

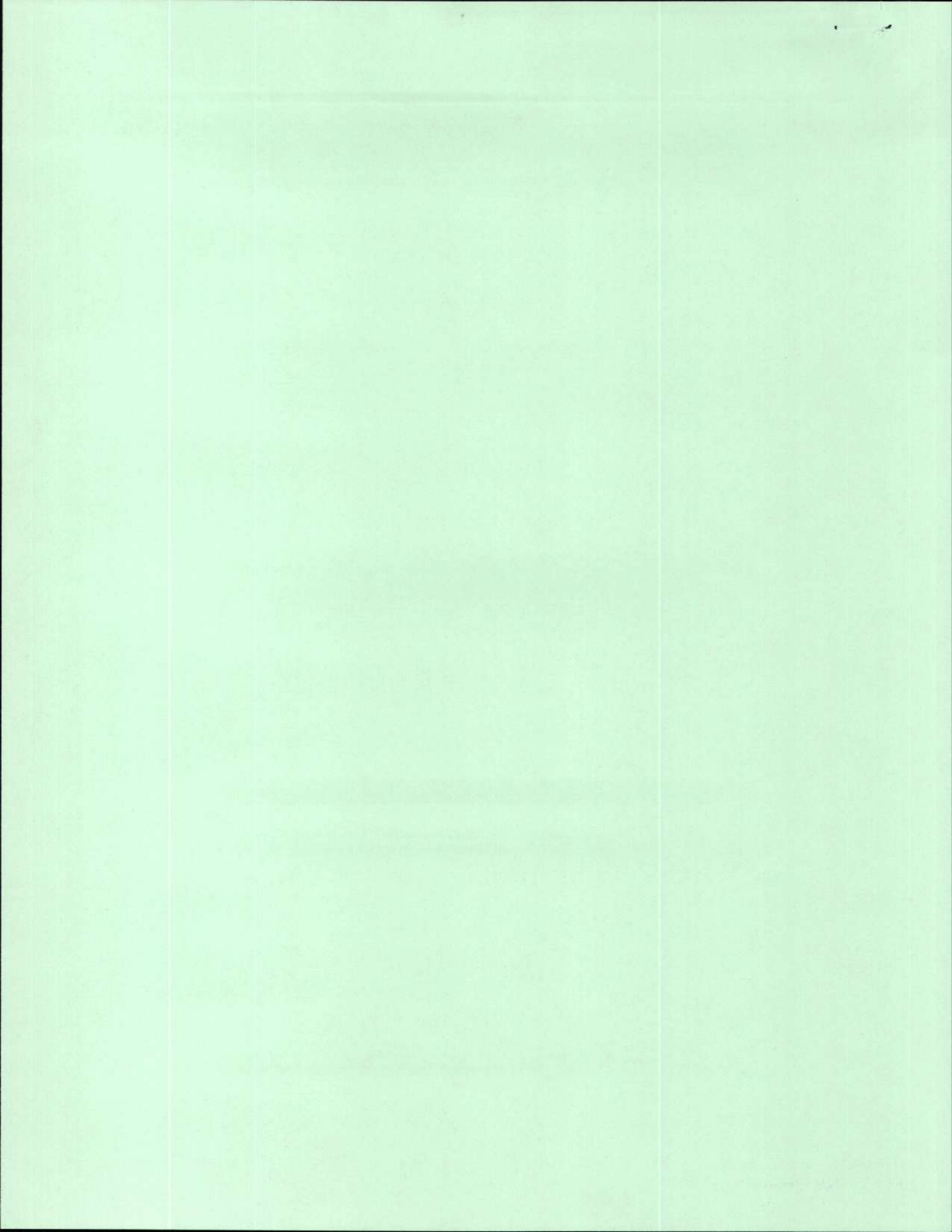
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**AGREEMENT  
BETWEEN  
GRAND LEDGE BOARD OF EDUCATION  
AND  
MEA/NEA UNIT IV  
TEACHER ASSISTANTS  
BUS ASSISTANTS  
ADVENTURE CLUB HEAD CAREGIVERS  
ADVENTURE CLUB CAREGIVERS**

**AUGUST 20, 1994 - AUGUST 19, 1997**

*Grand Ledge Public Schools*



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## PREAMBLE

WHEREAS the Board has an obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to negotiate with representatives of its teacher assistants, bus assistants and recognized Adventure Club personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS the parties have reached certain understandings through extended and deliberate professional negotiations, it is hereby agreed as follows:

## AGREEMENT

This agreement entered into by and between the Board of Education of the Grand Ledge Public Schools, Grand Ledge, Michigan, hereinafter called the "Board," and the MEA/NEA hereinafter referred to as the "Association."

### ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the MEA/NEA as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all teacher assistant and bus assistant personnel employed by the Board and all Adventure Club employees employed by the Board, excluding supervisors, summer employees and all others.

For the purposes of this Agreement, the term "bargaining unit member" shall refer to all personnel covered by this Agreement. The term "teacher assistants" shall refer only to the employee group covered by this Agreement prior to January 1, 1990. The terms "Adventure Club caregivers" and "Adventure Club head caregivers" shall refer only to personnel employed in those specific positions. The term "bus assistants" shall refer to bargaining unit members who assist with the transportation of students in school buses.

- B. The Board agrees not to negotiate with any labor organizations other than the Association for the duration of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict the right of the individual bargaining unit member to confer with and raise issues of problems with appropriate supervisory personnel.
- D. All bargaining unit members as a condition of continued employment shall either:
1. Be a member of the Association, or
  2. Pay to the Association a monthly service charge in a legally permissible amount not to exceed an amount equivalent to the dues of the Association.
- E. Failure to comply with the provisions of this Article, Section D., shall be cause for discharge

of the bargaining unit member.

- F. No bargaining unit member shall be terminated under this Article except as provided below:
1. The Association has first notified the bargaining unit member by certified mail to the address last known to the Association or Employer or its agent concerning the delinquency in not tendering dues or service charge required under this Article with a copy to the Superintendent, with notice that unless such dues or service charge are tendered to the Association within fourteen (14) days, non-compliance will be reported to the Board in writing as provided in Section C. above as cause for termination of employment of said bargaining unit member, but not during the pendency of the employee's appeal relative to the level of service fee.
  2. If the bargaining unit member has not tendered such dues or service charge within the fourteen (14) days specified, the Association shall then notify the President of the School Board, the Superintendent, and the bargaining unit member by certified mail of the non-compliance with a demand that the Employer terminate the bargaining unit member within two (2) weeks after receipt of notice. The bargaining unit member shall then be terminated unless the bargaining unit member can produce satisfactory evidence from the Michigan Education Association (MEA) of payment.
- G. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency cost that may arise out of or by reason of action by the Board for the purpose of complying with Article I, Sections D., E., and F. of this Agreement.

## ARTICLE II - EMPLOYEE RIGHTS

- A. A bargaining unit member engaged during the working day in negotiating on behalf of the Association with any representative(s) of the Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. Office mailboxes and bulletin boards in lounges and workrooms shall be made available to the Association and its members.
- B. All grievances and negotiation activities shall take place after the workday unless specifically approved by the Board or its agent in advance. Such approved activities shall be without loss of pay for participants.
- C. The Board agrees to make available to the Association for viewing and reproduction all pertinent information considered to be public in nature concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other appropriate information required by the Freedom of Information Act as will assist the Association, upon request of the Association.

### ARTICLE III - BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf 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 invested in it by the laws and the Constitution of the State of Michigan, and/or the management and control of school properties, facilities, grades and courses of instruction, materials used for instruction, and the selection, direction, transfer, promotion, demotion, discipline or dismissal of all personnel.
- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

### ARTICLE IV - QUALIFICATIONS AND PROBATIONARY PERIOD

- A. Nothing in this Article shall prevent the Board from requiring any qualifications, so long as said qualifications can be shown to be related to the position.
- B. The Association shall be notified of the date of employment, classification, and step on wage schedule of newly employed bargaining unit members and transfers.
- C. All bargaining unit members will serve a probationary period of ninety (90) work days. During probation, employment may be terminated by either the Board or the bargaining unit member without the usual two-week notice. Probationary bargaining unit members will not be entitled to such regular benefits as sick leave or "no-fault" days, or insurance subsidies. When a bargaining unit member achieves permanent status, allowances for sick leave or "no-fault" days will be computed from the date of original hire and they shall become immediately eligible for all benefits to which they are entitled by provisions of this Agreement. Probationary bargaining unit members do not have access to the grievance procedure.
- D. New bargaining unit members hired in the bargaining unit shall be considered as probationary bargaining unit members for the first ninety (90) days of work. When a bargaining unit member finishes his/her probationary period, the bargaining unit member shall be entered on the seniority list and shall rank for seniority from the day ninety (90) days of work prior to the day he/she completes the probationary period. There shall be no seniority among probationary bargaining unit members.
- E. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except discharged and disciplined bargaining unit members.
- F. Upon completion of their probationary period, qualified bargaining unit members may receive credit for previous applicable work experience. However, in no event shall such credit be applied to exceed two (2) years.

