

# **Master Agreement**

**between the**

**Dansville Education**

**Support Personnel**

**Association**

**and the**

**Dansville Board of Education**

**July 1, 2012 – June 30, 2013**

Contents

ARTICLE 1 – AGREEMENT .....2

ARTICLE 2 – PURPOSE.....2

ARTICLE 3 – RECOGNITION .....2

ARTICLE 4 – EXTENT OF AGREEMENT .....3

ARTICLE 5 – AGENCY SHOP .....3

ARTICLE 6 – ASSOCIATION RIGHTS .....8

ARTICLE 7 – BOARD OF EDUCATION MANAGEMENT RIGHTS .....9

ARTICLE 8 – BARGAINING UNIT MEMBER RIGHTS AND PROTECTIONS.....11

ARTICLE 9 – GRIEVANCE PROCEDURE.....17

ARTICLE 10 – SCHOOL CLOSURE/DISMISAL.....22

ARTICLE 11 – NEGOTIATIONS PROCEDURE.....22

ARTICLE 12 – WORK YEAR, WORKWEEK, WORKDAY .....23

ARTICLE 13 – GENERAL WORKING CONDITIONS .....26

ARTICLE 14 – CONDITIONS OF EMPLOYMENT .....27

ARTICLE 15 – SENIORITY .....33

ARTICLE 16 – VACANCIES, TRANSFERS, INVOLUNTARY TRANSFERS, AND PROMOTIONS.....35

ARTICLE 17 – REDUCTION IN PERSONNEL/LAYOFF, REDUCTION OF HOURS, AND RECALL .....38

ARTICLE 18 – SICK LEAVE.....40

ARTICLE 19 – OTHER PAID LEAVES.....41

ARTICLE 20 – UNPAID LEAVES .....42

ARTICLE 21 – HOLIDAYS .....44

ARTICLE 22 – BARGAINING UNIT MEMBER EVALUATIONS .....44

ARTICLE 23 – JOB DESCRIPTIONS .....46

ARTICLE 24 – DURATION OF AGREEMENT.....47

APPENDIX A.....48

APPENDIX B.....50

APPENDIX C..... 52

## ARTICLE 1-AGREEMENT

This Agreement entered into this July 1, 2012, by and between the Dansville Educational Support Personnel Association-MEA/NEA, hereinafter called the “Association” and the Dansville Board of Education, hereinafter called the “Employer.”

## ARTICLE 2-PURPOSE

### **2.1 Agreement**

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

### **2.2 Dispute Resolution**

The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

## ARTICLE 3-RECOGNITION

### **3.1 Bargaining Unit Defined**

The Dansville School Board of Education hereby recognizes the Dansville Educational Support Personnel Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, for all full-time and regularly scheduled part-time, probationary and non-probationary, Educational Coordinators, and Assistants (Aides), Bus Drivers and Custodial/Maintenance employees of the Dansville Schools. Excluded are supervisors, substitutes, and casual and temporary employees, and all other employees.

### **3.2 Employees**

Unless otherwise indicated, use of the term “employee” or “bargaining unit member” when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

- A. Full-time: A bargaining unit member who is employed at least thirty (30) hours per week.
- B. Part-time: A bargaining unit member who is employed less than thirty (30) hours per week.
- C. Probationary: A bargaining unit member who is newly hired to fill a full-time or part-time position for a probationary period for ninety (90) work days.
- D. Substitute: A person who is employed to fill a full-time or part-time position on a per diem basis while the regular bargaining unit member is absent or on approved leave. Such members shall not be members of the bargaining unit by virtue of such service.
- E. School-year employee: A bargaining unit member employed to work at least one school year and whose employment follows the school calendar.
- F. Full-year employee: A bargaining unit member who is employed to work on a twelve (12) month basis.

#### ARTICLE 4-EXTENT OF AGREEMENT

##### **4.1 Severability**

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) workdays to renegotiate the provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

##### **4.2 Individual Agreements**

The individual contract between the Employer and an individual bargaining unit member shall be subject to and consistent with the terms and conditions of this agreement. No individual agreements shall be executed between the Employer and an employee, unless such agreements have been bargained between the Board and the Association.

#### ARTICLE 5-AGENCY SHOP

##### **5.1 Service Fees**

Each bargaining unit member shall, as a condition of employment:

- A. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or

- B. Pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee.

No bargaining unit member is required to become or remain a member of the Association as a condition of employment. Each bargaining unit member has the right to freely join or decline to join the Association and to freely retain or discontinue his/her membership in the Association subject to the provisions of the MEA Constitution and Bylaws and to the extent permitted by law. Bargaining unit members who timely elect not to become members of the Association are required to pay a reduced service fee to the Association equivalent to his/her proportionate share of Association expenditures that are necessary to support representational activities as provided by law.

In the event that the bargaining unit member shall not pay such service fee directly to the Association, authorize payment through payroll deduction, the employer shall pursuant to MCLA 408.477; MSA 17.277(7) and the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction under the procedures provided below:

1. The procedure in all cases of non-payment of the service fee shall be as follows:
  - a. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.
  - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the board to make such deduction pursuant to Paragraph A above.
  - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member remitted the service fee to the Association or authorized payroll deduction of same.

- d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of bargaining unit member so affected.

## **5.2 Employee Consent**

Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.

## **5.3 Objections Policy**

Pursuant to *Chicago Teachers Union v Hudson*, 106 S ct 1066 (1986), the Association has established a “Policy Regarding Objections to Political-Ideological Expenditures.” That Policy, and the Administrative Procedures (including) the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or be subject to any other administrative or judicial procedure (other than the procedure for review which is set forth in the “Policy Regarding Objections to Political-Ideological Expenditures” and “Administrative Procedures”).

## **5.4 Activation Dates for Dues/Service Fees**

Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association’s notification to non-members of the fee for that given school year.

## **5.5 Certification and Provision of Information**

The Association will certify at least annually to the district, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the Board, and that said service fee includes only those amounts permitted by this Agreement and in conformance with standards and procedures specified in applicable law.

The parties agree to cooperatively discuss and exchange information regarding the Association’s service fee collection and objection procedures. The Association agrees, upon request from the

Board, to provide the Board for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or to object to the service fee.

The Association further agrees to certify to the Board that the Association and its affiliates have complied with the above policies and the administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.

## **5.6 Notice of Legal Orders**

Further, the Association agrees to promptly notify the Board in the event a court order, an order of an administrative agency, or an arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. If such an order or arbitration award is entered, the parties shall promptly meet to examine the impact of the order upon the Union security provisions of this Article. In the event of the entry of such an order or arbitration award, the Board shall have the right to place service fees into an escrow account, until such time as a final order is issued.

## **5.7 Compliance with contract Requirements**

In the event that the Association fails to provide certification or information as called for in this article, the Board shall notify the local Association President of such deficiency and provide the Association thirty (30) days to comply with the provisions of this Article. If the Association fails to remedy such deficiency after thirty (30) days, the Board shall have the right, upon one week's notice to the local Association President, to discontinue all involuntary dues deductions for representation service benefit fees contained in this article until such time as the Association has fully complied with the provisions of this Article.

## **5.8 Religious Objections**

A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment.

A bargaining unit member claiming a religious objection shall notify the president of the Association, in writing, of his/her objection and the basis therefore. Upon receipt of the notification, the president of the Association shall convene a meeting between the governing body of the Association and the objecting member to determine the sincerity of religious beliefs. If the bargaining unit member has no religious objections to membership in the local association, he/she may pay the sum equal to the service fee to the local association. In the event that the bargaining unit member is determined to have a sincere religious objection to membership in the Association as well as its state and national affiliates, such bargaining unit member shall be

required, in lieu of periodic dues, services fees, and/or initiation fees, to pay a sum equal to the service fee to non-religious charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code. Donations shall be made to the Dansville Schools Education Foundation, or the American Red Cross, or any other charitable organization mutually agreed to by the Association and the Board.

## **5.9 Indemnification**

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing the Article. Further, the Association agrees to indemnify and save the Board of Education of the Dansville School District, the individual members of its Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all court and/or administrative agency costs that may arise out of or by reason of, action by the Board or its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

The Association's obligation to indemnify and save the Board harmless as set forth in the preceding paragraph is subject to the following conditions precedent: (1) the Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, (2) the Board gives full and complete cooperation to the Association and its council at both the trial and appellat levels; and (3) the Association shall have complete authority to compromise and settle all claims which it defends under this section.

## **5.10 Dues Deductions**

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments, and non-political contributions to the Association as established by the Association. Such authorization shall continue in effect from year to year, unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one tenth of such dues, assessments and contributions from the regular salary paycheck of the bargaining unit member each month for (10) months, beginning in September and ending in June of each year. The Employer shall remit same to the MEA Uniserv Office at 1601 E. Grand River, Lansing, MI 48906, within the time period specified in Section 5.1 of this Article. The Employer shall not be required to make any dues or service fee deduction in the preference to legally required deductions.

The Employer shall not be required to make deductions from the compensation of bargaining unit members except in conformance with standards and procedures specified in applicable law.



## **5.11 Payroll Deduction**

Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC contributions, or any other plans or programs jointly approved by the Association and the Employer.

## **ARTICLE 6-ASSOCIATION RIGHTS**

### **6.1 Information**

The Employer agrees to furnish the Association in response to the reasonable requests for information of record concerning the financial resources of the District; the names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members, and compensation paid to them; budgets approved by the Board, agendas and open session minutes of or to all Employer Board meetings; and census and membership data.

### **6.2 Use of Facilities and Equipment**

The Association and its representatives may conduct Association business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time, with prior written approval of the superintendent or designated building administrator. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Employees may have access only to computers which they have been designated to use for union purposes.

### **6.3 Mail**

The Association may post notices of activities and matters of Association concern on bulletin boards designated by the administration in each building or facility to which employees may be assigned. The Association shall have use of the internal delivery system of the Employer, without cost, and the Employer shall designate a place for the receipt of mail for all employees.

### **6.4 Association Leave**

The Association shall have eight (8) hours annually of Association leave time to be used in no less than two (2) hour increments. The Association will reimburse the district for the cost of the substitute, if a substitute is hired to cover such leave time. The Association shall access this time by written notice to the employer by the Association President and approval of the employee's immediate supervisor.

## **6.5 Special Conferences**

Special conferences for important matters of mutual concern may be arranged upon mutual agreement of the parties. Such conferences shall be scheduled within ten (10) calendar days of such request.

## **6.6 Competing Organizations**

The rights granted herein to the Association shall not be granted or extended to any competing labor organization. Provided, however, any grievance predicated on such claims for which there is a constitutional, statutory, common law or administrative cause of action and/or remedy available under state or federal law shall not be eligible to appeal to arbitration (regardless of whether or not such alternative cause of action has actually been initiated by the grievant(s)). Nor shall incorporation of these statutory rights in this Agreement be grounds for a cause of action in state or federal court for breach of contract. Provided, however, that nothing in this paragraph shall be construed to preclude the Association or an individual bargaining unit member from pursuing, independently of this Agreement, a judicial and/or administrative claim under the appropriate state or federal law (s). Provided further, nothing in this paragraph shall limit the Association from arbitrating, in accordance with Article 9, a grievance based solely on this Agreement for which no parallel constitutional, statutory, common law or administrative cause of action exists.

## **6.7 Association Meetings**

The Association shall have the right to schedule a membership meeting prior to the first workday of the school year. The Association shall have the right to schedule additional membership meetings during the school year, before or after the regular workday.

# ARTICLE 7-BOARD OF EDUCATION MANAGEMENT RIGHTS

## **7.1 Reservation of Management Rights**

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this agreement. Such rights shall include, by way of limitation, the right to:

- A. Executive management and administrative control of the school system and its properties, facilities, and equipment.
- B. Direct the working forces, and to hire all employees and, subject to the provisions of law, to determine their qualifications (including physical capacities), and the conditions for their continued employment, or their dismissal, discipline, demotion, and/or other

personnel action; and to evaluate, assign, promote, lay off, and transfer all such employees in accordance with such policies as the Board may from time to time promulgate.

- C. Determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and to determine their terms and conditions of employment of all employees, and to make any and all such changes in terms and conditions of employment and/or in assignments as the Board may from time to time deem necessary and appropriate.
- D. Dictate the assignment and direction of the work force to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing and the right to establish, modify, or change any work or business hours or days whenever the Board shall determine such action to be necessary and appropriate.
- E. Determine the number and location or relocation of its facilities, including the establishment or relocations or new schools, buildings, departments, programs, services, divisions or subdivisions, or other facilities, and to determine and/or change the assignment of employees to the facility or location deemed most appropriate by the Board.
- F. Adopt reasonable rules and regulations.
- G. Establish policies governing the selection, evaluation, testing, or training of employees, provided that such selection shall be based on lawful criteria.

## **7.2 Exercise of Management Rights**

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by only the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

## **7.3 Rules and Policies**

The Association recognizes that the employer has the responsibility and authority to adopt reasonable rules or policies, to manage and direct, on behalf of the public, operations and activities of the Dansville Schools Board of Education to the extent authorized by the laws and the constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.

## **7.4 Laws**

The Employer agrees to enforce, as they pertain to Dansville Schools, the laws of the State of Michigan, with specific attention being given to the Michigan School Code and regulations promulgated by the Michigan State Board of Education, as well as all Federal laws. The employer shall not direct or require a bargaining unit member to violate any Federal law, State law, and/or State or Federal regulation. Provided, however, any grievance predicated on such claims for which there is a constitutional, statutory, common law or administrative cause of action and/or remedy available under state or federal law shall not be eligible to appeal to arbitration (regardless of whether or not such alternative cause of action has actually been initiated by the grievant(s)). Nor shall incorporation of these statutory rights in this Agreement be grounds or a cause of action in state or federal court for breach of contract. Provided, however, that nothing in this paragraph shall be construed to preclude the Association or an individual bargaining unit member from pursuing, independently of this Agreement, a judicial and/or administrative claim under the appropriate state or federal law(s). Provided further, nothing in this paragraph shall limit the Association from arbitrating, in accordance with Article 9, a grievance based solely on this Agreement for which no parallel constitutional, statutory, common law or administrative cause of action exists.

## **7.5 Limitations on Management Rights**

The Employer recognizes that this Agreement sets forth certain specific and explicit limitations on the above-named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations, but only to the extent mandated by the specific and explicit language of this Agreement.

# ARTICLE 8-BARGAINING UNIT MEMBER RIGHTS AND PROTECTIONS

## **8.1 Individual Rights**

Nothing contained within this agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan Public Employment Relations Act, Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere. Provided, however, any grievance predicated on such claims for which there is a constitutional, statutory, common law or administrative cause of action and/or remedy available under state or federal law shall not be eligible to appeal to arbitration (regardless of whether or not such alternative cause of action has actually been initiated by the grievant(s)). Nor shall incorporation of these statutory rights in this Agreement be grounds for a cause of action in state or federal court for breach of contract. Provided, however, that nothing in this paragraph shall be construed to preclude the Association or an individual bargaining unit member from pursuing, independently of this Agreement, a judicial and/or administrative claim under the appropriate state or federal law(s). Provided further, nothing in this paragraph shall limit the Association from arbitrating, in accordance, with Article 9, a grievance based solely on

this Agreement for which no parallel constitutional, statutory, common law or administrative cause of action exists.

## **8.2 Personal Life**

The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or 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 Employer, unless such actions affect the employee's ability to perform his/her duties or adversely impact programs or operations of the District.

## **8.3 Non-discrimination**

The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin, or ancestry, age, sex, marital status, height, weight, or disability. Provided, however, any grievance predicated on such claims for which there is a constitutional, statutory, common law or administrative cause of action and/or remedy available under state or federal law shall not be eligible to appeal to arbitration (regardless of whether or not such alternative cause of action has actually been initiated by the grievant(s)). Nor shall incorporation of these statutory rights in this Agreement be grounds for a cause of action in state or federal court for breach of contract. Provided, however, that nothing in this paragraph shall be construed to preclude the Association or an individual bargaining unit member from pursuing, independently of this Agreement, a judicial and/or administrative claim under the appropriate state or federal law(s). Provided further, nothing in this paragraph shall limit the Association from arbitrating, in accordance with Article 9, a grievance based solely on this Agreement for which no parallel constitutional, statutory, common law or administrative cause of action exists.

## **8.4 Discipline and Discharge**

- A. The Board subscribes to a policy that all employees should be treated in a fair and equitable manner. No bargaining unit member shall be disciplined without due process (as defined in Article 8.5) and reasonable cause. The term "discipline" as used in this Agreement includes oral warnings (which may be reduced to writing); reprimands; suspensions with or without pay; and discharges. Discipline shall follow a progressive system of discipline, provided, however, that for serious infractions more serious disciplinary sanctions, up to and including discharge, may be imposed without prior imposition of more moderate disciplinary measures,. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed. After one (1) year, the employee may request oral warnings be expunged from their personnel file. The Supervisor will review such requests and request will be granted or denied.

- B. Causes which shall be deemed sufficient for disciplinary action including suspension, demotion, dismissal, include by way of example, but are not limited to, the following:
1. Unauthorized or excessive absence from work in excess of contractual leave limits.
  2. Commitment or conviction of any criminal act.
  3. Inappropriate or immoral conduct involving students.
  4. Inability to perform essential job functions.
  5. Incompetency or inefficiency.
  6. Insubordination, including violation of any lawful directive or order (either oral or written) made by a supervisor, or by the Board, or by any appropriate federal or state agency.
  7. Bringing intoxicants into or consuming intoxicants on any school property or while on duty for the District, or reporting for work under the influence of intoxicants of any kind in any degree.
  8. Neglect of duty.
  9. Negligent or willful conduct, which results in either damage to public school property, excessive waste or misappropriation of public school supplies or equipment.
  10. Violation of any provision of this Agreement which establishes an obligation on or required course of conduct by a bargaining unit member.
  11. Deliberate falsification of any records or reports.
  12. Abuse of sick leave or violation of the contractual limits on the use of leaves.

## **8.5 Due Process Procedure**

The District shall apply its rules, its orders and penalties in an impartial and equitable manner. The Board agrees that bargaining unit members shall not be disciplined without due process. "Due process" shall be defined as the following:

- A. Employees shall be forewarned of possible and/or probable disciplinary action. An employee shall be given reasonable prior notice of any performance deficiency. "Notice" is defined as verbal for minor incidents or written for serious incidents.

- B. All investigations regarding employee conduct shall be conducted fairly and objectively, and with the employee's knowledge unless such knowledge is being withheld to protect the integrity of an on-going confidential investigation.
- C. An employee shall have the right to respond to the evidence against him/her and present evidence in defense of the charges.
- D. Warnings and reprimands related to an employee's performance or assigned duties shall be discussed privately between the employee and the supervisor, except when either party requests the presence of an Association Representative. Provided, however, that the Administration may in its discretion disclose the nature of a disciplinary sanction to the person(s) who made the complaint which was the basis of the discipline imposed, if a record of such discipline has been placed in the employee's personnel file. The extent of the disclosure shall also be made known to the employee.
- E. Employees may submit in written statement of objection to imposition of any of the above disciplinary sanctions, in accordance with the provisions of Article 8.7 of this Agreement.
- F. The Board of Education shall have the right to affirm, rescind, or either increase or reduce the disciplinary sanction imposed by the Administration.

## **8.6 Written Discipline**

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Association. Any complaint not called to the attention of the bargaining unit member, within ten (10) work days, may not be used in any disciplinary action against the bargaining unit member, unless such complaint is being withheld to protect the integrity of an on-going confidential investigation.

If any written discipline is found in a bargaining unit member's file that has been placed there without his/her knowledge, then a hearing shall be held before the Board's Personnel Committee and his/her immediate supervisor. If the Personnel Committee finds the written discipline warranted, then the employee shall have the right to respond in writing and the employee's response shall be attached to the written discipline. If the Personnel Committee finds the written discipline to be unwarranted, then it shall be removed from the personnel file.

## **8.7 Response to Discipline**

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing within twenty (20) calendar days and shall present a copy of the letter to his/her appropriate administrator. The response shall only address the merits of the written

discipline. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

## **8.8 Representation**

A bargaining unit member shall be entitled to have present, a representative of the Association during any meeting which will or can reasonably be expected, based on management's knowledge, to likely lead to disciplinary action by the Employer. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Provided, however, that the Administration may temporarily remove such employee(s) from duty until the union representative is available, if such removal is deemed necessary for security, safety or other legitimate reason; and provided further that the Association shall ensure that a representative is available for a meeting with the Administration and the employee not later than one (1) working day after the initial request for representation.

## **8.9 Personnel Files**

- A. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment; except privileged information, including attorney-client communication and student records; and to have a representative of the Association accompany him/her in such review. Other examinations of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Association representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.
- B. No material including, but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material and the complaint has been investigated by the Employer. If the complaint is found to be without merit, the Administrator shall state so in writing.
- C. Complaints against the bargaining unit member shall be put in writing with the names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such



signature shall be understood to indicate awareness of the material. In no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit member believes the material to be placed in the file is inappropriate or in error, and the member's assertion is substantiated by the administration, the material will be corrected and/or expunged from the file, whichever is deemed to be appropriate by the Superintendent.

### **8.10 Adverse Material**

A bargaining unit member may request adverse material be removed from his/her file, provided it does not violate Section 1230b of the School Code. The granting of such request shall be in the sole discretion of the employer. It is agreed that in the event the District receives a request from a third party (other than the union or the bargaining unit member) for a member's personnel records which are more than four (4) years old, the Administration shall consult with the Association designated representative to review the current interpretation of relevant statutory provisions by the courts of Michigan before disclosing any such records.

### **8.11 Assault**

Any case of assault upon a bargaining unit member and/or a bargaining unit member's property shall be promptly reported to the Employer. The Employer shall provide assistance to the bargaining unit member, when possible under the circumstances, to prevent injury and loss of property. If the Board determines that the bargaining unit member acted appropriately, the District (1) will provide legal counsel as it deems necessary to handle the incident, and/or (2) reimburse the bargaining unit member up to five hundred dollars (\$500) during the course of one (1) calendar year for damages to or destruction or loss of the bargaining unit member's vehicle, clothing and/or watches and/or jewelry, (provided such damage, destruction or loss occurred on school premises and was not occasioned by the negligence of the bargaining unit member).

### **8.12 Special Education Complaints**

A bargaining unit member will not be disciplined for participating in special education complaint procedures as provided for in State and Federal statutes, provided he/she accurately represents to the best of his/her ability the District's educational directives, policies, and practices.

### **8.13 Accommodation**

The Employer will consider and discuss reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped individual.

- A. The Employer will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations.
- B. The parties will look to the factors set forth in the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act to determine whether the accommodation is reasonable and not an undue hardship.

## ARTICLE 9-GRIEVANCE PROCEDURE

### **9.1 Definition**

A claim and/or a complaint by a bargaining unit member or a group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any express provision of this Agreement affecting bargaining unit members may be processed as a grievance as hereinafter provided.

### **9.2 Hearing Levels**

- A. Informal Level: When a bargaining unit member(s) or the Association believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Association shall request in writing a meeting with the immediate supervisor, within ten (10) work days of the incident, in an effort to resolve the complaint. The Association shall be notified and in representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may appeal the complaint to Formal Level 1.
  
- B. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be appealed in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within ten (10) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
  
- C. Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Level 1 or if no written decision has been made within ten (10) working days of receipt of the grievance, the grievance may, at the Association's discretion, be transmitted to the Superintendent or his/her designee. Within ten (10) working days after the grievance has been so submitted, the Superintendent or his/her designee shall meet with the Association on the grievance. The Superintendent or his/her designee shall, within ten (10) working days after the conclusion of the meeting, render a written decision thereon with copies to the Association and the grievant(s).
  
- D. Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no written decision has been made within ten (10) working days after the conclusion of the Level 2 grievance meeting, the Association may transmit the grievance to the officer of the Board, who is in charge of drawing up the Board meeting agenda, not less than ten (10) working days prior to the next regularly scheduled Board meeting. Within one (1) month of the submission of the grievance to the Board, a grievance hearing shall be held. Within one (1) month of the hearing of the grievance, the Board shall render its decision in writing with copies to the Association and the grievant(s). The Board may hold future hearings therein, may

designate one (1) or more of its members to hold future hearings therein, or otherwise investigate the grievance. However, in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

