

**MASTER AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION**

**OF THE**

**BIG RAPIDS PUBLIC SCHOOLS**

**AND THE**

**BIG RAPIDS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

**JULY 1, 2015 – JUNE 30, 2016**



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This Agreement entered into this 1<sup>st</sup> day of July, 2015 by and between the Big Rapids Educational Support Personnel Association-MEA/NEA, hereinafter called the "Union," and Big Rapids Board of Education, hereinafter called the "Employer."

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 2****PURPOSE**

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

**3.1 Bargaining Unit Defined**

The Big Rapids Public Schools Board of Education hereby recognizes the Big Rapids Educational Support Personnel Association-MEA/NEA 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 full-time and regular part-time, or on leave para educator employees of the Big Rapids Public Schools. Excluded are supervisors and all other employees.

**3.2 Employees**

Unless otherwise indicated, use of the term “employee” or “bargaining unit member” when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

- A. Full-time: A bargaining unit member who is employed at least twenty-five (25) hours per week.
- B. Part-time: A bargaining unit member who is employed less than twenty-five (25) hours per week.

**ARTICLE 4****EXTENT OF AGREEMENT**

This Agreement shall constitute a binding obligation of both the Employer and the Union 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. Should any provision of this Agreement be found contrary to law, the parties shall meet within twenty (20) workdays to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

**5.1 Payroll Deduction**

Upon appropriate written authorization from the bargaining unit member, the Employer may deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Employer-paid, credit union, savings bonds, and charitable donations. Any such deductions shall be in accord with applicable laws.

**5.2 Hold Harmless**

In the event of any action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- A. The Board gives timely notice of such action to the Association;
- B. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court of administrative agency as a direct consequence of the Board's compliance with this Article, but does not include any liability for unemployment compensation.



**6.1 Use of Facilities**

The Association and its members may use available school building facilities for meetings at reasonable hours when those facilities are not otherwise in use for school purposes. The Association and its members shall be provided reasonable access to and use of the e-mail system and available telephone, facsimile, duplication, audio visual, computer, printer and scanner equipment for conducting business of the Association when such is not otherwise in use for school purposes and at times that do not interfere with the professional duties and responsibilities of the bargaining unit members. The personal offices of administrators and equipment in the personal offices of administrators are excluded from the facilities and equipment available for Association use. Use of district computers and the district e-mail system by the Association is subject, in all respects, to the acceptable use policy of the district. The district may require the Association to reimburse it for any fees, charges or costs assessed to the district related to the Association's use of the district's equipment and/or e-mail system.

**6.2 Information**

The Employer agrees to furnish to the Association in response to reasonable requests for all available information concerning the financial resources of the district, the adopted/amended budget, and such other specified information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees, preparing for grievances and for negotiations.

**6.3 Mail and Bulletin Boards**

The Association shall have the right to post notices of activities and matters of Association concern at designated bulletin boards in each building or facility to which employees may be assigned. The Association shall have use of the internal delivery system of the Employer, without cost, and the Employer shall provide mailboxes for all employees.

**6.4 Association Leave**

The Association shall have ten (10) paid days annually of Association leave time and fifteen (15) paid days annually of Association leave time in bargaining years. Upon request by the Association, five unpaid days will be granted. If a substitute is used the Association will reimburse the Board for the cost of the substitute. The Association shall access this time by written notice to the Employer by the Association President.

**6.5 Association Meetings**

The Association shall have the right to schedule at least two (2) membership meetings of sixty (60) minutes per year with one additional meeting on a bargaining year (the final year of the master agreement) during the workday but when students are not in attendance. All employees scheduled to work at such time will be released with pay for

attendance at the meeting(s). The Association agrees to try to schedule meetings to minimize disruption and to provide the Employer with at least two (2) weeks prior notice.

**7.1 Board Retention of Rights**

Subject to the provisions of the Agreement, the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves upon itself, 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 not limited to the following, the right to:

- A. Executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees.
- B. Hire all employees and, subject to the provisions of the law, determine their Qualifications and the conditions of their continued employment, or their dismissal or demotion, and promote and transfer all such employees.
- C. Establish job descriptions, work schedules, and assign through administrative channels, duties and responsibilities.
- D. Review and approve all the means and methods of assisting students and staff, the selection of materials and supplies, and the use of aids of every kind and nature.

