NILES COMMUNITY SCHOOLS

ASSOCIATION OF OFFICE PERSONNEL

MASTER AGREEMENT

FOR

1998-99

NILES, MICHIGAN

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This Contract, entered into this 1st day of July, 1998, by and between the BOARD OF EDUCATION of the City of Niles, Michigan, hereinafter called the "Board," and the NILES COMMUNITY SCHOOLS ASSOCIATION OF OFFICE PERSONNEL, hereinafter called the "Association";

WITNESSETH:

Whereas the Board has a statutory obligation, pursuant to act 379 of the Michigan Public Acts of 1965, to bargain with the Association, as the representative of its office personnel, with respect to hours, wages, and terms and conditions of employment.

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

ARTICLE 1

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all educational secretaries and all personnel engaged in secretarial and clerical work, including bookkeepers, clerks, library clerks, machine operators, receptionists, switchboard operators, and typists, but excluding supervisory, executive personnel, and payroll supervisor, within the bargaining unit as established by the State Labor Mediation Board's decision and direction of election of July 13, 1970, and the election of July 22, 1970. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Office Personnel" or "Bargaining Unit Member."

B. The Board agrees not to negotiate with any educational office personnel organization other than the Association for the duration of this Contract.

ARTICLE 2

Employees' Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Association member in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any Association member with respect to hours, wages, or any terms or conditions of employment by reason of her membership in the Association, her participation in any activities of the Association or collective professional negotiations with the Board, or her institution of any grievance, complaint, or proceeding under this Contract or otherwise with respect to any terms or conditions of employment.

B. The provisions of this Contract and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in or association with the activities of any employee organization.

C. Each Bargaining Unit Member, upon written request, shall have the right to review the nonconfidential contents of her personal file located in the Administrative Services Center. The employee may request another Bargaining Unit Member to accompany her in this review. No material may be placed therein without allowing the employee an opportunity to file a response thereto, and said response shall become a part of the file.

D. Job descriptions shall be furnished by the Board to each present employee, newly hired personnel, and the Association president.

Job descriptions shall be furnished by the Board for personnel placed in newly created positions and/or positions that change within thirty days of job assignment.

Job descriptions shall be reviewed by each employee and her supervisor(s) before June 1 and updated when appropriate. A copy of any change will be given to the president of the Association within thirty days.

E. The Bargaining Unit Member shall confer with his/her immediate supervisor to determine whether the workload necessitates additional help. If the employer agrees that it does, alternatives to ease the workload will be initiated within ten (10) workdays. Alternatives may include assigning overtime, hiring substitute help, postponing work, etc.

ARTICLE 3

Association Rights

A. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Contract; and the Board and the Association agree to be bound by any lawful order or award thereof.

B. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the district which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Office Personnel, together with information which may be necessary for the Association to process any grievance or complaint.

C. A Bargaining Unit Member engaged during the working day in negotiating on behalf of the Association with any representatives of the Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms except on Saturday or Sunday, and only in the same manner as the Board schedules and charges for such facilities for other groups. The Association shall have the right to post notices of its activities and matters of Association concern on school bulletin boards, at least one of which shall be provided in each school building.

E. 1. Any employee who is not a member of the Association in good standing or who does not make application for mem bership within thirty days from the date of commencement of duties shall, as a condition of employment, pay as a service fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Association--including local and state dues (or the fee amount established by a court as the result of the adjudication by the Michigan Education Association); provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided herein. In the event that an employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction as provided in this

Agreement, the Employer shall, at the request of the Association, terminate the employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge.

2. The procedure in all cases of discharge for violation of this Section shall be as follows:

   a. The Association shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten days for compliance, and shall further advise the employee that a request for discharge may be filed with the Employer in the event compliance is not effected.

   b. If the employee fails to comply, the Association may file charges, in writing, with the Employer and shall request termination of the employee's employment.

   c. The Employer, upon receipt of said charges and request for termination, shall immediately notify said employee that his/her services shall be discontinued at the end of ten days. In the event of compliance at any time prior to discharge, charges shall be withdrawn.

3. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Section (E), the Association agrees to defend such action, at its own expense and through its own counsel, provided:

   a. The Employer gives notice, as soon as practicable, of such action to the Association and permits the Association intervention as a party if it so desires, and

   b. The Employer gives cooperation to the Association and its council in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of, or by reason of, action by the Board for the purpose of complying with this Section (E).

F. During the life of this Agreement, the Board agrees to deduct from a paycheck of each month, September through June, for those employees who so authorize by properly executed payroll deduction authorization cards, the monthly dues or fee in such amounts as shall be certified by the Association. The checkoff authorization shall be in writing and signed by the employee, and shall afford such employee the right to revoke such authorization upon its anniversary date or upon expiration of this Agreement, whichever occurs first. The Board shall remit monies so deducted to the Association each month and shall furnish the Association with a list of all members for whom such deduction has been made.

G. The Board agrees, upon receipt of properly executed payroll deduction authorizations, to payroll deduct for authorized credit unions, insurance, and authorized annuity companies as approved by the Business Office.

