

AGREEMENT

between

MONA SHORES BOARD OF EDUCATION

and

MONA SHORES SECRETARIAL, CLERICAL,
PARAPROFESSIONAL ASSOCIATION - MEA/NEA

July 1, 2005 – June 30, 2007

“In Mona Shores, we are committed to each student’s learning, feeling important,
and meeting the demands of the future.”

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AGREEMENT BETWEEN
MONA SHORES BOARD OF EDUCATION
AND
MONA SHORES SECRETARIAL, CLERICAL,
PARAPROFESSIONAL ASSOCIATION

AGREEMENT

This Agreement is entered into between the Board of Education of the District of Mona Shores, hereinafter referred to as the "Employer," and the Mona Shores Secretarial, Clerical, Paraprofessional Association - MEA/NEA, hereinafter referred to as the "Union."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I.
RECOGNITION

A. **DEFINITION OF BARGAINING UNIT**

Pursuant to MERC Case No. R-80-K-434 and Case No. R-87-D-120 and in accordance with all applicable provisions of Act 379 of the Public Act of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All secretaries, clerks and paraprofessionals employed by the Employer, hereinafter referred to as "employee(s)" but excluding the High School Office Manager, all secretarial and clerical positions working in the Administration Building prior to August

1981, confidential employees, supervisors as defined in the Act, and all other employees.

B. AID TO OTHER GROUPS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining to make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE II.
UNION SECURITY AND PAYROLL DEDUCTIONS

A. PAYROLL DEDUCTIONS

Upon written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for Union dues and voluntary contributions to MEA-PAC/NEA Fund for Children and Public Education (formally known as "NEA-PAC"), insurance options, annuity programs, credit union, and any other plans or programs approved by the Employer.

B. UNION DUES

For those employees having delivered their authorization prior to September 1 for dues and voluntary contributions to MEA-PAC/NEA Fund for Children and Public Education (formally known as "NEA-PAC"), the Employer shall deduct one-tenth (1/10th) of the annual amount from the first or second pay period of the month, beginning in September and ending in June of each year. For those employees delivering their authorization after September 1, the Employer shall deduct one-tenth (1/10th) of the annual amount from the first or second pay period of the month and each month thereafter until ten (10) deductions have been made or the end of August, whichever comes first. Deductions for any calendar month shall, within the (10) working days after the deductions have been made, be remitted to the designated financial officer of the Union accompanied with the names of employees from whom dues and voluntary contributions to NEA-PAC and/or MEA-PAC have been deducted.

ARTICLE III.
UNION REPRESENTATION

A. UNION REPRESENTATIVES

For the purpose of handling complaints and/or grievances under the grievance procedure, the Union shall be represented by Building Representatives or alternate representatives.

B. PROCESSING GRIEVANCES

The Building Representatives and/or the Union President shall, after receiving permission from his/her Immediate Supervisor, be allowed to investigate alleged grievances and/or

process grievances, provided he/she states to his/her Immediate Supervisor the nature of, the location of, and the approximate time required for such involvement.

C. AUTHORIZED TIME

Authorized time spent during regularly scheduled working hours by Building Representatives and the President shall be paid for at the regular rate.

D. IDENTIFICATION OF REPRESENTATIVES

The Union will furnish to the Employer a list of the Building Representatives, President, and other officers of the Union and other authorized agents or representatives. The Employer will notify the Union of its representatives in the grievance procedure, and will notify the Union of any changes therein.

ARTICLE IV.
GRIEVANCE PROCEDURE

A. DEFINITIONS

A "grievance" is a claim by one (1) or more employees that there has been an alleged improper application or violation of this Agreement.

An "aggrieved employee" is the employee (or employees) who is affected and, therefore, will make the claim.

"Working days" are those days on which the District's Administration Office is scheduled for work between Monday and Friday (both inclusive) excluding holidays recognized under this Agreement.

B. LEVEL ONE (IMMEDIATE SUPERVISOR)

1. The grievance shall be presented to the principal or immediate supervisor within fifteen (15) working days following the day on which the event first occurred.
2. A Union representative shall have the opportunity to be present at the discussion.
3. Any settlement shall not be contrary to any of the terms of this Agreement.
4. If the grievance is not then settled it shall be reduced to writing on a grievance form and presented to such principal or supervisor for a written answer. Such presentation shall be made within five (5) working days after the discussion in Section B.1 above, and the answer shall be given within five (5) working days after receipt of same.

C. LEVEL TWO (SUPERINTENDENT OR DESIGNEE)

If the answer of the Principal or Supervisor is not satisfactory, the President or his/her representative may present the grievance to the Superintendent or designee not more than

five (5) working days following the answer of the Principal or supervisor in Section B.4. above. The decision of the Superintendent or designee shall be given, in writing, within five (5) working days thereafter.

D. LEVEL THREE (BOARD)

If the answer of the Superintendent or designee is not satisfactory, the grievance may be presented by the Union to the Board of Education by delivery to the Superintendent of Schools within five (5) working days after receipt of his decision in Section C. above. A meeting between a Committee appointed by the Board consisting of at least two (2) representatives of the Board of Education, one of whom shall be a Board member, and at least two (2) representatives of the Union, shall be scheduled within ten (10) working days after the Superintendent of Schools has received the grievance. The decision of the Committee shall be given in writing within five (5) working days following the meeting.

E. LEVEL FOUR (ARBITRATION)

If the decision of the Board of Education is not satisfactory to the Union, the Union wishes to carry it further, it shall, within thirty (30) working days after receipt of the answer in Section D. above, send written notice to the Board of Education requesting arbitration. The Union shall file a demand for arbitration to the American Arbitration Association and thereafter it shall be handled in accordance with the Association's rules. Only one grievance shall be heard by an arbitrator at any one appointment unless otherwise agreed in writing by the parties. Each arbitration decision shall be final and binding on the Employees, the Union, and the Employer, and there shall be no appeal from any arbitrator's decision. All fees and expenses of the arbitrator shall be borne equally between the Union and the Employer.

F. POWER OF THE ARBITRATOR

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement, nor shall any grievance be heard which does not relate to the application or interpretation of the terms of this Agreement or to a matter of discipline, nor shall the arbitrator have any power to fix wage rates.

NOTE: No Employee, but only the Union, may invoke the arbitration process.