**7.2 Board Retention of Rights**

The exercise of the foregoing powers, the adoption of policies and the use of judgment by the Board shall be limited only by the terms of this Agreement, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

<b>ARTICLE 8</b>	<b>BARGAINING UNIT MEMBER RIGHTS AND PROTECTION</b>
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### **8.1 Rights**

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every bargaining unit member shall have the right freely to organize, join and support the Association for the purpose for engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of the law of the State of Michigan, the Board 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 Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; 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 membership in the Association, participation in any lawful activities of the Association of collective professional negotiations with the Board or institution of any grievance, complaint or processing under this Agreement or otherwise provided by law with respect to any terms or conditions of employment.

### **8.2 Non-discrimination**

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, marital status, physical characteristics or handicap, or place of residence.

### **8.3 Discipline and Discharge**

- A. Upon satisfactory completion of the probationary period (See Article 15.2), a bargaining unit member will not be disciplined or discharged without just cause. A bargaining unit member shall not be subject to discipline or evaluation as a result of conflicting directives from supervisors, including building principals, unless the bargaining unit member fails to follow the directive of any supervisor.
- B. The Employer will use a progressive/corrective discipline approach in assessing disciplinary measures. The progressive/corrective discipline action shall be verbal, written, suspension and dismissal. The disciplinary measure shall be appropriate to the misconduct or deficiency in performance.
- C. Prior to taking disciplinary action the Employer shall conduct an investigation to determine the relevant facts and conduct an investigatory interview with the bargaining unit member. In the investigatory interview, the bargaining unit member shall have an Association representative present. The bargaining unit member shall be presented with the charges against him/her and provided an opportunity to respond. Any discipline shall be in private.

- D. Written warnings, reprimands or suspensions will be given in the form of a formal letter or memo with the signature of the administrator taking the action.

A copy of a written warning, reprimand or suspension shall be given to the bargaining unit member. This provision does not preclude the Employer from providing written notice in cases involving other forms of disciplinary action.

- E. Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing within twenty (20) days of the disciplinary action and shall present a copy of his/her response to the administrator who issued the discipline. Such response shall be attached to the discipline and placed in the bargaining unit member's personnel file. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure.

#### **8.4 Personnel Files**

Upon request, a bargaining unit member may review his/her personnel file according to the provisions of the Bullard Plawecki Employee Right to Know Act.

#### **8.5 Assault**

Any case of assault upon a bargaining unit member related to his/her employment in the school system shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities.

#### **8.6 Sexual Harassment**

The Board shall maintain and administer a policy that addresses "Sexual Harassment." The Association will be provided a copy of said policy.

**9.1 Definitions:**

- A. A grievance shall be defined as an alleged violation of the terms and conditions of this Agreement.
- B. Aggrieved person. The “aggrieved person” is the bargaining unit member or members making the claim and may be an employee, a group of employees, or the Association.
- C. Designated representatives of the Board. The “designated representative of the Board” shall mean the principal in each school building, or other administrator or supervisor responsible for the decision in question, except that if the grievance arises in more than one (1) building, the designated representative of the Board shall mean the superintendent of the schools, in which case the grievance shall commence at step two (2). The Board may change the designated representative by giving ten (10) days prior written notice to the president and designated representative of the Association. Such changes shall not affect any grievance in process.
- D. Designated representative of the Association. The “designated representative of the Association” shall mean an official of the Association who has been given authority to receive grievances on its behalf (the Association President, Building Representatives, or Grievance Chairperson). –The Association must, in writing, supply the names of these parties to the board before the Board Representative has a duty to deal with them. Changes of Representatives shall not affect any grievance in progress.
- E. Days. The term “days” when used in the section shall, except where otherwise indicated, mean work days.

**9.2 Purpose:**

- A. The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to problems involving the welfare or working conditions of a bargaining unit member or bargaining unit members or to problems, which draw into question the interpretation and alleged violation of the provisions of the Agreement or state or federal law. To better effectuate this process, both parties agree that all proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

- B. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Board fails to comply with the time limit, the grievance shall automatically pass to the next step in the grievance procedure. If the Association, as the moving party, fails to comply within the time limits, the grievance shall be dismissed without prejudice. The parties may, however, mutually agree to extend the time limit at any step.
- C. Nothing herein contained shall be construed as limiting the right of any individual bargaining unit member to present grievances to school officials and/or the Board and without the intervention of the Association, except that the adjustment shall not be inconsistent with this Agreement and the Association shall be given the opportunity to be represented at such adjustment.
- D. It is expressly understood that the grievance procedure shall apply to probationary or non-probationary bargaining unit member evaluations.

**9.3 All Grievances Shall Be Handled In Accordance With The Following Procedure:**

- A. **STEP ONE.** Within fifteen (15) days of the occurrence of the event or condition upon which a grievance claim is based, the aggrieved person shall reduce the grievance to writing, stating the nature of the grievance and the article and section of this Agreement allegedly violated, together with a proposed solution thereto, and shall deliver a copy of the grievance to the designated representative of the Board and to the designated representative of the Association.

