

8/23/91



AGREEMENT

between

THE BOARD OF EDUCATION

of the

STOCKBRIDGE COMMUNITY SCHOOLS

and

**STOCKBRIDGE MICHIGAN
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION/NEA**

September 1, 1988 - August 23, 1991

Stockbridge Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University.

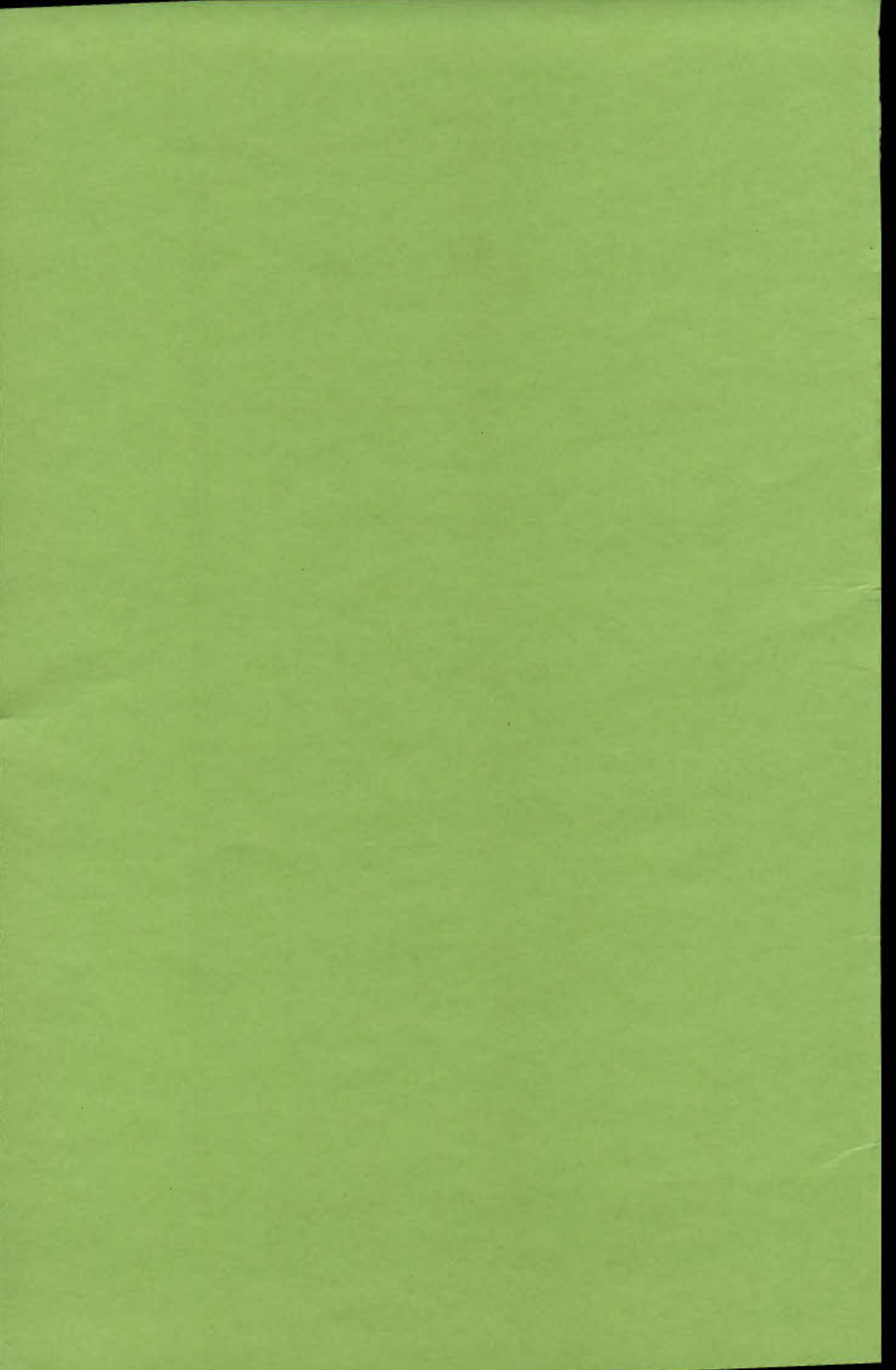


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ARTICLE 1

RECOGNITION

- A. The Stockbridge Community Schools, hereinafter "Employer" or "District" hereby recognizes Stockbridge Michigan Educational Support Personnel Association (MESPA), an affiliate of the Michigan Education Association/NEA hereinafter the Association, as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), for all Aides/Paraprofessional; Transportation employees; Secretarial and Clerical personnel including all high school, middle school, elementary, special education, transportation, counseling and internal accounting secretaries, adult education secretary, and attendance clerks; and Food Service personnel including head cook, cooks, cook assistants, cost analyst, satellite driver and satellite server; whether full-time or part-time, probationary or non-probationary, on leave employed by the Employer performing any work currently being performed by bargaining unit members or any similar work but excluding all supervisors, confidential secretary, secretarial summer temporary positions and transportation on-call substitutes.
- B. Unless otherwise indicated, use of the term "Employee"/"Bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.
- C. As is recognized by the past practice of the parties, many of the functions required of the Board/Employer under this Agreement may be performed by administrative employees.

ARTICLE 2

PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1967 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Bargaining Unit Members, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.
- C. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 3

EXTENT OF AGREEMENT

- A. This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

ARTICLE 4

ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings as long as it does not interfere with the orderly conduct of the School District's business.
- B. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations.
- C. The Association, shall have the right to use and/or have access to Employer facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times which such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned.

- E. The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits; names, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto and educational background; all budgetary information and allocations; agendas, minutes, and reports of or to all Employer Board meetings; census and membership data; and any other such information required by law.
- F. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- G. Leadership Layoff Protection

For the purpose of lay off and recall, a non-probationary bargaining unit member, who holds the position of President and/or bargaining team member with the Association, shall be placed at the top of the seniority list.

The Association shall furnish the Employer with the name of the person holding the position listed above by August 1 of each year. The provision shall apply for that person for the period of August 1 until July 31 of each year.

ARTICLE 5

BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Stockbridge Community Schools consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
 - 1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 - 2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
 - 3. The right to continue past practices in place as of September 1, 1987, of allowing non-bargaining unit members, including volunteers, to perform bargaining unit work of Aides/Paraprofessional employees and Transportation employees, including but not limited to, transportation of students in school district and non-school district vehicles.

- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE 6

BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

- A. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.
- B. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer, unless it directly affects the employee's job performance.
- D. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, whether married or not or to whom, or physical handicap, or place of residence.