ARTICLE 4

General Requirements for Employment

A. Training - The employee shall have such training and skills as may be required to successfully carry out the requirements of the job. However, the district may provide specialized training if appropriate for the position. Released time for the trainer and/or trainee may be provided at the discretion of the employer.

B. Experience - Experience shall not be a prerequisite for employment unless, in the opinion of the Personnel Administrator, the position is deemed to require it.

C. Medical Examination - For the protection of children, the worker, and the Board of Education, a physical examination may be required at any time, at the expense of the Board. This shall not include state-required TB tests or X-rays.

D. Probation Period - All new employees to this school system shall be hired on a ninety-calendar-day probationary basis, with formal written review and conference between supervisor and employee regarding the employee's performance within the first forty-five (45) days. At the end of the probation period the employee shall be given a formal written evaluation. Probationary employees shall be covered immediately under the terms of this Agreement. (This shall not be misconstrued so as to include employees changing positions who are on a trial period as explained in Article VII, Section F.)

ARTICLE 5

Compensation

A. The salaries of Bargaining Unit Members covered by this Contract are set forth in Schedules B-1 through B-5, which are attached to and incorporated into this Agreement. Consideration for salary increases will be given on an annual basis.

B. Past experience will be recognized by increase in steps on the salary schedule commencing on the first anniversary of date of hire.

One or two years of experience shall be granted if the employee's work history indicates the work was related to clerical/secretarial work within another school system.

Additional years of such clerically related work experience shall be granted on the second anniversary of date of hire. One, two, or three additional years of experience shall be granted if work history confirms eligibility for the same and remains within the limits of the schedule.

Clerically related work history, in order to be appropriately considered, must have occurred within the previous ten years. Part-time and partial-year employment will be prorated in determining experience credit.

C. The hourly rates of pay will be established, and employees will be paid for the number of weeks worked. Normal work week shall be thirty-seven and one-half (37 1/2) hours, seven and one-half (7 1/2) hours per day.

D. Time worked in excess of seven and one-half (7 1/2) hours per day, Monday through Thursday, and in excess of seven (7) hours on Friday, shall be considered overtime. Overtime shall be paid at one and one-half (1 1/2) times the regular hourly rate. Sundays and holidays shall be paid at double the regular hourly rate.

Part-time employees working less than thirty-seven (37) hours per week shall be paid at their regular hourly rate up to thirty-seven (37) hours per week, except that time worked in excess of seven and one-half (7 1/2) hours per day, Monday through Thursday, and in excess of seven (7) hours on Friday, shall be paid at one and one-half (1 1/2) times the regular hourly rate.

Employees who utilize compensatory time shall receive time off calculated at one and one-half (1 1/2) times the overtime hours worked, except Sundays and holidays, which will be double time.

E. Paid holidays for Office Personnel shall be:

	School Year	45 Weeks	52 Weeks
Christmas	1 1/2 days	2 1/2 days	3 days
New Year's Day	1 1/2 days	2 1/2 days	3 days
Good Friday	1/2 day	1/2 day	1 day*
Memorial Day	1 day	1 day	1 day
Fourth of July			1 day
Labor Day	1 day	1 day	1 day
Thanksgiving	2 1/2 days	2 1/2 days	2 1/2 days

*If scheduled for a half-day session, fifty-two-week Office Personnel will work a half-day and will be paid for a full day.

Part-time employees shall be paid for the holidays which fall on days they would normally work. If a part-time employee is following a school-year calendar, appropriate holidays will be paid proportionately.

F. Any inclement weather closing days which are or are not required by the Michigan Department of Education to be rescheduled for full funding shall qualify as paid days for less than full-year Office Personnel, and they will not report to work. Less than full-year office personnel have the option of (a) not receiving regular pay on the rescheduled day(s) or (b) conferring with their supervisor to schedule make-up day(s) at a mutually agreeable time. Full-year Office Personnel shall not report to work, but shall not receive a reduction in pay. Any rescheduled days shall be in accordance with the Teachers' Contract.

If any member is asked to work by her supervisor and is able to report on a day when schools are closed due to inclement weather and will not be rescheduled, compensatory time will be allowed at straight rate and may be taken at a time mutually agreeable to the supervisor and employee.

If the starting time of school is delayed, Bargaining Unit Members will report one hour ahead of students and will not be reduced in wages for the hour(s) they have missed.

ARTICLE 6

Hours of Work

A. The building hours listed below are to be used as guidelines for achieving the thirty-seven-hour work week. Individual building hours may vary. Approval for changes must come from the Personnel Administrator. Initial requests should be made to the immediate supervisor.

Elementary	8:00-4:30
Junior High	7:30-4:00
Senior High Principal's Office	7:30-4:30
Central Administration	8:00-4:30
Building and Grounds	7:00-3:30
Bus Garage	7:30-3:30
Southside School (1/2 hr. for lunch)	8:00-4:00

(Keeping Article V, Paragraph D, in mind as to individual hours of work.)

The above starting and closing times are subject to modification, provided the overall time of school is changed.

B. Bargaining Unit Members may take a fifteen-minute maximum relief time in the morning and in the afternoon.

C. All Bargaining Unit Members shall be entitled to a duty-free uninterrupted lunch period.

D. Bargaining Unit Members shall be given written notice of their return to work for the forthcoming year no later than the closing date of school. The Personnel Office shall advise them in writing of the starting dates as soon as a school calendar is adopted by the Board of Education.

