

3859

6/30/2000

ST. JOHNS STUDENT SUPPORT PERSONNEL

MASTER AGREEMENT

1997-2000

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

INDEX

| | |
|---|----|
| ARTICLE I - RECOGNITION | 1 |
| ARTICLE II - NEGOTIATIONS PROCEDURE | 2 |
| ARTICLE III - GRIEVANCE PROCEDURE | 3 |
| ARTICLE IV - BOARD RIGHTS | 7 |
| ARTICLE V - ASSOCIATION RIGHTS | 8 |
| ARTICLE VI - DUES, FEES, PAYROLL DEDUCTIONS | 9 |
| ARTICLE VII - EMPLOYEE RIGHTS AND PROTECTION | 10 |
| ARTICLE VIII - SENIORITY AND REDUCTION IN PERSONNEL | 12 |
| ARTICLE IX - VACANCIES AND TRANSFERS | 14 |
| ARTICLE X - WORKING CONDITIONS | 15 |
| ARTICLE XI - LEAVES OF ABSENCE | 18 |
| ARTICLE XII - COMPENSATION | 20 |
| ARTICLE XIII - MISCELLANEOUS | 23 |
| ARTICLE XIV - EVALUATIONS | 25 |
| ARTICLE XV - DURATION OF AGREEMENT | 26 |
| APPENDIX A | 27 |
| APPENDIX B | 28 |

ARTICLE I
RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the St. Johns Public Schools Board of Education (hereinafter referred to as the Board) recognizes the St. Johns Student Support Personnel Association (hereinafter referred to as the Association) as the sole and exclusive bargaining agent for employees of the Board (hereinafter referred to as Student Support Personnel [SSP]) in the bargaining unit defined as: all SSP employed full or part time by the St. Johns Public Schools, including all elementary, secondary and learning resource room (special education) SSP, adult education SSP and any employee in a position doing similar work regardless of title, but excluding audio-visual clerk, and all other employees.
- B. The Board agrees not to negotiate with or extend the benefits of this agreement to any SSP organization other than the Association for the duration of this Agreement.

It is the policy of the St. Johns School District that no person shall, on the basis of race, color, national origin, sex or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity and in employment.

ARTICLE II
NEGOTIATIONS PROCEDURES

- A. The parties agree to enter into negotiations on a new agreement at least ninety (90) days prior to the expiration of this agreement.

- B. This agreement shall not be extended beyond the termination date except by mutual agreement in writing and signed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the expressed terms and conditions of this contract.
- B. The grievant(s) and the Association representative shall be released from duty with no loss of pay to attend grievance meetings and hearings scheduled by the Administration or Board during the working day of the grievant(s) and/or representatives. Association representatives of two, not more than three, may attend meetings and hearings after working hours.
- C. No reprisals of any kind shall be taken against any SSP for participation in any grievance proceeding.
- D. The grievant(s) and/or Association shall handle grievances. The Board hereby designates the employee's immediate supervisor to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

Where the grievance is filed by SSP from more than one building the grievance will begin with the Assistant Superintendent for Instruction.

Where the grievant is the Association and the grievance involves a matter of Association rights, Level One may be set aside by mutual agreement of those involved at Level One, and the grievance will then be advanced to Level Two. If no agreement is reached on setting aside Level One, the grievance will proceed at Level One within the prescribed time limits.

Article III
Grievance Procedure

- E. The term "days" as used herein shall mean scheduled work days. Time limit may be extended only upon mutual agreement of the parties. Any grievance not answered within the time limits by the Board, may be advanced to the step by the Union. Any grievance not pursued by the Association within the time limits shall be deemed settled on the basis of the Board's last response.
- F. Written grievances as required herein shall contain the following:
1. It shall be signed;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.
- G. Level One - A grievant and his Association representative alleging a violation of the express provisions of this contract shall within ten (10) days of when the employee knew or should have known of the occurrence orally discuss the grievance with the immediate supervisor or his designee in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within eight (8) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One. The Superintendent or the designated agent shall sign and date the grievance. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the employee's immediate supervisor in/on which the grievance arose, and place

Article III
Grievance Procedure

a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and/or the Association, the grievant shall within ten (10) days of the discussion appeal same to Level Three.

