

6439

6/30/2002

MASTER CONTRACT

**Kearsley Community Schools
Board of Education**

And

**Michigan Education
Support Personnel
Association**

Kearsley Community Schools

***July 1, 2000
to
June 30, 2002***

Revised: Committee: H/g: 9/6/00

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ARTICLE I Recognition

- A. The Board of Education recognizes the Michigan Educational Support Association (MESPA) as the exclusive representative of all full-time and regular part-time clerical, secretarial, and media aide employees; excluding confidential employees, temporary employees, substitutes and students enrolled for work experience or credit.

ARTICLE II Board Rights

- A. The MESPA recognizes and agrees that the Board, as the employer, has the responsibility and the authority to manage and direct, by the establishment of and administration of policy, on behalf of the public, all the operations and activities of the Kearsley Community School District to the full extent of the law.
- B. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to the following:
1. Full and exclusive control of the management of the school district; the supervision of all operations; the methods, processes, means and personnel by which any and all work will be performed; the control, property, and the composition and assignment of the size and type of its working forces.
 2. The right to change or introduce new operations, methods, processes, and the right to determine to what extent work shall be performed by employees.
 3. The right to hire, establish and change work schedules, set hours of work; establish and eliminate classifications, assign, transfer, promote, demote, release and lay-off employees.
 4. The right to determine qualifications of employees.
 5. The right to discipline, suspend, and discharge employees and to maintain an orderly, effective, and efficient operation.

- C. Waiver:

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 the Agreement. Therefore, the District and the MESPA for the life of this Agreement each voluntarily and unqualifiedly agree that the other shall not be obligated to bargain collectively 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; however, either party may request that negotiations be open and for a specific purpose, and, upon consent of the other party, negotiations shall take place on issues specified.

D. Entire Agreement:

This contract constitutes the sole and entire Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the life of the contract.

E. Past Practice:

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

F. Severability:

If any provision of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision of application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

ARTICLE III Association Rights

- A. The MESPA shall have the right to use building facilities and equipment consistent with Board policy. MESPA shall pay for the reasonable cost of all materials and supplies incident to such use.
- B. The MESPA shall have reasonable use of school mail service.
- C. The Board agrees to provide a payroll deduction plan for those bargaining unit members properly enrolled in the Flint Teacher's Credit Union. It is understood that those wishing to enroll, make changes (once enrolled), or drop from participation in said Credit Union, shall make all such arrangements through the Flint Area School Employees Credit Union, who, in turn, shall furnish all necessary information, forms, authorizations, etc., to the Business Office of the Kearsley Community Schools.

- D. Other voluntary deductions:
1. Washington National
 2. Blue Cross-Blue Shield
 3. Flint Area School Employees Credit Union
 4. Union Dues
 5. U.S. Government Bonds
 6. Red Feather Contributions/Kearsley Educational Foundation
 7. Annuities as agreed
 8. Other deductions as approved by the administration and union.
- E. Once enrolled, the Business Office of the Kearsley Community Schools shall not be required to make more than one change in enrollment status of any approved deduction plan during the school year. Request for more than the one change, due to extenuating circumstances, shall be in writing and shall be approved, if a reason satisfactory to the employer is provided.
- F. Each employee shall have access to and right to inspect and to acquire copies of her/his personnel file in accordance with the provision of Public Act 397.
- G. No person or persons shall be discriminated against on the basis of race, age, sex, creed, color, national origin, marital status, or membership in or association with the activities of MESPA.
- H. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Bargaining Unit Member shall have the right freely to organize, join, and support MESPA for the purpose of engaging in collective bargaining or negotiations. 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 Bargaining Unit member in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any Bargaining Unit Member with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in MESPA, her/his participation in any activities of MESPA or collective negotiations with the Board, or her/his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- I. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all employees who are beneficiaries of such agreements. To this end, in the event that an employee shall not join the Association and execute an authorization for dues deduction, such employee shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association which sum shall be forwarded to the Association. (Effective September 1, 1979.)

- J. The procedure in all cases of discharge for violation of Article III, ¶I shall be as follows:
1. The MESPA shall notify the employee of non-compliance by registered mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not affected.
 2. If the employee fails to comply, the MESPA shall so notify the Board by registered letter, and shall request termination of the employee's employment.
 3. Termination of services for non-compliance may be no later than six weeks from receipt of notification to the Board.
- K. The MESPA agrees to assume the legal defense of any suit or action brought against the Board regarding Article III, ¶H through ¶J of this Agreement. The MESPA further agrees to indemnify the Board for any costs, back pay, or damages which may be assessed against the Board as the result of said suit or action subject, however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agenda.
 2. The MESPA, after consideration with the Board, has the right to decide how to defend said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section, or the defense which may be assessed against the Board by any court or tribunal.
 3. The MESPA has the right to choose the legal counsel to defend any said suit or action.
 4. The MESPA shall have the right to compromise or settle any claim made against the Board under this section.
- L. The President of MESPA shall be sent two copies of the names of new hires and their classification assignment within five working days of first day of employment.