E. All full time Office Personnel shall leave one-half hour early each Friday. This half-hour early dismissal time will be prorated for part-time Office Personnel. (Building activities may be cause for adjustment.)

ARTICLE 7

Vacancies, Promotions, and Transfers

A. A vacancy shall be defined as any Bargaining Unit position, either newly created or a present position that is to be filled, excluding temporary vacancies.

B. Individual notices of all secretarial and clerical vacancies and new positions shall be sent to all Office Personnel (excluding probationary personnel) either by school mail or regular mail (for those off during the summer months or on vacation). Said notice shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements

Interested employees may apply in writing to the Director of Personnel within five working days from the date of the notice.

C. Vacancies shall be filled on the basis of qualifications. Should no minimally qualified Bargaining Unit Member apply, the vacancy may be filled from outside the Bargaining Unit.

In the event two or more qualified applicants from within the Bargaining Unit apply, the most qualified will be awarded the job. If qualifications are judged equal, then the more senior shall be awarded the job.

Minimal qualifications for each position, and the specific tests, shall be set by a committee with an equal number of representatives from the Association and the Employer. The committee shall complete its work by August 1, 1987. Qualifications for new or changed positions shall be set by mutual agreement of the Association and the Employer. These qualifications shall be used only when filling vacancies from inside or outside the Bargaining Unit. Current employees shall be required to be tested only when applying to fill a vacancy above their current level or for which minimal qualifications are greater than for the position they currently occupy. Test scores used shall be from tests

on file with the employer; however, if minimal qualifications have not been met, testing shall occur at the time of vacancy subject to the following timelines. Each test, with the exception of typing, shall be administered only once, but may be repeated after seven months. Typing tests may be administered twice, are valid for two years, and may be repeated after six months.

Tests used for determining qualifications shall be relevant to the vacancy and could include: bookkeeping, composition, dictation, English usage, following directions, basic math, spelling, typing, and calculator usage. Testing shall occur under controlled working conditions, and shall be on equipment typically found in the office.

D. Within ten consecutive days after the interview process is completed, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing, with a copy provided to the Association.

E. A temporary vacancy shall be defined as any vacancy created by the absence of the regular employee. In the event this vacancy becomes permanent, it shall be posted according to the above procedure. The Board will give priority to laid-off personnel, as defined in Article VIII, Section I, if they qualify, for temporary openings and substitute assignments.

F. In the event of promotion or transfer, effective July 1, 1996, the employee shall be given a trial period of ten working days on the job in which to show his/her ability to perform on the new job. The Employer shall give the employee promoted or transferred assistance to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment and rate of pay. All persons affected will return to previous assignments and pay rates, with the person having the least seniority laid off.

G. An employee who requests a transfer to a greater or lesser group shall be placed on the salary scale of that group at the same step as she occupied in her former group.

H. Since the frequent transfer of Bargaining Unit Members from one school to another is disruptive of effective administration and interferes with optimum employee performance, the parties agree that unrequested transfers of Bargaining Unit Members are to be avoided whenever possible.

I. Any employee asked by a supervisor to temporarily assume the duties of another employee for at least three consecutive hours will be paid the rate for those duties. An employee's rate of pay shall not be reduced by any temporary change in duties.

ARTICLE 8

Layoff and Recall

A. Layoff shall be defined as a necessary reduction in the work force.

B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified in writing of said layoff at least three calendar weeks prior to the effective date of the layoff.

C. In any reduction of the secretarial/clerical staff, seniority shall be the determining factor whenever the remaining employees have the then-present ability to perform the remaining work. Personnel with the least seniority shall be replaced by personnel within the unit who have the said ability. In no case shall a new employee be employed by the Employer while there are laid-off employees who are qualified for a vacant or newly created position. Qualifications for each position shall be those determined by the committee in Article VII.

D. Employees whose positions have been eliminated due to a reduction in work force or who have been affected by a layoff shall have the right to assume any open positions for which they are qualified on the basis of their seniority.

In the event that qualifications and vacancy do not align, the vacancy will be posted to be filled from within the Bargaining Unit. This process of posting would continue until all employees are placed in positions for which they are qualified. Should no Bargaining Unit Member apply for such vacancy, transfer may be necessary, but in no case shall an employee with more seniority than the employee whose position has been eliminated be subject to any involuntary transfer to effectuate a layoff/recall.

E. In the event a position is phased out and the Bargaining Unit Member is absorbed into the system, taking a position at lesser pay, the employee will not take a cut in hourly rate.

F. Laid-off employees may continue their insurance benefits by paying the regular monthly per-subscriber group-rate premium for such benefits to the carrier for a period of time allowed by the insurance carrier.

G. Employees shall be recalled in inverse order of their seniority to any vacant position for which they are qualified.

H. Notices of recall shall be sent by certified or registered mail to the last-known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five-day period. Employees recalled to work for which they are qualified are obligated to take said work; provided, however, the employee shall not be required to accept an hourly rate paying less than the hourly rate of his/her position held prior to layoff or a position of less hours or weeks.