Level Three - A copy of the written grievance shall be filed with the Board and/or their designated agent as specified in Level Two. The Superintendent or the designated agent shall sign and date the grievance. Within five (5) days of receipt of the grievance, a meeting shall be scheduled, to be held within fifteen (15) days of receipt of the grievance, between the Board or a committee of the Board and the grievant and/or the designated Association representative, to discuss the grievance. Within five (5) days after the next scheduled Board meeting, the Board or its designated agent shall render its decision in writing, transmitting a copy of the same to the grievant, the Association, the employee's immediate supervisor, the Superintendent and place a copy of same in a permanent file in the Board office.

Level Four - Individual grievants shall not have the right to process a grievance at Level Four:

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within twenty (20) days after the decision of the Board or their designated agent, refer the matter for mediation to the Michigan Employment Relations Commission in writing, and request the appointment of a mediator to hear the grievance.

Article III
Grievance Procedure

2. Each party shall submit to the other party not less than three (3) days prior to the hearing, a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing. Neither party may raise a new defense or ground at the mediation session not previously raised or disclosed to the other party.
 3. Neither party shall be bound by the mediator's decision or recommendation; however, the purpose and intent of the parties is to encourage to the fullest degree friendly and cooperative relations among all employees.
- H. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLE IV
BOARD RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

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

ARTICLE V
ASSOCIATIONS RIGHTS

- A. The Association shall have the right to use school facilities for meeting upon proper facility authorization by the building principal when such use will not interfere with previously scheduled activities; and school office equipment, when not otherwise in use, shall be made available for Association use. Costs of materials and supplies incident to equipment use will be met by the Association.

- B. Authorized representatives of the Association shall have the right to transact official Association business on school property during off duty time.

- C. The Association shall have the right to use regular mail services for purposes of communication and the right to post communications to its members in the usual administrative posting place in each building.

- D. The Board agrees to make available to the Association in response to reasonable written requests, information relating to the financial resources of the district and other information necessary for the preparation of contract proposals or the processing of grievances.

ARTICLE VI
DUES, FEES, PAYROLL DEDUCTIONS

- A. Any SSP may sign and deliver to the Board, via the Association President, an assignment authorizing the deduction of dues to the Association. Such authorization shall continue in effect for one year. The Association shall notify the Board by September 20 of the amount to be deducted pursuant to such authorization. The Board shall remit (from the first pay in October) the specified amount so deducted to the Association Treasurer, together with a list of deductees, within one (1) week of the deduction.

- B. Upon appropriate written authorization from the SSP, the Board shall deduct from the pay of any SSP and make appropriate remittance for tax shelter annuities, credit union and charitable donations approved by the Board.

ARTICLE VII
EMPLOYEE RIGHTS AND PROTECTION

- A. The private life of an SSP is not within the appropriated concern or attention of the Board unless the SSP's conduct adversely affects his/her relationship with students or causes harm to the school district.

- B. The Board recognizes the merits of a policy of progressive discipline, which includes verbal warning, written warning, reprimand, suspension with pay and without pay, with discharge as a last resort. Any disciplinary action taken shall be appropriate to the behavior which led to the discipline, recognizing that extreme infractions may result in immediate action which may bypass the earlier steps of the progression.

- C. No SSP shall be disciplined, reprimanded or reduced in compensation as a disciplinary measure without just cause. Any such action shall be subject to the Grievance Procedure herein. The SSP shall have the right to have present an Association representative whenever disciplinary actions are contemplated, and upon request for such representation, the action shall be delayed up to a maximum of forty-eight (48) hours to allow the representative to be present. The representative shall be witness only in this procedure. All information forming the basis for a disciplinary action shall be made available to the SSP upon request. Alleged breaches of discipline or complaints against SSP shall be brought to the SSP's attention within ten (10) working days or dropped.

- D. The Board agrees not to discriminate against any SSP on the basis of race, color, creed, national origin, age, sex, marital status, religion, political affiliation, or by reason of membership in the Association or participation in Association activities.

Article VII
Employee Rights and Protection

- E. The district shall maintain only one personnel file for each SSP. Each SSP shall have the right to review the contents of her/his personnel file, with the exception of personal references received at the time of employment, and the right to be accompanied by an Association representative when reviewing her/his file. The SSP may submit a written response to any material in her/his file, the response to be attached to the relevant filed material.