## ARTICLE V - COMPENSATION

A. The wages of bargaining unit members covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. This wage schedule shall remain in effect for the term of this Agreement.

B. 1. **Teacher and Bus Assistants**

All teacher and bus assistants who work their regularly scheduled day before and/or their regularly scheduled day after the holiday and who would normally have worked the day of the holiday\* shall be allowed days with pay as established in the school calendar adopted by the Board of Education. If a teacher or bus assistant's absence was due to sickness, accident, or similar cause, the person should receive full holiday pay. Such days shall include Labor Day, Thanksgiving Day and the following Friday, Christmas Day, President's Day or Good Friday (whichever day does not have classes scheduled - if both days are scheduled days of instruction, neither day shall be considered a holiday), Memorial Day, and Independence Day, as well as two (2) non-instructional days as defined in the teachers' contract. On the two (2) non-instructional days, teacher and bus assistants may be required to work, if scheduled by their immediate supervisor.

\* For example, to get pay for the Friday following Thanksgiving, a bargaining unit member must normally work on Fridays.

2. **Adventure Club Employees**

All Adventure Club caregivers and Adventure Club head caregivers who physically work their regularly scheduled day before and their regularly scheduled day after the holiday, and who would normally have worked the day of the holiday, shall be allowed days with pay as established in the school calendar adopted by the Board of Education. Such days shall include Labor Day, Thanksgiving Day and the following Friday, Christmas Day, President's Day or Good Friday, except when the program is in operation on either day, Memorial Day and Independence Day.

C. When school is declared closed due to inclement weather, heating problems, road conditions, or other situations the employer has no control over, bargaining unit members will not be required to work and will be paid for the day. If the lost day is scheduled for make up as per the ECEA Agreement, bargaining unit members will be required to work that make up day without pay. When the beginning of a school day for students is delayed due to fog, adverse weather conditions or any other emergency condition, teacher assistants shall report according to the procedure followed by the teachers of the Grand Ledge Public Schools. Caregivers and head caregivers shall report at their regular starting time on delay days.

- D. The payroll office shall make payroll deductions upon written authorization from a bargaining unit member for annuities, MESSA options, credit union, and Association dues or representation fee in lieu of dues.

**ARTICLE VI - WORKING HOURS, ASSIGNMENTS,  
AND CONDITIONS OF EMPLOYMENT**

- A. The Board agrees to make available existing rooms, restroom, lunchroom, lavatory, and telephone facilities for the use of bargaining unit members and will provide comparable facilities in any new building programs. Long distance charges for non-professional, non-school business shall be paid by the using bargaining unit member.
- B. Adequate parking facilities shall be made available to bargaining unit members for their use whenever practical and possible.
- C. No religious or political activities of any bargaining unit member or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board except as it may affect his/her effectiveness as a bargaining unit member.
- D. All bargaining unit members shall be expected to complete the necessary physical examinations, immunizations, x-rays, etc., as required by the Board. Board paid TB tests shall be made available at the health department and must be obtained prior to employment and thereafter as required by law. The Board shall assume the cost of any second opinions it requires, as well as the cost of any Board-required physical examinations immunizations, x-rays, etc., not covered by insurance.
- E. 1. The building principal or supervisor shall determine the daily work schedule and assignment. Any bargaining unit member who is requested to work extra hours in his/her position over and above his/her regularly scheduled working hours will be reimbursed at his/her normal rate of pay, unless such total hours exceed forty (40) hours per week, then the bargaining unit member will be compensated at the rate of time-and-one-half his/her regular pay. Employees who are substituting for absent bargaining unit members shall be paid the substitute rate of pay.
2. Prior to the beginning of each school year, building administrators anticipating changes in assignments for the Teacher Assistants (TAs) in their building shall call a building meeting to solicit input. TAs will be notified of any such meeting in their building and will be invited to attend. At these meetings, possible scheduling configurations for the TAs assigned to a particular building will be discussed based on the needs of said building.



