

AGREEMENT

BETWEEN

MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT

AND THE

MICHIGAN EDUCATION ASSOCIATION

(MONTCALM AREA INTERMEDIATE EDUCATION
SUPPORT PERSONNEL ASSOCIATION)

2010-2011

2011-2012

2012-2013

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ARTICLE I

AGREEMENT

This Agreement is made and entered into, by and between the Board of Education of the Montcalm Area Intermediate School District, hereinafter called the "Board," and the Montcalm Area Intermediate School District Educational Support Personnel Association (Michigan Education Association), hereinafter called the "Association."

ARTICLE II

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Public Act 379, 1965, for all full-time and regularly scheduled part-time Para-Educators, Bus Drivers, regularly scheduled part-time and full-time Career Technical Education Paraprofessionals, Administrative Assistants and Custodial/Maintenance, excluding Mechanics, the Superintendent's Executive Assistant, Food Service Trainees, Substitutes, Temporary Employees, Technician of Equipment, Data Operations Manager, Assistant Data Operations Manager, Personnel and Student Service Manager, Life Skills Specialists, Interpreters, Job Developer, Certified Occupational Therapy Assistant, Physical Therapy Assistants, Supervisors and all others.
- B. The term employee when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined and any references to female employees shall include male employees.

ARTICLE III

ASSOCIATION RIGHTS

- A. Special Conferences

Special conferences for important matters may be arranged between the Association and the designated representative of the Board upon the request of either party.

- B. Bulletin Boards and School Mails

The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials.

C. Use of Facilities and Equipment

With the approval of the Superintendent or designee, the Association shall have the right to use school facilities and equipment, excluding computer labs, when such equipment and facilities are not otherwise in use. Computers may be used for Association purposes with administrative pre-approval during non-work time provided it does not interfere with District usage. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment. Requests for the use of facilities shall be submitted in writing to the Superintendent, or designee.

D. Local, State and National Association Representatives

With approval of the Superintendent or his/her designee, duly authorized representatives of the local, state and national levels of the Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with nor interrupt normal school operations.

E. Associate Leave Days

The employer shall provide a total of two (2) paid days per year for the Association as a whole release time to attend a function of the Association such as conferences, training sessions or conventions. Requests for the use of the Association leave day must be made in writing to the Superintendent at least one week prior to the requested date. Association days to run from September 1st through August 31st.

ARTICLE IV
AGENCY SHOP

A. Within thirty (30) days from the first day of active employment such employee shall, as a condition of continued employment, sign and deliver written authorization to the Board to payroll deduct either:

1. Membership dues or;
2. Service fees as determined each year consistent with law.

In the event an employee fails to provide such written authorization, the Board recognizes the right of the Association to pursue the collection of such funds as provided by law.

B. It is expressly understood that this article is specifically not subject to the grievance procedure as outlined in this Agreement.

C. The Association agrees to save and indemnify the Board, including each individual Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability that may arise out of or by reason of an action taken by an employee or the employee's representative relating to this Article.

- D. Whenever a new full-time or regular part-time bargaining unit member is employed, the Board shall notify the local MEA president and treasurer in writing.

ARTICLE V

PAYROLL DEDUCTIONS

- A. Upon written authorization from the employee, the Board shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to NEA-PAC, MEA-PAC, All Inclusive Membership (AIM), annuities, credit union, united fund, or any other plans or programs jointly approved by the Association and the Board.
- B. The authorized deduction of dues and service fees shall be made from a regular paycheck each month - September through June. The Board agrees to promptly remit to the Association all monies so deducted accompanied by an alphabetized list of employees from whom deductions have been made. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded by an Employee, said refunds are not the responsibility of the Board.

ARTICLE VI

DISTRICT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies or as set forth in any manner or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board.

The Board shall be limited only as specifically limited by the express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.

4. Adopt reasonable rules and regulations.
5. Determine the qualifications of employees, including physical conditions.
6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
7. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.
8. Determine the location or relocation of its facilities and equipment, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
9. In addition to drug testing and alcohol requirements for bus drivers, custodians who operate school equipment will also comply with these procedures, as set in the transportation department drug and alcohol policy.

ARTICLE VII

EMPLOYEE RIGHTS

- A. Any case of assault or injury upon an employee while performing assigned duties shall be promptly reported to the Board or its designated representative.
- B. Any complaints by a parent of a student directed toward an employee to the Intermediate School Office shall be called to the employee's attention as soon as possible, but in any event prior to consideration by the Intermediate School Board.
- C. Disability Payment. In case of work incapacitating injury or illness for which an employee is, or may be, eligible for work disability benefits under the Michigan Worker's Compensation Law, such employee shall be allowed salary payment which, with his/her work disability benefit, equals his/her regular salary or wage. Board paid insurance premiums and other Board paid benefits for individuals receiving Worker's Compensation Benefits will be limited to not exceed one year.

Sick leave shall be utilized to the extent of the difference as permitted between such payment and the employee's regular salary or wage. Upon exhaustion of sick leave accumulation the differential payment shall be discontinued.

When a physician releases an employee to return to work, the employee will be reinstated as soon as possible.

- D. Discipline of students in the employee's assigned work area shall be handled in accordance with Board policy.