ARTICLE IV Working Hours

- A. The regular full-time working day shall be eight (8) hours for secretaries and clerks. The regular full-time work day shall include two (2) fifteen minute breaks and exclude a half-hour duty free lunch. The Board may create new part-time positions. Regular work day hours for media aides shall be established at the beginning of each school year.

B. When overtime work is required, the employee shall be compensated at the rate of one and one-half (1½) her/his regular rate of pay or shall be given equal compensatory time off. Compensatory time shall be scheduled by mutual agreement between the employee and her/his immediate supervisor. Compensatory time will not be accumulative year to year unless employee is given special permission by her/his immediate supervisor.

C. One bargaining unit member in each building shall be provided First Aid and CPR Training at Board expense. Compensatory time shall be provided that employee for her/his involvement in such training. If there are no volunteers, lowest seniority bargaining unit member in the building shall be designated for such training.

D. Inclement Weather:

During periods of school interruption caused by what shall be referred to as an "Act of God", where professional staff does not work, employees will not report. If asked to report, employee will be paid at double time; and if unable to drive, the supervisor will pick up the employee.

Pursuant to current state law, two days of canceled school do not have to be rescheduled. Employees shall be paid for these two days even though they do not report to work.

After two canceled days, the days must be rescheduled and employees will not be paid for these canceled days. They will, however, be paid when the days are rescheduled and they work. Fifty-two week employees may choose to work on canceled days after the first two days but at regular pay.

If school is dismissed early due to an "Act of God", employees will be allowed to leave the premises after notification from the Superintendent or her/his designee.

E. For the duration of the Agreement, the Association will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of education activities due to a cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part, by members of the bargaining unit for any reason and no officer or representative of the Association or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.

F. 1. For the duration of this Agreement, the work year for all classifications shall be as per current practice.

2. The work schedule for employees who work 43 weeks shall be two weeks prior to the beginning of school and two weeks following, one week prior to and three weeks following, or three weeks prior to and one week following. Exceptions may be made by mutual agreement.

- G. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- H. It shall be the Board's responsibility to provide proper training and support when new equipment or jobs are implemented.

I. Absence of Administrative Secretary:

It is the responsibility of the building principal to secure a substitute or coverage when an Administrative Secretary calls in for a short term absence. Other arrangements for securing a substitute may be made by mutual agreement between the Administrative Secretary and principal.

Administrative Secretaries shall call the appropriate principal by 6:00 a.m. at the secondary school and 7:15 a.m. at the elementary schools.

Substitutes or coverage for all other absences will be mutually agreed to by the principal and Administrative Secretary.

ARTICLE V Paid Leaves

- A. Sick leave will be granted to all clerical employees on the basis of one day for each month worked (i.e., 10 month employees, 10 days; 11 month employees, 11 days; 12 month employees, 12 days) accumulative to 75 days. The appropriate number shall be granted at the start of each school year. Sick leave is to be used for absence caused by illness or physical disability or for quarantine of employee in case of contagious disease, such quarantine having been imposed by the health authorities. Pregnancy-related illness or disability shall be treated as any other illness or disability. Any accumulated sick days over 75 shall be bought back at the rate of \$10 per day, payable at the end of each fiscal year. Sick days accumulated (up to 75) will be paid upon retirement or resignation at a rate of \$15/day. Forms will be provided by the administration.
- B. Legitimate and ethical reasons for sick leave are:
 - 1. Illness or physical disability of the employee.
 - 2. Illness and/or death in immediate family which shall include mother, father, mother-in-law, father-in-law, sibling, spouse, children, grandparents, spouse's grandparents, grandchildren, brother-in-law, and sister-in-law.
- C. An employee will give notice of impending absence and anticipate length of absence as soon as practicable. Any change in anticipated date of return shall be promptly reported. A doctor's statement may be required when there is a doubt as to the legitimacy of sick day utilization.

- D. Bereavement Days: Beginning in the 1990/91 school year, clerical employees shall be granted two (2) consecutive days in case of the death of each member of the immediate family. The immediate family shall include spouse, children, parents, in-laws, siblings, grandparents, and grandchildren.
Refer Article V, ¶B, ¶2.
- E. Three personal days per year (non-accumulative as personal days) may be used from accumulated sick leave with approval of supervisor. All personal days must be taken on regularly scheduled work days.
- F. Bargaining unit members shall be paid for the following holidays when they fall within their work year:
1. **Friday Before Labor Day*, 1; Labor Day, 1; Thanksgiving, 2; Christmas Eve, 1; Christmas, 1; New Year's Eve, 1; New Year's Day, 1; Good Friday, 1; Monday After Easter, 1; Memorial Day, 1; Independence Day, 1; one floating holiday for 52 week employees only.
**Refer Appentix B, ¶8.*
 2. Effective the 1997-98 School Year, bargaining members shall be paid for the Monday after Easter.
 3. On days prior to holidays, employees shall be excused from work, with pay, no later than one-half (1/2) hour after school is dismissed.
 4. Employees will receive two floating holidays to be used (1) on a regularly scheduled work day, or (2) during Mid-Winter Break in order to be paid for those two days. Employees will be required to choose option 1 or option 2 and notify the MESPA president of said choice no later than June 30 of the preceding year. Any employee who does not notify MESPA president of her/his choice by June 30th will be assumed to choose option 1. In the event mid-winter break is eliminated or changed to be regularly scheduled work days, option 2 choices will revert to two days during the Easter/Spring break.
- G. Employees who are on unauthorized leave the day before or the day after a holiday will forfeit said pay for holiday. An employee off sick the day before or after the holiday may be required to submit medical proof of illness in order to receive holiday pay.
- H. Those individuals employed on a full-time basis and assigned on a twelve (12) month basis shall be eligible for the following paid vacation benefits:
1. Employees who are employed for 52 weeks shall earn vacation at the rate of ½ day per month, excluding July and August, until they reach 2 full years of employment in the district. Fifty-two (52) week employees completing two full years of employment with the district will receive vacation credit at the start of each school year following the employee's second