3. After such a meeting, TA assignments will be made by the building principal giving the most seniored TAs in the building the greatest number of hours, provided the TAs are qualified to perform the work necessary to ensure them the greatest number of hours. To the degree possible, each TA will be assigned to his/her former position (provided the position is still in existence and/or that the TA has not signed a posting and been awarded a new position). If the former position no longer exists, then he/she will be given a position for which he/she is qualified with equivalent or nearly equivalent hours.
  4. Contractually mandated overload hours that arise during the school year shall be assigned to the TA already performing tasks in the affected classroom to the extent possible. Should the affected assistant have responsibilities which conflict with the extended assignment, those conflicting duties shall be offered to the most seniored TA in the building who is qualified and available for the hours. This process shall not result in a decrease of hours for any assistant unless it is a voluntary act on the part of the TA.
  5. In no case shall an assistant be assigned a schedule which would put him/her in an overtime situation.
  6. A TA assigned to a specific program and/or child which is moved from one building to another shall have the option of moving with the program and/or child without the position being posted.
- F. Bargaining unit members shall not be required to assume any supervisory responsibilities (as defined by PERA).
- G. Bargaining unit members who are requested to drive for school business by the building administrator or supervisor shall be reimbursed for mileage incurred at the current rate allowed by the Board. Mileage reimbursement may be requested quarterly on forms provided and must be approved by the building administrator or supervisor.
- H. There shall be a job description written to cover the generalized job duties of bargaining unit members within each classification. The Association shall be consulted in determining the content of the description.
- I. This Agreement shall be applied uniformly to all eligible members of the bargaining unit by the Employer and the Association. There will be no discrimination with respect to conditions of employment.
- J. Bargaining unit members working six (6) or more hours in one day shall be entitled to an unpaid thirty (30) minute duty-free lunch, scheduled by the supervisor after consultation with the employee.

## ARTICLE VII - NEGOTIATION PROCEDURES

- A. It is contemplated that matters included in this Agreement and other areas of common concern to the parties shall be subject to negotiation by mutual agreement between them from time to time during the period of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering the resolving of any such matters.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

## ARTICLE VIII - SUSPENSION AND DISMISSAL

- A. Discharge or demotion of any bargaining unit member shall be made only for reasonable and just cause. The bargaining unit member shall be notified in writing by the Deputy Superintendent of any discharge or demotion.
- B. In the event any bargaining unit member shall be suspended or discharged from employment and believes he/she has been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure.

## ARTICLE IX - RESIGNATION

- A. Any bargaining unit member desiring to resign shall file a letter of resignation with the Board at least ten (10) working days prior to the effective date.

## ARTICLE X - VACANCIES AND PROMOTIONS

- A. Vacant positions in the bargaining unit shall be posted in a designated place in each of the school buildings in the district as well as at the Central Administration Office for a minimum of five (5) working days. A copy of each posting shall be sent to the Association President. A vacancy shall be defined as:
  - 1. Newly created positions (i.e., TA time in newly created programs)
  - 2. A block of at least two (2) contiguous hours per day of scheduled bargaining unit work time in a single building which is unassigned after the initial assignment or arises during the course of the school year and cannot be assigned to TAs currently working in a

classroom as per Article VI, Section E or is in a classroom(s) where no TA is currently assigned.

3. A position vacated by a TA which the Employer intends to fill.

Between August 15 and September 15 of each school year, unfilled vacancies shall be considered as hours for assignment in the initial assignment process outlined in Article VI, Section E and will not be posted.

Unless a schedule conflict prevents it, the hours of presently employed bargaining unit members within a building by classification will be offered an increase of hours on a seniority basis before additional bargaining unit members are hired provided the senior bargaining unit member is qualified for the additional work. Bargaining unit members will not be given additional hours if it would put them into an overtime situation.

Positions which are expected to exist not longer than ninety (90) working days shall be considered as "temporary" and need not be posted nor does the person filling the position become a member of the bargaining unit. If, however, the position is either expected to exist longer than ninety (90) work days, or, in fact, does exist longer than ninety (90) work days, it shall be posted as a vacancy.

- B. Vacancies within the bargaining unit shall be filled on the basis of seniority and qualifications within the affected classification. For purposes of interpretation, where qualifications are essentially equal between applicants, classification seniority will prevail. Should no member of the classification apply for and be granted the vacancy, the Employer will fill said vacancy by an individual who can demonstrate his/her ability to do the work. The Association President will receive notification of which applicant, whether internal or external, has been selected to fill a vacancy.

#### ARTICLE XI - SENIORITY, LAYOFF AND RECALL

- A. Seniority shall be on a district-wide basis, in accordance with the bargaining unit member's original date of hire into the classification. Two (2) lists shall be maintained: 1) a district-wide list, and 2) a building-wide list utilizing the district-wide seniority. Both lists shall be by classification. For purposes of all provisions of this Agreement, except for layoff, only district-wide classification seniority shall be utilized. Should a bargaining unit member transfer from one classification to another, his/her seniority will be frozen in the previous classification.
- B. The seniority list on the date of this Agreement will show the date of hire, names, and job titles of all bargaining unit members in the unit entitled to seniority.
- C. A bargaining unit member shall lose his/her seniority for the following reasons only:
  1. The bargaining unit member quits.

