

**MASTER AGREEMENT  
BETWEEN  
MANCELONA PUBLIC SCHOOLS**

**AND**

**MANCELONA SUPPORT PERSONNEL ASSOCIATION/MEA/NEA  
Secretaries and Assistants**

**September 1, 2010 – August 31, 2013**

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**RECOGNITION**

**Section 1**

1.1 BARGAINING UNIT DEFINED

The Board hereby recognizes the Mancelona Support Personnel Association, MEA/NEA, as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 for all full-time and regularly employed part-time secretarial/clerical and assistants/early childhood staff employed by the Mancelona Public Schools, but excluding all supervisors, administrators, teachers and all other employees.

1.2 All personnel represented by the MESPA/MEA/NEA in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Members," or "employees."

**EXTENT OF AGREEMENT**

**Section 2**

2.1 SEVERABILITY

The parties agree that this contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of the Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

**AGENCY SHOP**

**Section 3**

3.1 SERVICE FEE

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) calendar 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 3.4 and pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association deduct the representation benefit fee from the bargaining unit member's wages and remit same to the Association.

In the event that the Board is prohibited by a legal decision to deduct the service fee from a bargaining unit member who does not authorize the deduction of the representation benefit fee, then either party, within thirty (30) calendar days that the decision is known to the party, may open this Section 3 of the Master Agreement to negotiate a replacement for all or part of this section only.

### 3.2 HOLD HARMLESS

The Association shall indemnify and hold the Board harmless for any and all costs, expenses, claims, demands, suits or to other forms of liability incurred by reason of action taken or not taken by the Board or its designated agents for the purpose of complying with the provisions of this section. The Association shall pay the cost of all attorney fees to comply with this section providing the Association has the right to employ or approve paid attorney. It is understood that the Association should have the right to compromise claims which may arise under this save harmless clause.

### 3.3 OBJECTION POLICY

The Association has established a "policy regarding objections to political ideology expenditures." The policy (a copy of which shall be provided each non-member bargaining unit member by the Association) and the administrative procedures (including the timetable for payment) pursuant thereto applies only to non-association bargaining unit members. The remedies set forth in such policies shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of the Section shall be subject to the grievance procedures set forth in this Agreement or any other administrative or judicial procedure.

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 this Article relating to the payment or nonpayment of the representation fee by non-members shall be activated thirty (30) calendar 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.

#### 3.4 MANDATORY FEE DEDUCTION

The Association, in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277 (7), shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) work days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected. If the bargaining unit member fails to remit the service fee or authorize the deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the bargaining unit member with opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same.

#### 3.5 DUES DEDUCTIONS

The Board agrees to provide the services mentioned above without charge to the Association.

##### A. When Deductions Begin

Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the second pay period of the month and each month thereafter, provided that the employee has earnings that month. One change in Association dues, fees or assessments can be authorized by the Association after the initial collection. If further changes are desired by the Association, the Association will reimburse the Board for the cost of said change.

B. Remittance of dues to financial officer

A list of the names and the amount of dues deducted will be remitted to the designated officer within five (5) work days of the month following the month in which they were deducted. An alphabetical list of names and addresses of all employees from whom deductions have been made shall be provided yearly.

C. Any additions or deletions shall be communicated to the Association.

D. The Association is responsible for providing a list of names and amounts to be deducted 30 (thirty) days prior to the first deduction. Any additions or deletions shall be communicated to the Payroll office.

3.6 PAYROLL DEDUCTIONS

A. Mandatory Deductions

1. Withholding tax - Federal, State, Local (if applicable)
2. Social Security
3. Retirement (if authorized under MIP)

B. Voluntary Deductions

1. MESSA options
2. Association dues, fees and assessments
3. TBA Education Credit Union and associated services
4. Mancelona Education Foundation
5. Mancelona Communities in School
6. AFLAC
7. Tax deferred annuities as offered by:  
MEA Financial Services Paradigm Equities  
TBA Educational Credit Union Deferred Compensation  
AIG - Valic  
Design Underwriters  
Putnam/Edward Jones  
Ameriprise  
Legend Group  
Midwest Financial  
Plan Member Services

Waddell & Reed  
Oppenheimer  
AXA Equities

An additional company will be added upon proof of servicing a minimum of five bargaining unit members and must be listed within the approved vendor list as provided by the District. All vendors must agree to sign a plan document with the District's Third Party Administrator.

### 3.7 PAY PERIODS

When there are 27 bi-weekly payrolls rather than 26, the Employee's annual payroll will be divided by 27 pays.

## **ASSOCIATION RIGHTS**

## **Section 4**

### 4.1 ACCESS TO INFORMATION

The Board agrees to make available to the Association in response to association requests information relating to the financial resource of the district and other information necessary for the preparation of contract proposals, the processing of grievances, or other administrative hearings.

### 4.2 USE OF FACILITIES

The Association shall have the right to use school facilities for meeting upon proper facility authorization by the building principal when such use will not interfere with previously scheduled activities; and school equipment when not otherwise in use shall be made available for Association use. The Association shall reimburse the district for any excessive use of district supplies.

### 4.3 MAIL AND COMMUNICATION

The Association shall have the right to use regular inter-district mail services, Internet and e-mail for purposes of communication.

### 4.4 BULLETIN BOARDS

The Association shall be provided with accessible bulletin boards; one (1) in each building where members work.



#### 4.5 ASSOCIATION BUSINESS

Authorized representatives of the Association shall have the right to transact official Association business on school property during off duty time. The Association representative may request authorization from the building principal or immediate supervisor to transact the Association business at other times. Permission is not required for the association president and/or association representatives occasionally to conduct association business of a brief nature (not to exceed five minutes).

#### 4.6 SPECIAL CONFERENCES

Special conferences for important matters (including safety) will be arranged between the Association President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Association and two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up on special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreed upon times. The members of the Association shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Michigan Education Association. The Association representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

#### 4.7 ASSOCIATION LEAVE

At the beginning of each contract year the Association shall be credited with ten (10) days per year to be used by members of the bargaining unit. Use of such Association days shall be at the discretion of the Association. Not more than three (3) members of the bargaining unit may use an Association day on the same date except by mutual agreement of both the Association and the Employer.

The Association agrees to notify the Personnel Office, if possible, a minimum of five (5) work days prior to any such leave.

The cost of the substitute, if one is used, shall be borne by the Association.

Members of the Association shall be allowed to attend any functions of the Association without pay, but shall accrue benefits as per Section 19.4.