anniversary as follows. Vacation time shall be prorated in the year an employee leaves the district. Vacation days shall be non-accumulative.

2. Two (2) through seven (7) years - 2 weeks with pay.
 3. Eight (8) through sixteen (16) years - 3 weeks with pay.
 4. Seventeen (17) years and over - 4 weeks with pay.
 5. Employees who are employed 52 weeks shall not schedule more than two (2) weeks of vacation during the summer months unless approved by the appropriate supervisor.
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- I. Vacation requests will be approved by the appropriate supervisor at least 30 days in advance. Vacation requests received later than 30 days prior may also be approved. Approved vacation schedule may only be changed in emergency situations. New hires may not use accumulated vacation prior to the beginning of the sixth (6th) full month of employment in the district.
 - J. Employees who are called for jury duty during the work year shall be docked in pay until proof of attendance is provided to the Personnel Office. Upon receipt of proof of attendance, the employee will be reimbursed her/his regular daily wage less any compensation received as a result of his court responsibility.
 - K. No employee shall suffer loss of pay or accumulated sick leave as a result of any work related injury, illness or disability for the first seven days of such injury, illness or disability.
 - L. In the event a 42 or 43 week employee is upgraded to a 52 week position, that employee will receive full credit for past unit seniority toward vacation time.

ARTICLE VI Unpaid Leaves

- A. Upon expiration of accrued sick days, a leave of absence for illness or disability may be granted for a period not to exceed twelve (12) months. Leave for personal reasons may also be granted, but it shall not be required that accrued sick leave be used in order to qualify for such leave. The employee may request in writing that the leave be extended for a second year but the leave shall require approval by the Superintendent or his designee.
- B. Upon return from leaves of absence, the employee will be reinstated to her/his former position provided that the leave is no longer than 90 calendar days.

- C. Employees on leave for more than 90 calendar days and for up to two (2) years will be granted the first available bargaining unit position within the classification they left. If there is no available position at the end of their leave within the classification the employee left, the Board shall be obligated to return the employee to a vacancy within the classification they left for up to two (2) years after the conclusion of the leave. The Board will have no further obligation to rehire the employee beyond the two (2) years following the conclusion of the leave.

Employees on leave should notify the district in writing thirty (30) days, and in no case less than two (2) weeks, prior to the date they desire to return to employment. Employees on leave may apply at any time during their leave to return to employment in their classification and their return may be approved. They may also apply for any other bargaining unit vacancy at any time but they must be qualified to be considered.

If an employee applies for and is selected for a position that is not in their classification (the one they were in when they went on leave), then the Board has no further obligation to return the employee to the classification they were in when they went on leave. The employee may, however, apply for a vacancy in their former classification.

- D. Application and approvals for leaves and extensions of leaves shall be in writing and shall state beginning and ending dates of such leaves.

ARTICLE VII Vacancies, Promotions, Transfers and Lay-Offs

- A. The transfer, assignment and/or promotion of employees shall be the sole responsibility of the Board, subject to the following:
1. It shall be the policy of the Administration to cooperate in every practical way with employees who desire transfers to new positions or vacancies which may occur in the school system.
 2. Notice of vacancies, openings and/or new positions shall be prepared and sent to the MESPA President and posted in each school building. In the event no applications for a position so posted are received by the Personnel Office within seven (7) calendar days of such posting, such positions shall be filled without further obligation or consideration of MESPA. During the summer months, postings shall be mailed to all bargaining unit members. Deadline for applications shall be ten (10) days following postmark of the mailing.
 3. Since the frequent transfer of employees from one school to another may be disruptive to the educational process and interfere with optimum performance, the parties agree that unrequested transfers of employees are to be minimized.
 4. The ability, experience, training, and capability of all applicants or candidates shall be reviewed and considered by the administrators involved. In cases where above factors are considered equal, preference shall be given in order of seniority.

5. Written request for job reclassification shall be sent to the Director of Finance and Operation. The request shall detail why the employee and/or administrator feels the job should be upgraded. The Director of Finance and Operations and/or Assistant Superintendent shall afford the person(s) requesting the change a chance to speak to his/her rationale. The person(s) shall be notified in writing of the decision and rationale within 20 work days.
6. The Administration will review the rationale with the Contract Management Committee before combining, reclassifying and/or creating a new type of position.