Within five (5) days of the receipt of the grievance, the designated representative of the Board shall meet with the Association or its designated representative in an effort to resolve the grievance. The aggrieved person shall be present at such meeting. Within five (5) days of the above meeting the designated representative of the Board shall make a written answer to the grievances, which written answer shall be communicated to the designated representative of the Association. The answer shall either grant or deny the grievance, and if it is denied shall state the reason for denial.

- B. **STEP TWO.** In the event the grievance is not satisfactorily resolved at Step One, the Association, within five (5) days of their receipt of the answer, shall transmit the grievance in written form together with a proposed solution thereof to the superintendent of schools. Within the five (5) days of the receipt of the grievance the superintendent shall meet with the Association or its designated representative in an effort to resolve the grievance. The aggrieved person shall be present at such meeting.

Within five (5) days of the above meeting the designated representative of the Board shall make written answer to the grievance, which written answer shall be communicated to the designated representative of the Association. The answer shall either grant or deny the grievance, and if it is denied, shall state the reason for denial.

- C. STEP THREE. In the event the grievance is not satisfactorily resolved at Step Two, the Association, within five (5) days of their receipt of the superintendent's decision, may appeal to the Board of Education by filing with the president of the Board. That filing shall be in writing and shall include the grievance, along with the Step Two decision of the superintendent.

Upon proper filing as specified in this section, the Board of Education shall hold a hearing for the consideration of the grievance within ten (10) days of its receipt. The Board shall make the final determination, of the grievance, no more than ten (10) days after the Board's hearing.

A copy of the decision of the Board shall be forwarded to the superintendent for permanent filing, the building principal or other administrator or supervisor responsible for the decision in question, the grievant, and the Association.

- D. STEP FOUR. In the event the grievance is not satisfactorily resolved at Step Three, the Association may make a request within ten (10) days for a list of seven (7) possible arbitrators from the Labor Mediation Board of the State of Michigan. Within five (5) days of the receipt of the list, the parties shall meet to select an arbitrator from the list, but if at the meeting they are unable to agree, then within five (5) days, the association may file with American Arbitration Association (AAA) for possible arbitrators.
- E. Upon the request of either party, a five (5) day extension will be granted for any time requirement defined in this Article. Any additional time must be requested in writing and agreed to by both parties.

#### **9.4 Powers of the Arbitrator**

- A. The arbitrator shall not add to or subtract from or substitute his/her judgment for the terms of this Agreement.
- B. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The cost of any arbitration under this Article shall be paid jointly and equally by the Board and the Association.



**10.1 School Closing**

Bargaining unit members shall not be required to report for work on “act of God hours.” In the event that the number of “Act of God Hours” exceeds the State number of “grace hours,” and if the State law mandates make-up of these excessive hours is necessary in order to receive full State aid, then these hours will be added to the current school year calendar. The number of hours added, will be sufficient to meet the State’s minimum requirements. Bargaining unit members shall be required to work the make-up hours(s) at their regular rate of pay.

Bargaining unit members will be paid for the standard number of “grace hours” in accordance with the regular pay cycle in which the hours occur. Bargaining unit members will be paid for any make-up hours when these days are scheduled and worked.

**10.2 School Cancellation After Opening**

If, after the start of the day, school is dismissed early due to an “Act of God,” or other Employer directive, bargaining unit members shall be dismissed only after all students have left school property and they have been released by their supervisor. Bargaining unit members will be compensated for the full day.

**10.3 School Day Delay**

Should the start of the school day be delayed, bargaining members will be expected to report to work in accordance with the delay schedule. In such instances, bargaining unit members will be compensated for the full day.

11.1 Salary

- A. Wage schedules of bargaining unit members covered by this Agreement are set forth in Appendix 1, which is attached to and incorporated in this Agreement. Such wage schedules shall remain in effect during the period of this Agreement.
- B. Bargaining unit members who are required by the administration to use their automobile for their job responsibilities shall receive mileage reimbursement at the current IRS rate.
- C. The bargaining unit member will receive their pay in twenty-one (21) payments.
- D. Timesheets
  - 1. Bargaining unit members will be paid based upon biweekly timesheets and turned in according to the regular district procedures and payroll schedule. This includes time worked in the summer, staff working additional hours and/or overtime.
  - 2. A bargaining unit member working more than one part-time position shall be compensated for the number of hours worked in each classification (if more than one) and in accordance with the pay scale for each classification.
  - 3. Bargaining unit member’s biweekly time sheets shall accurately reflect the time worked.