An employee who declines recall to perform work for which he/she is qualified shall be deemed to have terminated employment and to have forfeited reemployment rights unless emergency and/or extenuating circumstances exist.

I. Employees on layoff shall retain their seniority for purpose of recall for a period of two years. Any employee on layoff for more than two years shall lose his/her seniority and any further rights under this Agreement.

ARTICLE 9

Seniority

A. Seniority shall be defined as the length of service within the district as a member of the Bargaining Unit. Accumulation of seniority shall begin on the employee's first working day. For all members of the Bargaining Unit as of September 8, 1980, service in the district prior to the formation of the Bargaining Unit shall be credited as service in the Bargaining Unit for the purpose of establishing seniority.

B. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.

C. The Personnel Office shall furnish the Association president and secretary with a complete seniority list of all Bargaining Unit Members covered by this Agreement once each school year, on or before October 31. Years credited for past experience shall be posted after the employee's name. The Association president and secretary shall receive notification of each new employee hired after the seniority list has been published in order to update the list.

D. Seniority shall be lost by an employee upon termination, resignation, retirement, or transfer to an out-of-the-unit position.

ARTICLE 10

Evaluation

A. The Board requests that the work performance of all Office Personnel be evaluated in writing at least once each year, on or before June 1, by the Office Personnel's immediate supervisor(s).

B. A copy of the written evaluation shall be submitted to the employee, and the employee shall have the opportunity to discuss the evaluation report with the evaluator.

The employee shall sign the evaluation, indicating receipt only, and may attach comments or replies to the document as he or she deems appropriate and return such to the supervisor. A signed copy of the evaluation shall be furnished the employee.

C. Adverse evaluation reports should include corrective procedures, methods, suggestions, etc., to eliminate the adverse situation if possible.

ARTICLE 11

Resignations

A. Any Bargaining Unit Member desiring to resign shall file a resignation form with the Board (Personnel Office) at least ten working days prior to the effective date, or two calendar weeks prior to the date for reporting for work for employees not on year-round employment.

B. For any Office Personnel working beyond one annual term of employment, the vacation benefits will be prorated.

ARTICLE 12

Illness and Disability

A. At the beginning of each school year, each Office Personnel who works ten months shall be credited with a ten-day paid sick-leave allowance; if they work eleven months, eleven days; if they work twelve months, twelve days, to be used for absences caused by illness or physical disability of the employee and/or immediate family, including employee's spouse, children, stepchildren, parents, stepparents, brothers, and sisters. The unused portion of such allowance shall accumulate from year to year. New employees shall be credited with sick leave equal to one day per month worked for the balance of the school year.

B. The Board shall grant additional unpaid leaves of absence in cases of merit where the absence has exceeded the number of days accumulated. Application should be made through the Personnel Office.

C. Office Personnel absent because of injury subject to Worker's Compensation will be charged and paid sick leave only in the proportion that the compensation payment does not cover the loss of salary.

The Office Personnel or designated agent thereof is responsible for notifying the Business Office when an accident occurs, and must complete all claim forms within seven calendar days following the accident.

ARTICLE 13

Personal Leave Days

A. Each Association member shall be permitted two personal business days per year, deducted from sick leave, to take care of business not possible to conduct after working hours. No personal leave days shall be granted on the day before or following a holiday or vacation period except in unusual circumstances. Requests for personal leave shall be made in writing on forms provided for that purpose. Personal business days are subject to the approval of the immediate supervisor and are not intended to be used for personal pleasure or profit, such as accompanying spouse to attend a conference, vacations, job interviews, the performance of services for a paid fee.

B. Personal days of not more than five days caused by death in the immediate family shall also be allowed. The immediate family shall include the employee's spouse, children, stepchildren, parents, stepparents, brothers, and sisters. Up to three days personal leave shall be granted upon the death of relatives not specified above. Such relatives shall include mother-in-law, father-in-law, grandparents, grandchild, uncle, aunt, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.

C. Personal leave days under this Article not deducted from accumulated sick leave are:

1. Bereavement (Section B)
2. Approved conferences
3. Jury duty or those court appearances connected to or arising out of his/her position with the school district

ARTICLE 14

Unpaid Leaves of Absence

A. A military leave of absence up to four (4) years shall be granted to any Association Member with a minimum of one year in the system who is inducted or who enlists for military duty in any branch of the armed forces of the United States. Upon honorable discharge and return from such service, appropriate consideration will be given for salary opportunities as though the employee had been continually employed.

B. A leave of absence up to two years may be granted to any Association Member with two annual terms of service, upon application, for the purpose of participation in activities deemed beneficial to the school system, provided said Association Member states her intention to return to the school system. Upon return from such leave, such Office Personnel shall be placed at the same salary step as when they left.

C. A leave of absence for up to two years may be granted to any Association Member, upon application, for the purpose of serving as an officer of the Michigan Education Association of Office Personnel. Upon return from such leave, such Office Personnel shall be placed at the same salary step as when they left.

D. A leave of absence may be granted to any Association Member, upon application, for the purpose of campaigning for or serving in public office. Upon return from such leave, such Office Personnel shall be placed at the same salary step as when they left. Such leave is limited to two years, renewable at the option of the Board.