2. The bargaining unit member is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. The bargaining unit member is absent for three (3) consecutive working days without notifying the Board. In extenuating circumstances, exceptions shall be made. After such absence, the Board will send written notification to the bargaining unit member at his/her last-known address that he/she has been terminated.
4. If the bargaining unit member does not return to work when recalled from layoff, as set forth in the recall procedure. In extenuating circumstances, exceptions shall be made.
5. Return from sick leave and leaves of absence will be treated the same as (3.) above.
6. In certain severe cases of discipline.

D. The word "layoff" means a reduction in the work force.

E. When a layoff takes place, teacher assistants not entered on the seniority list shall be laid off first within each building. Thereafter, teacher assistants having seniority shall be identified for layoff in the inverse order of their seniority within each building, i.e., the least senior teacher assistant on the seniority list in the affected building being laid off first.

In the event a higher seniority teacher assistant's job is eliminated, he/she will be offered, based on order of seniority according to the building seniority list agreed to between the Association and the Board, the choice of any vacant position for which he/she is qualified within his/her building or the choice of bumping a less senior teacher assistant within the building occupying a position for which the more senior teacher assistant is qualified to perform the job.

If, after applying the layoff to the various buildings, a teacher assistant with more than two (2) years of seniority would be laid off, the potentially laid off teacher assistant would have the option of bumping the least senior teacher assistant in the District (with equal or nearly equal hours - plus or minus one hour per week), provided that the bumping teacher assistant is qualified to perform the job of the less senior teacher assistant.

The same procedure will be followed in cases of layoff affecting Adventure Club caregivers and Adventure Club head caregivers and bus assistants except that it will be done on the basis of the entire program (transportation and Adventure Club to be considered separate programs) and not by building. Also, any layoffs will be made by classification with Adventure Club caregivers, Adventure Club head caregivers, teacher assistants and bus assistants considered separate and distinct classifications.

- F.
1. Bargaining unit members to be laid off will receive at least five (5) work days advance notice of layoff.
  2. In the event of a layoff, the bargaining unit member's seniority and unused sick days will be frozen at the date of layoff and restored on the day of recall. No loss of seniority will occur except for the period of layoff.

- G. When the work force is increased after a layoff, bargaining unit members will be recalled according to district-wide classification seniority, with the most senior bargaining unit members on layoff from the affected classification being recalled first if qualified for an open position. Notice of recall shall be sent to the bargaining unit member at his/her last known address by registered or certified mail. If a bargaining unit member fails to report for work within five (5) days from the date of receipt of the notice of recall, it shall be considered a quit. In extenuating circumstances, exceptions may be made.

Bargaining unit members shall remain on the recall list for one (1) calendar year or an amount of time equal to the laid off bargaining unit member's seniority, whichever is the longer period of time.

## ARTICLE XII - LEAVES

It is the intention of this leave policy to provide reasonable protection against loss of salary for those absences from work caused by accidents, illness, personal emergencies, and deaths. False reports for reasons for absence shall cause a notation (with a copy to the bargaining unit member) to be entered in the bargaining unit member's permanent records file.

### A. PERSONAL ILLNESS OR INJURY LEAVE

1. All teacher and bus assistants absent from duty because of personal illness or injury shall be allowed full pay of one (1) day for each month of compensated service up to ten (10) days during any school year. An assistant who discontinues his/her services shall refund any unearned sick leave pay which may have been advanced.
2. Any of the allowed days not used will be credited to the assistant's record and be accumulated to a maximum of 180 days.
3. The Board reserves the right to require a physician's statement upon return from absence because of illness or injury.
4. The assistant shall file (immediately upon return from any absence) with the building principal a written absence report form furnished by the Board of Education setting forth the reason for absence; i.e., sick leave, personal leave, other absences. Leave time shall be recorded on the assistant's attendance record in one-half day intervals.
5. Assistants may use personal illness or injury leave for the following reasons:
  - a. Personal illness or injury.
  - b. Illness, injury, or death in the immediate family - not to exceed five (5) days in any one school year, unless special approval is granted by the Deputy Superintendent - defined as any person whose illness or death has a real meaning to the assistant.

6. Upon retirement or resignation from employment, an assistant with a minimum of twelve (12) years of service shall be paid for all unused sick leave based on one-half his/her current rate. In cases of death, full payment shall be made to the beneficiaries or to the assistant's estate if there are no beneficiaries. In no event shall such payments exceed the following percentages of an assistant's average annual income from Grand Ledge Public Schools over the last three (3) years of employment:

20 years or more	23%
16 years to 19 years	18%
12 years to 15 years	13%

**B. BUSINESS OR PERSONAL LEAVE**

1. A teacher or bus assistant shall be allowed two (2) days per year (non-cumulative) for personal business activities with full pay deducted from personal illness days as defined in A. above. The request for these days shall be submitted in writing at least two (2) days in advance, whenever possible, to the assistant's immediate supervisor for approval.
2. Personal business leave shall be used only for the purpose of handling business affairs which cannot be transacted on the weekend or after school hours. It is not provided for casual or indiscriminate use.

