

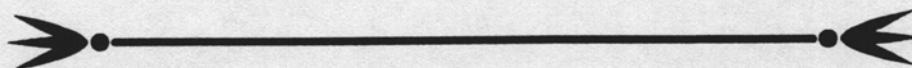
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# Master Agreement

between the  
Morenci Area Schools

and the  
Michigan Education  
Association, NEA

July 1, 1997 - June 30, 2000



This Agreement is entered into by and between the Board of Education of the Morenci Area Schools, hereinafter called the Board, and the Michigan Education Association, hereinafter called the Association.

*Morenci Area Schools*

# Table of Contents

	<u>Page No.</u>
Article I Recognition .....	1
Article II Definitions .....	2
Article III Association Rights and Responsibilities .....	3 - 4
Article IV Agency Shop .....	5 - 6
Article V Fair Practices .....	7
Article VI Board of Education's Management Rights ...	8 - 9
Article VII Grievance Procedure .....	10 - 13
Article VIII School Calendar .....	14
Article IX Working Conditions .....	15 - 16
Article X Vacancies and Transfers .....	17
Article XI Leaves of Absence .....	18 - 22
Article XII Evaluation .....	23
Article XIII Behavior .....	24 - 25
Article XIV Layoff and Recall .....	26 - 27
Article XV Seniority .....	28 - 29
Article XVI Continuity of Operations .....	30
Article XVII Compensation .....	31 - 32
Article XVIII Student Discipline and Employee Protection ..	33
Article XIX Job Descriptions .....	34
Article XX Miscellaneous Provisions .....	35
Article XXI Duration of Agreement .....	36
Appendix A Wage Schedule .....	37 - 38



## ARTICLE I: Recognition

- A. **Association as Exclusive Representative.** Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965 as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement.
- B. **Inclusions.** The Board recognizes the Michigan Education Association as the sole and exclusive bargaining representative for all full/part-time non-instructional and instructional assistants and secretarial/clerical employees.
- C. **Exclusions.** Excluded from representation are: supervisors, bookkeeper and superintendent's secretary.

## ARTICLE II: Definitions

- A. Whenever the term "Board" is used, it refers to the Board of Education and any of its designated administrative employees acting in the capacity of agent.
- B. Whenever the term "Supervisor" is used, it is to include the administration of any work location or functional division.
- C. Whenever the term "Superintendent" is used, it is to include any person with power to act on his behalf.
- D. Whenever the term "Employee" is used, it shall include the member or members of the bargaining unit.
- E. Whenever the term "Association" is used, it refers to the Michigan Education Association, NEA and any person or persons designated by the MEA acting in the capacity of agent.
- F. Whenever the term "School" is used, it is to include any work location or functional division of the Morenci Area Schools.
- G. Whenever the singular is used, it is to include the plural.
- H. Whenever the term "Day" is used, it shall mean work days unless otherwise stated.
- I. Whenever "his" is used, it is to include "his/her."



### ARTICLE III: Association Rights and Responsibilities

- A. **Dues Authorization and Payroll Deduction.** Any employee who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including local, county, MEA and NEA. Such authorization shall be on a form acceptable to both the Board and the Association and shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the first paycheck of each month beginning in September and ending in June of each year. Deductions for employees employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June.
- B. **Transmittal of Dues.** All amounts deducted pursuant to the preceding paragraph shall be forwarded, along with a list of employees from whom such deduction has been made. It shall be the Association's responsibility to account for and remit monies to anybody other than the local group. The Board's responsibility in this matter terminates when deductions have been forwarded to the local designated Association officer.
- C. **Request for Information.** The Board agrees to make available within twenty (20) working days to the Association upon its written request, all information, statistics and records which it has available and which may be reasonably necessary to make intelligent decisions relevant to negotiation, or necessary for proper enforcement of the terms of this Agreement.
- D. **Bulletin Boards.** The Association shall be provided space in each building in a place readily accessible to employees in which the Association may provide a bulletin board (not to exceed nine (9) square feet) for the posting of notices and other materials relating to Association activities. Such boards shall be clearly identified as Association bulletin boards and their upkeep and appearance shall be the sole responsibility of the Association. No material may be posted which is insulting or defamatory to any person or group. Posting of insulting or defamatory materials or failure to appropriately maintain the bulletin board(s) will be cause for their removal.
- E. **Use of Mailboxes.** The Association shall have the right to have materials placed in the mailboxes of members. Such materials shall not be detrimental to the school district nor to any individual nor shall they establish and/or promote an idea, principle or practice which is contrary to District policy or procedure.
- F. **Use of School Rooms.** School rooms shall be made available for Association meetings for bargaining unit members according to building use policy and after clearing through the appropriate office.

### ARTICLE III: Association Rights and Responsibilities (cont.)

- G. **Use of Equipment.** The local Morenci ESP shall have the right to use school equipment for preparing and duplicating information. The Association shall supply its own materials or pay for the reasonable cost of all materials and supplies incidental to such use. Such use shall be cleared through the appropriate supervisor, so that there will be no interruption or interference with normal school operations.
- H. **Placement on Agenda.** The Association or individual employee may request that the Superintendent place on the agenda items for consideration. Such requests must be made in writing to the Superintendent no later than 4:00 p.m. five (5) working days prior to the Board meeting. These requests will be placed in the proper area on the agenda.
- I. **Transacting Association Business.** Duly authorized representatives of the Association shall be permitted to transact business for grievances on school property at all reasonable times. Normal school operations shall not be disturbed. If it is necessary to hire a substitute, the Association will pay for the substitute except in the case of arbitration hearing. Regular procedures governing visitors to the building shall be followed.
- J. **Rights Under Law.** Nothing contained herein shall be construed to deny or restrict to any employee, rights they may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- K. **Other Authorized Payroll Deductions.** Upon written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for credit union, charitable donations or other plans or programs jointly approved by the Association and the Board. Further deductions and remittance will be made for annuities from companies as currently provided to other employee groups.



