

4660

4/30/2001

MANISTEE EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION/MEA/NEA

AND

MANISTEE AREA PUBLIC SCHOOLS

MASTER AGREEMENT

EFFECTIVE: JULY 1, 1998 - JUNE 30, 2001

Manistee Area Public Schools

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT - 1995-98

INDEX

ARTICLE I	-	RECOGNITION	1
ARTICLE II	-	MANAGEMENT RIGHTS	2
ARTICLE III	-	EMPLOYEES RIGHTS/PROTECTION	3
ARTICLE IV	-	AGENCY SHOP - MANDATORY DEDUCTIONS	5
ARTICLE V	-	VACANCIES AND TRANSFERS	7
ARTICLE VI	-	SENIORITY, LAYOFF, AND RECALL	9
ARTICLE VII	-	WORK SCHEDULE & SCHOOL CLOSINGS	9
ARTICLE VIII	-	PAID LEAVES	11
ARTICLE IX	-	UNPAID LEAVES	12
ARTICLE X	-	CONTINUITY OF OPERATIONS	13
ARTICLE XI	-	GRIEVANCE PROCEDURE	14
ARTICLE XII	-	EVALUATION	16
ARTICLE XIII	-	LEAST RESTRICTIVE ENVIRONMENT	17
ARTICLE XIV	-	COMPENSATION	18
ARTICLE XV	-	HOLIDAYS	19
ARTICLE XVI	-	EMPLOYEE BENEFITS	20
ARTICLE XVII	-	DURATION OF AGREEMENT	21
EVALUATION	-	MANISTEE E.S.P.	22
LAYOFF	-	MEMO OF UNDERSTANDING	23

**MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001**

**ARTICLE I
RECOGNITION**

A. The Manistee Area Public Schools, hereinafter "employer" hereby recognizes Manistee Educational Support Personnel Association, Michigan Education Association (MEA), National Education Association (NEA), hereinafter the Union, as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et Seq. MSA 17.455(a) et. seq., (PERA), for all full time and regularly scheduled part-time paraprofessionals, employed or to be employed by the Employer but excluding:

Administrative Personnel
Teachers
Secretarial Personnel
Custodian Personnel
Transportation Personnel
Food Service Personnel

B. Unless otherwise indicated, use of the term "employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the Union, for the employees covered herein, there shall be the following categories:

- a. Full-time: An employee who is employed at least twenty (20) hours per week.
- b. Regularly Scheduled Part-time: An employee who is employed less than twenty (20) hours per week.
- c. Probationary: An employee who is employed to fill a full or part-time position for a trial period of thirty (30) work days.

**MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001**

**ARTICLE II
MANAGEMENT RIGHTS**

- A. The Board, on its own and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including the right:
- a. To exercise executive management and administrative control of the school system and its properties and facilities.
 - b. To hire all employees, and subject to the provisions of law and to the limitations of this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote and transfer all such employees.
 - c. To establish reasonable regulation, practices, and safety rules from time to time and distribute same to the employees.
- B. The exercise of the powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001

ARTICLE III

EMPLOYEES RIGHTS/PROTECTION

- A. Just Cause. No employee shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, discharge, or other actions of a disciplinary nature.
- B. An employee shall be entitled to have present a representative of the union during any meetings which will or may lead to disciplinary action by the employer.
- C. To encourage the employee to meet minimum standards of conduct in the performance of their work, a system of progressive discipline shall be fairly applied to all members of the bargaining unit. The following procedure will be established depending upon the severity of the violation, the following procedure will be established:
1. Discussion of problem(s) and oral warning(s).
 2. Written warning(s).
 3. Suspension(s) with pay.
 4. Suspension(s) without pay.
 5. Discharge.
- D. The parties agree that it is not the responsibility of an employee to render instruction to an entire classroom in the absence of a teacher; therefore, should such an absence occur, the employer shall provide a certified substitute to replace the teacher. Employees who are certified teachers shall be paid as a regular substitute teacher when working in that capacity.
- E. Any serious complaints by a parent of a student directed toward an employee shall be called to the employee's attention within five (5) working days of receipt of the complaint. Should the complaint be of such a nature that it requires an investigation by an agency that is not a part of the Manistee Public Schools, the notification to the employee shall be the responsibility of the investigating agency.

**MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001**

ARTICLE IV

AGENCY SHOP - MANDATORY DEDUCTIONS

- A. Each employee shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed 80% of the amount of MEA/NEA dues collected from association members. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each employee. Money so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the time-table for payment) pursuant thereto, applies only to non-union employees. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contribution in the Union as established by Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws, and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contribution from the regular salary check of the employee, each month for ten (10) months, beginning in September and ending in June of each year.

**MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001**

- D. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- E. Hold Harmless. The Association agrees to assume the legal defense of any suit or action brought against the Board or the School District, School Board Members, Agents, and Representatives, (for the deduction of the service fee) under the terms of this article, and the Association further agrees to indemnify and save the Board, the School District, School Board Members, Agents and Representatives of the Board of the School District, harmless against all claims, demands, costs, suits, damages, or other forms of liability, including back pay, and all court or administrative agency costs which may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.

**MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001**

ARTICLE V

VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as a newly created position or as a vacated present position or a temporary position that the Employer intends to fill on an ongoing basis. In the event the Employer determines that additional employee duties create a need to increase hours of work by more than one hour per day, on a regular basis, and the increased time in an assignment where continuity of service is not of legitimate concern, the additional time shall be considered a newly created position.

A "temporary vacancy" shall be defined as a temporary absence of an employee for less than sixty (60) consecutive work days. Vacancies which are not permanent, but extend beyond the sixty (60) day "temporary" time period shall be posted as any other vacancy.

- B. Vacancies shall be posted in each building or work area for a period of ten (10) workdays. Said postings shall contain the following information:

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

- C. Interested employees may apply in writing to the Superintendent, or designee, within the ten (10) day posting period. The employer shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to each employee who has furnished the Superintendent with adequate numbers of self-addressed, stamped, envelopes to their summer address.

Vacancies shall be filled with the applicant having the greatest seniority and the minimum qualifications for the position. Should no qualified employee apply, the Employer may fill the vacancy from any source.

- D. Upon request, a union designee shall receive notification of employees who applied for the position. Within ten (10) work days after the expiration of the posting period, the Employer shall make its decision as to which applicant has been selected to fill a position or provide reason why more time is required. Each applicant and the union shall be notified of who was selected to fill the position.

**MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001**

- E. Employees selected to fill a vacancy or transferred from one position to another shall be given up to a fifteen (15) work day trial in which to show his/her ability to perform on the new job. The Employer shall give reasonable assistance to enable him/her to perform up to the Employer's standards. The employee shall be evaluated using the standard evaluation form (see attached) prior to the end of the fifteen (15) work day trial period.

If the employee is unable to demonstrate the ability to perform the work required during the trial period, the employer may either extend the trial period up to fifteen (15) additional work days, or the employee shall be returned to his/her previous assignment. The affected employee may exercise the option to return to his/her previous assignment at any time during the trial period.

- F. Employees shall not be placed on a lower step on the wage scale due to transfers.
- G. The parties agree that involuntary transfers should be minimized whenever possible and made for just cause only.
- H. "Transfers" shall be defined as a reassignment to a position in a different classification, different building, or position with a change in hours of greater than thirty (30) minutes per day on a regular basis.

If the Employer deems it necessary to temporarily reassign an employee to other than his/her normal assignment, efforts will be made to avoid a reduction in the employee's wages as a result of a loss of hours. Such temporary assignments shall not exceed thirty (30) calendar days.

- I. Temporary Assignments: Temporary absences of employees in the unit may present opportunities for other unit employees to substitute for the absent employee. It is expected that the building administrator will distribute extra work opportunities throughout the available unit employees in the building.