G. TIME LIMITS

The time limits set forth herein are deemed to be of the essence and failure by the Union to appeal within said time limits shall be deemed as an acceptance of the last answer of the Employer. Failure of the Employer to answer within the time limits shall be deemed a denial of the grievance and it may then be appealed to the next step.

At any step of the grievance procedure the time limits may be extended by oral agreement within the specified time limits and confirmed in writing by the requesting party.

H. WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate or overtime rate, whichever is applicable.

ARTICLE V.
DISCHARGE AND DISCIPLINE

A. PROBATIONARY EMPLOYEES/NON-PROBATIONARY EMPLOYEES

Probationary employees (see Article VI, Section A.) may be discharged, disciplined or laid off for any reason except lawful Union activity without recourse to the grievance procedure. Non-probationary employees shall not be disciplined, discharged, or deprived of a contractual benefit without just cause.

B. NOTICE OF DISCHARGE OR DISCIPLINE

The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the Union president of the discharge or discipline.

C. DISCUSSION

The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Union representative at a place made available by the Employer before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative, will discuss the discharge or discipline with the employee and the Union representative.

D. USE OF PAST RECORD

Except for infractions involving morals, in imposing any discipline on a current charge the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

E. PERFORMANCE REVIEW

Performance reviews will be done at least once every three (3) years. Each building principal will be responsible for observing the employee in the work setting and completing the performance review (in the event there is no building principal, the administration shall designate an immediate supervisor) at least fifteen (15) working days before the end of each school year. A copy of the performance review shall be submitted to the employee within five (5) working days of the time it is reduced to writing. Employees are required to sign the written review to acknowledge receipt, but only after the employee has had a reasonable opportunity to read the review. A conference may be initiated by either the employee or the administration on an optional basis. Any such conference will be at a mutually agreeable time.

An employee who wishes to respond to the performance review may do so by submitting her/his comments to the immediate supervisor in writing within fifteen (15) work days of the receipt. Such response shall be attached to the performance review in the personnel file.

F. REPRESENTATION AT DISCIPLINARY MEETINGS

An employee shall be entitled to have present a representative of the Union during any disciplinary meeting if the employee requests to have one present. When a request for such representation is made, no action will be taken with respect to the employee until a representative of the Union is present.

An employee shall have no more than two (2) working days to secure a Union representative and the administrator will normally convene a meeting within two (2) working days of notification of the availability of the parties unless extenuating circumstances arise.

G. PERSONNEL FILE

Each employee shall have the right, upon written request, to review the contents of his/her own personnel file which were made part of the file after the date of his/her employment. The employee may have a Union representative accompany him/her in such review. The Board may also have a representative present during the review.

If the Employer receives a request for disclosure of the personnel file of a member of the bargaining unit, the Employer will notify the Association President, or designee, and the employee at least 48 hours prior to the disclosure and give the employee an opportunity to review the requested materials if the employee so requests.

ARTICLE VI.
SENIORITY

A. DEFINITION OF SENIORITY

1. "Seniority" shall mean the length of uninterrupted service with the Employer since the employee's last date of hire or transfer into a bargaining unit position. Seniority shall be computed from the first work day for the employee following the employee's last date of hire or transfer into a bargaining unit position. Time spent on layoff and leaves of absence shall not be an interruption in service, and seniority shall continue to accrue.
2. New employees hired or transferred into the bargaining unit shall be considered as probationary employees for their first sixty-five (65) working days. When an employee completes the probationary period, he/she shall be entered on the seniority list of the unit as of the date of hire. There shall be no seniority among probationary employees.

3. An employee who is transferred to a position with the Employer that is outside the bargaining unit shall not cause the layoff of any bargaining unit member in the event the employee is transferred back into the bargaining unit.
4. This entire article does not apply to overload paraprofessionals who are hired at the discretion of the administration. An overload paraprofessional is a paraprofessional assigned by the administration to a classroom because of the number of students enrolled in the class.

B. LOSS OF SENIORITY

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

1. If the employee quits.
2. If the employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. If the employee is absent for two (2) consecutive working days without notifying the Employer. After such absence, the Employer will send notification by certified mail to the employee at the last known address as shown by the employment records that he/she has lost seniority and his/her employment has been terminated. If there are extenuating circumstances, the employee has thirty (30) calendar days after notification was sent out to appeal his/her termination.
4. If the employee retires.
5. If the employee fails to return from sick leave or leave of absence, it will be treated the same as Section B.3. above.
6. If the employee is laid off for more time than the employee was employed by the Employer.

C. SENIORITY LISTS

1. The Employer shall maintain two (2) seniority lists according to the classifications in Article VII, Section C.1. The two (2) seniority lists will show the name, home address, last date of hire and job title for each employee in the bargaining unit entitled to seniority.
2. The Seniority List in Section C.1. above for Office Personnel shall be determined by starting with the "Seniority Date" listed on the seniority list dated January 1, 1981.
3. The Administration shall keep the Seniority List up to date at all times and shall provide the Union with updated copies, when requested by the President.

The Employer shall also advise the Union President of any changes in the Seniority Lists in writing within ten (10) working days after said changes.

D. SENIORITY OF UNION PRESIDENT

Notwithstanding his/her seniority, the President of the Union shall not be laid off as long as he/she meets the qualifications and has the skills and abilities to satisfactorily perform the job in a job title that remains. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Section (D), the Union agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and
2. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate level. The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as direct consequence of the Employer's compliance with this Section D.
3. Union shall have the right to settle and/or compromise any lawsuit against it regarding this issue, provided it informs and discusses same with the superintendent prior to final agreement so he/she can discuss the settlement options with the district's counsel.

**ARTICLE VII.
LAYOFF AND RECALL**

A. DEFINITION

The word "layoff" means a reduction in the working force.

B. PRE-LAYOFF CONFERENCE

In implementing layoffs, the Employer and the Union will have a conference prior to the layoffs in an attempt to reduce disruption of services, expedite the layoff procedure, and review options.

If the administration determines layoffs are necessary, the Union will have the opportunity to discuss its preferences (e.g. retaining full-time positions versus creating part-time positions).

After listening to and receiving input from the Union, the administration will implement its decision pursuant to this Article.

C. APPLICATION OF SENIORITY

1. Application of seniority in the event of employee layoff:

No employee in a given job title will be laid off if she/he has more seniority, meets the qualifications and has the skills and abilities to perform the job in a satisfactory manner. Staff with the least amount of seniority will be laid off first within each job title in each classification.