11.2 Insurance

- A. Starting with the 2007-08-school year, insurance is only available to the existing active recipients (2 members) of current insurance. As these members opt out of insurance coverage (prior to July 1<sup>st</sup>), a ½% increase for each member that opts out of coverage will be added to the salary schedule, in the following fiscal year. Once a member opts out there is no re-course to participate again in said insurance coverage.

Plan A

Health	Single Subscriber Blue Cross/Blue Shield traditional plan – Plan D
Negotiated Life	\$30,000 ADD
Vision (Full Family)	VSP-3
Dental (Single Subscriber	80/80/80: \$1,000/80 \$1,000

Plan B

Negotiated Life	\$30,000 ADD
Vision (Full Family)	VSP-3
Dental (Single Subscriber)	80/80/80: \$1,000/80 \$1,000

B. In the event that an employee has exhausted his/her sick leave accrual, the above fringe benefits shall continue through the balance of the contract year provided the bargaining unit member continues to work.

C. **Insurance and Work Year**

1. The Board shall pay the insurance premiums, if applicable, for all bargaining unit members who complete a full school year of employment to assure insurance coverage for the full twelve (12) month period from September 1 through August 31.

2. In the event that a bargaining unit member is terminated or resigns during the school year, insurance benefits, if applicable, shall remain in effect for the pro-rata portion of the twelve (12) month benefit year earned by the bargaining unit member at the time of termination or resignation.  
(Example: A bargaining unit member who begins work on the first day of the school year and works eighty-nine (89) days will have earned six [6] months of benefits.)

D. Bargaining unit members assigned less than fifteen (15) hours per week shall receive no fringe benefits under this Agreement. Bargaining unit members assigned less than a full workload but more than fifteen (15) hours per week shall receive pro-rata payments of their fringe benefits under this Agreement.

E. District to allow members to have payroll deduction to pay the difference between single subscriber and two-person or full family dental benefits. This shall be a pre-tax payroll deduction.

**12.1 Work Year**

The work year shall be scheduled for at least 178.5 days, which coincides with the teacher year, and shall be consistent with break periods, holidays and vacations as listed in this Agreement. Specifically identified bargaining unit members may be assigned to work additional days in order to attend professional development activities at his/her regular rate of pay for the hours of the training. Two (2) weeks' notice to bargaining unit members shall be given for additional days.

Media and clerical positions shall have five (5) additional days to be scheduled by the bargaining unit member's building administrator. Additional days beyond these days may be assigned.

**12.2 Work Week**

Unless otherwise adjusted to meet program and/or student needs, the work week for all bargaining unit members shall consist of a full week, Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.

**12.3 Duty-Free Lunch**

All bargaining unit members shall receive a thirty (30) minute uninterrupted, duty-free unpaid lunch period.

**12.4 Staff Meetings**

Bargaining unit members shall attend all building staff meetings and other meetings when requested by the administration. In such instances, bargaining unit members will be compensated at their normal rate of pay and paid for time requested. Except in emergency situations, two (2) weeks advance notice, of a requirement to attend a staff meeting will be given.

**12.5 Breaks**

Each bargaining unit member shall be offered two (2) 15 minute paid break periods. The specific scheduling of the break periods shall be done by mutual agreement of the bargaining unit member and the supervisor.

## **12.6 Overtime**

### **A. Overtime Schedule**

Each bargaining unit member who wishes to perform overtime work shall notify the Employer of such interest.

### **B. Overtime Pay**

Overtime shall be compensated at the rate of time and one-half (1-1/2) of the regular hourly pay for all hours worked over forty (40) hours in a week.

## **12.7 Substitutes**

### **A. Substitutes**

The use of substitutes shall be at the discretion of the Board. Any bargaining unit member may be required to substitute in case of an absence of another bargaining unit member but only in the case of an emergency.

### **B. Substitute Rate**

A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for those duties. However, a bargaining unit member's pay rate shall not be reduced as a result of such assignment.

**13.1 Safety**

The Board shall make reasonable efforts to provide bargaining unit members with a safe and healthy environment in which to perform their assigned tasks. The Board will provide safety equipment and training in regard to the operation of equipment and the handling and disposal of dangerous substances and medical wastes and proper disposal units at the site where it is used.

**13.2 Student Discipline**

The Employer shall provide support and assistance, as needed and appropriate, to bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may use physical contact with students in accordance with the provisions of Board Policy #5630 (Corporal Punishment, Appendix 2).

