

MASTER AGREEMENT

between the

ALBA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

NMEA/MEA/NEA

and the

ALBA PUBLIC SCHOOLS

September 1, 2009 – August 31, 2012

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## SECTION 1 - AGREEMENT

- A. This Agreement entered into this 1st day of September, 1999 by and between the Northern Michigan Education Association/MEA/NEA ("Local - Alba ESP/NMEA/MEA/NEA") as hereinafter called the "Association" and the Alba Public Schools Board of Education hereinafter called the "Employer."
- B. In consideration of the following mutual covenants it is hereby agreed as follows:

## SECTION 2 - RECOGNITION

- A. The Alba Public Schools hereinafter called the "Employer", hereby recognizes the Northern Michigan Education Association/MEA, an affiliate of the National Education Association, hereinafter the "Association", as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA) for all personnel as certified by the Michigan Employment Relations Commission whether full or part-time, probationary or non-probationary, on leave, including food service, bus drivers, aides, paraprofessionals and custodians, but excluding secretaries and bookkeeper, part-time maintenance/custodian, YETP, CETA, JTA, and etc.
- B. Unless otherwise indicated, use of the term "Employee"/"Bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:
  - 1. Probationary: A bargaining unit member who is employed to fill a full-time or part-time position for a trial period of six (6) months (120 working days).
  - 2. Full-Time School Year: Bargaining unit members employed to work at least one hundred eighty [180] days and whose employment follows the school calendar and who work for at least thirty [30] hours per week.
  - 3. Full-Time Full Year: Bargaining unit members who are employed to work on a twelve [12] month basis and who work for at least forty [40] hours per week.

## SECTION 3 - PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act number 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Bargaining Unit Members, and the Association. The Employer and the Association 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.

#### SECTION 4 - EXTENT OF AGREEMENT

- A. This Agreement shall constitute a binding obligation of both the Employer and the Association and, for the duration, may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- B. This Agreement shall supersede and have precedence over 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.

#### SECTION 5 - ASSOCIATION RIGHTS

- A. Duly authorized representatives of the Association and its representative affiliates shall be permitted to transact official Association business on Employer property at all reasonable times provided this shall not interfere with or interrupt normal operations, with the permission of the superintendent.
- B. The Association, as the exclusive representative of employees within the Bargaining Unit described in this Agreement, shall have the right to use the school facilities, with permission as to time and place.
- C. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards. The Association may use Employee mail boxes and district computers for communication to Bargaining Unit Members.
- D. The Employer agrees to furnish to the Association, in response to reasonable requests, all available information concerning its financial resources, expenditures, and information the Association may require to process any grievance or complaint.
- E. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- F. The Employer shall grant the Association five (5) unpaid leave days per year for the use of its representatives to conduct Association business or participate in Association activities.

#### SECTION 6 - BOARD RIGHTS AND RESPONSIBILITIES

- A. The Association recognizes that the Employer has the responsibility and authority to adopt reasonable rules or policies, to manage and direct, on behalf of the public, operations and activities of the Alba Public Schools to the full extent authorized by the laws and the Constitution of the state of Michigan and of the United States provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
- B. The Employer agrees to enforce, as they pertain to a public school district, the laws of the State of Michigan, with specific attention being given to the Michigan School Code and regulations promulgated by the Michigan State Board of Education, as well as all Federal laws. The Employer

shall not direct or require a Bargaining Unit Member to violate any Federal law, State law, or State or Federal regulation.

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

#### SECTION 7 - BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

- A. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 *et seq.*; MSA 17.455(1) *et seq.*, (PERA), the Employer hereby agrees that every Bargaining Unit Member shall have the right to freely organize, join and support the Association and to engage in lawful concerted activities for the purpose of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the state of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan or the United States of America or the constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer; his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation or occupational advantage, discharges, or other actions of a disciplinary nature. Any such discipline, including adverse evaluation of bargaining unit member performance shall be subject to the grievance procedure. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association as soon as possible.
- C. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting the bargaining unit member shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the Agreement.
- D. A bargaining unit member will have the right to review the contents of all records of the employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Association representative, with the permission of the bargaining unit member, may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings.
- E. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the

bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and may sign said material; such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

- F. Any case of assault upon a bargaining unit member shall be promptly reported to the employer. The employer shall promptly render all reasonable assistance to the bargaining unit member, when possible to prevent injury.

