

7/1/86

ESP
AP

6/30/86

9B
85-
9/30/86
417.00
21
~~dict~~

SOUTHKENT COUNTY EDUCATION CONSORTIUM

SUPPORT STAFF MASTER AGREEMENT

1985-86

SOUTHKENT COMMUNITY EDUCATION CONSORTIUM

MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION

Southkent Community Education Consortium

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1985, by and between Southkent Community Education, a Consortium (hereinafter called the Employer) and the Michigan Education Support Personnel Association/Michigan Education Association (hereinafter called the Association) affiliated with the National Education Association. The MESPA/MEA is acting through its local affiliate, the Southkent Community Education Association (hereinafter referred to as the Local Association). Any contractual reference to Local Association shall refer only to members of this bargaining unit as defined in Article I-A.

PREAMBLE

The Employer and the Association, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize.

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

ARTICLE I Recognition

1-A. The Employer recognizes the Association as the sole and exclusive bargaining agent for all employees in the unit and classifications established by the Michigan Employment Relations Commission, Case No. R84-F-188, who are employed by the Employer in the following positions:

All aides/paraprofessionals including clerical aides, pre-school aides, child care aides, job developers, custodians and courier, excluding all other non-certified personnel, certified teachers, coordinators, directors, supervisors and community service personnel and all other employees.

1-B. The term "employee", when used hereinafter in this Agreements, shall refer to all employees represented by the Association in the bargaining unit as defined in 1-A above and reference to female employees shall include male employees.

1-C. The term "Employer", when used hereinafter, shall refer to the Consortium and its administrative agents.

ARTICLE II
Waiver Clause

2. The parties acknowledge that during the bargaining 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 both parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer 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 not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE III
Entire Agreement Clause

3-A. This Agreement supersedes and cancels all previous Agreement, verbal or written or based on alleged past practices preceding the ratification date of this Agreement between the Employer and the employees and constitutes the entire Agreement between the parties. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

3-B. This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof, may be altered, changed, added to or deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

ARTICLE IV
Separability and Saving Clause

4-A. If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application by such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of, has been restrained shall not be affected thereby.

4-B. The Employer and the Association may, by mutual consent, agree to negotiate a new Agreement concerning the provision(s) of

the Agreement that have been determined to be illegal.

ARTICLE V
Employee Rights

5-A. Pursuant to Michigan's Public Employment Relations Act, the Employer hereby agrees that every member of this bargaining unit shall have the right to organize, join and support the Association for the purposes of engaging in collective bargaining and other concerted legal activities for mutual aid and protection. As duly elected bodies exercising governmental power under color of the laws of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her membership in the Association, her legal participation in any activities of the Association or collective bargaining with the Employer, or her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.

5-B. Employees and their representative shall have the right to use a Southkent building at reasonable hours for Association meetings. Arrangements must be made in advance with the administrator in charge of scheduling use of the buildings. Failure to make proper arrangements could result in loss of further building use by the employees and representatives.

5-C. Employee Association Representatives shall have the right, with permission from their Program Administrator, to use Southkent typewriters, ditto duplicator, calculators and audio-visual equipment for Association business at reasonable times, when such equipment is not otherwise in use with the understanding that said employee shall pay for all expendable materials used. The employees are responsible for any and all damages to Southkent equipment due to negligence or misuse by the employee.

5-D. Employee Association Representatives shall have the right to put notices of Association activities and matters of Association concern on bulletin boards owned by Southkent Community Education.

5-E. The Employer agrees to make available to the Association, through the Executive Director, in response to written request, prepared financial information of the Consortium in the form maintained by the administering school district and available to the constituents of the district and other previously prepared materials necessary for bargaining and grieving.

5-F. Employee Association Representatives shall be permitted to transact official Association business with employees on school property provided that it does not occur during class time. Association Representatives, not employed by the Consortium, are to obtain permission from the building administrator prior to conducting Association business on school property. Such permission shall be fairly applied.

5-G. Employee Association Representatives shall have the right to use Southkent Community Education internal mail delivery service to communicate with Association members without cost.

5-H. The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex or marital status.

5-I. Employees will have the right to review the contents of their personnel file pertaining to said employees originating after initial employment and to have a representative of the Association accompany employees in such review. The Employer, or his designee, shall have the right to be present at such review. All written evaluations or written complaints shall be discussed with the employees prior to their placement in the employee's personnel files.

5-J. Any case of an assault upon an employee, by a student, shall be promptly reported to the Employer prior to leaving the premises. The Employer shall promptly render all reasonable assistance to the employees when possible, to prevent injury. The Employer shall reimburse the employee for malicious damage or destruction of the employee's property by students, not covered by insurance, provided such damage for destruction occurred on school premises and was not occasioned by the negligence or provocation of the employee.

5-K. Employees shall be entitled to full rights of citizenship and no religious or political affiliations of the employees, or lack thereof, shall be grounds for discipline or discrimination with respect to the employment of such employees.

5-L. The Local Employee Association shall have three (3) paid leave days per year for the use of its employee representatives to conduct Association business or participate in Association activities. The Local Association Representative shall submit written request five (5) days in advance and reimburse the Employer for the cost of substitute employees when they are used in order to grant such leave.

