

6/30/95

MASTER AGREEMENT

between

SOUTH LYON COMMUNITY SCHOOLS

and the

MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

July 1, 1992 to June 30, 1995

South Lyon Community Schools

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MASTER AGREEMENT

Between

SOUTH LAMON CHIMNEY SHEDS

and the

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS

July 1, 1951 to July 30, 1952

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Michigan Educational Support Personnel Association, through its local affiliate, the South Lyon MESPA/NEA (hereinafter referred to as the "Union") as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, as amended, for all employees engaged in work related to secretarial and clerical duties, including bookkeepers, all full and regularly scheduled part-time aide/paraprofessional personnel, and day-care center caregivers and site leaders but excluding noon hour/playground aides, high school students when employed in the day-care center, the secretary to the Superintendent and the Administrative Services Secretary to the Assistant Superintendent for Administrative Services.
- B. For the duration of this Agreement, the Board agrees not to negotiate with any organization other than the Union representing the employees recognized in Article I, Section A. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not consistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.
- C. Union Security
1. Employees may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues or agency shop fees of the union, and authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year.
 2. All current employees who are members of the bargaining unit shall as a condition of employment either join the Union thirty-one (31) calendar days after the ratification of this agreement or pay a fee as established by the Association. New bargaining unit members shall either join the Union or pay such fees within thirty-one (31) calendar days of employment in the bargaining unit.
 3. The Board and the Union shall be obligated to inform any employee, prior to initiation of discharge proceedings, of his or her obligation to join the Union or pay the fee equivalent to Union Dues. The Director of Business Affairs shall furnish the Union with a copy of the notification to the employee of his/her permanent employment. No employee will be terminated during any appeal relative to the level of the service fee.

4. The Union shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken, by the Board in compliance with this union security provision.

D. This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by the District and the Association.

ARTICLE II

DEFINITIONS

- A. Whenever the term "Board" is used, it shall mean the Board of Education of the South Lyon Community School District and shall include its designee upon whom the Board has conferred authority to act in its place and stead.
- B. Whenever the term "Union" is used, it shall mean the M.E.S.P.A., and shall include its designee upon whom the Union has conferred authority to act in its place and stead.
- C. Whenever the term "employee" is used, it is to include any member or members of the bargaining unit.
- D. Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.
- E. Whenever the term "Immediate Supervisor" is used, it shall mean the administrator of any work location or functional division or group.
- F. Whenever the term "Union Representative" is used, it shall mean the person designated by the Union to represent an individual or group of employees.
- G. Whenever the term "immediate family" is used, it shall mean husband, wife, mother, father, sister, brother, son, daughter, son-in-law, daughter-in-law, grandchild, grandparent, of the employee or the employee's spouse, or any relative of either spouse living in the employee's home.
- H. Year-round employees are those regularly scheduled to work during each of the twelve months.

ARTICLE III

UNION AND EMPLOYEE RIGHTS

- A. Pursuant to act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection or to refrain from such activities. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan, or the Constitutions of Michigan and the United States, and that it will not discriminate against any employee by reason of his/her membership or nonmembership in the Union, or participation or lack thereof in collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceedings under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Union may with prior approval of the Superintendent or his designee use school facilities and equipment; including typewriters, ditto machines, other duplication equipment normally available to employees at reasonable times, when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with administrative approval. The Union recognizes that all equipment in a building is ultimately the responsibility of the school principal. Union use of school equipment will be permitted provided that:
1. The above conditions are met.
 2. The use is strictly to service the legitimate business of the Union, such as of records, notices, correspondence, etc.
 3. The purpose is for internal business use of the Union and is not for public distribution.
 4. Supplies, in connection with such equipment use, will be furnished or paid for by the Union.

No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Union and its members provided a copy of any material posted or distributed through district media is provided to the Superintendent or his/her designee.

- C. The Board agrees to furnish the Union, in response to reasonable written request, such information as to which the Union has a right to access under provisions of the Freedom of Information Act or PERA. It is specifically recognized that this provision will not require the Board to compile information not already compiled.
- D. The Union shall receive five (5) days each year of this contract to conduct union matters including attendance at MESPA/NEA workshops and representative assemblies. The President of the Union will make written request for union days to the office of the Assistant Superintendent for Administrative Services at least forty-eight (48) hours before the day(s) are needed; a maximum of two (2) per day, with whole or half days only.

ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, subject to the provisions of this Agreement, the right:
1. To the executive management and administrative control of the school system and its properties and facilities.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
 3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE V

GENERAL QUALIFICATIONS

- A. The Union agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent all employees without regard to membership or participation in, or association with, the activities of any employee organization.

- B. The Board agrees that it will not discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, or membership or participation in, or association with the activities of any employee organization in the hiring or placement of personnel.

- C. A job description shall be furnished every employee clearly describing what the duties entail, including hours and length of work year.

- D. No job description shall be changed, and no job shall be reclassified individually, except after consultation with the Union.

ARTICLE VI

EMPLOYEE HEALTH CERTIFICATION

In order to provide continuing health protection for students and other school personnel it is agreed that, upon initial employment each employee shall provide by certification of his/her private physician evidence of:

- A. Such state of physical and mental health that he/she is able to attend to his/her assigned duties without undue absence during the ensuing year; and that such physical examination fee to be reimbursed by the District not to exceed \$25.00.
- B. At least every three (3) years, or as required by law, thereafter, the employee will show evidence of his/her continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray, evidence of the test to be submitted to the District. The District shall reimburse the fee for said test to the employee to the extent it is not covered by insurance.
- C. If, for any reason, the District requests an employee to have an additional physical examination by his/her own physician or one recommended by the District, such an examination shall be at the expense of the District to the extent it is not covered by insurance.

ARTICLE VII

SENIORITY

- A. Seniority shall be defined as length of service within the following classification groups:

Classification I	-	Secretarial/Clerical
Classification II	-	Aides
Classification III	-	Payroll Bookkeeper, Insurance Bookkeeper, Accounts Payable Bookkeeper, Accounting Secretary and Data Processor.
Classification IV	-	Kid's Club Caregivers & Site Leaders

Accumulation of seniority shall begin on the employee's first working day. Time spent on layoff, paid leave of absence, and unpaid medical leave of absence shall be counted as "service," and seniority shall continue to accrue during such time, but such time shall not count toward longevity or salary schedule placement, except paid leave time. In the event that more than one employee has the same starting date, position on the seniority list shall be determined by a lottery.

- B. A probationary period of ninety (90) calendar days, not counting any time the employee is not working during the summer, shall be served by all new employees. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.
- C. The employer shall prepare, maintain and post the seniority lists. The initial seniority lists shall be prepared and distributed to all bargaining unit employees and the Union within thirty (30) days after ratification, with revisions and updates prepared and distributed annually thereafter.
- D. In the event of a transfer between classification groups, seniority will be frozen in the previous classification and will begin to accrue in the new classification group on the first day worked therein. The seniority list will indicate the employee's seniority in his/her current classification group as well as any seniority frozen in the other. However, in the event of a transfer between the Secretarial/Clerical (Class I) classification and the Payroll Bookkeeper/Insurance Bookkeeper/Accounts Payable Bookkeeper/Accounting Secretary/Data Processor (Class III) classification, a member shall maintain their accrued seniority.