#### ARTICLE IV: Agency Shop

- A. **Non-Discrimination and Employee Responsibility.** The parties expressly recognize the right of each employee to freely join or refrain from joining the Association. No employee shall be discriminated against by reason of his/her joining or refusing to join the association. The Association is required by law to represent all employees in the bargaining unit fairly and equally without regard to an employee's association membership. Therefore, each employee, as a condition of employment shall, (1) join the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objectives to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the employee'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 employee. Monies so deducted shall be remitted to the Association, or its designee, no later than ten (10) days following deduction.
- B. **Association Administrative Procedures.** Pursuant to *Chicago Teachers Union v. Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. **Save Harmless.** In the event of any legal 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.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, including each individual school board member and members of the administration, from any liability for all claims, suits, demands, damages and costs, including all court or administrative agency costs, imposed by a judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article IV.

#### ARTICLE IV: Agency Shop (cont.)

- D. **Dues Authorization.** Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, By-laws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth 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.
- E. **Fee for Non-Members.** Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February.) Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.



## ARTICLE V: Fair Practices

- A. **Employee Discipline.** All matters of non-probationary employee discipline will be handled on the basis of the following criteria:
1. Employees will be made aware of the kind of conduct which could result in possible or probable disciplinary action. (Examples: insubordination, unauthorized absences, unprofessional conduct)
  2. A careful investigation will be conducted to determine if an employee did, in fact, violate a rule/order prior to the issuance of discipline.
  3. The principle of "just cause" will be applied to all disciplinary actions up to and including discharge.
  4. The degree of discipline administered will be reasonably related to the seriousness of the proven offense and the work record of the employee.
  5. The employee has a right to know with reasonable precision the offense with which he/she is charged, and the right to defend himself/herself with respect to such allegations.
- B. **Progressive Discipline.** The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension with discharge as a final and last resort. The actual discipline, however, shall be as determined by the Board, and shall be at the level as determined to be appropriate for the seriousness of the offense.
- C. **Non-Discrimination.** The Association agrees to represent all employees without discrimination. The Board agrees to continue its policy of non-discrimination against any employee.

## ARTICLE VI: Board of Education's Management Rights

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties, facilities and equipment.
  2. To direct the working forces, and to hire all employees and subject to the provisions of law, to determine their qualifications (including physical, mental and emotional capacities), and the conditions for their continued employment, or their dismissal, discipline, demotion and/or other personnel action; and to evaluate, assign, promote, lay off and transfer all such employees in accordance with such policies as the Board may from time to time promulgate.
  3. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and to determine the terms and conditions of employment of all employees, and to make any and all such changes in said terms and conditions of employment and/or in assignments as the Board may from time to time deem necessary and appropriate.
  4. To dictate the assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing and the right to establish, modify or change any work or business hours or days whenever the Board shall determine such action to be necessary and appropriate.
  5. Determine the number and location or relocation of its facilities, including the establishment of relocations of new schools, buildings, departments, programs, services, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities, and to determine and/or change the assignment of employees to the facility or location deemed most appropriate by the Board.
  6. To adopt reasonable rules and regulations.



**ARTICLE VI: Board of Education's Management Rights (cont.)**

7. Establish policies governing the selection, evaluation, testing or training of employees, provided that such selection shall be based upon lawful criteria.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations as they pertain to education.

## ARTICLE VII: Grievance Procedure

### Section 1 -- Definitions

- A. A grievance is a complaint by an employee in the bargaining unit that there has been an alleged violation or misapplication of any provisions of this Agreement.
- B. An Association grievance chairperson shall be designated by the Association and may represent any employee in the Association if the complaint is lodged in behalf of the Association.
- C. Working days are those days that are worked by the classification of employees grieving.

### Section 2 -- Procedure for Adjustment of Grievances

Grievances shall be presented and adjusted in accordance with the following procedure:

#### Informal Conference

- A. A complaint shall first be discussed with the Supervisor of the school with the object of resolving the matter informally within ten (10) working days following the event which is objectionable (or following recognition of the circumstances giving rise to a complaint.) Such a discussion may be requested by:
  - 1. An employee on his/her own behalf, or
  - 2. The Association representative at the employee's request, or
  - 3. The Association representative in the name of the Association.

#### Step 1

- A. In the event the matter is not resolved informally, the grievance may be lodged with or submitted to the supervisor of the classification within five (5) working days following the conference. The written grievance shall be signed by the aggrieved employee, if any.
- B. The grievance may be lodged and thereafter discussed with the supervisor:
  - 1. By the employee in person on his/her own behalf, or
  - 2. By the aggrieved employee accompanied by the Association representative, or
  - 3. Through the Association representatives if the aggrieved employee so requests, or
  - 4. By the Association representative in the name of the Association.



## **ARTICLE VII: Grievance Procedure (cont.)**

### **Step 2**

If the grievance is not disposed of at Step 1, or if no decision is rendered by the Supervisor within ten (10) working days after the grievance is presented, the grievance may be submitted, in writing, to the Superintendent within five (5) working days after the Supervisor's decision is communicated to the employee or the Association, or fifteen (15) working days from the date the grievance was presented to the Supervisor.

- A. The Superintendent of Schools shall meet and confer on the grievance with a view to arriving at a mutually satisfactory adjustment. Such a conference shall take place within ten (10) working days after the Superintendent received the appeal. Participants shall receive two (2) working days notice of the conference and shall be those indicated in Step 1, Paragraph B.
- B. The Superintendent shall render a written decision of the grievance with the supporting reasons after the conference, and shall furnish the Association with a copy of such written disposition within ten (10) working days of the conference.

### **Step 3**

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within ten (10) working days of the conference, the grievance may be submitted to the Board. Failure to transmit the grievance to the Board within fifteen (15) working days after its submission to the Superintendent, shall be deemed a withdrawal of the grievance.

- A. Within the time limits specified above, the grievance may be transmitted to the Board by filing written copies thereof with the Secretary of the Board and the Superintendent.
- B. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the Association and attempt to resolve the grievance. Disposition of the grievance in writing, by the Board shall be made no later than ten (10) working days thereafter and a copy of such disposition shall be furnished to the Association.

### **Step 4**

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration.

- A. If the Association notifies the Board in writing, no later than ten (10) calendar days after its meeting with the Board to discuss the grievance, that it intends to seek arbitration then the arbitration procedure outlined below shall be followed.

