

# **MASTER AGREEMENT**

between

**NEWAYGO COUNTY REGIONAL  
EDUCATIONAL SERVICE AGENCY**

and

**NEWAYGO COUNTY INTERMEDIATE  
SCHOOL DISTRICT SERVICE  
STAFF/MICHIGAN EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

August 20, 2011 through August 19, 2012

## TABLE OF CONTENTS

Agreement .....	3
Article 1 – Recognition.....	3
Article 2 – Definitions.....	3
School-Year Employee.....	3
Full-Year Employee.....	3
Part-Time Employee.....	4
Temporary Employee .....	4
Substitute .....	4
Students .....	4
Work-Day .....	4
Article 3 – Caucus Meetings.....	4
Article 4 – Individual Rights and Reprimands.....	5
Article 5 – Association Rights.....	6
Article 6 – Association Security and Payroll Deductions .....	6
Article 7 – Grievance and Arbitration Procedure .....	8
Grievance Procedure .....	8
Arbitration .....	9
Article 8 – Seniority.....	10
Article 9 – Layoff and Recall.....	11
Article 10 – Vacancies, Promotion and Transfers .....	12
Article 11 – Wage Schedules .....	13
Article 12 – Overtime .....	14
Article 13 – Fringe Benefits .....	14
Vacation .....	14
Holidays.....	15
Insurance.....	15
Article 14 – Hours, Schedules and Calendars.....	18
Article 15 – Leaves of Absence .....	21
Bereavement Leave .....	21
Sick Leave.....	21
Personal Leave .....	22
Other Leaves.....	23
Extended Sick Leave/Disability Leave.....	23
Unpaid Leaves .....	23
Paid Leave – Special .....	24
Military Leave.....	24
Leave Forms .....	24
Article 16 – Miscellaneous.....	25
Evaluation.....	25
Contract Language.....	25
Removal of Work.....	25
Article 17 – Workers’ Compensation .....	26
Article 18 – Management Rights .....	26
Article 19 – Advanced Training.....	27
Article 20 – Retirement – Bonus.....	28
Article 21 – Reasonable accommodation Negotiations.....	28
Article 22 – Agreement Terms.....	29
Article 23 – Duration .....	29
Appendix A –Voluntary Sick Hour Donation Form .....	30
Appendix B – Insurance Exceptions.....	31

## AGREEMENT

This Agreement made and entered into August 29, 2011, by and between the Newaygo County Regional Educational Service Agency School Board, hereinafter referred to as the "Board" and the Newaygo County Intermediate School District Service Staff/Michigan Educational Support Personnel Association, hereinafter referred to as the "Association."

It is understood that wherever the term "Board" appears, the words "or designated representative" shall be assumed to follow.

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

### ARTICLE 1

#### RECOGNITION

The Board recognizes the Association as a sole bargaining representative for secretaries, teacher aides, paraprofessionals, custodians, housekeepers, maintenance technicians and bus drivers\*; excluding all supervisory personnel including all directors, supervisors, administrative support employees, secretary to the superintendent, temporary employees and substitutes (\*not a current active employee group).

### ARTICLE 2

#### DEFINITIONS

A. School-Year Employee:

Employees who are scheduled to work the school year as set by the school calendar are school year employees. This scheduled work year may be extended but said extension may not exceed five (5) working days. Notification of an extension of work will be made in writing not less than thirty (30) calendar days prior to the extension, except when required by law or state agency. Under this exception, notice will be transmitted to the Association upon receipt thereof.

B. Full-Year Employee:

Employees working twelve (12) months a year are full-year employees.

C. Part-Time Employee:

1. Employees working thirty-five (35) hours per week or less shall be considered part-time.
2. The Board shall employ no more than two (2) part-time employees in any classification (except aides, housekeepers, paraprofessionals, and custodians) in any facility.
3. Employees who have hours temporarily increased for more than sixty (60) work days, during an eighty (80) work day period, shall receive the next level of benefit starting as soon as coverage is available after the sixtieth (60<sup>th</sup>) work day. Benefits shall cease at the end of the month that the temporary work ceases.

D. Temporary Employee:

Temporary employees are “at will” employees assigned to a position for less than eight (8) months working days or for an extended period of time to cover for an employee on leave under article 15 or 17.

E. Substitute:

A substitute is an “at-will” employee who is filling a position caused by a leave of absence of one year or less in duration.

F. Students:

The Board shall have the right to hire students. “It is the policy of the Board to provide jobs for students to assist them in obtaining an education. It is the intent of the Board to use student employees to supplement the regular work force and not replace it.”

The Union thereby agrees to allow students to be hired for all areas of representation of this contract. This shall include but not be limited to, Capstone Project (Co-Op), summer internships and other specific job training programs.

In no event shall the hiring of any student serve to reduce the number of present bargaining unit members or fill vacant positions that are normally filled by bargaining unit members.

G. Work Day: Any day that the NC RESA administrative offices are open.

ARTICLE 3

CAUCUS MEETINGS

The Superintendent and/or designee and the association president and/or designee agree to meet monthly if requested. Upon forty-eight (48) hours notice by either party, a meeting may be scheduled.

## ARTICLE 4

### INDIVIDUAL RIGHTS AND REPRIMAND

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

If the bargaining unit member disagrees with any information contained in his/her personnel file and the information is not removed or corrected, the bargaining unit member may choose to respond in writing to the information. Any written response that is to be attached to the material in question must be submitted within thirty (30) days of the employee being made aware of the information.

If a request for disclosure of the personnel file of an employee is received, the Agency will notify that employee to give him/her an opportunity to review the requested materials prior to the disclosure, provided the delay does not violate disclosure laws. If the employee is not reached, the association president will be notified.

There shall be only one official personnel file maintained on any bargaining unit member. Such personnel file shall be kept in the Superintendent's Office unless otherwise noted in writing.

