

Agreement Between
Mona Shores Board of Education,
Mona Shores Office
and Paraprofessional Association - MEA/NEA

August 16, 2018 - August 15, 2019

Inspiring excellence, building character, and impacting the future through
academics, arts, and athletics....Mona Shores!

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**AGREEMENT BETWEEN
MONA SHORES BOARD OF EDUCATION AND
MONA SHORES OFFICE AND PARAPROFESSIONAL ASSOCIATION, MEA/NEA**

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 Office and 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-87-0-120 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 Music Accompanist, High School Principal's Administrative Assistant, District Level Technology Specialists, 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.

*This exclusion consists of a total of fourteen (14) clerical positions from the following departments: Superintendent; Business; Human Resources; Special Education; Curriculum, Instruction and Assessment.

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 MEMBERSHIP 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, insurance options, annuity programs, credit union, and any other plans or programs approved by the Employer.

B. UNION MEMBERSHIP

Each individual hired, rehired, reinstated or transferred into a bargaining unit position may join the Association.

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)

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.

A Union representative shall have the opportunity to be present at the discussion. Any settlement shall not be contrary to any of the terms of this Agreement.

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 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. above. The decision of the Superintendent or designee shall be given, in writing, five 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 prior to 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 three (3) 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) prior to April 15 of the evaluation year.

A copy of the performance review shall be submitted to the employee during a conference scheduled between the building principal and the employee within five (5) working days of the time it is reduced to writing. The conference will be at a mutually agreeable time if outside the school day. 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.

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 a representative of the Union present during any

investigatory or disciplinary meeting. The employee will be notified of this right prior to the investigatory/disciplinary meeting taking place when it pertains to that employee. 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 one (1) working day to secure a Union representative and the administrator will normally convene a meeting within one (1) working day 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

"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. Should two employees be hired on the same day, the employees' positions on the seniority list shall be determined by the chronological (date and time) order in which they submit a completed application packet. Time spent on layoff and leaves of absence shall not be an interruption in service, and seniority shall continue to accrue.

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.

"Classification seniority" shall mean the length of uninterrupted service with the Employer in the classification in which the employee currently works.

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: If the employee quits.

If the employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

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.

If the employee retires.

If the employee fails to return from sick leave or leave of absence, it will be treated the same as Section B above.

If the employee is laid off for more time than the employee was employed by the Employer.

C. SENIORITY LISTS

The Employer shall maintain two (2) seniority lists according to the classifications in Article VII, Section C. The two (2) seniority lists will show the name, home address, seniority, classification seniority and job title for each employee in the bargaining unit entitled to seniority.

The Seniority List in Section C above for Office Personnel shall be determined by starting with the "Seniority Date" listed on the seniority list dated January 1, 1981.

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:

The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and

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.

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.

A. APPLICATION OF SENIORITY

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 classification seniority, meets the qualifications and has the skills and abilities to perform the job in a satisfactory manner. Staff with the least amount of classification seniority will be laid off first within each job title in each classification

| <u>CLASSIFICATIONS</u> | <u>OFFICE PERSONNEL</u> | <u>PARAPROFESSIONAL</u> |
|------------------------|----------------------------|--|
| JOB TITLES | Library Media Coordinators | Curriculum / Instruction |
| | Office Clerks | Special Education |
| | Secretaries | Middle School 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 classification 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:

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.

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.

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.

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.

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.

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.

When the working force is increased after a layoff, employees who are on layoff with the most classification 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 A 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.

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.

B. CROSSOVER

There will be no crossover between any classification without the expressed written approval of the Superintendent/Designee. 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 otherwise provided or the Superintendent/designee is willing to consider it.

A. TRANSFERS OUT OF UNIT

An employee who transfers to a position with the Employer not included in the bargaining unit and thereafter transfers back to a position within the unit shall retain all rights accrued for the purposes of any benefits provided for in this Agreement except seniority. Such employee's return to a bargaining unit position shall not cause the layoff of any bargaining unit member and may only be to a vacant position, if a vacancy exists.

B. TRANSFER WITHIN UNIT

The Employer agrees that prior to transferring or assigning any employee or group of employees other than on a temporary basis from one job title to another or from one location to another, the Association will be notified.

C. POSTING

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..

Notices of all vacancies shall be sent electronically to all bargaining members at least five (5) working days prior to filling such vacancy or position. The Employer shall provide the Union President with a copy of each posting. All postings may be internal and external at the discretion of the Board.

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 .

D. APPLICATION

In the event of a vacancy, all employees shall be given the opportunity to bid on the vacancy, provided that if an employee bids on 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 meets 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 Article VII, Section C 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 which is posted within the next twelve (12) months.