## Article VII: Grievance Procedure (cont.)

### Step 4 - Arbitration

- A. At the first official meeting of the Board of Education which is held after notice of intention to seek arbitration, the Board will appoint a representative to help select an arbitrator. If the parties cannot agree as to the arbitrator within fifteen (15) working days, the arbitrator shall be selected by the American Arbitration Association.
- B. The Board and Association shall not be permitted to present in such arbitration proceeding any new information or evidence not previously disclosed to the other party.
- C. Subject to Paragraph D, below, 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.
- D. **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. He/she shall have no power to establish wage scales or change any wage rate.
  - 3. He/she shall have no power to rule on the failure to re-employ any probationary employee.
  - 4. He/she shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
  - 5. Their powers shall be limited to deciding whether the Board has violated the express articles or sections of this agreement; and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
  - 6. In rendering decisions, the arbitrator shall give due regard to the responsibility of the management and shall so construe the agreement that there be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- E. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.



## Article VII: Grievance Procedure (cont.)

### Section 3 - Other Matters Pertaining to Grievances

- A. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15, of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- B. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of the procedure. Failure to file or appeal a decision within a specified time limit shall be deemed a withdrawal of the grievance.
- C. Hearings and conferences held under the grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings or conferences are held during work hours, all employees required to be present, pursuant to this article shall be excused without loss of pay if it is an arbitration hearing. Any substitute cost incurred by the district shall be equally shared by the parties.
- D. If a grievance arises from the action of authority higher than an employee's immediate supervisor, it may be initiated at the appropriate step of this procedure.
- E. No decision on, or adjustment of a grievance shall be contrary to any provision of this Agreement.
- F. No one but an employee covered under this Agreement, may avail themselves of the provisions of this grievance procedure.
- G. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure outlined herein until its resolution.
- H. Only the Association and not an individual member of the bargaining unit may use the appeal procedures of Step 4.

## ARTICLE VIII: School Calendar

- A. **Inclement Weather.** In the event that Morenci Area Schools are closed because of inclement weather, non-instructional and instructional assistants need not report for work and shall suffer no loss of pay. Secretaries will report for work duties as directed by their supervisor. Any student make-up days shall be made up with no additional compensation.
- B. **School Delay/Cancellation.** Employees shall receive their normal wages in the event school is delayed or canceled during the school day and shall report at the rescheduled time (except secretaries) or leave when school is canceled. This section is subject to ARTICLE XVI, D. and ARTICLE VIII, A. if in conflict.



## ARTICLE IX: Working Conditions

- A. **Safety and Health.** The Board of Education, through your supervisor, is committed to making the provisions necessary to insure safe and healthful working conditions for you. In order to accomplish this goal, a combination of factors must be considered:
1. The Board will furnish you with the proper tools and equipment needed to perform your job safely.
  2. Every effort will be made to provide you with the training necessary to perform your job safely. Your supervisor will assist in making arrangements to provide such training as is needed.
  3. You have a responsibility to follow established safety rules and procedures.
  4. Don't hesitate to ask questions concerning any task or procedure you do not understand. Your supervisor will take the time necessary to assist you in learning proper methods. If you are aware of any actual or potentially unsafe situation, it is your responsibility to report such to your supervisor **immediately**. In the event you are injured on the job, you must report the injury to your supervisor immediately. Your supervisor will take the steps required to see that you receive proper medical attention. Required reports must be completed with your supervisor at a later date.
- B. **Work Year.** The normal work year for non-instructional and instructional assistants shall be equal to the days of instruction scheduled for students. The normal work year for building secretaries shall be ten (10) months or two hundred four (204) days and two hundred ten (210) days for the main high school secretary. Normal work year does not guarantee that these days will be scheduled nor paid. Further, based upon need, more days than normal may be scheduled and paid at the employee's wage.
- C. **Work Week.** The normal week for all bargaining unit members is Monday through Friday.
- D. **Workday**
1. The workday for non-instructional and instructional assistants shall be as determined by the Board and shall include a thirty (30) minute paid lunch if total workday is six (6) hours or longer in duration.
  2. The normal workday for secretaries is eight (8) hours and shall include a forty-five (45) minute paid lunch.
  3. Non-instructional and instructional assistants working eight (8) hours shall be entitled to two (2) ten (10) minute relief times with pay. Non-instructional and instructional assistants working less than eight (8) hours shall be entitled to one (1) fifteen (15) minute relief time. Employees working overtime shall be entitled to one (1) fifteen (15) minute relief time for every four (4) hours of overtime worked.

**Article IX: Working Conditions (cont.)**

- E. **Overtime.** Time and one-half will be paid for all time worked in excess of forty (40) hours in one week.
- F. **Substitutes.** The Board, when deemed necessary by the immediate supervisor, shall provide substitutes in the absence of a regular bargaining unit member. The Board reserves the right to re-assign bargaining unit members to assume the role of another bargaining unit member in their absence.
- G. If known by the administration, an employee will be notified when a medically fragile student has been placed in his/her supervision.
- H. **Subcontracting.** The Board reserves the right to subcontract as is deemed necessary for the continued operation of the District in an appropriate and economically sound basis. The purpose of subcontracting shall not be to undermine the Association, nor to discriminate against any of its' members.
- I. **Notification of Changes in Assignments.** The Board shall notify the employees in writing at least two (2) weeks prior to the implementation of any decision to contract out services, reduce the size of the bargaining unit, remove bargaining unit work, or reduce regular working hours of any bargaining unit member during the calendar year.