Laid off employees shall be accorded opportunities to work as a substitute for unit employees who are absent for extended periods of time, which are known in advance to extend for two (2) or more weeks.

Nothing contained in this provision shall be construed as requiring the employer to provide a substitute for any or all of the assignment of an absent employee.

**MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001**

ARTICLE VI

SENIORITY, LAYOFF, AND RECALL

- A. Seniority. New employees hired into the unit shall be considered probationary for the first thirty (30) working days. When an employee finishes the probationary period they shall rank for seniority from the original date of hire. In the event that more than one individual has the same date of hire, position on the seniority list shall be determined by drawing lots. There shall be no seniority among probationary employees.
1. The seniority list will be maintained by the Employer and shall contain the date of hire, the names of all employees in the unit entitled to seniority, and the amount of seniority accrued.
 - a. The list shall be posted within thirty (30) days of the effective date of the contract.
 - b. Thereafter, the seniority list will be posted by October 1 of each year.
 2. Seniority shall be lost by an employee upon termination, resignation, or retirement.
 - a. When an employee is transferred to a non-bargaining unit position his/her seniority shall be frozen.
 - b. Thereafter, employees having seniority shall be laid off in inverse order of seniority provided the senior employee has the minimum qualifications for the position.
 - c. An employee who is laid off pursuant to this article, has the right to a position, for which they have the minimum qualifications, which is occupied by an employee with less seniority.
 - d. The Employer shall attempt to give affected employees thirty (30) calendar days notice of the layoff, but in no case will the employee(s) receive less than fourteen (14) calendar days notice.
 - e. Employees shall have the right to accept or reject part-time positions without affecting their right to a full time position.
- C. Recall. Recall of employees shall be in inverse order of layoff with the most senior employee on layoff recalled first, provided they possess the minimum qualifications for the position.
1. It shall be the responsibility of the employee to keep the Superintendent's office apprised of any change of address.
 2. No new employees shall be employed when there are members of the bargaining unit on layoff who possess the minimum qualifications for the position.
 3. Employees on layoff shall maintain recall rights for a period of three (3) years.

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001

ARTICLE VII
WORK SCHEDULE & EMERGENCY / SCHEDULED SCHOOL CLOSINGS

Emergency/School Closings

- A. Employees shall not be expected to work, but shall be paid their normal daily rate of pay on days that school is canceled due to emergencies, provided the canceled days are not rescheduled.

- B. On days when school is open but students are not in attendance, i.e., In service days, teacher days, etc., employees may be required by the employer to work their normal hours and receive their normal pay. Such time shall be used at the direction of the employee's immediate supervisor and shall involve activities that are normally within the employee's job description. The Employer shall give the employee five (5) working days notice of intent to schedule required work.

Work Schedule

- A. All full time employees shall receive at least one-half (½) hour unpaid lunch period scheduled approximately midday. It is recognized that specific duties of some aides may require supervision of students during the approximate noon time period and lunch breaks will need to be scheduled outside that time period.

- B. Each full time employee shall be granted two (2) 15-minute paid duty-free break periods, one scheduled approximately at the midpoint of the first half and the other scheduled approximately the second half of the day. Part-time employees who work two and one-half (2-1/2) hours or more shall be granted one (1) 15-minute paid duty free break period scheduled approximately half-way through their work schedule. The specific scheduling of the break periods shall be by mutual agreement of the employee and the supervisor.

- C. Prep Time: When it is administratively determined that preparation time is required for an employee to effectively carry out assigned duties, the employee shall be compensated for such time at his/her normal rate of pay.

- D. In service Time. Attendance at In service activities approved by the Administration shall not result in loss of pay. Should such activities occur outside the regular work schedule, compensation and expense reimbursement arrangements must be approved in advance.

**MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001**

ARTICLE VIII

PAID LEAVES

- A. Sick Leave. At the beginning of each work year, each employee shall be credited with ten (10) days of sick leave. Such days shall be earned at the rate of one (1) day per month for each month September through June. Unused portions of earned sick leave shall accumulate from year to year to a maximum of seventy (70) days. Should an employee terminate their employment with the district prior to the conclusion of any school year, wages paid for sick time used in excess of the pro-rated number of days earned shall be deducted from the employees final pay check. Should such check not be sufficient to cover the entire repayment obligation, the balance shall be immediately due and payable to the Manistee Area Public Schools. Unused days which have been earned, in excess of the accumulation maximum shall be surrendered annually at 25% of the normal daily wage.

Sick leave may be used for the following reasons:

1. Personal illness/disability;
2. Family illness with, and only with administrative approval;
3. Administratively approved days in excess of three funeral leave days for death in the immediate family.

- B. Personal Leave. Employees shall be entitled to two (2) personal leave days per year to be used at the discretion of the employee. The employee shall notify his/her immediate supervisor at least two (2) days in advance of the leave.
- C. Jury Duty. Any employee called for jury duty or subpoenaed to testify during the working hours in any judicial matter shall be paid their full compensation for such time. Any compensation received for such appearance minus travel expense shall be paid to the Board to offset wages paid.
- D. Funeral Leave. Employees may be granted up to three (3) days paid leave for members of the immediate family with additional approved time deducted from sick leave. Immediate family shall be interpreted as spouse, child, foster child, parent, grand parent, mother or father-in-law, child's other parent, or anyone who stood in that relationship to the employee.

**MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001**

- E. Perfect Attendance Bonus. Any employee who has used no sick leave during the contract year, shall be credited with one additional personal leave day to be used in the next contract year.

ARTICLE IX

UNPAID LEAVES

- A. Leaves of absence without pay or benefits for up to one (1) year may be granted upon written request from an employee. During said leaves, seniority shall be frozen after the first five (5) months of the leave. Requests for leaves shall include the reason for the leave, the beginning date and the ending date of the leave(s). An employee returning from leave shall be reinstated to the same or equivalent position he/she held when the leave began.
- B. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior twelve month period, is entitled to twelve work weeks of leave, during any twelve month period, without pay, but with group health insurance maintained for one or more of the following reasons.
- 1) Due to the birth of the employee's child in order to care for the child;
 - 2) due to the placement of a child with the employee for adoption or foster care;
 - 3) to care for the employee's spouse, child or parent who has a serious health condition; or
 - 4) due to a serious health condition that renders the employee incapable of performing the functions of his/her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves 1) inpatient care in a hospital, hospice, or residential medical care facility or 2) continuing treatment by a health care provide. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

- C. Association Leave The Union shall have three (3) days annually of unpaid Union leave time to allow union representatives to conduct union business. The Union shall access this time by written notice from the union president, at least forty-eight (48) hours in advance. In case of emergency, the forty-eight (48) hour notice shall be waived.

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001

ARTICLE X

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement, directly or indirectly, engage in or assist in a strike against the Employer, as defined by the Public Employment Relations Act.

- B. The Employer and the Union agree that they will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act. The Employer also agrees that it will not lockout any employee during the term of this Agreement.

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001

ARTICLE XI

GRIEVANCE PROCEDURE

- A. A grievance shall be a claim of a violation, misinterpretation or misapplication of some provision of the negotiated agreement.
- B. The term "days" shall mean working days.
- C. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practical.