E. Bargaining unit members transferring to non-bargaining unit positions shall retain previously accumulated seniority for a period of up to one (1) year, but shall not accrue additional seniority while out of the unit. If such bargaining unit members choose to return to the unit during their first year in a non-bargaining position, they may use their previously accumulated seniority to bump the least senior member in their previous classification.

ARTICLE VIII

VACANCIES, PROMOTIONS, AND TRANSFERS

- A. A vacancy shall be defined as a newly created bargaining unit position or a current position to be filled. It is expressly recognized that positions that are open due to an employee taking a medical leave of absence of one year or less are not considered vacancies and may be filled by the Board as it wants, provided that bargaining unit members on layoff who meet the qualifications previously established for the position shall have the right to fill the position for the duration of the medical leave of absence. This right shall be exercised in order of seniority among those bargaining unit members on layoff who meet the qualifications of the position. While exercising this right, bargaining unit members shall be paid the substitute rate for the position. The Union shall be notified in the event of the creation of any new bargaining unit position.
- B. 1. All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) work days, prior to the date the position is to be filled. Said posting shall contain the following information:
- a. Type of work.
 - b. Location of work.
 - c. Starting date.
 - d. Hours to be worked.
 - e. Classification.
 - f. Minimum requirements and duties.
 - g. Weeks worked per year.
2. Position and wages must be commensurate with classification as shown on the salary and classification schedule. During the summer, vacancies and new positions will be posted for at least ten (10) calendar days prior to having the position filled. Vacancies occurring during the summer in the Kid's Club Program will be posted for only five (5) work days. A copy of summer postings will be mailed to employees, who express an interest in writing to the Assistant Superintendent for Administrative Services prior to June, at their last known address. A copy of summer postings will also be posted in each building that is open.
- C. Vacancies and new positions within a classification shall be offered to persons who are qualified by training, previous experience, work attitudes and health. If internal applicants' qualifications are equal, seniority shall break the tie. If no employee from the affected classification receives the position, employees from other classifications who apply and who meet the established qualifications for the position, shall receive first consideration for the position in order of their seniority in the bargaining unit.

Employees in the Kid's Club shall be assigned in accordance with the bid process by seniority. Available assignments shall be filled by the bid process at the beginning of the school year and at the beginning of the summer session. New positions or vacant positions shall immediately be posted in accordance with B above, and shall thereafter be filled by the bid process. After the bid process is followed by employees in Classification IV, employees in other classifications may apply in accordance with other paragraphs in this section.

- D. Any time an employee with seniority is passed over, the reasons will be discussed in person with the employee before the appointment is publicly announced. After a voluntary transfer, an employee shall remain in that position for one year before becoming eligible for another transfer.
- E. Employees shall not be placed on a lower step of the salary schedule due to transfers within a classification group. Bargaining unit members voluntarily transferring to a new classification group shall start at the second step of the appropriate pay grade. In such an event, the provisions of Article VII Section D shall apply.
- F. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.
- G. Former employees (if hired) shall be treated as new employees (seniority), provided, however, that any former employee rehired may be given salary schedule credit at Step 2 for any time previously spent in a classification group.
- H. The Superintendent shall have the initial authority to assign all classified personnel after the posting and other policies as listed above have been followed and after consultation with the employee and his immediate supervisor.
- I. A copy of all job descriptions for all positions covered by this Agreement shall be given to the Union.
- J. Temporary assignments are not subject to this Agreement. Temporary assignments are those assignments of a transient nature designed to assist the regular employee with their normal duties and/or work assignments, not to exceed four (4) months in duration. The administration agrees not to replace any bargaining unit employees for positions with temporary assignments. Should such assignments occur, then said assignments shall be subject to the grievance procedure.

- K. An employee asked by a supervisor to assume the duties of another employee for a full working day or longer will be paid the regular rate for those duties. An employee's rate of pay shall not be reduced as a result of any change in duties of less than one week in duration.

ARTICLE IX

PROFESSIONAL GROWTH ON THE JOB

- A. All employees are urged to seek ways of improving personal skills and job performance by training, by serving on committees, and cooperating with school and civic projects.
- B. The Board shall work with employees in cooperative planning of programs to meet in-service training needs, including extension courses, study groups, special conferences and demonstrations.
- C. Employees shall be encouraged to participate in local, state and professional organizations.
- D. Eligibility to attend conferences and conventions shall be based upon rotation, professional interest or leadership in positions of affiliation.
- E. Upon approval of the Superintendent, special arrangements for the visitation to other school districts, for purposes of observation and training, may be granted where work schedules can be adjusted and where budgetary allocations permit.
- F. Attendance at conferences or professional meetings may be requested by either party. If the employee is permitted to attend, expenses shall be paid by the Board, (unless other mutually agreeable arrangements are worked out in advance), and the employee shall suffer no loss of pay should the meeting occur during working hours.

ARTICLE X

WORK SCHEDULES

- A. The normal workday for full-time members of the bargaining unit shall consist of eight (8) consecutive hours, excluding one-half hour duty free lunch period taken between 10:30 a.m. and 1:30 p.m.; but including a work break of not to exceed 15 minutes in the first half and 15 minutes in the second half of the work day. During vacation periods that is, those days worked when the students are not in school, the normal work day for full-time members of the bargaining unit shall consist of eight (8) consecutive hours, including a one-half (1/2) hour duty free lunch period. This section does not apply to caregivers.
- B. Employee work schedules may vary due to the special needs and circumstances peculiar to buildings and/or departments. Employees are expected to report for duty within the organizational pattern of the building and/or department. When schedules/hours of caregivers vary on a temporary or emergency basis within the building and/or department, the supervisor and employees affected will determine hours of each employee on a voluntary basis unless voluntary agreement cannot be reached in which case seniority among those affected will control in allowing employees to choose among various available schedules.
- C. When schedules/hours of caregivers vary on a temporary or emergency basis within the building and/or department, the supervisor and employees affected will determine hours of each employee on a voluntary basis unless voluntary agreement cannot be reached in which case seniority among those affected will control in allowing employees to choose among various available schedules. If there are still open positions after the bidding has taken place, the Board may rotate mandatory assignments by classification within a building. This rotation shall begin at the top of the seniority list and continue through to the bottom. In the next situation which requires mandatory assignment, the rotation shall begin with the person who is next most senior to the person who had the mandatory assignment in the previous situation.
- D. In case of illness, employees who have worked at least three (3) hours shall be counted as present one-half day; the completion of six (6) hours shall be considered a full day of work. For part time employees, the deduction shall be proportional based on the length of their work day.
- E. Employees shall be paid time-and-one-half for all hours worked over forty (40) hours in any one week.

