

**Master Agreement**

**Between**

**Tri County Area Schools'  
Board of Education**

59080  
06 30 2010  
TCSSPA MEA  
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**And**

**Tri County Support Staff  
Personnel Association**

**For**

**July 1, 2006 – June 30, 2010**

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**Article 1**  
**Agreement**

This Agreement is entered into between the Board of Education of the Tri County Area Schools, hereinafter referred to as the District or Employer, and the Tri County Support Staff Personnel Association MEA/NEA, hereinafter referred to as the Association.

**Article 2**  
**Recognition**

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1976 of the State of Michigan, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees of the Employer included in the bargaining unit described below:

Food service employee, paraprofessionals (Instructional, Special Needs, Preschool and Resource Room, Library, Alternative Education), who are employees of the District but excluding clerical aides, substitutes, supervisory and executive personnel as well as any other certificated and non-certificated personnel employed by the Board.

- B. The District agrees that it will not discriminate against any bargaining unit member by virtue of his/her membership or activity in the Association.
- C. Reference to "employees" shall include all members of the bargaining unit.

**Article 3**  
**Management Rights**

- A. 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, Board of Education minutes, 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. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation, but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement 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 force 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. Direct the working forces, including the right to hire, promote, suspend and discharge employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
  4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, and the institution of new and/or improved methods of changes therein.
  5. Adopt reasonable rules and regulations.
  6. Determine the qualifications of employees, including physical conditions as they pertain to the job.
  7. Determine the location or relocation of its facilities, including the re-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.
  8. Determine the placement of operations, production, services maintenance or distribution of work, and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
  11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

#### **Article 4** **Association Security**

- A. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or terminate their membership in the Association.
- B. Each employee covered by the negotiated Agreement between the Board and the Association shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of duties, join the Association or pay a service fee to the Association, which is determined in a legally permissible manner to constitute the cost of representation; provided, however, that the employee may authorize payroll deduction for such fee. In the event an employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the employee's salary and remit same to the Association under the procedure provided below.
- C. The procedure in all cases of non-payment of the service fee shall be as follows:
  1. The Association shall notify the employee of non-compliance by personal service and/or certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and it shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  2. If the employee fails to remit the service fee or authorize deduction for it, the Association may request the Board to make such deduction pursuant to paragraph B. above.
  3. The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same.

4. The Board and Association may mutually agree, in writing, to withhold and/or to suspend involuntary wage deduction, and/or to place any involuntary wage deductions in an escrow account pending any legal challenges.
- D. Objections Policy—Pursuant to *Chicago Teachers Union v. Hudson*, 106 S Ct 1066 (1986), the Association has established a “Policy Regarding Objections to Political–Ideological Expenditures.” That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. Unless, and until, the procedures in that policy, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- E. This Article shall be effective for each school year of this Agreement, and all sums payable hereunder shall be determined from the beginning of each school year. Persons becoming members of the collective bargaining unit during the course of any school year shall have their service fee prorated over the school year.
- F. Authorization for dues deductions shall continue in effect unless revoked in writing. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20) of such dues from each regular salary check of the employee for twenty (20) consecutive pays, beginning in September. In the event an employee misses one (1) or more pay periods during which payroll deductions for dues or service fees would have been made, the missed deduction(s) shall be then added at the end of the twenty (20) pay periods, to the twenty-first (21<sup>st</sup>) pay and beyond, as needed, to make the full twenty (20) deductions, upon notification from the Association that such deductions are necessary and the amount(s) of those deductions.
- G. Deductions for employees employed after the commencement of the school year and/or who begin dues or fee payments after September shall be prorated to complete payments no later than the following June.
- H. The Board shall be held harmless from any and all claims, demands, suits and other forms of liability from the determination of the non-member’s service fee. The Association will annually certify to the Board, at least fifteen (15) calendar days prior to the date of the first payroll deduction, the amount of Association dues and service fees to be deducted by the Board and that said service fees include only those amounts permitted by the Agreement and by law.
- I. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

**Article 5**  
**Payroll Deductions**

- A. Authorized deductions of membership dues or service fees shall be made from each paycheck in accordance with Article 4, F. The Board agrees to promptly remit to the Association Treasurer all monies so deducted, accompanied by a list of employees from whom the deductions have been made, within fifteen (15) calendar days of said deduction. An employee may also pay his/her dues or service fees in full to the Association Treasurer within thirty-one (31) calendar days of the beginning of each school year.
- B. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance

to Independent Bank of West Michigan, Bank of Lakeview, Grand Rapids Teachers' Credit Union, Montcalm Public Employees Credit Union, United Way of Montcalm County, MEA-PAC/NEA Fund for Children and Public Education, MEA Financial Services Tax Deferred Annuity or any other entity mutually agreed upon by the Employer and the Association.