## SECTION 8 - GRIEVANCE PROCEDURE

### A. Definition:

1. A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation may be processed as grievance.

### B. Hearing Levels:

1. Informal Level: When a cause for complaint occurs, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the results of the meeting he/she may formalize the complaint in writing as provided hereunder.
2. Formal Level #1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within ten [10] days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the superintendent. The superintendent shall, within ten [10] days, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
3. Formal level #2: if the association is not satisfied with the disposition of the grievance at formal level #1 or if no disposition has been made within ten (10) days of receipt of the grievance, the grievance shall be transmitted to the board. Within ten (10) days after the grievance has been submitted, the board shall meet with the association on the grievance. The board, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the association.
4. Formal Level #3: If the Association is not satisfied with the disposition of the grievance at Level #2 or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association

shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and that judgement thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid by the Association.

C. The arbitrator shall have no power to alter, add or subtract or modify the terms of this Agreement.

D. Miscellaneous Provisions:

1. The term "days" when used in this Article shall mean work days. Time limits may be extended by mutual written agreement.
2. A grievance must be filed within ten [10] days of the member's reasonable knowledge of the alleged contract violation or the grievance will be waived.
3. For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit an Association representative access to and the right to inspect and acquire copies of personnel files, with permission of the employee, and any other files or records of the Employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

SECTION 9 - CONTINUITY OF OPERATIONS

A. When an act of God or an Employer directive forces the closing of a school or other facility of the Employer, the bargaining unit members shall be excused from reporting to duty with no pay or may use a personal day. In the event a school/facility is closed for more than one [1] day due to mechanical failure, fire, vandalism, or calamity, the Employer has the right to reschedule assignments of the affected bargaining unit members and students so as to continue the educational process of students the next school day. In no event will the non- custodial/maintenance staff be rescheduled without consulting with the Association.

SECTION 10 - ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

- A. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of Dues, Assessments and Contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution/Bylaws and Administrative Procedures. Pursuant to such authorization, the employer shall deduct one-tenth (1/10th) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- B. Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEFSA's MEA sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully employer paid, credit union, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and employer.

B. 1. 403(b) Plans

The parties do hereby mutually agree to the addition of the following terms and conditions regarding Employee benefits, specifically 403(b) Plans, per Section 10 of Subsection B-1, Association Dues, Service Fees and payroll Deductions in the Master Agreement.

- a. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goals. The parties agree that MEA Financial Services products, along with any other mutually selected investment providers shall be named as vendor(s) in the 403(b) Plan document as appropriate under IRS regulations.
- b. The parties further understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that;
  - i. A plan document, consistent with all legal requirements shall be mutually developed by the parties by December 31, 2009.
  - ii. All bargaining unit members are eligible to participate in the plan.

- C. 1. Any bargaining unit member 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 first day of active employment shall, as a condition of employment, pay a representation benefit fee to the Association pursuant to the Association "policy regarding objections to political ideology expenditures" and the administrative procedures adopted to that policy. A representative benefit fee shall not exceed the amount of the Association dues collected from the Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction as herein provided. In the event that the bargaining unit member shall not pay such representation benefit fee directly to the Association or authorize through payroll deduction the employer shall, upon completion of the procedures contained in paragraph III and pursuant to MCLA 308.477; MSA 17.1277 (7) and at the request of the Association deduct the representation benefit fee from the bargaining unit members' wages and remit same to the Association.

In the event that the board is prohibited by legal decision to deduct the service fee from a bargaining unit member who does not authorize the deduction of the representation benefit fee, the employer, at the request of the Association, shall terminate the employment of such bargaining unit member upon completion of the procedure contained in paragraph 3 A. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.

The Association shall hold the Board harmless for any and all claims, demand suits, or other forms of liability by reason of action taken or not taken by the board or suits designated agents for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the association should have the right to comprise claims which may arise under this save harmless clause.



2. No dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of the article shall be subject to the grievance procedures set forth in this agreement or any other administrative or judicial procedure.
  3. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non- members along with other required information may not be available and transmitted to non members until mid-school year. Consequently, the parties agree that the procedures in the article relating to the payment or nonpayment of the representation fee by non members shall be activated thirty (30) days following the Association's notification to non members of the fee for the given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- D. The board agrees to provide the services mentioned in paragraph A above without charge to the Association.

