

March 1, 1993 through February 28, 1997

Hublin Schule

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Michigan State University LABOR AND INDUSTRIAL RELATIONS LIBRARY

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AGREEMENT BETWEEN MONA SHORES BOARD OF EDUCATION AND

MONA SHORES SECRETARIAL, CLERICAL, PARAPROFESSIONAL ASSOCIATION

AGREEMENT

This agreement is entered into on March 1, 1993, between the Board of Education of the District of Mona Shores, hereinafter referred to as the "Employer," and the Mona Shores Secretarial, Clerical, Paraprofessional Association - MEA/NEA, hereinafter referred to as the "Union."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION

1.1 DEFINITION OF BARGAINING UNIT

Pursuant to MERC Case No. R-80-K-434 and Case No. R-87-D-120 and in accordance with all applicable provisions of Act 379 of the Public Act of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All secretaries, clerks, and paraprofessionals employed by the Employer, hereinafter referred to as "employee(s)" but excluding the High School Office Manager, all secretarial and clerical positions working in the Administration Building prior to August 1981, confidential employees, supervisors as defined in the Act and all other employees.

1.2 AID TO OTHER GROUPS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining to make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE II - UNION SECURITY AND PAYROLL DEDUCTIONS

2.1 PAYROLL DEDUCTIONS

Upon written authorization from the employee, the Employer shall deduct from the pay of the employee and make appropriate remittance for Union dues and voluntary contributions to NEA/PAC and/or MEA-PAC, insurance options, annuity programs, credit union, and any other plans or programs approved by the Employer.

2.2 UNION DUES

For those employees having delivered their authorization prior to September 1 for dues and voluntary contributions to NEA/PAC and/or MEA-PAC, the employer shall deduct one-tenth (1/10th) of the annual amount from the first or second pay period of the month, beginning in September and ending in June of each year. For those employees delivering their authorization after September 1, the employer shall deduct one-tenth (1/10th) of the annual amount from the first or second pay period of the month and each month thereafter until ten (10) deductions have been made or the end of August whichever comes first. Deductions for any calendar month shall, within the (10) working days after the deductions have been made, be remitted to the designated financial officer of the Union accompanied with the names of employees from whom dues and voluntary contributions to NEA-PAC and/or MEA-PAC have been deducted.

ARTICLE III - UNION REPRESENTATION

3.1 UNION REPRESENTATIVES

For the purpose of handling complaints and/or grievances under the grievance procedure, the Union shall be represented by Building Representatives or alternate representatives.

3.2 PROCESSING GRIEVANCES

The Building Representatives and/or the Union President shall, after receiving permission from his/her Immediate Supervisor, be allowed to investigate alleged grievances and/or process grievances, provided he/she states to his/her Immediate Supervisor the nature of, the location of, and the approximate time required for such involvement.

3.3 AUTHORIZED TIME

Authorized time spent during regularly scheduled working hours by Building Representatives and the President shall be paid for at the regular rate.

3.4 IDENTIFICATION OF REPRESENTATIVES

The Union will furnish to the Employer a list of the Building Representatives, President, and other officers of the Union and other authorized agents or representatives. The Employer will notify the Union of it's representatives in the grievance procedure, and will notify the Union of any changes therein.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 DEFINITION

A "grievance" is a claim by one (1) or more employees that there has been an alleged improper application or violation of this Agreement.

An "aggrieved employee" is the employee (or employees) who is affected and, therefore, will make the claim.

- 4.2 <u>LEVEL ONE (IMMEDIATE SUPERVISOR)</u>
 - 4.21 The grievance shall be presented to the principal or immediate supervisor within fifteen (15) working days following the day on which the event first occurred.
 - 4.22 A Union representative shall have the opportunity to be present at the discussion.
 - 4.23 Any settlement shall not be contrary to any of the terms of this agreement.
 - 4.24 If the grievance is not then settled it shall be reduced to writing on a grievance form and presented to such principal or supervisor for a written answer. Such presentation shall be made within five (5) working days after the discussion in Section 4.21

4.3 LEVEL TWO SUPERINTENDENT OR DESIGNEE

If the answer of the Principal is not satisfactory, the President or his/her representative may present the grievance to the Superintendent or designee not more than five (5) working days following the answer of the Principal or supervisor in section 4.24 above. The decision of the Superintendent or designee shall be given, in writing, within five (5) working days thereafter.

4.4 LEVEL THREE (BOARD)

If the answer of the Superintendent or designee is not satisfactory, the grievance may be presented by the Union to the Board of Education by delivery to the Superintendent of Schools within five (5) working days after receipt of his decision in Section 4.3. A meeting between at least two (2) representatives of the Board of Education, one of whom shall be a Board member, and at least two (2) representatives of the Union, shall be scheduled within ten (10) work days after the Superintendent of Schools has received the grievance. The decision of the Board of Education shall be given in writing within five (5) work days following the meeting.

4.5 LEVEL FOUR (ARBITRATION)

If the decision of the Board of Education is not satisfactory to the Union, the Union wishes to carry it further, it shall, within thirty (30) working days after receipt of the answer in Section 4.4 above, send written notice to the Board of Education requesting arbitration. The Union shall file a demand for arbitration to the American Arbitration Association and thereafter it shall be handled in accordance with the Association's rules. Each arbitration decision shall be final and binding on the Employees, the Union, and the Employer: and there shall be no appeal from any arbitrator's decision. All fees and expenses of the arbitrator shall be borne equally between the Union and the Employer.

4.6 POWER OF THE ARBITRATOR

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement, nor shall any grievance be heard which does not relate to the application or interpretation of the terms of this Agreement or to a matter of discipline, nor shall the arbitrator have any power to fix wage rates.

NOTE: No Employee, but only the Union, may invoke the arbitration process.

4.7 TIME LIMITS

The time limits set forth herein are deemed to be of the essence and failure by the Union to appeal within said time limits shall be deemed

as a acceptance of the last answer of the Employer. Failure of the Employer to answer within the time limits shall be deemed a denial of the grievance and it may then be appealed to the next step.

At any step of the grievance procedure the time limits may be extended by oral agreement within the specified time limits and confirmed in writing by the requesting party.