ARTICLE VIII
SENIORITY AND REDUCTION IN PERSONNEL

- A. Seniority will be based on last date of hire as SSP with the St. Johns Public Schools. SSP on unpaid approved leaves of absence and on layoff shall not accrue seniority during the unpaid leave or layoff, except personal or unpaid sick leave. Each October 1, the Board shall publish a seniority list showing the position of each SSP, and shall distribute the list to all SSP. In the event more than one SSP has the same date of hire, a drawing shall be held to determine position on the seniority list. The Association and the SSP involved will be given written notice of the date, time and place of the drawing, at which they shall be present.
- B. If the Board anticipates a reduction in staff or hours, it will discuss the matter with the Association before notice of layoff is to be given. In the event a reduction in the number of SSP becomes necessary because of declining student population or a lack of funds, layoff shall be according to seniority (least senior SSP laid off first). SSP scheduled for layoff shall have the right to displace the least senior SSP employed for the same or fewer hours per day in a position for which the SSP scheduled for layoff is qualified. SSP shall be given at least thirty (30) days written notice of layoff during the school year. During summer recess SSP will receive two (2) weeks notice of layoff.
- C. When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff who is qualified for the vacancy being recalled first. If possible, recall shall be to a comparable position. SSP who are laid off shall be offered any vacant aide's position for which they are qualified before the Board posts the position. Notice of recall shall be sent to the employee at his/her last-known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered a quit. In proper cases exceptions may be made.
- D. The laidoff employee's name shall be maintained for two (2) years on a recall list.
- E. An employee shall lose his/her seniority for the following reasons only:
 - 1. The employee quits.

Article VIII
Seniority and Reduction in Personnel

2. The employee is discharged and the discharge is not reversed through the procedure set forth in the Agreement.
 3. The employee is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at the last-known address that he/she has lost his/her seniority. If any such case is not satisfactory, the matter shall be referred to the final step of the Grievance Procedure.
 4. The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
 5. Failure to return from sick leave and leaves of absence will be treated the same as (3) above.
- F. New Employees hired in the unit shall be considered as probationary employees for the first ninety (90) days worked of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first day of hire. There shall be no seniority among probationary employees.
1. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except discharged and disciplined employees for other than Association activity.

ARTICLE IX
VACANCIES AND TRANSFERS

- A. During the school year, SSP will receive written notice within seven (7) calendar days of a known vacancy. If a pay date will occur within this seven (7) day period, each SSP will receive the notice with a pay check. If the next pay date is more than seven (7) days away, the notices will be posted in the principals' offices and staff work rooms. Any SSP may apply in writing for the vacancy within seven (7) working days from the posting date. During the summer months, notice of vacancies will be given to one representative per building as designated by the association and applications will be made within fourteen (14) calendar days. The notification for any Class II position shall indicate any job qualifications of those listed in the job description for Class II which are not required for the particular opening. All applicants shall receive written notification of the disposition of their application as soon as the decision is made.

- B. Vacancies shall be filled by the most qualified applicant. Given equal qualifications, internal candidates will be given first consideration. Seniority will take precedent if all other factors are equal for internal candidates. Internal candidates whose applications are denied, shall be verbally informed of the reason for denial prior to filling of the position. Upon request, the district shall provide the student support personnel with reasons for denial in writing.

- C. Any unrequested transfer or assignment shall be discussed with the employee prior to formal reassignment. Discussion will be held in a timely manner with 30 days notice when possible.

- D. Upon approval of the building principals involved, work schedules may be adjusted for up to 15 hours to allow SSP to participate in a voluntary job shadow program involving other SSP positions. Job shadowing must be performed within the district and not exceed one experience per year.

ARTICLE X
WORKING CONDITIONS

- A. Prior to the end of each school year, each employee shall indicate to her/his immediate supervisor the number of hours she/he wishes to be assigned for the following year. Whenever possible, the SSP shall be assigned hours as requested. If additional hours are available in a building, an employee's request for additional hours will be honored on a seniority basis, providing the SSP is qualified for the duties to be assigned. SSP shall be notified of their probable schedules for the next school year prior to the summer recess. Notification of changes in assignment thereafter will be made as soon as possible.