#### SECTION 11 - WORKING CONDITIONS

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. No bargaining unit member shall be required to dispense or administer medication.
- C. All bargaining unit members working five (5) hours per day shall have a designated one-half (1/2) hour lunch break without pay. The 1/2 hour break time shall be set by the Administration after consultation with the bargaining unit member.
- D. The administration shall have the right to set working hours after consultation with the bargaining unit member.
- E. The normal working hours of bargaining unit members shall be:  
Cook: 7 hours per day  
Custodian: 8 hours per day
- F. All school year employees shall be scheduled at least 180 work days. All school year employees shall be allowed to make up such days by participation in professional development days.
- G. In the event school is cancelled due to acts of God:  
Bus drivers shall be notified by 6:00 A.M. or they shall be paid for their run.  
  
Cooks shall be notified by 6:00 A.M. or they shall be paid for two (2) hours.  
  
Custodians (full-time and part-time) shall report for work as scheduled, unless otherwise notified.

#### SECTION 12 - VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as a newly-created position or a present position that is not filled.
- B. All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten [10] work days. Said posting shall contain the following information:
  - 1. Type of Work
  - 2. Starting Date
  - 3. Rate of Pay
  - 4. Hours to be Worked
  - 5. Minimum Requirements
  - 6. Ending date for applications
- C. Interested qualified bargaining unit members may apply in writing to the Superintendent or designee within the ten (10) day posting period and shall be granted an interview and in the event that more than one employee was judged qualified the position shall be granted on the basis of seniority.

#### SECTION 13 - SENIORITY

- A. Seniority shall be defined as length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event more than one [1] individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by date and time of signing of individual employment contract.
- B. Part-time bargaining unit members shall accrue seniority on a pro rata basis. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. For purposes of this Agreement, all bargaining unit members shall be placed in one [1] of the following classifications based on their current assignments:
  - 1. Custodial/Maintenance
  - 2. Food Service
  - 3. Aide/Paraprofessional
  - 4. Bus Driver
- D. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.

#### SECTION 14 - REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds or work sufficient to avoid such reduction, which is demonstrated by the Employer to the Association.

- B. No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least fifteen [15] calendar days prior to the effective date of the layoff. In the event of a necessary reduction in work force, the Employer shall first lay off probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position for which they are qualified regardless of classification which is held by a less senior bargaining unit member.

#### SECTION 15 - JOB DESCRIPTION AND CLASSIFICATION

- A. For each classification, job descriptions will be developed. Said descriptions shall be developed by the employer after discussion with the association.
- B. Any evaluations of bargaining unit members' work performance shall be based upon said bargaining unit member's job description.
- C. The basic compensation of each bargaining unit member shall be as set forth in Schedule A. There shall be no deviation from said compensation rates during the life of this agreement
- D. The following conditions shall apply to all overtime work:
1. Time and one-half will be paid for all hours worked over forty [40] hours in one [1] week.
  2. Compensatory time off may be given instead of overtime pay if mutually agreeable to the employer and the bargaining unit member. Such compensatory time shall be at time and one-half.
  3. Bus drivers who are delayed over the usual time to make their run due to breakdown, accident or other unforeseeable circumstances, shall be paid at their hourly rate for each whole hour of extra time spent.
  4. No overtime shall be given without prior approval of the Superintendent or his designee.
- E. The District will facilitate Para-Professionals becoming highly qualified by reimbursing the cost of one qualifying Test.

#### SECTION 16 - VACATIONS

- A. Bargaining unit members shall receive paid vacation time. Said vacation time may be used by eligible bargaining unit members at times of the bargaining unit member's choosing subject only to approval of the administration and with the vacation time to be scheduled on non- student session days. Vacation days must be used within the fiscal year. The bargaining unit member shall be paid for all unused vacation time based upon his/her current rate of pay for unused vacation days, on June 30 of each year. Vacation days shall not accumulate.

B. Upon termination a bargaining unit member shall be paid for all unused vacation time based upon his/her then current rate of pay. Vacation time shall be computed as of each bargaining unit member's anniversary date on the basis of the following schedules:

Full-Year Bargaining Unit Members

<u>Years Employed</u>	<u>Vacation Pay</u>
Full-Year Bargaining Unit Members	
One through Three Years	7 days
Four through Six Years	11 days
Seven and Over Years	15 days

- C. For purposes of this Section, a work week shall be defined as a five [5] consecutive day period consisting of days actually worked, paid holidays, paid leave days and excluding vacation and other days not worked.
- D. Vacation days must be earned monthly on a pro rata basis.
- E. Vacation days will accrue during the six (6) months probation period, but may not be used until the employee has worked for the district for one (1) year.
- F. Vacation pay will be for the same hours per day as the regularly scheduled work hours.