4.8 WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate or overtime rate, whichever is applicable.

ARTICLE V - DISCHARGE AND DISCIPLINE

5.1 PROBATIONARY EMPLOYEES

Probationary Employees (see section 6.1) may be discharged, disciplined or laid off for any reason except lawful Union activity without recourse to the grievance procedure.

5.2 NOTICE OF DISCHARGE OR DISCIPLINE

The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the Union president of the discharge or discipline.

5.3 DISCUSSION

The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Union representative at a place made available by the Employer before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative, will discuss the discharge or discipline with the employee and the Union representative.

5.4 <u>REVIEW</u>

Should the discharged or disciplined employee or the Union consider the discharge to be improper, a complaint shall be presented in writing through the Union to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

5.5 USE OF PAST RECORD

Except for infractions involving morals, in imposing any discipline on a current charge the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

5.6 PERFORMANCE REVIEW

Performance reviews will be done each school year on an approved form. Each building principal will be responsible for completing the performance review (in the event there is no building principal, the administration shall designate an immediate supervisor) at least fifteen (15) work days before the end of each school year. A copy of the performance review shall be submitted to the employee within five (5) work days of the time it is reduced to writing. A conference may be initiated by either the employee or the administration on an optional basis.

An employee who wishes to respond to the performance review may do so by submitting her/his comments to the immediate supervisor in writing within fifteen (15) days to the receipt. Such response shall be attached to the performance review in the personnel file.

5.7 REPRESENTATION AT DISCIPLINARY MEETINGS

An employee shall be entitled to have present a representative of the union during any disciplinary meeting if the employee requests to have one present. When a request for such representation is made, no action will be taken with respect to the employee until such representative of the union is present.

An employee shall have no more than four (4) work days to serve a union representative of their choice and the administrator will normally convene a hearing within four (4) work days of notification of the availability of the parties unless extenuating circumstances arise.

5.8 PERSONNEL FILE

Each employee shall have the right, upon written request, to review the contents of his/her own personnel file which were made part of the file after the date of his/her employment. The employee may have a Union representative accompany him/her in such review.

ARTICLE VI - SENIORITY

6.1 DEFINITION OF SENIORITY

- 6.11 "Seniority" shall mean the length of uninterrupted service with the Employer since the employee's last date of hire or transfer into a <u>bargaining unit</u> position. Seniority shall be computed from the first work day for the employee following the employee's last date of hire or transfer into a bargaining unit position. Time spent on layoff and leaves of absence shall not be an interruption in service, and seniority shall continue to accrue.
- 6.12 New employees hired or transferred into the bargaining unit shall be considered as probationary employee for their first sixty-five (65) working days but for not more than one (1) calendar year. When an employee completes the probationary period, he/she shall be entered on the seniority list of the unit as of the date of

hire. There shall be no seniority among probationary employees.

- 6.13 An employee who is transferred to a position with the employer that is outside the bargaining unit shall not cause the layoff of any bargaining unit member in the event the employee is transferred back into the bargaining unit.
- 6.14 This entire article does not apply to overload paraprofessionals who are hired at the discretion of the administration. An overload paraprofessional is a paraprofessional assigned by the administration to a classroom because of the number of students enrolled in the class as opposed to an instructional paraprofessional (IP) or a specific paraprofessional (SP).

6.2 LOSS OF SENIORITY

An employee shall lose his/her seniority for only the following reasons:

- 6.21 If the employee quits.
- 6.22 If the employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- 6.23 If the employee is absent for two (2) consecutive working days without notifying the Employer. After such absence, the Employer will send notification by certified mail to the employee at the last known address as shown by the employment records that he/she has lost seniority and his/her employment has been terminated. If there are extenuating circumstances, the employee has thirty (30) calendar days after notification was sent out to appeal his/her termination.
- 6.24 If the employee retires.
- 6.25 If the employee fails to return from sick leave and leaves of absence, it will be treated the same as 6.23 above.
- 6.26 If the employee is laid off for more time than the employee was employed by the employer.

6.3 SENIORITY LISTS

- 6.31 The employer shall maintain three (3) seniority lists according to the classification in 7.31. The three (3) seniority lists will show the name, home address, last date of hire and job title for each employee in the bargaining unit entitled to seniority. Persons employed prior to December 15, 1992 are placed in the classification indicated on the seniority list dated December 15, 1992.
- 6.32 The Seniority List in 6.31 for Secretaries/Clerks shall be determined by starting with the "Seniority Date" listed on the seniority list dated January 1, 1981.

> 6.33 The Administration shall keep the Seniority List up to date at all times and shall provide the Union with updated copies, when requested by the President.

The employer shall also advise the Union President of any changes in the Seniority Lists in writing within ten (10) working days after said changes.

6.4 SENIORITY OF UNION PRESIDENT

Notwithstanding his/her seniority, the President of the Union shall not be laid off as long as he/she can perform any of the remaining bargaining unit work. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this subsection (6.4), the association agrees to defend such action, at its own expense and through its own counsel, provided:

- 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 level. The association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as direct consequence of the employer's compliance with this subsection (6.4).
- 3. The association shall have the right to settle and/or compromise any lawsuit against it regarding this issue, provided it informs and discusses same with the superintendent prior to final agreement so he/she can discuss the settlement options with the district's counsel.

ARTICLE VII - LAYOFF AND RECALL

7.1 DEFINITION

The word "layoff" means a reduction in the working force.

7.2 PRE-LAYOFF CONFERENCE

In implementing layoffs, the employer and the association will have a conference prior to the layoffs in an attempt to reduce disruption of services, expedite the layoff procedure, and review options.

If the administration determines layoffs are necessary, the association will have the opportunity to discuss its preferences (e.g. retaining full-time positions versus creating part-time positions).

After listening to and receiving input from the association, the

administration will implement its decision pursuant to Article XVII.

7.3 APPLICATION OF SENIORITY

7.31 Application of seniority in the event of employee layoff:

No employee in a given job title will be laid off if she/he has more seniority, meets the qualifications and can perform the job in a satisfactory manner. Staff with the least amount of seniority will be laid off first within each job title in each classification.