**Article 6**  
**Association Rights and Responsibilities**

- A. Upon approval of the Employer, the Association shall have the right to use the building facilities at reasonable times and hours for Association meetings outside the workday when an operating staff is on duty provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the Building Administrator. When special custodial service is required, the Employer will charge the Association for the actual charge involved.
- B. The Employer agrees to provide in the form in which it is available in the District, upon written application of the Association, all financial and non-confidential information relative to the District.
- C. The Employer agrees to provide the Association access to bulletin board space in MacNaughton Elementary, Sand Lake Elementary, Edgerton Upper Elementary, the High School, Middle School, and Alternative Education School.
- D. The Association may utilize the school mail system.
- E. An employee of the Association may discuss Association business on school property provided the discussion takes place on the employee's own time and does not interfere with or disturb school operations.

**Article 7**  
**Employee Rights and Responsibilities**

- A. All employees shall properly perform the duties of their employment.
- B. In cases of absence, an employee shall notify his/her immediate supervisor or designee according to program or building procedures.
- C. It is the responsibility of every employee to inform the Superintendent's Office of any change of name, address, telephone number, or of any other factors that would affect his/her job responsibilities or compensation and fringe benefits.
- D. The parties agree that good health is one of the prerequisites for employment. An employee is expected to disclose any known health or physical conditions that may affect the employee's ability to perform his/her assigned duties. The Employer may require an employee to have a physician's examination at any time at no cost to the employee in order to determine the fitness of such employee.
- E. Each employee shall have the right, upon request, to review during regular business hours the contents of his/her own personnel file maintained by the school system. A representative of the Association may, with written permission from the employee, review the employee's personnel file. The review will be made in the presence of the administrator responsible for the safe keeping of the file. Privileged information such as confidential and previous employers' recommendations is specifically exempted from such review. The administrator

shall remove such privileged information from the file prior to a review of the file by the employee. A representative of the Association may, at the employee's request, accompany the employee in this review. Review of the files shall be limited to four (4) reviews annually. The employee shall limit reviewing files to off duty time.

- F. Should an employee object to material being placed in the personnel file, written objections signed by the employee may be attached to the material.
- G. No non-probationary employee shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure set forth herein. It is understood that the Employer's decision to discharge or discipline a probationary employee for other than Association activity is not subject to the grievance procedure. It is further understood that the reduction in workweek, days or hours or layoffs is not within the meaning of discipline.
- H. Disciplinary action shall be defined as any verbal reprimand, written reprimand, suspension without pay or discharge.
- I. An employee shall be entitled to have present a representative of the Association when disciplinary action is being taken. When a request for such representation is made, no action shall be taken for up to five (5) workdays with respect to the employee until such representative of the Association is present.
- J. Whenever disciplinary action is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the employee's personnel file and a copy thereof given to the employee.
- K. Any case of assault upon an employee shall be promptly reported to the Board or its designee. The Employer shall provide reasonable assistance to the employee in such instances.
- L. The Board shall provide access to approved legal counsel to advise the employee of his/her rights in the event the employee is complained against or sued for action taken by the employee while in pursuit of his/her employment.

## **Article 8**

### **Grievance Procedure**

- A. A "grievance" is a claim by an employee or the Association of an alleged violation of this Agreement specifying the part of the Agreement that is claimed to be violated and the specifics of such violation.
- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed invalid on the basis of timeliness or settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.
- C. LEVEL ONE
  - 1. Within fourteen (14) workdays of the date the grievance occurs, the employee(s) shall notify the immediate supervisor of the intent to invoke this step of the grievance procedure by giving notice, in writing, of the section of the Agreement that is in issue and requesting an opportunity to confer as soon as possible. The employee shall discuss the grievance with the immediate supervisor individually or with an Association representative with the object of resolving the matter informally. Within five (5) workdays



after discussion of the grievance, the supervisor or designee shall give his/her disposition orally to the employee along with written notice that the oral disposition has been given.

2. If the grievance is not resolved informally, the employee shall, within five (5) workdays of receipt of the supervisor's or designee's disposition, submit to the supervisor or designee a written grievance. Said grievance shall be on a form such as found in Appendix A. The supervisor or designee shall give the employee an answer in writing no later than five (5) workdays after receipt of the written grievance.