## **MANAGEMENT'S RIGHTS**

## **Section 5**

- 5.1 The employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing the sole and exclusive right to manage and operate the Facility in any and all of its operations and activities, except as limited by this agreement:
- a. The right to hire, promote, discharge, discipline, layoff, and recall employees and to maintain discipline and efficiency;
  - b. The right to determine and implement all matters pertaining to the services to be furnished, including the methods, procedures, means, equipment and machines required to provide such services;
  - c. The right to determine the composition and number of facilities and their locations;
  - d. The right to establish the numbers of personnel required;
  - e. The right to assign work to employees within their classification;
  - f. The right to direct and control operations;
  - g. The right to discontinue, combine or reorganize any services or any part or all of the operations;
  - h. The right to direct the work force;
  - i. The right to assign work in a reasonable manner in the interests of efficiency of operations and to determine the number of employees assigned to operations;
  - j. The right to study and use improved methods and equipment, machinery, or processes, to change or eliminate existing equipment and institute technological changes, decide on materials, supplies, and equipment to

be purchased;

- k. The right to construct new facilities or improve existing facilities;
- l. The right to determine the size of the work force and increase or decrease its size;
- m. The right to schedule hours of work and shifts as per this Agreement and to determine lunch rest periods and clean up times;
- n. The right to establish work schedules;
- o. The right to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; and
- p. The right, in all respects, to carry out the ordinary and customary functions of management except as specifically restricted by the terms of this Agreement.

## 5.2 CONTRACT INTERPRETATION

The superintendent will be responsible for contract interpretation on behalf of the board of education, unless otherwise stated in this agreement.

## **BARGAINING UNIT MEMBER RIGHTS**

## **Section 6**

### 6.1 NON-DISCRIMINATION

The Board and the Association agree not to discriminate against any employee with respect to hours, wages or any conditions of employment on the basis of race, color, creed, national origin, handicap, age, sex, marital status, religion, political affiliation, or by reason of membership in the Association, or participation in the activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under the terms of this agreement.

### 6.2 NOTICE OF DISCHARGE OR SUSPENSION

The Employer agrees to promptly notify in writing, the employee, his/her Association representative and the Association president

of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Association Representative. The Employer will make available a room for their meeting. Upon written request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the Association Representative.

### 6.3 APPEAL OF DISCHARGE OR SUSPENSION

Should the discharged or suspended employee and/or the Association Representative consider the discharge or suspension to be improper, it shall be submitted to the grievance procedure.

### 6.4 USE OF PAST RECORD.

In imposing any discipline or discharge on a current charge, all infractions more than three (3) years old shall be pulled from the file by the Superintendent prior to any investigation unless there has been subsequent discipline, a repeat of a complaint, or must remain in the file by law. All felony infractions directly involved in the discipline or discharge shall be pulled after ten (10) years of last infraction date. Misdemeanor infractions shall be pulled four (4) years after the infraction.

### 6.5 JUST CAUSE

Employees of the bargaining unit shall not be disciplined, discharged or suspended except for just cause.

### 6.7 EMPLOYEE INFORMATION

The Employer will provide, to each bargaining unit member, written information as to his/her rate of pay, sick days, and personal leave days on their individual pay stubs with every pay check.

### 6.8 PERSONNEL FILES

No material related to employee evaluation originating after initial employment by the Board will be placed in the personnel file unless the employee has had an opportunity to review the

material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Each employee may review the contents of his/her personnel file within two (2) work days after making such a written request. Confidential materials, pre-employment letters of recommendation and materials received from educational institutions and previous employers may be removed from the personnel file and may not be subject to disclosure to the employee.

A. Single and exclusive file.

There shall be only one personnel file maintained on an employee and it will be kept in the main business office.

## 6.9 COMPLAINTS

Any complaint made against an employee by any parent, student or other person, will be promptly called to the attention of the employee. It is understood that signature is only an indication of receipt and shall not be considered an admission of guilt or agreement with the information contained herein.

## **GRIEVANCE PROCEDURE**

## **Section 7**

### 7.1 DEFINITION

A claim by a bargaining unit member or the Association that there has been a violation, misapplication or misinterpretation of any provisions of this Agreement may be processed as a grievance as hereinafter provided.

A. The statement of a grievance shall name the employee involved, shall state the facts giving rise to the grievance, including the date of the alleged violation, shall identify by appropriate reference all provisions of the Agreement alleged to be violated, shall state the contention of the employee with respect to these provisions, and shall indicate the specific relief requested. All grievances must be signed by the employee involved or the Association

President, or the designee, if it is an Association grievance.

- B. The grievance procedure shall not apply to the extension of the probationary period, or non-renewal of a probationary employee.

## 7.2 GRIEVANCE STEPS

### A. INFORMAL LEVEL

Any employee or group of employees with a grievance shall within ten (10) work days of its alleged occurrence, or the discovery thereof (if the discovery could not reasonably have been made at the time of occurrence), discuss it with the immediate supervisor. At this and subsequent steps in the grievance procedure, an Association representative may accompany the employee upon request of the employee. The immediate supervisor will render his/her decision within five (5) work days to the grievant and association representative.

### B. STEP I

If the discussion at the informal level above does not resolve the grievance, within five (5) work days following the decision the Association Representative shall submit the grievance in writing to the immediate supervisor who shall render his/her decision in writing to the grievant and association president within five (5) work days of the submission.

### C. STEP II

If the grievance remains unresolved within five (5) work days of the written decision in Step I, the Association Representative shall submit a copy of the written grievance to the superintendent, or his/her designated representative, who within five (5) work days of the receipt of the grievance shall meet with the employee and Association Representative in an effort to resolve the matter. Within ten (10) work days of the receipt of the grievance, the Superintendent or his/her designated representative, shall indicate in writing his/her disposition of the grievance to the grievant and Association

Representative.

D. STEP III

If the grievance remains unresolved within five (5) work days of the receipt of the written decision in Step II, the Association shall refer it in writing to the Board of Education. The Board shall hold a hearing within thirty (30) calendar days or designate one or more of its members to hold a hearing, or otherwise investigate the grievance or prescribe such other procedure as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at this step. Within ten (10) work days the Board or such representative as it may authorize, shall render a decision of the grievance, and present it in writing to the aggrieved, the Association, the immediate supervisor and the Superintendent.

E. STEP IV

If the grievance remains unresolved following receipt of the Board's decision, the Association may within ten (10) work days refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance, who shall be selected in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and conclusive, and binding upon the Association, its members, the employee or employees involved, and the Board.

7.3 LIMITS OF THE ARBITRATOR

The powers of the arbitrator are subject to the following limitations:

- A. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- B. The arbitrator shall have no power to establish new salary scales or to change any salary, provided however, he/she shall retain the right to rule on matters related to step placement of employees on salary schedules.

- C. The arbitrator shall have no power to change any policy or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of said policy or rule, except for policies and rules which are found to be in conflict with the terms of this agreement or under The Management Rights section (Section 5) of this agreement.

#### 7.4 GENERAL CONDITIONS

- A. The arbitrator's fees shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.
- B. The processing of grievances, or any consideration thereof, shall not be conducted during duty hours, except by mutual consent.
- C. To expedite the processing of a grievance, the Board shall permit the affected employee access to the right to inspect and acquire copies of his/her personnel file and any other recorded evaluations which pertain to the employee. A representative of the Association may accompany and assist the employee in this regard.
- D. The time limits established by this grievance procedure shall be strictly construed; provided however, the parties to this Agreement reserve the right to mutually extend or alter said time limits in writing. Any grievance not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.
- E. In the event the Board's representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.
- F. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- G. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this



Agreement and timely filed, may be processed as herein provided until resolution.

**EMERGENCY SCHOOL CLOSINGS**

**Section 8**

8.1 SCHOOL CLOSING

Employees shall suffer no loss of time whenever school is closed due to inclement weather or Acts of God, or other emergency school closings.