**C. EXTENDED LEAVE OF ABSENCE**

1. When it is determined, either by mutual agreement or a doctor's statement, that a bargaining unit member cannot fulfill his/her job description, the bargaining unit member may request a voluntary leave of absence (includes personal illness, maternity, etc.). All requests must be submitted in writing through his/her immediate supervisor to the Deputy Superintendent. If the leave is granted, it will be without pay or benefits. The full conditions of the agreement, including the assignment of the bargaining unit member upon return and the effect, if any, on the salary schedule, must be put in writing to the bargaining unit member.
2. Any member of the bargaining unit that requests and receives a leave of absence shall have the right to return to the same position in regard to hours worked and at the same wage schedule as was held at the time the leave was granted.

**D. OTHER LEAVES**

Leaves of absence with full pay not chargeable against the teacher or bus assistant's sick leave shall be granted for the following reasons:

1. Absence when an assistant is called for jury duty. The assistant shall pay back to the District any money received from court less any mileage reimbursement.

2. Time necessary for appearance in any legal proceedings connected with the assistant's employment or with the school system if the assistant is required by law to attend, unless the assistant is the charging party.

Adventure Club caregivers and Adventure Club head caregivers shall not suffer a reduction in pay due to absence caused by jury duty.

- E. Bargaining unit members who will be absent for reason of illness or injury shall be informed of a person (with phone number) whom they should call to report unavailability for work. Bargaining unit members shall be informed of a reasonable deadline for making such calls. It shall be the responsibility of the administration to hire a substitute if one is to be provided.
- F. All Adventure Club caregivers with less than five (5) years of service shall earn one (1) "no-fault" day per month up to a maximum of seven (7) days per year. Adventure Club caregivers with five (5) years of service or more and all Adventure Club head caregivers shall earn one (1) "no-fault" day per month up to a maximum of twelve (12) days per year. Such days may be used for personal illness, personal business or vacation. Days used for vacation and personal business must be scheduled at least 48 hours in advance with the approval of the supervisor. Such days must be used by December 31st following the fiscal year in which they were earned or they will be lost.

### ARTICLE XIII - INSURANCE PROTECTION

- A. Worker's Compensation - Any bargaining unit member who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan except that his/her pay shall be adjusted to the difference between regular pay and loss-of-time benefits paid by Worker's Compensation to the extent covered by accumulated sick leave or "no-fault" days.
- B. Teacher Assistants, Bus Assistants, and Adventure Club head caregivers with less than 20 hours/week:

\$53.92 per month in 1994-95. To be applied as follows: Current dental plan plus \$10,000 term life insurance, with any remaining amount to be applicable, at employee's discretion to apply any remaining sums to non-taxable options as available through MESSA and MEA Financial Services.

\$56.62 per month in 1995-96 to be applied as in 1994-95.

\$59.45 per month in 1996-97 to be applied as in 1995-96.

Teacher Assistants, Bus Assistants, Adventure Club head caregivers, and Adventure Club caregivers with at least five (5) years of service with 20 or more hours/week.

- \$106.35 per month in 1994-95. To be applied as follows: Current dental plan plus \$10,000 term life insurance, Vision (VSP 2), with any remaining amount to be applicable, at employee's discretion to non-taxable options as available through MESSA and MEA Financial Services.
- \$111.67 per month in 1995-96 to be applied as in 1994-95.
- \$117.25 per month in 1996-97 to be applied as in 1995-96.

It is to be understood that, at the option of the employee, the entire amount of insurance subsidy may be applied to the purchase of MESSA health insurance as appropriate, with the employee paying by payroll deduction any amount of the monthly premium not covered by the above subsidy.

#### ARTICLE XIV - PROTECTION OF EMPLOYEES

##### A. LEGAL AND PHYSICAL

1. Bargaining unit members are covered under the general liability policy carried by the Board of Education.
2. All cases of accidents, injury, or assault involving bargaining unit members or students growing out of the exercise of bargaining unit duties or school activities shall be reported to the principal or supervisor on the day of the incident. In emergency situations, the report must be filed as soon as possible if not on the day of the incident.
3. Complaints by parents or students directed toward bargaining unit members shall be called to the attention of the bargaining unit member when, in the judgment of the principal or direct supervisor, such information will be of help to all concerned.