- F. Employees shall be paid double time for all hours worked on Sundays and holidays. Employees shall have the right to refuse to work overtime hours on Sundays or holidays.
- G. When authorized by the Superintendent, all time (including overtime) worked by the employee away from her regular work station shall be credited to the employee for payment purposes.
- H. All overtime shall be divided as equally as possible between full-time employees of each building and/or department according to their skills.
- I. All employees shall be given reasonable release time to obtain the State required chest x-ray or tuberculin skin test on school premises at the beginning of the school year.
- J. Year-round employees in Classifications I and III may work a summer schedule from June 15 to August 15. During this period, employees electing this option, shall work a 7 hour day plus a 1/2 hour paid lunch period for a total of 7-1/2 hours. The employee shall be paid for 7-1/2 hours. The 7-1/2 hours shall include a 15 minute rest period in the A.M. and a 15 minute rest period in the P.M. The central office shall be staffed from 8:00 a.m. to 5:00 p.m. regardless of which option the employee chooses, if the Board so chooses.
- K. Employees of the Kid's Club shall receive duty free lunch period of thirty (30) minutes, without pay, when scheduled to work six (6) hours or more per day. When scheduled to work four (4) or more hours per day, employees will receive a fifteen (15) minute break with pay. When scheduled to work seven (7) or more hours per day, employees will receive two paid breaks of fifteen (15) minutes, one scheduled in the first half of the day, and one scheduled in the second half of the day. This provision shall not apply to field trips.

ARTICLE XI

PAYROLL

- A. The wages of an employee shall start at the time he reports for duty. Wages shall be paid bi-weekly on such calendar dates as are established by the Board.
- B. When payday falls on a non-work day, every effort shall be made to see that the employees receive their pay on the last working day preceding the regular payday.
- C. Payroll deductions, or changes in deductions, shall be supported by signed employee authorization forms.
- D. No deductions from any employee's pay shall be made without advance notice to the employee.
- E. Changes and/or cancellation notices of employee-authorized deductions shall be submitted in writing at least ten (10) days in advance of the change being effective.
- F. Legal authorization forms to determine exemptions must be filled out by all new employees. If an employee's tax exemption status changes, new W-4 forms should be completed ten (10) days prior to the effective date.
- G. Employees may use payroll deductions for the following:
 - 1. Hospitalization and related insurances.
 - 2. Union Dues.
 - 3. Credit Union.
 - 4. United Foundation.
 - 5. Other deductions approved by the Board and MESPA.
 - 6. MEAPAC & NEAPAC deductions.

ARTICLE XII

EMPLOYEE ABSENCES

A. Sick Leave

1. Sick leave shall be credited at the start of each fiscal year at the rate of one day for each month worked, provided at least fifteen (15) days are scheduled to be worked during the month. Employees of the Kid's Club shall be allowed seven (7) days per year. Kid's Club employees hired after the start of the second semester shall receive 3.5 days for that year. All of the scheduled work days must be worked during the months in which the Christmas and Easter recesses take place and during the months of June and August. Excused absences except for unpaid leave of absence are considered time worked.
 - a. A year-round employee who uses four (4) or less sick days during the year shall have two (2) days added to her sick bank at the end of the current year.
 - b. An employee who works less than year round and who uses three (3) sick days or less during her work year shall have two (2) days added to her sick bank at the end of the current year.
2. New employees shall be granted one sick day at the end of each month worked during the probationary period. After the satisfactory completion of probation, the employee shall be granted the balance of her sick leave for that fiscal year.
3. If the employee does not finish the year, the used, unearned sick leave shall be deducted from the final paycheck.
4. An employee's sick leave days, at the end of each year, shall be allowed to accumulate to a total of 105 for use in future years.
5. If an employee shall be ill for a period greater than his accumulated sick leave, it shall not affect his seniority or job classification.
6. Absence to provide necessary care for a member of the immediate family may be charged to sick leave and deducted from the employees accumulation of sick days provided that if more than ten (10) days are used in any one fiscal year for the above it will result in loss of pay, unless approved by the Superintendent.
7. If any employee is ill for a length of time greater than his/her accumulated sick leave, s/he must apply for medical leave of absence within ten (10) working days from her/his last paid sick day in order to protect her/his seniority and classification standings.

8. Employees shall be given an accounting of accumulated sick leave on each September 15.
9. Unused sick leave days shall be maintained in each employee's bank but shall not accrue during any leave of absence.

B. Medical Leave of Absence

1. An employee may be granted up to one-year leave of absence, without pay, due to personal or immediate family illness. Employees on a medical leave of one year or less shall be entitled to return to their former job title, if that position still exists. If their position has been eliminated or if their medical leave is extended for an additional year, they may be returned to a position in the classification they left by filling a vacancy for which they are qualified as per Article VIII or they may bump the least senior person in their classification if qualified for the position. Should the employee not be qualified for the least senior position, she will be granted a leave of absence for up to one (1) additional year.
2. Written application for such leave shall be made by the employee to the Superintendent.
3. In computing service to determine the employee's position on the salary and classification schedule, the time spent on leave shall not be counted as active service.
4. If the physician recommends a lighter work load, every effort shall be made by the Superintendent to place the employee in a classification in which he is capable of performing. The Board reserves the right to have an employee examined by its appointed physician before his return to work. This shall be at the expense of the Board of Education. In some cases the services of a mutually agreed upon third physician may be secured.
5. If the leave granted is not sufficient for recovery, the employee may request a further leave of absence.
6. Maximum leave shall not exceed two (2) years.
7. An employee's leave of absence cannot be rescinded unless it can be proved that such employee has not adhered to the terms or conditions under which the leave was granted; e.g., an employee on leave of absence who accepts employment elsewhere.

C. Personal Business

All employees may be permitted two (2) personal business days per year deductible from sick leave. Personal business days may not be used for vacation or recreation but for personal business that cannot be scheduled at any other time. The employee shall notify her supervisor at least 24 hours in advance (except in emergencies) on the prescribed form, stating the nature of the personal business. The form will be forwarded to the Director of Business Affairs for final approval or denial.

D. Death in Immediate Family

Absence due to death of a member of the immediate family may be charged to sick leave to the extent of one to five scheduled working days as necessary for each death. The days shall be deducted from the accumulated sick days of the employee.

The working days allowed must be consecutive scheduled working days:

1. If employee works on the day of death: the days allowed does not include day of death but begins with the first scheduled working day immediately following the day of death.
2. If the day of death is a scheduled work day and the employee does not work on that day: the days allowed begin with and include the day of death.
3. If the day of death is not a scheduled work day or occurs during vacation periods the days: allowed are those scheduled working days (or actual working days following vacation period) which fall within seven consecutive calendar days including day of death.