- E. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes written warnings, reprimands, suspensions with or without pay, reductions in rank, compensation, or occupational advantage and discharge. This Section shall not apply to the discharge or failure to employ a probationary employee or non disciplinary staff reduction.

The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.

- F. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present (in no case longer than 48 hours). Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.
- G. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Association representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings.
- H. No material, including but not limited to, student, parental or school complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. If complaints against the bargaining unit member are to be placed in their file or used for disciplinary purposes, they shall be put in writing with names of the complainants, administrative action taken, any remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit member believes the material to be placed in the file is inappropriate or in error, he/she shall have the right to add additional material or rebuttal. All recommendations by Central Office staff, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.
- I. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible, to prevent injury.

- J. All employees shall be treated fairly and equitably.
- K. The non-renewal of probationary bargaining unit members shall not be capricious or arbitrary.

ARTICLE 7

PROFESSIONAL GRIEVANCE NEGOTIATIONS PROCEDURE

- A. A claim by a bargaining unit member that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.
- B. The number of days indicated at each step of the Grievance Procedure should be considered as maximum, and every effort should be made to expedite the grievance process. Any time may be extended by mutual consent.
- C. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- D. The failure of an Administrator to communicate his decision to the bargaining unit member within the specified time limits shall permit the bargaining unit member and/or Association to proceed to the next step in the Grievance Procedure.
- E. In the handling and processing of a grievance, the following procedure shall apply:

Level One

A bargaining unit member believing himself/herself wronged by an alleged violation of the express provisions of this contract shall within fifteen (15) days of its alleged occurrence orally discuss the grievance with the immediate supervisor in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the bargaining unit member shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant(s) or a representative of the Association;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;

4. It shall cite the section or subsection of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Level Two

A copy of the written grievance shall be filed with the Superintendent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent shall arrange a meeting with the grievant(s) and/or an Association representative at the option of the grievant(s) to discuss the grievance. Within five (5) days of the discussion, the Superintendent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association representative, the building principal in which the grievance arose, and place a copy of the same in a permanent file in his/her office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three

Upon proper application as specified in Level Two, the Board shall allow the bargaining unit member or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. This scheduling is to be within one month of submission of grievance to the Board. Within one month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall determination of the grievance be made by the Board more than one month after the initial hearing.

Such hearing(s) by the Board shall be private on the written request of the grievant.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the Association President.

Level Four

Grievances not represented by the Association may not be submitted to arbitration.

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the Board or Association within fifteen (15) days after the date of the decision under Step Three. Following the written notice of request for submission to binding arbitration the Association and a representative of the Board shall attempt to select an arbitrator.

If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days after the date of the request for submission to arbitration, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other.

Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
3. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
4. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
5.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay;
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case unless previously agreed to by the parties.
6. Where no compensation and/or fringe benefit loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. However, he/she shall have the power to order payment for lost interest, where appropriate.

7. No more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent.

F. If the Board and/or its representative believe there has been a violation of a specific article or section of the Agreement, it may file a grievance against the Association. Such grievance shall be in writing and shall set forth the issue involved. The Association President or Grievance Chair will meet with the Superintendent within ten (10) days of receipt of such grievance. A written answer shall be given within five (5) days after such meeting.

If the grievance remains unresolved, it may be submitted for binding arbitration by the Board.

G. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

H. Miscellaneous:

1. A grievance may be withdrawn at any step without prejudice.
2. The Association shall have the right to initiate a grievance involving the right of a bargaining unit member(s).
3. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
4. All preparation, filing, presentation or consideration of grievances up to the level of arbitration shall be held at times other than when a bargaining unit member(s) or a participating association representative are to be at their assigned duty stations.
5. All time limits in the grievance procedure shall refer to working days. The term "working days" shall be defined to include days during the summer break period when the Board's administrative offices are open for business.
6. 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 document.
7. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
8. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
9. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the Association representative.

10. Nothing contained herein shall be construed as limiting the right of any bargaining unit member having a grievance to discussing and having it resolved informally with the Employer; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.

ARTICLE 8

CONTINUITY OF OPERATIONS

- A. 1. When an Act of God or an Employer directive forces the closing of a School or other facility of the Employer, the bargaining unit members who work in that facility shall be excused from reporting to duty without loss of pay. Bargaining unit members will receive pay for all days of employment as scheduled.
2. If the employer is required by law and/or to receive full state aid, to reschedule any such days bargaining unit members shall work such rescheduled days, if needed, without pay.
3. When school is closed for any reason, after the start of the school day, Secretaries may at the discretion of the Employer be excused within one (1) hour of when the students leave, other bargaining unit members shall be excused after necessary work is completed, and shall suffer no loss of pay for the day.
4. Section 1 and 3 above shall not apply if school is closed due to a strike.
- B. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have establishing a comprehensive procedure by which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that during the period of this Agreement, it will not, directly or indirectly, engage in or assist in any illegal strike.
- C. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

ARTICLE 9

SUB CONTRACTING

- A. The Employer agrees to negotiate with the Association prior to subcontracting any bargaining unit work. If after engaging in substantive good faith negotiations and receiving input from the Association regarding the proposed subcontracting, the Board formally determines that, in its opinion, an impasse exists, the Board will then have the right to subcontract bargaining unit work performed by Aides/Paraprofessionals and Transportation employees.

ARTICLE 10

EXTERNALLY FUNDED PROGRAMS

- A. Persons employed through the use of CETA funds and/or funds provided through State or Federal programs shall be treated in all respects as the pertinent law requires.
- B. The parties further agree that it is not their intent to replace or displace through the use of CETA funds and/or other funds provided through other State or Federal programs, either in whole or in part, in any way, currently employed bargaining unit members employed on the effective date of this Agreement or to cause the loss of work or wages or employment benefits of the same.

ARTICLE 11

ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay as a Service Fee to the Association legally permissible amounts (not to exceed the cost of dues) determined in a legally permissible manner. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 407.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

- B. The Association has established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any bargaining unit member paying service fees hereunder objects to the expenditure by the Association, (including MESPA or NEA) of any funds collected from him/her pursuant to Section A of this Article, such bargaining unit member may present such objection pursuant to that Policy and the procedures therein set forth; however, challenges to any such expenditure shall not relieve the bargaining unit member of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement. No bargaining unit member shall have a claim against the Board, School District or Board member in the event a dispute arises regarding the amount of the Service Fee required by this Article or the method of determining the fee.
- C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments and Contributions in the Union as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MESPA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year. The Association shall indemnify and save the District and its Board of Education harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Association for the purpose of payroll deduction of dues.
- D. 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 for MESPA's annuities or other mutually agreed to annuity programs, MESSA programs not fully Employer paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.

