. To set up all weekly lunch menus.
 - b. To be responsible for all personnel directly under said Head Cook.
 - c. To order all food.
 - d. To hire lunchroom personnel as approved by the Superintendent of Schools.
 - e. To assign all personnel to appropriate positions as approved by the superintendent.
 - f. To handle all minor complaints from personnel directly under Head Cook.
 - g. To see that an accurate inventory is submitted to the Superintendent of Schools by July 1 of each year.
 - h. To be responsible for control of food budget and to report condition of same to the Superintendent of Schools on a monthly basis.
 - i. To train all new personnel under said Head Cook.
 - j. To submit recommendations to the Superintendent of Schools on ways to save the taxpayers' money, etc.

Title of Position - Cook's Helper

Degree Requirements

1. High School diploma preferred.
2. Emphasis placed on skills.

Job Responsibilities

1. Shall be directly responsible to the head cook.
2. Helps prepare meals.
3. Does some baking.
4. Helps with meal serving.
5. Helps clean up at end of day.
6. Does other duties as assigned by the head cook.
7. To be always watchful of an opportunity to save taxpayers' money.

SCHEDULE A

PAY RATES - 1986-87

<u>Department</u>	<u>Per Hour Step 1</u>	<u>Per Hour Step 2</u>	<u>Per Hour Step 3</u>	<u>Per Hour Step 4</u>	<u>Per Hour Step 5</u>
High School Secretary	\$6.63	\$6.82	\$7.00	\$7.18	\$7.37
Head Cook	4.90	5.09	5.28	5.45	5.63
Assistant Cook	4.57	4.76	4.91	5.10	5.29
Head Custodian/ Maintenance	6.49	6.68	6.85	7.04	7.21
Custodian	4.23	4.41	4.60	4.79	4.98
Bus Maintenance	5.55	5.73	5.91	6.09	6.28
Teacher Aide	4.27	4.44	4.63	4.82	5.01
Library Aide	4.89	5.08	5.25	5.43	5.91
Bus Driver-Extra Trips	5.05	5.19	5.24	5.29	5.35

	<u>Per Year</u>	<u>Per Year</u>	<u>Per Year</u>	<u>Per Year</u>	<u>Per Year</u>
Bus Driver-Regular	4,492.51	4,620.00	4,764.00	4,887.00	5,008.00
Bus Driver-Gaylord	6,411.23	6,532.77	6,654.32	6,775.87	6,898.69

PAY RATES - 1987-88

Pay rates for 1987-88 will be a 5% increase over the 1986-87 rates.

PAY RATES - 1988-89

Pay rates for 1988-89 will be a 5% increase over the 1987-88 rates.

- A. An employee presently receiving more pay than the above schedule allows will be frozen at his/her higher rate until such time as the schedule catches up to him/her.
- B. The bargaining unit member employed in the position set forth on the above salary schedule shall be paid the rate set forth therein during the term of this agreement.
- C. The increment shall be an increase in salary applicable on the bargaining unit member's anniversary date which is the date of hire in the school district.
- D. The wages or salary shall be paid bi-weekly on such calendar dates as are established by the board.
- E. Beginning the tenth [10th] year of employment, an employee will receive a \$225.00 longevity payment in addition to his/her above rate of pay.
- F. The above extra trip hourly rate will be paid for all driving time. Waiting time will be at \$3.20 per hour excluding sleeping time. Meals and room expenses will be reimbursed

upon receipt if prior arrangements have been made with the superintendent.

G. A minimum of two [2] hours pay will be given for each extra trip.

H. Bus drivers will be paid \$4.00 per hour for each hour needed to attend driver training school for certification.

APPENDIX C

POLICY REGARDING OBJECTIONS TO POLITICAL-IDEOLOGICAL EXPENDITURES

Upon timely objection, no individual required to pay a service fee to a local association affiliated with the Michigan Educational Support Personnel Association [MESPA] shall be required, through the payment of such a fee, to contribute to the financial support of an ideological cause or political activity unrelated to collective bargaining, contract administration, grievance adjustment and employee representation which he/she opposes.

An individual who, in compliance with the administrative procedures established by the Director of Michigan Educational Support Personnel Association, objects to the use of a portion of his/her service fee to support such an ideological cause or political activity, shall be entitled to pay a reduced fee based upon the MESPA Director's determination of the percentage of the MESPA annual budget spent for ideological or political purposes unrelated to collective bargaining, contract administration, grievance adjustment and employee representation.

OBJECTIONS TO POLITICAL-IDEOLOGICAL EXPENDITURES

ADMINISTRATIVE PROCEDURES

Section I

Objections under the policy regarding Objections to Political-Ideological Expenditures ["the policy"] shall be made by giving written notice to the Director of the Michigan Educational Support Personnel Association. Notice shall be given in writing during the period of September 1 through 15 of each year and shall specify those causes, programs and activities to which the individual objects or that the individual objects to the use of a portion of his/her service fee for any political activity or ideological cause unrelated to collective bargaining, contract administration, grievance adjustment and employee representation. An objection must be renewed each fiscal year [September 1 to August 31].

Upon receipt of the objection, the director or his delegate shall determine first whether the cause, program or activity to which the individual objects is in fact an ideological cause or political activity within the meaning of the policy. An ideological cause or political activity within the meaning of the policy is one which is unrelated to organizing, collective bargaining, contract administration, grievance adjustment or employee representation.

Second, the director or his delegate, if he determines that in fact the cause, program or activity to which the individual objects is an ideological cause or political activity, shall determine the prorata amount of the individual service fee that

has been expended upon or will be expended upon such cause, activity or program.

If the individual has objected to the use of a portion of his/her service fee for any political activity or ideological cause as defined herein, the director or his delegate shall determine the prorata amount of the individual service fee that has been expended or will be expended on all such causes and activities and the reduced fee accordingly required to be paid by the individual.

Upon written request, the director or his delegate shall provide to the individual, a copy of the approved budget for the year in question.

Section II

An individual dissatisfied with the determination of the director may appeal that determination to the MESPA Board of Directors. An appeal to the Executive Board may be taken within 30 days of receipt of determination of the director. The appeal shall be taken by giving a written notice to the director of the individual's desire to appeal his determination to the Board of Directors.

The individual, along with his/her notice of appeal, may submit to the board, his/her position as he/she deems necessary. The board shall reach a decision upon the appeal as soon as practicable--preferably within 60 days from receipt of the appeal.

If the individual is dissatisfied with the decision of the board, he/she may further appeal by commencing or otherwise being bound by, appropriate proceedings in the Michigan Employment Relations Commission.

Section III

These procedures apply to amounts remitted to the Michigan Educational Support Personnel Association as well as amounts retained by the local association affiliated with the Michigan Educational Support Personnel Association.

The local association shall reimburse the Michigan Educational Support Personnel Association for any amounts rebated on its behalf under the policy.

LEVEL IV

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

LEVEL V

A. Date received by Board of Education or Designee _____

B. Disposition by Board _____

Signature Date

C. Position of Grievance and/or Association _____

Signature Date

LEVEL VI

A. Date submitted to Arbitration _____

B. Disposition of Arbitrator _____

Signature Date

[IF ADDITIONAL SPACE IS NEEDED IN REPORTING ANY GRIEVANCE, ATTACH AN ADDITIONAL SHEET.]