## ARTICLE X: Vacancies and Transfers

- A. **Definition of Vacancy.** A vacancy shall be defined as a newly created position within a classification, or a present position that becomes vacant by reason of the permanent separation of the employee formerly in said position. No vacancy shall exist for purpose of this Article unless the Board shall determine to fill any such position, which determination shall be by the sole discretionary authority of the Board.
- B. **Posting.** A vacancy shall be posted no less than five (5) work days in a conspicuous place in each school building prior to filling the vacancy, except in such cases as the Board shall deem it necessary to dispense with this procedure in order to expeditiously fill a vacancy which it determines must be filled on a more immediate basis. When posted, the notice will set forth the requirements of the job and a brief job description. The notice will also provide the classification of the job and the projected starting date. If posted during the summer, the posting will be sent to the Association President.
1. Current employees may apply for a posted position by filing a written application with the Superintendent of Schools within the designated application period. All employees so applying will be given reasonable consideration for the job.
- C. **Filling Vacancies.** The Board shall fill vacancies according to a process which, in the Board's sole discretion, determines the best candidate for the vacant position.
1. In the event that the Board shall determine that two (2) or more applicants from the current employees are equally suited to the position, the Board shall award the position to the applicant employee with the most seniority.
- D. **Notification.** The Board, or its designated representative, shall, within ten (10) work days after making its decision with regard to filling a vacancy, notify the Association President of the decision.
- E. **Trial Period.** In the event of promotion within a classification, the employee shall be given a work trial of not less than fifteen (15), or more than thirty (30) days in which to demonstrate his/her capabilities. If the employee is unable to satisfactorily perform in the new position, he/she will be returned to his/her former position, if it still exists.
- F. **Voluntary Transfers.** An employee involved in a voluntary transfer in or out of classification shall be treated as a new employee except for seniority and other provisions which are granted on a unit basis.
- G. **Involuntary Transfers.** The unilateral right to make involuntary transfers, either temporarily, or permanently, is expressly reserved to the Board. An employee temporarily transferred shall be paid at his/her regular rate while performing in the new position. An employee permanently transferred shall be paid the rate for the job to which he/she is transferred. (A transfer shall not be deemed a demotion unless the employee experiences a reduction in pay.)

## ARTICLE XI: Leaves of Absence

### Section 1 - Paid Leaves of Absence

- A. **Sick Leave.** At the beginning of each year, each employee shall be credited with a ten (10) day leave allowance to be used for absences caused by personal illness or disability. The unused portion of such sick leave allowance shall accumulate from year to year to a limit of one hundred four (104) days in 1997-98, one hundred eight (108) days in 1998-1999, and one hundred twelve (112) days in 1999-2000 for secretaries; and seventy-four (74) days in 1997-98, seventy-eight (78) days in 1998-99, and eighty-two (82) days in 1999-2000 for non-instructional and instructional assistants. Unused sick leave in excess of the maximum shall be paid at the rate of twelve dollars and fifty cents (\$12.50) for 1997-98 per day and fifteen dollars (\$15.00) for 1998-99 and fifteen dollars (\$15.00) for 1999-2000 at the end of the school year. Unused business and personal days, as allowed by this Article, shall be added to the accumulative sick leave at the end of the school year and those days shall be included when paying members who have accumulated days in excess of the maximum days per this section.
1. The Board shall furnish a written statement within twenty (20) days of the beginning of each school semester setting forth the total of sick leave credit each employee has accumulated.
  2. Each employee absent for personal illness or injury or on orders of his/her physician to remain absent from duty due to exposure or disease may be required by the Superintendent of Schools, or his designee, to report to the Board of Education physician (employee choice of male or female) for an examination. The cost of said examination shall be assumed by the Board.
  3. Each employee shall notify their supervisor of their intended absence, nature of leave (sick leave, funeral leave or business day) the day and date of absence and where they can be contacted during the day. Each employee shall give notification no later than 7:00 a.m. on the day of absence.
  4. In the event an employee has advance knowledge of a period of disability, the Administration shall be notified as soon as possible after the employee becomes aware of same. Such notification will include a written statement from the employee indicating whether or not sick leave benefits are or are not to be paid during the absence as well as a certificate from the attending physician stating the anticipated commencement and duration of such disability, any restrictions on the work the employee must perform, and the length of time such restrictions are applicable. In order to receive leave under this provision, whether paid or unpaid, the employee will be expected to work until physically disabled and return to work as soon as physically able.



## Article XI: Leaves of Absence (cont.)

5. An employee may be required by the Administration to justify such absence when reporting to work on the first working day following his/her absence. Failure to comply with this provision can result in the withholding of pay for such leave days.
6. Doctor or dentist appointments shall normally be scheduled before or after work. Sick leave may be used when the ongoing treatment of the employee for a specific physical/medical problem is taking place. An exception to this would be an emergency illness for which sick leave shall be granted.
7. Probationary employees shall not earn sick leave during the period of their probation. No sick leave time shall be earned while an employee is on leave of absence.

B. **Funeral Leave.** All employees shall be granted five (5) working days with pay for a death in the employee's immediate family. The immediate family is defined to include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, grandchildren and grandparents, also any individual who permanently resides in the employee's home.

C. **Business and Personal Days.**

1. One (1) school day per year shall be granted for the conduct of business affairs which cannot be handled outside of school hours.
  - a. It is understood that such business leave shall not be granted for the first or last day of the school year nor on the first working day preceding or following a vacation period, weekend, or holiday. Justification will be required for these days before they are granted.
  - b. Such days are not to be used for the purpose of a vacation, party preparation, shopping, hunting, golfing or a holiday, or to take part in any protest, march, strike, or other public demonstration.
2. One (1) school day per year shall be granted for personal leave.
  - a. Such leave shall not be taken on the first working day preceding or following a vacation period. Specific reasons for the leave shall be given prior to its being granted.
3. Business and personal days may be taken as whole days only. (Except in case of an emergency or at the discretion of the immediate supervisor and with his/her direct permission, in which case half days may be granted.)

## **Article XI: Leaves of Absence (cont.)**

4. Employees must request business or personal leave days as early as possible, but no later than two (2) full days in advance, except in case of emergency. In such case, the employee shall apply as soon as possible.
5. At the end of each school year, an unused business and/or personal leave day shall be added to accumulative sick leave.

### **D. Jury Duty and Court Appearance Leave.**

1. All school employees who are called to jury duty shall notify the Superintendent of Schools as soon as notice is received. Employees shall request the court to defer jury duty whenever possible to the summer months when the children are not regularly enrolled; the Superintendent will confirm such requests when necessary.
2. Employees who cannot obtain a deferment or whose employment extends through the summer months shall be released for jury duty. Such employees shall receive the difference between their regular salary and pay received for jury duty.
3. Any employee required to appear in court either as a Principal or witness shall suffer no loss of pay or leave days, unless such appearance is as a defendant when a guilty verdict will result in loss of pay.