E. A leave of absence of up to two years shall be granted, upon request, to any employee for the purpose of childbirth or adoption. A written request shall be made to the Board, indicating beginning and ending dates of the leave. A medical release may be required before the employee returns to work. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee and approval of the Board. Upon return from such leave, if less than one year, Office Personnel shall be placed in the same position on the salary schedule as they were when they left.

F. A leave of absence of up to two years shall be granted to any Office Personnel with two annual terms of service, upon written application, for health reasons, provided said Office Personnel states her intention to return to the school system. Application must be made within ten (10) calendar days after the expiration of accumulated sick days, and must include an estimated date of return. Medical verification of the illness or disability shall be provided to the Board. The Board agrees to continue to purchase the insurance benefits provided by this Agreement for ninety calendar days after the expiration of the individual Bargaining Unit Member's accumulated sick days, provided the Bargaining Unit Member has applied for an unpaid leave of absence and it has been approved.

G. Unpaid leaves of absence not addressed in other sections of this contract shall be requested in advance and approved at the discretion of the Board. If the approved leave is longer than two (2) days, the cost of insurance benefits shall be deducted on a prorated basis. Proration shall be made by dividing the costs of the employee's annual insurance premiums including annuity by the number of days worked per year (e.g., 40 weeks = 200 days), then multiplying that amount by the number of days of unpaid leave.

H. The Family and Medical Leave Act of 1993 will be controlling in those individual cases where its provisions of benefits exceed those of this contract.

ARTICLE 15

Retirement/Longevity

A. Upon retirement, provided the Bargaining Unit Member shall have been employed in the school district for the last ten years, an employee shall receive 12% of her/his unused accumulated sick days. This shall be calculated by taking the employee's current daily wage multiplied by 12% times the number of unused accumulated sick days.

B. Longevity Bonus - In recognition of service and dedication to the school district, a Bargaining Unit Member shall receive a yearly longevity bonus according to the schedule below. It is understood that the longevity bonus payment will be included in the first pay period in November.

November 1 of year 10 through 14 ..... $100
November 1 of year 15 through 19 ..... $150
November 1 of year 20 through 24 ..... $200
November 1 of year 25 and beyond $250

ARTICLE 16

Insurance Protection

A. The employer shall pay the premiums for a full twelve (12) months, with a cost to the full-time Bargaining Unit Member of $17.50 per month for MESSA-PAK Plan A, which is described below as Option 1. The employer shall pay the premiums for a full twelve (12) months without cost to the full-time Bargaining Unit Member for those who choose MESSA-PAK Plan B, which is described below as Option 2 or Option 3. These benefits are provided for Bargaining Unit Members subject to the requirements and restrictions of MESSA. The amount paid by the Bargaining Unit Member will be processed through an automatic payroll deduction.

(1) MESSA-PAK, Plan A:
MESSA Super Care 1
Long Term Disability: 66 2/3%
Delta Dental: E 07
Negotiated Life: $5,000 AD&D
Vision: VSP-2

(2) MESSA-PAK, Plan B:
Long Term Disability: 66 2/3%
Delta Dental: E 07
Negotiated Life: $5,000 AD&D
Vision: VSP-2
Optional Benefits: Available on MESSA Application Form to a Maximum of $160.00

(3) MESSA-PAK, Plan B:
Long Term Disability: 66 2/3%
Delta Dental: E 07
Negotiated Life: $5,000 AD&D
Vision: VSP-2
$125.00/Month, will be paid to the employee by payroll check and the Board will provide a Section 125 plan.

B. Part-time Office Personnel are eligible for a prorated share of the above benefits, subject to the requirements and restrictions of MESSA. (Office Personnel employed part-time on June 20, 1990, are "grandfathered" at the level of benefits [full-time or part-time] they are receiving on that date until they leave that part-time position or change their benefits package.)

C. Part-time Office Personnel who work at least half-time but less than 25 hours per week are eligible for one of the two benefit packages listed below, subject to the requirements and restrictions of MESSA. Option 1 will cost the Bargaining Unit Member $4.00 per month. Option 2 will be provided at no cost to the Bargaining Unit Member. The amount paid by the Bargaining Unit Member will be processed through an automatic payroll deduction.

(1) MESSA-PAK, Plan A, P-T:
MESSA Super Care 1, Member Only
Long Term Disability: 66 2/3%
Delta Dental: E07, Member Only
Negotiated Life: $5,000 AD&D
Vision: VSP-2, Member Only

(2) MESSA-PAK, Plan B, P-T:
Long Term Disability: 66 2/3%
Delta Dental: E07, Member Only
Negotiated Life: $5,000 AD&D
Vision: VSP-2, Member Only

D. Employee contributions toward insurance premiums shall be deducted before taxes, in accordance with the District's Section 125 Plan.

ARTICLE 17

Continuing Education

A. It shall be the responsibility of the Association and the Board to mutually develop inservice/workshop alternatives. The common goal shall be to provide an annual inservice for each Bargaining Unit Member.

B. A maximum of four different Association Members shall be released from regular duties without loss of salary up to a total of eight days per year for the purpose of participation in local, regional, or state meetings of the Michigan Educational Support Personnel Association.