1. Level One: An employee (group of employees or the Union) believing there to be a grievance shall within twenty (20) days of an alleged violation, or within twenty (20) days of the time he/she/they reasonably should have been aware of same, of the express provisions of this Agreement, shall orally discuss the grievance with his/her immediate supervisor or Principal individually, together with his/her Union representative or through the Union.
2. Level Two. In the event the aggrieved party, or the union is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance shall be reduced to writing and the matter shall proceed to Level Three of the grievance procedure within seven (7) days. The written grievance shall state the date of the alleged grievance, the specific provision of the Agreement allegedly violated, and the relief sought in the resolution of the grievance.
3. Level Three. Within seven (7) days from receipt of the grievance by the Superintendent, he shall render his response, in writing.
4. Level Four If the grievant or the Union is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within seven (7) days from the date the grievance was forwarded to the Superintendent, the grievant or the Union may, within ten (10) days, refer the grievance to the Board's Review Committee. Within fourteen (14) days from receipt of the written referral by the Board, its Review Committee shall meet with the Union's Representative(s) for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered in writing within ten (10) days of the meeting.
5. Level Five. If the Union is not satisfied with the disposition of the grievance by the Review Committee, or if no decision is reached within the ten (10) day period: within seven (7) days the Union will serve notice to the Board of its intent to seek State Labor Mediator assistance. If the mediator cannot achieve a voluntary resolution to a grievance, he/she shall convene a hearing to receive evidence and render an advisory decision.

**MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001**

D. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reasons of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing and processing grievances shall be designed, prepared, and distributed by the Superintendent and the Union.
5. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
6. Should an employee or the Union fail to institute a grievance or resubmit the grievance to the next level, within the time limits specified, the grievance will not be processed. If the employer fails to respond within the time limits specified, the grievance shall be automatically advanced to the next level.
7. In the case of employee termination, the grievance shall begin with the superintendent level.

**MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001**

**ARTICLE XII
EVALUATION**

- A. Probationary employees shall be evaluated on or before the expiration of their probationary period. Thereafter each employee shall be evaluated annually. Probationary employees shall have an informal evaluation on or about the midpoint of the probation.

- B. Each employee upon employment or change in job classification or job description shall be apprised of the criteria upon which he/she will be evaluated. Evaluations shall be done by the building principal with consultation by the teacher(s) with whom the employee works.

- C. All evaluations shall be reduced to writing, a copy given to the employee, and an opportunity afforded the employee to discuss the evaluation. If a supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the employee is to improve, and the assistance to be given by the employer towards that improvement. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

The written evaluation shall bear both the signature of the supervisor and the employee, with a copy given to the employee. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may substitute additional comments to the evaluation if he/she desires.

- D. In the event an employee is not continued in employment as a result of an adverse evaluation, the employer shall forewarn the employee prior to the evaluation conference between the employer and employee, extending the opportunity for the employee to be represented by the Union at such conference. The employer shall present the employee with the specific reasons for termination in writing at the conference. If the employee opts not to be represented by the union, notification of the termination shall be supplied to the Association President within seven (7) days following the conference.

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001

ARTICLE XIII

LEAST RESTRICTIVE ENVIRONMENT

- A. Notice and Training. Any employee required to provide school health services shall be given all the following: 1) a copy of a written Medical Procedure Authorization, completed and signed by a licensed physician and the student's parent or guardian; 2) appropriate training by a licensed health professional regarding the functions delegated to the employee in the authorization. All costs, including the time taken by the member, in connection with the training shall be paid by the Board.
- B. IEP Participation. Any employee who will be, or has been, providing services to a special education certified student in a regular education classroom setting shall be informed of the individual educational planning committee (IEPC) meeting(s) which may initially place (or continue the placement of) the student in a regular education classroom.

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001

ARTICLE XIV
COMPENSATION

	<u>Probationary</u>	<u>Post-Probationary</u>	<u>1-Year+</u>	<u>4-Years+</u>	<u>7-Years+</u>
<u>1998-99</u>					
1998/99	-\$6.50	-\$6.75	\$7.85	\$8.05	\$8.25
1999/2000	-\$6.60	-\$6.85	\$8.05	\$8.25	\$8.45
2000/01	-\$6.70	-\$6.95	\$8.25	\$8.45	\$8.65

(Note: Employees hired prior to 7-1-98 shall not lose pay under this wage schedule)

Experience Adjustments beyond the post-probationary period are to be made at the beginning of each semester only.