### **E. Other Leaves With Pay.**

1. Time off with pay, chargeable against the employee's sick leave may be granted for illness in the immediate family. The only justification for paid absence is that the employee must be absent because of an inability to arrange care of someone in the immediate family who is ill. The immediate family in this paragraph is defined as being spouse, children, parents or individuals living with an employee.
2. In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation law, the employee will be entitled to use sick leave in the same manner as if the injury or illness was not compensable under the Workers' Compensation; provided that said employee reimburse the employer the amount of wage continuation benefit received under Worker's Compensation for any week the employee receives sick pay from the employer. For any day that the employee receives sick pay from the employer and reimburses the employer for the Worker's Compensation received, the employee's sick leave shall be reduced only by the portion of a day equal to the portion of the employee's gross pay actually paid by the employer. Employees must report all injuries immediately to their supervisor.



## Article XI: Leaves of Absence (cont.)

3. The Association shall be entitled to five (5) full work days of leave with pay, to be used for such Association business the President may designate subject to the following limitations:
  - a. Such days are not to be used to take part in any protest, march, strike, or any other public demonstration—type activity.
  - b. The Association must notify the Board not less than forty-eight (48) hours prior to such leave.
  - c. The Board reserves the right to deny said leave if conditions exist wherein the employee's absence will cause undue disruption to the District activities.
  - d. Substitute costs, if any, shall be paid by the Association.

### Section 2 - Unpaid Leaves of Absence

- A. **Medical Leave.** An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a Leave of Absence without pay for the duration of the illness or disability, provided that such illness or disability does not extend beyond the individual employee's contract or the current school year, whichever is sooner. The Board may renew such leave upon written request of the employee. The Board agrees to pay the premiums for health insurance benefits for the duration of the individual employee's contract or the balance of the school year, whichever is shorter.
- B. **Return From Leave.** If any member of the bargaining unit is granted a leave under Paragraph A for a period of one (1) year or less, the Board agrees to reinstate the employee to their former position or another position at the same rate of pay and within the same classification. The individual shall receive seniority and salary schedule credit for the duration of the leave.
- C. **Child Care Leave.** With the addition of a child to the employee's family, the Board of Education may grant leave of absence for child care, without pay, upon written request for such leave. Employees should follow the steps outlined under Extended Leave of Absence to apply for Child Care Leave.
- D. **Extended Leave of Absence.** A leave of absence thirty (30) days or more may be authorized for good cause by the Board of Education upon recommendation of the Superintendent.
  1. Written application for such leave shall be made by the employee addressed to the Superintendent of Schools, stating the reason for the requested leave and the number of days being requested.

## ARTICLE XI: Leaves of Absence (cont.)

2. Employees returning from a granted leave shall be assigned to the same position, if available, as held before the leave.
3. Employees on leave shall not accept other employment, except as may be approved by the Superintendent of Schools.
4. During a leave of absence, the employee will not gain length of service or lose length of service acquired up to the date of the leave.

- E. **Other Leaves.** Absence from work may be authorized by the immediate supervisor except in those instances where the Board of Education policy or administrative regulations expressly reserve this authority to the Superintendent and/or the Board of Education. Absences for reasons not covered in this handbook or any exceptions may be authorized by the Superintendent, or as required by the Board of Education.

Employees faced with extenuating circumstances are encouraged to discuss them with their supervisor.

- F. **Family Medical Leave Act (FMLA).** Pursuant to the FMLA of 1993, an employee may elect to use paid leave time while on a FMLA leave.



## ARTICLE XII: Evaluation

### A. Procedures

1. Each bargaining unit member shall be formally evaluated by his/her immediate supervisor as required by the Board.
2. All formal evaluations shall be reduced to writing and a copy given to the bargaining unit member at a conference between the bargaining unit member and 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.
3. The bargaining unit member shall sign the evaluation prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean he/she necessarily agrees with the contents of the evaluation.
4. Evaluations are not subject to the grievance procedure.
5. An employee shall have the right to review the contents of his/her personnel file materials pertaining to said employee originating after initial employment, excluding initial references and other information excluded or excludable from disclosure under the Employee Right-To-Know Act, Public Act No. 379 of 1978 (MCL 72.621, et seq.) or other provisions of law, including the Michigan Freedom of Information Act (MCL 15.231, et seq.), the Michigan Revised Judicature Act (MCL 600.2165), and the federal Family Educational Rights and Privacy Act (20 USC 1232(g)). The employee may have a representative of the Association accompany him/her in such review. Such reviews of the employee's personnel file records shall not occur more often than three (3) times in any one school year (July 1 to June 30).
6. In the event a third party is requesting the personnel file of an employee, the employee will be notified as soon as possible.

Upon the employee's written request, disciplinary records contained in their individual personnel file may be considered by the Board to be expunged. The decision, however, is exclusively vested in the Board.

## ARTICLE XIII: Behavior

- A. **Expectations of Employees.** Employees are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board of its representatives which are not inconsistent with the provisions of this Agreement.
- B. **Deficiencies in Work Performance.** In the case of deficiencies in work performance an employee shall be advised of the deficiencies as soon as reasonably possible. Written notification of deficiencies along with a reasonable period of correction, if appropriate, shall be sent to the employee if such are re-occurring or shall be deemed sufficient for suspension, demotion, dismissal or other disciplinary action. Such deficiencies shall include, but are not limited to the following:
1. Unauthorized or excessive absence from work.
  2. Abuse of sick leave.
  3. Chronic tardiness.
  4. Conviction of any criminal act.
  5. Inappropriate or immoral conduct involving students.
  6. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicants of any kind.
  7. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
  8. Willful violation of any provisions of this contract.
  9. Deliberate falsification of records and reports.
- C. **Right to Association Representation.** Each employee shall have the right to have an Association representative present at any scheduled meeting or conference with an administrator at which there exists a reasonable likelihood (to the administrator's prior knowledge) that the conference will result in imposition (or recommendation therefore) of disciplinary sanctions against said employee. No disciplinary action shall be taken against an employee without the presence of such representation (unless waived by the employee) except in emergency situations in which both immediate action is necessary and prior notification of a representative is not reasonably possible. If disciplinary action shall become likely at a given meeting, the employee shall be advised immediately of such possibility and be advised of the right to representation under this provision of the Agreement.