- B. When classes are canceled because of weather or other emergency conditions, SSP will be timely notified through regular channels when school is to be closed. In the event an employee reports to their assigned work station because notification of school closing was untimely, the employee will be reimbursed one (1) hour pay. The same will hold true in regards to cancellation of a full day of work for field trips and assemblies. SSP will be paid for regular hours scheduled in case their work day is interrupted for a period during the day due to a field trip or assembly.

- C. SSPs will generally not be given full responsibility for students in the classroom. In the event an SSP is needed for short term coverage, that coverage should not exceed one hour. The SSP shall not be required to perform as a certified substitute teacher unless they hold a teaching degree.

- D. No SSP shall be required to perform personal errands and tasks for other members of the staff.

- E. The school year for all SSP shall be the same as that for students. By mutual agreement between the employee and the appropriate administrator, the SSP may work additional days beyond her/his normal school year.

Article X
Working Conditions

If temporary hours become available during a normal school day, the time shall be assigned based on seniority and availability to perform the needed services without undue disruption to the teacher/student schedule of service. Every effort will be made to give temporary hours to building SSPs before assignment to substitute personnel.

The SSP and the building principal will work together to address reassignment of duties; however, in cases of true emergency, the building principal may reassign or alter duties during regularly scheduled work hours.

F. Break Times:

| | | |
|-------------------|---|------------|
| 3 hours | - | 15 Minutes |
| 4 hours | - | 20 minutes |
| 5 hours | - | 25 minutes |
| 6 hours and above | (2) breaks not to exceed 30 minutes total | |

SSPs required to work three hours will be entitled to one (1) paid 15 minute break. Employees working four (4) hours shall be entitled to 20 minutes; Employees working five (5) hours shall be entitled to 25 minutes and six (6) hours and above shall be entitled to two (2) breaks during their work day, not to exceed 30 minutes total. Break times will be paid at the highest rate of pay worked by the SSP.

SSP will be paid for a minimum of one (1) planned inservice session at highest hourly rate of pay of current assignment. Any other inservice days to be paid if deemed necessary by Administration.

G. SSP shall have access to a telephone for their reasonable use which shall not interfere with their normally assigned duties.

Article X
Working Conditions

- H. No SSP shall be required to work less than one and one-half (1.5) total hours per day in the district to maintain employment. If other employment is accepted, SSP employment may be less than 1.5 hours.
- I. Any SSP that works a full school day shall be entitled to pay if additional time is added to the school day, at the discretion of the Principal.
- J. Any SSP that is required to report for meetings (IEP's, etc.), which are not contiguous to their normal work hours, shall be paid for one hour or the time until their normal start, whichever is less, in addition to their regular work day. Unutilized paid time shall be assigned by the principal.
- K. When possible, an SSP who wishes to substitute for another SSP will assume all of the duties and responsibilities of that position for that day. If it is necessary to split SSP assignment to provide coverage, every effort will be made to limit disruption to scheduled student services.

Whenever possible, SSPs will be responsible for calling their own substitute. If a sub cannot be found, or if an emergency prevents the SSP from locating a sub, she/he will call (or have someone call) the building secretary or building principal.

All substitutes for the SSP position must be approved for employment by the building principal prior to being added to the substitute list. All long term (five days or more) substitute assignments must be approved by the building principal. At the beginning of each school year, the building principal will provide each SSP with a current sub list (updated as needed).

ARTICLE XI
LEAVES OF ABSENCE

A. Leaves With Pay

1. Sick Leave

- a. Each employee shall be granted one (1) hour paid sick time for each fifteen hours worked, accumulative to a total of 460 hours. SSP will be notified at the beginning of each school year of the number of accumulated sick leave hours.
- b. Sick leave days may be used for personal illness, accidental injury or disability.
- c. An employee may request make-up pay for any deduct day due to personal illness, accidental injury or disability if they have accumulated sick leave by the end of the school year.
- d. Up to five (5) days of the accumulated sick leave may be used to care for an illness in the immediate family.
- e. A physician's statement and/or verification may be required in cases of chronic illness and/or absences in excess of three (3) or more consecutive work days.