- E. No employee shall dispense or administer medication. Employees agree to act as witnesses to medication dispensation as requested. In the absence of certified staff, or nurse, trained support staff may distribute medication following all applicable policies.
- F. Upon written request, the Board shall supply to the Association, public information as required by law.
- G. Employees shall have the right to review the contents of his/her personnel file except for initial references. A representative of the Association may accompany the employee in such review.
- H. Employees shall be entitled to have present an Association representative when being disciplined. When a request for such representative is made, no disciplinary action shall be taken until an Association representative can be present. However, action need not be delayed beyond the end of next week day for a representative to be present. The Board may, at its discretion, place an employee on administrative leave pending the investigation of misconduct or the disciplinary meeting for such conduct.
- I. Work breaks will be allowed each day, in accordance with departmental schedules, not to exceed a total of thirty (30) minutes for an eight (8) hour day.

Each employee shall receive an uninterrupted, duty-free lunch period of not more than one (1) hour and not less than thirty (30) minutes.

The specific time for break and lunch periods shall be arranged with the employee's immediate supervisor.

Employees shall be entitled to leave their work station during their lunch period.

- J. Upon completion of the probationary period, no employee shall be disciplined without just or reasonable cause.
- K. It is the responsibility of an employee to immediately report injuries incurred while on the job.
- L. Student assaults on employees properly acting in the line of assigned duties shall be immediately reported to the employee's supervisor. Where such an assault causes damages to an employee's personal property, the District shall consider an equitable financial reimbursement to be paid towards the repair or replacement of damaged items. Such consideration shall be given on an individual case basis and it is expressly understood that should the damage be compensable through another source (i.e., insurance) that the District shall not reimburse any damages. It is expressly understood by way of example, that this provision does not apply to automobiles or other items not required as a part of assigned duties. The District's total liability in any one case shall not exceed \$175.00.
- M. Probationary Employee: Any employee employed on a regular part-time or full-time basis for a period of sixty (60) work days. Should a probationary employee miss any scheduled work days during the probationary period, the probationary period shall be extended

accordingly. During the probationary period, the employee shall not be eligible for sick leave, bereavement, inclement weather days or personal leave days. During the probationary period, employees are employed at-will which means that the District or the employee may end the employment relationship at any time, with or without notice or reason.

- N. For the purposes of this Agreement, a substitute employee shall be defined as a person who is employed to temporarily replace a current bargaining unit member who is absent or who is filling a position as allowed in Article XI, 3. a,b,c and d.
- O. Employees will be paid up to eight hours pay to attend one professional development activity each school year or during the summer prior to the school year. Professional development activities will be approved by the supervisor and must be geared to benefit the employee's current position. The school district will reimburse the employee for pre-approved costs, up to \$50.00, associated with attendance at professional development activities.

ARTICLE VIII

LEAVES OF ABSENCE

A. Sick Leave and Bereavement Leave

1. Twelve month employees will be credited with twelve (12) sick leave days per year on July 1st of every year. Unused sick leave may be accumulated to a maximum of 130 days or 1,040 hours.
2. School year employees (ten month) will be credited with ten (10) sick leave days per year on the first day of the school year of every year. Ten month employees will not earn or be able to use sick leave days when working during the summer months. Unused sick leave may be accumulated to a maximum of 130 days or 1,040 hours.
3. Probationary employees shall not be entitled to paid sick leave.
4. The Board may require a physician's statement verifying an illness or disability.
5. Use of sick leave will be allowed for absences due to personal illness or disability, pregnancy related disability, and illness in the family.
6. Any employee absent from work for more than one half of the school year due to disabilities, approved leaves, etc., will not be given credit for the school year as it applies to advancement on the salary schedule.
7. The Board may require a physician's statement to verify the employee can perform essential job functions when the employee is cleared to return to work when there has been an illness of at least five consecutive work days, or an injury that caused the employee to miss work.

- B.
1. An Employee will be granted up to four (4) bereavement days in the event of a death. An additional four (4) days of bereavement leave can be used from accumulated sick leave in the event of a death. A maximum of eight (8) days per school year will be allowed. One bereavement occurrence taken out of sick leave may be used as no tell.
 2. One additional day of bereavement leave may be allowed at the discretion of the Superintendent which will be deducted from accumulated sick leave.
 3. In the event of an absence using bereavement leave to attend a funeral, the employee must provide the relationship of the person and requires prior notification to the Administration. The Administration may require proof of attendance.
 4. Misuse or abuse of sick or bereavement leave may result in discipline.
 5. Bereavement leave may only be used for the death of an immediate family member. Immediate family member includes spouse, child, step-child, parent, step-parent, brother, sister, father-in-law, mother-in-law, grandparent, grandchild or other relative living in the household. In the Superintendent's discretion, one bereavement day may be used for the death of a blood relative who is not an immediate family member, provided that this provision does not apply to distant relatives such as second cousins, etc.

C. Jury Duty

1. A regular full-time employee who is called for jury duty shall be granted a leave of absence to serve as required. He/She shall be expected to be at work during regular working hours when not serving as a juror.
2. Leave of absence for jury duty shall be with full pay, less the amount received by the employee for such jury duty. Pay shall not exceed eight (8) hours for one day or the amount of time scheduled to work, whichever is less.

D. Business Leave

1. Two (2) days per year, deducted from accumulated sick leave, may be used for personal business which cannot be taken care of other than during the employee's regular working hours. Personal business days will not be allowed for days preceding or following holidays or vacations (except in emergency situations).
2. Requests for use of a personal business day must, except in case of emergency, be made to the Superintendent or his/her designee in writing at least two (2) work days prior to the requested leave date.
3. Additional days may be granted at the discretion of the Superintendent. Such days shall be deducted from accumulated sick leave. The denial of such additional days is specifically not subject to the grievance procedure.

4. Employees who are subpoenaed to a court appearance must first use personal business leave days before using any other leave time available except if the subpoena is for employment-related issues.