E. Parental Leaves

1. Pregnancy Disability

- a. The pregnant employee shall be allowed to continue in her position as long as she is fit to perform her duties.
- b. The employee shall submit a request for pregnancy leave to the superintendent's office in writing sixty (60) days prior to the expected date of the birth of a child. The request shall specify the expected beginning and terminating dates of the leave. The disability leave may begin at any time during pregnancy upon written notice from her personal physician.

- c. In the event of miscarriage prior to the inception of leave, and upon written request of the employee, the Board shall cause the granted leave to be voided.
- d. In the event of a miscarriage or should the death of the child occur during the period of disability, then termination of the leave shall be relaxed by the superintendent at the request of the employee.
- e. The employee shall be eligible to return from pregnancy leave upon filing her physician's statement that she is fit for employment. Employees returning from a pregnancy leave shall have the same rights as employees returning from a medical leave. The employee shall, within six (6) weeks of delivery, provide the Administration with a doctor's statement indicating the approximate date of return.

2. Child Care Leaves

- a. Child care leaves are available to employees for the primary care of children during infancy (approximately to 12 months). Requests for such leave shall be made in writing at least two (2) months prior to said leave. Requests shall state the expected date the leave is to begin and the expected duration of said leave.
- b. The length of the leave shall not exceed one (1) year, but may be extended at the discretion of the Board, upon written request by the employee.
- c. If a pregnancy disability is to be followed by a child care leave, the employee shall notify the superintendent's office in writing at least two (2) months prior to the expected date of the leave.

3. An employee may notify the Board of acceptance as an adoptive parent. If the employee desires, an unpaid leave of absence of up to one (1) year may be granted upon notice of placement of the child in the home. Such leave is granted to employees on the basis that the employee has the primary care and custody of the child.

4. Return from Child Care or Adoptive Leave

Employees returning from a child care or adoptive leave of one year or less may be returned to a position in the classification they left by filling a vacancy for which they are qualified as per Article VIII, or they may bump the least senior person in their classification if qualified for the position and have greater seniority. Should the employee not be qualified for the least senior position, she will be granted a leave of absence for up to one (1) additional year.

F. Other Leaves

Employees called for jury duty, or subpoenaed, shall be granted a paid leave of absence for the time s/he is required, by law, to serve. Immediately upon receipt of payment for jury duty service, the employee shall remit payment to the business office (excluding travel allowances and reimbursement of expenses).

G. Personal Leaves

1. An employee who has been employed for one year, or more, may be granted up to one-year leave of absence, without pay, due to personal reasons.
2. Written application for such leave shall be made by the employee to the Superintendent. The application must specifically list the reasons for requesting the leave.
3. The decision of the Superintendent is final and not subject to the grievance procedure.
4. In computing service to determine the employee's position on the salary and classification schedule, the time spent on leave shall not be counted as active service.
5. Leave of absence as described shall be without compensation from the Board.
6. Leave of absence for personal reasons may be extended to maximum of two (2) years.
7. An employee's leave of absence cannot be rescinded unless it can be proved that such employee has not adhered to the terms or conditions under which the leave was granted.
8. An employee returning from a personal leave of one year or less may be returned to a position in the classification they left by filling a vacancy for which they are qualified as per Article VIII or they may bump the least senior person in their classification if qualified for the position and have greater seniority. Should the employee not be qualified for the least senior position, she will be granted a leave of absence for up to one (1) additional year.

- H. All employees on a non-medical leave shall notify the District at least two (2) months prior to the end of their leave of their intent to return from leave or request an extension of the leave.

ARTICLE XIII

INSURANCE BENEFITS

A. The Board agrees to pay the premiums for health insurance coverage, according to family status, to eligible employees (based on 2 below) not covered elsewhere, upon submission of written application. Such premiums will be provided according to the following conditions:

1. Coverage provided shall be the Blue Cross, Blue Shield plan set forth in Appendix C or shall provide a plan equivalent as a whole thereto.
2. The Board shall pay the full premium for those employees regularly scheduled to work thirty (30) or more hours per week. For employees working at least (20) twenty but less than thirty (30) hours per week, the Board will pay a pro rata portion of the premium according to that portion of thirty (30) hours per week that employee is regularly scheduled to work, subject to payment of any excess by the employee through authorized payroll deduction. For employees not working during the summer months, payment of the employees share of the premium must be received by the District prior to the premium payment date for coverage to be continued.

B. Option to Health

Employees not electing to be covered by health insurance provided in A. above shall be provided \$50 per month to be applied to tax-deferred annuities from the list of ten (10) companies. The amount provided shall be prorated, according to hours worked, in the same manner as A.2 above.

C. For each employee regularly scheduled to work twenty hours or more per week, the Board agrees to pay the premiums for dental insurance at the following benefit levels:

Class I,	60% Co-Pay
Class II,	60% Co-Pay
Class III,	60% Co-Pay
Class IV,	60% Co-Pay

Total Maximum Amount: \$800.00

Class benefits shall be according to the following general classifications:

BASIC SERVICES - CLASS I

- Diagnostic Services
- Preventive Services
- Palliative Services

ADDITIONAL SERVICES - CLASS II

- Restorative Services
- Endodontic Services
- Periodontic Services
- Oral Surgery Services
- Limited Prosthodontia Services
- Associated General Services

EXTENDED SERVICES - CLASS III

- Extended Prosthodontia Services

ORTHODONTIC SERVICES - CLASS IV

- Orthodontic Services

- D. The Board agrees to pay the premium for a 50% ninety (90) day waiting period Long-term Disability plan for all employees regularly scheduled to work fifteen (15) hours or more per week. Such coverage shall provide for a \$1000.00 maximum monthly benefit.
- E. The Board agrees to pay the premium for a \$11,000.00 group term life insurance program, with AD & D, according to the rules and regulations of the carrier.
- F. For each employee regularly scheduled to work twenty (20) hours or more per week, the Board agrees to pay the premium for a vision plan providing the following benefits.

Benefit

Intermediate Vision

Examination	80% of reasonable and customary
Single Vision Lenses	80% of reasonable and customary
Bi-focal Lenses	80% of reasonable and customary
Tri-focal Lenses	80% of reasonable and customary
Lenticular Lenses	80% of reasonable and customary

Frames	80% of reasonable and customary
Contact Lenses	\$32.00 per lens, 80% of customary and reasonable charges is paid if visual acuity of the patient is not correctable to 20/70 in the better eye with conventional lenses, but can be corrected to 20/70 or better by the use of contact lenses.

An examination, frame, and one pair of corrective lenses (including prescription sunglasses, photogray lenses, or contact lenses) will be provided once in a 12-month plan year for each eligible family member.