SECTION 17 - ILLNESS AND DISABILITY

- A. Sick days for all bargaining unit members shall accumulate at one (1) day per month at the rate of ten (10) sick days per year, which shall accumulate from year to year to a maximum of one hundred (100) days. The employer shall furnish each member with a written statement at the beginning of each school year setting forth the total accumulated sick days credited to each bargaining unit member.
  - 1. Sick days will accrue during the six (6) month probation period, but may not be used until after the probationary period is completed.
  - 2. Sick day pay will be for the same hours per day as the regularly scheduled work hours.
- B. Absence due to an injury or disability incurred by a bargaining unit member's employment shall not be charged against the employee's sick leave days.
- C. The sick days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:
  - 1. The employee may use all or any portion of his/her sick day to recover from his/her own illness or disability, which shall include in part, all disabilities caused or contributed to by

pregnancy, miscarriage, childbirth and recovery. Absence due to illness in the employee's immediate family shall be deemed legitimate use of sick leave. Immediate family shall include the employee's spouse, children or stepchildren, parents, spouse's parents, grandparents, or spouse's grandparents.

2. Other reasons as approved by the administration

- D. A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted an unpaid leave of absence for up to one [1] year.
- E. The Board may require, once during the school year, a physician's statement, or at its expense, employ a physician to conduct an appropriate examination to determine any employee's fitness. Each bargaining unit member will furnish a report certifying he/she is free of tuberculosis as a condition of employment. The examination must have taken place within nine (9) months prior to the first day of school. (A negative skin test or X-ray is satisfactory.) All reports of these examinations and tests will be filed in the employee's personnel file and are to be submitted within two (2) weeks after the opening of school.

### SECTION 18 - HOLIDAYS

- A. All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member.
  - 1. Labor Day when school starts prior to Labor Day
  - 2. Thanksgiving
  - 3. Friday after Thanksgiving
  - 4. Christmas Eve Day
  - 5. Christmas Day
  - 6. New Year's Eve Day
  - 7. New Year's Day
  - 8. Good Friday
  - 9. Memorial Day
- B. Employees working summers shall have the days provided above plus July 4 and Labor Day when school starts after Labor Day.

### SECTION 19 - UNPAID LEAVES

- A. Leaves of absence without pay or benefits up to one [1] year in duration may be granted upon written request from a bargaining unit member. Requests for leaves of absence shall include the reason for the leave along with the notification of the beginning and ending dates of said leaves. Parental/Child Care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable. A bargaining unit member returning from a leave of absence shall be reinstated to the same position and classification he/she held when the leave began. At least thirty [30] calendar days prior to the date a leave is scheduled to expire, the bargaining unit member shall notify the employer of his/her intent to return to work.
- B. Unpaid leaves of absence may be taken for the following purposes:
1. Parental/Child Care: A leave of absence may be granted up to one [1] year to any (male or female) bargaining unit member for the purpose of child care. Said leave shall commence upon request of the bargaining unit member.
    - (a) A pregnant bargaining unit member may commence said child care leave any time, or subsequent to the birth of her child at her option. A child care leave shall be available to the bargaining unit member upon termination of her sick leave, at the option of the bargaining unit member. The bargaining unit member may terminate the leave after the birth of the child or, in the event of death of said child, and, provided that she is physically able to perform her work duties.
- C. Military Leave: A military leave of absence shall be granted to any bargaining unit member who shall be drafted for military duty in any branch of the armed forces of the United States.
- D. Family and Medical Leave: In accordance with the Family and Medical Leave Act of 1993. This section shall not be construed as limiting the right of an employee to elect, and the right of the Board to require an employee, to substitute paid leave for unpaid leave in accordance with Section 102 (d) (2) of the aforementioned legislation.

#### SECTION 20 - OTHER PAID LEAVES

- A. Personal business days for all bargaining unit members shall accumulate at one day earned every three (3) months at the rate of three (3) personal business days per year. Personal business days may only be used for the bargaining unit member's personal business. A bargaining unit member planning to use a personal business day[s] shall notify his/her supervisor at least one [1] day in advance except in cases of emergency. Personal business days shall be available for the practice of individual religious preferences.
1. Personal business days may not be accumulated to be carried over from one year to another year. Personal business days not used during the year earned shall be reimbursed at \$50.00 per day.
  2. Personal business days will accrue during the six (6) month probation period, but may not be used until after the probationary period is completed.