ARTICLE 12

NEGOTIATIONS PROCEDURES

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process it is likewise recognized that

matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

- B. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating committee.
- C. There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Association ten (10) copies of the Agreement without charge to the Association. All new school district personnel policies or any changes in said policies shall be distributed to all bargaining unit members within thirty (30) days of the establishment of the policy.

ARTICLE 13

SEPARABILITY

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be 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.
- B. It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Employer and Association will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

ARTICLE 14

ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

- A. The Association shall be informed immediately of any discussion or planning of any annexation, consolidation, or other reorganization of the District. The Association will be involved in all such planning and Association recommendations will be given serious consideration.

ARTICLE 15

WORKING CONDITIONS

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. No bargaining unit member shall be required to enter a building alone or to be left alone in a building. The Employer shall provide adequate rest areas, and restrooms for bargaining unit members' use.
- B. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area. The Employer or its designated representative shall take reasonable steps to remedy problems in respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is consistent with Board policy.
- C. No bargaining unit member shall be required to dispense or administer medication except, that a bus driver may be required to dispense or administer medication in an emergency situation provided the School District maintains liability insurance coverage, covering the bus driver, of at least \$1,000,000.00. If the School District loses or is unable to obtain the aforementioned liability insurance coverage the exception provided herein shall be null and void.

Additionally, if secretaries are required to administer medication, the following conditions shall apply:

1. The parent(s) shall present a signed authorization.
 2. The authorization shall include clear, written directions for the administration of the medication.
 3. If the medication involves injection, the employee shall receive training in its administration from a health professional.
 4. In no case shall the employee be held liable by the Board for any incident surrounding the administration of medication.
- D. A bargaining unit member shall be responsible to only one supervisor, said supervisor to be designated by the Employer at the beginning of each school year with written notification provided to each bargaining unit member. In the absence of a principal, or designee, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building. This section shall not apply to Aides/Paraprofessional employees.
- E. The Employer shall provide without cost to the bargaining unit member the following:
- (1) Approved first aid kits and materials in all work areas.

- (2) Reimbursement for the cost of chauffeurs license or its renewal for satellite drivers and bus drivers.
 - (3) Rubber gloves and hairnets. (Food Service only)
- F. For food service employees, the Employer shall provide lunches at no cost to the bargaining unit members.
- G. For transportation employees, the following shall apply:
- (1) Drivers will be paid a meal allowance of \$4.00 while attending bus drivers' school or while on field trips (of six (6) hours or more). If the field trip exceeds ten (10) hours a second meal allowance will be paid the driver.
 - (2) Drivers shall receive \$4.00 per week, if their bus is kept washed and clean.
 - (3) Drivers may, at their option, keep their buses at home unless the Board or the Superintendent determines otherwise.
 - (4) Drivers shall receive a minimum of one and one-quarter (1 1/4) hours pay per bus run (including special and field trips).
 - (5) All bus runs will be bid every year (summer runs bid separately). New runs will be bid as they occur. Any run that is increased or decreased by one-half (1/2) hour or more shall be considered a new run and rebid. If the Administration believes rebidding a run will cause unwarranted disruption, a Joint Committee (Administration and Association) shall meet to review the situation. The Joint Committee shall have the authority to waive rebidding of a run. If mutual agreement by a majority of the committee cannot be reached then management will make the final decision.
 - (6) If a field or special trip is cancelled with less than two (2) hours notice to the affected driver he/she will be paid the minimum one and one-quarter hour pay per Section G.(4). If a Special Ed. run is cancelled or a no show the driver will be paid for the run.
 - (7) Each bus will be equipped with first aid kits and a broom.
 - (8) Physical examinations required by the Board and conducted by a Board approved physician shall be paid for by the Board. The Board shall approve a list containing no less than two (2) physicians for the transportation employee to choose from. If the employee desires to utilize a different physician, the employee may request that his/her physician be included on the list of Board approved physicians. The inclusion or exclusion of the employee's physician on the approved list shall be at the discretion of the Board. The Board's monetary obligation to pay the cost of a physical examination conducted by an employee's personal physician who is included on the list of physicians at the request of the employee shall not exceed the cost of a physical examination charged by the physicians originally approved by the Board.

H. For Aide/Paraprofessionals, the following shall apply:

- (1) Classroom Aide/Paraprofessionals shall work under the direction of their assigned teacher(s). Their ultimate supervisor shall be the building administrator. The Aide/Paraprofessional shall not be assigned responsibilities that would violate the School Code. Disputes regarding whether the School Code has been violated shall not be subject to arbitration.
- (2) Aide/Paraprofessionals shall be notified of their tentative assignments at least one (1) week prior to the start of school.
- (3) When school is in session for a half (1/2) day only, crossing guards will be paid for the number of hours normally worked.
- (4) When a teacher is assigned recess duty an Aide/Paraprofessional will not be required to take the place of that teacher outside nor be required to go outside with that teacher.
- (5) If the Board permits an Aide/Paraprofessional to attend training programs or workshops, the Board shall pay the cost.

ARTICLE 16

HOURS

- A. All Food Service employees shall receive a twenty-five (25) minute duty-free paid lunch.
- B. For Food Service, Secretarial and Aide/Paraprofessional employees the following shall apply:

All full-time employees (30 hours per week or more) shall receive two (2) fifteen (15) minute paid duty-free breaks per day, one in the morning and one in the afternoon. Less than full-time employees shall receive one (1) fifteen (15) minute paid duty-free break per day.

- C. For all Food Service, Secretaries and Aide/Paraprofessional employees hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1 1/2) times the regular rate of pay or equal compensatory time off, at the employee's option.

For Transportation employees all hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1 1/2) times the regular rate of pay (i.e., the rate of pay applicable to the work being performed in excess of forty (40) hours/week) or equal compensatory time off, at the employee's option.

- D. All meetings employees are required to attend shall be compensated at their regular rate of pay. Failure to attend non-mandatory meetings shall not adversely affect an employee's opportunities for promotion.
- E. The Employer shall pay the employee's regular hourly rate and expenses for all training and/or meetings (for example, Capital Area School Food Service Association) it requires.

- F. 1. All special functions (for example, dinners) shall be compensated at one and one-half (1 1/2) times their normal rate of pay or equal compensatory time. Food Service Employees will be offered the work on an equitable rotating basis. Food Service Employees shall have the right to refuse such work.
2. At least one (1) Cook shall work each special function when meals are prepared in and served from the kitchen. Additionally, assignment of a Cook for other functions shall be at the discretion of the supervisor. Cooks will be offered the work on an equitable rotating basis. Cooks have the right to refuse such work.
3. If, per #1 and/or #2 above, all affected employees refuse, the supervisor shall assign the employee(s) on a rotational basis beginning with the least seniority.
4. If an event, per #2 above, does not require the use of special equipment, the supervisor, at the request of the Association, may waive the requirement that the person assigned be a Cook.
- G. All Food Service employees' hours shall remain in effect, unless they are reduced pursuant to the provisions of Article 19.