D. LEVEL TWO

1. If the aggrieved is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered in the time allowed, the grievance shall, within ten (10) workdays after receipt of the decision or the expiration of the timeline for receiving the decision, be transmitted by the employee or the Association to the Superintendent stating the grievant's desire to pursue the grievance at Level Two.
2. Within ten (10) workdays of receipt of such grievance, the Superintendent or designee will meet with the aggrieved to discuss the issue. A written answer shall be given within ten (10) workdays after the meeting.

E. LEVEL THREE

1. If the grievance has not been settled at Level Two, the Association may submit the matter to arbitration, provided such submission is made within ten (10) workdays after receipt of the Level Two answer.
2. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Rules and Regulations, within the time specified above, and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement nor to hear any matter related to the dismissal or non-retention of a probationary employee.
3. The fees and costs of the arbitrator and of the American Arbitration Association shall be borne equally by the parties.

F. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this Agreement.

G. Any grievance occurring during the period between the termination of this Agreement and the effective date of a new Agreement shall not be processed.

H. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and provided a representative of the Association has been given opportunity to be present at such adjustment.

I. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance.

J. It is understood by the parties that no grievance shall be filed or based upon a prior or previous agreement or upon an alleged grievance occurring prior to the effective date of the Agreement.

K. No grievance shall be filed for or by any employee after the effective date of the person's resignation.

L. A workday shall be any day that the Central Office is open for business.

**Article 9**  
**Seniority**

- A. Seniority is defined as the length of continuous service as an employee within a specified classification beginning with the employee's most recent hiring date. The classifications are:
  - 1. Paraprofessionals (Instructional, Preschool, Resource Room, Special Needs, Library, and Alternative Education)
  - 2. Food service employee
- B. In the event that more than one (1) individual has the same starting date of work, position on the seniority list shall be determined by casting lots at a meeting attended by a representative of the Association, a representative of the Board, and the personnel affected. The Association and individuals affected will be notified in writing of the date, place and time for the casting of lots.
- C. There shall be no seniority among probationary employees. Once the probationary period has been fulfilled, seniority shall be determined from the date of hire.
- D. Seniority shall be lost should the employee resign, retire or be discharged. Seniority shall be frozen in the event of layoff. Time spent on an unpaid leave of absence for more than sixty (60) workdays shall not count toward seniority.
- E. The seniority list shall, by classification, be revised to reflect the employees' seniority status and shall be provided to the bargaining unit annually.
- F. An employee transferring from one classification to another will be placed at the bottom of the new classification seniority list. Seniority in the classification he/she is moving from will remain as it was at the time he/she left the classification for a period of time equal to his/her seniority in the former classification.

**Article 10**  
**Vacancies and Transfers**

- A. A vacancy shall be defined as any position in the bargaining unit, either newly created or existing, that is not filled.
- B.
  - 1. A vacancy shall be posted by the District for ten (10) calendar days during the school year and fifteen (15) calendar days during the summer months. The Association President shall receive a copy of all postings. An employee desiring immediate notification of any opening occurring during the summer months will provide the Central Office a set of self-addressed, stamped envelopes by June 1. Said employee shall have the posting mailed to him/her.
  - 2. An employee who would be interested in bidding on a vacant position, either by building or specific type, should it be posted, may indicate same by providing written notice to the Superintendent. By providing notice the employee does not indicate that he/she will bid on a posting; it is only an indication of interest.
  - 3. Any employee interested in bidding on a posted position shall apply in writing to the Superintendent or his/her designee. The most senior internal applicant shall be given preference, if he/she is qualified for the position.
  - 4. The District shall have the right to fill any vacancy on a temporary basis while filling the vacancy.
- C. An employee who is to be involuntarily transferred within a classification from one (1) work site to another will be notified as far in advance as possible by the building administrator.

- D. 1. In the event an employee is awarded a position in a different classification and/or job title from the one he/she is currently working in through the posting process, the employee shall be given a thirty (30) workday trial period in which to show his/her ability to perform on the new job. The Board shall give said employee reasonable assistance to enable him/her to perform up to the District's standards on the new job.
- 2. If the employee is unable to demonstrate ability to perform the work required during the trial period from 1. above, he/she shall be returned to his/her previous assignment. The Board shall be allowed to temporarily fill the employee's original position until the completion of the trial period.
- E. An employee going from a classification with a lower wage schedule to one having a higher wage schedule shall be placed on a step providing a wage closest to his/her previous wage provided the new wage is not less than would have been earned in the previous classification. An employee going from a higher wage schedule to a lower or like wage schedule shall be placed on the same step of the new wage schedule as the previous wage schedule.
- F. If the District becomes aware that an employee will be absent for more than thirty (30) workdays, his/her assignment will be considered a temporarily vacated position. A temporarily vacated position will be posted for two (2) consecutive workdays and will be filled on the basis of seniority from qualified applicants. A subsequent vacancy(ies) shall be posted and filled in similar manner. Upon return of the absent employee, the employee(s) who was transferred shall return to his/her original position.