- B. No bargaining unit member who has completed his/her probationary period shall be disciplined, dismissed, reduced in compensation or deprived of any contractual right without just cause.
- C. Any bargaining unit member shall be entitled to have present an available representative of the Association during any meeting which may lead to or involve disciplinary action. When request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.
- D. Oral criticism or oral reprimands of bargaining unit members before a member of the public, other staff or students by administration, shall be subject to review under the grievance procedure at option of allegedly unreasonably criticized or reprimanded staff member.
- E. The Board and Association agree that they shall not discriminate against any employee in any employment matter, assignment, promotion, demotion because of race, color, religion, ethnicity, age, gender, disability, union membership or activity, political affiliation, height, weight, marital status, national origin as required by law or for the exercise of any right guaranteed under this Agreement.

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

## ARTICLE 5

### ASSOCIATION RIGHTS

- A. The Association shall have the right to use school facilities and office equipment outside of regular scheduled school hours. The use of said equipment shall be at such reasonable cost of all materials, labor, and supplies incidental to such use and further, the Association agrees to pay for any damages to said equipment incidental to Association use. The Association shall request the use of any facilities through the Agency's room reservation procedures.
- B. Budget and Tax Information: The Association, upon request, shall be duly advised by the Board of the fiscal budgetary information affecting the Agency.
- C. At the beginning of every school year, the Association shall be credited with five (5) collective days to be used by persons who are officers or agents of the Association. The president agrees to notify the administration no less than forty-eight (48) hours in advance of taking such leave. The Association agrees to reimburse the Board for the cost of a substitute if one is hired to fill the vacancy for this leave period.
- D. Bargaining unit members shall be allowed to conduct union business on school district property during the assigned lunch periods. Permission to conduct union business at other times during the day must be received from the immediate supervisor or Superintendent.
- E. The Board shall provide bulletin board space (minimum two foot by three foot space) in the lounge, staff room, or workroom of each building or site for the exclusive use of the Association.
- F. All bargaining unit members will be provided access to an Agency computer and the Agency's network during, and for up to one hour before and after, the employee's workday for Association business.

## ARTICLE 6

### ASSOCIATION SECURITY AND PAYROLL DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment, (a) within thirty (30) workdays of the beginning of their employment have joined the Association and authorized deduction of membership dues pursuant to section 6-c, or (b) pay a service fee to the Association, pursuant to the Association's "policy regarding objections to political-ideological expenditure" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee.

- B. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the written request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

Before initiating involuntary payroll deductions, the Board will offer a due process hearing to the employee to hear their claim(s). Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.

Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review here, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this section shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

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

## ARTICLE 7

### GRIEVANCE AND ARBITRATION PROCEDURE

#### A. Grievance Procedure

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

In the event that a bargaining unit member believes there is basis for a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor either personally or accompanied by his/her Association representative within ten (10) work days of the incident giving rise to the grievance.

If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, he/she may invoke the formal grievance procedure through written form signed by the grievant or a representative of the Association, which form shall be available from the Association representative. In order to invoke the formal grievance procedure, the written grievance as required herein, shall meet all of the following conditions:

1. It shall be signed by the grievant or grievants of the Association;
2. It shall contain a specific synopsis of the facts giving rise to the alleged violation;
3. It shall cite the section or subsections of this contract or rule, order or regulations of the Board, relating to wages, hours, terms or conditions of employment alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested;
6. It shall be filed within fifteen (15) work days of the alleged violation, misinterpretation or misapplication.
7. The Association shall have no right to grieve any evaluation or dismissal of any probationary employee.

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

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting or ten (10) work days from the date of filing, (whichever shall be later), the grievance will be transmitted to the superintendent. Unless a written extension is mutually agreed to,



failure to transmit the grievance to the superintendent within the timelines shall constitute abandonment of the grievance. Such transmissions to the superintendent shall occur not later than fifteen (15) work days from and after date of filing. Within ten (10) work days of receipt of the grievance, the superintendent or designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.

If the Association is not satisfied with the disposition of the grievance by the superintendent or designee, or if no disposition has been made within five (5) work days of such meeting or fifteen (15) work days from the date of filing with the superintendent (whichever shall be later), the grievance will be transmitted to the Board by filing a written copy thereof. Unless a written extension is mutually agreed to, failure to transmit the grievance to the Board within the timelines shall constitute abandonment of the grievance. Such transmissions to the Board shall occur not later than twenty (20) work days from and after date of filing with the superintendent. The Board, no later than its next meeting or within ten (10) work days, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than ten (10) work days thereafter. A copy of such disposition shall be furnished to the Association.

#### B. Arbitration

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

1. Neither party may raise a new defense or ground at the arbitration level, unless there is new information which the party failed with good cause or due diligence to discover.
2. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
3. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
4. The cost and expenses of the arbitrator shall be shared equally by both parties.
5. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure.
6. If either party cancels or postpones a scheduled arbitration hearing and a cost is incurred, the canceling party shall pay the total service charge. In the event the parties mutually agree to postpone or cancel an arbitration hearing, any fees shall be shared equally by both parties.

## ARTICLE 8

### SENIORITY

- A. Any new employee will be considered a probationary employee until he or she has been employed and worked for. A thirty (30) work-day extension may be added at the discretion of the superintendent. Upon successful completion of the probationary period, each new employee will be entered on the seniority list as of the date of his or her employment at the Newaygo County Regional Educational Service Agency. Employment is defined as the first date worked in a posted regular assignment. Alphabetical order ("a" being highest) by last name will be used to break a tie in the same classification on the seniority list.

Probationary employees will not be granted fringe benefits (including holiday pay) during the probationary period except for health care benefits.

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

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

Employees moving from one classification to another shall serve a sixty (60) work day trial period in the new classification without a limitation on fringe benefits. The trial employee's previous job will be filled with a substitute. If the employee does not pass the trial period they will be returned to their previous job. Reasons for failing the trial period may not be arbitrary and capricious but need not meet the just cause standard. Either the employee or the Board may terminate the trial period at any time and thus return the employee to their previous assignment.