#### ARTICLE XV - GRIEVANCE PROCEDURE

##### A. DEFINITION

1. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.
2. The term "bargaining unit member" may include any individual or group covered by this Agreement.
3. The "aggrieved" is the person or persons making a claim.
4. The term "days" when used in this section shall be defined as days when bargaining unit members are scheduled to work when school is in session, and Monday through Friday, excluding holidays, during the summer.



- B. The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any bargaining unit member with a grievance to discuss the matter informally with the appropriate member of the administration independently. All bargaining unit members will have the opportunity of the presence of an Association Representative at any level of the grievance procedure.
- C. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary employee;
  2. Any matter involving employee evaluation;
  3. Any matter for which there is recourse under State or Federal statutes.

D. PROCEDURE

1. The number of days indicated at each level must be strictly observed and every effort made to expedite the process. The time limits may be extended by mutual agreement, in writing. If a grievance is filed on or after June 1, the time limits may be reduced in order to effect a solution to the grievance prior to the end of the school year or as soon thereafter as is practicable.

Pre-Grievance Level

In the event a bargaining unit member believes he/she has a basis for a grievance, he/she shall discuss the alleged agreement violation, within five (5) days of knowledge of the alleged violation, with his/her building principal or supervisor.

Level A

If the bargaining unit member, after informal discussion with the building principal or supervisor, still believes an alleged agreement violation exists, a written grievance report form must be completed and filed with the building principal or supervisor within five (5) days. Within five (5) days after the receipt of this written notification, the principal or supervisor shall submit an answer in writing to the grievant.

Level B

If the grievant is not satisfied with the disposition of the building principal or supervisor, the grievance must be submitted to the Deputy Superintendent within five (5) days. The Deputy Superintendent will attempt to resolve the grievance through conferences with the bargaining unit member and principal or supervisor. Conferences shall be held within five (5) days of receipt of the written grievance report form by the Deputy Superintendent. The Deputy Superintendent shall, within five (5) days of the conference, report his/her decision to the grievance chairperson, in writing.

Level C - If the parties are unable to resolve the grievance at Level B, the Association, within ten (10) working days after such decision by the parties is determined, shall notify the Board in writing that arbitration of the grievance is necessary. If the parties cannot mutually agree upon an arbitrator within fifteen (15) days of notice to arbitrate, an arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in each arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree that judgment thereon may be submitted to any court of competent jurisdiction. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Level D - Appeals may be entered as provided by law.

**E. MISCELLANEOUS**

1. A grievance may be withdrawn at any level without precedent.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. Failure by the Association to appeal a decision within time limits specified shall bar further proceedings thereon.
4. Failure by the Board or its representatives to act upon a formal grievance within the time limits specified will result in the grievance being automatically forwarded to the next step of the procedure.
5. A grievance may be filed at Level B in cases involving loss of pay.
6. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
7. The fees and expenses of the arbitrator shall be paid by the losing party. All other expenses will be borne by parties incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

**ARTICLE XVI - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- B. Copies of this Agreement shall be printed by the Board of Education and furnished to all bargaining unit members now employed or hereafter employed by the Board. The Association shall pay for half of the cost of printing the Agreement.

- C. If any provisions of the Agreement or any application of the Agreement to any bargaining unit member shall be found contrary to law, then such provision or application to the bargaining unit member shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- E. The Association and Board recognize that strikes and other forms of work stoppages by bargaining unit members are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any bargaining unit member take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any bargaining unit member to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.
- F. Each bargaining unit member should be provided a written evaluation of the quality of his/her services each school year. A copy of such evaluation shall be provided to the bargaining unit member and a copy shall be placed and retained in the bargaining unit member's personnel file. Failure to provide such annual evaluation shall constitute presumption of satisfactory performance.
- G. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written Agreement between, and executed by, the District and the Association.

## ARTICLE XVII - SCHOOL IMPROVEMENT PLANS

- A. A School Improvement Plan shall be defined as a plan, program or process required under Section 1277 of the School Code of 1976 (1990 P.A. 25) or corresponding provisions of the State School Aid Act, 1979 P.A. 94, as amended.
- B. Recommendations made by a site-based committee at the building level shall not violate any of the rights secured to the Board or the Association under this Agreement.
- C. Any provision(s) of a SIP or applications thereof affecting the wages, hours and/or terms and conditions of employment, or the impact of any wages, hours and/or terms and conditions of employment of any bargaining unit member must be ratified by the Board and the Association prior to being implemented.
- D. Individual membership in SIP/BET shall be voluntary.
- E. Employees will be paid for SIP/BET meetings which they are required to attend, which are held during the employees' regular working hours.
- F. Participation or non-participation in SIP/BET shall not be used as criteria for evaluation, discipline or discharge.
- G. Areas identified for school improvement planning are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff.