E. Leaves Without Pay or Fringe Benefits

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted at the discretion of the District upon written request from an employee without loss or accumulation of seniority. Requests for renewal of such leaves shall be at the discretion of the District.
2. Written request for leaves shall minimally include the reason for the leave, along with the requested beginning and ending date of the leave.
3. Upon return from an approved leave, employees shall be reinstated to the position within the classification held prior to the leave if available, or a like or similar position or to the position of the least senior employee whom the returning employee is qualified to bump. At least forty-five (45) days prior to the date a leave is scheduled to expire, an employee shall supply the District with written notice of intent to return to work. Failure to supply such written notice shall be considered a voluntary resignation. Employees may submit a written request to terminate an approved leave early and the District may reinstate the employee prior to the approved termination date of the leave.
4. An employee whose personal illness extends beyond the time compensated shall be granted an unpaid leave of absence for up to one (1) year renewable at the discretion of the Board.
5. An unpaid leave of absence of up to one (1) year shall be granted for the purpose of child care. Requests for such leaves shall be submitted in writing to the superintendent at least thirty (30) days prior to the requested date of leave commencement. Early termination of such leaves shall be governed in accordance with Section E of this Article. Renewals of leave requests under this section are subject to the Board's discretion.

- F. Any employee requesting and having approved unpaid leave for any reason not covered under the Unpaid Medical Leave Provisions of Article VIII, Section E, under the Family Medical Leave Act or unpaid snow day provisions, will reimburse the District for all fringe benefits including health insurance Plan A or Plan B, or Annuity options beginning on the sixth (6th) nonconsecutive day taken as unpaid leave in any school year. All paid leave (excluding bereavement and snow) must be exhausted before requesting unpaid leave unless otherwise approved by the Superintendent. It is expressly understood that the employee will reimburse the District on the sixth (6th) day of leave and will reimburse the District for the cost of insurance for the first five (5) days also. An exception to this rule is all unpaid days taken at the request of the program supervisor, or request of the employee with approval of the supervisor when there is a low student count.

1. Ten month employees are exempt from the provisions of Paragraph F above during optional summer employment periods.
2. Days in which the employee is subpoenaed will not count against the employee in this Section provided the subpoena is for employment-related issues.

G. Family and Medical Leave Act

1. In accordance with the specific requirements and definitions of the Family and Medical Leave Act of 1993, a leave of up to twelve (12) work weeks unpaid is available once every twelve (12) months (the District uses a rolling backward twelve (12) month period) for any employee who has worked for the District for over one year and at least 1250 hours in the last twelve (12) month period, for:
 - a. the birth or care of the employee's child;
 - b. adoption or foster care of the employee's child;
 - c. care for the employee's spouse, child or parent with a serious health condition;
 - d. where the employee is unable to perform his/her job functions due to the employee's serious health condition.
2. Spouses who both work for the District are entitled to a combined twelve (12) work weeks unpaid leave under this policy for any reasons stated in 1 (a), (b), or (c) above. In all other instances, each employee will receive up to twelve work weeks of unpaid leave.
3. Where possible, any employee requesting leave under this policy will give the District thirty (30) calendar days notice of the date the leave will begin.
4. The District may require a medical certification for any leave requested under 1(c) and (d) above and may require a second medical opinion regarding the need for the leave at its expense. If there is a dispute between medical opinions, Section 103, Paragraph C of the Family Medical Leave Act provides for a third opinion from a mutually selected health care provider.
5. An employee may take a reduced or intermittent leave when necessary for medical treatment of a serious health condition of the employee or to care for the employee's spouse, child or parent with a serious health condition. The district may permit any employee to take a reduced or intermittent leave for any leave requested for 1(a) and 1(b) above.
6. Any leave granted under this policy is a part of any other leave to which the employee may be entitled under the collective bargaining agreement. Any employee requesting a leave under 1(a)-(c) above must use accrued paid vacation and personal business leave as part of the twelve (12) work weeks unpaid leave. Any employee requesting leave under 1(d) above must use accrued sick leave as part of the twelve (12) work weeks unpaid leave.

7. The District will continue the employee's group health care benefits during the twelve (12) work week unpaid leave.
8. The District will restore the employee to his/her former position or to an equivalent position after the leave.
9. No employee on a leave under this policy will accrue any other benefits during the leave.

ARTICLE IX

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matter shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The discipline or termination of services of or failure to re-employ a probationary employee.
 2. Any matter involving employee evaluation.
- B. The term "days" as used herein shall mean week days (Monday through Friday exclusive of holidays and Christmas and Spring break).
- C. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.
- D. **Level One** - An employee or the Association alleging a violation of the express provisions of this contract shall within fifteen (15) days orally discuss the grievance with his/her supervisor in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the grievant shall

reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, and the Association President.

Level Three - Individual employees shall not have the right to process a grievance at Level Three.

1. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration, within ten (10) working days of the receipt of the superintendent's answer, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within ten (10) working days to select an arbitrator according to the following procedures:
 - a. A panel of arbitrator shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
 - b. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
 - c. The parties will alternate the initiation of the elimination process with each successive grievance.