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

## ARTICLE 9

### LAYOFF AND RECALL

- A. Determination and Effect. If the Board determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees in a classification or to eliminate or consolidate positions. Compensation and fringe benefits shall be suspended during any periods of layoff. The Board agrees to pay insurance benefit premiums for a period of thirty (30) days following the layoff for employees with one full year of seniority.
- B. Layoff Procedure. Except as otherwise provided in this agreement, employees shall be laid off within a classification in the following order:
1. Temporary employees in the affected classification shall be terminated first.
  2. Probationary employees within the affected classification shall be laid off next.
  3. The least senior hourly employee in the classification shall be laid off next, provided that the affected employee(s) to be transferred in the classification are qualified to meet the job requirements of the Board.
  4. If an employee selected for lay-off has sufficient seniority in another classification, he/she may, if qualified, displace the least senior employee with the same or less hours in that classification if notice is given to the Board prior to the effective date of layoff.
- C. Notice of Layoff: The Board shall give twenty-five (25) calendar days written notice of layoff to the employee(s) affected. Whenever possible the Board shall give not less than sixty (60) days written notice to the affected employee(s).
- D. Recall Procedure: The most senior employee in the classification shall be recalled first, provided that the Board shall determine that the employee is qualified to perform the duties of the position to be filled. If the employee shall fail to report for work within fifteen (15) days from the date of notification by certified mail, return receipt requested, unless an extension is granted in writing by the Board, the employee shall be considered a voluntary quit and shall thereby automatically terminate his/her employment relationship with the Board. The employee may decline the recall and maintain unemployment status if the job would constitute under-employment as determined by M.E.S.C. or U.A. The employee is on recall for a period equal to his/her seniority, or thirty (30) months, whichever is less.
- E. Change of Address: It shall be the responsibility of each employee to notify the Board's business office of any change of address. The employee's address as it appears on the Board's record shall be conclusive.
- F. Association Notice: The Board shall notify the Association of each layoff and recall by providing the Association with a copy of the affected employee's layoff or recall notice. The decision of the Board shall be binding unless the Association shall object within five (5) work days and shall confirm the objection in writing within five (5) work days. If the Board does not accept the Association claim, the decision of the Board shall remain in effect pending a determination under the grievance and arbitration. Except as an arbitrator shall determine that the Board acted in bad faith, the remedy shall be limited to implementing the proper layoff or recall.

## ARTICLE 10

### VACANCIES, PROMOTION AND TRANSFERS

- A. A vacancy in the bargaining unit, subject to posting, is a newly created position or a position which the Board intends to fill caused by the transfer, assignment, resignation, retirement, dismissal or death of an employee, or by an unpaid leave of absence (including workers' compensation leaves) of more than one (1) year or by consecutive unpaid leaves of absence of more than one (1) year. Temporary positions need not be posted during the time of the temporary assignment. At the end of the temporary assignment time period (see Article 2, D.) or when the position becomes a bargaining unit position, whichever is sooner, the position shall be posted.
- B. All MESPA vacancies shall be posted on the NC RESA web-based jobs board complete with the date of the posting and the date that the posting expires. Internal candidates shall have a five (5) work day period in which to apply (in writing) to the superintendent or designee and shall be considered before outside applicants. Postings shall include job name/title, type of job (classification, part-time/full-time/temporary, the number of hours per day), location of work, minimum qualifications for the position as outlined in the job description, starting date, and a person to contact for additional information on the posted position. However, in the case of paraprofessionals and aides, before posting, the Agency may transfer a qualified employee into a vacancy where the employee is having difficulty with the other participants in the classroom setting. Prior to such transfer, the employee and Association shall be given notice of such difficulty and the need for transfer will be discussed with the Association. The Association president and all bargaining unit members on the Agency's current personnel e-mail distribution list will be e-mailed a notice when a new posting is to be added to the job board no later than the first day of the posting.
- C. The Board shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of the same to the Union president by U.S. Mail, and if requested by an employee, to that employee who has filed the request.
- D. Vacancies shall be filled with the most senior applicant who meets the job qualifications, from within the affected classification. The Board will grant each transferred or assigned employee a sixty (60) work-day trial period in the new job. A thirty (30) work-day extension may be added at the discretion of the superintendent. Within five (5) days of the end of the sixty (60) day trial period, the Board may elect to transfer the employee or the employee may voluntarily decide to transfer back to the original pre-trial position. Employees involuntarily transferred will be told the reason for the transfer.
- E. Employees involuntarily transferred to a new classification shall be placed on the step in the new classification which is closest to their current hourly rate, but not at a lower rate of pay unless that rate is above the top rate in that category.

- F. The school-year employees are not required to work during the summer months as a condition of continued employment, except as otherwise provided in Article 2-A of this agreement. When temporary summer positions occur, which are expected to last at least ten (10) work days or more, they will be posted internally and offered to the most qualified applicant. If more than one (1) applicant is equally qualified, the job will be given to the most senior applicant. These employees may use and accumulate prorated sick days during this period.
- G. The Association president shall be given notice within ten (10) work days of any new hires into the bargaining unit.

ARTICLE 11

WAGE SCHEDULES

2011-2012 SUPPORT STAFF WAGE SCHEDULE  
(continuation of the 2010-11 wage schedule)

STEP	Secretary	Aide/ Custodian	Parapro	Maintenance	Housekeeper
1	12.34	11.89	15.61	16.09	10.22
A	13.15	12.72	16.44	16.91	10.76
2	13.95	13.53	17.25	17.70	11.26
3	15.68	15.27	18.07	18.54	11.77
4-5 years	16.71	16.35	18.83	19.31	12.21

\*A = upon successful completion of probation

LONGEVITY

After 5 years

Step 4-5 + 2.5% of Step 1	.31	.30	.39	.41	.26
	17.02	16.65	19.22	19.72	12.47

After 7 years

Step 4-5 + 5% of Step 1	.62	.60	.78	.81	.52
	17.33	16.95	19.61	20.12	12.73

After 10 years

Step 4-5 + 10% of Step 1	1.24	1.19	1.57	1.61	1.03
	17.95	17.54	20.40	20.92	13.24

After 15 years

Step 4-5 + 13% of Step 1	1.61	1.55	2.03	2.10	1.33
	18.32	17.90	20.86	21.41	13.54

After 20 years

Step 4-5 + 15% of Step 1	1.86	1.79	2.35	2.42	1.54
	18.57	18.14	21.18	21.73	13.75

After 25 years\*

Step 4-5 + 17% of Step 1	2.10	2.03	2.66	2.74	1.74
	18.81	18.38	21.49	22.05	13.95

Lead Custodian – additional \$1.00/hour added to the employee’s regular scheduled hourly rate of pay for all time the employee is assigned the “lead custodian” duties.