In the event the District is not required to make up such days by the State, employees will receive their regular rate of pay for the day(s). If the District is required to make up the day(s) no pay will be issued for the make-up day(s) to members that were paid for such days at the time of their occurrence. Employees hired after said days shall be paid for the hours worked.

**BARGAINING UNIT WORK**

**Section 9**

9.1 MOVEMENT OF WORK

The employer agrees that in any movement of work not covered by this Agreement, to notify the Association in writing of the change and the names of the employees involved. If the union disagrees with the change, they shall notify the employer within five (5) working days. Thereafter, the matter shall become a proper subject for negotiations.

9.2 SUBSTITUTING OUTSIDE OF BARGAINING UNIT

The parties recognize that the work between certified personnel and bargaining unit members overlap. Bargaining unit members will not be replaced by certified personnel on a regular basis.

Members of the bargaining unit will not, on a regular basis, be required to assume the responsibility of employees in a different bargaining unit.

**NEGOTIATIONS PROCEDURE**

**Section 10**

10.1 UNFORESEEN MATTERS

If any provisions of this agreement or application thereof shall be contrary to law, then such provisions or application shall be

deemed not valid, but all other provisions or applications shall continue in force and effect.

In the event any provisions are so invalidated as per above, this agreement shall be reopened for the express purpose of renegotiating such invalidated or unenforceable provisions.

#### 10.2 NEGOTIATIONS RELEASE TIME

Members of the negotiations committee shall not lose wages while in negotiations. Members shall give advanced notification to the Supervisor of such time.

#### 10.3 COPIES OF THE MASTER AGREEMENT

Copies of the Master Agreement will be printed at the expense of the Employer and will be made available to all members of the bargaining unit.

The Association shall be allowed additional copies of the Master Agreement at no expense to the Association for its use.

### **WORK YEAR, WORK WEEK, WORK DAY**

### **SECTION 11**

#### 11.1 WORK YEAR

- A. Twelve (12) month employees.
- B. School year employees scheduled to work the school year at least one hundred seventy (170) days. This number may be reduced with the permission of the bargaining unit member and his/her immediate supervisor. Beginning and ending dates established by the Mancelona academic calendar.
- C. The work year for secretaries before the opening of school and the close of school for each academic year shall total twenty (20) working days. These days shall be set by the administration with input from the association. This may be extended up to an additional five (5) days at the Building Principal's request. Changes in the specified work time before and after the academic year can be made by mutual consent of the bargaining unit member(s) and the superintendent for reasons of changes in the workload or financial hardship in the school district.

## 11.2 WORK WEEK

### A. FULL TIME

An assignment of thirty-five (35) hours or more per week for at least one hundred and seventy (170) days per year.

Combining classifications does not affect your benefit eligibility.

### B. PART TIME

An assignment of less than thirty-five (35) hours per week or for less than one hundred and seventy (170) days per year.

## 11.3 WORK DAY

- A. The work day for secretaries shall be eight (8) hours plus an additional one-half (1/2) hour unpaid duty free lunch. Changes to the duty free lunch period which do not affect the number of work hours may be made by mutual consent of the employee and his/her supervisor.

## 11.4 ALTERATION

The specific starting and quitting time for bargaining unit members who generally work an eight (8) hour day will vary with the program or shift to which they are assigned.

## 11.5 DUTY FREE LUNCH

Lunch is generally part of the eight (8) hour day for evening and afternoon shifts. Day shift shall be allowed thirty (30) minutes off for lunch, not included in their eight (8) hour day.

## 11.6 BREAKS

Part time employees shall be allowed a fifteen (15) minute break for each three (3) hours of scheduled work time. Unpaid duty free lunch shall not be included in the work day of part time employees except by mutual consent of the employee and his/her supervisor. Full time employees shall be allowed fifteen (15) minute breaks during the first half of the shift and fifteen (15) minute breaks during the second half of the shift. The employer

shall provide an authorized space for breaks in each building or work area.

## 11.7 OVERTIME SCHEDULE

### A. OVERTIME PAY

Any person, with permission from his/her immediate supervisor, who works in excess of forty (40) hours per week shall be paid at a rate of one and one-half times his/her regular hourly rate for each hour he/she worked overtime hours with the exception under 11.3A. An employee called in for overtime shall be guaranteed at least two (2) hours pay at the overtime rate. For all work on Saturday and Sunday, time and one-half (1-1/2) shall be paid.

## 11.8 EXTRA DUTY/OVERTIME TIME SHEETS

Time sheets will be used to report extra hours worked per day and will be turned in to the immediate supervisor every two weeks. It will be the responsibility of the bargaining unit member's immediate supervisor to verify the exact number of extra duty/overtime hours during each pay period.

## 11.9 COMPENSATORY TIME

A. Comp time shall not, for this purpose, relate to remuneration in the form of financial consideration except as provided for in 11.9 B. To be eligible, application for comp time must be made to the building principal at least three (3) working days prior to the requested date. (See attached form). Comp time shall only be earned for the following:

1. Inservicing/training
2. Open House
3. Extra help needed for bus unloading and loading at the beginning of the year.
4. Additional (beyond 2) administration requested meetings per month.
5. Other required school business.

- B. The Association and the Board agree by mutual consent that a record of accumulated comp time shall be kept by the building principal's secretary with knowledge of the building principal. All records of accumulated time may be reviewed as to its validity and in case of any disputes will be processed through the normal grievance procedure.

Compensation time will not be used one week prior to or after a recess or the last week of a semester. All requests must be made prior to Memorial Day. Comp time may be used only in full or half day increments. Comp time accrued above two (2) days shall either be paid at the employee's regular rate or taken as time off. Any comp time of less than a half day may be carried over to the next school year or paid by the end of the school year, depending on the discretion of the employee.

#### 11.10 SUBSTITUTES

- A. If deemed necessary, the Board may hire a substitute for the full work day when a bargaining unit member is absent from duty for the full work day. Bargaining unit members will only be asked to perform duties outside their classification if after a diligent effort to obtain a substitute has met with negative results. A substitute list will be provided to each building secretary and be made available to classification representatives upon request.
- B. Any employee substituting for another employee in the same job classification shall be paid on his/her own salary step unless otherwise stated in this agreement.

#### 11.11 INSERVICE

##### A. ADMINISTRATIVELY REQUESTED

When an employee is sent by the administration to job-related training programs or courses, the costs of tuition, books, and supplies related to such training will be paid by the district. Employees will receive regular hourly pay if such attendance is during the employee's regular working hours. Employees shall be compensated at the employee's regular wage for any hours in attendance that is in excess of the normal work schedule.

For out-of-town conferences, courses or workshops which the employee must attend at the direction of the administration, the district will pay all the employees' expenses, including regular hourly pay, pursuant to attendance.

**B. MEMBER REQUESTED**

Conferences, courses or workshops requested by the bargaining unit member and approved by the administration will be reimbursed in accordance with section 11.11a.

**C. PAYMENT FOR EXPENSES**

Payments for expenses incurred by the District pursuant to this section will be subject to itemization (i.e. receipts) and subject to per diem reimbursement rates as established by the District if not covered in this contract.