Longevity Payments: Qualify by June 1st; payable in June.

Adjustments to 1 year+ to be made at the beginning of each semester only.

- Over 10 years - 2 additional days pay.
- Over 15 years - 3 additional days pay.
- Over 20 years - 4 additional days pay.

Note: No employee with over 10 years of employment with the District shall receive less than \$100 per annum longevity payment.

Health Care Employees who are assigned to specific student(s) shall be paid for a minimum of two(2) hours of work at his/her normal rate, if they are not notified at least thirty (30) minutes prior to their normal reporting time, that they need not report to work due to the absence of the particular student to whom they are assigned. If the employer required the employee to "stand by" for possible call-in, the employee shall be compensated at the rate of \$5.00 per hour for the duration of the "stand-by" period.

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001

ARTICLE XV

HOLIDAYS

Employees shall be granted six (6) paid holidays each school year as follows:

- Labor Day (If school begins before Labor)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Memorial Day

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001

ARTICLE XVI

EMPLOYEE BENEFITS

1998-99

Employees working a regular schedule of twenty-five (25) or more hours per week shall be eligible for a mutually agreed vision, LTD, and health insurance up to a combined total premium of \$225 per month; or vision, LTD, and cash supplement totaling \$125 per month. Employees working a regular schedule of less than twenty-five (25) hours per week shall be eligible for the vision, LTD, health insurance, and/or cash supplement totaling \$75 per month.

1999-2000

Employees working a regular schedule of twenty-five (25) or more hours per week shall be eligible for a mutually agreed vision, LTD, and health insurance up to a combined total premium of \$250 per month; or vision, LTD, and cash supplement totaling \$138 per month. Employees working a regular schedule of less than twenty-five (25) hours per week shall be eligible for the vision, LTD, health insurance, and/or cash supplement totaling \$85 per month.

2000-01

Employees working a regular schedule of twenty-five (25) or more hours per week shall be eligible for a mutually agreed vision, LTD, and health insurance up to a combined total premium of \$275 per month; or vision, LTD, and cash supplement totaling \$150 per month. Employees working a regular schedule of less than twenty-five (25) hours per week shall be eligible for the vision, LTD, health insurance, and/or cash supplement totaling \$95 per month.

Employees electing an annuity shall do so through a salary reduction agreement.

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001

ARTICLE XVII
DURATION OF AGREEMENT

This Agreement shall be effective upon ratification, and shall continue in effect until midnight, June 30, 2001.

MANISTEE BOARD OF EDUCATION

Date: _____

By: _____

Date: _____

By: _____

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Date: _____

By: _____

Date : _____

By: _____

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
EVALUATION

Name: _____ Date: _____

Position: _____

I. Job Description Evaluation

A. Describe the employees quality of performance of job responsibilities.

B. Describe the employees strong point(s) as it relates to the performance of job responsibilities.

C. Describe the employee's weak point(s), if any, as it relates to the performance of job responsibilities.

II. Comments (To be used if there is a need to make any other comments not covered above).

III. Considering all factors, the work performance of this employee is:

(Check one) _____ Satisfactory _____ Unsatisfactory

Supervisor Signature _____ Date: _____

Employee Signature _____ Date: _____

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MASTER AGREEMENT -1998-2001

MANISTEE AREA PUBLIC SCHOOLS

-and-

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MEA/NEA

Memo of Understanding

The Board and the Union understand that should a layoff be necessary during the course of this Agreement, the reduction of employee hours to bring about the reduction of insurance benefits is not the intent of the parties.

MANISTEE AREA PUBLIC SCHOOLS
BOARD OF EDUCATION

MANISTEE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

By: Edward J. Sney

By: Susan Frain

By: John D. Radtke

By: _____

Date: _____

Date: _____

B:13-B Contracts/MESP95-8
C:MESP95-8