**13.3 Medication**

- A. The Board will provide appropriate training for a bargaining unit member(s) who is required to dispense or administer medication.
- B. The Board will provide training necessary for a bargaining unit member(s) who is required to perform diapering or medically related procedures and will compensate according to the provisions of Appendix 1.
- C. Bargaining unit members will be compensated with a stipend for these services regardless of their level.

**13.4 Supervision**

Bargaining unit members shall have one (1) primary evaluator who shall also be the primary supervisor. It is recognized that direction and supervision may also be provided to the bargaining unit member(s) by administrative and teaching staff, who have a direct interest and responsibility in areas related to the bargaining unit member's assignment. The bargaining unit member's primary evaluator shall provide clarification, when needed, in cases involving duties and responsibilities within a bargaining unit member's assignment.

**14.1 Substituting for Teachers**

- A. Eligible and qualified bargaining unit members may be directed by the administration to secure substitute teaching certification. The Board will pay the cost of registering with the State of Michigan. Bargaining unit members may, in an emergency situation, be assigned to teaching responsibilities.
- B. Whenever a bargaining unit member monitors a classroom while the teacher has stepped out of the room for more than fifteen (15) minutes, he/she shall be compensated at the rate of \$4.25 (\$5.25 starting July 1, 2014) per clock hour plus their rate of pay with a minimum of one (1) hour's pay.

**14.2 Personal Work**

Bargaining unit members shall not be asked or expected to perform personal tasks for teachers, administrators, or others.

**14.3 Miscellaneous**

Any bargaining unit member holding two (2) or more part-time positions when combined are the equivalent to full time, shall receive benefits as defined for full time employees in Article 11 of this Agreement.

**15.1 Seniority Defined**

Seniority shall be defined as the bargaining unit member's first day worked, within the district, as a bargaining unit member. Seniority shall accrue from the first working day. In the event that more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

Part time bargaining unit members working less than fifteen (15) hours per week cannot displace other bargaining unit members working fifteen (15) or more hours.

**15.2 Probation**

- A. The probationary period is defined as the first sixty (60) days that the new hire works.
- B. If a probationary employee receives an unsatisfactory evaluation, the probationary period defined above may be extended for an additional twenty (20) working days. Such extension shall be at the discretion of administration.

**15.3 Seniority List**

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared within thirty (30) work days after the effective date of this Agreement. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure, with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

**15.4 Seniority Lost**

Seniority shall be lost by a bargaining unit member upon termination for just cause, resignation, retirement or transfer to a non-bargaining unit position.



**16.1 Vacancy**

A vacancy shall be defined as a newly created position or a present position that is not filled.

**16.2 Vacancy Posting**

All vacancies shall be posted in a conspicuous place in each building of the district for a period of seven (7) workdays and a copy of posting shall be sent to the **Association** President. Said posting shall contain the following information:

- A. Type of work (with complete job description)
- B. Location of work
- C. Anticipated starting date
- D. Rate of pay
- E. Number of hours to be worked
- F. Classification
- G. Minimum qualifications

**16.3 Vacancy Notification**

Interested bargaining unit members may apply in writing to the superintendent, or designee, within the posted period of the seven (7) work days. The Employer shall notify the Association president for any vacancies occurring during the school year and the summer months and any bargaining unit members who have signed up with the district for any vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. mail to their last known address if the bargaining unit member so requests by (May 31<sup>st</sup>) and provides the district with up to five (5) self-addressed envelopes.

Beginning July 1, 2003, the Board may add electronic mail as an additional method of application and may substitute a telephone vacancy hot line and/or web page for the U.S. mail notification defined in the paragraph above.

#### **16.4 Award of Vacancies**

Vacancies shall be filled with the most qualified applicant after consideration of the factors listed below. These factors are all equal in status.

- A. Performance evaluations (when a system is in place and everyone has received at least one evaluation);
- B. Work history and experience; experience in the district;
- C. Ability to perform work available;
- D. Previous education/training.

When two (2) or more applicants are found to be equally qualified for the vacancy based on the factors defined above, the position will be awarded to the most senior applicant.

#### **16.5 Selection**

Within ten (10) work days after the expiration of the posting period, the Employer shall make known to the Association its decision as to the status of the vacancy, and regularly update and appraise the progress toward filling the position.

#### **16.6 Transfer**

Bargaining unit members may be assigned to any bargaining unit position for which they are qualified. When a bargaining unit member is reassigned to another building, the reasons for the reassignment will be provided in writing to the bargaining unit member and the Association at the time of the reassignment. In such instances the administration will not act in a capricious or arbitrary manner.

**17.1 Layoff Defined**

The word "layoff" means a reduction in the work force.