<u>CLASSIFICATION</u> <u>OFFICE PERSONNEL</u>	<u>CLASSIFICATION</u> <u>PARAPROFESSIONAL</u>
Library/Media Coordinators	Curriculum/Instruction
Office Clerks	Special Education
Secretaries	Music
	Certified Occupational Therapy Assistant
	Physical Therapy Assistant

An employee in a position that is eliminated or reduced in hours may accept the layoff or reduction or may bump a staff member with less seniority within their classification within three (3) working days of being notified, provided she/he meets the qualifications and has the skills and abilities to perform the needed duties of the staff member being bumped. If a person bumps into a position with a different job title than she/he currently holds, or previously held, the following will apply:

- a. There will be a trial period of no less than fifteen (15) working days and no more than thirty (30) working days. Generally, by the 10th and 25th working days, the administration will share performance reviews with the employee. If the final performance review evaluation is satisfactory, the trial period will terminate at the conclusion of the 30th working day. If any performance review is unsatisfactory, the trial period may be extended by twenty (20) working days at the discretion of the administration. If the administration fails to do the final performance review, the employee's performance shall be considered to be satisfactory and the trial period expressly terminated.
- b. Within the trial period, if the administration determines that the employee does not meet the job requirements or the employee determines that she/he does not want the job, the trial period will end and the staff member will be placed on layoff. The bumped person will be returned to her/his former position.
- c. If the employee disagrees with the administrative decision, she/he may file a written complaint with the administration within ten (10) working days of receiving the administration's written notification that she/he was not qualified for the job.

- d. The Administration and the Union will jointly convene a committee to review the complaint. The committee will consist of two (2) representatives selected by the Union and two (2) selected by the Administration. Failure of the four persons to arrive at a majority decision will result in the committee selecting an independent fifth member to break the tie. The decision of the committee shall be binding on the parties.
 - e. Upon successful completion of the trial period, the employee will be given the title of the position along with the pay and benefits of the position.
- 2. Where the layoff is intended to be of three (3) working days or less, the laid-off employee shall have no right to claim the job of a less senior employee during such three (3) days.
 - 3. When the working force is increased after a layoff, employees who are on layoff with the most seniority within each classification who meet the qualifications and have the skills and abilities to perform the needed duties of the position shall be recalled first. If an employee is recalled to a job title other than the one she/he was laid off from, she/he shall retain her/his right to recall to the job title she/he was laid off from. If the employee accepts the recall, the trial period in Section C.1. will apply. Notice of recall shall be sent to the employee at the last known address by certified mail. Notice shall be given by the employee of her/his intent to return to work within five (5) working days. If an employee fails to report to work within thirty (30) calendar days from date of mailing of notice of recall, she/he shall be considered a quit and lose all seniority rights.
 - 4. An employee to be laid-off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Union President shall receive a list from the Employer of the employees being laid-off on the same date the notices are issued to the employees. This Section shall not apply to 10-month and part-time employees at the end of the school year.
- D. There will be no crossover between any classification without the expressed written approval of the superintendent. For example, Paraprofessionals may not bump Office Personnel and, likewise, Office Personnel may not bump Paraprofessionals.

Office Personnel and Paraprofessionals notified of layoff or on layoff shall, in order of seniority within their classification, be given first consideration for vacancies that occur that are not otherwise filled by Section C. and Article VIII for that vacancy. The Board shall have the sole discretion of permitting classification crossover.

ARTICLE VIII.
VACANCIES, PROMOTIONS, AND TRANSFERS

There will be no crossover in classification unless the Board, in its sole discretion, is willing to consider it.

A. TRANSFERS OUT OF UNIT

If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he/she shall retain all rights accrued for the purposes of any benefits provided for in this Agreement except seniority.

B. NOTIFICATION

The Employer agrees that in making the transfer of any employee or group of employees from one classification to another or from one location to another, the Union will be notified within ten (10) working days after the transfer decision is made.

C. POSTING

1. A vacancy subject to posting shall be a newly created position in the bargaining unit or a position which the Employer intends to fill caused by the transfer, resignation, retirement, dismissal or death of an employee, or by a leave of absence of more than one (1) year or by consecutive leaves of absence of more than one (1) year.

2. All vacancies shall be posted in a conspicuous place in each building in the district at least seven (7) calendar days prior to filling such vacancy or position. The Employer shall provide the Union President with a copy of each posting.

During the months of June, July and August, the Administration will also send postings to a representative from each building designated in writing by the president, who will then be responsible for disseminating the posting information promptly to the general membership.

3. In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of seniority, provided that if an employee transfers into a position with a different job title than one she/he previously held, she/he shall be prepared to demonstrate to the administration that she/he meet all of the qualifications of the job posting. Some assessment devices may include, but are not limited to resumes, interviews, confidential references, relevant testing, performance reviews, other information submitted by the applicant, etc. The trial period of Section C.1. will apply only to persons applying for and receiving a new job with a new job title. In the event the trial period is determined to be unsatisfactory by the administration, the employee will be returned to her/his former job. An employee who voluntarily exercises her/his right to return to her/his former job forfeits the right to bid on another vacancy or newly created position which is posted within the next twelve (12) months.

D. ASSIGNMENT

1. Determination of the position shall be made within fifteen (15) working days after the posting period, and awarded if there are any successful applicants.

2. The Union shall be notified of the successful bidder and all applicants shall be notified of acceptance or denial.

E. TEMPORARY ASSIGNMENTS

1. DEFINITIONS

- a. TEMPORARY POSITION

A temporary position is defined as a position created by specific need. If a temporary position extends beyond 90 working days, it is no longer considered temporary and will be posted per Section C.1. The 90 day period can be extended by mutual agreement of the Employer and the Union.

- b. SUBSTITUTES

A substitute is defined as a replacement for an employee who is on vacation, absent due to illness or family emergency, filling a temporary position, engaged in a trial period after applying for and receiving a new job with a new job title or on an approved leave (paid or unpaid) for up to one (1) year.