CLASSIFICATION "OP" CLASSIFICATION "IP" CLASSIFICATION "SP"

Media Specialists	Paraprofessionals	POHI
Office Clerks	- Chapter I	IEP Specific
Secretaries	- Special Education	Health Care

An employee in a position that is eliminated or reduced in hours may accept the layoff or reduction or may bump a staff member with less seniority within their classification within ten (10) working days of being notified. If a person bumps into a position with a different job title than they currently hold, or previously held, the following will apply:

- 1. There will be a trial period of no less than twenty (20) work days and no more than forty (40) work days. Generally, by the 35th work day, the administration will share a performance review with the employee. If the performance review evaluation is satisfactory, the trial period will terminate at the conclusion of the 40th work day. If the performance review is unsatisfactory, the trial period may be extended by twenty (20) work days at the discretion of the administration. If the administration fails to do a performance review, the employee's performance shall be considered to be satisfactory and the trial period expressly terminated.
- 2. Within the trial period, if the administration determines that the employee does not meet the job requirements or the employee determines that she/he does not want the job, the trial period will end and the staff member will be placed on layoff. The bumped person will be returned to her/his former position.
- 3. If the employee disagrees with the administrative decision, they may file a written complaint with the administration within ten (10) working days of receiving the administration's written notification that they were not qualified for the job.
- 4. The Administration and the Union will jointly convene a committee to review the complaint. The committee will consist of two (2) representatives selected by the Union and two (2) selected by the Administration. Failure of the four

persons to arrive at a majority decision will result in the committee selecting an independent fifth member to break the tie. The decision of the committee shall be binding on the parties.

- 5. Upon successful completion of the trial period, the employee will be given the title of the position along with the pay and benefits of the position.
- 7.32 Where the layoff is intended to be of three (3) working days or less, the laid-off employee shall have no right to claim the job of a less senior employee during such three (3) days.
- 7.33 When the working force is increased after a layoff, employees who are on layoff with the most seniority within each classification shall be recalled first. If an employee is recalled to a job title other than one she/he previously held, she/he has the right to refuse the recall and retain his/her seniority rights. If the employee accepts the recall, the probationary period in Section 7.31 will apply. Notice of recall shall be sent to the employee at the last known address by certified mail. Notice shall be given by the employee of his/her intent to return to work within five (5) work days. If an employee fails to report to work within thirty (30) calendar days from date of mailing of notice of recall she/he shall be considered a quit and lose all seniority rights.
- 7.34 An Employee to be laid-off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Union President shall receive a list from the Employer of the employees being laid-off on the same date the notices are issued to the employees. This Section shall not apply to 10-month and part-time employees at the end of the school year.
- 7.4 There will be no crossover between any classifications under any circumstances whatsoever without the expressed written approval of the superintendent. For example, Instructional Paraprofessionals may not bump Secretaries/Clerks and, likewise, Secretaries/Clerks may not bump Instructional Paraprofessionals, etc.

Secretaries/Clerks, Instructional Paraprofessionals, and Specific Paraprofessionals notified of layoff or on layoff shall, in order of seniority within their classification, be given first consideration for vacancies that occur that are not otherwise filled by 7.3 and Article VIII for that vacancy. The Board shall have the sole discretion of permitting classification crossover.

ARTICLE VIII - VACANCIES, PROMOTIONS, AND TRANSFERS

There will be no crossover in classification unless the Board, in its sole discretion, is willing to consider it.

8.1 TRANSFERS OUT OF UNIT

If an employee is transferred to a position under the Employer not

included in the unit and is thereafter transferred again to a position within the unit, he/she shall retain all rights accrued for the purposes of any benefits provided for in this Agreement except seniority.

8.2 DISCUSSION

The Employer agrees that in making the transfer of any employee or group of employees from one classification to another or from one location to another, such transfer will be discussed as soon as possible upon request of the Union.

8.3 POSTING

8.31 All vacancies and newly created positions shall be posted in a conspicuous place in each building in the district at least seven (7) calendar days prior to filling such vacancy or position. The Employer shall provide the Union President with a copy of each posting.

During the months of June, July and August, the Administration will also send postings to a representative from each building designated in writing by the president, who will then be responsible for disseminating the posting information promptly to the general membership.

In the event of a vacancy or a newly created position, employees 8.32 shall be given the opportunity to transfer on the basis of seniority, provided that if an employee transfers into a position with a different job title than one they previously held, they shall be prepared to demonstrate to the administration that they meet all of the qualifications of the job posting. Some assessment devices may include, but are not limited to resumes, interviews, confidential references, relevant testing, performance reviews, other information submitted by the applicant, etc. The Trial period of Section 7.31 will apply only to persons applying for and receiving a new job with a new job title. In the event the trial period is determined to be unsatisfactory by the administration, the employee will be returned to her/his former job. An employee who voluntarily exercises her/his right to return to her/his former job forfeits the right to bid on another vacancy or newly created position which is posted within the next twelve (12) months.

8.4 ASSIGNMENT

- 8.41 Determination of the position shall be made within fifteen (15) working days after the posting period, and awarded if there are any successful applicants.
- 8.42 The Union shall be notified of the successful bidder and all applicants shall be notified of acceptance or denial.

8.5 TEMPORARY ASSIGNMENTS

> In making temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., the Employer will place the employee who meets the requirements for such jobs. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

8.6 BENEFITS FOR EMPLOYEE IN TEMPORARY ASSIGNMENT

Any employee employed in a temporary assignment for more than sixty (60) work days will be entitled to the benefits as provided in this Agreement.

8.7 When a new part-time paraprofessional position is created by the administration, the administration will consider and review the option of combining it with an existing position dependent upon budgetary limitations and other circumstances.