### Article XIII: Behavior (cont.)

- D. **Due Process.** The Board agrees that employees shall not be disciplined, dismissed, or demoted, or reduced in compensation without "due process" as defined in this Article. PROVIDED, that for the first ninety (90) calendar days of employment all new employees shall be deemed "probationary employees" and dismissal of any such employee prior to completion of his/her probationary period shall not be made the basis of any grievance or appeal under this Agreement.

"Due process" shall be defined for purposes of this Agreement as the following:

1. An employee shall be given \*appropriate prior notice of any performance deficiency whenever imposition of any of the above disciplinary sanctions is based principally on a continuing course of conduct evidencing such deficiency. (\*Appropriate: defined as verbal for "minor" incidents or written for "other incidents.")
2. Employees may minimally submit a written statement of objection to imposition of any of the above disciplinary sanctions, specifically stating any reasons why the disciplinary sanction should not be imposed, and such statement shall be included in the employee's personnel file.

- E. **Employer Non-Interference.** The Board agrees to maintain a policy of non-interference in the off duty hours of an employee, as long as his/her activities are not determined to interfere with his/her job performance.

- F. **Parent/Student Complaints.** No action shall be taken upon any complaint by a parent or student directed toward an employee, unless such matter is reported in writing to the employee concerned. Further, the employee must receive a copy of any correspondence relative to said complaint prior to having it included in his/her personnel file.

- G. **Medical Examination.** The Board at any time (at it's expense) may require an employee to submit to an examination by an independent physician in an effort to determine his/her fitness for employment.

## ARTICLE XIV: Layoff and Recall

- A. **Layoff Defined.** "Layoff" shall be defined as a determination by the Board to effectuate a reduction in the total number of employees within a particular classification, which reduction is implemented by completely or partially discontinuing the employment of a designated number of individual employees.
- B. **Layoff Notice.** The Board of Education or its designated representative expressly retains the authority to effectuate a reduction in personnel for whatever the reason and whenever the Board shall in its sole discretion determine such a reduction to be necessary or advisable. All employees laid off by the Board shall be given notice of layoff at least thirty (30) calendar days prior to the effective date of the layoff. PROVIDED, however, that employees may be laid off on only fourteen (14) calendar days prior notice in the event that emergency conditions render longer notice not reasonably feasible.
- C. **Order of Layoff.** The Board shall implement layoffs by retaining those employees within a classification according to seniority who are "qualified," as that term is defined in this Agreement, to perform the duties and responsibilities of the remaining positions within the classification.
1. In the event the Board shall determine that any two (2) or more employees are equally qualified for the remaining positions, the Board shall retain the employee with the greatest seniority in classification.
  2. In the event seniority employees must be laid-off, layoff considerations may include:
    - a. In the event an employee is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit. Should the Board determine that the employee shall be placed in one of the posted positions he/she shall retain the right to his/her job classification should a position become available for which he/she is qualified. Re-assignment to said classification shall be solely a decision of the Board.
    - b. An employee reduced from a position in his/her present classification may be retained in his/her position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification, the reduced employee possesses the qualifications to perform the job, and the Board determines the placement to be in the District's best interest.
- D. **Consideration of Laid Off Employees.** Employees on layoff shall be considered before the hiring of new employees outside the District for a vacant position in another unit classification for which they are fully qualified.



#### Article XIV: Layoff and Recall (cont.)

E. **Order of Recall.** The Board shall recall employees from layoff according to seniority and according to the Board's determination of which laid off employee within the classification of the vacant position is "qualified," as that term is defined in this Agreement to perform the duties and responsibilities of the vacant position.

1. In the event the Board shall determine that two (2) or more laid off employees are equally qualified for the vacant position,, the Board shall recall the laid off employee with the most seniority in classification.
2. In the event a tie exists, the employee with the greatest total years of service in the District shall be recalled first. In the event a tie still exists, it shall be broken by the last four (4) digits of the employee's social security number with the employee with the highest number having the most seniority.

F. **Notice of Recall.** Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given at least five (5) work days from receipt of notice to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period.

G. **Declining Recall.** Employees recalled to work for which they are qualified in their classification are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified in his/her classification shall forfeit his/her seniority and all employment rights under this Agreement.

H. **Retention on Recall List.** Employees shall remain on the recall list for a period of one (1) year or the length of their seniority, whichever is greater, but not to exceed two years after the date of layoff.

I. **Recall Rights.** Probationary employees have no recall rights.

## ARTICLE XV: Seniority

A. **Probationary Period.** Employees will be considered probationary for the first ninety (90) calendar days from the date of hire into the bargaining unit.

B. **Definition of Seniority.** Seniority shall be defined as the length of an employee's continuous service within his/her respective classification from his/her date of hire into that classification until such time as he/she moves out of that classification, at which time his/her seniority will be frozen in the previous classification. Date of hire is defined as the first paid day of work in the classification. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. Seniority shall not transfer from one classification to another.

When a substitute employee is hired as a bargaining unit member for the same position in which she/he was the substitute employee, the date of hire will be retroactive to the first day of work as a substitute employee providing the substitute employee had continuous employment.

Continuous employment will be defined as working for the same bargaining unit member with no break in service.

C. **Loss of Seniority.** An employee will lose their seniority for the following reasons:

1. The Employee resigns.
2. The Employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
3. The Employee retires.
4. The Employee is on layoff for one (1) year or the length of his/her seniority whichever is greater but not to exceed two (2) years.

D. **Seniority Retention.** Seniority shall be retained, but not accumulated, for an employee on an unpaid leave of absence pursuant to the Agreement or on layoff for a period not to exceed one (1) year or the length of his/her seniority whichever is greater but not to exceed two (2) years. Seniority shall continue to accumulate for an employee on any approved paid leave of absence pursuant to this Agreement.

E. **Seniority List.** A seniority list shall be furnished to the Association on or about October 30, of each year. Such list shall contain each employee's name and date of hire for each classification. At the end of thirty (30) days, revisions will be forwarded to the Board office for consideration. The final list will be agreed to, and relied upon by the parties. (The basic seniority list established in the first year of this agreement cannot be challenged or grieved once it is agreed to by the parties.)