2. The employer shall have the right to assign bargaining unit members to temporary positions or as substitutes for vacant positions, or to utilize non-bargaining unit personnel to fill such positions, as the employer determines appropriate. If a bargaining unit member is utilized, such employee will receive his/her regular rate of pay if assigned to a lower job title and will be paid at the same step as the replaced employee while filling a higher job title. At the conclusion of the temporary or substitute assignment, the bargaining unit employee will return to his/her previous position at the rate of pay applicable to that position. Non-bargaining unit personnel who fill temporary or substitute positions shall have no rights under this contract.
3. When a new part-time paraprofessional position is created by the administration, the administration will consider and review the option of combining it with an existing position dependent upon budgetary limitations and other circumstances. When it is necessary to increase paraprofessional time in a building, the administration will attempt to assign that additional time to the most senior paraprofessional with the same job title within the building who desires the additional time.

ARTICLE IX.
LEAVES OF ABSENCE WITHOUT PAY

A. UNION LEAVE

1. Upon written application, the Employer will grant a leave of absence to not more than one (1) employee at a time for not more than three (3) years for the purpose of filling an appointed or elected Union office, providing the remaining employees can do the available work or a qualified replacement can be found and the employee gives three (3) months written notice to the Employer. The employee must notify the Employer in writing by July 1 of his/her intent to return to work for the forthcoming school year, which normally begins in late August or early September.
2. A leave of absence not to exceed one (1) year shall be granted in the event an employee becomes a full-time Union representative.
3. Leaves of absence totaling not more than twenty (20) working days per calendar year shall be granted for official Union meetings or conferences or training sessions, provided that no more than three (3) employees from the same classification shall be granted leave at the same time. The Employer shall be notified of such intended leave of absence at least two (2) weeks in advance of the meeting to allow for replacement to be obtained.

B. PERSONAL AND EMERGENCY LEAVE

1. A leave of absence of one (1) day or less may be granted upon oral request to the Administrator or designee. Any request for a leave of more than one (1) day but not exceeding six (6) months may be granted at the discretion of the Superintendent, or designee, upon written request with reasons stated. An extension of up to six (6) months may be granted upon written request.

C. SICK LEAVE

In situations not covered by the Family and Medical Leave Act (FMLA), the Employer shall grant to an employee with seniority a leave of absence for up to one (1) year, provided that proof of illness of the employee or the illness of the employee's spouse or dependents, satisfactory to the Employer, is furnished from time to time upon request. A prerequisite to reinstatement is that the employee present a certificate from a licensed physician certifying that he/she is capable of returning to work. The Employer reserves the right, at its expense, to require the employee to submit to an examination by a physician of its choice before granting such a leave of absence, during the leave, or before reinstating the employee from such a leave of absence. In the event that the Employer's physician and the employee's physician disagree, the disagreement shall be resolved by the judgment of an independent physician mutually chosen by the parties. The expense of such independent opinion shall be paid by the Employer. Seniority shall terminate at the end of such period of leave unless the Employer extends the leave of

absence for no more than six (6) additional months, in which event the seniority shall extend for a like period.

D. OTHER LEAVES

Other written requests for leave of absence, without pay, may be granted at the sole discretion of the Administration.

E. WITHOUT PAY

All leaves of absence under this Article shall be without pay.

F. FAMILY MEDICAL LEAVES PURSUANT TO PL-103-3, 1993

Upon written request of the employee, the Employer shall grant leaves in accordance with PL 103-3, 1993, hereinafter referred to as the Family Medical Leave Act (FMLA), to eligible employees who have worked for the Employer for at least twelve (12) months and at least 1250 hours during the past twelve months for full year employees and at least 1000 hours during the last twelve months for school year employees.

1. Leaves shall be granted for the following reasons:

- a. The serious health condition of the employee; or
- b. The serious health condition of the employee's spouse, parent, or child; or
- c. The birth of a child; or
- d. The placement of a child for adoption or foster care.

Child includes any individual under 18 for whom the eligible employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

2. Coordination with Other Forms of Leave and Paid Time Off.

FMLA leave is coordinated with other existing forms of leave and paid time off as follows:

- a. Work-related serious medical condition. When FMLA leave is used for the employee's serious health condition which is covered by the Workers' Disability Compensation Act, the provisions of that Act will apply.
- b. Serious medical condition of the employee, child, spouse or parent. When FMLA leave is used for the serious medical condition of the employee or to care for a family member with a serious medical condition, the employee is required to use up all but five (5) days of sick leave (when eligible) and vacation leave (when eligible) in that order, provided that when any of the unused sick leave days that would otherwise have been

required to be used up are utilized, they will not be considered to extend the Employer's obligation to pay for insurance coverage under Article XV.

- c. Birth, adoption, foster care of a child. When FMLA leave is taken for purposes of the birth or placement of a new child, the employee is required to use up vacation leave (when eligible).
 - d. All time off work which meets the definitions under FMLA will be charged against the yearly FMLA allowance. For example, whenever a Workers' Compensation leave, a disability leave, or any other sick leave is due to a serious medical condition, all time off will be charged against the employee's FMLA allowance. Likewise, if an employee takes vacation or uses other paid time off for any purposes covered by FMLA, all time taken will be charged against the employee's FMLA allowance. This subparagraph applies even when the employee makes no reference to FMLA at the time the employee requests or takes time off.
3. Medical/surgical benefits will be continued for the first twelve (12) weeks of the unpaid leave under the same conditions and at the same level as if the employee were still at work. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence or a serious health condition or circumstances beyond the employee's control) the Employer shall have the right to recover all premium payments made during the unpaid leave.
 4. The employee shall have the right to take the leave on a reduced or intermittent schedule. However, the Employer may place the employee in an alternate position temporarily, providing the employee is qualified, there are equivalent pay and benefits, and the position better accommodates recurring periods of leave than does the present position. The employee shall attempt to schedule this leave so as not to disrupt the continuity of services and instruction.
 5.
 - a. The Employer may require medical certification to support a request for a leave because of a serious health condition. A second or third opinion (at the Employer's expense) may also be required. When leave is required for a serious health condition, the employee should provide the medical certification as soon as possible, but not later than twenty (20) calendar days from the date the request for leave is made. The Employer may require that the U.S. Department of Labor approved form—WH-380 (certification of health care provider)—be utilized and fully completed.
 - b. Employees will be required, unless the Employer waives the requirement, to re-certify the need for the leave at least every thirty (30) days.
 - c. Fitness to Return to Work. Upon return to work from a leave due to an employee's serious health condition, the employee will be required to provide medical certification of his/her fitness for duty.