## Application to Accumulate Compensatory Time

To be used when applying for compensatory time or pay request.

Name \_\_\_\_\_

Date Earned	Reason	Amount of Time	Earned	Pay Request

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Employee Signature \_\_\_\_\_

Principal's Signature \_\_\_\_\_

Date \_\_\_\_\_

## GENERAL WORKING CONDITIONS

## Section 12

### 12.1 UNIFORMS

- A. Every two (2) years, each assistant, including ECP assistants, shall be reimbursed up to fifty dollars (\$50.00), upon presentation of receipt, for a smock or outdoor clothing, including boots, of the employee's choice for the performance of their duties.

### 12.2 PHYSICAL EXAMS

The employer agrees to reimburse bargaining unit members for work required medical tests and examinations which are not covered by that member's insurance.

### 12.3 TIME CLOCKS

- A. Bargaining unit members will be paid the agreed upon number of hours for the position unless additional hours are required on a day-by-day basis.
- B. Bargaining unit members will be required to fill out a timesheet daily.

### 12.4 SUPERVISION

Each bargaining unit member shall be notified annually, in writing, as to who their immediate supervisor is. If their immediate supervisor changes, then each affected bargaining unit member will be notified immediately of the name of his/her new immediate supervisor.

### 12.5 ADMINISTRATION OF MEDICATION

In accordance with state law and school board policy/guidelines #5330, the following procedures shall be followed: in order to dispense medication to a student, an employee must be designated by the school administrator. Medication, whether prescription or otherwise, shall be administered by the designated employee in the presence of a second adult except in the case of an emergency that threatens the life or health of the student.

Prior to dispensing any medication, written authorization signed by a licensed physician and the student's parent/guardian shall be received by the district and furnished to the designated



employee. Training, if necessary, will be provided for the non-health service personnel who are responsible for dispensing of medication.

## 12.6 MILEAGE

Employees using their personal vehicle at the request of the District shall be compensated at the rate of \$.40 per mile.

## **CONDITIONS OF EMPLOYMENT**

## **Section 13**

### 13.1 SECRETARIES

#### WORK OUTSIDE NORMAL SCHEDULE

Secretaries required to work during teacher in-service training, teacher workshops, or other time outside their normal schedule shall be compensated at their regular rate, or at time and a half (1 ½) if in excess of eight (8) hours per day or if over 40 hours for the week, payable on next scheduled pay period.

### 13.2 ASSISTANTS

#### STUDENT HALF DAYS

On days when students are present for only one-half day, but an Assistant's teacher is employed for a full day, the Assistant will be employed for the full day.

#### STUDENT AND TEACHER HALF DAYS

On days when students and teachers are present for only one-half day, assistants are employed for only one-half day.

#### TEACHER FULL-DAY PROFESSIONAL DEVELOPMENT

On scheduled full-day Professional Development for teachers, upon approval by the building principal, assistants may attend professional development programs.

#### A. ESEA/NCLB ACT OF 2001 AND ASSISTANTS/PARAPROFESSIONALS

1. All Title I/Federally funded aides must meet the requirements of the Federal "No Child Left Behind" Act of 2001 as amended during the life of this contract.

2. Any paraprofessional who takes the appropriate testing to become "highly qualified" as provided for under ESEA, shall be reimbursed for up to fifty (\$50.00) dollars upon satisfactory completion of such test. Proper documentation is required for reimbursement.
3. An employee subject to the requirements of the Act who is unable to meet the requirements by the deadline established by law shall be subject to Section 16 – Layoff and Recall.

## B. BUS ASSISTANTS

1. Bus assistants will be guaranteed a minimum of two (2) hours per run. If less than 2 hours the assistant may be utilized in the building as an assistant.
2. Early Childhood Bus Assistants shall be compensated at the assistant rate for not less than 2 hours or the actual hours worked – whichever is greater. The position shall require agreed upon special training as a prerequisite. Under this classification the limited transportation of students via car or standard van is permitted.

## SENIORITY

## Section 14

### 14.1 DEFINITION

Seniority shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date. "Last hiring date" shall mean the first date the employee reported for work at the instruction of the employer after the last time an employee either quit or was discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, sick or accident leaves, or periods when school is not in session. Seniority status at the time of layoff shall be maintained.

Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

### 14.2 PROBATIONARY PERIOD

All new employees shall be probationary employees until they have worked sixty (60) calendar days for the Employer. The

purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him/her for regular employee status.

During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer, the exception being Association activity.

Upon completing the probationary period the employee's name shall appear on the seniority list as of his/her most recent date of hire.

If the probationary period in the same classification cannot be completed in one school year, it may be carried over to the next school year. This, however, would not apply where the employee changed classifications between school years (i.e. assistant to bus driver classifications).

#### 14.3 DATE OF HIRE

The date of hire shall be defined as the date the employee started his/her probationary period pending background check and board approval. If the employee starts before official Board approval, and the Board ultimately approves the hire, the date of hire will be the first day of work following the recommendation by the hiring committee.

#### 14.4 SENIORITY LIST

The seniority list will show the date of hire, names and job classification, district seniority date and classification seniority date of all employees of the unit entitled to seniority.

The employer will provide the Association President with an up-to-date seniority list, one for each building, by September 30, of each year. However, the Association may request an up-dated list more often as the need arises

Each employee will have the right to challenge the accuracy of the seniority reported for him/her for a period of thirty (30) calendar days after posting. If the accuracy of the list is not challenged within the time limit above, it shall be conclusively

presumed to be correct. Adjustments will then only be made in the event of assuring proper seniority for layoff.

#### 14.5 LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

- A. He/she quits.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He/she is absent for three (3) consecutive working days without notifying the Employer. In extenuating circumstances, exceptions shall be made. After such absences, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In extenuating circumstances, exceptions will be made.
- E. If he/she does not return from sick leave and leaves of absence it will be treated the same as "C" above.
- F. RESIGNATION

All bargaining unit members shall give at least seven (7) calendar days written notice of resignation to his or her immediate supervisor with a copy of said written resignation to the Superintendent.

The seven (7) calendar day restriction may be waived with the permission of the immediate supervisor for good cause or an emergency situation.

#### 14.6 TIE BREAKING PROCEDURE

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 their position on the seniority list.

## 14.7 CLASSIFICATIONS

Bargaining unit employees shall be assigned to one of the following classifications:

2. Secretarial
3. Assistants
  - A. Assistant
  - B. Paraprofessional (Associate Degree)
4. Early Childhood Staff
  - A. Early Childhood Provider
  - B. Childhood Specialist (CDA)

Classifications are provided to indicate salary schedule placement as related to job responsibilities and requirements.

Assistants currently in the Early Childhood Staff classification will remain in the Early Childhood Staff classification until they transfer out of the classification or terminate employment with the district. All assistants Pre-K through 12 hired after ratification of this contract will be placed in the assistant classification category. Assistants who work in the Pre-K program that have a CDA certificate, but do not have an Associates degree, will receive a stipend of \$.40 per hour. There is a maximum of \$.40 per hour stipend for all assistants regardless of degree or certification.

## 14.8 CLASSIFICATION SENIORITY

Classification seniority shall be the continuous service in a particular classification and shall accrue to an employee only during a period of active service. Employees moving from one classification to another shall retain seniority accrued in any other classification but may not transfer said classification seniority into the new classification assignment. When more than one (1) employee transfers from one classification to another on the same date, the date of hire shall be used to determine their order of seniority relative to each other in the new classification.

## **VACANCY, ASSIGNMENT AND TRANSFER**

### **Section 15**

15.1 Management shall have the right to fill vacancies and transfer employees within the bargaining unit according to the terms of 15.6.

#### 15.2 VACANCY DEFINED

A vacancy shall be defined as a position previously held by a

bargaining unit member or a newly-created bargaining unit position.

### 15.3 TEMPORARY POSITION

Bargaining unit positions which are expected to exist not longer than sixty (60) work days shall be considered as temporary.

- A. Temporary positions need not be posted nor does the person filling the position become a member of the bargaining unit.
- B. If, however, the position is either expected to exist longer than sixty (60) work days, or, in fact, does exist longer than sixty (60) work days, it shall be posted as a vacancy according to subsequent sections of Section 15 except for medical or FMLA leaves that are known to exist for less than one school year. In special circumstances, if a student is still being evaluated by the Intermediate School District or an outside agency after 60 days and it has not been determined whether the student will continue, the 60 days will be extended not to exceed 80 days.
- C. If a temporary position is made permanent, the days spent working in that temporary position will count as days in the employee's probationary period.
- D. Seniority is not accrued in a temporary position.

### 15.4 VACANCY POSTING

Management agrees to post known vacancies as soon as possible, but in no event shall the period of time be more than ten (10) days after the date the vacancy occurs. Such postings shall be placed on all Association bulletin boards, with a copy to the association president, and include the following information:

- A. Classification title
- B. Location of work
- C. Hours to be worked
- D. Deadline for application to be filed and to whom.
- E. Location of job description for the posting

All vacancies shall remain posted for at least five (5) working days if during the school year or ten (10) calendar days if during

the time when school is not in session before permanently filling the position.

#### 15.5 VACANCY POSITION

Any bargaining unit member who desires to apply for another bargaining unit position which may become open during the summer shall make such interest known, in writing, prior to the summer recess period. The employer shall send a copy of the posting to the above-stated employee on the day of the posting if the posted position is within the previous request of the employee.

Interested qualified applicants shall apply in writing to the Superintendent for the position during the posting period as indicated on the posting. An applicant is qualified if he/she meet the qualifications identified in the job description or posting.

#### 15.6 AWARD OF VACANCIES

Vacancies shall be filled in using the following steps in order.

- A. The most senior and qualified applicants within the same classification.
- B. The most senior and qualified applicants within the same classification on lay-off status.
- C. The most senior and qualified applicants from other classifications.
- D. The most senior and qualified applicants from other classifications on lay-off status.
- E. Outside applicants

Qualifications are the minimum qualifications identified in the job description or posting.

#### 15.7 SELECTION

After the expiration of a posting, the employer will make known its decision within ten (10) working days after interviews are completed.

#### 15.8 TRIAL PERIOD

The senior employee within the classification applying for the position shall be granted a trial period of thirty (30) work days.

Employees placed in a new classification shall have a trial period of thirty (30) actual days worked. The thirty (30) days worked may be extended for approved absences of the employee during that period by the number of absences. Employees who do not successfully complete the trial period or would like to leave the position shall return to their former position or if it no longer exists, if qualified, to a comparable position based on seniority within the classification and building/work area vacated. During the trial period the employee shall receive the pay rate of the job he/she is performing.

#### 15.9 TRANSFER DEFINED

- A. The right of determination of employee transfer is vested with the board or its designated representatives. The parties recognized that transfers may be necessary. When the board transfers an employee, it shall in the case of a voluntary transfer, transfer the most senior classification applicant and in the case of an involuntary transfer, transfer the least senior affected classification member. Any proposed transfer shall be discussed with the employee affected prior to the consummation of the transfer. If an employee is to be involuntarily transferred he/she will have the right, upon written request, to a hearing with the superintendent.
- B. If an employee transfers to a position under the employer not included in the bargaining unit, and there after, within three (3) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefit provided by this agreement.
- C. If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than ten (10) working days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be allowed in such cases.



## LAYOFF AND RECALL

## Section 16

### 16.1 LAYOFF DEFINED

The word "layoff" means a reduction in the work force due to a decrease of work, or lack of funds.

### 16.2 LAYOFF NOTICE

Employees to be laid off will receive at least ten (10) work days advance notice in writing during the school year and no later than ten (10) days prior to the first day of school during the summer of the layoff.

### 16.3 LAYOFF PROCEDURE

In the event it becomes necessary for a layoff, the Employer will meet with the proper Association Representatives and President at least fourteen (14) calendar days prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles, work locations and classification. The Association will be given the opportunity to discuss the effects such a reduction will have on the work environment.

When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their classification seniority, i.e., the least senior employee on the seniority list being laid off first provided the more senior employee is qualified to perform the duties of the remaining positions as identified in the job description. An employee is qualified if he/she meets the qualifications identified in the job description. An employee who is laid off shall remain on the seniority list for up to two (2) years or their length of service to the district, whichever is less.

The Association President shall head the seniority list of the unit, during their term of office for the purpose of layoff.

### 16.4 RECALL

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee within the classification on layoff being recalled first provided the recalled employee is qualified as identified in the job description. Notice of recall shall be sent to the employee at his last known

address by registered or certified mail. If an employee fails to report for work within five (5) days upon receipt of notice of recall, he/she shall be considered a quit. The five (5) day period may be waived by mutual agreement between the Association President and the Superintendent. The President will be notified of and provided a list of those employees to be recalled.

#### 16.5 OVERTIME DURING LAYOFF

During layoff there shall be no regularly scheduled overtime.

### **SICK LEAVE**

### **Section 17**

#### 17.1 SICK LEAVE

Bargaining unit members shall earn one (1) day per month for every month or portion of a month they are employed to use as paid sick leave. A regularly scheduled day shall mean the number of hours the employee regularly works in a day. Sick leave shall cease to accumulate during such periods of time when an employee is on an unpaid leave of absence or laid off. (Note: It being understood that school-term employees shall earn ten (10) sick leave days per year). Notification for pre-scheduled sick time (doctor, dentist appointments etc.) must be made at least twenty-four (24) hours in advance (except in emergency) with the employee's designated supervisor.

#### 17.2 SICK LEAVE ACCUMULATION

Sick leave days shall accumulate to one hundred and seventy (170) days.

#### 17.3 SICK LEAVE USAGE

Sick leave may be taken and an employee compensated for these days for any illness or accident which involves an employee which prevents him/her from performing work normally and safely, or for doctor, dentist or other medical appointments. Sick days will be used in ½ or full day increments.

An employee may use up to ten (10) sick leave days per year to care for a member of the immediate family. The immediate family is defined as spouse, regular or step-parent, brother, sister, child, step-child, grandchild, grandparent, current in-law, or any other person living with and making his/her home in the employee's household. These days may be increased at the discretion of the Superintendent on a case-by-case basis.