**17.2 Layoff Notice**

Prior to any layoff, the Employer shall meet with the Association president to review the plan, to discuss procedures and to provide the Association an opportunity to suggest alternatives. Following the review, the Employer shall notify the affected employee in writing at least fourteen (14) calendar days advance notice of layoff specifying the positions, the employee's names and reason for the layoff.

**17.3 Layoff Procedures**

In order to promote an orderly reduction in personnel, the following procedure will be used:

- A. Probationary employees will be laid off first.
- B. Thereafter, bargaining unit members having seniority shall be laid off in inverse order of their seniority, (i.e., the least senior bargaining unit member on the seniority list being laid off first), provided there are more senior bargaining unit (s) remaining who meet the posted qualifications to perform the remaining work. This senior bargaining unit member shall retain the right of assignment to the former position, should it become available and the bargaining unit member give notice of interest in the position by referencing this article and section in his/her application.

**17.4 Recall**

Bargaining unit members on layoff shall be offered recall before any new hires are employed.

In addition to all the above applicable rights, laid-off bargaining unit members shall have the following recall rights:

- A. A bargaining unit member who has been laid off will be offered recall to positions of equal or lower position(s) in the order of most seniority as positions become vacant within the district provided the bargaining unit member meets the posted qualifications.

- B. A bargaining unit member shall not be required to accept a temporary, lower paying or part-time position. Refusal to accept a temporary, lower paying or part-time position will not affect the bargaining unit member's right to recall to other positions. A bargaining unit member's notice of recall shall be via certified mail, return-receipt-requested, specifying the time and date when they shall return. A bargaining unit member who fails to report for work on the given day or fails to advise the district within ten (10) working days of the notice period of the bargaining unit member's inability or unwillingness to return to work, or whose notification(s) which was sent to his/her last known address is returned as undeliverable because of failure of the laid-off member to maintain a current address with the district, shall be considered as having relinquished all job rights with the district.
  
- C. Beginning with the 2002-03 school year, recall rights as defined in this article shall terminate at the end of thirty-six (36) months from the date the employee is placed on layoff.

**18.1 Holidays**

All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

Labor Day  
Thanksgiving Day  
Day before Christmas  
Christmas Day  
Day before New Year's  
New Year's Day  
President's Day  
Friday before Easter  
Memorial Day

**18.2 Sick Leave**

At the beginning of each work year, each bargaining unit member shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year to year to one hundred (100) days maximum. The Employer shall furnish each bargaining unit member with a written statement as shown on the employee's first pay stub and each subsequent pay stub, the total accumulated sick leave credit for said bargaining unit member. A maximum of eight (8) days of accumulated sick leave per school year may be used for illness in the immediate family as defined in this article. Additional time necessary may be granted at the discretion of the superintendent. Upon retirement sick leave shall be paid at 50% of value at time of termination of employment.

**18.3 Employment-Related Injury**

In the event a bargaining unit member becomes disabled and is entitled to Workers' Compensation for permanent or temporary disability, the bargaining unit member will also be entitled to sick leave pay. The sick leave pay will be paid at the usual rate until the bargaining unit member begins to receive weekly Workers' Compensation benefits. Thereafter, the bargaining unit member may elect to have the Employer pay the difference between his/her regular rate of pay and the amount received by the employee under the Michigan Worker's Compensation Act. In such instances that amount paid by the district shall be deducted from the bargaining unit member's accumulated sick leave until such sick leave is exhausted. The district shall provide health benefits covered by this agreement for six (6) months.

#### **18.4 Personal Business**

Three (3) days per year from the-allotted sick leave allowance may be used for personal business. A bargaining unit member planning to use a personal business day or days shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency. It is understood that personal business leave days are only to be used for transacting business that cannot be handled outside regular working hours. Such days may not be used for vacation and/or other recreational pursuits.

Additional days, when necessary, may be granted to an employee who has exhausted his/her personal business days. The granting of such days shall be at the discretion of the superintendent.

#### **18.5 Immediate Family**

Immediate family shall be defined as spouse, child, grandchild, foster child, step-child, parent, grandparent, step-parent, brother, sister, and parent-in-law.

#### **18.6 Bereavement Leave**

- A. The bargaining unit member shall be granted a maximum of five (5) days of paid leave per death for immediate family members as defined in this Article.
- B. One (1) day of bereavement leave shall be approved to attend the funeral of a member's other relatives.

Additional time necessary may be granted at the discretion of the superintendent.

#### **18.7 Judicial Leave**

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative manner, shall be paid his/her full compensation and benefits for such time and shall provide the Employer with appropriate documentation.