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

Should either the Board or the Association wish to terminate the use of the prescheduled panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give six months' notice to the other party. Prior to the formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

2. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board and the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
3. Powers of the arbitrator are subject to the following limitations:

- a. Shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. Shall have no power to decide any question, which under this Agreement, is within the responsibility of the management to decide.
 - c. Shall not hear any grievance previously barred from the scope of the Grievance Procedure.
 - d. More than one grievance may not be heard by the arbitrator at the same time absent agreement of the parties.
 - e. Shall have no authority to assess punitive damages on the Board.
 - f. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.
 - g. The fees and expenses of the arbitrator shall be shared at a rate of 50% for the Association and 50% for the Board.
- E. The Association shall have no right to initiate a grievance involving the right of an employee.
- F. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations.
- G. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- H. Notwithstanding the expiration of this Agreement, any claims or grievance arising thereunder may be processed through the Grievance Procedure until resolution.
- I. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Association, if such an adjustment is not inconsistent with the terms of this Agreement, provided the Association has the opportunity to be present at such adjustment.

ARTICLE X

INCLEMENT WEATHER

- A.1. Career Technical Education Paraprofessionals, Bus Drivers, Bus Aides, Para-Educators and Administrative Assistants will be allowed UP TO a total of Thirty (30) hours with pay at the regular rate for time lost due to inclement weather. Additional hours lost to inclement weather may result in lost wages. Lost hours may be made up

at the Board's discretion to ensure a minimum number of student instruction hours to meet state requirements.

- a. When the MAISD Transportation Department is closed due to inclement weather or any Act of God, bus drivers and bus aides shall not be required to report to work and may access inclement weather hours.
 - b. When the school program where a para-educator or career technical education paraprofessional works is closed to students due to inclement weather or any Act of God, the para-educator or career technical education paraprofessional shall not be required to report to work and may access inclement weather hours.
2. With the approval of the employee's supervisor, employees may report to work on Act of God days. Employees in such instances shall only receive pay for the hours of work performed on such days. Reporting to work on Act of God days shall not result in duplicated payment as such days are regularly compensable Act of God days.
3. In accordance with Public Act 239 of 1984, where hours of instruction are not held because of severe storms, fires, epidemics or health conditions as determined by city, county or state authorities, those hours may be made up at the discretion of the Board at the end of the school year, to ensure a minimum number of student instruction hours required for full state aid.
4. When one of the constituent districts closes early because of the weather, the children from that area may, at the discretion of the Board, also be sent home early, with no loss of pay for the driver.
5. Custodial Staff: In the event school buildings operated by the district are closed or delayed for opening due to inclement weather or any Act of God, Intermediate School District custodial staff shall report to work as scheduled. Employees who are delayed due to road conditions or bad weather will be expected to make up the time the same day or sometime during the same week unless they elect to take the time as unpaid. This should be arranged with and approved by the employee's immediate supervisor.
6. Administrative Assistants:
 - a. Employees who are delayed due to road conditions and report to work late will be expected to make the time up the same day or sometime during the same week unless they elect to take the time as unpaid. This should be arranged with and approved by the employee's immediate supervisor.
 - b. Employees who report to work and are dismissed early at the discretion of the Intermediate Superintendent due to deteriorating road/weather conditions shall not be penalized for the early dismissal. However, employees who failed to report to work will not receive work credit for the early dismissal time.

7. Bus Drivers:

- a. At times of inclement weather, bus drivers and transportation aides should tune to the appropriate radio and TV stations to determine if transportation for the MAISD has been cancelled. The transportation supervisors will attempt to reach transportation employees by phone as soon as the decision to cancel transportation has been made. If drivers and transportation aides arrive at their assigned bus location because they were not notified in a timely manner, they will be compensated with one hours pay.

ARTICLE XI

VACANCIES, TRANSFERS AND PROMOTIONS

A. A vacancy shall be defined as either a newly created position within the bargaining unit or an unoccupied existing position which the District elects to fill. Internal transfers shall not be considered as vacancies.

1. Vacancies may be filled by a qualified member of the bargaining unit if a request is made within the five (5) work day posting period. The subsequent opening will be considered for internal transfers. The intent of this language is that not more than one five (5) work day posting period be required for each vacancy and any internal movement of bargaining unit members.

Vacancies shall be posted in a conspicuous place in each building for a period of five (5) work days.

2. When a vacancy is posted, an employee may indicate interest in that position or another specific opening created as a result of filling that position. He/She shall send written notice of application as well as a statement of qualifications to the Superintendent who will notify all such interested employees of the final decision as soon as practical.
3. Vacancies occurring during the school year shall be filled with substitutes at the option of the District to the end of the semester, except as follows:
 - a. Special education non-mandated para-educators are defined as those para-educators who are assigned for the health and safety needs of individual students via an Individual Educational Planning and Placement Committee (IEPC).
 - b. Non-mandated (temporary) special education para-educators positions shall be filled by substitute employees at the option of the district for up to a two year period. If a student (other than early childhood special education, see subsection c., below) continuously requires a non-mandated para-educator during two consecutive school years, the para-educator position will be considered a vacancy and filled for the beginning of the next school year.

- c. Non-mandated (temporary) special education para-educator positions in the Little People Land (Early Childhood Special Education) Program shall be filled indefinitely by substitute employees at the option of the District.
- d. If a non-mandated (temporary) special education para-educator is required in the Early Childhood Special Education Program for two consecutive school years and the student continues to require a non-mandated para-educator in their next special education program placement (after the Early Childhood Special Education Program), and the special education program is operated by the MAISD, then the position may be filled with a substitute at the discretion of the District for one school year, after that year, the position (if still required) shall be posted for the beginning of the following school year.

4. Vacancies created by consummated internal requests need not be posted.

B. Postings shall include the following information:

- 1. Type of work
- 2. Location of work
- 3. Starting date
- 4. Rate of pay
- 5. Hours to be worked
- 6. Classification
- 7. Necessary qualifications as follows:
 - a. Special Education Para-Educators The Board will comply with State and federal requirements, including any No Child Left Behind requirements.
 - b. Technical Education Paraprofessionals: High School Diploma or GED equivalent with two years work experience in job specific field; Associate Degree, appropriate license or certificate in Program area; or one year work experience and one year of college. In addition, must meet any applicable state or federal requirements, including any under the No Child Left Behind Act.
 - c. Administrative Assistants hired after July 1, 2008 – a general test of secretarial skills will be administered. This test will be mutually updated by December 31, 2008, by Board representatives and Association representatives. Test questions will be selected and discussed by Board representatives and Association representatives.

Acceptable and consistent test norms and/or ranges will be determined by the MAISD Superintendent and an Association representative. Tests will be administered and scored by a Board representative and an Association representative. All employees will have the right to review their general tests and be given test results. Confidentiality of test results and test questions will be maintained.

Where applicable, a bus driver in either of the above classifications shall have a valid driver's license and certificate to drive a school bus.

The Board may establish qualifications in addition to those set forth above provided they directly relate to the required duties of the job. It is understood that the reasonableness of the qualifications established by the Board is subject to the grievance procedure set forth in Article IX.

Any employee interested in posted vacancies may apply in writing to the District within the five (5) work day posting period. Any employee's written application shall include a specific written statement explaining personal qualifications they deem relevant to the vacancy. Any employee may request copies of postings be forwarded to their home address during the summer by filing a written request with the Office of the Superintendent.

- C. The criteria shall be used in the following order to fill vacancies:
1. Qualifications (may include: specific training, academic ability and classroom experience as appropriate to the position)
 2. Seniority.
- D. Within twenty (20) work days after the expiration of a vacancy posting period, the District shall make a determination as to which applicant shall be selected. Notice of the selection shall be sent thereafter to all applicants and the president and treasurer.

Employees granted positions by the District shall serve a sixty (60) work day trial period. The District reserves the right during said period to return the employee to their former position if the employee does not meet acceptable performance standards.

- E.
1. Any MEA bargaining unit member can express an interest in summer employment in writing not later than April 15 each year. Assignments to summer positions shall be made on the basis of qualifications and seniority. Known assignments will be communicated to employees by May 15.
 2. Individuals hired to fill vacancies in summer positions who are not regular school year employees of the District shall not be subject to the terms and conditions of the master agreement.
- F. When a part-time job becomes a full-time job, it must be posted. Copies of all postings are to be sent to the Association president.
- G. An employee whose request for a vacancy is granted shall relinquish the right to other transfers for a period of 12 months unless waived by the administration.
- H. A para-educator whose position is discontinued (assigned student leaves) shall be reassigned by the Superintendent or his/her designee.

ARTICLE XII

EVALUATION OF EMPLOYEES

- A. All formal evaluations shall be reduced to writing and a copy given to the employee within ten (10) work days of the evaluation. If the employee disagrees with this evaluation, he/she may submit a written answer which shall be attached to the copy of the evaluation in question.
 - 1. When formal monitoring or observation is used by an evaluator, it shall be conducted openly and with full knowledge of the employee. It is understood, however, that evaluations need not include formal monitoring or observation.
- B. If an employee is asked to sign an evaluation placed in his/her file, such signature shall be understood to indicate his/her awareness of the evaluation, but in no instance shall said signature be interpreted to mean agreement with the content of the evaluation.
 - 1. Employees shall be evaluated not less than once every three (3) years on or before April 1.

ARTICLE XIII

LAYOFF AND RECALL

- A. For the purposes of this Agreement, there shall be five classifications of employees:
 - 1. Para-educators
 - 2. Bus drivers
 - 3. Career Technical Education Paraprofessionals
 - 4. Custodians
 - 5. Administrative Assistants
- B. Layoff shall be defined as a reduction in the work force within the classification. The Association may request to meet to discuss proposed reductions and the various means to that end.
- C. In the event of a reduction in the work force within a classification, the employer shall first layoff probationary employees within that classification, provided there are qualified non-probationary employees to perform the remaining work. If further reductions are necessary, the criteria will be used in the following order to reduce staff:
 - 1. Qualifications (may include: specific training, academic ability and classroom experience as appropriate to the position)
 - 2. Seniority.

- D. Employees whose positions have been eliminated shall have the right to be transferred upon request to the position held by the least senior person within the classification and job description (as stated above in A, 1-5) or choose a position from the substitute list provided they meet the qualifications. The least senior employee within the bargaining unit may pick from the substitute list for a position (retaining bargaining unit member wages, benefits and rights) or shall be laid off in accordance with the contract. The bumping process will occur only after a school year has ended and must be concluded by August 1 of the next school year.
1. Employees who bump into other positions will be given a thirty (30) work day trial period.
 2. Ten and twelve month positions will be treated the same for bumping purposes.
 3. Transportation staff qualifications will be determined by the following criteria:
 - a. Successful completion of all state department requirements (CDL, drug and alcohol testing, etc.)
 4. In the event of a unit vacancy the most senior member on the substitute list will be asked first to fill the vacancy. If they decline, the district will continue to offer the vacancy to those on the substitute list, by seniority, until someone accepts. If the position is still open, the least senior member on the substitute list must fill the vacancy or be laid off in accordance with the contract.
- E. No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff unless there is an economic emergency where as much notice as possible up to thirty (30) days will be given.
- F. Non-probationary employees shall be retained on a recall list for a period of two (2) years. Employees will be recalled in the inverse order of layoff to vacancies for which they are qualified within their classification. Notices of recall shall be sent by registered mail to the employee's last known address on file with the District. The notice of recall shall state the time and date on which the employee is to report to work.