17.4 EMPLOYMENT RELATED INJURY

Any person who is compensated under Workers Compensation shall not be required to have personal sick leave deducted for days which are Workers' Compensation compensable.

Each employee will be covered by Workers' Compensation as provided by applicable laws.

Any employee who is absent due to injury or illness compensable under Worker's Compensation, but for a shorter period of time than Worker's Compensation takes effect, shall continued to receive pay from the District without reduction of personal sick leave accumulation.

17.5 SICK LEAVE DONATION

In the event of a serious disability of a bargaining unit member, other bargaining unit members may donate from their accumulated sick leave to the disabled bargaining unit member not more than three (3) sick days. At the request or permission of the affected employee, the association members and Central Office shall be notified by the Union when an Employee is in need of sick days. No individual Employee solicitation is allowed. There shall be a time limit of 10 (ten) school days from the date the Union notifies Employees to advise the Payroll Department of such donation.

17.6 INCENTIVE DAYS

Employees will receive the following incentive for unused sick leave days during each year (July 1 – June 30).

0 days used	\$100
1 day used	\$ 75
2 days used	\$ 50

**PAID LEAVE**

**Section 18**

18.1 PERSONAL LEAVE

Employees may be granted two (2) days to be used as personal leave each year, without loss of pay.

Arrangements for personal leave days must be made twenty-four (24) hours in advance (except in emergency) with the employee's

designated supervisor, approved by the Superintendent and a substitute is available.

No personal leave days shall be taken on a work day immediately before or after a holiday or vacation period, except in emergencies and on an individual basis and at the sole discretion of the employer through the Superintendent.

Personal leave days are cumulative from year to year up to a maximum of four (4) days.

## 18.2 BEREAVEMENT

Employees shall be allowed up to four (4) work days (bereavement) without loss of salary as funeral leave per death in the immediate family.

Death in the immediate family is defined as spouse, regular or step-parent, brother, sister, child, grandchild, grandparent, current in-law, or any other person living with and making his/her home in the employee's household.

Absence for death in the immediate family, within the limits as outlined in this section, shall not be deducted from the employee's sick leave. A record of absence form must be completed upon return from the leave.

### A. ADDITIONAL DAYS

If additional days are required beyond those stipulated in 18.2 bereavement above, the employee, with the prior approval from his/her immediate supervisor, may be allowed to use a portion of his/her accumulated sick leave or vacation days as approved by his/her immediate supervisor. If necessary, the employer may request a physician's recommendation to support an employee's request for additional days which will be reviewed on a case-by-case basis and approved at the discretion of the employer.

Any employee selected to be a pall bearer for a deceased employee will be allowed up to one (1) funeral leave day with pay for the exclusive purpose of attending the funeral.

The Association President or his/her designee shall be allowed up to one (1) day funeral leave to attend the funeral of any member of the bargaining unit.

**B. OTHER THAN IMMEDIATE FAMILY**

An employee shall be allowed one (1) bereavement day for the death of an individual not included in the immediate family. Additional days, when approval is granted, will be deducted from the employee's personal or sick leave.

**18.3 JURY DUTY**

An employee who serves on jury duty or is subpoenaed as a witness will be paid the difference between jury duty pay (excluding mileage and expenses) and his/her regular pay. Should jury duty pay be greater than the employee's regular pay including FICA and retirement, the employee will be allowed to keep the difference as compensation for his/her service.

The employee is excused from work only during the time required to serve as a juror or as a subpoenaed witness.

Employees who will be serving as a juror or subpoenaed as a witness are required to provide appropriate advance notification to the Employer.

**UNPAID LEAVE OF ABSENCE**

**Section 19**

**19.1 LEAVES OF ABSENCE**

Leaves of absence of up to one (1) year without pay may be granted by the Employer. Such leave may be extended by the Board. All requests for a leave of absence shall be in writing stating the reason for the requested leave and the expected duration.

Employees on an approved leave of absence other than personal or immediate family illness shall not earn additional sick leave, seniority, or other benefits, but, upon return from leave shall be entitled to those benefits earned prior to the leave, except as may otherwise be limited in this section of the contract.

## 19.2 RETURN FROM LEAVE

An employee on an approved leave of absence shall notify the school district of his/her intent to return to employment at least thirty (30) days prior to the expiration of the approved leave.

Employees on an approved leave of absence except as stated in 19.3, in excess of one-half (1/2) of their regularly scheduled work year shall be returned to the same salary schedule step and classification with equal hours upon return from leave as they had prior to said leave and shall continue on that step in the ensuing year.

## 19.3 MEDICAL LEAVE

When applying for an unpaid leave of absence for illness leave for self or immediate family, (see attached Form 3420.01 F10), the employee shall be returned to the same position held prior to the requested leave. For leaves other than above, the Employer will notify the employee if the leave will be granted with right of return to the same position. If the right of return to the same position will not be granted, the employee will be given five (5) days to withdraw the request prior to official action or to ask that the request be granted with the right of return to a position.

An employee, who is granted a leave of absence due to disability for medical reasons for self or immediate family (as certified by a licensed physician) under this section of the contract, will be granted the right of return to the same position held prior to such leave such cases the Employer may assign a substitute employee or temporary employee to the position being held open for the individual on a leave of absence due to medical disability.

## 19.4 SHORT-TERM, UNPAID LEAVE

While deduct days are discouraged, short-term leave days of less than three (3) days in any one school year may be granted for good reason. Any employee on an unpaid leave of absence of less than three (3) days in any one school year shall accrue all benefits as if the person was regularly employed (i.e. sick leave, vacation leave, seniority, fringe benefits, etc.)

Employees shall accrue seniority while on leave of absence for the first three (3) work days but lose seniority for the days four (4) and beyond. In such cases, the seniority dates of the employees shall be adjusted to reflect the length of the leaves.

Employees returning from a short-term, unpaid leave of absence shall be placed in the position they held at the time the leave of absence was granted or to which their seniority entitles them.

## 19.5 CHILD CARE LEAVE

Child care leaves of absence of up to one (1) year shall be granted, for the purpose of providing child care or for preparing for a new born or an adopted child.

Child care leave shall be granted without salary or other economic benefits except as provided under the family medical leave act. An employee on an approved child care leave of absence in excess of one-half (1/2) of their regularly scheduled work year shall be returned to the same salary schedule step upon return from leave as they were on prior to said leave and shall continue on that step in the ensuing year. An employee on a child care leave of less than five (5) months shall continue to earn normal salary step credit.

When both parents are employed by the school district, not more than one (1) parent will be eligible for child care leave concurrently except leave for both parents may be granted at the sole discretion of the Employer in emergency illness/injury situations.

### A. APPLICATION

Written application for such leave shall be submitted to the Superintendent or his/her designee no later than thirty (30) days (if possible) prior to the effective date of the commencement of the leave.

Child care leave may be requested to begin up to thirty (30) days prior to the date of birth or adoption of the child and shall terminate not later than one (1) calendar year from the date the leave commences.