ARTICLE 17

VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position or a present position that is not filled.
- B. All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) workdays. Said posting shall contain the following information:
- (1) Type of work
 - (2) Location of work
 - (3) Starting date
 - (4) Rate of pay
 - (5) Hours to be worked
 - (6) Classification
 - (7) Minimum requirements
- C. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within ten (10) day posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to the Association President and to all employees who provide written request for notification of vacancies prior to the last day of school.

Vacancies shall be filled with the most senior applicant from within the affected classification, with proper qualifications.

Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by a qualified applicant from other classifications with the most seniority.

- D. Within ten (10) workdays after the selection of the successful candidate the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be notified with a written notice provided to the Association.
- E. In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.
- F. Bargaining unit members shall not be placed on a lower step (salary schedule, wage scale) due to involuntary transfers.
- G. The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable cause.
- H. Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.
- I. In the event of the absence of a Cook, the Assistant Cooks shall be offered the opportunity to assume those duties, on an equitable rotating basis. In the event of the absence of an Assistant Cook, the Satellite Servers shall be offered the opportunity to assume those duties, on an equitable rotating basis. In the event of the absence of a four (4) hour Satellite Server, the three (3) hour Satellite Servers shall be offered the opportunity to assume those duties, on an equitable rotating basis.

Equitable Rotating Basis shall mean:

1. When a Cook is absent the Assistant Cooks shall be offered the chance to sub as a Cook, in order of their seniority. A refusal shall count the same as an acceptance. Therefore, all Assistant Cooks will each be offered an opportunity to sub for Cooks before any is offered a second chance.
2. The same system as in #1 will apply to Satellite Servers filling Assistant Cooks' positions or three (3) hour satellite servers filling four (4) hour satellite servers positions.
3. The lists of Assistant Cooks and Satellite Servers, in seniority order, shall be posted at the main kitchen, with a notation by each name as to the last date a temporary vacancy was offered to that person.

- J. All summer Secretarial positions and temporary summer Secretarial positions, shall be posted with the assigned rate of pay. All Secretarial bargaining unit members shall have the right to fill such positions. If more than one Secretarial bargaining unit member requests the position, it shall be awarded on the basis of seniority.

Substituting for Secretarial positions will be either posted or offered to the Secretarial bargaining unit members on a seniority basis, when the bargaining unit members are available for such work. They will be paid at the substitute rate.

- K. This Article is subject to Article 18 Section H.

ARTICLE 18

SENIORITY

- A. Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots. Separate seniority lists shall be maintained for each employee category (Food Service, Secretarial, Transportation and Aide/Paraprofessionals). Service performed in one category shall not cause seniority to be gained or accumulated in another category.
- B. Part-time bargaining unit members shall accrue seniority on a pro rata basis (Food Service and Secretarial only). Probationary bargaining unit members shall have no seniority until the completion of the sixty (60) calendar day probationary period (ninety (90) calendar days probationary period for Secretarial) at which time their seniority shall revert to their first day of work.
- C. For purposes of this Agreement, all bargaining unit members shall be placed in a classification in one of the following categories based on their current assignments:

Category I - Food Service

- (1) Head Cook
- (2) Cooks
- (3) Cooks' Assistants and Satellite Driver
- (4) Satellite Servers
- (5) Cost Analyst

Category II - Transportation

- (1) Bus Driver
- (2) Bus Attendant

Category III - Aides/Paraprofessionals

- (1) Aide/Paraprofessional

Category IV - Secretarial

- (1) Secretaries and Clerks

- D. The Employer shall prepare, maintain and post the seniority lists. The initial seniority lists shall be prepared and posted conspicuously in all buildings of the District within thirty (30) workdays after the effective date of the Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority lists and subsequent revisions shall be furnished to the Association.

State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulations, all bargaining unit members shall receive seniority rights as provided in this Agreement.

- E. Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may at his/her option be employed at other work on a job that is operated by the Employer, which he/she can do, without regard to any seniority provision of this Agreement. This provision may be invoked by the employee only to fill a vacancy or, in the event another employee voluntarily agrees to a mutual transfer of positions. The Superintendent or his designee shall have the final discretion to determine whether the employee can perform the job.
- F. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.

A bargaining unit member who makes application for and receives a position in a different category within the bargaining unit shall have their seniority in their old category frozen. Such frozen seniority will be reactivated only upon their return back into that category, or, in the event they are subsequently laid-off they may use such frozen seniority for purposes of recall if a vacancy exists.

- G. Employees will remain on the recall list for a period of three (3) years. After three (3) years, if the employee has not been recalled, he/she will lose any recall rights. Working as a substitute does not count as a recall.
- H. Except as otherwise provided for in Section F of this Article, it is agreed that for purposes of Article 17 pertaining to vacancies, transfers and promotions and Article 19 pertaining to layoff and recall, employees in different categories shall be treated separately as if those articles did not apply to employees in other categories. Employees in a category shall have no rights by virtue of this Contract to employment in another category. Articles 17 and 19 shall be applied only within categories and not between categories. The four (4) employee categories are set forth in Section C of this Article. It is understood that this Section is intended to remove any ambiguity which may result from usage of the terms

"bargaining unit member", "bargaining unit members", "classification", and "classifications" in Article 17, 18 and 19.

ARTICLE 19

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. For Food Service, Aide/Paraprofessional and Transportation employees layoff shall be defined as a necessary reduction in the work force beyond normal attrition.

For Secretarial employees layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds.

This provision does not prohibit the parties (Board and Association) from mutually agreeing to reduce the total number of bargaining unit positions if a building is closed or a program is eliminated, etc.

- B. No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least two (2) calendar weeks prior to the effective date of the layoff. In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly-created position.
- C. For Food Service, Aide/Paraprofessional and Transportation employees, the following shall apply:

Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

For Secretarial employees the following shall apply:

Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position of the least senior bargaining unit member of his/her classification. For the purposes of lay-off and recall only there shall be two classifications; I. Full-time Secretaries; II. All others. If the least senior classification I Secretary is affected by a layoff/elimination of position, she/he shall have the right to assume the position of the least senior classification II employee, provided he/she is qualified and has greater seniority.

- D. In the event of a layoff, the Employer and Association may mutually agree to allow individual unit members to waive their seniority rights for the purpose of the layoff. With the approval of the Employer and the Association, bargaining unit members may, at their option without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff.

If such an agreement is reached, the following form shall be used.