ARTICLE VI Employer Rights

6-A. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under Michigan General School Laws or any other laws or

regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Employer had prior to this Agreement are retained by the Employer.

6-B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer 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 terms of this Agreement. Such rights shall include, by way of illustration and not of limitation, the right to:

B-1. Manage and control its business, its equipment and its operations and to direct the working forces, affairs and activities of its employees during working hours are vested exclusively with the Employer.

B-2. Continue its rights, policies and practice of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or program hours or days.

B-3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and lay-off employees, but not in conflict with the provisions of this Agreement.

B-4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, and disseminating its services and the means, methods, and processes of carrying on the work including automation or contracting thereof or the institution of new methods or changes therein.

B-5. Determine the qualifications of employees.

B-6. Determine the number and location or relocation of its facilities and programs including the establishment or relocations of new programs, facilities, departments, divisions or subdivisions thereof and the closing of programs, facilities, departments, divisions or subdivisions.

B-7. Determine the source of equipment, materials, and supplies.

B-8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

B-9. Determine the size of the management organization,

its functions, authority, amount of supervision and table of organization.

B-10. Determine the policy affecting the selection, testing, or training of employees, to determine or redetermine job content within their classifications and to establish hiring procedures. Employment conditions of new classifications within the bargaining unit shall be negotiated with the Association.

B-11. The Employer shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.

6-C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan and the Constitution of the United States.

6-D. Except as expressly provided otherwise in this Agreement, the determination and administration of Consortium policy, the operation and management of the program, and the direction of employees are vested exclusively with the Employer.

6-E. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

ARTICLE VII Negotiation Procedures

7-A. Not less than sixty (60) days prior to the expiration of this Agreement, and upon written notice by the Association, the parties will begin negotiations on a successor Agreement.

7-B. Normally negotiations shall be scheduled outside the regular work hours. The Employer, at his discretion, may approve scheduling negotiations during regular work hours and provide released time for negotiation team members.

7-C. There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the Employer and one (1) by the Association.

7-D. Copies of the official Agreement shall be printed at the expense of the Employer as soon as possible after ratification, and distributed to all bargaining unit members now employed or

hereafter employed by the Employer.

7-E. The Employer shall provide the Association ten (10) copies of the Agreement without charge to the Association.

ARTICLE VIII
Grievance Procedure

8-A. The purpose of the grievance procedure is to secure, at the lowest administrative level, equitable solutions to alleged violations of the specific terms of this Agreement.

8-B. With respect to this Agreement, the term "Grievance" is a claim by the Association on behalf of an employee(s) or by an employee(s) that the Employer has violated a specific term or terms of this Agreement.

8-C. Grievances are to be processed as rapidly as possible. No grievance filed by the Association or employee shall be valid unless submitted in writing within twenty (20) work days after the occurrence or circumstance on which said grievance is based. If appropriate action is not taken after each disposition within the time limit specified, the grievance will be deemed settled on the basis of the last disposition. The time limits specified may, however, be extended by mutual agreement of the parties.

8-D. In the event an employee believes there is a basis for a grievance, the employee shall discuss the alleged grievance with her Program Administrator (Director, Coordinator, Full-time Supervisor) informally within ten (10) working days of discovering the alleged grievance. The employee shall be entitled to have a representative present during such discussion. If the employee chooses to have a representative present, the administrator shall be entitled to have a member of the administration present. If the matter cannot be resolved informally at this meeting to the satisfaction of the grievant, the following formal procedures are to be followed:

D-1. Step 1 The grievant may file a formal written grievance using the appropriate grievance form. Such formal grievance is to signed by the grievant and/or the Association representative with copies delivered to the Program Administrator and Executive Director within ten (10) working days after the informal meeting.

D-2. Within five (5) working days of the receipt of the grievance, the Program Administrator or his designee, may meet with the grievant and/or representative in an effort to resolve the alleged grievance. Within this same period, the Administrator shall render his disposition in writing and furnish a copy thereof to the grievant and Executive Director.

D-3. Step 2 If the grievant is not satisfied with the

disposition by the Administrator or if no disposition has been rendered within the five (5) working days of receipt of the grievance, the grievance shall be submitted to the Executive Director within five (5) working days. Grievances filed as Association grievances may, at the option of the Association, be initiated at Step 2 of the formal grievance procedure.

D-4. Within five (5) working days of receipt of the grievance, the Executive Director, or his designee, shall meet with the grievant and/or her representative in an effort to resolve the alleged grievance.

D-5. Step 3 If the grievant is not satisfied with the disposition by the Executive Director, or his designee, the Association, on behalf of the grievant, shall have twenty (20) working days to request arbitration, by written notice, to the Executive Director. If the parties cannot agree to an arbitrator within five (5) working days, the arbitrator shall be selected by the American Arbitrator Association in accord with its selection rules.

5-a. The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree to be bound by the award of the arbitrator and agree that judgement there on may be entered in any court of competent jurisdiction.