Any wage increase will be effective on an employee’s first work day of the new contract year.

\*Employees hired July 1, 2011 or after will not be eligible to advance beyond the 20 year longevity schedule.

A one-time off schedule stipend (for the 2011-12 school year) of \$500 per single subscriber or \$1,000 for two-person/full family subscriber will be paid equally over the remaining pays of the 2011-12 school year for MESPA members electing MESSA health insurance).

## ARTICLE 12

### OVERTIME

Overtime compensation shall be paid as follows:

1. All overtime must have prior approval of the program director or supervisor.
2. All hours up to forty (40) per week shall be paid at regular time.
3. All hours in a week over forty (40) shall be paid at time and one-half of the regular rate.
4. Flex-time as negotiated with the Association shall not be applicable to this section.
5. Employees required to attend conferences/seminars will be compensated at their regular hourly rate for the hours of required attendance and travel time up to a pre-approved total.

## ARTICLE 13

### FRINGE BENEFITS

A. Vacation – Full-year employee:

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

and if such vacation is not scheduled in that period by the Agency, then the employee shall be paid for such vacation time at his/her regular rate.

2. After the completion of five (5) years, an additional  $\frac{1}{4}$  day per month will be granted. After the completion of ten (10) years, an additional  $\frac{1}{4}$  day per month will be granted. After completion of fifteen (15) years, another  $\frac{1}{4}$  day per month will be granted for a total of twenty-one (21) days. Employees who had qualified for the seven-year vacation before July 1, 1995, will be grandfathered at that level until they qualify for the next level.
3. The scheduling of vacation time must be done with the approval of the administration/supervisor. Requests for vacation time must be submitted via the electronic time off request system. Vacation time may be taken in one quarter ( $\frac{1}{4}$ ) hour increments.
4. The administration/supervisor shall make a written response to all vacation requests within three (3) work days, unless an emergency requires immediate approval.

#### B. Holidays

1. Employees shall receive the following paid holidays. Employees shall be paid at their hourly rate:

Labor Day

Thanksgiving and the day after

Christmas Eve and Christmas Day

New Year's Eve and New Year's Day

Good Friday

Memorial Day

July 4 (if working in the summer)

2. Unless otherwise notified in writing by October 31, in years in which the New Year's and Christmas related holidays fall on a weekend, the holiday will be immediately before if Christmas or New Year's Day fall on Saturday and immediately after if Christmas or New Year's Day falls on Sunday.

#### C. Insurance

Employees receiving the full paid insurance coverage prior to June 30, 1987, and working thirty-five (35) hours a week or less, will continue to receive the insurance benefits.

1. Full-year, full-time (more than 35 hours per week) eligible employees may choose one of the following options:

PAK A. The Board shall provide MESSA PAK A as follows for the employee and his/her entire family and any other eligible dependents as defined by MESSA, MESSA Choices II, which will include \$10/\$20 prescription plan protection, a \$500/\$1,000 in-network deductible and the adult immunization rider for a twelve (12) month period. With attainment of Medicare eligibility, MESSA Choices II with the \$10/\$20 prescription plan or Limited Medicare Supplement will be paid on behalf of the employee and spouse. In the event an employee has more than 50 non-maintenance prescriptions during the 12-month period from January 1 through December 31, the Agency will reimburse that employee for the \$3.00 difference for all non-maintenance prescriptions in excess of 50.

MESSA Plan II Long-Term Disability Insurance (90-day modified fill) – Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$2,500, and shall begin after expiration of the greater of the employee's accumulated sick leave or 90 calendar days. Employees with L.T.D. coverage may borrow days from the group sick bank to bridge any gap up to the 90 calendar days. Vacation leave time may be used to supplement the salary difference between the L.T.D. payments and full salary.

MESSA/Delta Dental Plan Class IA & B, II, and III at 75% with \$1,500 annual maximum for Class I, II, & III; Class IV at 75% with \$1200 lifetime maximum.

Vision Care Plan VSP-3

\$20,000 term life insurance with AD&D in addition to \$5,000 included in health plan coverage.

PAK B. Employees not electing health insurance coverage shall receive \$4,000 per year (paid bi-weekly) in lieu of health coverage in accordance with the Agency's Cafeteria 125 Plan and the following coverages from MESSA PAK B for a twelve (12) month period to be paid from the \$4,000 amount.

MESSA/Delta Dental Plan Class IA & B, II, and III at 75% with \$1,500 annual maximum for Class I, II, & III; Class IV at 75% with \$1200 lifetime maximum.

L.T.D. (90-day modified fill) at 66-2/3%, \$2,500 monthly maximum.

Vision Care Plan VSP-3

\$20,000 term life insurance with AD&D.

2. School-year employees eligible to receive health insurance benefits may choose one of the following options:

School year employees' PAK A.MESSA Choices II, as listed above which will include \$10/\$20 prescription plan protection, a \$500/\$1000 in-network deductible and the adult immunization rider with: Vision VSP-3, and \$5,000 term life insurance with AD&D.



School year employees' PAK B. School-year employees eligible for health insurance but electing not to take health insurance shall in lieu receive \$3,200 per year (paid bi-weekly) in accordance with the Agency's Cafeteria 125 Plan and the following coverages from MESSA PAK B. for a twelve (12) month period to be paid for from the \$3,200 amount: MESSA/Delta Dental Plan A Class I & II at 75% (\$1,500 annual maximum); VSP-3; and \$10,000 term life insurance with AD&D.