Employees who fail to respond to the receipt of a recall notice within ten (10) business days shall be considered terminated from employment. Employees declining recall shall forfeit any further entitlement to employment.

ARTICLE XIV

SENIORITY

- A. Seniority: Seniority shall be determined as the length of continuous service to the District in the classification as set forth in Article XIII, A. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.

- B. Probationary employees shall have no seniority until the completion of their probationary period, at which time their seniority shall revert to the first day of work.
- C. Employees transferred to non-unit positions shall have their accumulated seniority frozen.
- D. Seniority shall be lost by an employee upon termination, resignation, or retirement.
- E. The Employer shall prepare, maintain and post the seniority lists. The seniority lists shall be prepared and posted conspicuously in all buildings of the district by October 1 of each year. A copy of the seniority lists and subsequent revisions shall be furnished to the Association.

ARTICLE XV

NO STRIKE CLAUSE

- A. The Association agrees that it or the employees shall not authorize, sanction, condone, or engage in any strike or related activities for the duration of this Agreement.
- B. The Board will have the right to all remedies available at law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article of the Agreement.

ARTICLE XVI

COMPENSATION

- A. The basic compensation shall only be as set forth in Appendix "A."
- B. The normal work week for all employees shall be Monday through Friday.
- C. The following conditions shall apply to all overtime work:
 - 1. Time and one-half will be paid for all hours worked over forty (40) hours in a week except as hereinafter provided.
 - a. Time spent on paid or unpaid leaves (i.e., sick leave, Act of God days, vacation, holiday, association days, conference days, personal business leave, etc.) shall not count as hours worked for purposes of computing overtime pay.
 - b. Compensatory time off may be approved in accordance with the applicable guidelines of the Michigan Department of Labor.

- c. Employees scheduled to work in excess of eight (8) hours per day are off work on a paid leave day (i.e., sick leave, personal leave, Act of God days, etc.) shall only receive eight hours pay for such days.
2. All hours worked on Saturdays and Sundays shall be time and one-half.
- D. The Board shall reimburse each driver for the difference between the cost of a chauffeur's license and that of a regular license.
 - E. A regular driver's work day will begin when assigned to start his/her bus for a safety check and will end upon completion of assigned duties at the end of the day.
 - F. If Career Technical Education Annually Authorized paraprofessionals are asked to substitute teach in place of an instructor, they will be paid the additional "minimum wage" amount per hour in addition to their regular hourly rate for student contact hours only.
 - G. Any additional hours worked by custodians, administrative assistants, career technical education paraprofessionals or para-educators must have the prior approval of the supervisor. It is expressly understood that all special banquets and night classes are excluded from this agreement.
 - H. Unused Sick Leave
When a staff member applies for and begins collecting retirement pay from Michigan Public School Employees Retirement System (MPSERS) and has completed ten (10) years of service with MAISD, he/she shall be entitled to receive payment for unused sick leave equal to one-fourth (1/4) of the number of accumulated sick leave days; an employee with 20 or more years of service with MAISD shall receive payment for unused sick equal to one half (1/2) of the number of accumulated sick leave days.

Sick leave days reimbursement shall be calculated on eight (8) hour days and will be paid a daily rate of \$100.00.

ARTICLE XVII

FRINGE BENEFITS

- A. The Board's full responsibility under this article is to provide the specified premium rates toward the purchase of health insurance to eligible employees. It is expressly understood that all coverage's provided hereunder are specifically subject in all respects to the rules and regulations of the various insurance carriers.
- B. The Board shall not be required to make duplicate contributions toward medical-hospitalization insurance premiums for its employees. To avoid such duplication where applicable, one employee shall be designated the insured and the other as a covered dependent. Such designation shall be determined by the employees involved.

C. For all employees employed as of July 1, 2008, and scheduled to work 27 ½ hours or more per week, the Board shall provide the following MESSA Choices II Plan A for a full twelve month period for the bargaining unit member and his/her entire family as defined by MESSA. Any member employed after July 1, 2008, shall work 30 hours to be eligible for the insurance noted above.

Health: Choices II MESSA PPO in-network deductible –\$200 individual; \$400 family
 MESSA Choices II PPO out-of-network deductible \$400 individual; \$800 family per calendar year;
 OV/UC/ER Co-pay: \$5/\$10/\$25
 MESSA Saver Rx
 (Includes \$5,000 Basic Term Life with AD&D)

NEGOTIATED LTD:	None	
NEGOTIATED LIFE:	\$5,000	\$5,000 AD&D
VISION:	VSP-2	Plan Year is July to July
DELTA DENTAL:	6186-0010	60:60/60/60 \$1,000; \$1,000 Class I, II & III Max.
MONTCALM	Cleanings: 2	

Starting with January 1, 2011, a \$200/\$400 in-network deductible will be added to the MESSA Choices II insurance plan. This deductible will be paid by the employee and reimbursed at ½ the applicable deductible according to the following:

In order to qualify for the deductible reimbursement, claims must be submitted not later than the 10th calendar day (January 10, April 10, July 10 and October 10) of the end of a quarter in which the staff member believes the deductible has been met. At that time, the employee shall be reimbursed by the district ½ of the applicable deductible paid by the employee.

In the event the deductible was not met for the calendar year, the employee will be reimbursed ½ of any out of pocket amounts that were applicable toward the deductible for the year. The MESSA Explanation of Benefits statements and/or receipts will be sufficient proof of the amount spent out of pocket. Confidential medical information may be blacked out when being submitted for reimbursement.