5-b. The arbitrator shall have no authority

GRIEVANCE REPORT FORM

Grievance#	Southkent Community Education Consortium	Distribution of Form	
Subsit to Prog. Admin. in Duplicate		1. Ex. Director 2. Prog. Admin. 3. Association 4. Grievant	
Building	Assignment	Name of Grievant	Date Filed

Step 1

A. Date Cause of Grievance Occurred:

B. 1. Specific Article (s) Violated:

2. Relief Sought:

Signature

Date

C. Disposition of Prog. Administrator:

Signature

Date

D. Disposition of Grievant and/or Association:

Signature Date
If additional space is needed in reporting Section B of
Step 1, attach an additional sheet Grievance Report Form

Step 2

- A. Date Received by Executive Director:
- B. Disposition of Executive Director:

Signature Date
C. Position of Grievant and/or Association:

Signature Date

Step 3

- A. Date Submitted to Arbitration:
- B. Disposition and Award of Arbitrator:

Signature Date

ARTICLE IX
Association Membership and Dues

9-A. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Association as they see fit. Neither party shall exert pressure on or discriminate against an employee regarding her preference on membership.

9-B. Except as provided elsewhere herein, employees in the bargaining unit shall, on the sixtieth (60th) day following the beginning of their employment, either:

B-1. Become members of the Association, or

B-2. Pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, or

B-3. Contribute a donation to the Southkent Student Scholarship fund equivalent to the amount of dues uniformly required of members of the Association.

9-C. Employees shall have the option of paying their dues, service fees or contributions directly to the Association or Employer or authorize their payment by payroll deductions. In the event that no dues, service fee or contribution has been paid directly or by authorized deduction, the Employer shall deduct such dues, service fee or contribution from the employee's wages and remit same to the Association or Scholarship fund after each pay period.

9-D. Employees who desire to have their dues, voluntary political action contributions, service fees or contribution payments by payroll deduction must submit signed authorization to the Executive Director. Such authorization shall continue in effect from year to year, unless revoked within the last thirty (30) days of each school year for the subsequent year.

9-E. Payroll deductions shall be made each pay period in equal amounts as nearly as may be possible, during the employee's work year.

9-F. The Association agrees to indemnify and save the Employer, and all administrators harmless against any and all claims, demands, costs, suits or other forms of liability and all court or other administrative agency costs that may arise out of action taken by the Employer for the purpose of complying with this Article. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

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

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

ARTICLE X
No Strike Agreement

10-A. The Association and each employee agree that during the term of this Agreement with Southkent Community Education Consortium they will not encourage, participate in or cause any interruption in the educational program of the Consortium. Nor will they directly, or indirectly, engage in, or assist in, any strike against the Consortium.

10-B. As used in this Article, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's assigned position, the stoppage of work, or the abstinence, in whole or in part, from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment.

10-C. Nothing contained in this Article shall be construed to limit, impair or affect the right of any employee to the expression or communication of a view, grievance, complaint or opinion of any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of their duties of employment.

10-D. The Association and its employee members agree they will not directly or indirectly take reprisals of any kind against employees who continue or attempt to continue the full, faithful and proper@ performance of their duties or who refuse to participate in any activity prohibited in this Article.

10-E. Violation of this Article by an employee or group of employees may constitute cause for discipline including discharge.

ARTICLE XI
Employee Classifications

11-A. A full-time Community Education employee is defined as an employee assigned to perform work duties for a minimum of 1480 hours per school year in specific bargaining unit job classifications.

11-B. A part-time Community Education employee is defined as an employee assigned to perform work duties for less than 1480 hours per school year in specific bargaining unit job classifications.

11-C. Substitute employee is a person who takes the place of a full or part-time employee on a non-permanent basis until the regularly assigned employee returns or is replaced. Substitute employees are not members of the bargaining unit and are not covered by the terms of this Agreement. Employees in the bargaining unit who substitute for an employee for a semester or more shall be eligible for all additional benefits during the term of such substitution.

11 D. Temporary worker is a person who provides additional services when help is required in a job assignment or position, not of a permanent nature, for a maximum of ninety (90) days. Temporary workers are not members of the bargaining unit and are not covered by the terms of the Agreement. Such temporary positions will be posted in accordance to the Agreement.

11-E. A probationary employee is a person employed to fill a vacant or newly established full-time or part-time position for a trial period of sixty (60) working days.

ARTICLE XII Work Year and Assigned Work Hours

12-A. The Community Education programs are scheduled as much as possible to be in line with the school year of the districts that comprise the Consortium. The Community Education school year shall be 185 work days within the months from September through June of each school year.

12-B. The Executive Director, with assistance from the Program Administrators shall be responsible for assigning the specific work days and hours for employees working in each of the various Community Education programs.

12-C. Community education enrollments and program needs fluctuate within a given school year. Employee assignments as to days and hours may, of necessity, change periodically during the school year.

12-D. Employees are to be at their work stations on time and are to remain until the end of the assigned work day or evening.

12-E. Employees with a work day assignment of three (3) hours or more shall be entitled to a break period of fifteen (15) minutes. Employees with a work day assignment of six (6) hours or more shall be entitled to an additional break period of fifteen (15) minutes. In programs where it is impossible for the administration to provide break periods, employees shall be compensated for their entitled break period time.

12-F. All employees with an assignment of five (5) hours or more per day shall be entitled to an unpaid, duty free one-half (1/2) hour lunch period.