- c. All eligible school year personnel who work an entire school year shall be entitled to insurance coverage for the full twelve (12) month period commencing on September 1 and continuing through August 31 after the end of the school year worked even though the employee may not be returning the next school year, unless the employee is retiring in which case he/she may elect to terminate his/her insurance coverage prior to August 31 to coincide with the beginning date of health insurance received through the MPERS, thus saving the employee the 10% MESSA premium share for those months.
3. Employees who work at least twenty (20) hours per week and are otherwise ineligible for any of the full paid insurance coverage described above shall receive each month \$100.00/single insured and \$150.00/multiple insured toward health insurance or receive \$75.00/single; \$100.00/multiple per month in accordance with the Agency's Cafeteria 125 Plan.

Employees working at least 25 and up to 35 hours per week shall receive each month \$150.00/single insured and \$200/multiple insured towards health insurance or receive \$100/single; \$125.00/multiple per month in accordance with the Agency's Cafeteria 125 Plan. Employee's share of insurance premiums shall be payroll deducted each month in advance.

4. The Board will provide, if available, an opportunity for employees currently not eligible for health insurance to participate in health insurance programs available to support staff in the school district. The premiums for all programs will be paid solely by the employee through payroll deduction.
5. The Board shall make timely payment of insurance premium for all persons to assure continuance of coverage. The insurance year shall be defined as a full twelve (12)-month period September 1 through August 31. The Board shall pay the full costs of the insurance premiums for all eligible employees and eligible dependents. The Board's liability for the insurance premium amount shall be limited to 90% of the monthly premium for health, dental, vision, life and LTD insurance coverage. The eligible employee's share of the insurance premium for health, dental, vision, life and LTD insurance coverage of 10% shall be withheld monthly from their paycheck. Each employee shall pay 10% of the premium rate that applies to the employee, i.e., single, two-person or family.
6. The Agency maintains a 125 plan which eligible employees may utilize as allowed by law to pay insurance premium costs, insurance deductibles, other medically related expenses, and childcare expenses.

7. An eligible employee who leaves the employment of the Agency for any reason, including, death, prior to the end of a benefit year shall receive a pro-rata insurance benefit (based on the portion of the employee's work year worked) through the end of the month that the pro-rata benefit runs out. In the event of the death of an employee, the Board shall continue all applicable health, dental and vision insurance for which the employee was eligible for a minimum of two (2) months or the earned prorated time, whichever is a longer period of time beyond the employee's death, at no cost to the employee's spouse or family.
8. For each insurance program above, the effective date for each new employee shall be his/her first workday.
9. PAK A is for employees needing health insurance. In the event that a husband and wife are both employed by NC RESA and both are eligible for health coverage, one must elect PAK A; the other PAK B. Employees will be required to provide verification of group/alternate insurance coverage in order to be eligible for PAK B.
10. All employees shall be able to use payroll deduction to participate in MESSA group and option programs, subject to MESSA's underwriting guidelines.
11. The open enrollment period shall be annually August 1 – August 31. The employer shall be responsible for providing insurance applications and claims material to the employee. The employee is responsible for assuring completion of all forms and documents required by the insurance company for his/her participation in the above-described insurance programs. The Board, by payment of his its portion of the insurance premium payments as indicated above, shall be relieved from any and all liability with respect to insurance benefits or programs. Such matters shall be excluded from the scope of the grievance procedures, except the Board's failure to remit contracted premiums amounts required of it.

## ARTICLE 14

### HOURS, SCHEDULES AND CALENDAR

- A. Number of Hours: The Board shall retain the right to determine the work hours of each employee subject to the following limitations.
  1. Employees whose hours are changed (reduced or increased) shall receive twenty-five (25) calendar days notice. When the administration determines it is necessary to change hours by more than fifteen (15) minutes, it shall give written notice of the contemplated change to the Association president prior to the implementation of the change. This timeline and notice requirements can be waived when the employee and the supervisor mutually agree to temporarily modify the employee's work schedule.
  2. Upon request of the Association, the administration will meet with the designated Association representative to discuss the effects of the change and consider any alternatives proposed by the Association.

3. No change in hours shall be made unless it is necessary to meet customer service requirements and/or to accomplish the economical and/or efficient operation of the Agency. The factors considered in changing hours shall include but not be limited to funding, changes in program and/or enrollment, availability and qualifications of personnel due to changes in program and/or enrollment. No change shall be made solely for punitive reasons.
  4. If the Board reduces the hours of a position more than 10%, the affected employee, if qualified, has the right to displace the least senior employee in the classification with up to the same number of days and hours in order to maintain his/her original hours on the greatest portion thereof.
  5. Notwithstanding the above procedures, the Board will resort to layoff procedure before reducing hours where layoffs are economically and programmatically feasible.
- B. Schedules: The Board shall retain the right to set work schedules. The notification period, process, and limitations described in Article 14-A, 1, 2, and 3, shall apply to schedule changes.
- C. 1. School Closure: School-year employees – When Fremont, Grant, Hesperia, Newaygo, and White Cloud Districts are all closed, then the Career-Tech Center and Activity Center shall be closed and employees paid at their regular hourly rate. The make-up days for prepaid days shall be determined by the Board. The employees will not receive extra compensation for prepaid make-up days.

Full-Year Employees: Full-year employees shall report to their assigned position unless the superintendent declares an emergency. In the event that an employee cannot make it in, he/she may report to work one half (1/2) hour late or longer upon the approval of their immediate supervisor and/or designee or they will be allowed to use personal or vacation time instead of being docked for that day's pay, providing they have the time available to them. An employee who does not report or does not request a vacation/personal day, shall be docked one (1) full day's pay. When an emergency is declared, the superintendent shall close all buildings and the full-year employees shall be paid their regular day's pay. Full-year employees who are asked to report to work on a day when all buildings are closed shall be paid at double their regular rate unless all full-year employees are asked to report on that day.