D. Any member employed after July 1, 2010, shall work 30 hours to be eligible for the insurance noted below.

Health: Choices II MESSA PPO in-network deductible –\$500 individual; \$1,000 family
 MESSA Choices II PPO out-of-network deductible \$1,000 individual;
 \$2,000 family per calendar year;
 OV/UC/ER Co-pay: \$20/\$25/\$50
 MESSA Saver Rx
 (Includes \$5,000 Basic Term Life with AD&D)

NEGOTIATED LTD:	None	
NEGOTIATED LIFE:	\$5,000	\$5,000 AD&D
VISION:	VSP-2	Plan Year is July to July
DELTA DENTAL:	6186-0010	60:60/60/60 \$1,000; \$1,000 Class I, II & III Max.
MONTCALM	Cleanings: 2	

Starting with January 1, 2011, a \$500/\$1,000 in-network deductible will be added to the MESSA Choices II insurance plan. This deductible will be paid by the employee and reimbursed at ½ the applicable deductible according to the following:

In order to qualify for the deductible reimbursement, claims must be submitted not later than the 10th calendar day (January 10, April 10, July 10 and October 10) of the end of a quarter in which the staff member believes the deductible has been met. At that time, the employee shall be reimbursed by the district ½ of the applicable deductible paid by the employee.

In the event the deductible was not met for the calendar year, the employee will be reimbursed ½ of any out of pocket amounts that were applicable toward the deductible for the year. The MESSA Explanation of Benefits statements and/or receipts will be sufficient proof of the amount spent out of pocket. Confidential medical information may be blacked out when being submitted for reimbursement.

Career Technical paraprofessionals only:

The District agrees to schedule all career technical education paraprofessional employees hired prior to July 1, 2004, at least twenty-seven and one-half (27½) hours or more per week. For those District-employees previously scheduled twenty-five (25) hours per week, the District shall retain the right to assign work to the employee in or around the building in which the employee is assigned. The Union acknowledges that the District has the right to fill or eliminate any positions which become vacant through retirement, discharge or otherwise. If these twenty-five (25) hour per week employees do not fulfill the 2½ hours of additional work assignment, after two (2) warnings, they will lose their fringe benefits immediately.

- E. All Employees not electing MESSA Choices II Plan A will select the MESSA Choices II Plan B:

Health:	None	
Negotiated LTD:	None	
Negotiated Life:	\$5,000	\$5,000 AD&D
Vision:	VSP-2	Plan Year is July to July
Delta Dental:	6186-0011	60:60/60/60 \$1,000; \$1,000 Class I, II & III Max.
MONTCALM	Cleanings: 2	

Three hundred Forty-five dollars (\$345.00) per month cash option through a Section 125 Plan of the Internal Revenue Code.

- F. MESSA Choices II PPO In-network Deductible \$200 individual; \$400 family
MESSA Choices II PPO Out-of-network deductible \$400 individual; \$800 family per calendar year and MESSA Saver Rx annually will be paid by staff members for the duration of this agreement.
- G. Career technical education paraprofessional, para-educators and Bus Drivers Only
For employees scheduled to work twenty (20) hours to twenty-seven and one-half (27 1/2) hours per week, the Board shall provide a cash option in lieu of health benefits. The cash amount shall be two hundred twenty-five (\$225.00) per month cash option through a Section 125 Plan of the Internal Revenue Code.
- H. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "At work requirements" of the underwriting insurer with this employer before benefits are effective.
- I. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

ARTICLE XVIII

PAID HOLIDAYS AND VACATIONS

- A. General Provisions
 - 1. For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day (not to exceed eight (8) hours).
 - 2. To receive holiday pay, the employee must work the last scheduled day before and the first scheduled day after the holiday.
 - a. Employees on sick leave will be eligible for holiday pay at the discretion of the Superintendent.
 - b. Probationary employees shall not be eligible for paid holidays.
 - c. An employee on sick leave may be required to prove medical verification of illness.

Sections B and C apply to para-educators, Bus Drivers and career technical education paraprofessionals.

B. The following days shall be recognized and observed as paid holiday:

	<u>2010-11</u>	<u>2011-2012</u>	<u>2012-2013</u>
Thanksgiving	11-25-10	11-24-2011	11-22-12
Christmas	12-25-10	12-25-2011	12-25-12
Good Friday	04-22-11	04-06-2012	03-29-13
Memorial Day	05-30-11	05-28-2012	05-27-13

C. Regularly scheduled twelve-month Administrative Assistants and custodians shall receive the following paid holidays:

- *Labor Day
 - *Thanksgiving
 - *Day after Thanksgiving
 - *Christmas Day
 - *Day before or after Christmas
 - *New Year's Eve Day (If New Year's Day falls on a Tuesday, Wednesday, Thursday, or Friday)
 - *New Year's Day
 - *Good Friday
 - *Memorial Day
 - Independence Day
- (*Ten-month administrative assistants are eligible to receive these paid holidays)

If the actual legal holiday falls on Saturday, it will be observed on the preceding Friday. If it falls on Sunday, it will be observed on the following Monday.