B. Seniority:

1. Employees shall be regarded as temporary employees until they have completed the 90 calendar days probationary period. There shall be no responsibility for the reemployment of temporary employees if they are laid-off or discharged during this period.
2. Upon successful completion of the 90 calendar days probationary period, the employee's seniority shall be counted retroactively to the individual's first day of employment with the district in the bargaining unit.
3. A seniority list shall be established as of the signing of this document. Present bargaining unit members shall be consulted as to their dates of hire and the Board and Association will finalize the list. Any ties shall be broken by a drawing of the parties involved.
4. Seniority shall not be accrued when on a non-paid leave of more than 90 days.
5. A year of seniority shall accrue for each contracted work year.
6. When an employee has left the bargaining unit, and returns, prior unit seniority is reclaimable only if that employee was holding a unit position within the district.

C. Lay-Off and Recall:

1. When it is necessary to lay-off bargaining unit members, layoff shall be in reverse order of seniority. Employees may bump the least senior person in each classification for which they are qualified in order to remain employed. This paragraph shall be limited only by Article VII, ¶4.
2. Laid-off employees shall be put on a list for recall. If, after two years the employee has not been recalled, she/he shall be dropped from the recall list.
3. Recall shall be in order of seniority so long as the laid-off employee is qualified to fill the available openings. No new hires shall be made when a qualified employee is on the layoff list.
4. When a position is instituted with special funding, the employee shall be notified prior to beginning work of the temporary nature of the position. When funding shall cease or an

employee shall no longer be eligible for employment under that program, that person shall be notified in writing of her/his termination. Employees so affected shall automatically be placed on the lay-off list by seniority (as provided in Article VII, ¶C, ¶3) unless notified in writing that their work has been unsatisfactory.

The procedure for determining satisfactory work performance shall be:

- a. A written evaluation by the employee's immediate supervisor will be conducted at least once annually or during the term of employment if term is less than one year.
 - b. An employee whose annual evaluation is deemed unsatisfactory and reaffirmed 10 days prior to severance shall not be included on the lay-off list as provided above.
- D. It shall be the responsibility of the employee to provide the employer a two (2) week notice prior to voluntary severance of employment.
- E. When an employee is promoted to a higher classification, she/he shall be moved to the appropriate classification on the salary schedule at the one year less experience rate for 90 days, After 90 days, if performance has been satisfactory, she/he shall be moved up to the next experience level. In no case shall the promotee be paid less than she/he received in the previous position.
- F. Secretaries who report *directly* to the *building principal, director* or *administrator* will be classified as "administrative secretary". This classification will apply to only *one* secretarial position per building. The positions effected are: Buffey Principal's secretary, Dowdall Principal's secretary, Fiedler Principal's secretary, Weston Principal's secretary, Burgtorf Director's secretary, Paro Director's secretary, Armstrong Principal's secretary, and High School Principal's secretary. This reclassification will not create any vacancies in the above listed positions.

ARTICLE VIII Discipline, Discharge and Evaluation

A. Discipline and Discharge:

Each employee shall be informed of job expectations. Any resulting disciplinary action shall be in writing and a copy shall be forwarded to the employee.

B. Evaluation of Clerical Staff:

1. The work performance of all clerical staff shall be evaluated in writing a minimum of once each year for the first two years of employment and a minimum of once every three years thereafter.

If an employee changes job classification, then the employee shall be evaluated a minimum of once a year for the first two years in the new classification and a minimum of once every three years thereafter.

2. Evaluations shall be conducted by the employee's immediate supervisor.
3. A copy of the written evaluation shall be given to the employee.
4. Each employee may attach a written response to each evaluation.

ARTICLE IX Grievance Procedure

- A. Definition: A grievance shall mean a complaint by an employee in the Bargaining Unit that there has been a violation, misinterpretation or inequitable application of a provision of this Agreement. As used in this Article, the term "employee" may mean a group of employees having the same grievance.
- B. The employee who feels that she/he has a grievance should first take the matter up verbally with the principal of the school or the employee's immediate supervisor within ten (10) working days following the act or condition which is the basis of her/his grievance or her/his reasonable discovery of the act or condition. The Principal/Supervisor will attempt to resolve the problem with the employee.
- C. If this fails to resolve the grievance, it shall be reduced to writing, specifying the section of the contract allegedly violated, the violation and the remedy sought.
- D. Within five (5) working days of receipt of the written grievance, the principal/supervisor shall arrange a conference with the view of satisfactorily resolving the grievance, the time of the conference may be mutually agreeable to both parties. The employee may appear personally or she/he may be represented by the MESPA or both. Such conference shall be scheduled at a time when there is no disruption of normal routine and duties of the employee.
- E. Within five (5) working days of receipt of the written grievance, the principal/supervisor shall answer such grievance in writing.