**19.1 Leaves of Absence**

Leaves of absence without pay for up to one (1) year in duration may be granted to bargaining unit members upon written request. A request for leave of absence shall include the reason for the leave, along with requested beginning and ending dates of the leave. For long term leave the employee may be responsible for the daily benefit costs, if any.

**19.2 Active Duty Military Leave**

Military leaves of absence without pay shall be granted to any bargaining unit member who shall be inducted or shall enlist or shall be called up for active duty as a member of the military reserves for military duty to any branch of the armed forces of the United States.

Bargaining unit members on military leave shall return to work no later than the beginning of the semester following the end of their first term of service.

Military leave shall not be granted or extended to any bargaining unit member who voluntarily extends their term of service.

**19.3 Educational Leave**

A leave of absence of up to one (1) year may be granted for the purpose of permitting the bargaining unit member to continue his/her education.

**19.4 Extensions**

The employer, upon written request of the bargaining unit member, may grant an extension past the one (1) year. The request shall include the reason for the extension and the anticipated date of return.

**19.5 Return from Leave**

A bargaining unit member returning from an unpaid leave of absence shall be assigned to a position at the discretion of the Superintendent. Bargaining unit members may request a specific assignment(s), in writing, prior to returning from an unpaid leave.

Time on unpaid leave shall not count toward step advancement on the wage scale.

## **19.6 Family Leave**

Leave defined in this section is to conform to and not to surpass or exceed the standards and provisions of the Family Medical Leave Act.

The board will accept the annual hours worked as qualifying members for this leave. New members qualify after their first year. A leave of absence shall be granted to any (male or female) bargaining unit member for any of the following purposes:

- A. the birth or placement for adoption or foster care of a child;
- B. because of a serious health condition of a family member;
- C. because of the employee's own serious health condition;
- D. the care of a child under age 18.

A family leave may be taken on an intermittent or reduced schedule basis at the employee's option. The Employer shall continue all health insurance benefits during a family leave.

## **19.7 Definitions**

For the purposes of the provisions of Section 19.6, a child is defined as the biological, adopted, or foster child, or a step-child, legal ward, or child of a person standing in *loco parentis*. A family member is defined as a child, spouse, parent, parent-in-law, step-parent, or grandparent (Grandparent not included in Family and Medical Leave Act provision and standards).



**20.1 Evaluation**

Each bargaining unit member, upon his/her employment or at the beginning of the work year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. A bargaining unit member's evaluation shall be based on formal and informal observation and may include input from administrative and teaching staff who have a direct interest and responsibility in areas related to the bargaining unit member's assignment.

Any formal observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. Formal observations shall be preceded by prior notice and shall be for the period of time that accurately samples the bargaining unit member's work.

Bargaining unit members will be evaluated at least once every two (2) years but may be evaluated more often at the discretion of the bargaining unit member's primary supervisor.

**20.2 Written Evaluation**

All evaluations shall be reduced to writing and a copy given to the bargaining unit member by May 30 in any year the bargaining unit member is evaluated. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response that shall be attached to the file copy of the evaluation in question.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons shall be set forth, and shall include suggestions regarding ways in which the bargaining unit member may improve.

**20.3 Evaluation Conferences**

Following each completed evaluation, a conference shall be held with the bargaining unit member. 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.

**20.4 Termination**

In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons in writing, with a copy to the Association.

Upon request from the principal, bargaining unit members who participate in School Improvement and North Central Association activities will be paid the regular rate of pay for his/her time.

Job descriptions will be developed for each classification. Such job descriptions shall be developed by the Employer with input from the bargaining unit members. The job descriptions shall be made available to all current bargaining unit members (there will be a job description booklet in every building) and to all new bargaining unit members. The job descriptions will include at a minimum:

- A. Job title and description
- B. Classification
- C. Minimum requirements
- D. A statement of required tasks and responsibilities

**23.1 Unforeseen Matters**

It is agreed 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 public education, it is likewise recognized that matters previously unforeseen may arise that are of significant importance to the parties of this Agreement and/or the public and therefore the opportunity for mutual discussion of such matters will be provided.

**23.2 Contract Maintenance**

The parties agree to establish a contract maintenance meetings schedule for the purpose of reviewing the administration of the contract and to resolve problems that arise.

**23.3 Agreement**

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Union.

The Association shall prepare and copy the contract. Copies of this Agreement shall be printed and the cost shall be shared equally between the Board and the Association.

All school district personnel policies or any changes in said policies shall be distributed to the Association president within thirty (30) days of the commencement of this Agreement or upon employment.