Individual Agreement

The undersigned hereby agrees to waive his/her seniority for purposes of the Stockbridge School District impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Agreement, including recall rights and other contractual privileges or benefits conferred under the Agreement. This waiver pertains solely to the order in which said bargaining unit member might be laid off during the period of this Agreement.

Date _____ Signature _____
Bargaining Unit Member

Date _____ Signature _____
Association Representative

Date _____ Signature _____
Employer Representative

- E. In the event of a reduction in the work hours in a classification or position, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) workdays after written notice to the affected bargaining unit member(s) is given by the Employer.
- F. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer subject to the limitations of the carrier. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any bargaining unit member who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification. Notices of recall shall be sent by mail to the last

known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining member is to report back to work. It shall be the bargaining unit member's responsibility to keep Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given ten (10) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the ten (10) day period. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Accrual of seniority while on layoff shall be limited to two (2) years per period of layoff.

- G. Refusal or acceptance of a position which is not equivalent in hours and compensation to the position from which the employee was laid off shall not adversely affect his/her recall rights. Any laid-off employee who refuses to accept recall to an equivalent position or who fails to respond to recall notice shall be deemed to be a voluntary quit.
- H. Employees will remain on the recall list for a period of three (3) years. After three (3) years, if the employee has not been recalled, he/she will lose any recall rights. Working as a substitute does not count as a recall.
- I. This Article is subject to Article 18, Section H.

ARTICLE 20

JOB DESCRIPTION AND CLASSIFICATION

- A. For each classification, job descriptions will be developed within thirty (30) days after ratification of this Agreement, where they do not presently exist. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions will include at a minimum:
 - (1) Job Title and Description
 - (2) Minimum Requirements
 - (3) A specific statement of required tasks and responsibilitiesAny evaluations of bargaining unit members' work performance shall be based primarily upon said job descriptions.
- B. The basic compensation of each bargaining unit member shall be as set forth in Schedule "A". There shall be no deviation from said compensation rates during the life of this Agreement.
- C. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the bargaining unit member.

ARTICLE 21

RETIREMENT

- A. The Board may adopt a mandatory retirement policy if it becomes legal to require mandatory retirement under state and federal law. Mandatory retirement at less than seventy (70) years shall only be required if this is negotiated with the Association. Any mandatory retirement policy shall allow employees to continue employment on a year-to-year basis upon mutual agreement with the Employer.

ARTICLE 22

SICK LEAVE

- A. 1. At the beginning of each work year, each bargaining unit member shall be credited with one (1) sick day per month worked, credited at the beginning of the school year, the unused portion of which shall accumulate from year-to-year up to a maximum of 100 days. The Employer shall furnish each bargaining unit member with a written statement on each pay stub setting forth the total accumulated sick leave credit for said bargaining unit member.
2. Should any employee leave employment with the District before the end of the school year, their final pay check will be adjusted for sick days not earned at the rate of one day per month.
- B. Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days, provided that the Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the period of such time as necessary up to one year. Time shall be prorated against sick leave at the rate of the 1/2 day of sick leave per day on Worker's Compensation.
- C. The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:
- (1) Personal Illness or Disability - The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
 - (2) Medical Or Nursing Care - The bargaining unit member may take two (2) days to make arrangements for medical or nursing care for a member of his/her immediate family. (See definition below).
 - (3) Illness in the Immediate Family - The bargaining unit member may take days for illness of a member of his/her immediate family. "Immediate family" shall be defined as below.

- D. Bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall upon application and doctor's written verification of illness be granted a leave of absence without pay for the duration of such illness or disability, and the leave shall be renewed each year upon written request of the bargaining unit member.
- E. For all provisions of this Agreement "immediate family" shall be defined as: natural parents, step-parents, siblings, spouse, children, grandchild, grandparents, spouse's parents, sister or brother of the employee's spouse, or any other relative of either spouse living in the employee's home.

ARTICLE 23

OTHER PAID LEAVES

- A. At the beginning of every school year, each bargaining unit member shall be credited with two (2) days to be used for the bargaining unit member's personal business. A bargaining unit member planning to use a personal business day or days shall notify his/her supervisor at least three (3) days in advance, except in cases of emergency. The bargaining unit member may be asked to explain the reason for any personal leave request for a school day immediately before or after a holiday, weekend, or vacation period and reasonable restrictions may be imposed on personal leaves on such days. Unused personal business days shall accumulate as sick leave.
- B. Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial matter, including requested attendance by the Board during an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time. The employee will reimburse the District for any jury duty or witness fees received.
- C. Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive from the Employer during any period when the affected bargaining unit member engages in training or other service in the Reserve or National Guard.
- D. The bargaining unit member shall be granted a maximum of five (5) days paid leave per death for immediate family members. Additional time off for traveling to said funeral shall be granted and such additional time shall be charged to the employee's sick leave. Unused funeral/bereavement leave shall not be cumulative.
- E. For all provisions of this Agreement "Immediate Family" shall be defined as: natural parents, step-parents, siblings, spouse, children, grandchild, grandparents, spouse's parents, sister or brother, of the employee's spouse, or any other relative of either spouse living in the employee's home.

ARTICLE 24

UNPAID LEAVES

A. Leaves of absence without pay or benefits up to one (1) year in duration shall be granted upon written request from a bargaining unit member. During said leaves, seniority shall continue to accumulate. Written requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leaves. A bargaining unit member returning from a leave of absence shall be reinstated to the same position and classification he/she held when the leave began. At least sixty (60) calendar days (except in the event that circumstances do not permit) prior to the date a leave is scheduled to expire, a bargaining unit member shall notify the Employer of his/her intent to return to work.

B. Unpaid leaves of absence may be taken for the following purposes:

- (1) Military Leave - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make himself/herself available for active duty in the National Guard or Reserve. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.
- (2) Association Office - A leave of absence of up to one (1) year may be granted upon application for the purpose of serving as an officer of the Association or an officer in its state or national affiliate.

With an unpaid leave of absence for Association office, the bargaining unit member will be eligible to contribute to the Michigan Public School Employee's Retirement System (MPSERS) during the term of the unpaid leave.

- (3) Public Service - A leave of absence not to exceed one (1) year shall be granted to any bargaining unit member upon application for the purpose of campaigning for, or serving in, a public office.
- (4) Parental/Child Care - A leave of absence shall be granted to any (male or female) bargaining unit member for the purpose of caring for their own child. Said leave shall commence upon request of the bargaining unit member. Except in the case of emergency, employees shall give thirty (30) calendar days notice of commencement of the leave.