ARTICLE IX - LEAVES OF ABSENCE WITHOUT PAY

- 9.1 UNION LEAVE
 - 9.11 Upon written application the employer will grant a leave of absence to not more than one (1) employee at a time for not more than three (3) years for the purpose of filling an appointed or elected Union office, providing the remaining employees can do the available work or a qualified replacement can be found and the employee gives three (3) months written notice to the employer. The employee must notify the employer in writing by July 1 of his/her intent to return to work for the forthcoming school year, which normally begins in late August or early September.
 - 9.12 A Leave of Absence not to exceed one (1) year shall be granted in the event an employee becomes a full-time Union Representative.
 - 9.13 Leave of Absence totaling not more than twenty (20) work days per calendar year shall be granted for official Union meetings or conferences or training sessions, provided that no more than two (2) employees from the same classification shall be granted leave at the same time. The Employer shall be notified of such intended leave of absence at least two (2) weeks in advance of the meeting to allow for replacement to be obtained.

9.2 PERSONAL AND EMERGENCY LEAVE

- 9.21 A leave of absence of three (3) days or less may be granted upon oral request to the Administrator or designee. Any request for a leave of more than three (3) days must be made in writing, with reasons stated.
- 9.22 A leave of absence of four (4) days but not exceeding six (6) months upon written request may be granted at the discretion of the Administration or designee to any employee not probationary. An extension of up to six (6) months may be granted upon written request.

The Employer shall grant to an employee with seniority a leave of absence for up to one (1) year, provided that proof of illness of the employee or the illness of the employee's spouse or dependents, satisfactory to the Employer, is furnished from time to time upon request. Seniority shall terminate at the end of such period of leave unless the Employer extends the leave of absence for no more than six (6) additional months, in which event the seniority shall extend for a like period.

9.4 OTHER LEAVES

Other written requests for leave of absence, without pay, may be granted at the sole discretion of the Administration.

9.5 WITHOUT PAY

All leaves of absence under this Article shall be without pay.

9.6 FAMILY AND MEDICAL LEAVES PURSUANT TO PL-103-3, 1993

Upon written request of the employee, the employer shall grant leaves in accordance with PL 103-3, 1993 hereinafter refereed to as the Family and Medical Leave Act (FMLA) to eligible employees who have worked at least 1250 hours during the past twelve months for full year employees and at least 1000 hours during the last twelve months for school year employees.

9.61 Leaves shall be granted for the following reasons:

- a. The serious health condition of the employee, or
- b. The serious health condition of the employee's spouse, parent, or child; or
- c. The birth of a child, or
- d. The placement of a child for adoption or foster care

Child includes any individual under 18 for whom the eligible employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

- 9.62 For serious health condition leaves (9.61 a,b) or the birth of a child the eligible employee shall have the option of using accrued sick leave, according to Article X, for all leaves under this section the employer may require employees to use accrued and earned vacation time for all or part of the leave.
- 9.63 Medical/surgical benefits will be continued for the first twelve (12) weeks of the unpaid leave under the same conditions and at the same level as if the employee were still at work. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence or a serious health condition or circumstances beyond the employee's control)

the board shall have the right to recover all premium payments made during the unpaid leave.

- 9.64 The employee shall have the right to take the leave on a reduced or intermittent schedule. However, the Board may place the employee in an alternate position temporarily, providing the employee is qualified, there are equivalent pay and benefits, and the position better accommodates recurring periods of leave than does the present position. The employee shall attempt to schedule this leave so as not to disrupt the continuity of services and instruction.
- 9.65 The Board may require medical certification when the leave is due to a serious health condition of the employee or a defined family member. The Board may require a second opinion at its expense and at a provider it approves when it has reason to doubt the validity of the certification.
- 9.66 Seniority shall continue to accrue during the leave according to section 6.11 and there shall be no loss of any previously accrued benefits.
- 9.67 Whenever practicable, the employee will provide the employer at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request, the expected beginning date, the expected ending date, and whether or not the employee intends to use paid leave, if eligible, for any part of the leave.
- 9.68 Employees returning under the provisions of the Family and Medical Leave Act shall be reinstated to the same or equivalent position with no loss of benefits.
- 9.69 If an employee believes there has been an improper application or violation of this section, he/she should first present the concern directly to the Superintendent or designee. If a satisfactory answer is not received within 15 working days of the discussion with the Superintendent or designee, the problem may be reduced to written grievance and shall be submitted at level two of the grievance procedure.

9.7 RETURNING FROM LEAVE

Each employee who in returning from a leave of absence consisting of sixty (60) calendar days or less or returning from any sick leave (paid or unpaid) will be placed in a vacant position for which she/he is qualified. In the event no such position is available, the employee returning from leave will be assigned to a position held by an employee with less seniority. Such position must have a wage rate equal to or greater than the position she/he held immediately prior to his/her leave of absence.

If there is no position that has the requirements stated above, the employee will be assigned to any position for which she/he is qualified

and is vacant or held by an employee with less seniority.

An employee returning from a leave of absence other than sick leave or more than sixty (60) calendar days shall be returned to the first vacancy for which she/he is qualified.

ARTICLE - X LEAVES OF ABSENCE WITH PAY

10.1 DEFINITIONS

- 10.11 "Immediate Family" shall mean father, mother, husband, wife, child, step-child, a child for which the employee has been appointed guardian by a court or agency, sister, brother, parentin-law, grandchild, brother-in-law, sister-in-law, daughter-inlaw, son-in-law, and grandparents.
- 10.12 "Relative" shall mean uncle, aunt, first cousin, niece, and nephew.
- 10.13 "Hourly Rate" shall mean regular straight time hourly rate provided for in this Agreement and compensation or pay lost shall be for time lost from regular employment.

10.2 SICK LEAVE

10.21 Accumulation

Sick leave days shall accrue effective September 1 at the rate of twelve (12) days per year for 12-month employees and 10 days per year for 10-month employees. Employees employed after September 1 shall be granted, for the balance of that school year, as many sick leave days as there are months remaining in the year. (A day is equal to the number of regularly scheduled hours the employee works during a work week divided by five.)

The employer will furnish to each employee the accumulated sick leave credit each has as of every September 1.

10.22 Maximum Accumulation

Any remainder of sick leave days granted in Section 10.21 shall be credited and accumulated for additional absences due to personal disability, and the total number of days accumulated shall be unlimited.

10.23. Additional Absence Beyond Accumulated Days

Additional absences due to personal disability shall result in a loss of pay for that day as determined by Section 10.13.