G. General Conditions

1. Benefits will terminate:
 - a. Upon termination of this plan.
 - b. When the employee terminates his employment with the Board. Except, however, an employee may by cash payment pre-pay his insurance for those months between employment.
 - c. When the employee leaves active work on strike.
2. The above mentioned benefits shall be by way of a fringe benefit with no cash reimbursement for these employees who do not qualify for such benefits.
3. Employees on leave of absence in excess of three (3) weeks shall be required to pay for the insurance or else it will be terminated.
4. The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted, for any reason, shall not result in any liability to the Board or the Union nor shall such failure be considered a breach by either of them of any obligation under this article.
5. Differences between employees or beneficiaries of employees and an insurance company shall not be subject to the Grievance Procedure.
6. Subject to the terms of the contract with the insurance carrier, it is the intent of the parties that insurance benefits provided shall commence on the first full-time compensable working day of the employee and that coverage shall remain in effect continuously for the duration of the Agreement as long as the employee is actively employed by the Board.
7. The Board shall select the insurance carrier and shall not change the insurance carrier without written notification to the Union.

8. Notwithstanding the provisions of the Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.
9. This Article shall not apply to Kid's Club employees.
10. Employees not eligible for health insurance may obtain health insurance benefits through the program listed above (at the employee's expense) if allowed within the rules and regulations of the carrier. Should an employee elect to do this, he/she must submit the monthly premium to the Business Office by 4:00 p.m. on the first of each month. If the first day of the month is a day on which the Business Office is not open, the premium must be submitted by 4:00 p.m. on the next day the Business Office is open. Failure to submit the premium by this time shall result in termination of benefits. Employees may only take this option during the open enrollment period provided by the District or at the start of employment, and once an employee is terminated from benefits due to failure to pay the premium, he/she will not be reinstated until the next open enrollment period (if the employee so chooses). An open enrollment period will be provided upon ratification of this Agreement.

H. The parties agree that during the life of this Agreement, July 1, 1992 through June 30, 1995, a committee will be formed to study insurance coverage carrier and cost. The committee will be composed of three members appointed by the Board and three members appointed by the Association. The committee will meet on mutually agreeable dates. Either party may call a special meeting of the committee. Should the committee reach an agreement on an alternative program/plan during the second year of the Agreement, the alternative program/plan shall be taken back to the respective parties for a ratification vote. If ratified by both parties, the new program shall be implemented as soon as possible.

ARTICLE XIV

VACATIONS

- A. Vacation days shall not be cumulative from one year to the next and are to be taken annually.
- B. No employee shall be granted pay in lieu of vacations.
- C. Vacation credit shall be given for every month in which an employee received pay for the majority of the scheduled working days in that month.
- D. Vacations are to be taken at a time that meets the approval of the immediate supervisor and the Superintendent.
- E. All days celebrated as holidays as enumerated in Article XV falling within the vacation period shall not be counted as vacation days, and the vacation period shall be extended by the number of holidays falling within the vacation period.
- F. All year round employees shall be granted vacation with pay, computed as of June 30 each year, providing for two days plus the following:
 - 1. One-half (1/2) day for each month worked during the first year of employment.
 - 2. After one full year; one (1) day of vacation earned for each month worked.
 - 3. After the completion of five (5) years; one and one-fourth (1-1/4) days of vacation earned for each month worked.
- G. All less than year-round secretarial/clerical employees shall be granted seven (7) days vacation with pay.
- H. Paid vacation shall be interpreted as time worked.
- I. The District reserves the right to close school offices and buildings during Christmas, Easter, and other such recesses. Employees will not receive compensation for such recesses unless they are asked to work or are eligible for and apply for paid vacation.

This provision shall not be interpreted to imply that employees may use vacation only during such recesses; vacations may be taken at other times subject to paragraph D of this Article.

J. This Article shall not apply to Kid's Club employees.

ARTICLE XV

HOLIDAY LEAVE

- A. All employees shall be paid for the following holidays:
1. Independence Day - providing the employee works the day before and after this holiday. Does not apply to Kid's Club employees.
 2. Labor Day
 3. Thanksgiving Day
 4. Day after Thanksgiving. Does not apply to Kid's Club employees.
 5. Christmas Eve Day. Does not apply to Kid's Club employees.
 6. Christmas Day
 7. New Year's Eve Day. Does not apply to Kid's Club employees.
 8. New Year's Day
 9. Martin Luther King, Jr. Day (or January Record Day). Does not apply to Kid's Club employees.
 10. Good Friday. Does not apply to Kid's Club employees.
 11. Memorial Day
- B. Holidays falling on a Saturday or Sunday will be observed on Friday or Monday, respectively, unless school is in session. The Martin Luther King Holiday, or January Record Day, will be scheduled as per the teachers' contract.

ARTICLE XVI

LONGEVITY

- A. Employees who have been employed by the Board for ten (10) or more years shall receive an annual longevity payment according to the following schedule:

	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
After completion of 10 years -	\$100.00	\$160.00	\$220.00
After completion of 15 years -	\$150.00	\$210.00	\$270.00
After completion of 25 years -	\$250.00	\$310.00	\$370.00

- B. These payments shall be paid in one lump sum in December during the year indicated. Employees who are otherwise entitled to longevity payments for any given year who sever employment prior to the time in December when payments are made, shall receive their longevity payment at the time they sever employment.
- C. The year the employee becomes eligible for longevity s/he must notify the Business Office, in writing, by November 1st for longevity payment in December.

ARTICLE XVII

RETIREMENT

Severance Pay: Upon retirement from the School District and upon making application for retirement benefits under the Michigan Public School Employees Retirement Plan and being eligible to receive said benefits, the Board will pay to the employee an amount equal to 1/3 of the employee's accumulated sick bank, up to a maximum of thirty-five (35) days, at the employee's last rate of pay.

ARTICLE XVIII

TERMINATION OF EMPLOYMENT

- A. The best interest of the employee and the Board will be served where both share the obligation to provide reasonable notice in writing when termination of employment is under consideration. Thirty days notice is desirable. Less than two (2) weeks notice may be considered unreasonable except as circumstances warrant such action.

- B. Employees terminating their services with the Board are entitled to vacation pay for all accrued vacation payable at the next payroll period following the date of termination, except when the initial probationary period has not been completed. At least two (2) weeks notice of termination is expected to be given. For each day of notice less than the required two (2) weeks, the employee will forfeit one (1) vacation day's pay.