The district shall have the right to select the candidate, internal or external, that is the best fit for the open vacancy as long as it does not create a current employee to be laid off. If in the opinion of the District two (2) or more of the candidates are equally qualified for the position, the senior internal candidate will be awarded the position.

E. TEMPORARY POSITIONS

DEFINITIONS:

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. The 90 day period can be extended by mutual agreement of the Employer and the Union.

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.

The employer shall have the right to assign bargaining unit members to temporary positions or as substitutes in 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 or during the first four (4) consecutive days if assigned to a higher job title. If the assignment exceeds four (4) consecutive days on a higher job title, the employee will be paid at the minimum rate of pay for the position to which he/she is assigned or his/her regular rate of pay, whichever is greater. 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.

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

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.

A leave of absence not to exceed one (1) year shall be granted in the event an employee becomes a full-time Union representative.

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

Each employee shall be granted up to three (3) days of unpaid leave per school year provided that the employee secures a substitute for such days prior to requesting unpaid leave time and the request is made within the timeline. Notice of unpaid leave request, on a form developed by the district, shall be given a minimum of two (2) days in advance of the requested unpaid leave date. Exceptions to the two (2) day advance notification may be granted by the Administration for emergency situations or extenuating circumstances. If no substitute is secured the leave must be approved by the building principal. If a substitute is secured at the time of the request and the substitute is transferred to another position or cancels for any reason, the leave shall be granted.

Any request for a leave, after the three (3) days, of 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 shall 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 IX shall be without pay.

F. FAMILY MEDICAL LEAVE

Bargaining unit members who have been employed by the Board 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, shall be eligible for unpaid family medical leave in accordance with the Family and Medical Leave Act ("FMLA"). The Board will use the "rolling back" method for calculating available leave.

Leaves shall be granted for the following reasons: The serious health condition of the employee:

The serious health condition of the employee's spouse, parent, or child; The birth of a child;

The placement of a child for adoption or foster care;

To care for a spouse, parent, child, or next of kin who is a covered servicemember. A covered service

member is either (1) a current member of the Armed Forces who incurred or aggravated a serious illness or injury in the line of duty on active duty; may be medically unfit to perform the duties of his office, grade, rank or rating because of the serious illness or injury; and is undergoing medical treatment, recuperation or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness; or (2) a veteran of the Armed Forces who incurred or aggravated a qualifying injury or illness in the line of duty on active duty; is undergoing medical treatment, recuperation or therapy for a serious injury or illness; and was a member of the Armed Forces at any time during the 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

For an employee's "qualifying exigency" resulting from the fact that the employee's spouse, parent, child (1) is a member of a regular component of the Armed Forces and is deployed (or has been notified of an order of deployment) with the Armed Forces to a foreign country; or (2) is a member of a reserve component of the Armed Forces and is deployed (or has been notified of an order of deployment) with the Armed Forces to a foreign country under a call or order to active duty. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment and reintegration briefings.

For purposes of FMLA leave taken for birth, adoption or foster care placement or to care for a child with a serious health condition, "child" includes a biological, adopted or foster son or daughter, or a person for whom the eligible employee serves in loco parentis, who is either (1) under 18 years of age or (2) 18 years of age or older but incapable of self-care because of physical or mental disability. For purposes of FMLA leave to care for a covered service member or for a qualifying exigency, "child" includes a biological, adopted or foster son or daughter or a person for whom the eligible employee serves in loco parentis.

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:

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.

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.

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).

Service member leave. When FMLA leave is used to care for an ill or injured service member, 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.

Qualifying exigency leave. When FMLA leave is taken for a "qualifying exigency," the employee is required to use up vacation leave (when eligible).

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.

Medical/surgical benefits will be continued for the first twelve (12) weeks (or twenty-six weeks for service member leave) 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.

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.

- a. The Employer may require certification to support a request for FMLA leave. In certain circumstances, a second or third opinion (at the Employer's expense) may also be required. When certification is required, the employee should provide the 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 be utilized and fully completed.
- b. Employees will be required, unless the Employer waives the requirement, to recertify the need for the leave as permitted by law.
- 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.

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.

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 more paid leave than is otherwise required, if eligible, for any part of the leave .

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.

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. An employee may also file a complaint with the U.S. Department of Labor or in an appropriate court. No employee will be retaliated against for making a good faith complaint under the FMLA.

G. RETURNING FROM LEAVE

An employee who is returning from a leave of absence consisting of one (1) year 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 one (1) year shall be returned to the first vacancy for which she/he is qualified.