At the written request of the employee, and when submitted no later than thirty (30) calendar days prior to the expiration of the first child care leave, and at the discretion of the Employer, child care leave may be extended up to one (1) year after the expiration of the original child care leave.

**B. EXTENSION OF LEAVE**

At the end of any child care leave extension beyond one (1) year, the bargaining unit employee may apply for a vacancy in the same or similar classification, or for any vacancy for which he/she is qualified.

**C. RETENTION OF BENEFITS**

Employees on approved child care leave will retain sick leave, and vacation benefits earned prior to the leave, but shall not earn additional leave time while on the approved leave.

An employee on approved child care leave is entitled only to the benefits listed in this section and as provided in the Family Medical Leave Act.

**19.6 FAMILY AND MEDICAL LEAVE ACT**

It is understood that any bargaining unit member eligible for leave under the guidelines of the Family Medical Leave Act (hereinafter known as FMLA) may exercise those rights upon application to the employer.

The employee shall have the option to exhaust accrued paid sick leave, vacation, and/or personal leave prior to FMLA usage.

**VACATION**

**Section 20**

**20.1 VACATION ACCUMULATION**

After one year of service, full year employees shall have earned credit toward vacation with pay in accordance with the following schedule.

- |    |                                     |                    |
|----|-------------------------------------|--------------------|
| A. | After completion of one year        | 5 days             |
| B. | After completion of two years       | 10 days            |
| C. | After completion of six years       | 15 days            |
| D. | After completion of fifteen years   | 20 days            |
| E. | After completion of seventeen years | One additional day |
- for each additional year of services will be credited.



## 20.2 VACATION SCHEDULING

Vacations will be granted at such times during the year as are suitable considering the wishes of the employees and the efficient operation of the school system. In unusual situations, exceptions will be considered.

In the event a dispute occurs concerning vacation scheduling, then seniority shall prevail with advance requests being given preference.

When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

If an employee becomes ill and is under the care of a duly-licensed physician during his/her vacation, his/her vacation may be rescheduled by mutual agreement. Such days will be counted as sick days and treated as such. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

## 20.3 WAIVER OF VACATION

A vacation may not be waived by an employee and extra pay received for work during that period.

## **HOLIDAY PROVISIONS**

## **Section 21**

### 21.1 HOLIDAYS AND ELIGIBILITY

The following days are designated as paid holidays for all bargaining unit members who meet the following requirements: an employee must work the entire last scheduled work day preceding and following the holiday in order to receive the holiday pay. This provision shall not apply to those individuals on approved vacation or sick leave.

- A. Labor Day
- B. Thanksgiving
- C. Day after Thanksgiving
- D. Christmas Eve Day
- E. Christmas Day
- F. New Year's Eve Day
- G. New Year's Day
- H. Good Friday

- I. Memorial Day
- J. Fourth of July

Holiday pay for Labor Day only applies to full-time employees or an employee who is assigned to return to work prior to Labor Day. Should a holiday fall on Saturday, Friday shall be considered as the holiday and Thursday as the eve day. Should the holiday fall on Sunday, Monday shall be considered the holiday and Friday shall be considered as the eve day.

## 21.2 RATE OF PAY

Employees will be paid their current rate based upon their regular scheduled work day for said holiday.

Any person who is assigned to work on a legal holiday in which school is not in session shall be compensated at a rate of two (2) times his/her regular hourly rate. If the assignment is under four (4) hours, the employee shall be paid four (4) hours minimum pay.

## **EVALUATION**

## **Section 22**

### 22.1 EVALUATION PROCEDURE

Each bargaining unit member will be evaluated at least once annually by his/her immediate supervisor on or before May 1 of each school year.

Those bargaining unit members who have been employed for at least three or more years may be evaluated a minimum of once every three (3) years thereafter.

Each evaluation shall contain areas of strengths and areas of deficiencies. Any noted deficiencies shall contain a program for recommended changes.

A pre-evaluation conference will be held.

### 22.2 PROBATIONARY EVALUATIONS

At the end of each thirty (30) day period the new employee will be evaluated by his/her immediate supervisor. Areas of strength will be designated and areas of deficiency defined, with correlating recommendations for change. Each evaluation must be read and signed by the employee acknowledging having

read the evaluation. Prior to the end of the probationary period, if performance does not signify ability to perform job duties, the employee may be terminated. A copy of such evaluation will be placed in the personnel file.

**22.3 WRITTEN EVALUATIONS**

All evaluations shall be in writing and reviewed together by the bargaining unit member and the supervisor within ten (10) days of the evaluation. Each evaluation shall be signed by both the evaluatee and the evaluator. A signature by the evaluatee does not necessarily mean the evaluatee agrees with the content of the evaluation. A signature only guarantees that the evaluatee has read the document.

A copy of the evaluation will be placed in the personnel file and also given to the employee. If the bargaining unit member disagrees with the evaluation he/she may attach a written rebuttal to be placed with the evaluation.

Any material or statements which are not verified as accurate will be removed from the final evaluation document.

**22.4 JOB DESCRIPTIONS**

Job descriptions are available and copies will be provided upon request.

**COMPENSATION**

**Section 23**

**23.1 SALARY SCHEDULE  
A. SECRETARY**

Step	2010-2011	2011-2012	2012-2013
0	10.58	10.58	10.58
1	10.87	10.87	10.87
2	11.16	11.16	11.16
3	11.45	11.45	11.45
4	11.76	11.76	11.76
5	12.05	12.05	12.05
6	12.33	12.33	12.33
7	12.66	12.66	12.66

Years over 12/additional 2%  
Years over 17/additional 3%

E. ASSISTANTS.

Step	2010-2011	2011-2012	2012-2013
0	8.29	8.37	8.45
1	8.47	8.55	8.64
2	8.71	8.80	8.89
3	8.89	8.98	9.07
4	9.11	9.20	9.29
5	9.27	9.36	9.45
6	9.52	9.62	9.72
7	9.70	9.80	9.90

Media Assistant - \$ .30/hr additional

Beginning 2004/2005 – Paraprofessional - \$ .40/hr additional

Years over 12/additional 2%

Years over 17/additional 3%

F. EARLY CHILDHOOD STAFF

See E above. Childhood Specialist will receive a 40 cent per hour stipend when a CDA certificate is earned and received by the district only while working in the early childhood designation. If Employee is transferred elsewhere, this stipend no longer applies.

23.2 LONGEVITY

Longevity will be two percent (2%) of the annual wage after twelve (12) years of service, with an additional three percent (3%) after seventeen (17) years of service. This provision will be effective upon ratification.

23.3 STEP ADVANCEMENT

Step advancement on the salary schedule for twelve (12) month employees will be date of hire. Step advancement for school year employees will be the semester of hire. Longevity payment will begin on the employee's date of hire or the semester of hire as described above.

23.4 PAY NOT RECEIVED

All pay due bargaining unit members during the current pay period, not received, shall be paid to the employee before the

next pay date, by separate check. If due to an Employee error, a separate check will not be issued.

### 23.5 CHANGES IN PAYROLL

In the event there are questions and/or changes concerning payroll, the employee and association shall be notified before changes are made and a solution to the problem will be worked out with the member involved. The superintendent shall give final approval on the change and suggested resolution.