12-G. Employees who have completed their regular work hours and have left the premises and are called back to work additional time, shall be guaranteed a minimum of two (2) hours pay.

12-H. Employees shall be compensated at time and one-half (1-1/2) for work in excess of forty (40) hours per week. Hours paid shall be considered hours worked. For the purpose of computing overtime compensation, the work week shall start on Monday and shall terminate the following Sunday.

ARTICLE XIII Compensation and Payroll Deductions

13-A. Employee's wages shall be paid in bi-weekly installments during their work year. Required deductions, such as F.I.C.A., State and Federal Withholding Tax, will automatically be taken from the gross earnings each pay period.

13-B. Deductions shall be made to cover the cost of optional benefits provided in the Employer sponsored insurance plan which are not provided for or paid by the Employer.

13-C. Upon appropriate written authorization from the employee, the Employers shall make deductions for annuities, credit union, savings bonds, United Fund, or any other programs approved by the administering Board.

13-D. The basic hourly rate of pay for employees shall be as set forth in Appendix A. The hourly rate thus specified shall be in effect without deviation during the duration of this Agreement. Compensatory time off in place of compensation shall not be considered a deviation if agreed to by the employee and Employer.

13-E. If employees assigned programs are expanded in a given year, employees required to work the additional time shall be compensated at their regular rate of pay.

13-F. Employees shall receive one step on the wage schedule for each year of employment with the Employer, provided they worked a full semester or more each year.

13-G. Employees volunteering to do recruiting work outside their normal work assignment shall be compensated at Employer's regular recruiting rate of pay.

13-H. Employees shall be given full credit for previous work experience with Southkent Community Education when rehired in that classification employees may be given up to three (3)

years credit on the salary schedule for comparable experience outside the consortium.

13-I. The Employer encourages employees to take courses related to their work assignment. Tuition for such courses shall be paid by the Employer. If such course is offered in the Southkent program, tuition will be waived. Approval or rejection of tuition for all such course work shall be at the discretion of the Executive Director.

13-J. Employees who are administratively required to use vehicles in their continuous work assignment with no more than a one-half (1/2) hour break, shall be compensated at the rate of twenty-five cents (25) per mile.

ARTICLE XIV Employee Conduct

14-A. The Employer may adopt policies, rules and regulations not in conflict with the terms of this Agreement, governing the employment related conduct of employees. All employees are expected to comply with said policies, rules and regulations.

14-B. No employee will be disciplined, demoted, dismissed, suspended with or without pay, without just cause. Just cause shall include, but not be limited to, habitual tardiness, habitual unreported absence, falsification of personnel or other records or reporting for duty while under the influence of intoxicants or non-prescription drugs.

14-C. An employee, after being warned or reprimanded, in writing, or disciplined for any infraction of rules or regulations governing discipline or delinquency in performance, shall be entitled to meet with the administration and to have an Association representative present when such a meeting is requested. In the event of possible discharge, the Association representative will be notified and have opportunity to meet with administration and employee prior to any final action.

14-D. The employees acknowledge the responsibility of administrators to exercise the authority to reassign any employee's duties to meet any emergency situation.

14-E. The Association and the Employer agree that the probationary employee is only hired for a trial period of time. In the event a probationary employee is discharged, said probationary employee will receive a written statement of reason(s) for discharge and such discharge shall not be subject to the grievance procedure.

ARTICLE XV
Employee Evaluation

15-A. The evaluation of the performance of employees is the responsibility of the Employer.

15-B. Employees shall be evaluated on their performance, work habits and behavior while on duty for the Consortium. The criteria for evaluating shall be made known to the employees at the beginning of each school year.

15-C. All monitoring or formal observation of the work of employees shall be conducted openly and with full knowledge of the employees.

15-D. Employees shall be evaluated when performance seems to warrant it, but each employee will have a formal evaluation at least once a year.

15-E. The evaluator will discuss the formal evaluation report with the employee and allow five (5) days for the employee to respond, in writing, to the evaluation, if necessary, prior to placing the evaluation in the employee's personnel file.

15-F. The content of formal employee evaluations shall be grievable only through Step-2 of the grievance procedure and not subject to any form of arbitration proceedings.

15-G. It shall be the evaluator's responsibility to provide assistance and/or directions in an attempt to rectify any difficulties noted in the evaluation.

ARTICLE XVI
Retirement

16-A. Any employee who attains the age of seventy (70) shall be retired on her seventieth birthday, or, upon written request to the Executive Director thirty(30) days prior to her seventieth birthday, shall be allowed to continue to work until the end of the school year within which she has attained the age of seventy (70). For the purpose of this Article only, the school year shall be from July 1, through June 30, of the succeeding year.

16-B. Employees may submit a written request to the Executive Director to be retained as an employee beyond the age of seventy (70). Approval or denial of such request shall rest solely with the Employer.

ARTICLE XVII
School Closure

17-A. In the event that weather conditions or other building conditions make it unsafe or impossible to maintain normal

operations, employees will be notified not to report to work and will be considered to be on short term lay-off.

17-B. The Employer will schedule make-up time (within the normal work year if possible) to avoid any loss of gross annual wages.