**Article 11**  
**Conditions of Employment**

- A. An employee shall be considered a probationary employee until he/she has completed ninety (90) workdays of employment. The purpose of the probationary period is to provide the Board with an opportunity to determine whether an employee has the ability and other attributes that will qualify him/her for regular employee status. During the probationary period, an employee may be terminated at the sole discretion of the Board.
- B. The performance of each employee shall be evaluated at least every 3 years. Each evaluation shall be based, at a minimum, upon at least one (1) observation. Other factors may be considered and additional observations may be made.
- C. All observations of the work of an employee shall be conducted in person and with the full knowledge of the employee. Each paraprofessional observation shall be for not less than one (1) period or the duration of a particular class activity. No observation shall unduly interfere with the teaching-learning situation.
- D. Following each observation, which shall include a conference with the evaluator within ten (10) workdays of the observation, the employee shall sign and be given a copy of the observation report prepared by his/her evaluator. The employee's signature will not be construed to mean that he/she necessarily agrees with the contents of the observation report. An employee may submit a self-evaluation and/or submit additional comments to the written observation report if he/she so desires. All written observation reports are to be placed in the employee's personnel file.
- E. The evaluation report shall be reduced to writing, signed by the evaluator and the employee, and a copy given to the employee. The employee's signature will not be construed to mean that he/she necessarily agrees with the contents of the evaluation report. If the employee disagrees with the evaluation, he/she may submit a written response that shall be attached to

the file copy of the evaluation in question. If an administrator believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of specific ways in which the employee is to improve and of the assistance to be given by the administration. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

- F. Each employee's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this employee is \_\_\_satisfactory, \_\_\_needs improvement, \_\_\_unsatisfactory (check one)."
- G. The content of any evaluation is not subject to the grievance procedure.

## **Article 12** **Paid Leaves**

- A. At the beginning of each school year, each employee shall be granted a total of ten (10) sick leave days\* with a maximum accumulation of one hundred eighty (180) days. Sick leave days shall be used for the following purposes:
    - 1. Illness or injury to the employee.
    - 2. Critical illness of a member of the immediate family. Immediate family is defined as spouse, child, stepchild, parent, sister, brother, grandparent, grandchild, father-in-law, and mother-in-law, brother-in-law, and sister-in-law. Days may be granted for additional family members at the discretion of the Superintendent.
    - 3. A maximum of five (5) days per year for personal business. No more than two (2) employees per classification may use personal business days at the same time except at the discretion of the Superintendent or his/her designee. An employee taking a personal leave day shall notify his/her supervisor in writing at least three (3) days prior to the date of such leave except in the case of an emergency. Additional personal days may be granted at the discretion of the superintendent.
- \*A sick leave day shall be defined as the number of hours in the employee's regular workday.
- B. Bereavement leave of up to five (5) paid days shall be provided an employee for the death of a spouse, child, stepchild, parent, sister, brother, grandchild, father-in-law, or mother-in-law. Upon request of the employee, and at the discretion of the Superintendent, additional leave days with pay may be granted if the employee has accumulated sick leave days. Said additional leave days granted by the Superintendent shall be up to five (5) sick leave days.
  - C. A record of accumulated leave days shall be given to each employee at or near the beginning of each school year.
  - D.
    - 1. An employee called to serve on jury duty shall not suffer a reduction in salary. The Employer shall pay the difference between jury duty pay and the employee's salary.
    - 2. In the event an employee is subpoenaed to testify during his/her normal workday, he/she may be paid the difference between the payment for testifying, if any, and his/her regular salary for the day if, in the opinion of the Superintendent, it is work related. The employee must return to work as soon as is practicable after providing the testimony. The decision of the Superintendent is not subject to the grievance procedure.
  - E. At the beginning of every school year, the Association shall be credited with a total of eighty (80) hours to be used by bargaining unit members who are officers or agents of the Association, such use to be at the discretion of the Association. No more than two (2) employees may use Association Leave at the same time except at the discretion of the

Superintendent. The Association agrees to notify the Board no less than seventy-two (72) hours in advance of taking such leave and will provide compensation to the Board of Education for the substitute hired (if any). Additional leave hours may be granted at the discretion of the Superintendent under the same restrictions.