ARTICLE XIX

REDUCTION IN PERSONNEL LAYOFF AND RECALL

- A. A layoff shall be defined as a reduction in the work force beyond normal attrition.
- B. Under ordinary circumstances, no employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of such layoff in writing at least fourteen (14) calendar days prior to the effective date of the layoff.
- C. In the event of a reduction of the work force, the employer shall first layoff probationary employees, and then the least-senior employees by job title, both within classification groups. In no event shall a new employee be employed or a co-op student used in a bargaining unit position while there are laid off bargaining unit members qualified for the vacant or newly-created position.
- D. Employees who have been reduced from their job title classification shall have the right to bump the least senior employee within his/her classification group occupying a position the senior employee can properly perform who is scheduled as many hours per week annually; or any less senior employee who is scheduled the same or less hours per week annually. An employee bumped by the operation of the above sentence shall have the right to bump the least senior employee within his/her classification group occupying a position the senior employee can perform who is scheduled as many hours per week/annually; or any less senior employee who is scheduled the same or less hours per week/annually. Each subsequent employee bumped by the operation of the above sentence shall have the same bumping rights as the above. An employee with insufficient seniority to bump within his/her classification group shall be laid off, unless said employee has previously accumulated seniority within the other classification group, in which case the employee may bump according to the provisions of this paragraph. A more senior employee in Classification I or III who has been reduced from their job title classification who cannot bump within their classification, may bump a less senior employee in the other classification (i.e., I or III) if they can demonstrate to the district, based on successful previous experience or successful completion of related coursework, that they are capable of performing the job.
- E. In the event of multiple layoffs, those employees reduced from their job-title position having sufficient seniority to remain within the classification group shall have bumping rights according to seniority, into those positions being vacated by those with insufficient seniority to remain within the group, subject to the senior employee's ability to properly perform the duties of the vacated position.

- F. Laid off employees shall be recalled in order of seniority to any position within a classification in which they have seniority and for which they are qualified. After all employees with seniority in the affected classification have been recalled, employees who are laid off in other classifications who meet the established qualifications for a vacant position, shall receive first consideration for said position in order of their seniority within the bargaining unit. In all recall situations, the employee may refuse recall should the position be less than comparable (25% less hours per week or per year, or a lower wage rate) to the position previously held. Such refusal will have no effect on subsequent recall rights.
- G. Employees on layoff shall retain their seniority for purpose of recall for a period of three (3) years. Any employee on layoff for more than three (3) years shall lose his/her seniority and other rights under this agreement, unless an extension is requested in writing by the laid-off employee and granted by the Board.
- H. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. A recalled employee shall be given a minimum of five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work.
- I. Subject to the rules and regulations of the carrier, the Board shall ensure continued insurance benefit coverage for at least one (1) month following the employee's last date of work.
- J. Employees who are recalled to positions in classifications other than the one from which they were laid off shall have a twenty-five (25) day trial period in their new position. During this time the employee shall have the right to determine s/he is unable to perform the new job, in which case s/he shall have the right to return to layoff status.
- K. Employees whose normally scheduled hours per week or per year are reduced by more than 25% shall have the right to bump for the purpose of maintaining normally scheduled hours equal to those prior to the reduction. In such cases, the procedures outlined in Sections C, D and E above shall be followed. An employee may not bump into a "portion" of a position, they must bump into an entire position.

Positions whose normally scheduled hours per week or per year are permanently increased by 25% or more shall be treated as vacancies and posted and filled in accordance with Article VIII, Sections A, B and C. If the incumbent in the position does not apply for, or is not the successful applicant for this position, he/she shall have bump rights in accordance with Article XIX, Sections C, D and E.

Positions which are shared between two buildings or departments whose hours in one or both buildings/departments are increased to full time shall be treated as two new positions. The positions shall be posted and filled in accordance with Article VIII, Sections A, B and C. If the incumbent in the position does not apply for, or is not a successful applicant for the new positions, he/she shall have bump rights in accordance with Article XIX, Sections C, D and E.

L. In the event bargaining unit positions are eliminated because of a millage election failure followed by a reinstatement of these positions by a subsequent millage election passage, the employees who were in the affected positions shall be returned to their previous positions without reposting these reinstated positions if:

1. the reinstatement of the positions occurs within sixty (60) calendar days,
2. all positions which were previously eliminated are reinstated,
3. the reinstatement is brought about by the passage of a millage rate increase.

If any of the above conditions is not met, the reinstated positions shall be filled in accordance with Article VIII, Sections A, B and C.

ARTICLE XX

DISCHARGE AND DISCIPLINE

- A. The responsibility for the suspension or dismissal of any employee for just and sufficient cause shall lie with the immediate supervisor, subject to an appeal to the Superintendent or his designee. He shall however, notify the Union at the time of this action.
- B. The employee may be disciplined or discharged for:
 - 1. Continued or repeated tardiness or absence without approval or notice.
 - 2. Failure to accept or perform work assigned by the supervisor during regular working hours.
 - 3. Failure to meet or maintain work standards.
 - 4. Insubordination.
 - 5. The above are examples and are not intended to limit the number of reasons for discharge or discipline.
- C. At any meeting to discuss discharge or discipline, the employee may have a MESPA representative present if the employee so requests.
- D. Maintenance and inspection of personnel files shall be in accordance with applicable law and regulation.

ARTICLE XXI

PROHIBITION OF STRIKES

- A. The Union agrees that, for the duration of this Agreement, it will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e., the concerted failure to report for duty, or willful absences of an employee from his position, or stoppage of work or abstinence, in whole or in part, by any employee or group of employees) and pledges itself to the purpose of insuring continuation of the educational program. Accordingly, the Board agrees that there will be no lock out initiated against employees.
- B. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently as possible by:
1. Delivery immediately to the Board of a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and to return to work; and
 2. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

ARTICLE XXII

GRIEVANCE PROCEDURE

A. A grievance is a matter involving an alleged violation or misinterpretation of a specific and expressed article(s) or section(s) of this Agreement. Matters involving an alleged violation of a written board policy, rule, order, or regulation affecting the wages, hours, or terms and conditions of employment of bargaining unit members may also be processed as grievances, provided that such grievances shall be ruled upon by the Board of Education, whose decision on such grievances shall be final and binding upon the parties.

B. A grievance shall be presented and adjusted in accordance with the following procedure. Failure to comply with time requirements for response shall entitle the aggrieved party to move the dispute to the next step of the procedure:

Step 1 The grievant together with the steward shall make the grievance known to the immediate supervisor within ten (10) working days from the date of the incident complained of. If the matter is not resolved the grievance shall be reduced to writing and answered by the supervisor within five (5) working days from its submission. If the matter is not resolved, it may be moved to Step 2.

Step 2 The grievance shall be discussed between the Union Representative and the Superintendent. The Superintendent shall submit a written response to the grievance within five (5) working days of its submission.

Step 3

1. In the case of a grievance not involving an alleged violation of the Agreement, the aggrieved employee or the Union may appeal to the Board of Education within five (5) days after the Superintendent renders his/her decision. This appeal shall be in writing and contain the reasons for the appeal, and a copy of the Superintendent's decision at step two. The appeal shall be heard at the next regularly scheduled Board meeting. The Board or its designated representative shall investigate the grievance, including giving the aggrieved employee and the Union Representative a reasonable opportunity to be heard. The Board shall render its decision in writing within five (5) school days after holding a hearing on the appeal, which decision shall be final. A copy of the Board's decision shall be delivered to the employee involved, the Union Representative and the school Superintendent.
2. a. If a grievance is not satisfactorily adjusted at step two, and if it involves an alleged violation(s) or misinterpretation(s) of a specific article(s) or section(s) of this Agreement, the Association

may, within ten (10) school days after the decision at step two is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violation(s) or misinterpretation(s) or a specific article(s) or section(s) of this Agreement may be processed through step three, but will not be arbitrable.