ARTICLE XVIII
Paid Leave Days

18-A. Employees with a work assignment of ten (10) hours or more per week, shall earn paid leave time at the rate of one (1) hour paid leave for every twenty (20) hours of work to a maximum of seventy-two (72) hours each school year accumulative to ten hundred sixty (1060) hours.

18-B. Employees will receive notice in the first semester of each school year of the number of accumulative paid leave hours they have earned. No employee shall leave the employ of the Consortium using more paid leave hours than earned.

18-C. Accumulated paid leave days may be used for the following reasons:

C-1. Personal illness or injury which renders the employee temporarily unfit for work.

C-2. Illness in the immediate family (spouse, parent, grandparent, child, grandchild, step-child, or step-parent) not to exceed five (5) days each school year.

C-3. Time necessary to attend the funeral service of a person whose relationship to the employee warrants such attendance, not to exceed two (2) days per school year.

C-4. Bereavement for death in the immediate family (spouse, parent, grandparent, child, grand-child, brother, sister, step-parent, step-child, and parent-in-law) not to exceed five (5) days per incident.

C-5. Employees who have been employed by Southkent for one (1) full year or more, are eligible for one (1) business day each school year to transact business which cannot be handled outside their assigned work hours under the following conditions:

5 a. Written application, stating the reasons for such absence, must be submitted on a change-of-status form to the Executive Director five (5) days in advance. The reason required for use of such days shall be limited to meeting the criteria stipulated in this Article.

5-b. Such leave shall not be taken the first working day preceding or following a holiday or vacation period, except with approval of the Executive Director.

5-c. Such leave shall not be used for rendering

services or working with or without remuneration for one's self or for anyone else, for hunting, fishing, or other recreational activities or to seek other employment.

5-d. Such leave shall be approved or denied on the basis of meeting the conditions of this Article.

5-e. Business day leave shall be limited to five (5) employees each work day.

C-6. Extended illness or disability (including pregnancy disability) for a period in excess of ten (10) consecutive work days provided:

6-a. The employee shall notify the Personnel Office and accompany such notification by a statement from the attending physician specifying the disability and its probable duration.

6-b. The employee is to report to work on the date the employee's physician states she is able to return to work.

6-c. Prior to returning, the employee must submit a signed statement from her physician stating the employee is capable of returning and performing the full duties of her assignment.

6-d. The Executive Director shall have the right to request additional medical information or a review of the medical records by a physician of his choice, at the Employer's expense, whenever the length of the disability is in question. If disagreement arises, the Employer may require an examination, at the Employer's expense, by a physician agreed upon by the parties of this Agreement.

6-e. Failure to report to work on the date the disability ends, without a justifiable reason, shall be considered as voluntary termination of employment.

C-7. Employees injured in the course of their employment and eligible to receive benefits under Michigan Workers' Compensation Act shall have the option to use up their paid leave days prior to application for compensation or drawing Workers' Compensation at the first eligible date.

18-D. Employees will receive additional paid leave days when subpoenaed for jury duty or to give testimony before any judicial or administrative tribunal. Request for such leave is to be submitted as soon as possible but not later than three (3) working days after receipt of such notice. The employees shall be compensated for the difference between their pay and any per diem received for such services. The employees are required to report to their Program Administrator when their presence is not required in court.

18-E. Employees will receive additional paid leave time to attend employee workshops when required by the Employer. The Employer shall pay for reasonable workshop expenses.

18-F. In all cases when employees find it necessary to be absent from work, they must notify the appropriate administrative office as soon as possible, but no later than two (2) hours prior to work time, except in emergency situations, stating the reason for their absence, unless directed otherwise by the Program Administrator.

18-G. The Employer may, at his discretion, require a medical report for absences due to illness or injury in excess of three (3) consecutive days.

18-H. Any employee who willfully violates or misuses this leave policy or misrepresents any statement or condition under this policy may be subject to disciplinary action including loss of pay.

18-I. Employees must complete an absence report form immediately upon their return to work from such leave.

18-J. Cumulative paid leave days shall terminate at the severance of employment. Employees with five (5) full years of service, or more, shall be compensated at the rate of \$5.00 for each day of unused accumulated paid leave days.

18-K. Employees who are eligible for paid leave days and have exhausted their paid leave, may borrow from other employees under the following conditions:

K-1. The employee receiving the leave, has been employed by Southkent for a minimum of two (2) years.

K-2. A waiting period of one (1) week after exhaustion of leave shall be required prior to using days donated by employees.

K-3. A maximum of twenty-five (25) days may be borrowed and used in a school year.

K-4. Payment for donated days shall be at the receiving employee's salary or donor's salary, whichever is less.

K-5. The donor must stipulate such donation in writing.

ARTICLE XIX
Unpaid Leave of Absence

19-A. Leaves of absence without pay may be granted for a period not to exceed one (1) school year for the following reasons:

A-1. A medical leave of absence for personal illness or injury after paid leave days have been exhausted.

A-2. Child care leave of absence when conditions at home require the employee to remain at home to care for the child.

19-B. Unpaid leaves of absence shall be granted under the following conditions:

B-1. Only employees with eighteen (18) months or more of consecutive service are eligible for unpaid leave.