### **Article 13** **Unpaid Leaves**

- A. A general leave of absence without pay for a period not to exceed one (1) year may be granted to an employee with the approval of the Superintendent. Requests for an extension must be made 30 days prior to the expiration of the leave and will be granted at the discretion of the superintendent.
- B. An employee may request a leave of absence to serve in the military. Application for military service leave must be made to the Superintendent at least thirty (30) calendar days in advance of the date the leave is to begin except in an emergency. The granting of such leave shall be governed by applicable statutes and decisions of the courts.
- C. An employee whose personal illness extends beyond his/her accumulated sick leave time shall be granted a leave of absence without pay for up to a maximum of one (1) year provided medical verification is supplied.
- D. A leave of absence for up to one (1) year shall be granted to any employee for the purpose of childcare. Application for childcare leave must be made to the Superintendent at least thirty (30) workdays in advance except in an emergency. Said leave shall commence upon request of the employee. A pregnant employee may commence said childcare at her option. Likewise, she may terminate the leave with ten (10) calendar days' notice to the Employer anytime after the birth of the child provided that she is physically able to perform her work responsibilities. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee with ten (10) calendar days' notice to the Superintendent.
- E. All leave requests must be in writing.
- F. An employee may not take unpaid leave time at his/her discretion. If an employee has used all of his/her available sick time and has need for additional time, it must be approved in advance by his/her supervisor. If an employee takes leave time off without receiving permission, he/she may be subject to disciplinary action.
- G. An employee returning from a leave of absence must notify the Superintendent at least forty-five (45) calendar days prior to the expiration date of the leave of the employee's intent to return in order to permit planning, scheduling and placement. Failure to notify the Superintendent in a timely manner shall be considered as a voluntary quit. No employee on a leave of absence shall be guaranteed his/her former position but shall be assured a position commensurate with the employee's training and experience.

### **Article 14** **Hours of Work**

- A. Paraprofessionals
  - 1. The workweek for a regular full-time paraprofessional shall consist of not more than forty (40) hours or less than twenty-five (25) hours per week, Monday through Friday. A less than full-time paraprofessional may be hired and will work less than twenty-five (25) hours per week.

2. Each full-time paraprofessional will be scheduled for a daily, unpaid thirty (30) minute lunch period.
3. Each full-time paraprofessional will be scheduled for a daily total of thirty (30) minutes for paid breaks. For a less than full-time employee, the break time will be prorated for time worked.
4. Each full-time paraprofessional shall have at least one-quarter (1/4) hour preparation time per day. Preparation periods will be scheduled by the individual paraprofessional with the approval of the principal.
5. Each paraprofessional shall report to work on the workday before school begins and the workday following the final student day of the school year.
6. Whenever a principal or the Superintendent requests the presence of a paraprofessional at a parent-teacher conference or a Board of Education meeting, he/she shall attend and shall be paid his/her regular rate of pay for the time.
7. If a paraprofessional wishes to work less than a regular workday, he/she must submit a request in writing to his/her supervisor. With the supervisor's permission, he/she may take the requested time off.
8. Duplicate time sheets shall be made, with a copy to be filed at the school principal's office.

B. Food service employee

1. The workweek for a regular full-time food service employee shall consist of not more than forty (40) or less than twenty-five (25) hours per week, Monday through Friday. A less than full-time food service employee may be hired and will work less than twenty-five (25) hours per week.
2. Each full-time food service employee will be scheduled for a daily, unpaid thirty (30) minute lunch period.
3. Each food service employee will be scheduled for a daily fifteen (15) minute paid break for each four (4) hours of work.
4. Any food service employee required to work on Saturday, Sunday and/or a holiday will be paid at time and one-half (1 ½) rate of pay.
5. A rotational system for extra student activities and outside functions will be used to determine which employee will work extra time. Extra time will be granted based on seniority allowing that this does not cause overtime.
6. A rotational system for extra hours will be used to determine which employee/employees will work. Extra hours will be granted based on seniority. A bid sheet will be sent to each kitchen and returned the following day in the moneybag. Exception to this is if coordinator has less than 24 hours notice. Coordinator may select by seniority within the building requesting work. This exception will be included in the regular rotation roster for extra jobs. It will be up to the head of each building to see that the bid sheets are posted and are returned. It will be up to each individual to check the kitchen bulletin board for extra job bids. When more than 1 worker is needed time will be split amongst workers equally.
7. If the kitchen in any school building is used by any group to cook food, then a food service employee will be offered employment hours during the time of use.
8. On or before May 25 of each school year, each food service employee shall select his/her assignment for the ensuing year on the basis of his/her seniority.