10.24 Immediate Family

The sick leave days of the current year may be used for a disability of a member of the immediate family. These days, so

used, are not additional. any unused portion of the twelve (12) days or ten (10) days will be allowed to accumulate.

10.25 Pregnancy Disability

To the extent and at the time that a pregnant employee has medical information indicating her last day of work prior to delivery and her first available date for work after delivery, such information will be furnished to the Administration.

10.26 Use Abuse

Any abuse of the sick leave provisions shall result in disciplinary action up to and including discharge.

10.27 Rights Reserved

The Mona Shores Board of Education reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on each individual case.

10.3 DEATH IN IMMEDIATE FAMILY NOT CHARGED TO SICK LEAVE

- 10.31 Absence of not more than five (5) consecutive days by the death in the immediate family shall be compensated at the hourly rate.
- 10.32 Additional absence shall result in deduction at the hourly rate.
- 10.33 Absence of not more than three (3) consecutive days caused by the death of a relative who has been living in the same home of the employee shall be compensated by payment at the hourly rate.
- 10.34 Absence of not more than one (1) day caused by the death of a relative.
- 10.35 No remainder of leave days granted in this Section (10.3) may be accredited or accumulated.

10.4 MISCELLANEOUS PROVISIONS

- 10.41 The Superintendent or designee shall certify to the legitimacy for a claim for compensation for absence covered in Sections 10.24 and 10.3 by entering on the payroll report the dates and causes for said absence providing the provisions covering absence due to the death or personal disability of a member of immediate family are complied with.
- 10.42 Any employee whose personal disability extends beyond this period compensated under Section 10.2 shall be granted a leave of absence without pay for such time as is necessary to complete recovery from such disability. Upon return from leave, the employee shall be assigned to the same position, if available, or an equivalent position.

- 10.43 Unused sick leave days may not be carried forward in case of subsequent re-employment by this school system.
- 10.44 Any absence for causes other than those set forth in the preceding sections and paragraphs shall be subject to a conference between the absentee and the Superintendent or designee who shall determine what compensation, if any, shall be made for such absence; his/her decision being subject to approval by the Board of Education.
- 10.45 If an absence of more than the allotted days in Sections 10.31 and 10.33 is needed, additional days will be considered by the Superintendent or designee upon request.

10.5 PERSONAL BUSINESS DAY

- 10.51 Each September 1 an employee who is regularly scheduled to work more than 3.5 hours per day shall be granted one (1) paid personal business leave day for attending to business which cannot be done during non-work hours. Employees hired after January 1 will not receive a personal business day for the remainder of that school year.
- 10.52 If the employee does not use his/her personal business day by August 31 of the following year, it will be added to his/her accumulated sick leave days.
- 10.53 Notice of personal business leave request on a form developed by the district shall be given a minimum of two (2) days in advance of the request leave date. Exceptions to the two (2) day advance notification may be granted by the Administration for emergency situations or extenuating circumstances.
- 10.54 Not more than ten (10) percent of the employees in any classification may be absent due to Section 10.51 on any day without the approval of the administration.

10.6 ABSENTEEISM

No employee shall be absent from regular duties for causes other than those set forth herein without first obtaining permission therefor.

ARTICLE XI - VACATION (PARAPROFESSIONAL EXCLUDED FROM THIS ARTICLE)

11.1 LENGTH

Effective on each September 1 the employee will be credited with the following paid vacation time, based on the number of months worked in the previous year (September 1 through August 31).

Seniority	10-Month or Less <u>Employee</u>	12-Month Employee
8 months through 8 years	5 days	10 days
9 through 15 years	10 days	15 days
16 years and over	12 days	20 days

Vacation time should be taken within a given school year (September 1 through August 31) and during school vacations. Deviations from this may be granted if placed in writing at least two (2) weeks before requested date(s).

11.2 RATE OF PAY

Vacation pay per day shall be the product of the employee's straighttime hourly rate and the number of regularly scheduled hours the employee works during a workweek divided by 5.

ARTICLE XII - HOLIDAYS

12.1 HOLIDAY PAY

Holiday pay for all employees with regular scheduled hours shall be:

*	Labor Day	Day Before New Year's
	Thanksgiving Day	New Year's Day
	Day After Thanksgiving	Good Friday
	Day Before Christmas	Memorial Day
	Christmas Day **	Fourth of July
	Day After Christmas	

The above days will not be in effect for that portion of the day that school is in session, if any.

- Applicable for paraprofessionals only if children are in session prior to Labor Day.
- ** For 12 month employees only.

12.2 CHRISTMAS/NEW YEARS ON FRIDAY TO MONDAY

When Christmas and/or New Year's Day falls on a Friday, Saturday, Sunday, or Monday, the employe shall be given the preceding workday and the following workday off from work with pay. (e.g. Christmas Day on Friday would give Thursday, Friday and Monday off.)

12.3 RATE OF PAY

The Holiday pay for each of the above days for each employee shall be the product of: (1) the employee's straight-time hourly rate and (2) the number of regularly scheduled hours the employee works during a workweek divided by 5.

13.1 WRITTEN NOTICE

The Employer will not change the present starting times or regular hours of work or the presently scheduled workweek without two (2) weeks prior written notice. Employees shall work all overtime hours.

13.2 BREAKS

Employees who regularly work more than 20 hours per workweek shall receive two paid coffee breaks of 15 minutes each during each 1/2 of their shift at such times as are designed by the Employer. All other employees shall receive only one 15 minute coffee break.

13.3 LUNCH PERIODS

All lunch periods will be at least thirty (30) minutes and shall be unpaid.

13.4 OVERTIME

Employees shall be paid overtime at one and one-half times their straight-time hourly rate for all hours worked in excess of eight (8) hours in a workday and in excess of forty (40) hours in a workweek.

13.5 SNOW DAYS

All secretary/clerks and media specialists are required to work unless otherwise notified by the Administration. If secretary/clerks and/or media specialists are notified not to report to work by the Administration, they will be paid for the regularly scheduled hours at their current hourly rate. Paraprofessionals are not required to work and will not be paid. If, due to inclement weather or mechanical failure, it is necessary to delay the opening of school or employees are sent home early, all employees shall be paid their regular wages for their full shift.