2. Bereavement Leave. SSP shall be granted up to the equivalent of three (3) days paid leave not chargeable against sick leave when a death occurs in the employee's immediate family. Immediate family is defined as parents, step-parents, parents-in-law, brothers and sisters, spouse, children, step-children, and son- and daughter-in-law, sister- and brother-in-law, grandparents and grandchildren. In the event of the death of the employee's spouse or child, an additional three (3) days chargeable against sick leave may be used.

Article XI
Leaves of Absence

3. Each employee shall be granted up to the equivalent of two (2) paid personal business days per year, accumulative to a maximum of six (6), chargeable against sick leave, to be used for handling personal matters which cannot be adequately handled outside working hours. Request for personal days shall not require explanation and shall be made forty-eight (48) hours in advance whenever possible. Personal days are not to be used immediately before and after holidays or vacations, unless approved by the Superintendent.
4. Court Appearance/Jury Duty/Judicial Proceedings. An employee called for jury duty or subpoenaed as a witness in any judicial proceedings shall receive a normal day's pay less any amount paid by the court for jury duty or less any amount to which the employee is entitled as a witness.

B. Leaves Without Pay

1. Reasonable requests for ninety (90) day maximum leave of absence without pay shall be granted by the Board for:
 - a. Parental Leave
 - b. Ill Health
 - c. Illness in Family
 - d. Education
2. Other reasonable request for leaves of absence without pay may be granted by the Superintendent after consultation with the Building Principal.
3. SSP returning from unpaid leave of absence shall be returned to her/his same position; or, if that position has been abolished, to a comparable position.

ARTICLE XII
COMPENSATION

- A. Compensation will be received at regular pay periods with the exception of the first pay when compensation for individuals who have worked less than ten (10) hours may be delayed.
- B. SSP required to work more days per year or more hours per day than their regular assignment shall be paid straight time for the additional hours. In the event an employee works in excess of eight (8) hours in a day, that SSP will be paid at time and one half for all hours over eight (8) in a day or forty (40) in a week.
- C. When a Class I employee is acting as a substitute for a Class II employee, the Class II rate shall be paid.
- D. If scheduled instructional days are canceled due to inclement weather or other conditions which make it impractical to hold classes, these scheduled days of work will be advanced one weekday date on the school calendar, to provide for make up of the canceled day(s), with the exception of the first two days, which will not be made up, but will be paid. All other make up days will be without additional compensation.

Employees may be required to report for work on days when school is canceled and will receive compensation, per this contract, for such additional time worked.

In the event that during the life of this agreement, it becomes lawful for the purpose of state membership aid to count as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities, such as, due to severe storms, fires, epidemics, or health conditions, or physical plant malfunction, it is agreed that the employee shall be excused from reporting to duty without loss of pay. Days lost due to school closings under this eventuality shall not be rescheduled, unless otherwise required by state law to qualify for state aid.

Article XII
Compensation

- E. Any SSP having worked for the St. Johns Schools as an SSP for ten (10) calendar years shall be entitled to 110 hours of accumulated sick leave; 15 years 135 hours; 20 years 160. The hourly rate shall be determined by the average of their Class I and II assignments on April 1 of the year employment is terminated. Employees must notify the School Board no later than April 1 of termination at end of school year. If terminating during the school year, thirty (30) calendar days notice is required and the payoff will be at the previous year's rate.

- F. SSP shall be allowed to transfer acquired sick leave when transferring to another contract unit within the system, unless the receiving unit prohibits such transfer. Seniority rights are not transferable. The transfer of sick leave will be retroactive to the 1986-87 school year provided the SSP remains currently employed by the district.

- G. The Employer shall provide term life insurance coverage in the amount of ten thousand dollars (\$10,000) for each SSP working six hours or moreor with ten years or more seniority as of the beginning of the school year. The coverage shall be provided without cost to the employee for the months of active employment and the succeeding summer months of July and August if the employee has completed a full work year or is assured of continuing employment in the same capacity for the succeeding work year. Otherwise, the coverage will terminate when the employee terminates or commences an unpaid leave of absence.

INSURANCE OPTION

Employees may purchase with their monies medical insurance through the school medical insurance carrier under the following conditions:

1. The right to name the carrier is at the sole discretion of the Board.
2. All insurance coverage offered is subject to the rules, regulations and policy of the Board's insurance carrier, and subject to acceptance by the Board's carrier of the written application of the employee.
3. Medical plans are restricted to those available from the Board's carrier for individual

Article XII
Compensation

purchase. It is understood that all employees may have to choose the same plan offered by the carrier instead of making individual choices.