2. Shortened Day: All employees shall report at their regularly assigned places and times unless informed otherwise by the administration. Employees whose arrival is reasonably delayed as a result of the conditions for which the late start is declared, shall not have their pay docked. When early dismissal for students is announced, employees will be informed if their dismissal time is different than normal. When employees are instructed to report late or leave early, they will be paid for all the hours they regularly would work on that day.
3. Calendar: All Career-Tech Center Paraprofessionals and Secretaries will follow the calendar developed for the Career-Tech Center. All remaining staff will follow a calendar developed by their supervisor. Modifications made to the Career-Tech Center Calendar for program reasons will be adhered to by the Career-

Tech Center staff. The calendar for all remaining staff will be modified as needed to meet program requirements.

D. All bargaining unit members shall be paid, according to applicable wage and hour law, their regular hourly rate of pay for all hours that they are required or approved to participate in student based activities (such as but not limited to: field trips, orientations, open houses, college and career nights, and advisory committees). Twenty-six (26) paydates will be scheduled each year. All wages will be paid via direct deposit.

E. Lead Custodian

In addition to the duties outlined in the custodial job description, an individual selected to serve as Lead Custodian qualifies for an hourly stipend as shown in Article 11 for all hours served as Lead Custodian in addition to any base wage or overtime pay.

1. The Lead Custodian duties shall be voluntary, except for the training rotation addressed below. In the event that there are no volunteers, the physical plant manager may assign duties to an employee for up to thirty (30) workdays before rotating the work to the other employees in the unit.
2. Lead custodian duties shall be assigned by physical plant management based on the employee's qualifications for the position and experience. When these factors are equal, the position shall be offered to the most senior employee.
3. The additional responsibilities assumed as a Lead Custodian are defined in the Lead Custodian job description.
4. The Lead Custodian shall not participate in the evaluation or discipline of other employees. The employee's performance of the Lead Custodian duties will be evaluated separately from the employee's custodial duties and unsatisfactory performance of Lead Custodian duties does not translate into unsatisfactory performance of custodial duties.
5. The administrator responsible for physical plant management may rotate the assignment of Lead Custodian duties to each custodial employee so that each employee may serve up to a total of three weeks in the position in order to familiarize each employee with lead custodial duties.

## ARTICLE 15

### LEAVES OF ABSENCE

#### A. Bereavement Leave

With the superintendent's or the superintendent's designee's approval, each employee shall be granted up to six (6) days emergency leave in the event of the death of a spouse, child, parent, brother, sister, grandparent, spouse's parent, spouse's grandparent, grandchild, stepchild, stepparents, stepbrother, stepsister, brother-in-law or sister-in-law. A maximum of six (6) days may be used under this article. Upon approval of the superintendent, additional days may be charged against personal or sick leave.

#### B. Sick Leave

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

1. Full-year employees will earn twelve (12) days per year. They shall be awarded one (1) day per month.
2. School-year employees will earn ten (10) days per year. They will be awarded one (1) day per month (September – June). Employees who work in the summer program will be awarded one (1) additional day equal in hours to those normally worked in the summer for every twenty (20) days actually worked (excluding sick days, holidays and personal days).
3. Sick leave may be accumulated of a maximum of 110 days.
4. Any MESPA bargaining unit member who anticipates that he/she will exhaust all sick leave and who must be absent for serious personal or family illness as defined in the Family & Medical Leave Act may make application to the Superintendent to request a donation of hours from other MESPA bargaining unit members.
  - A. Upon request of an employee that this process be implemented, the Superintendent may, within the Superintendent's discretion, send a written notification to all bargaining unit members advising them per the form found in Appendix A.
  - B. Employees will have five (5) business days to return the Voluntary Transfer Form to the Superintendent's office. Volunteers will only be allowed to donate sick hours, not personal hours or vacation hours.
  - C. Upon receipt of the Voluntary Transfer Form, hours will be distributed from the volunteers sick leave accounts (beginning in the order received) as needed to supplement the requesting employee's pay for as long as voluntary transfer hours are available. Hours will be taken from volunteers' accounts on a rotation basis.

D. The requesting employee will be paid based upon his/her current step, not to exceed the 4<sup>th</sup> year step, and his/her regularly scheduled daily hours.

As of August 20, 2011, the group sick bank will be dissolved. Any employee who still owes borrowed days to the group sick bank will repay those days to the district based on the following repayment schedule.

<u># of Days Owed as of July 1</u> <u>(of each year)</u>	<u>Total Days to be Repaid</u>
over 30 days	5 days
21-30 days	4 days
11-20 days	3 days
10 days or less	2 days

If borrowed days are not repaid by the time of resignation or termination, the Board may withhold the appropriate daily substitute rate from the employee's final pay. For employees who currently belong to the group sick bank, the day they deposited to join the group sick bank will be returned to their individual sick leave accounts no later than September 15, 2011.

6. Sick leave may be used for the illness of the employee or for the care of an ill spouse, dependent child, parent or step-parent.
7. The employee must notify their supervisor at least one (1) hour prior to their usual starting time except in case of emergency.
8. After four (4) consecutive full day absences during a fiscal calendar year, the Board may request a doctor's verification. If there is reasonable suspicion that sick leave is habitually being abused, the Board, at its own expense, may request a doctor's verification, even if the absences are not consecutive.
9. Sick leave may be used in one quarter ( $\frac{1}{4}$ ) hour blocks. Medical appointments may be charged to sick leave or personal leave.
10. The employee may use all or any portion of sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery, and shall return to service as soon as medically certified physically able by her physician. Such disability shall be treated as any other disability.

### C. Personal Leave

School-year employees will be granted two (2) days personal leave and full-year employees will be granted three (3) days personal leave. Employees who work in the summer program for at least 40 days will be given one additional day, for use in the following school year, equal in hours to the length of the day normally worked in the summer.

1. Awarding of the annual allotment of personal leave days shall occur on July 1<sup>st</sup> (first) of each year and is not cumulative from year to year.