A pregnant bargaining unit member may commence said child care leave prior to, or subsequent to the birth of her child at her option. A child care leave shall be available to the bargaining unit member upon termination of her disability benefits, at the option of the

bargaining unit member. The bargaining unit member may terminate the leave any time after the birth of the child or in the event of death of said child and provided that she is physically able to perform her work responsibilities. Employees shall give thirty (30) calendar days notice to the Board of their intent to return to work.

ARTICLE 25

BARGAINING UNIT MEMBER EVALUATIONS

- A. Bargaining unit member evaluation shall consist of formal and informal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. All formal observations of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. Each observation shall be preceded by not less than 24 hours notice. The criteria shall be primarily limited to the actual performance of job duties as provided in the job description.
- B. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation conference with the supervisor. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- C. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.
- D. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association.
- E. Each bargaining unit member's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this bargaining unit member is ___ satisfactory, ___ unsatisfactory (check one)."

ARTICLE 26

SECRETARIAL EMPLOYEE HOLIDAYS

School year Secretarial employees shall receive the following paid holidays:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Memorial Day
Christmas Day
New Year's Day

On Good Friday, secretaries will be expected to work only those hours that school is actually in session, but will receive a full day's pay.

Eleven-month Secretarial employees will also receive:

Christmas Eve Day
New Year's Eve Day

ARTICLE 27

MISCELLANEOUS

- A. All employees shall receive, at no cost, season tickets for all regular sports events held at the Stockbridge Schools.
- B. After five (5) years of employment, upon termination from employment, full-time employees shall receive \$10.00 per unused sick day accumulated.
- C. After five (5) years of employment, part-time employees shall receive \$5.00 per unused sick day accumulated.
- D. A total of fifteen (15) days shall be allowed for Association business (with a limit of six (6) days per member except that the limit for the Association President shall be ten (10) days). These days shall be used at the discretion of the Association with three (3) days prior notification to the Administration except in an emergency. The Association shall pay for the substitute if provided. Allowing more than one (1) person to be gone on a particular day shall be based upon the availability of a substitute.
- E. No bus driver will be qualified for duty or permitted to operate a vehicle if his/her driving record fails to meet the requirements for the District's insurance and the Michigan Essential Insurance Act For Standard Automobile Insurance. The District agrees it will not change the insurance criteria requirements during the life of this Agreement. It is recognized that the District has no control over insurance policy criteria requirement changes made by the carrier.

ARTICLE 28

DURATION

This Master Agreement will run for three (3) years starting September 1, 1988, and running through August 23, 1991.

For Aide/Paraprofessionals and Transportation employees this Agreement shall be retroactive to August 1, 1987 as provided for in Appendix E.

In witness whereof the parties have caused this Agreement to be executed by their authorized representatives.

Board of Education
Stockbridge Community Schools

Stockbridge M.E.S.P.A.

By Timothy L. Boz
President

By Jarvis Kitley
President

By Judy A. Heaney
Secretary

By Myrtle S. Muraf
Secretary

Date 11-14-88

Date November 9, 1988

APPENDIX A

COMPENSATION

- A. For the purposes of this provision only, the following classifications shall apply:

Classification

- | | |
|-----|--|
| I | Head Cook |
| II | A. First Cook (Main Dishes, Baker)
B. Second Cook (Salad Bar, Bread, Veg., Fruit |
| III | Cooks Assistant, Satellite Driver |
| IV | Satellite Server |
| V | Probationary (All F.S. Classifications) |
| VI | A. Aide/Paraprofessional - probationary
B. Aide/Paraprofessional - after 60 calendar days
C. Aide/Paraprofessional - after 120 calendar days |
| VII | A. Secretarial/Clerical - probationary
B. Secretarial/Clerical - after 90 calendar days |

- B. Effective August 1 of each year, the following hourly rates shall apply:

<u>Classification</u>	<u>1988-89</u>		<u>1989-90</u>		<u>1990-91</u>
	<u>1st Sem.</u>	<u>2nd Sem.</u>	<u>1st Sem.</u>	<u>2nd Sem.</u>	
I	\$7.28	\$7.42	\$7.64	\$7.79	\$8.17
II	A. 7.28 B. 7.13	7.42 7.27	7.64 7.49	7.79 7.64	8.17 8.02
III	6.17	6.29	6.48	6.61	6.94
IV	5.87	5.99	6.17	6.29	6.60
V	4.36	4.45	4.58	4.67	4.90
VI	A. 4.75 B. 5.07 C. 6.45		4.99 5.32 6.77		5.24 5.59 7.11
VII	A. 5.51 B. 7.62	5.62 7.77	5.79 8.00	5.91 8.16	6.21 8.57

C. Transportation Wage Rates

Effective August 1 of each year, the following hourly rates shall apply:

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
Probationary Driver			
First Hour:	\$9.38	\$9.85	\$10.34
Additional:	8.82	9.26	9.72
After 60 Calendar Days			
First Hour:	9.92	10.42	10.94
Additional:	8.82	9.26	9.72
After 120 Calendar Days			
First Hour:	12.46	13.08	13.73
Additional:	10.26	10.77	11.31
Field Trips-In District			
1 Hour or less:	9.72	10.21	10.72
Additional Hrs:	5.24	5.50	5.78
Field Trips-Out District			
First Two (2) Hrs:	19.45*	20.42*	21.44*
Additional Hours:	5.48	5.75	6.04
Ball Games			
First Two (2) Hrs:	19.45*	20.42*	21.44*
Additional Hours:	5.48	5.75	6.04
Kindergarten Run, Special Education, Career Center Driving Time, Breakdown Time	10.26	10.77	11.31
Sitting Time	6.07	6.37	6.69
* Minimum Flat Rate			
Pre-trip time - an additional 10 minutes per run per day will be added to run.			
Bus Attendant	5.79	6.08	6.38

D. Additional Compensation

1. An additional 50 cents per hour will be paid for the secretary with Internal Accounting responsibilities.
2. Substitute Calling - \$2.50 per day per each ten (10) teachers responsible for. Such responsibilities will be at the discretion of the Superintendent. The employee may refuse this assignment.

APPENDIX B

FOOD SERVICE AND SECRETARIAL FRINGE BENEFITS

- A. The Board agrees to pay the entire cost of the MESSA-PAK #2 as described below for all full-time employees (30 hours per week or more):

At the employee's option, either PLAN A or PLAN B coverage.

PLAN A: SUPER MED I, (with MESSA Care Rider) Plan I Long-term Disability Insurance (60%) coverage; 90 calendar day modified fill; \$2500 maximum; social security freeze; 2 year limitation on alcoholism/drug addiction and mental/nervous; Auto Plus Dental Plan with "008" Orthodontic Rider, including internal and external coordination of benefits; \$20,000 Negotiated Life with A.D.& D.; VSP-2 Vision Plan.

PLAN B: Dental (as described in PLAN A)
LTD (as described in PLAN A)
MESSA VSP-3 Vision Plan
\$30,000 Negotiated Life Insurance with A.D.& D.

PLAN B subscribers will receive the single member subsidy amount of MESSA SM 1 to be applied towards the MEPSA'S/MEA-Sponsored Tax-Deferred Annuity or any present annuity plans. The rate of the MESSA SM 1 underwritten by Equitable, if available, will be used to calculate the subsidy amount. Any amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups, if permitted by the carrier.

- B. The Board of Education agrees to make payroll deductions for employees who join the Capital Area School Employees Credit Union.
- C. Open enrollment shall be held each September, and as scheduled by the carrier. The Board shall have no responsibility to pay insurance costs until the employee is enrolled by the carrier.
- D. Effective July 1, 1987, if the premium rates for MESSA-PAK 2 PLAN A exceed \$407.56, the individual employee shall pay the additional premium over \$407.56. Effective July 1, 1989 the cap shall be \$425.00. Effective July 1, 1990 the cap shall be \$450.00.
- E. The Board shall make payment of insurance contributions when due for all persons to assure continuance of coverage during the full twelve (12) month period commencing October 1, and ending September 30. An employee who completes the school year shall be entitled to payment of insurance contributions through the summer even though the employee may not be returning the next school year. The open enrollment period shall be jointly established by the Employer, the union and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts change which could affect the benefit package.

APPENDIX B continued

- F. If an employee is granted an unpaid leave of absence effective May 1st or later, for the balance of the school year, their MESSA-PAK 2 payments shall continue uninterrupted through the summer and until the beginning of the ensuing school year.
- G. In the event an employee commences an unpaid leave the Board will pay the insurance costs per Appendix B for the month said leave begins. The Board will pay the cost of the Appendix B fringe benefits for the month during which said employee returns, provided, however, that the employee gives the Board notice of their intended date of return to work prior to the date insurance payments for that month are due. Any employee whose unpaid leave under this provision encompasses a month in which the Board does not have an obligation to provide Board paid fringe benefits shall have the right to arrange for continuation of said benefits at group rates, if permitted by the carrier. Any employee whose unpaid leave under this provision encompasses a month where Board paid insurance lapses shall have the right to reimburse the Board for continuation of fringe benefits.
- H. Effective September 1, 1985 part-time employees (less than 30 hours per week) will receive twenty-five dollars (\$25.00) per month to be applied towards MESSA Health or optional insurances, or, applied towards the MEFSA'S/MEA-Sponsored Tax-Deferred Annuity or any present annuity plans. Any amounts exceeding the Employer's subsidy shall be payroll deducted. Effective September 1, 1987 the Employer's subsidy shall be increased to thirty-five dollars (\$35.00) per month.

APPENDIX C
FOOD SERVICE WORK CALENDAR

1988-1989

MONTH	DAY/S	EVENT	MEAL DAYS	CLEANING DAYS
AUG.	25	Cleaning		1
	26	Cleaning		1
SEPT.	19	Cleaning		1
	20	Staff Luncheon	1	
	21-23		3	
	26-30		5	
OCT.	3-7		5	
	10-14		5	
	17-21		5	
	24-28		5	
OCT.-NOV.	31-4		5	
NOV.	7-11		5	
	14-18		5	
	21-23		3	
	24-25	Thanksgiving Recess		
	28-30		3	
DEC.	1	Cleaning		1
	2	Not Scheduled		
	5-9		5	
	12-16		5	
	19-22		4	
DEC.-JAN.	23-2	Winter Recess		
JAN.	3-6		4	
	9-13		5	
	16-20		5	
	23-27		5	
JAN.-FEB.	30-3		5	
FEB.	6-9		4	
	10	Not Scheduled		
	13-17		5	
	20	No School President's Day		
	21-24		4	
FEB.-MARCH	27-3		5	
MARCH	6-10		5	
	13-17		5	
	20-23		4	
	24	Good Friday - Not Scheduled		
	27-31		5	
APRIL	3-7	Spring Recess		
	10-14		5	
	17-21		5	
	24-26		3	
	27	Cleaning		1
	28	Not Scheduled		

Food Service Work Calendar (continued)

MAY	1-5		5	
	8-12		5	
	15-19		5	
	22-26		5	
	29	Memorial Day - Not Scheduled		
MAY-JUNE	30-2		4	
JUNE	5-9		5	
	12-16		5	
	19-22	Thursday - Staff Luncheon	4	
	23	Cleaning		1

Additional days may be scheduled by the Food Service Director.

FOOD SERVICE WORK CALENDAR

1989-1990

AUG.	24	Cleaning		1
	25	Cleaning		1
	28	Staff Luncheon	1	
	29	Not Scheduled		
AUG. - SEPT.	30-1		3	
SEPT.	4	Labor Day - No School		
	5-8		4	
	11-15		5	
	18-22		5	
	25-29		5	
OCT.	2	Not Scheduled		
	3-6		4	
	9-13		5	
	16-20		5	
	23-27		5	
OCT. - NOV.	30-3		5	
NOV.	6-8		3	
	9	Cleaning		1
	10	Not Scheduled		
	13-17		5	
	20-22		3	
	23-24	Thanksgiving Recess		
NOV. - DEC.	27-1		5	
DEC.	4-8		5	
	11-15		5	
	18-22		5	
DEC. - JAN.	23-5	Winter Recess		
JAN.	8-12		5	
	15-18		4	
	19	Not Scheduled		
	22-26		5	

Food Service Work Calendar (continued)

JAN.-FEB.	29-2		5	
FEB.	5-9		5	
	12-15		4	
	16	Not Scheduled		
	19	No School President's Day		
	20-23		4	
FEB.-MARCH	26-2		5	
MARCH	5-9		5	
	12-16		5	
	19-23		5	
	26-28		3	
	29	Cleaning		1
	30	Not Scheduled		
APRIL	2-6	Spring Recess		
	9-12		4	
	13	Good Friday - Not Scheduled		
	16-20		5	
	23-27		5	
APRIL-MAY	30-4		5	
MAY	7-11		5	
	14-18		5	
	21-25		5	
	28	Memorial Day - Not Scheduled		
MAY-JUNE	29-1		4	
JUNE	4-7	Thursday - Staff Luncheon	4	
	8	Cleaning		1

Additional days may be scheduled by the Food Service Director.