### 23.6 RETIREMENT

Any employee who qualifies for retirement under the Michigan Public Schools Employees Retirement System shall within thirty (30) calendar days of his/her retirement receive a separate payment of a non-elective employer contribution (following his/her retirement) to a 403b(7) annuity in the amount of all unused sick days equal to one and one-third (1-1/3) the employee's regular hourly rate of pay for each accumulated sick day up to a maximum of \$2,000.00. In the event of death of an employee prior to retirement, the employee's estate shall be paid double the above amount.

## **INSURANCE PROTECTION**

## **Section 24**

### 24.1 FULL TIME EMPLOYEES

The Board agrees to furnish Plan A or Plan B to the Mancelona full-time ESP employees. For Plan A during the 2010/2011 school year, the employee shall contribute \$2,600 per year in equal deductions per paychecks received. In the 2011/2012 school year, the employee shall absorb any increase in Plan A up to, but no more than \$3,900 per year (in equal deductions per paychecks received). For the 2012/2013 school year, the employee shall absorb any increase in Plan A up to, but no more than \$4,550 per year (in equal deductions per paychecks received).

#### MESSA-PAK Summary

Plan A - For employees electing health insurance

Health: Choices II  
XVA2 \$10/\$20 Rx

(Includes \$10,000 AD&D)  
Long Term Disability: 70% - \$2,500 month max.  
90 calendar days - modified fill  
Pre-existing condition waiver – Yes  
Freeze on Offsets – Yes  
Maternity Coverage - Yes

Negotiated Life: \$10,000 with AD&D

Vision: VSP-1

Dental: Delta Dental: 75/50/50 with sealants - no  
orthodontics  
(Class I and II at \$1,500 yearly max)

Plan B - For employees not electing health insurance

Negotiated Life: \$15,000 with AD&D

Negotiated Long Term Disability: 70% - Same as above

Vision: VSP-2 Silver

Delta Dental:75:60/75 \$1,200 with sealants and orthodontic  
(class I and II at \$1,500 yearly max)

In addition to Plan B above, Employees not electing health insurance will receive Plan B at no cost to the bargaining unit member with a cash option in the amount of \$200 per month. The employer shall formally adopt a "cash option" qualified plan which complies with Section 125 of the I.R.C. In the event the cash option is elected as cash then all applicable income taxes will be withheld and paid. In the event the employee chooses to avoid all taxes, except F.I.C.A., and not elect cash the employee shall execute a "salary reduction agreement" and route the subsidy into the MEA Financial Services tax deferred annuity as bargained to approved vendors listed in Section 3.6 B.

## 24.2 PART TIME EMPLOYEES

The Board agrees to furnish Plan A or Plan B to part-time employees. The Employee shall pay 4% of the total cost of Plan A as described below.

Plan A - For employees electing health insurance

Priority Health POS HSA- as in effect 9/1/10  
Min Plan with \$10/\$40 Rx  
\$1200/\$2400 deductible Employer paid  
4% total plan cost (including deductible) paid  
by Employee

Contributions shall be deposited into  
employee's Health Savings Account at  
the start of the plan year. Employees  
who hire in at any point after the  
initiation of the insurance contract year  
shall have the amount of their deductible  
prorated based on the amount of the  
insurance contract year remaining.  
In the event that said new hires  
expenditures exceed the prorated sum of  
the deductible, the employer shall  
reimburse the employee for all  
expenditures up to the provided  
maximum of the employer paid  
deductible.

At no time shall the current contract  
language supersede federal regulations  
governing Health Savings Accounts.

Long Term Disability: 70% - \$2,500 month max.  
90 calendar days - modified fill  
Pre-existing condition waiver – Yes  
Freeze on Offsets – Yes  
Maternity Coverage - Yes

Negotiated Life: \$5,000 with AD&D

Vision: VSP-1

Delta Dental:75:50/50 with sealants - no orthodontics  
(class I and II at \$1,500 yearly max)

Plan B - For employees not electing health insurance

Negotiated Life: \$10,000 with AD&D

Negotiated  
Long Term Disability: 70% - Same as above

Vision: VSP-2 Silver  
Delta Dental:75/60 with sealants - no orthodontics  
(Class I and II at \$1,500 yearly max)

In addition to Plan B above, employees not electing health insurance will receive Plan B at no cost to the bargaining unit member with a cash option in the amount of \$175 per month for the 2010/2011 school year and \$200 per month for the 2011/2012 and 2012/2013 school years. The employer shall formally adopt a "cash option" qualified plan which complies with Section 125 of the I.R.C. In the event the employee chooses to avoid all taxes, except F.I.C.A., and not elect cash the employee shall execute a "salary reduction agreement" and route the subsidy into the MEA Financial Services tax deferred annuity as bargained to approved vendors in Section 3.6 B.

New and recalled employees working four hours or less do not qualify for any insurance benefits.

Current 6.5 hour employees as of 9/1/10 that are reduced to four hours or less shall receive PAK B benefits.

#### 24.3 TWELVE MONTH COVERAGE

The Board shall make payment of the insurance premiums for all persons who complete their contractual obligation for the full twelve-month period commencing September 1 and ending August 31, even though the bargaining unit member may not be returning the next school year. Insurance coverage shall be granted in accordance with the Family and Medical Leave Act. Vision and dental coverage will be offered to terminated Employees through COBRA. The open enrollment period shall be jointly established by the Board, the Association and the insurance company representative, including opportunities for summer pre-enrollment and fall open enrollment.

When necessary, premiums on behalf of the bargaining unit members shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instance where cost of coverage exceeds amount of subsidy, the Board shall make provision for the excess to be payroll deductible.

The Board will be responsible for providing insurance information including application, claim materials, and enrollment meetings for the above-mentioned programs. An open enrollment period



will be established following settlement of this contract to allow employees to enroll in the bargained plans. Benefits for employees shall become effective on the first (1st) day of work.

**DURATION OF AGREEMENT**

**Section 25**

The provisions of this Agreement shall be effective as of the 1st day of September 1, 2010 and shall remain in full force and effect until August 31, 2013.

IN WITNESS WHEREOF, the parties have hereunto set their hands  
this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

FOR THE ASSOCIATION

FOR THE BOARD

\_\_\_\_\_  
NMEA President                      Date

\_\_\_\_\_  
Board President                      Date

\_\_\_\_\_  
NMEA Staff Liaison                      Date

\_\_\_\_\_  
Vice President                      Date

\_\_\_\_\_  
Chief Spokesperson                      Date

\_\_\_\_\_  
Secretary                      Date

\_\_\_\_\_  
Team Member                      Date

\_\_\_\_\_  
Treasurer                      Date

\_\_\_\_\_  
Team Member                      Date

\_\_\_\_\_  
Trustee                      Date

\_\_\_\_\_  
Team Member                      Date

\_\_\_\_\_  
Trustee                      Date

\_\_\_\_\_  
Team Member                      Date

\_\_\_\_\_  
Trustee                      Date

\_\_\_\_\_  
Team Member                      Date

\_\_\_\_\_  
Team Member                      Date

\_\_\_\_\_  
Team Member                      Date