2. Personal leave may be used in one quarter (¼) hour increments.
3. New hires will earn personal leave based on the following schedule:

Full year employees-

If hired on or after 7/1 and on or before 10/31	3 days
If hired on or after 11/1 and on or before 1/31	2 days
If hired on or after 2/1 and on or before 4/30	1 day
If hired on or after 5/1 and on or before 6/30	0 days

School year employees-

If hired on or after 7/1 and on or before 10/31	2 days
If hired on or after 11/1 and on or before 3/31	1 day
If hired on or after 4/1 and on or before 6/30	0 days

“Hired” is interpreted to mean the first day of actual work.

4. Use to extend a vacation, holiday, or deer day must be listed on the application and be approved by the superintendent. Emergencies and extenuating circumstances beyond an individual’s control to extend a vacation, holiday or deer day must be listed on the application and may be approved by the Superintendent. Reasons for all other leaves need not be listed on the application.
5. Application for personal leave shall be made at least forty-eight (48) hours before taking such leave (except in case of emergency).
6. Any unused portion of the personal leave shall be added to the employee’s sick leave bank at the end of the year. In the event that the employee’s personal sick bank is full, the unused personal days will be deposited into the group sick bank as extra sick days for that employee.

D. Other Leaves

1. Extended Sick Leave/Disability Leave

After exhausting available sick leave, personal leave, or leave covered under the Federal Family Medical Leave Act, an employee may request an unpaid leave in order to retain their employee status. Upon submission of a “Status/Change Form Request” and a doctor’s verification of an inability to continue to work due to a non-work related injury, illness, pregnancy or other disability the Board may grant a leave without pay.

2. Unpaid Leaves

An unpaid leave of absence may be granted upon approval of the superintendent. The superintendent’s decision can only be appealed to the Board level. This section shall not restrict granting unpaid leaves required by law, i.e., Family Medical Leave Act of 1992. An employee will not earn sick days, vacation days or personal days while on an unpaid leave of absence.

### 3. Paid Leave – Special

A leave of absence with pay chargeable to sick leave may be granted in other special circumstances if approved by the superintendent (e.g. extended bereavement, care of non-household relatives).

An employee returning from a leave of absence (Section D) of twelve (12) months or less shall be returned to the position he/she left, if available. If the position has been eliminated or the unpaid leave exceeds twelve (12) months, the employee shall be placed in a vacant position for which he/she is qualified or be assigned to the position for which he/she is qualified held by the least senior bargaining unit member. Such position must have a wage rate at least equal to the position he/she held immediately prior to his/her leave of absence. When a leave exceeds sixty (60) days and when possible, the employee shall notify the superintendent of his/her intended return date of least thirty (30) days in advance, but in no case shall the return notice be less than five (5) days.

### 4. Military Leave

Employees required to perform active duty, training or to perform emergency duty in the armed forces of the United States or National Guard, shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's commanding officer. The seniority and re-employment rights of any employee who performs such active duty or who is inducted into the armed forces of the United States shall be in accordance with federal and state laws governing such re-employment rights in effect at the time the individual seeks re-employment with the NC RESA. NC RESA recognizes and supports the rights of employees and their family members as outlined in FMLA military provisions.

### F. Leave Forms

For bereavement leave, sick leave and personal Leave (Sections A, B, & C) the employee shall file an electronic request no later than the day the employee returns to work (Note: a call to the employee's administrative supervisor is still required per Section B.7. of this Article). For other leaves (Section D) the employee shall submit an electronic status change form. The electronic status change forms shall be submitted in a timely manner to allow approval as outlined in this Article. Exceptions will be granted in emergency situations.



## ARTICLE 16

### MISCELLANEOUS

A. Evaluation – The purpose of employee evaluation is to improve employee performance.

1. Formal Evaluation: Each employee will be evaluated based upon a job description designed to fit each classification with the addition of individual features. This job description will be developed by the Board with the right and opportunity of input from the affected employee for at least one week prior to implementation. A job description shall be made available to each employee upon hire or every time a change is completed, and at the employee's request.

All bargaining unit members will be evaluated not less than once every two years. Probationary employees will be evaluated at least once during their first sixty (60) days of employment. (Refer to Article 8A regarding probationary period.)

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

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

B. Contract Language

No part of this contract should be considered to vest any permanent right or property of any employee. All or any of the provisions of this contract are negotiable in that they may be retained in whole or in part, added to, or eliminated entirely from contract period to contract period.

C. Removal of Work

The parties understand that as a result of changes in program, enrollment or educational philosophy, economics and/or the desires of constituent districts, change in the location of the operation and/or the transfer of work performed by bargaining unit members to constituent districts may be necessary. Provided, however, that the district shall meet and negotiate the effects of such change with representatives of the bargaining unit at least fifteen (15) days prior to such change.

## ARTICLE 17

### WORKERS' COMPENSATION

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

An unpaid leave of absence of up to twelve (12) consecutive months will be granted to employees who are unable to work due to a work-related injury for which the employee receives workers' compensation benefits. After the completion of twelve (12) months leave, the Board may grant a twelve (12) month extension of the leave if the employee provides evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work by the end of the leave. If an employee does not report to work by the end of the leave, their employment status with the Board is considered severed.

Refer to Article 15 for return to work guidelines.

## ARTICLE 18

### MANAGEMENT RIGHTS

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

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

6. To determine the qualifications of employees, including physical conditions as they pertain to the job.
7. To determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-division there of and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
8. To determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this agreement.
11. To determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

All such retained rights shall be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action and the Board's judgment in these areas shall not be subject to challenge; provided, however, these rights shall not be exercised in violation of any specific provision of this agreement.