D General Provisions for Vacations

1. Full year Administrative Assistants and Custodial staff shall be eligible for paid vacation.
2. Vacation days are not accumulated. A maximum of five vacation days may be carried over each year to be used by the next anniversary date. Request to carry-over five days must be submitted to the Superintendent in writing prior to the anniversary date.
3. Vacations shall be scheduled at a time when this will not interfere with or hamper normal operations of the Intermediate School District. Vacations are to be arranged with and approved by the Department Directors.
4. Vacation will be granted based upon the following schedule:
 - 5 days - First year (eligible after 6 months of employment)
 - 5 days - Second year
 - 12 days - Third year
 - 15 days - Fifth year
 - 18 days - Tenth year
 - 20 days - Fifteenth Year +

ARTICLE XIX

MISCELLANEOUS

A. ALL EMPLOYEES

1. Employees shall be required to attend all meetings called by the Administration. Reasonable effort will be made to call meetings during working hours.
2. In the event that an employee is not able to report for work for any reason, notice shall be made to the office as soon as practical.
3. Approved employee travel by car shall be at the rate established by the Board.
4. Physical examinations required by the Board shall be paid by the Board.
5. The Board reserves the right to transfer work to constituent districts. During the term of this Agreement, contracting of work other than to constituent districts shall be subject to negotiations between the parties.
6. The Board may continue to utilize state or federally funded programs to operate positions within the district such as the foster grandparent program.
7. The Board may utilize uncompensated volunteers for such special events as trips to Tiger ball games and the Special Olympics.
8. The Board may continue to utilize other volunteers to the extent that they are not utilized to displace bargaining unit members.
9. The Board shall provide inservice on universal precautions to all employees.
10. The Board shall provide inservice instruction to all employees coming into contact with medically fragile and EI students.
11. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision of application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

B. BUS DRIVERS

1. The Board will designate a Physician(s) to provide the physical examination or pay an amount up to the Board Physician rate to be used by the bus driver to receive a physical examination from a Physician of the bus driver's choice.
2. All field trips or community based instruction that are needed during the school day will be posted and then assigned by seniority by available employees.

3. Bus aide positions will not be selected until all driving positions are filled. In the event all bus driving routes have not been filled, drivers who passed initially will be assigned in inverse order of seniority to routes until filled.
4. Routes will not be offered until all local school districts have given names and addresses of students to be picked up. Routes will be offered at least three (3) business days before the first day of school.
5. In the event a substitute driver or aide is needed, the assistant or transportation supervisor will assign the vacancy from a list of certified and qualified people who have signed up to do substitute work. Qualified union members available to work on specific dates will notify supervisor one week prior to that date. In the event all available drivers refuse, the District shall have the right to assign.

C. CUSTODIAL/ADMINISTRATIVE ASSISTANTS

1. When extra hours (non-overtime, hours outside regular assignment) become available, such hours shall be offered on a seniority basis to the employee(s) in the classification who does not have an 8-hour per day assignment. In order to receive such hours, the employee must possess the skills necessary to perform the duties involved. The extra hours must not conflict with the employee's current schedule.

ARTICLE XX

DURATION OF AGREEMENT

Upon ratification of the parties this Agreement shall continue in effect until June 30, 2013.

Montcalm Area Intermediate Board of Education

Date: _____

By: _____

President

By: _____

Secretary

Montcalm Area Intermediate Education
Support Personnel Association

Date: _____

By: _____

President

By: _____

President

By: _____

Vice-President

APPENDIX A

2010-2011 1.50% -- all salary schedules
 2011-2012 1.0% -- all salary schedules
 2012-2013 1.0% -- all salary schedules

Step	2010-11 Salary	2011-2012 Salary	2012-2013 Salary
COS/Health			
1	13.55	13.69	13.83
2	14.11	14.25	14.39
3	14.61	14.76	14.91
4	15.23	15.38	15.53
5	15.72	15.88	16.04
6	16.31	16.47	16.63
7	16.85	17.02	17.19
8	17.18	17.35	17.52

CTE Para-Pros			
1	11.41	11.52	11.64
2	11.94	12.06	12.18
3	12.50	12.63	12.76
4	13.04	13.17	13.30
5	13.55	13.69	13.83
6	14.11	14.25	14.39
7	14.61	14.76	14.91
8	14.90	15.05	15.20

Para-education/Bus Drivers	2010-2011	2011-2012	2012-2013
1	10.42	10.52	10.63
2	10.79	10.90	11.01
3	11.21	11.32	11.43
4	11.56	11.68	11.80
5	11.98	12.10	12.22
6	12.36	12.48	12.60
7	12.76	12.89	13.02
8	13.15	13.28	13.41
9	13.54	13.68	13.82
10	13.94	14.08	14.22
11	14.32	14.46	14.60
12	14.73	14.88	15.03
13	15.12	15.27	15.42
14	15.43	15.58	15.74

APPENDIX A (Continued)

2010-2011 1.50% -- all salary schedules
2011-2012 1.0% -- all salary schedules
2012-2013 1.0% -- all salary schedules

Custodians/Administrative Assistants	2010-2011	2011-2012	2012-2013
0	10.33	10.43	10.53
1	10.75	10.86	10.97
2	11.23	11.34	11.45
3	11.71	11.83	11.95
4	12.18	12.30	12.42
5	12.65	12.78	12.91
6	13.12	13.25	13.38
7	13.60	13.74	13.88
8	14.06	14.20	14.34
9	14.53	14.68	14.83
10	15.34	15.49	15.64
11	15.64	15.80	15.96

1 Step may be given for each year of college. (30 semester hours) He/she will advance one step the first year following notification of 30 semester hours earned.

The Board shall grant up to three (3) steps on the salary schedule for outside related commensurate "paid job specific experience."

Longevity Pay for all groups of \$350.00 after 15 years.

Salary increase implementation date will be July 1st for 12-month Administrative Assistants and Custodians and employee first reporting day of school for 10-month employees.