3. Personal business day pay will be for the same hours per day as the regularly scheduled work hours.
- B. The bargaining unit member shall be granted a maximum of five [5] days paid leave per year for death in the immediate family. Immediate family shall be interpreted as husband, wife, mother, father, step-mother, step-father, brother, sister, children, grandchildren, father/mother-in-law, and grandparents.
- C. As may be required for jury duty, the bargaining unit member will be compensated for the difference between his/her regular salary and his/her juror's pay.

#### SECTION 21 - EXTERNALLY FUNDED PROGRAMS

- A. The parties further agree that it is not their intent to replace or displace through the use of CETA funds and/or funds provided through other state or federal programs, either in whole or in part, in any way, currently employed bargaining unit members employed on the effective date of this Agreement, or to cause the loss of work or wages or employment benefits of the same.

#### SECTION 22 - BARGAINING UNIT MEMBER EVALUATIONS

- A. All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.
- B. Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.
- C. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within fifteen [15] working days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the bargaining unit member is to improve and of the assistance to be given by the employer towards that improvement. In subsequent observation reports failure to again note a specific deficiency shall be interpreted to mean adequate improvement has taken place.
- D. Before the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed following the procedures of this provision.
- E. In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons therefore in writing.
- F. Job descriptions shall be the basis of the evaluation.

#### SECTION 23 - INSURANCE PROTECTION

- A. **HEALTH INSURANCE/MESSA PAK**  
The Board agrees to provide, without cost to the bargaining unit members listed below, for a full

twelve (12) month period, for the employee and his/her eligible dependents, including sponsored dependents, as defined by MESSA and its underwriter, the following options for custodians and cooks: full year, full-time employees.

PLAN A -

MESSA Choices II Health Care – XVA 2 Rider

\$10 RX, w/bd. Pd. Ded. As per below.

LTD 66-2/3, \$5,000/Mo. Max, ALC/Drug 2 Years, Mental/Nervous. Same as any other illness,

Delta Dental 80/80/80 \$2,000 Max/80 \$2,000 Ortho Max

Neg. Life \$50,000 (AD & D)

Vision VSPIII + Platinum

PLAN B -

LTD – same

Delta Dental 80/80/80 \$2,000 Max/80 \$2,000 Ortho Max

Neg. Life \$50,000 (AD&D)

Vision VSPIII + Platinum

The board will also pay the difference in prescription co-pay with the bargaining unit member being reimbursed after accumulating receipts totaling \$10.00. Prescription co-pay shall be reimbursed only over and above the initial \$.50 per prescription co-pay.

All receipts will be collected by a designated bargaining unit member, who will be responsible for turning those receipts into the appropriate business office person designated by the superintendent. For reimbursement, all receipts must be submitted to the business office ten (10) working days prior to the next regularly scheduled school board meeting for those receipts will be given the day after the board meeting.

- B. Employees on Plan B of the MESSA PAK shall apply up to the amount of SUPER CARE I single subscriber premium toward purchase of MESSA variable options, MESSA annuities and MEALS. Any amount exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium or subsidy amount change for the group.
- C. Bus drivers shall receive \$165 per month to offset insurance cost for each month they work.
- D. Para professionals and aides with twenty-five (25) or more hours of work per week shall be provided with fully paid LTD, Vision, Dental and Life Insurance as described in Plan B above.

SECTION 24 - SALARY SCHEDULE A



	60 Days	2009/10
	<u>Probationary</u>	<u>1.5%</u>
Head Custodian	\$12.03	\$13.33
Custodian	\$9.39	\$10.93
Cook	\$11.39	\$12.65
Cook/2 Meals	\$11.90	\$13.15
Librarian/Playground Supv	\$7.68	\$8.55
Aide	\$7.68	8.41
Para-professional	\$8.61	\$9.79
Bus Drives: Regular Run	\$16.97	\$19.93
Double Run	\$25.48	\$29.89
Extra Trips	\$8.49	\$9.95