9. When a food service worker is absent a senior food service worker in the same building may move up to fill the vacancy before a sub will be called, provided the additional time does not result in overtime pay.
10. If a food service employee is required to travel between buildings to complete his/her assignment, he/she will be paid at his/her regular rate of pay for the time.
11. During school lunch periods, no other individuals or groups will be allowed to sell food or drinks.

**ARTICLE 15**  
**Conformity to Law**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

**ARTICLE 16**  
**Layoff and Recall**

- A. The word "layoff" means a reduction in the work force.
- B. Layoff shall be conducted in four (4) separate classifications:
  1. Paraprofessionals (Instructional, Preschool, Resource Room, Special Needs, Library, Alternative Education)
  2. Food service employee
- C. No employee shall be laid off pursuant to a necessary reduction in the work force unless the employee shall have been notified of the layoff at least fourteen (14) calendar days prior to the effective date of the layoff except when funding is terminated without sufficient notice to comply with this provision.
- D. In the event of a necessary reduction in the work force, the employer shall, within the classification affected, first lay off probationary employees, then the least senior employees.
- E.
  1. A food service employee whose position has been eliminated due to a reduction in the work force shall have the right to assume a position for which he/she is qualified that is held by the least senior employee within their classification.
  2. A paraprofessional whose position has been eliminated due to a reduction in the work force shall have the right to assume another position for which he/she is qualified. For a full-time employee, said position shall be that held by the least senior full-time employee within his/her classification or the least senior part-time employee, if necessary, provided that the full-time employee has more seniority than the part-time employee. For a part-time employee, said position shall be that held by the least senior part-time employee. A full-time employee who can bump only a part-time employee may elect to take a voluntary lay-off rather than bump the part-time employee.
- F. A list of laid off employees shall be maintained by the Superintendent. Laid off employees shall accrue no seniority or contractual benefits during the period of layoff.

- G. Non-probationary employees shall retain their right to recall for a period of two (2) years from the effective date of layoff. Probationary employees shall retain their right to recall for a period of one (1) year from the effective date of layoff.
- H. Prior to recalling an employee to a vacant position, the position shall be posted for internal applicants only for a period of two (2) days. If there is a qualified applicant(s), the most senior applicant shall be granted the position and his/her position shall be posted for two (2) days. If there are no applicants or qualified applicants, the person being recalled shall be placed into the position.
- I. If a full-time employee bumped into a part-time position and there is a vacancy, the vacancy will be posted and filled according to H. above. However, the full-time employee shall be placed into the vacancy, if necessary, prior to the recall of a part-time employee.
- J. Recall shall be in inverse order of layoff within each classification. Should there be a vacancy or a newly created position in a classification where there is no one on the layoff list, recall shall be governed by the most senior laid off employee who meets the qualifications of the position.
- K. An employee who has successfully served a probationary period in a classification shall be deemed qualified for any position in that classification.
- L. Notices of recall shall be sent by certified mail or registered mail to the last known address as shown on the Employer's records or delivered in person to said employee. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) calendar day period. An employee recalled to work for which he/she is qualified is obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.
- M. When recalled to the same classification, the employee shall return to the same salary step as that held at the time of layoff. When recalled to another classification, the employee shall be placed on a salary step within the classification that most nearly approximates the hourly rate of the salary step the employee would be placed had the employee returned to the same classification.
- N. An employee on layoff may request to be placed on the substitute list. An employee substituting during layoff shall receive the substitute rate of pay.
- O. A new employee shall not be employed by the Employer while there is a laid off employee who is qualified for a vacant or newly created position.

## **ARTICLE 17**

### **Insurance**

- A. 1. The Board shall contribute seventy-five percent (75%) of the premium costs per month for a full twelve- (12) month period to each full-time employee and his/her eligible dependents to be applied toward MESSA Choices II RX \$10/20. An eligible employee electing health care will receive a total contribution of eighty-five percent (85%) of the premium cost provided all of the following conditions are met:



- a. Except as provided below, the employee must work the entire annual work year scheduled for the position.
  - b. The employee must not have missed work for any reason, paid or unpaid leaves of absence, in excess of four (4) scheduled workdays during the contract year. Jury duty shall not be counted in these four (4) days.
  - c. An employee who is returning from an unpaid leave of absence under Article 13, is recalled, or is newly hired who begins working at the start of the second semester must not have been absent for any reason, paid or unpaid leaves of absence, in excess of two (2) scheduled work days for the remainder of the contract year.
  - d. An employee hired or returning under the conditions set forth in c. above during the course of the first semester will commence eligibility for the additional ten percent (10%) premium incentive effective at the commencement of the second semester.
2. An employee who believes he/she qualifies for the additional ten percent (10%) premium incentive shall notify the Superintendent's Office in writing by June 15. Incentive checks for qualified employees will be issued by June 30.
- B. A full-time employee not electing health insurance coverage shall receive seventy-five dollars (\$75.00) per month for a full twelve (12) month period which can be applied toward the MESSA Fixed Option Programs or toward the purchase of any of the MESSA Variable Options or MEA Financial Services Annuities. Any amounts exceeding the Board subsidy shall be payroll deducted.
  - C. A less than full-time employee shall receive a pro-rated amount of the benefits in either A. or B. above.
  - D. The Board shall provide, without cost to the employee, MESSA term life insurance in the amount of twenty thousand dollars (\$20,000) for each full-time employee and in the amount of ten thousand dollars (\$10,000) for each part-time employee.
  - E. The Board shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve- (12) month period commencing September 1 and ending August 31 even though the employee may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association and MESSA, including opportunities for summer pre-enrollment and June open enrollment and whenever group or individual subsidy amounts increase or decrease affecting the benefit package. An enrollment period shall be provided whenever premium subsidy amounts change for the groups.
  - F. In the event an employee is terminated, laid off, or resigns during the school year, the insurance shall be continued until the employee has received the pro rata portion of the twelve- (12) month insurance year earned at the time of the termination, layoff or resignation. An employee hired after the first required workday of the school year shall be entitled to the above mentioned employee benefits, subject to MESSA's underwriting guidelines.
  - G. In the event an employee dies during the school year or after its conclusion, providing the policy permits continued dependent coverage as defined by MESSA, the Board shall continue payments of the applicable premiums through the following August 31.
  - H. The Board shall allow any employee to avail himself/herself of any available rider to the MESSA Choices II plan through direct pay to the provider. The Board shall not be responsible for any premium contribution for said rider(s). Said enrollment shall be dependent upon the underwriting guidelines in effect for the rider(s).

**Article 18**  
**Holidays**

A. The following days shall be recognized and observed as paid holidays:

Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving Day	Good Friday
Christmas Day	Memorial Day

- B. To be eligible for holiday pay, an employee must work the last scheduled workday preceding and following a holiday. The only exception is bereavement days with no other exceptions. If school is canceled on a day before or after a holiday, holiday pay will still be given.
- C. Pay shall be for the regularly scheduled hours of each employee.
- D. A probationary employee will receive his/her holiday pay for a holiday that occurred during his/her probationary period upon successful completion of his/her probationary period.

**Article 19**  
**Compensation**

- A. An employee will be paid at one and one-half (1½) times his/her hourly rate for any hours worked over forty (40) hours in any one (1) week period.
- B. Food service employees and Paraprofessionals (Instructional, Preschool, Resource Room, Special Need, Library, and Alternative Education)

Steps	<u>2006-2007</u>
P	\$ 10.48
1	11.31
2	12.19
3	12.35
4	12.53
5	12.70
10	12.80
20	12.90

The salary schedules for years 2006-2007, 2007-2008, 2008-2009, 2009-2010 shall be determined by increasing the salary steps of the proceeding year's salary schedule by 2.5% for 2006-2007 (see above), by 2% for 2007-2008, by 1% or 65% of the percent increase in the student foundation allowance whichever is greater (example: student foundation allowance is increased by 2.5%. 65% of 2.5% is 1.625%, so the salary increase would be 1.625%) for school years 2008-2009 and 2009-2010, except that for school years 2007-2008, 2008 – 2009, 2009-2010:

- a. If the MESSA Choices II RX 10/20 insurance premium increases from 8% - 11% the salary percent increase would be decreased by ½% ( ex. A 2% salary increase would become a 1.5% increase).
- b. If the MESSA Choices II Rx 10/20 insurance premium increases more than 11% the salary percent increase would be decreased by 1% ( ex. a 2% salary increase would become a 1% increase).
- c. If the MESSA Choices II Rx 10/20 premium increase less than 4% for school year 2008-2009 or 2009-2010 the salary steps would increase **1%** or

70% of the percent increase in the student foundation allowance whichever is greater.