**ARTICLE XV: Seniority (cont.)**

- F. **Seniority Tie Breaking.** In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be first determined by total years of service in the district. If a tie still exists, employees shall be ranked in order of the highest four digit numbers taken from the last four digits of each employee's social security number.
- G. **Employee Classification.** The bargaining unit's various classifications shall be as follows:
1. Non-instructional and instructional assistants
  2. Secretaries

## ARTICLE XVI: Continuity of Operations

- A. **Good Faith Practices.** The Board and the Association agree that during the period of this Agreement they will not, either directly or indirectly, engage in or assist in any unfair labor practices as defined by the Public Employment Relations Act.
- B. **Strikes.** The Association agrees that it will not, as a group or as individual members, participate in an illegal strike or other job action.
- C. **Inclement Weather.** Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by acts of God.
- D. **Reporting When Classes Canceled.** Employees may be required to report for duty whenever emergency or unusual conditions necessitate the canceling classes. If classes are canceled due to weather, or other acts of God, employees may report to work late, but not later than 10:00 a.m. subject to ARTICLE VIII, Section A. Employees reporting by 10:00 a.m. shall be paid for the hours worked. If an employee is unable to report due to impassable roads the Administration may verify the road conditions and take appropriate action if the conditions are not as reported. Notification of the canceling of classes shall be given via appropriate radio stations and shall be called in not later than 7:00 a.m.



## ARTICLE XVII: Compensation

- A. **Wages.** The basic wage of employees covered by this Agreement are set forth in APPENDIX A which is attached to and incorporated in this Agreement. Such wage schedule shall remain in effect during the designated periods.
- B. **Part-Time Employees.** Fringe Benefits of part-time employees (working less than 6 1/2 hours per day and less than 170 days per year) shall be on a pro-rated basis.
- C. **Insurance.** Employees shall receive the following insurance:
1. Non-instructional and instructional Assistants: \$1,273.00 per year for the 1997-98 (12 month period) toward the purchase of single subscriber; \$1,276.00 for self and one; and \$1,276.00 for full family health insurance as available through MASB SET/SEG. For 1997-98, 1998-99, and 1999-2000, the Board of Education will increase the rate of its contribution toward the cost of each eligible employee's health insurance premium by the actual percentage rate of increase in premium cost for that level of insurance benefits, up to a maximum of 12.5% of the rate of the Board's contribution to the employee's premium costs the previous year, each year. In the event that the premium increase for each year exceeds the maximum rate of Board contribution, the employee(s) so affected must either approve in writing a deduction of the excess premium from their paychecks or they will no longer be eligible for receipt of health insurance benefits under this contract. Upon expiration of this Agreement, the Board shall have no obligation to increase its rate of contribution to employee health insurance premiums until such obligation is negotiated into a successor collective bargaining agreement.
  2. **Secretaries:** Up to full family health insurance as available through MASB SET/SEG for a 12 month period. For 1997-98, 1998-99, and 1999-2000 the Board of Education will increase the rate of its contribution toward the cost of each eligible employee's health insurance premium by the actual percentage rate of increase in premium cost for that level of insurance benefits, up to a maximum of 12.5% of the rate of the Board's contribution to the employee's premium costs the previous year, each year. In the event that the premium increase for each year exceeds the maximum rate of Board contribution, the employee(s) so affected must either approve in writing a deduction of the excess premium from their paychecks or they will no longer be eligible for receipt of health insurance benefits under this contract. Upon expiration of this Agreement, the Board shall have no obligation to increase its rate of contribution to employee health insurance premiums until such obligation is negotiated into a successor collective bargaining agreement.

## Article XVII: Compensation (cont.)

The Board and the Association will investigate carriers who will allow self-funding of vision and dental plans if only a portion of the group would enroll. If a carrier is available, the following coverage of the plans would be offered beginning with the 1998-99 school year.

The board will provide a self-funded group plan for up to full family, using as a guideline dental plan 60-60-60 \$1000, \$1500 MAX. on Class I and II, vision service plan 2 coverage annually.

3. The Board reserves the right to enroll in another health insurance plan during the life of this agreement, provided the new plan is substantially the same in coverage as the current plan.
4. No double coverage of health insurance will be allowed. If the employee is covered under another health insurance plan, they will be ineligible for coverage by the district.
5. For all employees who do not receive health insurance, or who do not elect to take health insurance, the Board of Education shall provide Term Life Insurance in the amount of \$15,000.00

- D. **Expense Reimbursement.** Employees who are asked to use their own vehicle for school district business will be reimbursed for such at the current rate.

Your supervisor may request you to travel for district business. Employees required to be out of the district on special assignments will be reimbursed for the reasonable cost of food, lodging and other necessary expenses incurred. Employees are expected to use good judgment in the incurring of such expenses. It is important to keep receipts of all expenses and record such on the district expenditure report form when you return. Your supervisor will review and authorize reimbursement of such expenses, as may be approved, after you have completed the required paperwork.

- E. **Retirement Severance Pay.** After fifteen (15) years of service in the Morenci Area Schools and upon retirement under the state system, the Board agrees to pay one-half (1/2) of the accumulated sick days (not to exceed allowable maximums) at the rate of Twenty-Two and One-Half Dollars (\$ 22.50) per day.

- F. **Employee Retirement Benefits.** The Board of Education will pay the current rate as required of each employee's wages to the Michigan Public School Employees' Retirement System. For more information, please see your supervisor.



## ARTICLE XVIII: Student Discipline and Employee Protection

- A. **Assault.** Any case of assault upon an employee shall be promptly reported to the Board or its designated representative.
- B. **Complaints Against Employee.** If any employee is complained against or sued as a result of any action taken by the employee while in pursuit of his/her employment, the Board will cooperate in his/her defense.
- C. **Time Lost.** Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against the employee unless he/she is found guilty or loses time as a result of suspension.
- D. **Employee Responsibilities.** The foregoing provisions shall be subject to the condition that the employee has been acting in an ethical manner in the pursuit of his employment and in accordance with this contract, the reasonable policies of the Board of Education and all ordinances and statutes of the State of Michigan and local municipalities.