- F. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the principal/supervisor's decision will be final.
- G. If the MESPA does not accept the principal's answer, or if no answer is received in a timely fashion, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to him within five (5) working days.
- H. Within five (5) working days of receipt of the written appeal, the Superintendent or his designated representative will hold a conference to satisfactorily resolve the grievance.
- I. Within the five (5) working days, or longer if mutually agreed to, the Superintendent or his designated representative shall answer in writing. Such answer shall be final and binding unless appealed to the next step within thirty (30) calendar days from the date of the Superintendent's written decision.
- J. If MESPA is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, the grievance may be transmitted to the Board of Education.
- K. The Board, not later than its next official meeting or two (2) calendar weeks, whichever shall be later, shall hold a hearing on the grievance. Disposition of the grievance, in writing, by the Board shall be made no later than seven (7) calendar days following the hearing.
- L. 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 within ten (10) school days to arbitration before an impartial arbitrator; he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
- M. The fees and expenses of the arbitrator will be shared equally by the parties.
- N. The time limits provided in this section shall be strictly observed, but may be extended by written agreement of the parties.

- O. Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure until resolution.
- P. If a grievance arises from the action of an authority higher than the immediate supervisor of the bargaining unit member, MESPA may present such grievance at the appropriate step of the grievance procedure.

ARTICLE X Fringe Benefits

A. Pursuant to the authority set forth in the School Code as amended, and Section 125 of the Internal Revenue Code, the Board agrees to furnish all full-time employees (see Section G below) the following insurance protection upon completion of 30 working days:

1. Hospitalization and Medical Protection:

- a. It is the agreed intent to provide full family hospitalization and medical protection in the form of Blue Cross/Blue Shield 4.0 Plan.
- b. In lieu of health insurance coverage provided in ¶A, ¶1 above, employees will be provided a monthly cash contribution of \$113.69 for 2000-01, and \$116.53 for 2001-02. Employees may contribute this and other income to annuities of the employee's choice from the list of approved annuity plans.

2. Long Term Disability Insurance

The Board shall provide without cost to the employee, Long Term Disability Insurance assuring payment to the employee in the event of long term disability, a monthly income benefit equal to sixty percent of basic monthly earnings to age sixty-five, with equal benefits beyond 65, but with lesser duration in accordance with the Department of Labor guidelines. This long term disability benefit will start after seventy-five (75) consecutive working days of total disability in accordance with the terms of said policy.

3. Life Insurance

The Board shall provide without cost to the employee a \$25,000 life insurance policy to age sixty-five (65). Upon reaching age sixty-five, such insurance coverage shall be reduced to a level of insurance purchasable by equal contribution as all non-65 years or older employees.

4. Dental Insurance

Family dental insurance shall be provided *without cost to the employee* with the following benefits:

Routine Treatment	80%
Major Treatment	80%
Orthodontic Treatment	75%

Subject to the following annual and lifetime limits

\$750 Annual Maximum

\$750 Lifetime Maximum

5. Optical Insurance

The Board shall provide *without cost to the employee*, full family optical insurance through HAN Vision, Plan 806-B.

6. The above coverage is provided subject to the limitations and provisions in force in such policies. The Board in no way assumes liability for disputes arising between the employees and the insurance carrier.
7. Full-time for purposes of this article shall be defined as seven (7) hours of employment.
8. The district shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All cost relating to the implementation and administration of benefits under the Section 125 plan shall be borne by the employer. The district will consider contracting with MESSA for administration of the Section 125 plan.

ARTICLE XI Compensation

Each employee shall be placed on the salary schedule, Appendix A, according to classification and year of experience.

- A. Longevity pay of \$361.85 for 2000-01, and \$370.90 for 2001-02 shall be paid each bargaining unit member who has completed ten (10) years in the district. Payment shall be made at the end of the month during which the employee has completed her/his tenth anniversary date and every year thereafter. It shall be the employees responsibility to notify the Payroll Office that payment is due.
- B. Full-time bargaining unit members, with the exception of halftime bargaining unit members, with two or more years of service in the district may receive their salary on an equal pay plan of 21 or 26 pays.

ARTICLE XII -- Contract Management Committee

- A. The Board and the Union support the concept of Win-Win Negotiations and will work as a team to resolve mutual concerns and problems.
- B. In order to facilitate communications between the Board and the Union, a Contract Management Committee (CMC) comprised of representatives from the Union and the Board will meet on a regular basis to discuss topics and resolve issues and problems.

- C. Nothing in this article shall be construed to prevent the employee or the Union from filing a grievance, or to prevent either party from making a negotiations proposal. However, the ten (10) day grievance filing deadline in Article IX, ¶B of this agreement is delayed until a solution or recommendation is made by the CMC.
- D. The CMC will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.
- E. Issues or problems may be referred by the CMC, the Union, the Board, or an employee to the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.

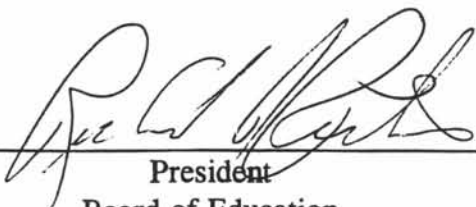
ARTICLE XIII -- Duration of Agreement

Kearsley Community Schools Board of Education

and

Michigan Education Support Personnel Association

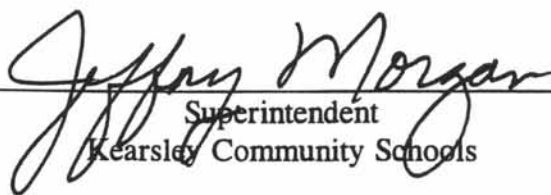
This Agreement shall be effective as of July 1, 2000, and shall continue in effect until the first day of July, 2002.