B-2. Written application for such leave, stating the reason and the beginning and ending dates of the leaves, must be submitted, in writing, at least thirty (30) days prior to the beginning date of the leave for employees not on paid leave, except in cases of emergency. Employees on paid leave must submit written application prior to exhaustion of paid leave. Employees applying for medical leave must submit a physician's statement indicating the probable date of return from leave.

B-3. The maximum length of the leave shall be for the duration of the semester for which the leave is granted and the following semester.

B-4. Insurance paid by the Employer shall terminate at the end of the month in which the leave begins.

B-5. All other benefits will be frozen on the beginning date of the leave and no benefits shall accrue during such leave.

B-6. No work experience will accrue during such leave

and the employee, when reinstated, shall be placed at the same pay level she had prior to the leave.

B-7. Employees on medical leave will be required to submit a statement from their physician that they are able to return to work and fulfill the full functions of their job prior to returning to work.

B-8. Failure to return to work on the date specified, without reason, shall be considered voluntary termination of employment.

B-9. Reinstatement shall be to the employee's former job assuming that position has not been eliminated.

19-C. Extension of unpaid leaves of absence or leaves for other reasons may be requested of the Employer. The Employer reserves the right to approve or deny such request and to stipulate all the conditions for such leave if granted.

19-D. An employee on child care leave may terminate the leave after the birth of the child or in the event of death of said child and shall be eligible to return to work at the beginning of the next term or semester.

ARTICLE XX Seniority

20-A. Seniority shall be defined as length of service with the Employer as a member of the bargaining unit. Employees must work a semester or more each year to accumulate seniority. Accumulation of seniority shall begin from the employee's first working day of continuous employment from July 1, 1983.

20-B. In the event that more than one employee has the same starting date of work, position on the seniority list shall be determined by the highest last three (3) digits of the employee's Social Security number.

20-C. Seniority shall be earned and accumulated within the individual's job classification. Employees involuntarily transferred shall transfer their accumulated seniority to the new classification. Employees voluntarily transferred shall retain their accumulated seniority but shall not transfer it to the new classification. Seniority shall be earned by assigned work experience in the following classifications:

- C-1. Job Developers *AP**
- C-2. Paraprofessionals (classroom aides) *AP1**
- C-3. Aides (child care, clerical, custodial, courier) *AP3*
- C-4. Pre-school Aides *AP1***

20-D. Employees employed prior to July 1, 1983, shall be granted seniority for those years of continuous service prior to 1983 to be applied to their present job classifications.

20-E. Employees will continue to accrue seniority during all paid leave time and will continue, but not accrue, seniority during approved unpaid leave time and lay-off if such unpaid leave and/or lay-off is more than one (1) semester in duration.

20-F-1. An employee will lose her seniority and terminate her employment with the Employer for the following reasons:

1-a. Employee quits or retires.

1-b. Employee is discharged and not reinstated.

1-c. Involuntary lay-off for more than two (2) calendar years.

1-d. If a settlement with the employee has been made for a total disability under Workers' Compensation.

1-e. Failure to return to work, without a justifiable reason, on the specified date when recalled from lay-off.

20-F-2. An employee may lose her seniority and terminate her employment with the Employer for the following reasons:

2-a. Failure to return to work from a termination of an unpaid leave of absence, without a valid reason.

2-b. If an employee gives a false reason for an unpaid leave of absence.

2-c. If the employee falsifies information on her application for employment.

2-d. Employee is absent for one (1) working day without notifying the Employer and without a justifiable reason.

20-G. An employee who is hired for a limited period of time to substitute for one or more employees during their approved leaves of absence, or for a position which is limited in duration and who is so informed at the time of hire, shall be considered a substitute employee. She shall not acquire seniority by virtue of such temporary employment. When the leave is one (1) semester or longer, the work made available from employees taking leave shall first be made available to existing qualified employees, and the regular posting process shall be used to fill such temporary vacancies. If a substitute employee is hired on a regular basis, her seniority date shall revert to the date she started as a substitute employee. However, the probationary period shall begin with the first day of employment as a regular employee.

20-H. No bumping shall be permitted by employees who have not been reduced in hours or placed on lay-off.

20-I. No seniority shall accrue during an employee's probationary period. However, after successful completion of probation, the employee's seniority shall be tabulated from her last date of hire.

20-J. The Employer shall prepare and maintain a seniority list and post the list once each year on Southkent bulletin boards. A copy of the seniority list shall be furnished to the Association each year.

ARTICLE XXI
Vacancies and Transfers

21-A. A vacancy shall be defined as a newly created bargaining unit position or an existing bargaining unit position that is open due to the termination of an employee.

21-B. Whenever the Employer has knowledge of vacancies and new positions three (3) weeks in advance, notice of such job openings will be posted on Southkent bulletin boards and copies shall be sent to the fifteen (15) Association representatives for a period of ten (10) working days prior to filling the position. Said posting shall contain the following information:

- (a) Specific job classification and assignment
- (b) Location of work
- (c) Starting date
- (d) Hours to be worked
- (e) Minimum requirements

Whenever the Employer has knowledge of vacancies and new positions less than three (3) weeks in advance, the Local Association Secretary shall be notified. No such vacancy shall be filled in less than forty-eight (48) hours after the notice to the Local Association Secretary. In such cases, the Employer will call each Employee who is qualified for that position and has indicated, in writing, her desire to transfer or obtain additional employment. Such notification must be submitted to the Executive Director by May 1 of each year. Positions which have been filled in less than the normal ten (10) day posting period shall be reposted for the beginning of the next semester.