The TCSSPA and Tri County Board of Education negotiators will, on an annual basis, discuss insurance plans and salary scales.

- C. Annual Wage Adjustment
  - 1. An employee who begins work prior to November 1<sup>st</sup> will have his/her annual wage adjustment made at the beginning of the school year.
  - 2. An employee who begins work between November 1 and April 1, inclusive, will have his/her annual wage adjustment made at the beginning of the second semester of the school year.
  - 3. No credit on the pay scale will be given for working in other districts or prior employment in this District to a new hire.
- D. Any employee who retires from the District and has five (5) or more continuous years of service with the District shall receive fifty percent (50%) payment for all unused accumulated leave days, up to a maximum of one hundred twenty (120) days. The payment shall be based upon the individual bargaining unit member's hourly rate at the time of retirement.
- E.
  - 1. The Food Service Coordinator will receive a stipend of fifty cents (\$.50) per hour for the required additional work.
  - 2. Each head food service employee will receive a stipend of twenty-five cents (\$.25) per hour for the required additional work.

## **Article 20** **Continuity of Operations**

- A. For the term of this Agreement, the Association agrees that it will neither instigate, call, maintain, condone, or support, in any manner, a strike, slowdown, or other stoppage of work.
- B. In the event of any action in violation of the foregoing, the Association and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:
  - 1. Promptly, no later than within twenty-four (24) hours, issue to the Board a signed statement of the effect that the work interruption is unauthorized by the Association.
  - 2. Within twenty-four (24) hours instruct all of the members identified by the Board as guilty of such violation to return to work at once, and all of its members to continue to work; and confirm all such instructions by letter or bulletin within forty-eight (48) hours.
  - 3. Refrain from giving any aid, encouragement, or support of any sort whatever to members who are violating the provisions of this Article.
- C. The Association will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his/her duties, or who refuses to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available under the law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article.

**Article 21**  
**Miscellaneous**

- A. This Agreement incorporates the Agreement reached by the parties on all agreed issues, which were subjects of negotiations. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees presently employed or employed during the duration of this Agreement.
- C. An employee will be paid at his/her regular rate of pay for all time spent attending an in-service training mandated by his/her immediate supervisor.
- D. An employee shall be informed if he/she is subject to possible testing under the Anti-Drug and Alcohol Abuse Policy that has been adopted by the Board, and if so, he/she shall be provided a copy of the Policy. In the event the Policy is modified, each employee subject to possible testing shall be provided a copy of the modification(s).

**Article 22**  
**Duration**

All Articles of this Agreement shall be effective upon ratification by the Board from July 1, 2006 through June 30, 2010. Negotiations for a successor Agreement shall commence no later than April 30, 2010.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives.

For the Board of Education

For the Association

By: Robert W. Cahewy  
Its President

By: Kathy Good  
Its President

Date: Sept. 11, 2006

Date: Sept. 12, 2006

And: Janet Powell  
Its Secretary

And: Mindy Brecker  
Its Secretary

Date: Sept 11 2006

Date: 9-13-06

**APPENDIX A**  
**GRIEVANCE FORM**

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<b>Name of Grievant</b>	<b>Assignment</b>	<b>Date Filed</b>
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**LEVEL 1a—IMMEDIATE SUPERVISOR**

Did the grievant attempt to resolve this grievance in an informal, verbal discussion with his immediate supervisor?      Yes \_\_\_      No \_\_\_

Date

**LEVEL 1b—IMMEDIATE SUPERVISOR**

A. Date cause of grievance occurred \_\_\_\_\_

B. Statement of grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Section(s) of the Agreement allegedly violated \_\_\_\_\_

D. Relief requested \_\_\_\_\_  
\_\_\_\_\_

E. Signature \_\_\_\_\_ Date \_\_\_\_\_

F. Date received by building principal/director/supervisor \_\_\_\_\_

G. Disposition by principal/director/supervisor \_\_\_\_\_

H. Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL 2—SUPERINTENDENT**

A. Grievant and/or Association Position \_\_\_\_\_  
\_\_\_\_\_

B. Date received by Superintendent/designee \_\_\_\_\_

C. Disposition by Superintendent/designee \_\_\_\_\_

D. Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL 3—ARBITRATION**

A. Position of Association \_\_\_\_\_  
\_\_\_\_\_

B. Date received by Board of Education or designee \_\_\_\_\_

C. Disposition by Board or Arbitrator \_\_\_\_\_  
\_\_\_\_\_

D. Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTE: All provisions of the Master Agreement relating to grievances must be strictly observed in the settlement of grievances.