- b. The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific article(s) and/or section(s) allegedly violated or misinterpreted. Within ten (10) days of receipt of submission, the parties shall select an arbitrator from the following list which has been jointly agreed upon by the parties. On alternating cases, the union or district shall be the first to strike the name of an arbitrator. Each party will continue to alternately strike a name until one arbitrator's name remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates.

1. Paul Glendon
2. George Roumell
3. Stanley Dobry, Jr.
4. William Daniel
5. Peter Jason

The names submitted will be restricted to those arbitrators on the Grievance Arbitration rosters of the American Arbitration Association or the Michigan Employment Relations Commission. During the month of January, either party may notify the other that it desires to replace any name on the list, in which case the parties will meet to select a new arbitrator for the list. If the parties are unable to agree upon a successor, the arbitrator shall remain on the list, but he/she shall only be offered an appointment after all other names on the list have been offered the appointment and have declined it.

C. Discharge, disciplinary or suspension grievances shall be initiated at Step 2.

D. Binding Arbitration

Powers of the Arbitrator: It shall be the function of the Arbitrator and he shall be empowered, except as his powers are limited below after hearing to make a decision in cases of violation of the specific provisions, articles and sections of this Agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish wage scales or change any wage.

3. He shall have no power to rule on the termination of services or failure to re-employ any probationary employee.
4. He shall have no power to change any policy of the Board nor to substitute his judgement or wisdom for that of the Board as to the reasonableness of any such policy.
5. His powers shall be limited to deciding whether the Board has violated the express provisions, articles or sections of this Agreement.
6. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and the rights of employees and shall so construe the Agreement that there will be no interference with such responsibilities, and rights except as they may be specifically conditioned by this Agreement.
7. In the event that a case is appealed to an arbitrator and he concludes that he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
8. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be binding on the Union, its members, the employee or employees involved, and the Board.
9. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. The expense of printing copies of this Agreement shall be shared by the Board and the Union, and copies shall be presented to all personnel covered by this Agreement. New employees shall receive a copy of this Agreement upon employment.
- B. If any provisions 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 or applications shall continue in full force and effect.
- C. All terms and conditions of this Agreement become effective as set forth herein upon ratification by the Union and the Board.
- D. A regular part-time employee is one who works less than eight (8) hours a day (excluding lunch) for the required number of weeks for her position.
- E. A regular full-time employee is one who works eight (8) hours a day (excluding lunch) for the required number of weeks for her position. Except that, during those vacation periods when students are not in school, the eight (8) hours a day shall include lunch.
- F. It is mutually understood and agreed that the telephone service as subscribed to by the Board is to be used for the purpose of conducting the business of the School District. Employees may make personal calls of local nature in an emergency, however. Other local, personal calls shall be made on the employee's break time or lunch time.
- G. If weather conditions close school, employees shall not be required to be on duty and shall suffer no loss of pay, except that if an employee works, compensatory time will be given. If required to work, Caregivers shall receive their normal rate of pay for the day. The parties agree that make up days may be added to the calendar to the extent required by law to receive a full one hundred eighty (180) days of state school aid. Less than year-round employees may be required to work an additional number of days up to the number of make up days added to the students' calendar. Such additional work days will be without additional compensation.

Members of the bargaining unit who are assigned to programs in another district shall follow the calendar of such other district for purposes of determining when they are not required to report because of weather conditions and when they may be required to make up days.

- H. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- I. During vacation periods, a less than year-round secretary shall be given first preference to work when the Superintendent determines that a substitute is necessary, subject also to the provisions of Article XIX, Section D.
- J. Employees shall not be responsible for the discipline or supervision of students serving detention in the office unless such responsibility is assigned by the building principal.

APPENDIX A

WAGES AND CLASSIFICATIONS

- A. The Wage and Classification Schedule expresses a policy upon which the Board and the Union have agreed and is recognized as an Agreement between the Board and the employee for the duration of this Agreement. There shall be no changes in classification in the absence of mutual agreement.
- B. Each position shall be on schedule according to the Wage and Classification Schedule adopted and a Union representative shall have the right to verify the record of every employee.
- C. Employees who hire in prior to January 1, move up one increment on the wage scale on the next July 1. Those who hire in after January 1, move an increment on July 1 following the next July 1.

APPENDIX B (1)

COMPENSATION

July 1, 1992 through June 30, 1993

	Caregiver	Site Leader	Aide	Clerk	Secretary	Bookkeeper
1.	\$5.52	\$8.68	\$7.54	\$9.33	\$9.94	\$10.52
2.	6.19	9.32	7.80	9.58	10.19	10.77
3.	6.84		8.45	9.82	10.42	11.05
4.	7.49		8.88	10.10	10.70	11.28
5.	8.14		9.12	10.37	10.94	11.52
6.			9.35	10.61	11.20	11.80
7.			9.58	10.88	11.46	12.05
10.				11.60*	12.26*	12.91*

* After completion of nine (9) years of service and beyond.

APPENDIX B (2)

COMPENSATION

July 1, 1993 through December 31, 1993

	Caregiver	Site Leader	Aide	Clerk	Secretary	Bookkeeper
1.	\$5.63	\$8.85	\$7.69	\$ 9.52	\$10.14	\$10.73
2.	6.31	9.51	7.96	9.77	10.39	10.99
3.	6.98		8.62	10.02	10.63	11.27
4.	7.64		9.06	10.30	10.91	11.51
5.	8.30		9.30	10.58	11.16	11.75
6.			9.54	10.82	11.42	12.04
7.			9.77	11.10	11.69	12.29
10.				11.83*	12.51*	13.17*

* After completion of nine (9) years of service and beyond.

APPENDIX B (3)

COMPENSATION

January 1, 1994 through June 30, 1994

	Caregiver	Site Leader	Aide	Clerk	Secretary	Bookkeeper
1.	\$5.74	\$9.03	\$7.84	\$9.70	\$10.34	\$10.94
2.	6.44	9.69	8.11	9.96	10.60	11.20
3.	7.11		8.79	10.21	10.84	11.49
4.	7.79		9.24	10.50	11.13	11.73
5.	8.47		9.48	10.78	11.38	11.98
6.			9.72	11.03	11.65	12.27
7.			9.96	11.32	11.92	12.53
10.				12.06*	12.75*	13.43*

* After completion of nine (9) years of service and beyond.