FOOD SERVICE WORK CALENDAR

1990-1991

AUG.	23	Cleaning		1
	24	Cleaning		1
	27	Staff Luncheon	1	
	28	Not Scheduled		
	29-31		3	
SEPT.	3	Labor Day - No School		
	4-7		4	
	10-14		5	
	17-21		5	
	24-28		5	
OCT.	1	Not Scheduled		
	2-5		4	
	8-12		5	
	15-19		5	
	22-26		5	
	29-31		3	

Food Service Work Calendar (continued)

NOV.	1	Cleaning		1
	2	Not Scheduled		
	5-9		5	
	12-16		5	
	19-21		3	
	22-23	Thanksgiving Recess		
	26-30		5	
DEC.	3-7		5	
	10-14		5	
	17-21		5	
DEC. - JAN.	24-4	Winter Recess		
JAN.	7-11		5	
	14-17		4	
	18	Not Scheduled		
	21-25		5	
JAN. - FEB.	28-1		5	
FEB.	4-8		5	
	11-14		4	
	15	Not Scheduled		
	18	No School President's Day		
	19-22		4	
FEB. - MARCH	25-1		5	
MARCH	4-8		5	
	11-15		5	
	18-22		5	
	25-27		3	
	28	Cleaning		1
	29	Good Friday - Not Scheduled		
APRIL	1-5	Spring Recess		
	8-12		5	
	15-19		5	
	22-26		5	
APRIL-MAY	29-3		5	
MAY	6-10		5	
	13-17		5	
	20-24		5	
	27	Memorial Day - Not Scheduled		
	28-31		4	
JUNE	3-6	Thursday - Staff Luncheon	4	
	7	Cleaning		1

Additional days may be scheduled by the Food Service Director.

APPENDIX D

SECRETARIAL LONGEVITY PAY

1. The following longevity amounts shall be based upon each employee's current rate of pay.

Individuals with a mid-year hire date (i.e., who were not employed a full school year their first year of employment) shall receive the longevity compensation amounts listed below in one-half (1/2) step increments. (Example: Secretary hired February, 1982, would receive .75 days per month in June 1984).

2. At the end of each school year, all secretaries shall receive a lump sum payment based on their daily rates of pay and shall be paid on the basis of the following schedule. The time shall be computed on the basis of the following schedule:

<u>Year of Service</u>	<u>Days Paid for Longevity</u>
0 - 2	0.5 day per month
3 - 5	1 day per month
6 - 10	1.25 days per month
11 - 15	1.50 days per month
16 and up	1.75 days per month

APPENDIX E

All Aide/Paraprofessional and Transportation employees will receive retroactive pay for the period of August 1, 1987 through July 31, 1988 calculated in the following manner:

For each affected employee retroactive pay will be calculated by determining actual compensation received by the employee for the period of August 1, 1987 through July 31, 1988 multiplied by 5.0%.

Actual compensation includes only the hourly pay, pay for washing buses, pay for meal allowances and compensation for paid leave e.g. sick leave.

Such retroactive pay shall be paid in a separate pay check by the second pay period of the 1988-89 School Year.*

* If feasible based on ratification date.

LETTER OF UNDERSTANDING

This Letter Of Understanding is made between the Stockbridge Community Schools ("Employer") and the Stockbridge Michigan Educational Support Personnel Association ("MESPA").

It is agreed that in Article 1 entitled, "Recognition" of the Collective Bargaining Agreement between the Employer and MESPA the only "on-call substitutes" that were excluded from the bargaining unit were "transportation on-call substitutes" for the reason that at the time the Collective Bargaining Agreement was negotiated there were no "on-call substitutes" employed as Aides/Paraprofessionals, Food Service employees or Secretarial and Clerical personnel. The Employer and MESPA have not agreed whether on-call substitutes employed as Aides/Paraprofessionals, Food Service employees or Secretarial and Clerical personnel are or should be included or excluded from the bargaining unit. In the event the Employer ever employs on-call substitutes for Aides/Paraprofessionals, Food Service employees or Secretarial and Clerical personnel, it is agreed and understood that the Employer and MESPA reserve the right to contest whether such on-call substitutes should be included in, or excluded from, the bargaining unit. The agreed upon language excluding "transportation on-call substitutes" should not be construed to imply that other "on-call substitutes" are included within the unit.

STOCKBRIDGE COMMUNITY SCHOOLS

STOCKBRIDGE MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL - NEA/NEA

BY: _____

BY: _____

ITS: _____

ITS: _____

DATED: _____

DATED: _____

LETTER OF UNDERSTANDING

This Letter Of Understanding is made between the Stockbridge Community Schools ("Employer") and the Stockbridge Michigan Educational Support Personnel Association ("MESPA").

If the Board believes there is a bona fide occupational qualification (BFOQ), the Board will notify the Association so that this issue may be discussed and alternatives considered. Article 6, Section D shall not be deemed to be violated if sex is a BFOQ and sex is, therefore, considered by the Board in making an assignment decision.

STOCKBRIDGE COMMUNITY SCHOOLS

STOCKBRIDGE MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL - NEA/NEA

BY: _____

BY: _____

ITS: _____

ITS: _____

DATED: _____

DATED: _____

LETTER OF UNDERSTANDING

This Letter Of Understanding is made between the Stockbridge Community Schools (Board) and the Stockbridge Michigan Educational Support Personnel Association ("MESPA").

The Board and MESPA mutually agree that Article 27 Section A shall not apply for sports events that "pay for participation" applies to.

LETTER OF AGREEMENT

This Letter Of Agreement is mutually entered into by and between the Board Of Education of the Stockbridge Community Schools (Board) and the Michigan Educational Support Personnel Association MEA/NEA.

Whereas, the employees of the Stockbridge Community Schools have been without a contract since August 31, 1988; and

Whereas, the parties have negotiated and have entered into a collective bargaining agreement for the term of August 31, 1988 to August 23, 1991; and

Whereas, the parties are desirous of promoting harmonious relations by withdrawing all pending litigation and avoiding recriminations against all persons involved in any dispute related to negotiations and the forementioned working conditions.

Now, therefore, in consideration of the foregoing, it is mutually agreed as follows:

1. Both the Association and the Board shall prepare and file with the Michigan Employment Relations Commission a request to withdraw, with prejudice, any and all Unfair Labor Practice charges.
2. The Employer will not initiate, encourage, support, or condone any punitive, disciplinary, legal and/or administrative action against any employee as a result of any incident which arose from August 29, 1988 through September 19, 1988.
3. Neither the Association nor any of its members will discriminate against or discipline any student, parent, agent, or Board member as a result of any incident which arose during this period of August 29, 1988 through September 19, 1988.
4. The parties agree that bargaining unit members' seniority and benefits shall continue unbroken and that wages payable under the new Master Agreement shall be adjusted retroactively within three weeks of ratification.

FOR THE ASSOCIATION

FOR THE BOARD

DATE

DATE