6. Seniority shall continue to accrue during the leave according to Article VI, Section A.1, and there shall be no loss of any previously accrued benefits.
7. Whenever practicable, the employee will provide the Employer at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request, the expected beginning date, the expected ending date, and whether or not the employee intends to use paid leave, if eligible, for any part of the leave.
8. Employees returning under the provisions of the Family Medical Leave Act shall be reinstated to the same or equivalent position with no loss of benefits.
9. If an employee believes there has been an improper application or violation of this section, he/she should first present the concern directly to the Superintendent or designee. If a satisfactory answer is not received within fifteen (15) working days of the discussion with the Superintendent or designee, the problem may be reduced to written grievance and shall be submitted at Level Two of the grievance procedure.

G. RETURNING FROM LEAVE

An employee who is returning from a leave of absence consisting of sixty (60) working days or less or returning from Family Medical or sick leave (paid or unpaid) will be returned to his/her same or equivalent position. In the event no such position is available, the employee returning from leave will be assigned to a position held by an employee with less seniority. Such position must have a wage rate equal to or greater than the position she/he held immediately prior to her/his leave of absence.

If there is no position that has the requirements stated above, the employee will be assigned to any position for which she/he is qualified and is vacant or held by an employee with less seniority.

An employee returning from a leave of absence other than Family Medical leave or sick leave or more than sixty (60) working days shall be returned to the first vacancy for which she/he is qualified.

ARTICLE X.
LEAVES OF ABSENCE WITH PAY

A. DEFINITIONS

1. "Immediate Family" shall mean father, mother, husband, wife, child, step-child, a child for which the employee has been appointed guardian by a court or agency, sister, brother, parent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandparents.
2. "Relative" shall mean uncle, aunt, first cousin, niece, and nephew.

3. "Hourly Rate" shall mean regular straight time hourly rate provided for in this Agreement and compensation or pay lost shall be for time lost from regular employment.

B. SICK LEAVE

1. Accumulation

Sick leave days shall accrue effective July 1 at the rate of twelve (12) days per year for 12-month employees and 10 days per year for 10-month employees. Employees employed after July 1 shall be granted, for the balance of that school year, as many sick leave days as there are months remaining in the year. (A day is equal to the number of regularly scheduled hours the employee works during a work week divided by five.)

The Employer will furnish to each employee the accumulated sick leave credit each has as of every October 1.

2. Maximum Accumulation

Any remainder of sick leave days granted in Section B.1. shall be credited and accumulated for additional absences due to personal disability, and the total number of days accumulated shall be unlimited.

3. Additional Absence Beyond Accumulated Days

Additional absences due to personal disability shall result in a loss of pay for that day as determined by Section A.3.

4. Immediate Family

The sick leave days of the current year may be used for a disability of a member of the immediate family. These days, so used, are not additional. Any unused portion of the twelve (12) days or ten (10) days will be allowed to accumulate.

5. Use/Abuse

Sick leave days may only be used in hourly increments. Any abuse of the sick leave provisions shall result in disciplinary action up to and including discharge.

6. Rights Reserved

The Mona Shores Board of Education reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on each individual case.

C. DEATH IN IMMEDIATE FAMILY NOT CHARGED TO SICK LEAVE

1. Absence of not more than five (5) consecutive days caused by a death in the immediate family shall be compensated at the hourly rate.
2. Additional absence shall result in deduction at the hourly rate.
3. Absence of not more than three (3) consecutive days caused by the death of a relative who has been living in the same home of the employee shall be compensated by payment at the hourly rate.
4. Absence of not more than one (1) day caused by the death of a relative.
5. No remainder of leave days granted in this Section (C) may be accredited or accumulated.
6. Rights Reserved

The Mona Shores Board of Education reserves the right to consider any bereavement issues extending beyond the limitations set forth herein on each individual case.

D. MISCELLANEOUS PROVISIONS

1. The Superintendent or designee shall certify to the legitimacy for a claim for compensation for absence covered in Sections B.4. and C. by entering on the payroll report the dates and causes for said absence providing the provisions covering absence due to the death or personal disability of a member of the immediate family are complied with.
2. Any employee whose personal disability extends beyond this period compensated under Section B shall be granted a leave of absence without pay under Article IX Sections C. and/or F. of this agreement.
3. Unused sick leave days may not be carried forward in the event of subsequent reemployment by this school system.
4. Any absence for causes other than those set forth in the preceding sections and paragraphs shall be subject to a conference between the absentee and the Superintendent or designee who shall determine what compensation, if any, shall be made for such absence; his/her decision being subject to approval by the Board of Education.
5. If an absence of more than the allotted days in Sections C.1. and C.3. is needed, additional days will be considered by the Superintendent or designee upon request.

E. PERSONAL BUSINESS DAY

1. Each July 1 an employee who is regularly scheduled to work more than 3.5 hours per day shall be granted one (1) paid personal business leave day for attending to business which cannot be done during non-work hours. Employees hired after January 1 will not receive a personal business day for the remainder of that school year.
2. Paraprofessionals who have five (5) or more years of seniority shall be granted a second paid personal business day. Paraprofessionals who have ten (10) or more years of seniority shall be granted a third paid personal business day. The third paid personal day must be used on a non-student day (i.e., snow day, in-service day, or a day school is not in session).
3. Personal business days may only be used in one-half (1/2) day or full day increments.
4. If the employee does not use his/her personal business day(s) by June 30 of the following year, they will be added to his/her accumulated sick leave days.
5. Notice of personal business leave request on a form developed by the district shall be given a minimum of two (2) days in advance of the requested leave date. Exceptions to the two (2) day advance notification may be granted by the Administration for emergency situations or extenuating circumstances.
6. Not more than ten percent (10%) of the employees in any classification may be absent due to Section E.1. on any day without the approval of the administration.

F. ABSENTEEISM

No employee shall be absent from regular duties for causes other than those set forth herein without first obtaining permission therefore. Absences must be reported at least thirty (30) minutes prior to the employee's scheduled starting time whenever possible.

G. PAYMENT

Paid days off under this Article shall be paid at the rate of the employee's straight-time hourly rate multiplied by the employee's regularly scheduled hours on the particular days off. For example, if an employee takes sick leave on a Monday, the sick pay would be for whatever the regularly scheduled hours are for Monday.