Within thirty (30) days of hire, new employees will be informed in writing by the administration of where a copy of Board Policies are located and information regarding computer access to Board Policies.

**ARTICLE 24**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2015, and shall continue in effect until the 30<sup>th</sup> day of June, 2016.

Pursuant to law and the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012, the emergency manager may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 16<sup>th</sup> day of October, 2015.

UNION

EMPLOYER

By Linda Lindsey  
Linda Lindsey, Chief Negotiator

By Dave Murray  
Dave Murray, Board President

Rose Simon  
Rose Simon

Deb Tyson  
Deb Tyson

Amy Salinger-Bordano  
Amy Salinger-Bordano

Nick Scheible  
Nick Scheible

Tim Haist  
Tim Haist

10-16-2015  
Date

10-16-2015  
Date

Bargaining Unit Member

LEVEL 2	Step	2015-16
	1	<b>\$11.86</b>
	2	<b>\$12.23</b>
	3	<b>\$12.59</b>
	4	<b>\$12.95</b>
	5	<b>\$13.37</b>
	6	<b>\$13.98</b>
	7	<b>\$14.41</b>
	8	<b>\$14.86</b>

LEVEL 3		2015-16
	1	<b>\$14.86</b>
	2	<b>\$15.28</b>
	3	<b>\$15.73</b>
	4	<b>\$16.21</b>
	5	<b>\$16.70</b>
	6	<b>\$17.18</b>
	7	<b>\$17.74</b>

Represents a 2% increase for 2015-16 (refer to Article 11.2).

- C. Mastery level pay to be paid out bi-weekly:
  - 9-11 years of service-ML1-\$8.35 per pay
  - 12-14 years of service-ML2-\$10.75 per pay
  - 15-19 years of service-ML3-\$13.10 per pay
  - 20+ years of service-ML4-\$15.50 per pay

\* All new bargaining unit members will begin at step one (1) and then advance one (1) step each year based on one (1) year’s service with the school district. Advancement on the step will only occur at the start of a school year and an employee must have worked at least ninety (90) days (excluding work as a substitute) in the previous year to advance to the next step.

\*\* No credit will be given on Level 3 pay scale for any prior experience as a Level 1 or 2 unless the bargaining unit member was laid off and has returned as Level 3 position either by posting or recall.

## “Special Duty Stipend”

Bargaining unit members performing special duty as defined below will receive additional pay in the form of a Special Duty Stipend (SDS) of \$2.50 per hour.

“Special Duty” will be defined as specialized duty in the course of a job assignment that requires assisting a student with one or more of the following:

1. Special toileting (such as catheterization, diaper changing, or use of a bedpan).
2. Special feeding (such as feeding a student unable to feed himself or herself).
3. Use of communication devices that are highly specialized in nature and require advanced training on the part of the bargaining unit member to operate (such as a Dynavox).
4. Use of Braille or Sign Language (that requires advanced training on the part of the bargaining unit member) to effectively work with their assigned student.
5. Administering shots.
6. Doing blood tests and administering medications to control diabetes.
7. Checking for head lice.

This addendum does not change a bargaining unit member’s job classification or benefit status. Any request for an SDS must be submitted by the building principal for pre-approval by Central Office.

The SDS will apply for only the hours that the special duty is performed and will last only as long as the special duty is required.

Personnel substituting for the regular inclusion bargaining unit member and performing the special duties as defined above will also be eligible to the SDS for the hours worked in which special duty was required.

While recognizing that students may require disciplinary action in various forms, the Board of Education cannot condone the use of unreasonable force and fear as an appropriate procedure in student discipline.

Professional staff should not find it necessary to resort to physical force or violence to compel obedience. If all other means fail, staff members may always resort to the removal of the student from the classroom or school through suspension or expulsion procedures.

Professional staff as well as support staff, within the scope of their employment, may use and apply reasonable force and restraint to:

- A. remove a student who refuses to comply with a request to behave or report to the office;
- B. quell a disturbance threatening physical injury to self or others;
- C. obtain possession of weapons or other dangerous objects upon or within the control of the student, in self-defense, or for the protection of persons or property.

In accordance with State law, corporal punishment shall not be permitted. If any staff member, full-time, part-time, or substitute deliberately inflicts, or causes to be inflicted, physical pain by hitting, paddling, spanking, slapping, or makes use of any other kind of physical force as a means of disciplining a student, s/he may be subject to discipline by this Board and possibly criminal assault charges as well. This prohibition applies as well to volunteers and those with whom the district contracts for services.

The superintendent shall provide administrative guidelines which shall include a list of alternatives to corporal punishment.

M.C.L.A. 380.1312



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