ARTICLE XVIII - DURATION

The Agreement shall be effective as of August 20, 1994, and shall continue in effect for three years until the 19th day of August, 1997. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless extended by mutual agreement in writing.

BOARD OF EDUCATION OF GRAND LEDGE PUBLIC SCHOOLS

<u>John Buch</u>	<u>Thomas J. Ness</u>
<u>Robert S. Bonck</u>	<u>Timothy D. Maud</u>
<u>Linda M. Toy</u>	<u>Janice L. Wagner</u>
<u>W. Lawrence Merrill</u>	<u>March 9, 1995</u> Date

MEA/NEA

<u>Janina L. Page</u>	<u>June 1, 1995</u>
<u>Sharen Sherwood</u>	<u>June 5, 1995</u> Date

SCHEDULE A - WAGE SCHEDULE

A. WAGE SCALE

1. TEACHER AND BUS ASSISTANTS

<u>Step</u>	<u>Hourly Wage</u>		
	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1st year	\$ 7.12	\$ 7.26	\$ 7.41
2nd year	\$ 7.81	\$ 7.96	\$ 8.12
3rd year and up	\$ 8.21	\$ 8.38	\$ 8.54

2. ADVENTURE CLUB HEAD CAREGIVERS

1st year	\$ 7.80	\$ 7.95	\$ 8.11
2nd year	\$ 8.91	\$ 9.09	\$ 9.27
3rd year and up	\$10.02	\$10.22	\$10.42

3. ADVENTURE CLUB CAREGIVERS

1st year	\$ 5.85	\$ 5.96	\$ 6.08
2nd year	\$ 6.43	\$ 6.56	\$ 6.69
3rd year and up	\$ 7.02	\$ 7.16	\$ 7.30

B. LONGEVITY

1. Effective every June 1, any bargaining unit member who has completed ten (10) years [or who will have completed ten (10) years by the completion of the current school year] of employment in the Grand Ledge Public Schools in a bargaining unit position covered by this Agreement shall receive an additional \$125.00 in his/her last paycheck of the work year.
2. Effective every June 1, any bargaining unit member who has completed fifteen (15) years [or who will have completed fifteen (15) years by the completion of the current school year] of employment in the Grand Ledge Public Schools in a bargaining unit position covered by this Agreement shall receive an additional \$150.00 in his/her last paycheck of the work year.
3. Effective every June 1, any bargaining unit member who has completed twenty (20) years [or who will have completed twenty (20) years by the completion of the current school year] of employment in the Grand Ledge Public Schools in a bargaining unit

position covered by this Agreement shall receive an additional \$175.00 in his/her last paycheck of the work year.

- C. Wage schedule changes shall be effective on July 1 of each year. A bargaining unit member who begins employment on or before January 1 will be eligible for the next step on the salary schedule on July 1.
- D. The normal work year for teacher assistants will be thirty-eight (38) weeks unless it is changed by mutual consent of the teacher assistant, supervisor, and the Deputy Superintendent.
- E. The normal work year for Adventure Club employees will be fifty-two (52) weeks unless it is changed by mutual consent of the employee, supervisor, and the Deputy Superintendent.

**GRAND LEDGE PUBLIC SCHOOLS  
MEA/NEA UNIT IV  
GRIEVANCE REPORT**

Grievance # \_\_\_\_\_ Date \_\_\_\_\_

**PRE-GRIEVANCE LEVEL**

1. Date Cause of Grievance Occurred \_\_\_\_\_

2. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Article/Section of Contract Allegedly Violated \_\_\_\_\_

4. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Date of Informal Discussion \_\_\_\_\_

6. Written Result of Discussion \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date



**LEVEL A**

1. Date Received at Level A \_\_\_\_\_

2. Disposition of Principal/Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Supervisor

\_\_\_\_\_  
Date

3. Date Received by Grievant/Association \_\_\_\_\_

**LEVEL B**

1. Date Received at Level B \_\_\_\_\_

2. Date(s) of Conference(s) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Disposition of Deputy Superintendent \_\_\_\_\_

\_\_\_\_\_  
Signature of Deputy Superintendent

\_\_\_\_\_  
Date

4. Date Received by Grievant/Association \_\_\_\_\_

**LEVEL C**

1. Position of Grievant/Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Date Demand for Arbitration Received by Board \_\_\_\_\_

\_\_\_\_\_

3. Date of Arbitration Hearing \_\_\_\_\_

4. Arbitrator Decision \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LEVEL D**

1. Date of Appeal \_\_\_\_\_