## ARTICLE 19

### ADVANCED TRAINING

- A. With approval in advance from the superintendent or the superintendent's administrative designee, bargaining unit members shall be reimbursed as outlined herein for approved training, tuition, and fees related to their classification. An employee must seek approval in advance from the superintendent or deputy superintendent for all courses or training outside the employee's work assignment. Coursework or training related directly to the employee's work assignment or licensure requirements shall be approved upon application for reimbursement. A bargaining unit member shall, after proof of completion, be reimbursed 50% of the cost of tuition or fees for approved training related to their classification. Upon completion of an approved certification program, paraprofessionals and other employees in appropriate assignments will be reimbursed an additional 25% of the tuition or fees.

If an employee terminates employment, other than for retirement under MPSERS, she/he must repay tuition reimbursement received during the prior twelve months.

- B. If an employee completes 15 contact hours of approved coursework and/or Agency-provided inservice, 1.5% of the employee's regular hourly wage rate will be added to

the employee's regular hourly wage rate. If an employee completes 30 contact hours of approved coursework and/or district-provided inservice, an additional 1.5% will be added. If an employee completes 45 contact hours of approved coursework and/or district-provided inservice, a third 1.5% will be added.

Wage adjustments for this section will be made at the start of a semester. Semester adjustments shall be based on the total hours completed as of the first Friday of the month in which the semester begins.

- C. A bargaining unit member can, through training, gain qualification status in other assignments. The qualification designation for additional assignments is limited to a period of five (5) years if the employee is not working in that designated area. To be re-qualified an employee must demonstrate competency to the appropriate Director by a certified test in the designated area (either a nationally normed test or some other evaluation method agreed upon between the parties).

## ARTICLE 20

### RETIREMENT – BONUS

According to the following schedule, a severance will be paid through direct deposit to employees who at the time of their termination are eligible for regular, early, reduced or disability retirement benefits under provisions of MPSERS. This provision may be negated by any individual termination agreement negotiated between the Board and an employee. Employees hired after 7/1/10 are not eligible for the 6-10 year benefit.

\$200 Per Year for Years 6-10  
\$225 Per Year for Years 11-15  
\$250 Per Year for Years 16-20  
\$275 Per Year for Years 21-25  
\$300 Per Year for Years 26 and beyond

Total severance shall not exceed \$6,250 per individual.

## ARTICLE 21

### REASONABLE ACCOMMODATION NEGOTIATIONS

The parties recognize the duty of the employer to make reasonable accommodations, including the obligation to consider the restructuring of jobs, for qualifying individuals with disabilities under Federal and State law. In the event that the parties mutually determine that a potential accommodation is necessary in order for it to fulfill obligations under State and/or Federal law, and that accommodation would conflict with the provisions of this Agreement, the parties agree to reopen the affected section or sections and enter into negotiations on successor language or letters of understanding to allow the employer to implement necessary accommodations.

ARTICLE 22

AGREEMENT TERMS

- A. Severability. If any section of the agreement or any addendum thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be ruled invalid by such tribunal, the remainder of the Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such section.
  
- B. Copies of Agreement. The Board will provide one copy of this agreement to each member of the collective bargaining unit after it has been executed by all parties.

ARTICLE 23

DURATION

This agreement shall be effective August 20, 2011, and shall continue in effect until midnight, August 19, 2012. This agreement may be extended by written agreement of the parties.

NEWAYGO INTERMEDIATE SCHOOL  
INTERMEDIATE DISTRICT  
SERVICE STAFF ASSOCIATION

NEWAYGO COUNTY REGIONAL  
EDUCATIONAL SERVICE AGENCY  
BOARD OF EDUCATION

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

\_\_\_\_\_  
Superintendent

Appendix A

Newaygo County Regional Educational Service Agency  
4747 West 48<sup>th</sup> Street  
Fremont, MI 49412

Voluntary Sick Day Donation Form

This is to inform all MESPA bargaining unit members that (*Employee*) is requesting voluntary donations of paid sick leave for his/her use. (*Employee*) is normally scheduled to work (*number*) of hours/day.

(*Employee*)

\_\_\_\_\_ expects to exhaust his/her sick leave on or about (*date*) and does not expect to be able to return to work by that date OR  
\_\_\_\_\_ does not have any personal sick leave left.

This request is strictly voluntary and will be administered as agreed in Article 15, B of the Master Agreement.

If you wish to voluntarily donate any of your accumulated sick leave days (a day is the number of hours in your regularly scheduled day at the time of the donation) to this employee, please return the bottom of this form with your signature to the Superintendent's office by 4:00 p.m. on (*date*).

Sick days will only be transferred from your account to the requesting employee's account as the days are needed to provide pay for the requesting employee. Any sick leave days transferred to the requesting employee will be forfeited from your sick day account and will not be returned to your accumulation of sick days.

-----  
Sick Leave day Transfer Authorization

I hereby voluntarily ask that \_\_\_\_\_ day(s) (a day is the number of hours in your regularly scheduled day at the time of the donation) of my accumulated personal sick leave days be transferred and credited to (*Employee*) if the days are needed to provide pay during his/her continuing leave of absence for serious personal or family illness.

I understand that the sick days I have voluntarily offered for transfer will only be transferred if needed as outlined in Article 15, B of the Master Agreement and once the above days are credited to (*Employee*) and used by (*Employee*), I am forfeiting all access to the paid sick leave days for my own personal use.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

c: Employee  
Human Resource  
Payroll

Appendix B

Letter of Agreement  
Between the  
Newaygo County Regional Educational Service Agency  
and the  
Newaygo Intermediate Support Staff Association

The provisions of these Section 2 C.1 notwithstanding, it is agreed as follows:

1. The following employees who were receiving full paid insurance coverage prior to June 30, 1999 and working thirty-five (35) hours per week will continue to be considered full time employees for insurance purposes as long as they are regularly scheduled to work at least thirty (30) hours per week. However, a reduction in hours by the employee will result in the appropriate reduction in benefits:

Kelly Genter, ~~Robin Knight, Darlene Phillips~~

2. The following school year employees who were receiving the full paid insurance coverage prior to June 30, 1987 and working less than thirty-five (35) hours per week will continue to be considered full-time employees for insurance purposes:

~~Pat Hendrie, James Schrovenwever, Mary Veenstra~~

For the Association

For the Agency

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent