

# **AGREEMENT**

BETWEEN THE

**MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION**

AND THE

**MUSKEGON AREA INTERMEDIATE  
PARAPROFESSIONAL ASSOCIATION**

**2010-2012**

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## **AGREEMENT**

This Agreement is entered into between the MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT, (hereinafter referred to as the "Employer"), and the MUSKEGON INTERMEDIATE PARAPROFESSIONAL ASSOCIATION, (hereinafter referred to as the "Union"), a local affiliate of the Michigan Education Association/National Education Association.

## **PURPOSE AND INTENT**

It is the purpose and intent hereof that the parties continue to recognize that their common objective is to provide an excellent educational program; that this Agreement shall promote mutual cooperation and further the welfare of the Employer and its employees; ensure a spirit of confidence and cooperation between the Employer and its agents and employees; set forth the general policy of the Employer on personnel matters and procedures; establish rates of pay and conditions of work; provide for a disposition of grievances and to provide for the efficiency of mutual services.

**ARTICLE I**

**RECOGNITION**

- 1.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below.
- 1.2 All full-time and regularly scheduled part-time instructional assistants employed by the Employer in special education instructional programs, but excluding substitute employees, administrative employees, supervisors, office clerical employees, and all other employees.

In the event a member of the bargaining unit completes a program for the training of paraprofessionals employed in special education programs offered by Muskegon Community College, Grand Valley State University, Baker College, Aquinas College, Hope College, Calvin College, or any other school or institution of higher education agreed upon by the Employer and Union, or the bargaining unit member obtains from any such school or institution of higher education a certified statement that his/her prior job experience, academic and other training is equivalent to completion of the paraprofessional program which it offers, Employer shall recognize such employee as a "paraprofessional" and establish a new classification within the bargaining unit.

## ARTICLE II

### UNION RIGHTS AND SECURITY

- 2.1 Special Conferences. Special conferences may be arranged between the Union President or designee and the designated representative of the Employer upon the mutual agreement of the parties. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer.
- 2.2 Bulletin Board. The Employer will provide a bulletin board in each of the Employer's buildings, which shall not be reserved for the exclusive use of the Union, to be used by the Union for posting notices of Union meetings and other official Union business.
- 2.3 Use of Facilities. The Union shall have the right during hours the building is open for business to use school facilities for meetings, by advance arrangement with the Employer, and provided further that the meetings are held before or after regular school hours.
- 2.4 Use of Equipment. The Board's duplicating equipment and small office machines located in classroom buildings shall be made available for use by the Union at reasonable times, when not otherwise in use, provided that advance arrangements are made with the Employer, while this contract is in full force and effect. The Union shall pay the cost of all materials and supplies incident to such use.
- 2.5 State and National Representatives. Duly authorized representatives of the Union may attend local Union meetings at school facilities. Upon arrival, such representatives shall notify the Employer of their presence in the building.
- 2.6 Union Representation. Employees shall be represented by an Association Representative, by an Alternate Representative, or by a member of the Grievance Committee. Both Representatives and Alternate Representatives, and Grievance Committee persons shall be regular employees of the bargaining unit. The Union shall furnish, in writing, to the

Employer, the names of all officers, committee chairpersons, representatives, and alternate representatives upon their election or appointment. The Union will furnish the Employer with the names of its bargaining team.

No member of the committee or any Union representative will be paid for any time spent in collective bargaining. The Employer will pay for loss of time for the grievant and one (1) Union representative while processing a grievance only where it is determined by the Employer that the grievance cannot be handled outside of working hours. Supervisors shall consider reasonable requests for time during working hours to process grievances.

Nothing herein contained shall abridge the right of the individual employee to process is/her own grievance without intervention of the Union upon notifying the Employer of his/her intent, provided the adjustment is not inconsistent with the terms of this Agreement and provided further that the Union has been given the opportunity to be present at such adjustment.

2.7 The Union President or Chairperson of the Grievance Committee, or an MEA representative, with advance permission from the Employer, may enter the Employer's facilities to:

- (a) Post official Union notices
- (b) Investigate grievances or complaints
- (c) Attend Employee-Union meetings

2.8 Association Leave. With the written approval of the Association President, the Association shall be eligible to receive an accumulative total of ten (10) leave days per year. The purpose for such leave is to conduct Association business. Each of the leave days (total of ten (10)) shall be applied for, on the form provided by the Board, at least five (5) working days prior to the date of such leave, or as soon as possible, in cases of unexpected

Association business. The leave days shall be granted with pay, and the cost of substitutes, if required at the discretion of the Administration, shall be reimbursed to the Board by the Association.

**ARTICLE III**

**EMPLOYER RECOGNITION AND RIGHTS**

3.1 The Union recognizes that the Board has the responsibility and the authority to manage and direct all of the operations and activities of the District to the full extent authorized by law and that, except as otherwise modified by a specific term of this Agreement, the Board retains all such rights. These rights, except as so modified herein, include, but are not limited to, the right to:

- A. The executive management and administrative control of the District, its properties and facilities, and the activities of its employees during their working hours.
- B. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to the promotion or transfer of all such employees.
- C. Establish levels and courses of instruction, including special programs, and to provide for the athletic, recreational and social events for students, all as deemed necessary and advisable by the Board.
- D. Decide upon the means and methods of instruction, the selection of textbooks, and other teaching materials, and use of teaching aids of all types.
- E. Determine class schedules, hours of instruction and the duties, responsibilities and assignments of employees with respect thereto and with respect to administrative and non-teaching activities.
- F. Determine the number and location of its facilities.
- G. Determine the transfer or subcontracting of work.
- H. Discipline or discharge for just cause. The exercise of the powers, duties



and responsibilities of the Board, the adoption of policies, rules and regulations in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

3.2 Except as otherwise provided herein, all rules, regulations, policies, procedures, and practices of the Board shall remain in full force and effect and may be changed and updated from time to time; but in no way shall they conflict with any of the provisions set forth in this Agreement.

## ARTICLE IV

### UNION SECURITY AND DUES CHECKOFF

- 4.1 All members of the bargaining unit who have elected membership in the Union at the time of ratification of this Agreement shall as a condition of continued employment maintain their membership in the Union throughout the term of this Agreement, insofar as the payment of current union dues or assessments as required by the Union Constitution and Bylaws.
- 4.2 Upon completion of an employee's probationary period, he/she shall be eligible for Union membership and once becoming a member shall maintain this membership as a condition of continued employment throughout the term of this Agreement insofar as the payment of Union dues or assessments required of all Union members.
- 4.3 Any employee not wishing to continue membership in the Union may discontinue membership by notifying the Union and Employer in writing within the thirty (30) day period immediately preceding the expiration of this Agreement.
- 4.4 Upon written authorization of the employee, the Employer agrees to deduct Union dues and other assessments, as uniformly levied and officially designated by the Union on the first and second pay period of each month and shall pay same to the Treasurer of the Union promptly.
- 4.5 An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
- 4.6 The Union agrees to indemnify and hold the Employer harmless, including its attorney fees, for any and all claims arising out of its agreement to deduct dues and assessments under this Article.

**ARTICLE V**

**NO STRIKE - NO LOCKOUT**

- 5.1 The Union, its officers, agents, members, and employees covered by this Agreement agree that so long as this Agreement is in effect, there shall be no strikes, sitdowns, stoppages of work, boycott, or other unlawful acts that interfere with the Employer's operations and they will take affirmative action to prevent and stop any that occur in disregard of this commitment. Any violation of the foregoing provision shall be subject to discipline, up to and including discharge.
- 5.2 The Employer agrees that so long as this Agreement is in effect there shall be no lockout.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### 6.1 Definitions

##### A. Grievance

A grievance is a claim by an employee(s) that there has been an alleged violation of the express terms of this Agreement. Grievances affecting a group of employees involving policy decisions with respect to the interpretation of the contract or complaints affecting a group, rather than individual complaints, may be filed by the Union at Step Two of the grievance procedure. For purposes of this article, “working days” are those days that Wesley School is in session.

#### 6.2 Procedures and Timelines

##### Step One - Verbal Complaint

The aggrieved employee shall begin the grievance procedure by informally discussing the complaint with the Principal within seven (7) work days after the occurrence of the event upon which the grievance is based. The Principal shall respond to such verbal complaint within seven (7) work days of the oral discussion. All grievances not settled orally shall be reduced to writing.

##### Step Two – Written Grievance to Principal

The written grievance shall be dated and signed by the grievant or grievants and shall state a brief synopsis of the facts, the approximated date of the alleged violation, the section number or numbers of the contract claimed to have been violated and the relief requested. All written grievances shall be presented in writing to the Principal as Step Two of the grievance procedure within seven (7) working days after the response to the verbal complaint. Within seven (7) working days after receiving a written grievance the aggrieved

employee and a representative of the Union shall meet to discuss the matter with the Principal or, in his / her absence, one other MAISD Administrator in an effort to resolve the grievance. If the grievance is not resolved at the meeting, a written answer to the grievance, in duplicate, shall be given to the Union within seven (7) working days after the meeting.

#### Step Three - Superintendent

If the answer at Step Two is not satisfactory, the grievance and previous answers shall be forwarded to the Superintendent of Schools within seven (7) working days of receipt of the Step Two answer. Within seven (7) working days of receipt of the grievance and answers, the Superintendent and/or his designee shall meet with the aggrieved employee, the Union Field Representative and a Unit officer in an effort to resolve the grievance. If not resolved at such meeting, the Superintendent of Schools or his designee shall give a written answer to the grievance, in duplicate, within seven (7) working days after the meeting.

#### Step Four - Board

If the Step Three answer is not satisfactory, the grievance may be presented by the Union to the Board of Education by delivery to the Superintendent of Schools within seven (7) working days of receipt of the Step Three answer. A meeting between 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 seven (7) working days after the Superintendent of Schools has received the grievance. The decision of the Board of Education shall be given in duplicate within seven (7) working days following its next regular meeting following the meeting provided for in this Step Four.

#### Step 5- Arbitration

If not settled as a result of such answer, the Union only, and not an individual employee,

shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken by written notice given to the other party within ten (10) working days from the date the Board's answer is given.

6.3 It shall be the function of the arbitrator, and he/she will be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

A. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the arbitrator substitute his/her discretion for that of the Board or the Union where such discretion has been retained by the Board or the Union; nor shall the arbitrator exercise any responsibility or function of the Board or of the Union. The decision of the arbitrator shall be final and binding on both parties. The following matters shall not be the basis of any grievance filed under the grievance procedure:

1. The termination of services or failure to reemploy any probationary instructional assistant.
2. The failure of the Board of Education to reemploy any instructional assistant to a non-bargaining unit position.
3. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
4. Any matter involving instructional assistant evaluation unless it is a claim of failure to follow established procedure.

- B. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- C. No decision in any one case shall require a retroactive adjustment in any other case.
- D. The arbitrator shall have no power to establish salary scales.

#### 6.4 Time Limits

The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. Grievances not appealed in writing by the Union within the specified time limits shall be settled on the basis of the Employer's last answer.

Grievances not answered by the Employer within the specified time limits shall be considered as automatically appealed to the next step of the grievance procedure.

- 6.5 Employees shall have the right to Union representation at all steps of the grievance procedure and at meetings with the Employer if such meeting can result in discipline to the employee.
- 6.6 Any grievance involving the discharge of an employee shall commence at Step 3 of the grievance procedure.

## **ARTICLE VII**

### **SENIORITY**

- 7.1 Seniority is defined to mean the length of continuous service of an employee with the employer since the day and year of the employee's first day on the job as a member of the bargaining unit. If two (2) or more employees have the same starting date, seniority preference shall be determined by lot.
- 7.2 During the first ninety (90) working days of continuous active employment an employee shall be on probation. There shall be no responsibility to reemploy any probationary employee who is discharged, or otherwise terminated during the probationary period. Upon completion of the probationary period, the employee's name shall be placed on the seniority list with seniority from the original hiring date, which shall be the employee's first day on the job as a member of the bargaining unit.
- 7.3 The bargaining unit president, the chairperson of the negotiating committee and the chairperson of the grievance committee shall have top seniority for layoff and recall purposes only.
- 7.4 Seniority shall accumulate until it is broken for one of the following reasons:
- A. If the employee quits or retires;
  - B. If the employee is discharged for cause, and the discharge is not set aside in grievance procedure;
  - C. If the employee is absent for three (3) consecutive working days without properly notifying the Employer unless a reasonable explanation to the Employer of both the absence and failure to notify is given. Employees will notify the Employer promptly and before the start of work when the necessity for absence becomes apparent and failure to so notify shall result in discipline, up to and including discharge;
  - D. If an employee, upon proper notification of recall from layoff, fails to report within



three (3) work days of his/her desire to return to work and/or fails to return to work within ten (10) work days following notification. Notification to employees by certified mail or telegram delivered to the last address appearing on the employee's record shall be considered proper notice. Each employee shall be responsible for having his/her proper address on record with the Employer. Nothing in this item (D) shall be deemed to preclude the Employer from filling any vacancy caused by the failure of an employee to report promptly after notification in such matter as the Employer shall determine until such employee reports for work or has lost his/her seniority under this provision;

- E. If the employee for any reason, other than sick leave or leave of absence granted by the Employer, is off the active payroll for a period of nine (9) months, provided, however, an employee on layoff may avoid application of this paragraph by notification to the Employer in writing prior to the expiration of the nine (9) month period or any renewal of the nine (9) month period, that the employee desires to be recalled to work. Such notice shall contain a current address and a telephone number at which the employee can be contacted.
- F. If an employee works for another employer while on leave of absence unless agreed to in the leave of absence.
- G. If an employee fails to report for work at the expiration of his/her leave of absence unless a reasonable explanation is given.

7.5 The seniority and reemployment rights of any employee who is inducted into the Armed Forces of the United States shall be in accordance with all laws, orders or regulations now in effect or to be in effect in the future governing same.

7.6 Employees transferred from the bargaining unit to excluded classification before or during the term of this Agreement, upon being returned to the bargaining unit, shall have retained

but not accumulate their seniority while working in the excluded classification. They shall have no rights under this Agreement while in the excluded classification.

7.7 A seniority list shall be published each October and March, posted and a copy furnished to the Union.

## ARTICLE VIII

### LAYOFF, RECALL, AND DISPLACEMENT

- 8.1 Seniority shall apply to layoff and recall as follows:
- A. When a reduction in the number of instructional assistants occurs within a classroom or department, the following shall take place:
1. Positions vacant, due to retirement or resignation, and not scheduled for elimination plus all newly established positions shall be posted and filled first.
  2. Next, least senior employee(s) in the classroom or department shall be considered “displaced” except if the position that is eliminated is an Extended School Year position in a Basic School Year classroom or department. In that case, the individual in the Extended School Year position would have the option of remaining in the classroom/department (if seniority permitted) but would assume fewer work days or the individual in the Extended School Year position would bump the lowest senior person with an Extended School Year.
  3. The Board of Education will consider the application of any employee who voluntarily requests to be placed on layoff status. Voluntary layoff shall be treated the same as involuntary layoff.
- B. Displaced employees\* within an affected classroom shall, in seniority order, obtain positions by the following procedure:
1. The employee shall displace the least senior employee in the bargaining unit who has an equal or greater number of workdays.
  2. If there are no employees of lower seniority, the employee may displace the least senior person.

3. If no vacancies exist and if the displaced employee is the least senior person, the employee shall be laid off.
  4. Employees who are bumped by a displaced employee under the provisions of B.1 above, shall also have the right to start the displacement procedure at B.1.
  5. Employees who obtain a position through the displacement procedure, shall not be subject to the transfer limitations defined in Article 9.5.
- \* The displaced employee shall not be required to select a vacancy or position that does not provide work for an equal number of hours per day and days per year.
- C. The administration shall call meetings for all the employees affected by the reduction in the number of instructional assistants including those employees with less seniority than the most senior person laid off. At these meetings transfers shall be made in accordance with above-mentioned provisions.
- D. Employees shall be recalled in order of their seniority, with the most senior employee recalled first, provided the recalled employee has the minimum qualifications to do the job, as promulgated by the Michigan Department of Education. In a program, probationary employees shall not be recalled until all employees with seniority, who have the minimum qualifications to do the job, as promulgated by the Michigan Department of Education, have been recalled. New hires will not be made until all bargaining unit members, who have the minimum qualifications, have been recalled.
- E. A laid-off full-time employee may refuse recall to a position of less time than the normal workday/workweek without loss of recall rights for up to two (2) years from the date of layoff.

## ARTICLE IX

### VACANCIES, PROMOTIONS, AND TRANSFERS

- 9.1 Two (2) factors shall be considered in selecting employees for promotion or the filling of vacancies on jobs with the bargaining unit:
1. The job experience and the qualifications of the applicant to perform the minimum requirements of the open job; and
  2. The seniority of the applicants for the job. Preference shall be given the applicant with the greatest seniority if the employee can meet the minimum requirements of the job.
- 9.2 The Employer agrees to post all permanent vacancies as defined below on the bulletin board for five (5) working days. Any employee desiring to bid on a posted job shall make application in accordance with the notice posted and sign the posting within the time herein stated. Employees who are absent during the posting period shall have no claim to the job unless a written application has been made by the end of the posting period. Absent employees may make application by FAX to the building principal. The FAX must contain the employee's signature. New employees may be hired for a posted job only if, in the opinion of the Employer, there are no bidders with the necessary job experience and qualifications. While a job is being posted, and pending the determination of the successful bidder, the Employer reserves the right to make such transfers or hire such employees as may be necessary to fill the job.
- A. If an internal applicant is to be selected for a vacancy, the selection will be made within ten (10) workdays after the posting expires.
  - B. Internal applicants will be notified of transfer at least five (5) workdays prior to the transfer occurring. When appropriate, effort will be made to provide the transferring employee(s) with the opportunity to work in the new classroom for one (1) day prior

to the move for the purpose of transition and training. If the posting requires specific competencies, up to five (5) training days will be allowed to obtain competency.

C. If there are extenuating circumstance(s) that cause the employer to be unable to meet the timeline(s) established in A and B above, the Employer shall notify the Union of the extenuating circumstance(s). The parties shall then reach a written extension of the timeline(s).

9.3 For the purpose of Section 9.2, a permanent vacancy is defined to mean any permanent job opening within the bargaining unit which the Employer intends to fill, including regular part-time jobs, openings which result from the creation of a new job by the Employer or any permanent opening on an existing job created by death, quit, discharge, retirement, or permanent transfer, a position which, because of an employee's absence from work for any reason other than a disability certified by a physician is expected to be vacant for sixty (60) work days or more, or in fact, is vacant for sixty (60) days or more, or any other vacancy agreed to as such by the Employer and the Union.

9.4 The Employer reserves the right to make such transfers as may be necessary to fill a temporary vacancy caused by an employee's absence from the job. A temporary vacancy is defined to mean a job to which an employee is transferred for sixty (60) consecutive calendar days or less. After such sixty (60) days, the job will be posted as a permanent job opening under Section 9.2. Unless employees volunteer for the temporary transfer, the least senior employee in the program will be temporarily transferred to the temporary vacancy.

9.5 An employee who has obtained a new permanent job by the procedure in 9.4 above shall not be eligible during the remainder of the school year in which the job was obtained to use the provisions of this section to obtain any other job. This limitation shall not apply to an employee involuntarily transferred. For purposes of this paragraph, a job is obtained in the

school year, with such year being defined as the period beginning July 1 and continuing through June 30, in which the employee begins work on the job. Only the vacancy created by a successful bid under this procedure shall be filled by this procedure and subsequent vacancies shall be filled by permanent transfers or new hires.

9.6 In the event an unrequested permanent transfer becomes necessary to maintain instructional assistant-pupil ratios as determined by the Board, comparable per pupil expenditures, or because of declining student enrollment, economic reasons, instructional assistant shortage, program elimination, transfers of programs to other school districts, or consolidation of the school district with one or more other school districts, or for the benefit of students and the school program, the Board reserves the right to make such transfers as it, in its discretion, deems necessary.

9.7 If an employee is expected to be absent because of illness or disability for a period of time in excess of six (6) months, the position shall be posted as follows:

A. Section 9.3 and 9.4 shall not apply.

B. The parties agree to allow that position to be occupied by the person awarded the posting until such time as the employee returns to work. When the employee returns to work, the person holding that position would then be allowed to exercise his/her bumping rights on the least senior employee in his/her former program. If seniority does not permit a bump in their former program the employee may exercise his/her bumping right on the least senior employee in another program. The employee must have the minimum qualifications as promulgated by the Michigan Department of Education to do the job. An employee whose job is claimed may claim the job of the least senior employee in the bargaining unit, provided that employee has the minimum qualifications as promulgated by the Michigan Department of Education to do the job. Furthermore, the affected

employee shall regain his/her right to sign another posting within the fiscal year.

- C. In the event that the leave of absence begins prior to the start of the second semester and no bargaining unit member applies, the Board shall consider hiring a full-time replacement.

9.8 From time-to-time, an employee who is eligible under the Americans with Disabilities Act or an employee who incurs an injury on the job that prevents him/her from performing the essential functions of the job, may be administratively placed into a less physically demanding position. Such placement may take the form of an administrative switch with a fellow employee in the same job description, but with less stringent physical requirements. In other cases, the accommodations may involve the redistribution of job functions among coworkers in the same room or work area, such accommodations will always be considered on a case-by-case basis and in recognition of certification and qualifications and without regard for precedent.



**ARTICLE X**  
**LEAVES OF ABSENCE**

10.1 Leaves shall be classified according to two (2) basic principals:

- (1) Those granted with pay, and
- (2) Those granted without pay.

10.2 Leaves with pay:

A. Sick Leave. At the beginning of each school year, each employee shall be credited with the appropriate number of sick days according to contract length:

<u>Days of Work</u>	<u>Sick Days Earned</u>
0 through 186*	Prorated up to 10
187 through 205	Prorated up to 10
206 through 220	Prorated up to 11
221 through 365	Prorated up to 12

\*Basic School Year employees who work on a regular daily basis at least four (4) days per week as a summer employee shall earn one (1) additional sick leave day for every consecutive four weeks of summer work. These additional days shall be calculated at the end of the summer session and added to sick leave effective September 1<sup>st</sup>.

Such days may be used when the employee must be absent because of illness or physical disability. Notice of such illness or disability must be given to the Superintendent's Office or such other designated location, at the earliest possible time. A doctor's statement substantiating the employee's illness or disability and the ability to resume his/her duties may be required. Unused annual sick leave days may be accumulated up to one hundred eighty (180) days.

B. An employee who is unable to work because of personal illness or disability and

who has exhausted all sick leave available shall be granted leave under the provisions of the Family Medical Leave Act (Board Policy 4430.01) and/or a leave of absence without pay or fringe benefits under the provisions of this section, if requested. Such leave of absence may be granted for the duration of such illness or disability up to one (1) year, with the provision the leave may be extended, at the discretion of the Board, upon written request by the employee for one (1) additional year, but in no case to exceed a two-year period, including the FMLA leave utilized. Furthermore, employees returning from an unpaid leave for a period which did not exceed one (1) year shall be given his/her former position. If the former position no longer exists, the employee will be assigned an equivalent position within the same program. Should the employee's unpaid leave exceed one (1) year, he/she will, upon return, be assigned to a position of a like nature within his/her previous program for which the employee has the necessary seniority to secure.

1. Illness in immediate family: Absence of a reasonable length of time, not to exceed five (5) days per year, caused by the critical illness of a member of the employee's own household or a member of the immediate family whose care is the direct responsibility of the employee and requiring the personal attention of the employee may be allowed.
2. The Employer shall furnish each employee with a written statement at the beginning of each work year setting forth the employee's total sick leave credit.

C. Personal Leave:

1. Each employee may be allowed, upon approval of the supervisor, not more than two (2) days per year for personal reasons. Each Extended School Year Employee may be allowed upon approval by the supervisor, not more than 3

(three) days per year for personal reasons. Such requests shall be made in writing where possible. Telephone requests may be made when circumstances do not allow for written notification.

2. In the event of a serious illness or disability of a member of the employee's immediate family or household whose care is the direct responsibility of the employee and which requires the personal attention of the employee s/he may request use of the Family Medical Leave Act. The provision of the FMLA is detailed in the MAISD Board Policy 3430.01. The employee may request the use of earned paid sick leave prior to taking leave under the Family Medical Leave Act. Board Policy limits to five (5) days per year earned paid sick leave that may be used for attending to a member of the employee's immediate family or household (Board Policy 3432).
3. Such leave may not be taken immediately prior to, or immediately after a holiday or vacation period without special approval.
4. At the end of each fiscal year, unused personal leave days (in units of one-half (1/2) day or more) will be transferred and added to the accumulated sick leave time for each employee.

D. Other Leaves:

1. Involving death in the immediate family: Absence of up to five (5) workdays may be requested for funeral and related responsibilities when a death occurs in the employee's immediate family. Such workdays shall not be credited against sick leave. The immediate family shall be interpreted to apply to father, mother, stepparent, spouse, child, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, parent-in-law, grandchild, stepchild, or other long-term resident of the home.

2. Involving death of a relative: Absence of not more than one (1) workday shall be granted any employee of the MAISD whenever a death of a relative occurs. In the death of a grandparent, stepsister, or stepbrother, however, the absence of not more than three (3) workdays shall be allowed. Such workday(s) shall not be charged against sick leave. The relatives for the purpose of one (1) day leaves shall be interpreted to apply to uncle, aunt, first cousin, niece, or nephew.
3. Exceptions to the above for good and valid reasons such as travel time, direct care relationship to relative, etc. will be made only at the discretion of the Superintendent or designee.
4. An employee who is summoned for jury duty or subpoenaed to give testimony in any judicial matter shall be compensated for the difference between his or her regular pay for that period and the pay received for the performance of the obligation, provided that the employee notifies the administration immediately upon being so summoned or subpoenaed. Every effort should be made by the employee to report back to the MAISD when not on jury duty. Court reimbursed travel expenses shall not constitute a part of pay for jury duty.
5. An employee who is injured on the job and must leave work because of such injury shall be compensated at his/her regular rate of pay for that day and such compensation shall not be deducted from sick leave.
6. a. On July 1 of each school year, each bargaining unit employee shall be credited with four (4) injury days. Such days may be used only when an employee must be absent due to being injured on the job as

a result of the behavior of or interaction with a student. Notice of such disability must be logged on the employee self-service portals. The employee shall immediately seek medical treatment from the designated work place medical care provider and provide a doctor's statement substantiating the employee's disability and the ability to resume his/her duties. Unused injury days may accumulate up to seven (7) days. The four (4) injury days will be prorated for employees hired after July 1 of a school year.

- b. An employee who is injured on the job as the result of the behavior of or interaction with a student and must be absent shall be compensated for up to seven (7) days per school year, as provided for in Article X, Section 10.2, D.6.a, above, at his/her regular rate of pay for each such day utilized. However, should the employee be eligible for and receive Workers' Compensation benefits for any such day, the employer shall have the right to reimbursement, by adjustment or withholding of pay, without the signed authorization of the employees, or any sums paid by the Employer pursuant to this paragraph. Upon reimbursement, by adjustment or withholding, the injury day will be reinstated to the employee and the employee's compensation for the reinstatement day shall be per Article X.

### 10.3 Leaves Without Pay:

- A. Maternity Leave. Maternity leave is available to female employees of the district. The request shall be submitted in writing at least thirty (30) days before the leave is desired to begin. The beginning date of the leave shall be determined jointly by the

employee and her physician. Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.

The employee shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full-time employment. The employee shall request a prospective date of termination of the leave of absence at the time of the request for the leave.

Failure to return from maternity leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the employee prior to said date.

Maternity leave will be an unpaid leave. Experience credit shall be granted for up to thirty (30) days. During the period of actual disability, the employee shall be entitled to the same paid sick leave and contractual fringe benefits as any other illness or disability.

- B. Adoptive Leave. Adoptive leave without pay is available to all employees. The employee shall file a request in writing as soon as he/she is notified of the date to receive the child. The effective date of the leave shall be at such time as the adoption procedure may require. Adoptive leave shall not exceed one (1) year, renewable at the discretion of the Board.

Failure to return from adoptive leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the employee prior to said date.

- C. Military Leave. A military leave of absence shall be granted to any employee drafted for military duty in the Armed Forces of the United States.

D. Education Leave. Such leaves of absence may, at the discretion of the Superintendent or designee, be granted for up to one (1) year. Applications for an Education Leave shall set forth the name, date, applicant's signature, the reason for request, and the dates by which the applicant wishes to commence and terminate the leave. Upon request the leave may be renewed at the discretion of the MAISD Board, but in no case may it exceed two (2) years.

1. Purpose for Education Leave shall include the following:
  - a. Study related to the employee's field.
  - b. Study to meet eligibility requirements for State certification and/or endorsement.
  - c. Study that would be of advantage to the school system.
2. The following provisions shall apply:
  - a. The leave shall be without pay and fringe benefits.
  - b. Experience credit shall be retained. Upon return from leave, the employee shall be restored to the same step on the salary schedule as when he/she left.
  - c. Sick leave shall be retained and credited upon the employee's return.
  - d. The employee shall, upon return, be entitled to other accrued benefits earned prior to said leave.
  - e. The employee shall be responsible to notify the Superintendent in writing at least thirty (30) calendar days prior to expiration of said leave of the intent to return to work or the wish to have an extension of the leave. Failure of an individual to provide such timely notice shall be deemed a violation of the provision and may result in the

loss of an employee's right to an immediate assignment to the former position or a like position.

- f. Positions that are vacant due to an Education Leave shall be posted per the provision of Article 9.7.
- g. Employees returning from an Education Leave which did not exceed one (1) year shall be given his/her former position. If the former position no longer exists, the employee will be assigned an equivalent position within the same program. Should the employee's Education Leave exceed one (1) year, he/she will, upon return, be assigned to a position of a like nature within his/her previous program for which the employee is qualified to fill and has the necessary seniority to secure.
- h. Acceptance of full-time employment without approval of the Board terminates the leave.

E. Parental Leave:

- 1. Parental leave, without pay, is available to all employees for a period not to exceed one (1) year, renewal for one (1) additional year at the discretion of the Board, but in no case to exceed two (2) years.
- 2. Employees shall be entitled, upon written request, to a parental leave of absence to commence at the end of the disability due to childbirth. A request for leave shall include the beginning and the ending dates of the leave and must be submitted to the Superintendent sixty (60) days prior to the start of the leave.



3. Employees returning from a parental leave for a period which did not exceed one (1) year, shall be given his/her former position. If the former position no longer exists, the employee will be assigned an equivalent position within the same program. Should the employee's parental leave exceed one (1) year, he/she will, upon return be assigned to a position of a like nature within the same program for which the employee is certified to fill and has the necessary seniority to secure.
4. An employee who is granted a parental leave of absence, pursuant to this section, shall be responsible to notify the Superintendent at least thirty (30) calendar days prior to the expiration date of said leave of the ability to return to work or the wish to have an extension of the leave. Failure of an individual to provide such timely notice shall be deemed a violation of the provision and may result in the loss of the employee's right to an immediate assignment as specified in this section.
5. Failure to return from parental leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the employee prior to said date.

F. Workers' Compensation: If an employee is absent because of illness or injury which is compensable under the Workers' Compensation Law, s/he may elect to use accumulated sick leave to supplement Workers' Compensation benefits. In no case can the combination of sick leave and Workers' Compensation benefits exceed the employee's regular daily rate of pay. In order to exercise this option, the employee shall submit a signed request to the board. Upon exhaustion of accumulated sick

leave, the employee shall receive only the amount provided by the Michigan Workers' Disability Compensation Act.

G. Other: Employees may make application to the district for an unpaid leave of absence not to exceed one (1) year. Applications for such leaves shall set forth the following minimal information:

1. Name, date, applicant's signature.
2. Nature of request.
3. Reason for the request and any additional data or documentation the employee believes will bear on the merits of the requested leave of absence.
4. Dates applicant desires to commence and terminate the leave of absence.

Upon receipt of proper application, the district will review the request and the reasons advanced in support thereof. The granting or denial of an unpaid leave of absence shall be discretionary with the Superintendent of Schools, however, within ten (10) days after receipt of proper application the Superintendent will render a decision to the applicant regarding same.

H. General Provisions:

1. Unpaid leaves of absence shall be without pay or fringe benefits.  
Experience credit and sick leave shall not be accumulative if in excess of 30 calendar days. Upon return from an authorized unpaid leave of absence the employee shall be restored to the same position on the salary schedule as when he/she left and be entitled to other accrued benefits earned prior to said leave.

During the period of an unpaid leave of absence employees shall not be entitled to insurance benefits at the district's expense in excess of thirty (30) calendar days.

2. Employees shall sign a Verification of Leave form confirming absence and the number of days used for all leave time: sick leave, urgency, jury duty, or other, upon returning to work.

## ARTICLE XI

### SAFETY AND HEALTH

- 11.1 An employee may be required, with cause, to submit to a chest X-ray or physical examination by a physician selected by the Employer at any time. Other tests and X-rays may be required, with cause, by the Employer. The Employer will pay the full costs for X-rays, tests, and examination.
- 11.2 Employees shall report all injuries sustained during working hours to the employee's immediate supervisor within a twenty-four (24) hour period.
- 11.3 All employees shall observe all safety rules established by the Employer and shall use all safety equipment and protective devices required by the Employer. Failure to observe safety rules or use safety equipment or devices will result in discipline up to and including discharge.
- 11.4 The Board shall reimburse the employee for damage to clothing or items such as eye glasses, dentures, hearing aides, etc. when caused by a student's actions, a dollar figure equivalent to the current value of the item(s), recognizing usual wear and tear, age of item, etc.
- 11.5 The employee's immediate supervisor will be the teacher to whom the instructional assistant is assigned.

## ARTICLE XII

### GENERAL

12.1 There shall be no limitation on the right of the school district to subcontract or purchase any or all work processes or services and there shall be no limitation on the right of non-bargaining unit employees to perform bargaining unit work.

12.2 The Employer and the Union agree that neither shall discriminate against any job applicant or employee because of race, color, religion, sex, national origin, height, weight, marital status, handicap, or age, pursuant to applicable Federal and/or State laws.

#### 12.3 FREEDOM OF INFORMATION ACT (FOIA) REQUEST

If a FOIA request is made for information regarding any bargaining unit member in the district or any bargaining unit information, the Board of Education or administrator representing the Board shall:

- a. Notify the affected employee(s) who is subject to an individual FOIA request of such request and identify the requester.
- b. Notify the Association President of any FOIA request for bargaining unit information and identify the requester.

## **ARTICLE XIII**

### **EVALUATION**

#### 13.1 Observation

An observation is a visit by an administrator designated for such purposes to the employee's place of performance for the purpose of observing work performance and/or gathering pertinent information.

#### 13.2 Evaluation

An evaluation is a formal written record, signed by the employee's teacher or an administrator designated for such purpose which is placed in the employee's official personnel file. An evaluation shall be done annually on each employee.

#### 13.3 Performance

All observation of the employee's job performance by an administrator shall be conducted openly.

#### 13.4 Final Evaluation

A final written evaluation of the job performance of each employee will be completed by the employee's teacher or an administrator designated for such purpose. The evaluation may contain relevant information from the teacher's assessment of the employee's performance, or designated administrator's observation, employment records, and other appropriate sources. The evaluation will be reviewed by the employee's supervisor(s) and the employee. Upon completion of the review, both the employee's supervisor(s) and the employee shall sign the evaluation. Such signature on the part of the employee shall acknowledge receipt of said evaluation only. A copy will be given to the employee and a copy is to be placed in the employee's official personnel file.

13.5 Evaluation Form

Each employee's evaluation shall include the statement: "Considering all factors, employment performance of this employee is:

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Unsatisfactory (check one)"

In the event "unsatisfactory" is checked, the area(s) of unsatisfactory employment performance will be identified by the employee's designated teacher or administrator. If the employee disagrees with that segment of the evaluation, he/she may attach a written statement which shall at the employee's request be attached to the evaluation.

13.6 Complaints

No material arising from a complaint against an employee will be placed in the personnel file nor become part of an evaluation unless the employee has been apprised of the complaint or reviewed the material. The employee may submit a written response to the complaint if it is entered into the personnel file.

**ARTICLE XIV**

**WORKING HOURS, SCHEDULES, AND OVERTIME**

The following shall apply to full-time employees, and where applicable, to part-time employees, except for such changes and deviations which may be necessary due to operational or functional requirements of the school program:

- 14.1 The normal workday for an instructional assistant shall be seven (7) hours.
- 14.2 The normal workweek for instructional assistants shall be five (5) consecutive days, except that these days/hours may vary in the summertime. Supervisors and other members of the administrative staff shall be free to schedule reasonable activities, such as: parent-teacher conferences, curriculum meetings, in-service programs, building meetings, etc., following the dismissal of school, even though such meetings may extend beyond the customary leaving time of instructional assistants. Attendance shall thereby become mandatory within the framework of the thirty-five (35) hour week.
- 14.3 The following schedule reflects the maximum number of days for the Extended School Year. Some positions will have fewer days based upon particular student requirements.

<b>Year</b>	<b>Days</b>	<b>Paid Holidays</b>	<b>Total Paid Days</b>
2010-11	214.5	10.5	225
2011-12	214.5	10.5	225

It is reasonable to expect that the Basic School Year will consist of 184.5 days with 9.5 paid holidays for a total of 194 paid days. The Extended School Year shall consist of any days in excess of the Basic School Year to a maximum listed in the chart above.

The Board and Association agree that special efforts shall be made to accommodate a 200 student day schedule for all Wesley students for the 2011-12 school year.



14.4 Employees shall be accorded two (2) fifteen (15) minute rest periods during the normal workday. The time of such breaks shall usually be near the mid-point of each half of the shift. Employees shall be accorded a thirty (30) minute, nonpaid lunch period during the normal workday. The time of such lunch period shall generally be near the mid-point of the day.

The exact time of rest and lunch periods shall be determined by the employee's supervisor considering the needs of students and each employee's particular work assignment.

14.5 Inclement Weather Days: In the event that school is canceled because of inclement weather or loss of heat or electricity, any employee who is not required by the Board to work shall receive pay for his/her regular workday. Any day of pupil instruction that needs to be rescheduled by the Board to ensure that the minimum number of days are met in order to qualify for state aid or to meet mandated instructional time requirements, shall not be a paid day of instruction.

14.6 Overtime shall be paid as follows:

- A. Time and one-half (1-1/2Xs) the employee's straight time hourly rate will be paid to all employees for each hour worked beyond forty (40) hours in a workweek.
- B. Two times (2Xs) the employee's straight time hourly rate will be paid for hours worked on designated holidays as recognized in Article XIX of this Agreement.

**ARTICLE XV**

**RETIREMENT**

15.1 Employees who have completed ten (10) years or more of employment with the Employer, who retire under the Michigan Public School Employees Retirement System shall, upon retirement, be paid at the employee's then hourly rate, not to exceed \$125.00 per day, for no more than sixty-five (65) days of accrued, but unused, sick leave.

**ARTICLE XVI**

**TOTAL AGREEMENT**

16.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifyingly waives 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, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XVII**  
**COMPENSATION**

- 17.1 The salaries of employees covered by this Agreement are set forth in the salary schedule, Appendix A and B, which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- 17.2 Every employee shall be placed on the salary schedule.
- 17.3 Upon initial employment each candidate must demonstrate qualifications for the position of an instructional assistant (i.e. two (2) years of training in an accredited instructional assistants' program or two (2) years of qualifying experience as determined by the State Department of Education) to be placed on Step 1 of the salary schedule. In addition, the Administration may evaluate further experience and/or training to advance initial placement up to and including step five (5) on the salary schedule. Former employees who return to the bargaining unit will be granted step credit equal to their previous bargaining unit employment.
- 17.4 Individuals demonstrating suitable work in an accredited institution may be advanced one (1) step when sixty (60) semester hours of credit have been granted and a transcript from the institution is provided.
- 17.5 An employee operating his/her own car shall be reimbursed for actual mileage traveled in performance of regular assigned duties at the rate provided from time to time by the Internal Revenue Service. Such reimbursement shall not include mileage between residence and place of employment and return.
- 17.6 Each new employee may be advanced one (1) step on the salary schedule of each active year of military service up to two (2) years, provided, however, that the employee has not

received credit for this service in prior employment.

17.7 Employees shall be paid by electronic deposit twenty-six (26) times per year (27 on certain years).

17.8 The scheduled increases are dependent upon satisfactory performance of work in the Intermediate District. Such satisfactory performance to be approved through the evaluation process.

17.9 Compensation in connection with special programs (i.e. Headstart, Title I, and so forth) performed outside the regular school year are not covered by the Agreement.

17.10 Employees who ride school buses shall receive additional compensation at the rate of \$2.00 per bus run. This paragraph shall not apply to instructional assistants accompanying students on education trips, but shall only apply to trips to and from school. A joint Union-Management Committee will be formed to discuss problems with riding school buses.

When students need a bus rider, the position shall be filled in the following manner:

1) Health care aides assigned to students will be given first choice of riding the bus with their student if it is on the IEPC.

2) If the health care aide assigned does not want to ride, the ride will be posted and assigned by seniority.

3) If the student does not have a health care aide assigned, the ride will be posted and assigned by seniority.

4) Back-up rider positions will also be posted and assigned by seniority.

17.11 Bargaining unit members performing work as substitute assistants shall receive their regular rate of pay. During the summer, employees capable of performing the work and who are available to work will be offered substitute employment in seniority order prior to the district using non-bargaining members as substitutes. Employees who want to substitute

during the summer will make their availability known by June 1 of each year on a form provided by the employer.

- 17.12 The Employer shall pay for the cost and subsequent renewal of licensure over a standard driver's license and water safety instruction certification required for a bargaining unit member to perform his/her job or position.

## ARTICLE XVIII

### INSURANCE

18.1 Group Hospital-Medical Insurance. The Board shall issue a bid for medical, prescription, life with AD&D and a dental plan for the duration of this contract in accordance with P.A. 0106.

Upon written application by the employee, the MAISD Board will contribute toward the cost of the MESSA-PAK Choices II or SuperCare I with \$10/20 prescription insurance program for each full-time employee of the MAISD. MESSA-PAK includes:

- 1) MESSA Choices II or SuperCare I Health Insurance with deductibles as listed below.
- 2) \$10 /\$20 Prescription coverage through MESSA
- 3) MESSA Negotiated Life at \$35,000 with AD&D
- 4) MESSA Delta Dental Plan E:007 (80/80/80 - Ortho \$1,300 lifetime maximum up to age 19)
- 5) MESSA Vision VSP-2

#### 2010-11

Effective October 1, 2010 the Board will pay for MESSA Choices II or SuperCare I with \$10/\$20 prescription monthly premium. Open enrollment will be September 1, 2010 through September 15, 2010. Should the employee elect MESSA SuperCare I health coverage the employee will pay the difference in cost between MESSA SuperCare I and MESSA Choices II single, dual or family premium.

For employees not electing health insurance, they will receive a cash contribution of \$200.00 per month, if 7 (seven) employees or less elect this option. If 8 (eight) or more

employees elect not to receive health insurance then the annual amount of cash in lieu of health insurance will be \$300.00 per month. In addition, the Board will pay for the MESSA-PAK B rate for the insurance program. MESSA-PAK B consists of:

- 1 ) MESSA Negotiated Life at \$35,000 with AD&D
- 2 ) MESSA Delta Dental Plan (80/80/80 - \$1,300)
- 3) MESSA Vision VSP-2

The Board will pay a maximum of a ten percent (10%) increase on the previous year's Choices II Pak rate and apply such dollar increase to the Board contribution. Increases above the 10% will be paid by the employee.

#### 2011-12

Effective July 1, 2011 the Board will pay for MESSA Choices II with \$100/\$200 deductible or SuperCare I with \$100/\$200 deductible and \$10/\$20 prescription monthly premium with either plan. Employees electing Choices II shall contribute per month: \$35 for single coverage, \$65 for dual coverage, \$75 for family coverage. Employees electing SuperCare I shall pay the difference between the Board's contribution on Choices II and the SuperCare I rate.

For employees not electing health insurance, they will receive a cash contribution of \$200.00 per month, if 7 (seven) employees or less elect this option. If 8 (eight) or more employees elect not to receive health insurance then the annual amount of cash in lieu of health insurance will be \$300.00 per month. In addition, the Board will pay for the MESSA-PAK B rate for the insurance program. MESSA-PAK B consists of:

- 1 ) MESSA Negotiated Life at \$35,000 with AD&D
- 2 ) MESSA Delta Dental Plan (80/80/80 - \$1,300)
- 3.) MESSA Vision VSP-2



- 18.2 Insurance benefits shall terminate, unless the premium is paid by the employee, on the first day of the month following the month in which an employee is laid off, begins an unpaid leave of absence, or is off work because of a compensable injury.
- 18.3 The Board of Education makes this insurance available to each full-time employee, but the employee is not insured until that employee has turned in a signed insurance application to a staff member of the administration offices. Preparing the application form and turning it in to the administration building will be the expressed obligation of the employee and no liability will be placed upon the Board of Education if this is not done.
- 18.4 In the event of an employee's extended certified disability, the above-mentioned benefits shall continue for a period not to exceed six (6) months following the disabled employees date of exhausted paid sick leave provided the employee is in need of such benefits and it is allowed by the insurance carrier.
- 18.5 The Board shall also make payroll deductions after being furnished proper written authorization from the employees for insurance, credit union, and other plans or programs approved by the Board. (Approval by the Board of a tax-deferred annuity contract shall require that at least five (5) employees shall have selected the same annuity carrier.)

**ARTICLE XIX**  
**PAID HOLIDAYS**

19.1 The following holidays will be paid at the regular rate of pay providing these days fall within the calendar established by the Board of Education for Extended School Year and Basic School Year Programs, respectively:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Good Friday (p.m.)
- Memorial Day

The Extended School Year employees will be paid for the 4<sup>th</sup> of July at the regular rate of pay providing this day falls within the calendar established by the Board of Education for Extended School Year. In order to be eligible for holiday pay, the employee must have been paid the last scheduled workday prior to the holiday, and the first scheduled workday after the holiday.

**ARTICLE XX**

**DR. MARTIN LUTHER KING JR.'S BIRTHDAY**

- 20.1 The Board and the Association agree that special efforts shall be made to provide appropriate recognition of Dr. Martin Luther King Jr.'s Birthday at the school setting and that it is to be celebrated with students and staff, accordingly.

**ARTICLE XXI**

**VALIDITY**

- 21.1 In the event an Article or Section of this Agreement shall become invalid due to a change in laws, such change shall not affect the remaining portion of this Agreement.
- 21.2 In the event of such change in law(s), the Employer and the Union shall, within thirty (30) days, schedule a conference to renegotiate such Article or Section that has become invalid.

## **ARTICLE XXII**

### **OPERATING DISTRICT-OWNED VEHICLES**

- 22.1 Employees will be trained in pre-trip procedures.
- 22.2 Employees will not be required to perform maintenance on vehicles or to take vehicles in for oil changes, car washes, etc
- 22.3 The Employer will establish a procedure for employees to follow in the event of mechanical difficulties/breakdown or an emergency situation.
- 22.4 In the event an employee feels that driving conditions are too hazardous on a day that students are to be transported, the employee shall advise his/her supervisor.
- 22.5 Employees will not be held responsible or disciplined for accidental damage to vehicles.
- 22.6 If an employee's license is suspended or revoked, he/she must report it to administration the next working day. If an employee officially obtains 6 points on their license, he/she must report it to administration within five (5) work days and shall no longer be eligible to transport students using district vehicles.
- 22.7 For the purpose of this language, working days shall mean days that Wesley School is in session.

**ARTICLE XXIII**

**DURATION**

23.1 Except as otherwise specifically provided by the Agreement, this Agreement shall be effective July 1, 2010, through June 30, 2012. Bargaining for a successor contract shall commence no later than 60 days prior to the expiration date.

MUSKEGON AREA INTERMEDIATE PARAPROFESSIONAL ASSOCIATION

\_\_\_\_\_  
Melinda Moore – President Date

\_\_\_\_\_  
Krista Abbott – MEA UniServ Director Date

MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT

\_\_\_\_\_  
Dr. Donna Fiebelkorn – President

\_\_\_\_\_  
Dwight Vines – Vice President

\_\_\_\_\_  
William Loxterman – Secretary

\_\_\_\_\_  
Carol Mills – Treasurer

\_\_\_\_\_  
Kevin Donovan – Trustee

**APPENDIX A**

**7/01/10 – 6/30/11**

MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT

**WAGE SCHEDULE**

**INSTRUCTIONAL ASSISTANTS**

Each step of the 2010-11 Wage Schedule shall be increased by 0% (percent) over the 2009-10 Wage Schedule.

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<u>STEP</u>	<u>Hourly Rate</u>
1	\$ 11.52
2	12.31
3	13.11
4	13.90
5	14.72
6	15.58
7	16.33
8	17.17
9	17.98

**APPENDIX A**

**7/01/11 – 6/30/12**

MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT

**WAGE SCHEDULE**

**INSTRUCTIONAL ASSISTANTS**

Each step of the 2011-12 Wage Schedule shall be increased by 1% (percent) over the 2010-11 Wage Schedule.

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<u>STEP</u>	<u>Hourly Rate</u>
1	\$ 11.64
2	12.43
3	13.24
4	14.04
5	14.87
6	15.74
7	16.49
8	17.34
9	18.16



**APPENDIX B**

**MERIT LONGEVITY PAY**

**INSTRUCTIONAL ASSISTANTS**

1. Credit for longevity will be given for services outside the school system to the extent that such credit is allowed on initial employment.
2. The scheduled increases are dependent upon satisfactory performance of work in the Intermediate School District. Such satisfactory performance to be approved through the supervisory reports of the administration and Board of Education.
3. The longevity pay amount shall be based on the employee's step placement on the day immediately preceding July 1, 2010.
4. Merit longevity is computed by adding the following amounts to the top of the appropriate salary schedule:

MERIT LONGEVITY SCHEDULE

<u>Step Following Top of Wage Schedule</u>	<u>Added Amounts</u>
9-1/2	\$ 60
10	120
10-1/2	180
11	240
11-1/2	295
12	350
12-1/2	410
13	470
13-1/2	530
14	590
14-1/2	645
15	700
15-1/2	760
16	820
16-1/2	875
17	930
17-1/2	990
18	1,050
18-1/2	1,110
19	1,170
19-1/2	1,225
20	1,280
20-1/2	1,340
21	1,400
21-1/2	1,455
22	1,510
22-1/2	1,570
23	1,630
23-1/2	1,690
24	1,750
24-1/2	1,805
25	1,860
25-1/2	1,880
26	1,900
26-1/2	1,925
27	1,950
27-1/2	1,975
28	2,000
28-1/2	2,025
29	2,050
29-1/2	2,075
30	2,100

Appendix B – Longevity Schedule (continued)

<u>Step Following Top of Wage Schedule</u>	<u>Added Amounts</u>
30-1/2	\$ 2,125
31	2,150
31-1/2	2,175
32	2,200
32-1/2	2,225
33	2,250
33-1/2	2,275
34	2,300
34-1/2	2,325
35	2,350
35-1/2	2,375
36	2,400
36-1/2	2,425
37	2,450
37-1/2	2,475