ARTICLE X. LEAVES OF ABSENCE WITH PAY

A. DEFINITIONS

"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.

"Relative" shall mean uncle, aunt, first cousin, niece, and nephew.

"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

Accumulation:

Sick leave days shall accrue effective July 1 at the rate of eleven (11) days per year for 12-month employees and nine (9) 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.

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.

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.

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 eleven

(11) days or nine (9) days will be allowed to accumulate.

Use/Abuse

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

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. BEREAVEMENT LEAVE

Absence of not more than five (5) consecutive days caused by a death in the immediate family shall be compensated at the hourly rate.

Additional absence shall result in deduction at the hourly rate.

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.

Absence of not more than one (1) day caused by the death of a relative.

Absence of not more than one (1) day caused by the death of a friend per fiscal year. The district reserves the right to request proof of funeral attendance.

No remainder of leave days granted in this Section (C) may be accredited or accumulated.

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

The Superintendent or designee shall certify to the legitimacy for a claim for compensation for absence covered in Sections 8.4. 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.

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 E. of this agreement.

Unused sick leave days may not be carried forward in the event of subsequent reemployment by this school system.

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.

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

Each July 1 an employee who is regularly scheduled to work 3.5 hours or more per day shall be granted two (2) 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.

Paraprofessionals who have five (5) or more years of seniority shall be granted a third paid personal business day. Paraprofessionals who have ten (10) or more years of seniority shall be granted a fourth paid personal business day.

Personal business days may only be used in one-half (1/2) day or full day increments.

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. At the end of each school year, each employee will have the option to be compensated for any unused personal days at the rate of \$60.00 per day, prorated for employees working less than full-time. This payout will occur on the second pay in June for 10 month employees and on the first payroll in July for 12 month employees and must be requested by the employee in writing.

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.

Not more than ten percent (10%) of the employees in any classification may be absent due to Section E. I. 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

A. LENGTH

Effective on each July 1, an employee, with a job title of Clerk or Secretary, will be credited with the following paid vacation time, based on the number of months worked in the previous school year (July 1 through June 30).

| Classification: | 10-Month or Less | 12-Month |
|--------------------|------------------|-----------------|
| <u>Seniority</u> | <u>Employee</u> | <u>Employee</u> |
| 8 months - 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).

Beginning with the 2016-17 school year, Paraprofessional employees with 8 months or more service to the District will be granted one paid vacation day per school year to be taken on a non-student day (i.e., Christmas break, Mid-winter break, Spring break).

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

C. 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 | Martin Luther King Day |
| Day before Christmas | Good Friday |
| Christmas Day | Memorial Day |
| Day after Christmas | Fourth of July** |

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.

D. 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).

E. 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 all hours up to the maximum hours allowed by law, 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 may be eligible for one full step on the hourly rate schedule.

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

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.

2018-2019 Wages

| <u>Step</u> | <u>Secretaries</u> | <u>Clerks & Media</u> | <u>Elementary Media</u> | <u>Paraprofessionals</u> |
|-------------|--------------------|---------------------------|-------------------------|--------------------------|
| 1 | \$13.56 | \$12.05 | \$12.26 | \$10.30 |
| 2 | 13.97 | 12.29 | 12.51 | 10.77 |
| 3 | 14.44 | 12.46 | 12.69 | 11.30 |
| 4 | 14.92 | 13.05 | 13.27 | 12.02 |
| 5 | 15.35 | 13.52 | 13.76 | 12.26 |
| 6 | 15.69 | 13.98 | 14.21 | 12.29 |
| 7 | 17.04 | 15.35 | 15.57 | 13.75 |
| 8 | 17.89 | 16.12 | 16.35 | 14.44 |

D. LONGEVITY

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: Two Hundred One Dollars (\$201.00).
- b. Eighteen (18) years or more: Four Hundred Two Dollars (\$402.00).

It is also agreed that the above longevity amounts will increase the same percentage as the wage base increase if there is an wage increase.

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.
- c. Longevity will be granted in relation to the employee's longevity during the 2018-19 school year and continue through the length of the contract.

E. RETIREMENT

Effective May 1, 2010, 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 consecutive and uninterrupted years of service with the Mona Shores Public Schools immediately preceding retirement shall be paid the greater of:

Seventy-Five Dollars (\$75.00) per year of service up to a maximum of Two Thousand Dollars (\$2,000.00); or

Five Dollars (\$5.00) per hour for accumulated sick time up to a maximum of Three Thousand Dollars (\$3,000.00).