21-C. Vacancies that occur during the summer months of June or July shall be posted for ten (10) working days. The Employer shall mail copies of such postings to the appropriate Association employee representative. Employees wanting copies of such

postings shall provide the Local Association Secretary with stamped, self-addressed envelopes.

21-D. The Employer will give consideration to employees requesting transfers to vacant positions. Request for transfers shall be made by written application setting forth the reason for transfer, the position sought and the applicants' qualifications. Requests not granted, must be renewed for each vacancy to assure active consideration. Each employee interviewed will receive written notification whether or not she received the position.

21-E. Seniority will rank below employee ability and work record when employees are considered for voluntary transfers and promotion.

21-F. Employees may be required to transfer involuntarily to other positions in order to maintain their work hours or to meet program needs. The Employer shall transfer the least senior qualified employee in the classification requiring such transfer.

21-G. Should an employee be transferred, in lieu of a lay-off, from a higher paid position to a lower paid position, the employee shall be paid the rate of the lower paid position. When transferred to a higher paid position, the employee shall receive the higher rate of pay.

21-H. Employees shall not be placed on a lower step on the wage scale due to transfers.

21-I. An employee who, by administrative direction, assumes the duties of another employee, will be paid the regular rate for those duties at their step. An employee's pay rate shall not be reduced as the result of any temporary administratively assigned change in duties. Any employee administratively assigned to substitute for a teacher shall receive the base rate for teachers.

ARTICLE XXII Lay-Off and Recall

22-A. Nothing in this contract shall prevent the Employer from reducing its work force when conditions of work load, enrollment, program change, physical condition of facilities and premises or economics of the Consortium shall so dictate. The Employer shall have the right to lay off when any of the above conditions exist and determine how long such conditions shall continue. In implementing reductions of staff, the following conditions shall prevail:

A-1. As used in this paragraph, the term "Lay-Off" shall mean a reduction of employees of the Consortium due to any of the causes mentioned above, or any other comparable cause which would dictate, in the course of sound management, a reduction of employees. Reduction in assignment hours shall not be considered

as lay-off, however:

1-a. Prior to the beginning of each school year, reduction in assignment hours shall be applied to the least seniored employee qualified in that classification.

1-b. If assignment hours are reduced subsequent to the final assignment date in August, no bumping may occur. However, when an opening or new position occurs, for which the employee, reduced in hours, is qualified, she shall be offered the position, if the position is in her classification. If more than one employee is eligible to fill that position, the employee with the most seniority will be given the positcn.

1-c. At the beginning of the subsequent semester employee assignments shall be made on the same basis as the first semester. Any reduction in assignment hours shall be applied to assignments of the least seniored employee qualified in that classification.

A-2. Within classifications affected by lay-off, probationary employees shall be laid off first. In the event employees with seniority are to be laid off, employees shall be laid of in inverse order of their seniority.

A-3. Employees laid off from their assigned classification, z who have attained previous seniority in another classiication, shall be eligible for positions in that classification; provided: they have more seniority than the employee employed in those positions, they meet all the qualification requirements, they are available to work the assignment in whole or in part. Said laid-off employee has the right to bump up to the number of assignment hours previous to lay-off. Additional hours shall be left to the discretion of the Employer. Positions with the same students/class and Job Developers shall be considered whole positions and must remain as whole positions.

A-4. The Dnployer shall give notice of lay-off as soon as possible, but not less than twenty-cne (21) days in advance. In the case of an agency (DSS, Pine Rest, Senior Citizen Homes) reduction in staff', a minimum of fourteen (14) days notice shall be given. In case where building(s) are closed due to unsafe or impossible conditions and staff is instructed not to report, this shall not be deemed a lay-off. When scheduled classes are cancelled subsequent to the final assignment date in August, no advance notice of lay-off is required.

22-B. Employees with seniority, who are laid off, shall be placed on a recall list for a period of two (2) years and shall be recalled to open positions in their classification in inverse order of their lay-off.

22-C. The Employer shall have noz obligation to recall probationary employees who have been laid off.

22-D. Employees on lay-off shall be responsible for keeping the Employer advised, in writing, of any change of address and will not be excused for failure to report for work on recall due to their failure to advise the Employer of address changes.

22-E. Notice of recall shall be sent to the employee at her last known address by registered or certified mail. If an employee fails to respond to recall notice within five (5) working days from the date of mailing, she shall be considered as having voluntarily terminated her employment. When the registered or certified mail is not received by the employee being recalled, the Employer may skip over that employee and recall the next most senior eligible employee.

22-F. In no case shall a new employee be employed while there are laid-off employees in that classification who are qualified for the vacancies.

22-G. Laid-off employees shall, at their request, be placed on the Employer's substitute list.

22-H. Employees recalled to a comparable work of equal or more hours for which they are qualified are obligated to take said work. An employee recalled to a position with fewer hours than her previous position may reject that position without loss of recall rights. If an employee accepts a position with fewer hours than her previous position, she will remain eligible for recall for those hours.