ARTICLE XI.
VACATION (PARAPROFESSIONALS EXCLUDED FROM THIS ARTICLE)

A. **LENGTH**

Effective on each July 1, the employee will be credited with the following paid vacation time, based on the number of months worked in the previous year (July 1 through June 30).

<u>Seniority</u>	<u>10-Month or Less Employee</u>	<u>12-Month Employee</u>
8 months through 8 years	5 days	10 days
9 through 15 years	10 days	15 days
16 years and over	15 days	20 days

Vacation time should be taken within a given school year (July 1 through June 30) and during school vacations. Deviations from this may be granted if approved in writing by the Superintendent or designee at least two (2) weeks before requested date(s).

B. **RATE OF PAY**

Vacation pay per day shall be the product of the employee's straight-time hourly rate and the number of regularly scheduled hours the employee works during a workweek divided by five (5).

ARTICLE XII.
HOLIDAYS

A. **HOLIDAY PAY**

Holiday pay for all employees with regular scheduled hours shall be:

Labor Day*	Day before New Year's
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	Fourth of July**
Day after Christmas	

The above days will not be in effect for that portion of the day that school is in session, if any.

* Applicable for paraprofessionals only if first paraprofessional work day occurs prior to Labor Day.

** For 12-month employees only.

B. CHRISTMAS/NEW YEAR'S ON FRIDAY TO MONDAY

When Christmas and/or New Year's Day falls on a Friday, Saturday, Sunday, or Monday, the employee shall be given the preceding workday and the following workday off from work with pay (e.g., Christmas Day on Friday would give Thursday, Friday and Monday off).

C. RATE OF PAY

The Holiday pay for each of the Holidays listed in Section A. for each employee shall be the product of: (1) the employee's straight-time hourly rate and (2) the regularly scheduled hours the particular holiday falls on. For example, Labor Day falls on Monday so the Holiday pay would be for whatever the regular scheduled hours are for Monday.

ARTICLE XIII.
HOURS OF WORK

A. WRITTEN NOTICE

The Employer will not change the present starting times or regular hours of work or the presently scheduled workweek without two (2) weeks prior written notice. Employees shall work all overtime hours.

B. BREAKS

Employees who regularly work more than twenty (20) hours per workweek shall receive two (2) paid breaks of 15 minutes each during each half of their shift at such times as are designed by the Employer. All other employees shall receive one 15-minute break on any day they work more than three (3) hours.

C. LUNCH PERIODS

All lunch periods will be at least thirty (30) minutes and shall be unpaid.

D. OVERTIME

Employees shall be paid overtime at one and one-half (1½) times their straight-time hourly rate for all hours worked in excess of forty (40) hours in a workweek.

E. SCHOOL CLOSINGS

All office personnel (secretaries, clerks and library/media coordinators) are required to work unless otherwise notified by the Administration. If office personnel are notified not to report to work (full or partial days) or are sent home early by the Administration due to inclement weather or mechanical failure, they will be paid for the regularly scheduled hours at their current hourly rate. Paraprofessionals are not required to work and will be paid for up to a maximum of 30 hours per year, provided that no such payment will be made if the lost time exceeds the State mandated days and hours.

F. JOB SHARING

With the approval of the Administration, two (2) bargaining unit members may agree to share an assignment/position that otherwise would be performed/occupied by a single bargaining unit member.

Each employee participating in a job sharing agreement will be credited with all provisions provided by this Agreement based on the number of hours each works.

In the event one of the employees participating in a job sharing agreement resigns or is terminated, the assignment/position will be declared vacant and posted according to Article VIII of this Agreement. The second employee sharing the job may apply for the original assignment/position. In the event she/he chooses not to apply or is not the successful applicant, she/he will be laid off and may assert her/his bumping rights under Article VII.

**ARTICLE XIV.
WAGE SCHEDULE**

A. STEP ADJUSTMENTS

Each July 1, each employee who was employed in a bargaining unit position prior to the immediately preceding January 1 shall be advanced one full step on the hourly rate schedule. There shall be no "half-steps".

Part-time employees shall be treated as full-time employees for the purpose of movement on the salary schedule.

B. PLACEMENT

The Employer may hire or transfer into this bargaining unit employees at a salary schedule step at or greater than Step 1.

C. WAGE RATES FOR OFFICE PERSONNEL AND PARAPROFESSIONALS

1. July 1, 2005 through June 30, 2006

<u>Step</u>	<u>Secretaries</u>	<u>Clerks & Media</u>	<u>Elementary Media</u>	<u>Paraprofessionals</u>
1	\$12.47	\$11.07	\$11.27	\$ 9.37
2	12.83	11.29	11.51	9.80
3	13.27	11.46	11.67	10.28
4	13.71	12.00	12.20	10.93
5	14.10	12.43	12.65	11.16
6	14.43	12.84	13.06	11.55
7	15.66	14.10	14.31	12.51

2. July 1, 2006 through June 30, 2007

<u>Step</u>	<u>Secretaries</u>	<u>Clerks & Media</u>	<u>Elementary Media</u>	<u>Paraprofessionals</u>
1	\$12.72	\$11.29	\$11.50	\$ 9.56
2	13.09	11.52	11.74	10.00
3	13.54	11.69	11.90	10.49
4	13.98	12.24	12.44	11.15
5	14.38	12.68	12.90	11.38
6	14.72	13.10	13.32	11.78
7	15.97	14.38	14.60	12.76

3. A certified assistant is defined as an employee who has certification in a specified area (i.e., certified occupational therapy assistant or a physical therapy assistant) and is working in that capacity. At the time the district decides to fill any of the "Certified Assistant" positions, the Employer and the Union will meet and negotiate a wage rate for the position.

D. LONGEVITY

1. Beginning with the eleventh (11th) year and eighteenth (18th) year of continuous and uninterrupted service to the Mona Shores Public Schools, eligible employees shall receive the following longevity payments:
- a. At least ten (10) years, but less than eighteen (18) years: One Hundred Fifty Dollars (\$150.00).
 - b. Eighteen (18) years or more: Three Hundred Dollars (\$300.00).
2. Eligibility
- a. Longevity pay shall be paid in July each year.
 - b. Eligible employees shall file written notification with the Personnel Office, indicating their eligibility for longevity pay, during the month of June the first year of their qualification.