APPENDIX B (4)

COMPENSATION

July 1, 1994 through December 31, 1994

	Caregiver	Site Leader	Aide	Clerk	Secretary	Bookkeeper
1.	\$5.86	\$9.21	\$8.00	\$9.90	\$10.54	\$11.16
2.	6.57	9.89	8.27	10.16	10.81	11.42
3.	7.26		8.96	10.42	11.05	11.72
4.	7.95		9.42	10.71	11.35	11.97
5.	8.63		9.67	11.00	11.61	12.22
6.			9.92	11.26	11.88	12.52
7.			10.16	11.54	12.16	12.78
10.				12.31*	13.01*	13.69*

* After completion of nine (9) years of service and beyond.

APPENDIX B (5)

COMPENSATION

January 1, 1995 through June 30, 1995

	Caregiver	Site Leader	Aide	Clerk	Secretary	Bookkeeper
1.	\$5.97	\$9.39	\$8.16	\$10.09	\$10.75	\$11.38
2.	6.70	10.08	8.44	10.36	11.02	11.65
3.	7.40		9.14	10.62	11.27	11.95
4.	8.10		9.60	10.92	11.57	12.20
5.	8.80		9.86	11.22	11.83	12.46
6.			10.11	11.48	12.11	12.76
7.			10.36	11.77	12.40	13.03
10.				12.55*	13.26*	13.96*

* After completion of nine (9) years of service and beyond.

The year the employee becomes eligible for longevity and/or Step 10 on the salary schedule, she must notify the Business Office, in writing, by November 1st for longevity payment in December, and one (1) month prior to the completion date of nine (9) years service at which time she will move to Step 10 provided increments have first been attained to Step 7.

Step	Rate	Step	Rate	Step	Rate
1	12.00	4	15.00	7	18.00
2	13.00	5	16.00	8	19.00
3	14.00	6	17.00	9	20.00
4	15.00	7	18.00	10	21.00
5	16.00	8	19.00		
6	17.00	9	20.00		
7	18.00	10	21.00		
8	19.00				
9	20.00				
10	21.00				

At the completion of the 10th year of service, the employee will be placed in Step 10.

APPENDIX B (A)

LONGEVITY TABLE

Effective 10/1/82 through 9/30/83

Years of Service	Rate	Years of Service	Rate	Years of Service	Rate
1	12.00	4	15.00	7	18.00
2	13.00	5	16.00	8	19.00
3	14.00	6	17.00	9	20.00
4	15.00	7	18.00	10	21.00
5	16.00	8	19.00		
6	17.00	9	20.00		
7	18.00	10	21.00		
8	19.00				
9	20.00				
10	21.00				

At the completion of the 10th year of service, the employee will be placed in Step 10.

APPENDIX C

HOSPITALIZATION

Hospitalization insurance paid for by the Board will be the following Blue Cross/ Blue Shield Plan or shall provide an overall level of coverage equivalent thereto, pursuant to Article XIII, paragraph A(1) of this Agreement.

1. Comprehensive Hospital D45 N&M: IMB/OB: CC/CLC: DCCR/DC

Explanation of Benefits:

Comprehensive hospital, 365 days; semi-private; 45 day nervous and mental. Immediate maternity benefits and pre and post obstetrical; long-term convalescent care and medical visits; dependent children covered through the end of the year until they reach the age of 25.

2. MVF - 2 Medical - Surgical; ML; VST: FAE; Reciprocity and over 55 exact fill.

Explanation of Benefits:

Michigan Variable Fee-1; member liability rider (eliminated first \$5 on certain test e.g. diagnostic and therapeutic radiology, diagnostic lab and pathology; voluntary sterilization; first aid for emergencies; reciprocity (aids with out-of-state claims.)

3. Master medical option 4; PDP-\$3.00 COB

Explanation of Benefits:

Master Medical, \$50 deductible for one person, \$100 deductible for family of 2 or more; 90/100 co-insurance (75/25 co-insurance on private duty nursing and out-patient psychiatric care); \$100.00/year extended benefits, i.e. hospital days; prescription drugs \$3.00 co-pay; coordination of benefits.

4. Additional Benefits (after deductible is satisfied) Hospital

Admissions For:

Dental care; physical therapy; diagnosis; pediatric surgery; pulmonary, TB, and mental conditions; non-participating hospital care beyond the \$15 limit of the basis program.

APPENDIX D

BETWEEN SOUTH LYON COMMUNITY SCHOOLS AND MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

The parties agree that, for employees regularly scheduled to work less than five days a week, Article XII A and Article XV will be implemented in the following fashion:

1. Article XII A (Sick Leave). The fifteen (15) day work requirement set forth in the Agreement will be prorated. An employee meeting such prorated work requirement will then be eligible for a prorated portion of a sick leave day; e.g., an employee regularly scheduled to work three days per week, or an average of three days per week in the case of an employee scheduled for a defined number of work days over a two-week period, would have to work three-fifths ($3/5$) of fifteen, or nine days; during a month in order to qualify for three-fifths ($3/5$) of a sick leave day for that month.
2. Article XV (Holidays). The employee's work schedule will be adjusted so that the employee actually works his/her scheduled number of hours during the week if the holiday falls on a scheduled day of work. For the holiday, the employee will be paid one-fifth ($1/5$) of his/her average regularly scheduled hours of work during the week.

APPENDIX E

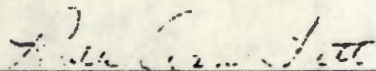
MEMORANDUM OF AGREEMENT
BETWEEN THE
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA
AND THE
SOUTH LYON BOARD OF EDUCATION

RE: WAGE IMPROVEMENTS FOR OTHER BARGAINING UNITS

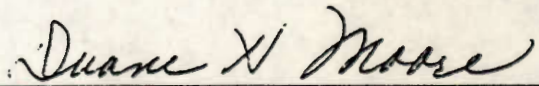
The parties agree that during the life of the agreement, July 1, 1992 through June 30, 1995, any improvements in wages which are agreed to between the Board of Education and any other labor organization representing employees of the Board that exceed the increase in wages set forth in this Agreement, the members of this bargaining unit will receive the excess increase also.

FOR THE ASSOCIATION

FOR THE BOARD



ITS PRESIDENT



ITS SUPERINTENDENT

MEMORANDUM OF AGREEMENT
BETWEEN THE
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, NEA/MSA
AND THE
SOUTHLYON BOARD OF EDUCATION

REWARDS AND IMPROVEMENTS FOR OTHER BARGAINING UNITS

The parties entered into this agreement during the life of the previous agreement, July 1, 1973 through June 30, 1975. The purpose of this agreement is to provide for the improvement of the Board of Education and the other bargaining units. The Board of Education and the other bargaining units shall agree to the following terms and conditions of this agreement. The Board of Education shall provide for the improvement of the other bargaining units. The Board of Education shall provide for the improvement of the other bargaining units. The Board of Education shall provide for the improvement of the other bargaining units.

FOR THE BOARD

FOR THE ASSOCIATION

[Signature]
TREASURER/AGENT

[Signature]
PRESIDENT