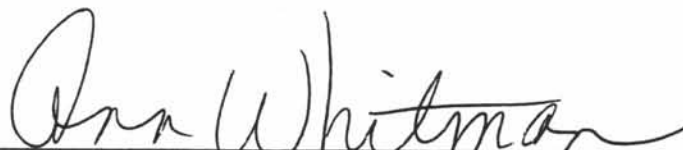
President
Board of Education
Kearsley Community Schools



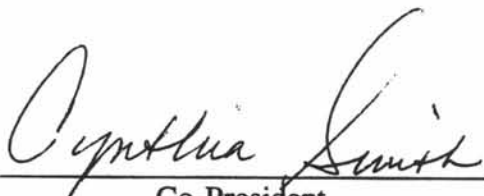
Secretary
Board of Education
Kearsley Community Schools



Superintendent
Kearsley Community Schools



Co-President
Michigan Education Support
Personnel Association {MESPA}



Co-President
Michigan Education Support
Personnel Association {MESPA}



Uniserv Director
{MESPA}
Michigan Education Association

Appendix A -- Salary Schedule

2000-01 School Year {2.5%}

	Beginning	12 Weeks	1st Year	2nd Year	3rd Year
Administrative Secretary	\$ 11.01	\$ 12.36	\$ 13.15	\$ 14.03	\$ 15.01
School Secretary	\$ 10.69	\$ 11.55	\$ 11.99	\$ 12.87	\$ 14.11
Clerk	\$ 10.16	\$ 10.50	\$ 10.98	\$ 11.57	\$ 12.25
Media Clerk	\$ 9.63	\$ 10.06	\$ 10.54	\$ 10.93	\$ 11.42
Media Aide	\$ 8.10	\$ 8.44	\$ 8.92	\$ 9.35	\$ 9.81

2001-02 School Year {2.5%}

	Beginning	12 Weeks	1st Year	2nd Year	3rd Year
Administrative Secretary	\$ 11.29	\$ 12.67	\$ 13.48	\$ 14.38	\$ 15.39
School Secretary	\$ 10.96	\$ 11.84	\$ 12.29	\$ 13.19	\$ 14.46
Clerk	\$ 10.41	\$ 10.76	\$ 11.25	\$ 11.86	\$ 12.56
Media Clerk	\$ 9.85	\$ 10.29	\$ 10.78	\$ 11.18	\$ 11.68
Media Aide	\$ 8.30	\$ 8.65	\$ 9.14	\$ 9.58	\$ 10.06

Appendix B -- Miscellaneous Agreements

1. The parties also agreed that the Clerk/Secretary position at the high school may or may not remain as a Clerk/Secretary position when the person currently holding it vacates it. {See attached Memorandum of Understanding.
2. The parties also agreed that the Clerk position in the high school Media Center will be posted as a Media Clerk position when the person currently holding the position vacates it.
3. The parties also agreed that on a non-precedent setting basis, Liz Frixen shall be granted annuities in lieu of medical retroactive to when she started working six (6) hours in the bargaining unit. This benefit shall continue until her second anniversary of working six hours. She shall not be able to convert to or be eligible for fringe benefits set forth in Article X unless she becomes a full-time employee for purposes of fringes.
4. The parties also agreed that the position of secretary for the special education department will be removed from the auspices of the MESPA bargaining unit effective December 6, 1996.
5. The Board and the Association agree that the rising cost of insurance is a problem. The Board and the Association recognize the importance of working together to review cost-saving measures that could be implemented during the term of this Agreement.

The parties further agree that if cost-saving techniques can be identified for insurances, these savings would be shared with the Association membership. The savings may be disbursed to implement items such as: a sick day usage reduction plan, the annuity in lieu of health insurance, or some other program mutually agreeable to the Board and the Association. This recommendation will be implemented only if mutual agreement is reached by both parties and may be implemented by opening the appropriate section of the Agreement or through a memorandum of understanding between the Board and the Association.

6. Temporary Summer Work, Memorandum of December 3, 1996. {See attachment}
7. During 1996 the parties reviewed and revised unit job descriptions. These updated job descriptions are attached for information purposes only. *They are not part of the contract.*
8. Add one (1) paid holiday, which will be the Friday before Labor Day. Pay for the day is contingent on completing summer professional development training as set forth below, except for this year {2000-2001}.

Six (6) hours of professional development training will be required during the summer. Members will be given some choices of dates in June or in August. Pay will be at 75% of the member's regular pay, unless the member is already scheduled to work. The six (6) hours of summer professional development will be required to receive the Friday before Labor Day holiday pay. The six (6) hours must be taken on nonscheduled work days except: a) 52-week employees will take the six (6) hours on a scheduled work day and b) an employee may receive approval to take the six (6) hours on a scheduled workday and make up the regular scheduled time at a later date during the summer.