4. The yearly cost of the insurance selected must be deducted via payroll deduction during the normal work year of the employee. The Board shall incur no financial obligation toward the cost of the insurance.
5. Should the employee be on an unpaid leave of absence, the responsibility for premium payments rests between the individual employee and the insurance carrier.
6. The terms of any policy issued by the Board's carrier shall be controlling as to all matters concerning benefits, eligibility, termination of coverage, and other matters and shall not be the subject of any grievance.

The employee must have on file a signed authorization for payroll deduction for insurance. Payroll deduction is then contingent upon sufficient wages owing to cover the deduction. During any pay period that insufficient wages are owing to cover the deduction, payment of an amount equal to the deduction must be made to the Board's Business Office. Non-payment may result in loss of coverage.

- H. SSP whose positions require new skill acquisition to meet ever changing job requirements, or SSP in need of remediation of job skills, shall be entitled to enroll in available St. Johns Community Education courses without charge, following administrative approval.

HOLIDAYS

Beginning with the 1997-98 school year, Thanksgiving Day and the day after will be paid holidays. The amount paid shall be based upon the employee's regularly assigned number of hours and at the rate of the greater number of assigned hours. The employee must work the last working day before and the first working day after the holiday to receive the holiday pay, unless on authorized paid leave.

Article XIII
Miscellaneous

are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any personnel take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any SSP to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

- H. 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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XIV
EVALUATION

- A. SSP will be evaluated at least once by April 30th of each school year.
- B. At least one evaluation shall be reduced to writing and will be discussed with the employee within ten (10) work days following the observation. Before any evaluation is made part of an employee's permanent record, the employee shall have a chance to add statements of other information to the evaluation and shall sign her/his evaluation as an indication that she/he has seen it.
- C. Evaluations shall be based on job descriptions and in the event the employee's performance is evaluated as deficient in some area, the Administration shall give the employee written suggestions, assistance, and a reasonable time to correct said deficiency.

ARTICLE XV
DURATION OF AGREEMENT

This Agreement shall become effective upon July 1, 1997, and shall continue in effect through June 30, 2000.

St. Johns Student Support
Personnel Association

By Patricia A. Kerek
President

By Elsie Zuker
Secretary

Date July 7, 1997

St. Johns Public Schools
Board of Education

By Kevin Kuhl
President

By James J. Spitz
Secretary

Date July 7, 1997

APPENDIX A
SALARY SCHEDULE

Longevity

Any SSP who has worked ten or more years as an SSP shall be entitled to longevity pay at a rate of twenty cents per hour. Eligibility to be based on the Seniority List dated 12/7/90, updated, and on full years of service at the beginning of the school year. Longevity payments shall be made only to SSP actively employed.

| <u>Class I</u> | <u>97-98</u> | <u>98-99</u> | <u>1999-2000</u> |
|-----------------|--------------|--------------|------------------|
| Step 1 | 7.35 | 7.50 | 7.65 |
| Step 2 | 8.18 | 8.34 | 8.51 |
| Step 3 | 9.46 | 9.65 | 9.84 |
| | | | |
| <u>Class II</u> | <u>97-98</u> | <u>98-99</u> | <u>1997-2000</u> |
| Step 1 | 7.74 | 7.89 | 8.05 |
| Step 2 | 8.58 | 8.75 | 8.93 |
| Step 3 | 9.98 | 10.18 | 10.38 |

All SSP will serve ninety (90) day probation.

Class I

Classroom Support
Lunchroom
Playground
Study Hall
Substitute for Secretary
Grading Tests
Counting Lunch Money
Workroom

Class II

Library
Combination Room
Overload Room
Learning Resource (Special Education)
Theme Readers
Supervision of Student Testing Make-up Activity
DK Room
Title I
At-Risk: 31A
DEAR Time
Direct supervision of students in a classroom situation

APPENDIX B
GRIEVANCE FORM

Name of Grievant: _____

Date Filed: _____

Contract reference(s): _____

Specifics of the alleged violation:

Settlement Desired:

Signature of Grievant: _____