ARTICLE XIV - WAGE SCHEDULE

14.1 STEP ADJUSTMENTS

Each July 1, each employee that was employed in a bargaining unit position prior to the immediately preceding January 1 shall be advanced one full step on the hourly rate schedule. There shall be no "halfsteps".

Part-time employees shall be treated as full-time employees for the purpose of movement on the salary schedule.

14.2 PLACEMENT

The employer may hire or transfer into this bargaining unit employees at a salary schedule step at or greater then Step 1.

14.3 WAGE RATES FOR CLERKS, SECRETARIES, AND PARAPROFESSIONALS

14.31 July 1, 1993 through June 30, 1994

Step	Secretaries	<u>Clerk & Media</u>	Instructional Paraprofessionals
1	9.17	8.13	6.89
2	9.44	8.30	7.21
3	9.76	8.43	7.56
4	10.07	8.83	8.04
5	10.36	9.15	8.21
6	10.61	9.45	8.50
7	11.51	10.36	9.20

14.32 July 1, 1994 through June 30, 1995

<u>Step</u>	Secretaries	<u>Clerk & Media</u>	Instructional <u>Paraprofessionals</u>
1	9.45	8.37	7.09
2	9.72	8.55	7.42
3	10.05	8.68	7.79
4	10.39	9.09	8.28
5	10.67	9.43	8.46
6	10.93	9.73	8.75
7	11.86	10.67	9.48

14.33 July 1, 1995 through June 30, 1996

<u>Step</u>	Secretaries	<u>Clerk & Media</u>	Instructional <u>Paraprofessionals</u>
1	9.78	8.67	7.34
2	10.06	8.85	7.68
3	10.40	8.98	8.06
4	10.75	9.41	8.57
5	11.05	9.76	8.75
6	11.31	10.07	9.06
7	12.27	11.05	9.81

14.34 Year Four (4). For the 1996-97 school year, all hourly wages shall be determined by the formula in Appendix B.

14.4 LONGEVITY

14.41 Beginning with the eleventh (11th) year and eighteenth (18th) year of continuous and uninterrupted service to the Mona Shore Public Schools, eligible employees shall receive the following longevity payments:

- A. At least ten (10) years, but less than eighteen (18) years five cents (.05) per hour for every hour worked during the fiscal year (July 1 through June 30)
- B. Eighteen (18) years or more a maximum total of ten cents (.10) per hour for every hour worked during the fiscal year (July 1 - June 30).

14.42 Eligibility

- A. The employee shall not be absent from regularly scheduled work for more than ten (10) days during the fiscal year (July 1 through June 30), excluding approved vacations, approved funeral leave (Section 10.3), time lost due to work-related injury, and time lost due to a major illness or major surgery substantiated by a written doctor's statement.
- B. Longevity pay shall be paid in July each year.
- C. Eligible employees shall file written notification with the Personnel Office, indicating their eligibility for longevity pay, during the month of June each year.

14.5 RETIREMENT

An employee who retires under the provisions of the Michigan Public School Employees Retirement System, gives the Employer at least fifty (50) days advance written notice of resignation (the Superintendent may waive the 50 day requirement at his/her discretion due to extenuating circumstances), and has ten (10) or more continuous and uninterrupted years of service with the Mona Shores Public Schools immediately preceding retirement shall be paid fifty dollars (\$50.00) per year of service up to a maximum of one thousand dollars (\$1,000.00).

Administration approved leaves of absence or time spent on layoff status shall not count toward years of service eligibility, nor shall these periods of time be construed to be an interruption of continuous service.

ARTICLE XV - INSURANCE

15.1 Health

15.11 <u>Secretary/Clerk/Media Specialists Who Work 25 or More Hours Per</u> Week

The Board will provide to the employee the current Blue Cross Blue Shield protection as specified in Appendix A for the duration of this agreement for each employee and the employee's entire family. Each employee will contribute six and one-half percent (6-1/2%)*of the cost of the insurance he/she elects. Each employee must select the coverage based on his/her need and family status. Employees not electing health insurance may apply up to <u>\$95.00</u> per month toward a tax-deferred annuity or options.

15.12 <u>Instructional Paraprofessionals Working 20 or More Hours Per Week</u> <u>and Secretary/Clerk/Media Specialists Working Less Than 25 but</u> <u>More Than 20 Hours Per Week.</u>

The Board will provide to the employee the current Blue Cross Blue Shield protection as specified in Appendix A for each employee only. Each employee electing insurance will contribute six and <u>one-half percent (6-1/2%)* of the single subscriber rate.</u> Employees not electing health insurance coverage may apply up to \$70.00 per month toward a tax-deferred annuity or options. Employees selecting coverage for spouse or family will pay the difference in the premium cost between the plan they choose and single subscriber rates by payroll deduction.

* This provision is to take effect the month following ratification by both parties.

- 15.2 DENTAL
 - 15.21 SECRETARY/CLERK/MEDIA SPECIALISTS WHO WORK 25 OR MORE HOURS PER WEEK

The Board shall provide for each employee, their spouse, and their dependents the current dental plan (Delta Dental - Plan C, group #6252-0001).

15.22 INSTRUCTIONAL PARAPROFESSIONALS WORKING 20 OR MORE HOURS PER WEEK AND SECRETARY/ CLERK/MEDIA SPECIALISTS WORKING LESS THAN 25 BUT 20 OR MORE HOURS PER WEEK

The Board shall provide "employee only" coverage of the current dental plan (Delta Dental - Plan C).

15.3 VISION

The Board shall provide MESSA vision care plan VSP-I for all employees who work 20 or more hours per week.

15.4 LIFE

The Board shall provide to the employee term life insurance protection in the amount of \$10,000 plus A.D. & D. to be paid to the employee's designated beneficiary.

15.5 GENERAL PROVISIONS

15.51 In the event that an employee has exhausted paid sick leave, the above mentioned fringe benefits shall continue to be paid by the Board the month it is exhausted plus the following month.