Memorandum of Understanding

Between The

Board of Education of the Kearsley Community Schools

And The

Kearsley MEA MESPA Secretarial Unit

In accord with the understandings reached between representatives of the Board of Education of the Kearsley Community Schools and the Kearsley MEA MESPA Secretarial Unit in the matter of the high school position held by Kay Anderson, the parties agree on the following to resolve the problem:

1. The position held by Kay Anderson will be considered a combination Clerk/Secretary position. In the event that the position is vacated by Kay Anderson, the position may or may not remain as a Clerk/Secretary position.
2. The pay shall be halftime at Clerk pay and halftime at School Secretary pay. For 1996-97, Kay Anderson shall be placed on the 2nd Year School Secretary step until her May anniversary in the Clerk/Secretary position. Upon her anniversary in May, she shall be paid at the 3rd Year School Secretary pay rate for half of her pay.
3. The halftime School Secretary pay shall be retroactive to the beginning of the 1996-97 school year.
4. The issue of accrual of seniority and how seniority shall be applied to the Clerk/Secretary position and Kay Anderson will be dealt with at a later time by the Contract Management Committee.

It is understood that this Memorandum of Understanding constitutes the entire understanding of the parties with respect to this matter and that it does not establish precedent for any other case.

11/19/96

Date

11/19/96

Date

11/19/96

Date

Kay Anderson

Kay Anderson, Clerk/Secretary

Jane Hotchkiss

Jane Hotchkiss, MESPA Chief Negotiator

Karen Hahn

Karen Hahn, Assistant Superintendent
Kearsley Community Schools

Kearsley Community Schools
Memorandum

December 3, 1996

To: MESPA Secretarial Bargaining Team

From: Karen Hahn
Assistant Superintendent

Re: Temporary Summer Work

I am writing to confirm our conversation and understanding with you relative to temporary summer work at the Administration Building. For several years now we have hired a temporary employee on an as need basis to perform various clerical tasks throughout the Administration Building. The issue was raised last summer, and during bargaining this fall, as to whether this is work that should be done by your members.

It is our position that the work is not steady, only a very small amount falls into any job description in your bargaining unit, and is simply temporary in nature. We thus hire a temporary employee as is needed. Last summer, for example, an administrative secretary was off seven weeks and we needed unusual assistance.

In our discussions with you we agreed to:

- 1). Notify your members that there may be temporary and irregular summer work at a reduced rate at the Administration Building.
- 2). Provide a method for your members to indicate an interest in this summer work.
- 3). Give your members preference for this summer work, with first preference to any of your members working during the year in the Administration Building.
- 4). Consider seniority as one factor in the selection of your members for summer work.

We also agreed that what we discussed, and what I have set forth in this paragraph, is not contractual nor subject to the grievance procedure of your contract.

**Attached
Information
Only**

**MESPA
Job
Descriptions**

JOB DESCRIPTION

MEDIA AIDE

Duties: The following is a description of those basic duties expected of a media aide. Assignment may be different depending upon the building in which these tasks occur. For example, in the elementaries there is far more interaction with students and material check out processes than at the middle school or high school. However, the general responsibilities remain the same -- to perform those duties necessary for the smooth operation of the building media center as assigned by the media specialist and the building principal.

In general, the media aide will be expected to perform the following duties:

- ▶ Assist: Staff and students in the use of all media center resources
- ▶ Environment: Keep attractive and conducive to learning
- ▶ Clerical: Typing, filing, answering phone, making copies
- ▶ Circulation: Check materials in and out, maintain overdue lists
- ▶ Cataloging: Process library materials
- ▶ Ordering: Manage expenditures
- ▶ Statistics: Keep "use statistics" of all service categories
- ▶ Inventories: Keep inventory of materials and equipment
- ▶ REMC: Check REMC materials in and out
- ▶ Production: Transparencies, computer generated graphics, Ellison Machine, laminating
- ▶ AV Equipment: Distribute, maintain, and store equipment
- ▶ Other: Other duties as assigned.

Skills: The media aide position requires a variety of competencies including good personal skills, communication skills and technical skills. For the purpose of this document and in order to distinguish between job categories, a few are listed. By no means is this a complete list.

- ▶ Good communication skills
- ▶ Average typing skills (45-50 WPM)
- ▶ Understanding of Dewey Decimal System
- ▶ Basic computer skills: On-line communication with current programs
Basic media center network operations
Word processing ability
Basic computer trouble-shooting skills
- ▶ Basic technology skills: Trouble shooting and maintenance of equipment
- ▶ Ability to prioritize work
- ▶ Good interpersonal skills in dealing with students and adults.

JOB DESCRIPTION MEDIA CLERK

Duties: The following is a description of those basic duties expected of a media clerk. Assignments may be different depending upon the building in which these tasks occur. However, the general responsibilities remain the same -- to perform those duties necessary for the smooth operation of the building media center as assigned by the media specialist and building principal.