## ARTICLE XIX: Job Descriptions

- A. **Job Description Development.** Job descriptions for each classification may be developed by the Board. Said descriptions shall be determined at the sole discretion of the Board. As finalized, the descriptions shall be made available to all current Association members and to all new hires. The descriptions may include, but may not be limited to:

1. Job Title
2. Minimum Requirements
3. Required Tasks and Responsibilities
4. Person (position) Responsible to

Evaluations of Association members' work performance shall be generally based upon the said job description, but it shall not be limited to only the specifics of the job description.

- B. **Employee Participation.** If requested to do so, the employee will actively participate in the formulation of the job description for his/her classification by giving input to be considered by the Board.

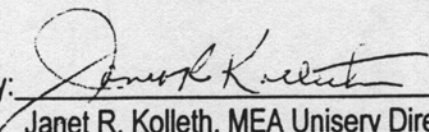


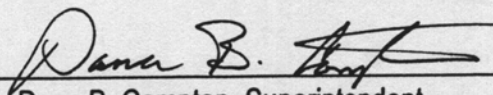
## ARTICLE XX: Miscellaneous Provisions

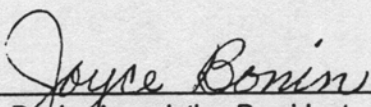
- A. **Understandings by the Parties.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and responsibility are set forth in this Agreement.
- B. **Individual Contracts.** Any individual contract between the Board and the individual employee, heretofore executed shall be subject to and consistent with the terms and the 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 any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.
- C. **Duty to Bargain.** With regard to actions implemented or authorized by the Board or its administration subsequent to the date of the execution of this Agreement which substantially affect the terms and conditions of Association members, and which are not in conflict with the specific terms of this Agreement, the Board agrees to comply on demand with its statutory duty to bargain in good faith to the extent (and as to these subjects) required by the Public Employment Relations Act.
- D. **Volunteer Services.** The Board expressly reserves the right to accept services offered on a volunteer basis by individuals or organizations affiliated with or interested in school district affairs and operations. Such organizations may include, but are not limited to, athletic booster clubs, parent-teacher organizations, student extra-curricular clubs or organizations, etc.
- E. **Supervisory Performance of Unit Work.** Supervisory employees, or non-Association employees, may perform duties normally performed by Association members whenever the performances of such duties is necessary to ensure continuity of essential administrative or educational functions of the school district. Said assumption of duties shall not displace a bargaining unit member.
- F. **Printing of Agreement.** Copies of this Agreement shall be printed at the expense of the Board and presented to all Association members. New employees shall receive a copy of this Agreement, within ten (10) days of appointment to employment. The Board shall provide six (6) copies of this Agreement to the Association. (Accepting the Association's assumption to fully prepare first contract, including all duplication and the providing to the Board of twelve (12) extra copies.)

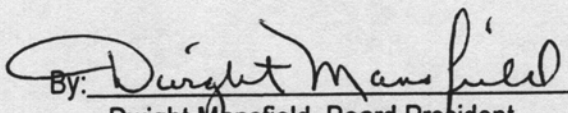
## ARTICLE XXI: Duration of Agreement

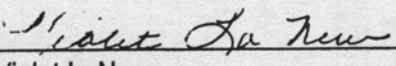
This Agreement shall be effective as of the 1st day of July, 1997, and shall continue to be in effect until the 30th day of June, 2000.

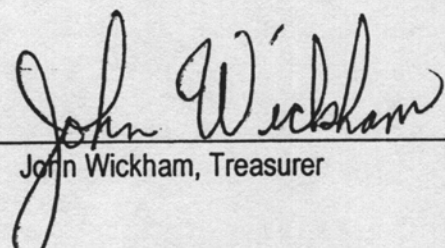
By:   
Janet R. Kolleth, MEA Uniserv Director

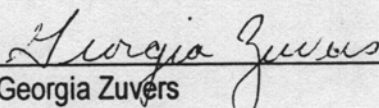
By:   
Dana B. Compton, Superintendent

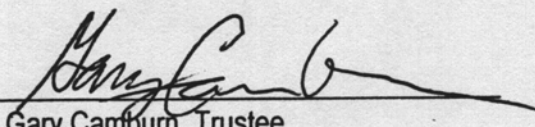
By:   
Joyce Bonin, Association President  
Negotiating Committee Member

By:   
Dwight Mansfield, Board President

By:   
Violet LaNew  
Negotiating Committee Member

By:   
John Wickham, Treasurer

By:   
Georgia Zuvers  
Negotiating Committee Member

By:   
Gary Camburn, Trustee

Dated this 1st day of AUGUST, 1997



## Appendix A

### Wage Schedule

<u>Years of Service</u>	<u>1997-1998</u>	<u>1998-1999</u>	<u>1999-2000</u>
<b>Non-Instructional and Instructional</b>			
0	5.52	5.69	5.86
1 - 2	5.89	6.07	6.25
3 - 4	6.61	6.81	7.02
5 - 6	7.34	7.56	7.79
7 - 8	8.06	8.31	8.56
9 - 10	8.80	9.06	9.33

<u>Years of Service</u>	<u>1997-1998</u>	<u>1998-1999</u>	<u>1999-2000</u>
<b>Secretaries</b>			
0	7.77	8.00	8.24
1 - 2	8.14	8.38	8.63
3 - 4	8.74	9.01	9.28
5 - 6	9.11	9.38	9.66
7 - 8	9.48	9.76	10.05
9 - 10	9.83	10.12	10.42

Employees with 11-15 years of service shall receive \$125 annual longevity payment.

Employees with 16-20 years of service shall receive \$225 annual longevity payment.

Employees with 21-25 or more years of service shall receive \$325 annual longevity payment.

Employees with 25 years or more of service shall receive \$400 annual longevity payment.

## **APPENDIX A** (cont.)

**LONGEVITY:** Employees receiving longevity payments shall elect one of the following payment options at the beginning of the school year --

1. Bi-weekly equal amounts
2. Two equal lump sum payments at end of first semester and at end of school year
3. One lump sum payment at end of school year

### **General**

All improvements will be retroactive to the first day of work beginning with the 1997-98 school year except life insurance.