E. RETIREMENT

An employee who retires under the provisions of the Michigan Public School Employees Retirement System, gives the Employer at least fifty (50) days advance written notice of resignation (the Superintendent may waive the 50-day requirement at his/her discretion due to extenuating circumstances), and has ten (10) or more continuous and uninterrupted years of service with the Mona Shores Public Schools immediately preceding retirement shall be paid Seventy Five Dollars (\$75.00) per year of service up to a maximum of Two Thousand Dollars (\$2,000.00).

Administration approved leaves of absence or time spent on layoff status shall not count toward years of service eligibility, nor shall these periods of time be construed to be an interruption of continuous service.

Any person employed as a bargaining unit member on or before June 1, 1995 will receive one-half (1/2) of a year credit toward the retirement benefit for each year worked at Mona Shores Public Schools in a non-bargaining unit position, provided such time, when combined with the bargaining unit work, is uninterrupted and consecutive.

Persons employed after June 1, 1995 will only receive years of retirement credit for time served in positions covered by the collective bargaining agreement.

**ARTICLE XV.
INSURANCE**

A. HEALTH

1. Office Personnel Who Work 25 or More Hours Per Week

The Employer will make available to the employee MESSA Super Care 1 Revised health insurance with \$100/\$200 Deductible, Preventive Care (Wellness) rider, XVA2 rider and \$5 generic/\$10 name brand Rx or MESSA Choices II for the duration of this Agreement for the employee and his/her eligible dependents. Each employee must select the coverage based on his/her need and family status.

- a. The Employer will contribute 95% of the Area A rate for MESSA Choices II for the coverage selected by the employee or the monthly amount listed below, whichever is lesser:*

	<u>July 1, 2005 – March 31, 2006</u>	<u>April 1, 2006 – June 30, 2007</u>
Single	\$449.30	\$506.59
Two Person	\$1,007.26	\$1,135.69
Family	\$1,119.11	\$1,261.80

*The parties have agreed that through June 30, 2007, the Employer's contribution will be at the monthly amount listed regardless whether 95% of Area A rate for MESSA Choices II is lesser.

- b. Employees not electing health insurance will receive One Hundred Fifty Dollars (\$150.00) per month in accordance with the District's Cafeteria Plan per Section 125 of the IRS Code of 1986.

2. Paraprofessionals Working 20 or More Hours Per Week and Office Personnel Working Less Than 25 but 20 or More Hours Per Week

- a. The Employer will make available to the employee MESSA Super Care 1 Revised health insurance with \$100/\$200 Deductible, Preventive Care

(Wellness) rider, XVA2 rider and \$5 generic/\$10 name brand Rx or MESSA Choices II for the duration of this agreement for each employee only. The Employer will contribute 95% of the Area A single subscriber rate for MESSA Choices II or the monthly amount listed below, whichever is lesser:*

<u>July 1, 2005-March 31, 2006</u>	<u>April 1, 2006-June 30, 2007</u>
\$449.30	\$506.59

*The parties have agreed that through June 30, 2007, the Employer's contribution will be at the monthly amount listed regardless whether 95% of Area A rate for MESSA Choices II is lesser.

- b. Employees selecting Two Person or Full Family coverage will pay the difference in the premium cost between the plan they choose and the Employer's contribution to the single subscriber rate by payroll deduction in accordance with the District's Cafeteria Plan per Section 125 of the IRS Code of 1986.
- c. Employees not electing health insurance coverage will receive One Hundred Dollars (\$100.00) per month in accordance with the District's Cafeteria Plan per Section 125 of the IRS Code of 1986.

B. DENTAL

1. Office Personnel Who Work 25 or More Hours Per Week

The Employer shall provide for each employee, his/her spouse, and his/her dependents the Delta Dental Plan 100/50/50/50, Class I/II/III, annual maximum of \$1000.00, Class IV lifetime maximum of \$500.00 including full COB.

2. Paraprofessionals Working 20 or More Hours Per Week and Office Personnel Working Less Than 25 But 20 or More Hours Per Week

The Employer shall provide "employee only" coverage of the Delta Dental Plan 100/50/50, Class I/II/III, annual maximum of \$1000.00.

C. VISION

The Employer shall provide MESSA vision care plan VSP-2 for all employees who work 20 or more hours per week.

D. LIFE

The Employer shall provide to the employee term life insurance protection in the amount of \$20,000 plus AD & D to be paid to the employee's designated beneficiary.

E. GENERAL PROVISIONS

1. In the event that an employee has exhausted paid sick leave, the above mentioned fringe benefits shall continue to be paid by the Employer the month it is exhausted plus the following month.
2. In the event an employee is terminated, laid off, dies, or resigns, the above fringe benefits shall continue until the end of the month in which the termination, layoff, death, or resignation is effective.
3. Open enrollment periods shall be September or within 30 days of hire date.
4. Employees who resign or retire and had health insurance coverage may extend it at their cost, plus a 2% administration fee, as per COBRA regulations.
5. The insurance benefits provided herein shall begin only after the employee has properly completed the necessary forms and the application has been accepted and approved by the carrier.
6. The provisions of this Article shall be controlled by the underwriter's requirements regarding benefits, eligibility and other matters.

F. COST CONTAINMENT CONSIDERATIONS

Both the Board/Administration and Union recognize the inherent responsibility of both parties to control escalating fringe benefit costs. To accomplish this goal, the Board may investigate and implement, for example, a MESSA Pak, at a future date provided actual significant savings occur.

It is clearly understood and agreed by both parties that, as the Board and/or the Union periodically review fringe benefit costs, the level of benefits/coverage may fluctuate and may not necessarily be the same each and every year, but in no event will the coverage be less than that provided in this contract unless the parties agree to a change.

ARTICLE XVI.
MISCELLANEOUS

A. UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building that may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events;
2. Notices of elections;
3. Notices of results of elections;
4. Notices of meetings.

B. JURY DUTY

An employee who serves on Jury Duty will be paid the difference between his/her pay for Jury Duty and his/her regular pay. If an employee is relieved from jury duty two (2) or more hours before the end of his/her regular shift, he/she shall report for work.

C. SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Union.

D. UNIT WORK

Supervisory employees and other employees not covered by the bargaining unit shall not perform any bargaining unit work which would cause the layoff or reduce the hours of any bargaining unit employees, except they may continue to perform those duties that have been the custom in the past, to fill in for absent employees, training and instructional work of an emergency nature, and work on new procedures, methods, or equipment.