	60 Days	2010/11
	<u>Probationary</u>	<u>1.5%</u>
Head Custodian	\$12.21	\$13.53
Custodian	\$9.53	\$11.09
Cook	\$11.56	\$12.84
Cook/2 Meals	\$12.08	\$13.35
Librarian/Playground Supv	\$7.80	\$8.68
Aide	\$7.80	\$8.54
Para-professional	\$8.74	\$9.94
Bus Drives: Regular Run	\$17.22	\$20.23
Double Run	\$25.86	\$30.34
Extra Trips	\$8.62	\$10.10

	60 Days	2011/12
	<u>Probationary</u>	<u>1.5%</u>
Head Custodian	\$12.39	\$13.73
Custodian	\$9.67	\$11.26
Cook	\$11.73	\$13.03
Cook/2 Meals	\$12.26	\$13.55
Librarian/Playground Supv	\$7.92	\$8.81
Aide	\$7.92	\$8.67
Para-professional	\$8.87	\$10.09
Bus Drives: Regular Run	\$17.48	\$20.53
Double Run	\$26.25	\$30.80
Extra Trips	\$8.75	\$10.25

Salary Increases:	1.5% on both tracks	2009-2010
	1.5% on both tracks	2010-2011
	1.5% on both tracks	2011-2012

Longevity recognition shall be paid beginning in the 2009-10 school year as follows:

- 5<sup>th</sup> year: \$300 Stipend paid on the last payday of the school year, and again up to the 10<sup>th</sup> year.
- 10<sup>th</sup> year: \$600 Stipend paid on the last payday of the school year, and again up to the 15<sup>th</sup> year.
- 15<sup>th</sup> year: \$1,100 Stipend paid on the last payday of the school year, and again until retirement or other separation of employment.

Five extra hours pay weekly for driver appointed by Superintendent to:

- Collect reports
- Oversee all bus maintenance, oil changes, tire replacement, arrangements for repairs, etc.
- Make arrangements for bus pick-up and deliveries.
- Report and confer with Superintendent.

\*2 Mancelona Runs = 1 Regular Run

\*\* Extra \$.50 per hour for breakfast preparation for one (1) cook.

Bus drivers shall have first option on the Mancelona run. A rotation may be established based on seniority. The shortest duration for one driver being one month.

In the event that a bus driver takes a field trip and is not available for his/her regular run, a comparison should be made to insure that the driver will not lose money to take the field trip (based on time gone and money paid for regular run). If this occurs, the driver will be paid for his/her regular run along with the field trip hour(s).

#### SECTION 25 – BARGAINING UNIT MEMBER IMPROVEMENT

- A. Bargaining unit member bus drivers shall be paid for attendance at required driver training and/or any mandatory drug testing at their regular hourly rate for such attendance, including travel time. CDL license costs shall be paid by the board.

SECTION 26 - DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 2009, and remain in effect until August 31, 2012.

ALBA ESP/  
NORTHERN MICHIGAN EDUCATION  
ASSOCIATION/MEA/NEA

ALBA PUBLIC SCHOOL  
BOARD OF EDUCATION

By \_\_\_\_\_  
NMEA President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
NMEA Staff Liaison

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Chief Spokesperson/  
MEA UniServ Director

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Negotiation Committee

By \_\_\_\_\_  
Treasurer

By \_\_\_\_\_  
Negotiation Committee

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Superintendent

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

ALBA PUBLIC SCHOOLS

EVALUATION FORM – SUPPORT PERSONNEL

Section 1: General Information

Name of Employee: \_\_\_\_\_

Position: \_\_\_\_\_

Length of Employment in Present Position: \_\_\_\_\_

Total Years of Employment in Alba Public Schools: \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_

Position: \_\_\_\_\_

School Year: \_\_\_\_\_

Date(s) of Observation(s): \_\_\_\_\_

Date(s) of Evaluation Interview(s): \_\_\_\_\_

Note: All appraisal sections are to be completed in triplicate

Distribution of copies:

1. Evaluatee
2. Evaluator
3. Personnel Office/Superintendent

**This appraisal instrument is used to evaluate the performance of new employees during their probationary period as well as to evaluate other service personnel on a regular basis.**

The signature of the evaluatee at the end of this instrument is not intended to reflect agreement or disagreement with the conclusions reached by the evaluator. Such signature is intended only to indicate that the evaluatee has been given a copy of the completed form, has had an opportunity to meet with the evaluator and discuss the evaluation, and is aware of the contents.

This evaluation is conducted according to the provisions of Section 22 (Evaluations) of the current Master Agreement between the parties.

Additional comments by the evaluator or the evaluatee may be written on the back of any of the pages of this form or may be attached to this form for inclusion in the personnel file of the evaluatee.