Effective July 1, 2013:

Seventy-Five Dollars (\$75.00) per year of service up to a maximum of Three Thousand Dollars (\$3,000.00); or

Five Dollars (\$5.00) per hour for accumulated sick time up to a maximum of Four Thousand Dollars (\$4,000.00)

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. EMPLOYEES HIRED INTO A BARGAINING UNIT POSITION PRIOR TO JULY 1, 2008

1. HEALTH

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

9/01/2018 - 8/31/2019

Choices II w/ \$10 generic/ \$20 name brand
w/ \$300 600

OR

MESSA ABC II Plan
\$2,000 \$4,000 HSA

For the 2017-18 School Year, the OP Leadership and the District will choose insurance coverage from a mutually agreed upon insurance plan(s).

Those OP members choosing the MESSA Choices II will be responsible for the difference in cost between the two plans. The District's maximum contribution towards health insurance coverage will be 80% of the cost of the MESSA ABC II Plan OR the CAP amount determined annually by the State, whichever the Board of Education determines is in the best interest of the District. For the 2016-17 school year, 80/20 will be in effect.

For OP members who elect the MESSA ABC II Plan, the District will fully fund their deductible contribution. Payments toward funding that deductible contribution will be made into the employees' individual HSA accounts, with the annual payment being made with the first payroll in January of each year.

The employee's premium contribution will be payroll deducted, in equal amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to

withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's Health Savings Accounts.

Employees may contribute, through payroll deduction and electronic transfer additional money towards their Health Savings Account up to the maximum amounts allowed by Federal law.

At the option of the employee, a member may choose a vendor of their choice to administer their Health Savings Account.

Employees not electing health insurance will receive One Hundred and Twelve Dollars (\$112.00) per month in accordance with the District's Cafeteria Plan per Section 125 of the IRS Code of 1986.

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

9/01/2018 - 8/31/2019

Choices II w/\$10 generic/\$20 name brand w/\$300-600

OR

MESSA ABC II Plan
\$2,000 | \$4,000 HSA

For the 2017-18 School Year, the OP Leadership and the District will choose insurance coverage from a mutually agreed upon insurance plan(s).

Those OP members choosing the MESSA Choices II will be responsible for the difference in cost between the two plans. The District's maximum contribution towards health insurance coverage will be 80% of the cost of the MESSA ABC II Plan OR the CAP amount determined annually by the State, whichever the Board of Education determines is in the best interest of the District. For the 2016-17 school year, 80/20 will be in effect.

For OP members who elect the MESSA ABC II Plan, the District will fully fund their deductible contribution. Payments toward funding that deductible contribution will be made into the employees' individual HSA accounts, with the annual payment being made with the first payroll in January of each year.

The above is for the duration of this Agreement for each employee only.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan II, the deductible will automatically adjust to meet the federal minimum requirement.

The employee's premium contribution will be payroll deducted, in equal amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's Health Savings Accounts.

Employees may contribute, through payroll deduction and electronic transfer additional money towards their Health Savings Account up to the maximum amounts allowed by Federal law.

At the option of the employee, a member may choose a vendor of their choice to administer their Health Savings Account.

Employees not electing health insurance coverage will receive One Hundred and Twelve Dollars (\$112.00) per month in accordance with the District's Cafeteria Plan per Section 125 of the IRS Code of 1986.

2. DENTAL

a. 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 Wiii, annual maximum of \$1000.00
Class IV lifetime maximum of \$500.00 including full COB.

For the 2017-18 School Year, the OP Union Leadership and the District will choose vision insurance coverage from a mutually agreed upon insurance carrier.

b. 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 I 00 50 50

Class I/II/III, annual maximum of \$1000.00 .

Employees who select cash in lieu of health insurance shall pay a co-pay of 10% premium or \$10, whichever is greater.

3. VISION

The Employer shall provide VSP-3 Platinum for all employees who work 20 or more hours per week. Employees who select cash in lieu of health insurance shall pay a co-pay of 10% premium or \$2, whichever is greater.

For the 2017-18 School Year, the OP Union Leadership and the District will choose vision insurance coverage from a mutually agreed upon insurance carrier.

B. EMPLOYEES HIRED INTO A BARGAINING UNIT POSITION AFTER JUNE 30, 2008

1. HEALTH

a. Office Personnel Who Work 32 or More Hours Per Week and Paraprofessionals Who Work 25 or More Hours Per Week

9 01 2018- 8 31 2019

Choices II w/\$10 generic/\$20 name
brand w/\$300/600

OR

MESSA ABC II Plan
\$2,000/\$4,000 HSA

For the 2017-18 School Year, the OP Leadership and the District will choose insurance coverage from a mutually agreed upon insurance plan(s).