In general, the media clerk will be expected to perform the following duties:

- ▶ Assist: Staff and students in the use of all media center resources
- ▶ Environment: Keep attractive and conducive to learning
- ▶ Clerical: Typing, filing, answering phone, making copies
- ▶ Circulation: Check materials in and out, maintain overdue lists
- ▶ Cataloging: Processing library materials
- ▶ Ordering: Managing expenditures
- ▶ Statistics: Keep "use statistics" of all service categories
- ▶ Inventories: Keep inventory of materials and equipment
- ▶ REMC: Check REMC materials in and out
- ▶ Production: Transparencies, computer generated graphics, Ellison Machine, laminating
- ▶ AV Equipment: Distribute, maintain, set up, and store equipment
- ▶ Computers: Assist staff and students with all aspects of available technology in the media center including On Line, CD Rom, network labs, etc.
- ▶ District: AV Equipment repair, equipment distribution and ordering supplies
- ▶ Other: Other duties as assigned.
- ▶ Television ♦ TI-IN ♦ Channel One ♦ GenNet ♦: Tape, distribute, edit and troubleshoot

Note: In the absence of a media aide, the media clerk assumes those responsibilities.

Skills: The media clerk position requires a variety of competencies including good personal skills, communication skills and technical skills. For the purpose of this document and in order to distinguish between job categories, a few are listed. By no means is this a complete list.

- ▶ Good communication skills
- ▶ Average typing skills (45-50 WPM)
- ▶ Understanding of Dewey Decimal System
- ▶ Above average computer skills to include:
 - Basic desk top publishing
 - On-line communication with current programs
 - Media Center network operations
 - Media Center circulation Programs
 - Word Processing in Word Perfect and Microsoft Format
 - Accessing and navigating the Internet.
 - Basic computer trouble shooting skills.
- ▶ Ability to prioritize work tasks.
- ▶ Basic technology skills for trouble shooting and maintaining equipment.
- ▶ Good interpersonal skills in dealing with students and adults.

JOB DESCRIPTION

CLERK

Duties: The following is a description of those basic duties performed by a clerk. Each assignment may be different depending upon the department or building in which these tasks occur. Some of the positions may require additional responsibilities.

In general the clerk will be expected to perform the following duties:

- ▶ Data processing
- ▶ Typing forms, permits, and the like
- ▶ General office duties such as filing, making copies, sending communications, etc.
- ▶ Answering phones and forwarding calls appropriately
- ▶ Parent and/or student contact, but referring decisions to appropriate personnel
- ▶ County bid inventory
- ▶ Student records
- ▶ Other duties as assigned

Skills: The clerk position requires a variety of competencies including personal skills, basic communication skills and technical skills. For the purpose of this document and in order to distinguish between job categories, a few are listed.

- ▶ Average typing (45-50 WPM) and computer skills
- ▶ Minimal word processing skills
- ▶ Good communication skills
- ▶ Able to prioritize
- ▶ Good interpersonal skills in dealing with students and adults
- ▶ Organizational skills
- ▶ Maintain confidentiality

JOB DESCRIPTION SECRETARY

Duties: The following is a description of those basic duties performed by a secretary. Each assignment may be different depending upon the department or building in which these tasks occur. Some of the positions may require additional responsibilities.

In general the secretary will be expected to perform the following duties:

- ▶ Compose and type memos, letters, long documents
- ▶ Budget responsibilities to include the following:
 - Petty cash
 - Activity accounts
 - General accounts
 - Purchase orders
 - Tracking balances
 - Receipting funds
 - County bid compilation and inventory
- ▶ General office responsibilities such as phones, filing, copying, etc
- ▶ Parent/student decision making within the confines of district policies and procedures
- ▶ Tasks required in maintaining building programs
- ▶ Other duties as assigned

Skills: The secretarial position requires a variety of competencies including personal skills, good communication skills and technical skills. For the purpose of this document and in order to distinguish between job categories, a few are listed. By no means is this a complete list.

- ▶ Typing rate of 50-60 WPM
- ▶ Word processing competency
- ▶ Dictation
- ▶ Organizational skills
- ▶ Perform well under pressure
- ▶ Able to prioritize
- ▶ Good communication skills including ability to organize issues and compose memos etc.

Note: It is assumed that in the absence of a clerk, the secretary assumes those duties.

JOB DESCRIPTION

ADMINISTRATIVE SECRETARY

Duties: The following is a description of those basic duties performed by an administrative secretary. Each assignment may be different depending upon the building in which these tasks occur. Some of the positions may require additional responsibilities.

In general the administrative secretary will be expected to perform the following duties:

- ▶ Duties of a secretary or clerk when appropriate
- ▶ Compose and type confidential communications
- ▶ Oversee building budget
- Reconciling expenditures and account balances
- ▶ Payroll verification
- ▶ Maintain administrator's calendar and schedule
- ▶ Decisions made in order to maintain building programs
- ▶ Other duties as assigned

Skills: The administrative secretarial position requires a variety of competencies including, good personal skills, communication skills and technical skills. For the purpose of this document and in order to distinguish between job categories, a few are listed. By no means is this a complete list.

- ▶ Above average (60-65 WPM) typing skills
- ▶ Above average word processing skills
- ▶ Computer literate
- ▶ Dictation
- ▶ Organizational skills
- ▶ Excellent communication skills including ability to compose memos, letters, guidelines and the like.
- ▶ Perform well under pressure
- ▶ Able to prioritize
- ▶ Maintain confidentiality

Note: Many of these skills are the same as those listed for a secretarial position. It is understood that a higher level of competency is required.

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{Revised February, 1997}]

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