C. The above expense money and released time shall not be used for attending workshops or conferences dealing with negotiation training.

D. Any employee who has served a probationary period and has been retained beyond the probationary period shall have the opportunity for employer-paid on-the-job training. Such training may take the form of seminars, released time, on-the-job consultant help, etc.

ARTICLE 18

Discipline

A. No employee shall be disciplined (including reprimands, suspensions, reductions in salary, or discharges) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing at the time such disciplinary action is taken.

B. An employee shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility.

ARTICLE 19

Vacations

A. Each year-round employee completing one year's service shall receive ten days' paid vacation. For vacation allowances, refer to the table below.

B. In the event that a school-year employee becomes a year-round employee, full-year credit will be given for each annual term toward the year's employment in calculating vacation days.

C. School-year employees will be paid for the number of weeks worked. In addition, they will have vacation days added by receiving salary for a prorated number of days.

Years Experience in District	Year-Round	School Year
1-3 years	10 days	7 days
4-6 years	13 days	10 days
7-9 years	14 days	11 days
10-11 years	15 days	12 days
12-13 years	17 days	14 days
14-15 years	18 days	15 days
16-17 years	19 days	16 days
18-19 years	20 days	17 days
20 years plus	21 days	18 days

D. Vacation time may be used by eligible employees at times mutually agreeable to employees and employer.

ARTICLE 20

Negotiation Procedure

A. This Contract shall remain in full force and effect until its expiration on June 30, 1999.

The parties acknowledge that they have had full opportunity to bargain with respect to all subjects or matters referred to or covered by this Agreement.

The parties may, upon mutual agreement, alter or modify this Agreement during its term, but nothing contained herein shall require either party to bargain over any subject or matter referred to in this Contract during its term.

Either party may request consideration of mutual agreement to bargain regarding any mandatory subject of bargaining during the term of this Agreement. This will not mandate contract change, however.

B. Sixty (60) days prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an Agreement covering the next school year.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions on a tentative basis in the course of negotiations.

ARTICLE 21

Professional Grievance Procedure

A. A claim by an Office Personnel or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement and/or any rule, order, or regulation of the Board which would be in conflict with this Agreement may be processed as a grievance as hereinafter provided within twenty calendar days of the alleged violation, misinterpretation, or misapplication.

B. In the event that a Bargaining Unit Member believes there is a basis for a grievance, she shall first discuss the alleged grievance with her building principal or appropriate supervisor, either personally or accompanied by her Association representative.

C. If as a result of the informal discussion with the building principal or appropriate supervisor a grievance still exists, she may invoke the formal grievance procedure on the form set forth in Schedule C, signed by the grievant and a representative of the Association, which form shall be available from an Association representative. A copy of the grievance form shall be delivered to the principal or appropriate supervisor within five school days after the day of the informal discussion with the principal. If the grievance involves more than one school building, it may be filed with the Personnel Administrator or a representative designated by him/her.

D. Within five (5) school days of receipt of the grievance the principal shall meet with the grievant and the Association's grievance committee in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance by endorsement within five (5) school days of such meeting and shall return the grievance forms to the Association's grievance committee.

E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or ten days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Personnel Administrator. Within five school days, the Personnel Administrator or his/her designee shall meet with the Association on the

grievance, and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the association.

F. If the Association is not satisfied with the disposition of the grievance by the Personnel Administrator or his/her designee, or if no disposition has been made within five (5) school days of such meeting (or ten school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board within nine school days or eighteen days from the expiration of the above dates, whichever is later, by filing a written copy thereof with the Board secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven calendar days thereafter. A copy of such disposition shall be furnished to the Association.

G. 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 above provided, the grievance may be submitted to arbitration before an impartial arbitrator, provided that such submission is made within thirty calendar days from the receipt of the Board decision or expiration of the seven-day period. If both parties cannot agree on the selection of an arbitrator, the arbitrator shall be selected from a list supplied by the American Arbitration Association and shall conduct the hearing in accord with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to reply on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall not substitute his judgment for that of the employer as to the reasonableness or necessity of any policy or rule in violation of any specific term or provision of this Agreement. The arbitrator shall not be limited, however, with regard to the application of applicable general school laws, state statutes, federal statutes, constitutional rights, etc.

H. The fees and expenses of the arbitration shall be borne by the parties whose case does not prevail.

I. 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, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

J. If an individual Bargaining Unit Member has a personal complaint which she desires to discuss with her immediate supervisor, she is free to do so without recourse to the grievance procedure. Nothing contained herein shall be construed to prevent any individual Association member from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Contract, provided that the Association has been given opportunity to be present at such adjustment. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the Bargaining Unit Member shall be the sole responsibility of the Association.

K. If arbitration results in any award of back wages or benefits, such award shall have deducted from it all benefits such as employment compensation, worker's compensation, or any other earnings or compensation received from any source whatsoever during the period for which back wages or benefits are claimed.

L. No award of back wages or benefits shall require retroactive adjustment to any person other than the grievant unless the Association files for a grievant on behalf of an affected group. All employees who possess adverse claims shall submit their respective claims in one grievance/arbitration proceeding, except as noted above, or their claims shall be deemed waived.