Those OP members choosing the MESSA Choices II will be responsible for the difference in cost between the two plans. The District's maximum contribution towards health insurance coverage will be 80% of the cost of the MESSA ABC II Plan OR the CAP amount determined annually by the State, whichever the Board of Education determines is in the best interest of the District. For the 2016-17 school year, 80/20 will be in effect.

For OP members who elect the MESSA ABC II Plan, the District will fully fund their deductible contribution. Payments toward funding that deductible contribution will be made into the employees' individual HSA accounts, with the annual payment being made with the first payroll in January of each year.

For the duration of this Agreement the above is for each employee only.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan II, the deductible will automatically adjust to meet the federal minimum requirement.

The employee's premium contributions will be payroll deducted, in equal amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's Health Savings Accounts.

Employees may contribute, through payroll deduction and electronic transfer additional money towards their Health Savings Account up to the maximum amounts allowed by Federal law.

At the option of the employee, a member may choose a vendor of their choice to administer their Health Savings Account.

Employees not electing health insurance coverage will receive One Hundred and Twelve Dollars (\$112.00) per month in accordance with the District's Cafeteria Plan per Section 125 of the IRS Code of 1986.

C. 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.

D. GENERAL PROVISIONS

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.

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.

Open enrollment periods shall be October or within 30 days of hire date.

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.

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.

The provisions of this Article shall be controlled by the underwriter's requirements regarding benefits, eligibility and other matters.

Employee contributions to insurance premiums may be processed by payroll deduction in accordance with the District's Cafeteria Plan per Section 125 of the IRS Code of 1986.

E. 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. ELEMENTARY MEDIA CLERKS

Beginning with the 2016-17 School Year, elementary media clerks will be given 12.5 additional hours of work both in the fall and in the spring to use toward preparation planning for Fall & Spring Book Fairs. However, in exchange for those 25 total additional hours during a peak time, media clerks will end their contracted time on the last student day of school each year. Thus the net additional hours total 7.5 per position. If the school chooses to only hold one book fair, the additional 12.5 hours given for the second book fair can be distributed throughout the school year with agreement between the Principal and Media Clerk.

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 Office and Paraprofessional Association (MSOP) 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.

I. IDENTIFICATION BADGES

All staff members will wear their badge in a visible manner. They will be worn using a clip, a lanyard, a retractable belt clip or other appropriate device. If the badge is not visible, the staff members must be able to immediately produce it if asked.

If a staff member forgets his/her badge, he/she must use a generic badge available in the office. This badge will not have the memory chip in it but will serve as visible notice that this is a staff member.

If a badge is lost, stolen or damaged, staff should use a badge from the office until a replacement is obtained. The affected staff person should contact the Technology Department for a replacement badge with a clip. Contact Human Resources if you want a belt clip or a lanyard. There is no cost to the employee.

If the District feels that an employee is abusing the badge system, the District will hold a meeting with the employee and an Association representative before any disciplinary action is taken.

J. EMERGENCY MANAGER

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act shall be allowed to reject, modify, or terminate this collective bargaining agreement as provided in the Act.

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:

Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the Employer.

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.

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.

Adopt reasonable rules and regulations.

Determine the qualifications of employees, including physical conditions.

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 sub-divisions, buildings, or other facilities.

Determine the place of operations, production, service, maintenance, or distribution of work, and the source of materials and supplies.

Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

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.

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

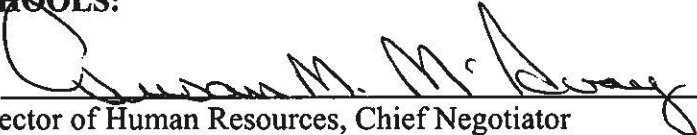
This agreement is effective August 16, 2018, and shall continue until midnight August 15, 2019, at which time it shall terminate whether or not any notice of termination has been served on either party by the other.

Commencing no later than May 2018, the parties shall meet and arrange for negotiations of the next collective bargaining agreement.

It is clearly understood and agreed by both parties that unless a date is specifically indicated in the agreement (e.g. various insurance provisions in ARTICLE XV) and the modifications that were made to any other provisions is the date this agreement is ratified by both parties.

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

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

By 
Director of Human Resources, Chief Negotiator

Date Ratified: August 15, 2018

MONA SHORES OFFICE AND PARAPROFESSIONAL ASSOCIATION, MEA/NEA:

By 
OP President, Chief Negotiator

Date Ratified: August 15, 2018