E. CONTRARY TO LAW

If any provisions of this Agreement shall be found contrary to Federal, State, and/or General School law, then such provision shall not be deemed valid and subsisting except to the extent permitted by such laws.

F. IN-SERVICE

It is agreed by both parties that there may be times when the Administration determines it is necessary to provide in-service training for all, some, or individual staff members. If an employee perceives an individual need exists for additional training related to his/her current, assigned duties, the employee shall define the specific training needed with supportive rationale through a written request to the immediate supervisor.

The Administration will consider each individual request and make a final decision regarding its implementation and communicate the decision to the employee.

Employees required by the District to attend in-service training shall be released for such training without loss of pay. In the event that employees are required to attend in-service training on days when school is not normally in session, employees shall be compensated at the regular hourly rate for the time spent in training and, if the training is out of the Muskegon Metropolitan Area, for the time spent traveling to and from the training.

G. SMOKE AND TOBACCO FREE ENVIRONMENT

The Mona Shores Secretarial, Clerical and Paraprofessional Association (MESPA) and the Board of Education of the Mona Shores Public Schools hereby agree a smoke and tobacco-free environment is a positive method of promoting health, wellness and

awareness. In order to accomplish and implement this environment, it is mutually understood and fully agreed by both parties that the Board of Education shall have the right to develop, approve and implement a policy, rules and regulations establishing all Mona Shores Public Schools buildings, grounds and vehicles as smoke and tobacco-free at all times. This policy, its rules and regulations shall be applicable to all persons who may utilize the district's buildings, grounds or vehicles.

H. CRIMINAL HISTORY RECORD CHECKS

The Employer agrees to pay the cost for current employees for the fees charged to have criminal history record checks conducted by the Michigan State Police and the Federal Bureau of Investigation as required under 2005 PA 129-131 and 138.

ARTICLE XVII.
EMPLOYER RIGHTS

A. AUTHORITY

The Union recognizes that the Employer, on its behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by General School Law and the Constitution of the State of Michigan and of the United States.

B. MANAGEMENT

Except as expressly abridged or modified by this Agreement or by Act 379, the powers, rights, authorities, duties, and responsibilities shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the Employer.
2. Direct the working forces, including the right to hire, promote, suspend, and discharge employees for just cause, transfer employees, assign work to employees (if above the employee's division, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with layoff and recall provisions of this Agreement.
3. 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, the institution of new and/or improved methods or changes therein.
4. Adopt reasonable rules and regulations.
5. Determine the qualifications of employees, including physical conditions.

6. Determine the number and locations or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and relocations or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
7. Determine the place of operations, production, service, maintenance, or distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection, testing, or training of employees, providing that such selection shall be based upon lawful criteria.

ARTICLE XVIII.
NO STRIKES

For the term of this Agreement, the Union, its officers and its members, individually and collectively, agree that neither it nor they will cause, permit, or take part in any sit-down, stay-in, or slow-down, or any curtailment of work, or restriction of service, or interference with education of the children. The Union, its officers, and its members will not cause, or permit its members to cause, nor will any member of the Union take part in, any strike or stoppage of any of the Employer's operations, or picket any of the Employer's premises or interfere with the peaceful operation of the Employer.

ARTICLE XIX.
WAIVER

The parties agree that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as may be expressly provided for herein, or with respect to any other matter or subject not specifically referred to or covered in this Agreement.

ARTICLE XX.
DURATION AND TERMINATION

- A. This Agreement is effective July 1, 2005 and shall continue until midnight June 30, 2007, at which time it shall terminate whether or not any notice of termination has been served on either party by the other.

- B. Commencing no later than April 2007, the parties shall meet and arrange for negotiations of the next collective bargaining agreement.
- C. It is clearly understood and agreed by both parties that the changes made to hourly wages are retroactive to July 1, 2005, except that the modifications to the hourly wages will not be applicable to individuals whose employment with the District terminated prior to the date of ratification for a reason other than retirement. The modifications to all other provisions are effective the date this Agreement is ratified by the parties or on the date specifically indicated in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

BOARD OF EDUCATION OF THE DISTRICT OF MONA SHORES PUBLIC SCHOOLS:

By _____
President

By _____
Superintendent

Date Ratified: _____

MONA SHORES SECRETARIAL, CLERICAL, PARAPROFESSIONAL ASSOCIATION, MEA/NEA:

By _____
President

By _____
Secretary

By _____
Uniserv Director and Chief Negotiator

Date Ratified: _____

LETTER OF UNDERSTANDING
between
Mona Shores Public Schools
and the
Mona Shores Secretarial, Clerical, Paraprofessional Association

RE: Definition of Bargaining Unit

In order to resolve the matter pending before the Michigan Employment Relations Commission and to reach an understanding of the meaning of the phrase in Article I – Recognition:

“but excluding the High School Office Manager, all secretarial and clerical positions working in the Administration Building prior to August, 1981, confidential employee”

the parties hereby agree that the following list (which includes the names of the persons currently holding the position) constitutes a complete listing of the excluded positions.

Payroll Secretary	Lynda Fitzpatrick
Accounts Payable	Sandy Verhoven
Accounting Clerk/P.O. Work/Reports	Tammie Mathews
Switchboard	Roger LeMieux
Substitute Calling	Carol Hussong
Printing	Pam Wescott
Superintendent’s Secretary	Susan Smith
Personnel Coordinator	Barbara Gibner
Pupil Support Services Secretary	Judy Lee
Pupil Support Services Secretary/Clerk	Marcia Woodworth
Pupil Support Services Clerk	Becky Wahr
Secretary to Assistant Superintendent	Sue McAvoy
High School Principal Secretary	Marsha Butzer
Mail Run	Kelly Morehouse

It is also agreed that the Board, if the need arises, may redefine the job titles/roles of these fourteen (14) positions without jeopardizing the exclusion provision. In addition, it is agreed that the District Level Technology Specialists are not included in the unit as they are not considered to be secretarial or clerical in nature.

It is further agreed that any secretarial and/or clerical positions created in the Administration Building in addition to the fourteen (14) listed above will be considered as positions covered by the Master Agreement between the parties.

For the Board of Education:

Kenneth Walcott

Date: 6/3/94

For the Association:

Harrison Sikkenga

Date: 6/3/94