ARTICLE 22

Miscellaneous Provisions

A. Supervisors or employees not covered by this Agreement shall not displace Office Personnel covered by this Agreement by performing work normally performed by such Office Personnel.

B. In the absence of the librarian or library technician (three consecutive hours or more), if the library remains open, the library clerk shall be paid the library technician's fourth year daily rate for the time absent.

C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts theretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all Bargaining Unit Members now employed and hereafter employed by the Board.

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

F. Bargaining Unit Members are not responsible to maintain discipline. However, a student may be placed in the office to wait for appropriate follow-up. Students will not be left in the office to be supervised by Office Personnel as a form of discipline. Discipline is the responsibility of the principal.

G. Mileage shall be granted at the rate approved by the Board of Education per mile. A minimum of $50.00 will be paid per semester to all Office Personnel who are required to travel from one building to another on a daily basis. Accurate records shall be kept during the year if the Office Personnel expects to be paid more than the minimum. If employee travels between buildings during lunch hours, fifteen (15) minutes additional travel time will be allowed.

H. No Bargaining Unit Member shall be required to dispense or administer medication or perform first aid without liability insurance protection. Surgical gloves shall be provided to Bargaining Unit Members upon requisition. Medication will be administered according to Board Policy 5141.6 and the MCLA 380.1178. Questions and concerns related to the medication may be communicated to the prescribing physician and/or parent. In the event a student appears to have an adverse reaction to such medication, the Pawating emergency room staff may be contacted for consultation.

I. When there is a need for additional help, the part-time Bargaining Unit Members who have the appropriate qualifications shall be asked to perform said work before non-bargaining unit members when the additional work does not interfere with the part-time job of the Bargaining Unit Member.

ARTICLE 23

Management Rights

A. Both parties to this Agreement recognize that nothing contained herein denies or restricts the Board's rights, responsibilities, duties, and authority under the Michigan General School Laws, the laws of Michigan, or the laws of the United States.

B. Both parties acknowledge that, except as specifically and expressly changed, modified, or amended by other articles of this Agreement, the Board's rights and responsibilities shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and administer the school system, its properties and facilities, and its business operations;

2. Adopt rules and regulations pertaining to the operation and administration of the school system, and adopt or define descriptions and requirements of all jobs;

3. Give direction to the staff, including the right to hire all employees, determine their qualifications, evaluate all employees, determine the conditions for their continued employment or their dismissal or demotion, and to promote, transfer, and assign such employees, including the assignment of specific work;

4. Determine the number and locations or relocations of its facilities, including the establishment or relocations of new schools, departments, divisions or subdivisions, buildings, or other facilities;

5. Determine the financial policies, including all accounting procedures, regarding Board actions;

6. Determine the policy affecting the selection, testing, training, and retention of employees.

C. The Board shall be limited in the use of its judgment and discretion in exercising the above rights and responsibilities only by the underlying intent of the terms of this Agreement as evidenced by its express and specific provisions and by all applicable laws.

SCHEDULE A

POSITION CLASSIFICATION

		Weeks/Year	Hours/Week
I.A.	Bookkeeper	52	37.50
	Secretary - Director of Special Ed.	52	37.50
	High School Principal	52	37.50
	Dir. of Curriculum	52	37.50
	Dir. of School Operations	52	37.50
	Accounts Payable Bookkeeper	52	37.50
I.B.	Secretary - Junior High Principal	45	37.50
	Elementary Principals	40	37.50
	Northside/Head Start (1/2 ea.)	40	37.50
	Southside	40	37.50
II.	General Secretary I, SH	52	37.50
	General Secretary II, SH	52	37.50
	Sec. to Community Ed. Director	52	37.50
	Transportation Secretary	44	37.50
	Shared Time/Scheduling Secretary, SH	40	37.50
	Senior High Guidance Secretary	40	37.50
	Secretary - Ellis	40	37.50
	Alternative Education	40	37.50
	Purchasing Secretary	52	37.50
III.	Receptionist/PBX Operator, Adm.	52	37.50
	Attendance Secretary, SH	40	37.50
	Attendance Secretary, JH	40	37.50
	Assistant Sec. - Ballard	40	37.50
	Junior High Guidance	45	37.50
	Howard	40	25.00
	Transportation	40	17.50
	Northside	40	19.00
	Senior High	40	37.50
	Community Education	40	37.50
	Athletic Director	40	37.50
IV.	Library Clerks - SH, JH, Howard, Ballard	40	37.50
	Processing Clerk	40	37.50