15.52 In the event an employee is terminated, laid off, dies, or

resigns, the above fringe benefits shall continue until the end of the month in which the termination, lay off, death, or resignation is effective.

- 15.53 Open enrollment periods shall be September or within 30 days or hire date.
- 15.54 Employees who resign or retire and had health insurance coverage may extend it at their cost, plus a 2% administration fee, as per COBRA regulations.
- 15.55 The insurance benefits provided herein shall begin only after the employee has properly completed the necessary forms and the application has been accepted and approved by the carrier.
- 15.56 The provisions of this Article shall be controlled by the underwriter's requirements regarding benefits, eligibility and other matters.

15.6 COST CONTAINMENT CONSIDERATIONS

Both the Board/Administration and Association recognize the inherent responsibility of both parties to control escalating fringe benefit costs. To accomplish this goal, the Board may investigate and implement, for example, a MESSA Pak, at a future date provided actual significant savings occur.

The Association may make specific recommendations to the superintendent relative to an improved dental, vision and/or life insurance program, the Superintendent may accept or reject these recommendations.

It is clearly understood and agreed by both parties that, as the Board and/or the Association periodically review fringe benefit costs, the level of benefits/coverage may fluctuate and may not necessarily be the same each and every year, but in no event will the coverage be less than that provided in this Article and in effect in the 1993-94 school year.

ARTICLE XVI - MISCELLANEOUS

16.1 UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

- Notices of recreational and social events:
- Notices of elections;
- Notices of results of elections;
- Notices of meetings.

16.2 JURY DUTY

An employee who serves on Jury Duty will be paid the difference between his/her pay for Jury Duty and his/her regular pay.

16.3 SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Union.

16.4 UNIT WORK

Supervisory employees and other employees not covered by the bargaining unit shall not perform any bargaining unit work which would cause the layoff or reduce the hours of any bargaining unit employees except, they may continue to perform those duties that have been the custom in the past, to fill in for absent employees, training and instructional work of an emergency nature, and work on new procedures, methods, or equipment.

16.5 CONTRARY TO LAW

If any provisions of this Agreement shall be found contrary to Federal, State, and/or General School law, then such provision shall not be deemed valid and subsisting except to the extent permitted by such laws.

16.6 IN-SERVICE

It is agreed by both parties, there may be times when the administration determines it is necessary to provide in-service training for all, some or individual staff members. If an employee perceives an individual need exists for additional training related to their current, assigned duties, the employee shall define the specific training needed with supportive rationale through a written request to the immediate supervisor and the Director of Pupil Personnel Services.

The Administration will consider each individual request and make a final decision regarding its implementation and communicate the decision to the employee.

16.7 SMOKE AND TOBACCO FREE ENVIRONMENT

The Mona Shores Secretarial, Clerical and Paraprofessional Association (MESPA) and the Board of Education of the Mona Shores Public Schools hereby agree a smoke and tobacco-free environment is a positive method of promoting health, wellness and awareness. In order to accomplish and implement this environment it is mutually understood and fully agreed by both parties the Board of Education shall have the right to develop, approve and implement a policy, rules and regulations establishing all Mona Shores Public Schools buildings, grounds and vehicles as smoke and tobacco-free at all times. This policy, its rules and regulations shall be applicable to all persons who may utilize the district's buildings, grounds or vehicles.

ARTICLE XVII - EMPLOYER RIGHTS

17.1 AUTHORITY

The Union recognizes that the Employer, on its 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 vested in it by General School Law and the Constitution of the State of Michigan and of the United States.

17.2 MANAGEMENT

Except as expressly abridged or modified by this Agreement or by Act 379, the powers, rights, authorities, duties, and responsibilities shall include, by way of illustration and not by way of limitation the right to:

- a. Manage and control the schools business, the equipment, and the operations, and to direct the working forces and affairs of the Employer.
- b. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees for just cause, transfer employees, assign work to employees (if above the employee's division, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with layoff and recall provisions of this Agreement.
- c. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work, the institution of new and/or improved methods or changes therein.
- d. Adopt reasonable rules and regulations.
- e. Determine the qualifications of employees, including physical conditions.
- f. Determine the number and locations or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and relocations or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
- g. Determine the place of operations, production, service, maintenance, or distribution of work, and the source of materials and supplies.
- h. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- i. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- j. Determine the policy affecting the selection, testing, or training

of employees, providing that such selection shall be based upon lawful criteria.

ARTICLE XVIII - NO STRIKES

For the term of this Agreement the Union, its officers, and its members, individually and collectively, agree that neither it or they will cause, permit, or take part in any sit-down, stay-in, or slow-down, or any curtailment of work, or restriction of service, or interference with education of the children. The Union, its officers, and its members will not cause, or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Employer's operations, or picket any of the Employer's premises or interfere with the peaceful operation of the Employer.

ARTICLE XIX - WAIVER

The parties agree that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unequivocally 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, except as may be expressly provided for herein, or with respect to any other matter or subject not specifically referred to or covered in this Agreement.

Article XX - DURATION AND TERMINATION

- 20.1 This agreement is effective March 1, 1993 and shall continue until midnight February 28, 1997, at which time it shall terminate whether or not any notice of termination has been served on either party by the other.
- 20.2 Commencing no later than January 1997, the parties shall meet and arrange for negotiations of the next collective bargaining agreement.
- 20.3 It is clearly understood and agreed by both parties that hourly wages for 1993-94 are retroactive to July 1 of 1993.
- 20.4 IN WITNESS WHEREOF, the parties hereto have executed this agreement.

BOARD OF EDUCATION OF THE DISTRICT OF MONA SHORES PUBLIC SCHOOLS:

By President

all By endent

Chief Negotiator

March 8, 1994 Date Ratified

MONA SHORES SECRETARIAL CLERICAL PARAPROFESSIONAL EDUCATION SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

1 By President

By Secretary By

Uniserv Director and Chuef Negotiator

February 24, 1994 Date Ratified

APPENDIX A

INSURANCE SPECIFICATIONS

Blue Cross/Blue Shield coverage is listed below:

- (1) MVF 1, D45NM, Semi
- (2) PPNV 1 (Formerly IMB/OB)
- (3) DC (Formerly DCCR/DC)
- (4) ML
- (5) CC/CLC
- (6) FAE/RC
- (7) VST
- (8) PDP \$2.00 Copay
- (9) Master Medical Option II

Each employee must select the coverage based on his/her coordination of benefits (need and family status) listed below:

- (1) Employee and family
- (2) Employee and spouse
- (3) Employee only
- (4) Option plan
- (5) None

Change in family status will be allowed accordingly to the regulations of the insurance carrier.