**Section 2: Supervisor/Management Evaluation**

(Check appropriate column)

<b><u>General Job Issues (All Classifications)</u></b>		<b>GOOD</b>	<b>NEEDS IMPROVEMENT</b>	<b>NOT OBSERVED</b>
1.	Carries out all duties of the job according to Michigan law and the policies of the Alba Board of Education.	_____	_____	_____
2.	Maintains a good personal image with the public concerning the activities and needs of the school district.	_____	_____	_____
3.	Reports to his/her immediate supervisor all matters which are important to the understanding and operation of the assigned job area or building.	_____	_____	_____
4.	Interprets and clarifies the purpose and needs of the school system to the public, as directed by his/her immediate supervisor.	_____	_____	_____
5.	Accepts responsibility for his/her job duties.	_____	_____	_____
6.	Acquires new skills to perform job responsibilities.	_____	_____	_____
7.	Performs work in a neat and orderly way.	_____	_____	_____
8.	Maintains a good personal appearance.	_____	_____	_____
9.	Maintains a good work schedule by reporting to work regularly and on time.	_____	_____	_____
10.	Evidences the ability to work at a high level of performance without constant supervision.	_____	_____	_____
11.	Shows ability to relate to other staff personnel, students and public.	_____	_____	_____
12.	Shows interest in self-improvement and a willingness to try new ideas.	_____	_____	_____
13.	Performs other related duties as assigned by his/her immediate supervisor/admin.	_____	_____	_____
<b><u>Comments by Evaluator:</u></b>				

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<b><u>Specific Job Issues (Custodial)</u></b>		<b>GOOD</b>	<b>NEEDS</b>	<b>NOT</b>
		<b>IMPROVEMENT</b>	<b>IMPROVEMENT</b>	<b>OBSERVED</b>
1.	Displays knowledge and reasonable care of potentially hazardous cleaning agents.	_____	_____	_____
2.	Keeps accurate inventory of equipment and supply needs.	_____	_____	_____
3.	Correctly prioritizes tasks.	_____	_____	_____
4.	Handles minor maintenance tasks as needed.	_____	_____	_____
5.	Identifies and reports safety concerns.	_____	_____	_____

**Comments by Evaluator:**

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<b><u>Specific Job Issues (Culinary)</u></b>		<b>GOOD</b>	<b>NEEDS</b>	<b>NOT</b>
		<b>IMPROVEMENT</b>	<b>IMPROVEMENT</b>	<b>OBSERVED</b>
1.	Abides by current regulations and requirements for job duties in culinary.	_____	_____	_____
2.	Keeps kitchen and food preparation area clean.	_____	_____	_____
3.	Plans and provides balanced nutritious meals.	_____	_____	_____
4.	Attempts to involve student requests into menu as appropriate.	_____	_____	_____
5.	Keeps running inventory and orders supplies as appropriate.	_____	_____	_____

**Comments by Evaluator:**

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<b><u>Specific Job Issues (Transportation)</u></b>		<b>GOOD</b>	<b>NEEDS IMPROVEMENT</b>	<b>NOT OBSERVED</b>
1.	Keeps CDL up to date.	_____	_____	_____
2.	Handles discipline on bus appropriately.	_____	_____	_____
3.	Keeps bus clean.	_____	_____	_____
4.	Operates bus in a safe manner.	_____	_____	_____
5.	Keeps bus properly maintained.	_____	_____	_____

**Comments by Evaluator:**

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<b><u>Specific Job Issues (Aides/Parapros)</u></b>		<b>GOOD</b>	<b>NEEDS IMPROVEMENT</b>	<b>NOT OBSERVED</b>
1.	Handles discipline appropriately.	_____	_____	_____
2.	Handles documents/confidential issues appropriately.	_____	_____	_____
3.	Carries out instructions/lesson plans of the teacher.	_____	_____	_____
4.	Can work without direct supervision	_____	_____	_____
6.	Works effectively as part of an educational team.	_____	_____	_____

**Comments by Evaluator:**

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**Section 3: Composite or Summative Evaluation**

All things above considered, this evaluation is rated as: \_\_\_\_\_ Good \_\_\_\_\_ Needs Improvement

Signatures:      Evaluatee: \_\_\_\_\_      Date: \_\_\_\_\_

                         Evaluator: \_\_\_\_\_      Date: \_\_\_\_\_