SCHEDULE A-3

NILES COMMUNITY SCHOOLS

1998-99 Office Personnel Salary Schedule
Effective July 1, 1998

Experience	Group I.a.	Group I.b.	Group II.	Group III.	Group IV.
Begin	$359.25	$351.00	$345.38	$337.50	$321.38
	$9.58	$9.36	$9.21	$9.00	$8.57
1 Year	$379.50	$370.88	$365.63	$357.38	$341.63
	$10.12	$9.89	$9.75	$9.53	$9.11
2 Years	$399.38	$390.75	$385.50	$378.00	$361.88
	$10.65	$10.42	$10.28	$10.08	$9.65
3 Years	$419.25	$411.38	$405.38	$397.88	$381.75
	$11.18	$10.97	$10.81	$10.61	$10.18
4 Years	$439.50	$431.25	$425.63	$417.75	$401.63
	$11.72	$11.50	$11.35	$11.14	$10.71
5 Years	$447.75	$440.25	$434.63	$425.63	$409.13
	$11.94	$11.74	$11.59	$11.35	$10.91
6 Years	$457.50	$448.13	$442.88	$434.25	$417.00
	$12.20	$11.95	$11.81	$11.58	$11.12
7 Years	$466.50	$457.50	$452.25	$442.88	$424.88
	$12.44	$12.20	$12.06	$11.81	$11.33
8 Years	$475.50	$466.50	$460.88	$451.50	$432.38
	$12.68	$12.44	$12.29	$12.04	$11.53
9 Years	$485.25	$475.13	$470.25	$460.13	$439.88
	$12.94	$12.67	$12.54	$12.27	$11.73

Current employees will be protected (grandparented) at their current salary and will continue to move, if eligible, up the salary schedule as they did prior to March 1, 1996. New employees will be eligible to move up the schedule as is the current practice.

SCHEDULE C

Grievance No.:_____

OFFICE PERSONNEL GRIEVANCE FORM

Name of Grievant:_____ Date Filed:_____

Work Location/Assignment:_____ Date Grievance Occurred:_____

Nature of Grievance:_____

_____

_____

Contract Article(s) Violated:_____

_____

Relief Sought:_____

_____

_____

_____ _____ _____

Signature of Grievant Date Association Representative

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Date Discussed with Supervisor and Disposition:_____

Date:_____ _____

Signature of Supervisor

Date Delivered to Personnel Administrator:_____

Disposition by Personnel Administrator:_____

Date:_____ Signature:_____

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Date Delivered to the Board:_____

Disposition by Board:_____

Date:_____ Signature:_____

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Date Filed for Arbitration: _____

Disposition by Arbitrator: _____

_____

Date:_____ _____

Association Representative

This Agreement shall be effective as of July 1, 1998, and shall continue in effect until June 30, 1999.

BOARD OF EDUCATION:

By _____ President

By _____ Secretary

ASSOCIATION OF OFFICE PERSONNEL:

By _____ President

By _____ Secretary

Family and Medical Leave Act of 1993

FMLA Summary

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
February 1993

The Family and Medical Leave Act of 1993 (FMLA) becomes effective on August 5, 1993, though special rules apply where a collective bargaining agreement is in effect. The Secretary of Labor must prescribe regulations implementing the Act in early June.

The FMLA requires private sector employers of 50 or more employees, and public agencies to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are "eligible" if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. Similar provisions also apply to federal and congressional employees.

Reasons for Taking Leave...

An employer must grant unpaid leave to an eligible employee for one or more of the following reasons:

- for the care of the employee's child (birth, or placement for adoption or foster care);
- for the care of the employee's spouse, son or daughter, or parent, who has a serious health condition; or,
- for a serious health condition that makes the employee unable to perform their job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification...

The employee may be required to provide advance leave notice and medical certification.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition.
- An employer may also require medical certification if the employee is unable to return from leave because of a serious health condition.

Intermittent or Reduced Leave...

- An employee may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or work week.
- Intermittent or reduced leave schedules are subject to employer approval unless medically necessary.

Job and Benefits Protection...

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Employers may deny restoration to certain highly compensated employees, but only if necessary to avoid substantial and grievous economic injury to the employer's operation.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- The use of unpaid FMLA leave cannot affect the exempt status of bona fide executive, administrative and professional employees under the Fair Labor Standards Act.

more...

Medical Insurance Coverage...

- For the duration of FMLA leave, the employer must maintain the employee's medical insurance coverage under any "group health plan," under the conditions coverage would have been provided if the employee had continued working.

- In some cases, the employer may recover premiums paid for maintaining an employee's health coverage if the employee fails to return to work from FMLA leave.

Unlawful Acts by Employers...

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA; and,
- discharge or discriminate against any person because of involvement in any proceeding under or related to FMLA.

Miscellaneous Provisions...

- Special rules apply to employees of local education agencies.

- Employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. Any employer who willfully violates this requirement may be subject to a fine of up to $100 for each separate offense.

- A "Commission on Leave" will conduct a comprehensive study of existing and proposed policies relating to leave, and submit a report to Congress within two years.

FMLA Does Not...

- affect any federal or state law prohibiting discrimination;
- supersede any state or local law which provides greater family or medical leave rights;
- diminish an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan, nor may the rights provided under FMLA be diminished by such agreement or plan; nor,
- discourage employers from adopting policies more generous than required by FMLA.

Enforcement...

- The Secretary of Labor is authorized to investigate and attempt to resolve complaints of violations, and may bring an action against an employer in any federal or state court of law.

- FMLA's enforcement procedures parallel those of the federal Fair Labor Standards Act. The FMLA will be enforced by the department's Wage and Hour Division.

- An eligible employee may bring a civil action against an employer for violations.

- Employers who act in good faith and have reasonable grounds to believe their actions did not violate FMLA may have any damages reduced to actual damages at the discretion of a judge.

For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, Employment Standards Administration.

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