ARTICLE XXIII Holidays and Vacation

23-A. Employee working the full calendar year shall be given the following Holidays with pay provided they work the scheduled work day before and after each Holiday:

- Labor Day
- Thanksgiving
- Christmas
- New Year's Day
- Memorial Day
- Fourth of July

ARTICLE XXV
Insurance

25-A. The Employer will provide and pay the premium cost for The Michigan Education Special Service Association Group Hospital, Medical Insurance (MESSA/Blue Cross Super Med.I) to all employees and their dependents who qualify for such protection under the following conditions:

A-1. If the employee, employee's spouse and/or dependents are covered under other hospital, medical insurance dependents will not be eligible for group hospital, stood that double coverage is prohibited.

A-2. To obtain appropriate coverage, the employee shall form such insurance coverage. The employee shall also be responsible for reporting any changes in eligibility to the Executive Director's office as soon as they occur. Deliberate violation of certification or notice of eligibility changes shall overpayments made in her behalf and exclusion from drop their health insurance to maintain their employment shall be exempt from A-1. above.

A-3. For employees with an annual work assignment of 1110 hours or more, the Employer shall provide and pay the full insurance premium cost form the duration of their active employment, unless the employee choose the Optional Dental or Vision Plan outlined in Article 25-B.

A-4. Upon request, employees with a work assignment of 900 to 1109 hours each school year, shall have 100% of their single subscriber insurance premium cost paid for by the Employer, unless the employee chooses the optional Dental or Vision Plan outlined in Article 25-B.

A-5. Upon request, employees with a work assignment of 600 to 899 hours each school year, shall have 50% of the single subscriber insurance premium cost paid for by the Employer, unless the employee chooses the optional Dental or Vision Plan outlined in 25-B.

A-6. Employees working less than 600 hours each year will be allowed to purchase hospital, medical insurance at the group rate, subject to the terms of the insurance carrier, at 100% employee cost, payable three (3) months in advance.

A-7. Eligibility for insurance each year shall be based on the work assignment hours issued in August of each year.

25-B. The Employer will provide and pay the premium cost for Family Dental Insurance (Ultra Dent Plan I SET, Inc.) or MESSA Vision (Plan 3) under the following conditions:

B-1. For employees with an annual work assignment of 1110 hours or more who choose to have dental coverage rather than the hospital, medical insurance program provided for in Article 25-A above, the Employer shall provide and pay the full insurance premium cost.

B-2. For employees with an annual work assignment of 900 to 1109 hours who choose to have dental insurance coverage rather than the hospital, medical insurance program provided for in Article 25-A above, the Employer shall provide and pay 75% of the premium cost.

B-3. For employees with an annual work assignment of 600 to 899 hours who choose to have dental insurance coverage rather than the hospital, medical insurance program provided for in Article 25-A above, the Employer shall provide and pay 50% of the premium cost.

B-4. Employees with annual work assignments of 600 hours or more can choose to have vision insurance coverage in place of dental insurance with the Employer providing 100% of the premium cost.

25-C. The Employer will provide and pay the premium cost for \$10,000 Term Life Insurance in addition to the amount provided in the employees hospital, medical insurance for employees with annual work assignments of 600 hours or more.

25-D. Notwithstanding the provision of this paragraph, the terms of any contract or policy issued by the insurance companies hereunder shall be controlling in all matters concerning benefits, eligibility and termination of coverage and other related matters.

25-E. Differences arising between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure.

25-F. In the event of any violation of the no-strike clause, the provision of this Article shall be immediately terminated and discontinued for the duration of the strike for employees who participate in such activity and the Employer shall be reimbursed for any premium paid for coverage during that period of time.

ARTICLE XXVI Duration of Agreement

26. This Agreement shall be effective as of July 1, 1985 and shall continue in effect until the 30th day of June, 1986.

In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this
day of , 19

ASSOCIATION

EMPLOYER

By
President

By
Chairperson, Supt.
Advisory Council

By
Secretary

By
Executive Director

Team Member

Team Member

Negotiation Chairman

Negotiation Chairman

Date

Contract ratified August 15, 1985 by Association.
Contract ratified August 23, 1985 by Superintendents'
Advisory Council.

APPENDIX A

1985-86 Salary Schedule

*AP**
JOB DEVELOPERS

Step 1	\$4.45
2	4.71
3	5.05
4	5.35
5	5.60
6	5.93
7	6.29
8	6.67

*AP1**
PARAPROFESSIONALS

Step 1	\$4.45
2	4.71
3	5.05
4	5.35
5.	5.60
6	5.93
7	6.29
8	6.67

9 7.04

AP3

9 7.04

AIDES: CLERICAL, CHILD CARE, AIDES: PRE-SCHOOL
CUSTODIAL, COURIER

Step 1 \$3.80

2 3.90

3 4.05

4 4.30

5 4.56

6 4.85

7 5.10

8 5.40

9 5.70

Step 1 \$3.90

APIXX

2 4.05

3 4.30

4 4.55

5 4.85

6 5.15

7 5.45

8 5.95

9 6.45