APPENDIX B

The Formula for Determining Wages for 1996-97 School Year (Section 14.34)

Due to public school finance reform in late 1993, schools will be funded based upon "Foundation grants for general operating purposes." For the 1996-97 fiscal year (July 1 through June 30), any hourly wage increases shall be based upon the following criteria:

- A. Up to the first two percent (2%) of any increase in the Foundation Grant shall be excluded. (This shall be construed to mean if the increase in the Foundation Grant is two percent (2%) or less, there shall not be an increase in the hourly rate schedules.)
- B. In the event the Foundation Grant is increased by an amount greater than two percent (2%) over the previous fiscal year (1995-96), the hourly rate schedules covered by this agreement shall be increased by the percent increase in excess of two percent (2%) up to a maximum of 4-1/2%.

C. Example:

1.	1996-97 Foundation Grant less 1995-96 Foundation Grant	\$4,800 -4,571	
		229	difference
2.	Divide the difference by	229	
	the 1995-96 Foundation Grant	4,571	
	to determine the percent increase	5.0%	
3.	The increase in the Foundation Grant	5.0%	
	less the Board's fixed costs, etc.	- 2.0%	
	determines the figure to be used	3.0%	
	as the multiplier on each step of		
	the salary schedule, thus each		
	step on the schedule would increase		
	by 3% using this example.		

- D. In the event another union within the Mona Shores Public Schools reaches an agreement with the Board of Education which results in a general* percent wage increase that is greater than the percent increase generated by this formula, then the same general increase shall be applied to the hourly wages of this bargaining unit in lieu of the above formula.
- E. In the event the Legislature amends the State Aid Act and/or School Code so that the concept of "Foundation Grant" is changed or eliminated, this section of the contract shall be null and void and the parties will meet to bargain the hourly wage rates for the 1996-97 school year.

> * General percent wage increase is defined as the percent increase applied to the salary schedules contained in the respective collective bargaining contracts but specifically and expressly excluding any adjusted increase which may be negotiated for an individual(s), category or classification.

LETTER OF UNDERSTANDING

Regarding Laurie Gardner, Junior High Guidance Clerk

It is understood that the Junior High Guidance Clerk believes the position should be upgraded to a secretarial position. Therefore, within sixty (60) days of ratification of this agreement, this employee shall send written evidence with specific and appropriate rationale relative to possible justification for reclassification to the Superintendent. The Superintendent will then convene a committee chaired by an administrator to review this request and construct a recommendation. The Superintendent will consider the recommendation and accept, modify or reject it. The Superintendent's decision shall be final and binding.

MONA SHORES SECRETARIAL, CLERICAL, PARAPROFESSIONAL ASSOCIATION

Harrison Sikkenga

Date:/

MONA SHORES SCHOOLS

Gordon Norman Date:

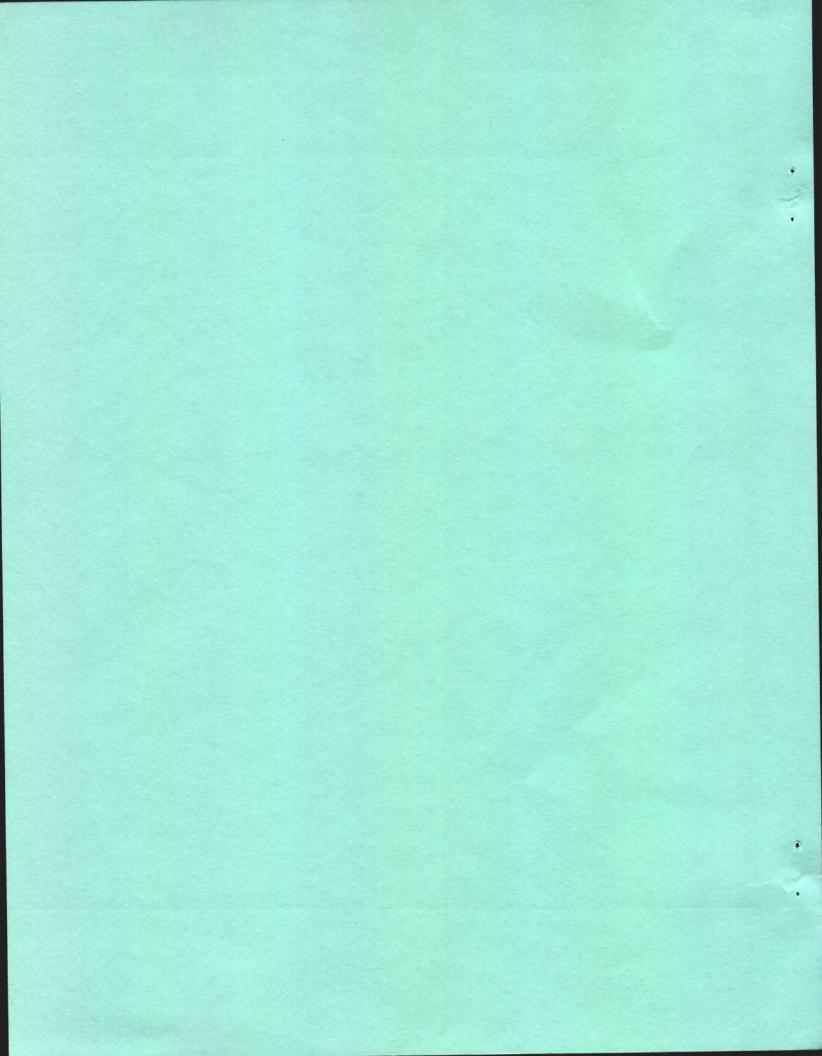


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