- E. Formal Level 4: If the Association is not satisfied with the disposition of the grievance at Level 3 or if no disposition has been made within the period provided above, the Association may submit the grievance to binding arbitration not more than fifteen (15) working days after receipt of a written copy of the Board's Level 3 disposition, (which shall be defined as placement of the written copy of said disposition in the Association President's designated school mailbox for internal school communications). The Demand for Arbitration shall include a copy of the grievance, and shall identify which, if any, of the aspects of the grievance are not intended to be appealed to arbitration. The Demand for Arbitration shall also include specific statements of the reasons why the Association believes that the rationale articulated in the Board's written disposition (as to each contract violation allegation in the grievance for which the Board has articulated a rationale for denial) is not correct or proper. Failure to timely file a demand for arbitration shall constitute a complete and permanent bar to arbitration or other appeal of the Board's disposition and shall render the Level 3 disposition final and binding. The date of filing shall be defined as the date of the U.S. Postal service postmark on the envelope in which the notice of appeal is mailed.
1. The arbitration proceedings, including the selection of the Arbitrator, shall be conducted pursuant to the rules of the American Arbitration Association, except to the extent those rules may be contradicted by any provision of this Agreement, in which case this Agreement shall take precedence. Provided, however, that the parties reserve the right to waive or amend any of said rules by mutual agreement of the parties in writing.
  2. During arbitration proceedings, neither party shall be permitted to neither assert any ground nor rely on any evidence not previously raised in writing at least two weeks prior to the arbitration hearing. Provided, however, any ground or evidence first discovered through the course of the opposing parties' testimony during the arbitration hearing may become part of the arbitration proceedings.
  3. No individual shall have the right to appeal a grievance to arbitration without the express written authorization of the Association.
  4. The following are excluded from Level 4 (Arbitration) and the Level 3 Board disposition shall be final and binding as to any grievance with regard to any of the following:
    - a. The termination of any probationary employee, or failure to re-employ any probationary employee during his/her initial ninety (90) working days.

- b. Any matter for which the basis of grievance is not in the express terms of this Agreement.
  - c. Reassignment of an employee to his/her former position during or upon completion of the "trial period" under Article 16.6.
  - d. Any and all allegations of violation of an employee's rights created by or through federal or state constitutions, federal or state laws, and/or rules, regulations or other provisions promulgated, administered or enforced by any federal or state administrative agency. Provided, however, it is understood and agreed that the Association and/or the employee may assert alleged violations of such rights in any grievance as an alternative ground for relief, but that if such claims are rejected by the Board, the exclusive remedy for such claims shall be the statutory procedures available at law for such claims under the applicable state or federal statutes.
  - e. The substantive content of any performance evaluation.
5. The powers of the Arbitrator are subject to the following conditions:
- a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide except concerning procedural matters.
  - c. The Arbitrator may not consider more than one grievance at the same time except upon expressed written mutual consent of the parties.
  - d. Where no monetary loss has been caused by action of the board, the Board shall be under no obligation to make monetary adjustments and the Arbitrator shall have no power to order one.
  - e. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
6. The fees and expenses of the Arbitrator shall be shared at the rate of fifty percent (50%) for the Board. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

### **9.3 Alternative Selection Process**

If the parties agree on an arbitrator outside of the American Arbitration Association process, the hearing and the award shall be governed in accordance with AAA rules.

### **9.4 Miscellaneous Conditions**

- A. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15<sup>th</sup> of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder with regard to an action or event occurring prior to said expiration may be processed through the grievance procedure until resolution. Actions or events occurring after expiration of this Agreement may be the basis of a grievance under this Article or this Agreement; but may not be appealed to arbitration.
- C. Written grievances shall comply with the following requirements at all levels of the grievance procedure.
  - 1. It shall identify any allegedly aggrieved individual employee(s) and shall be signed by the authorized Association Representative.
  - 2. It shall be specific.
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - 4. It shall cite all sections or subsections of this Contract alleged to have been violated and shall explicitly state how the grieved action allegedly violates such provisions.
  - 5. It shall contain the date of the alleged violation.
  - 6. It shall specify the relief requested.
  - 7. Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitation for filing appeals set forth herein.
- D. All the time limits described in this Article shall be computed in terms of “work days” which shall be defined as days when the school district administrative offices are open and regularly scheduled for business. Provided, however, days when student instruction is cancelled due to inclement weather or days that are part of a scheduled break during the

district's school year shall not be counted as "work days". The term "within" shall not include the day of the meeting or the event.

- E. A bargaining unit member whose testimony is reasonably required in a grievance hearing during the work day shall be excused with pay for that purpose (for the duration of time in which he/she is testifying). The unit member shall return to duty when his/her required testimony is completed. The Grievant and the Association President (or his/her designee) shall be excused from duty with pay for the duration of the hearing if the hearing occurred during regular work hours.
- F. All notices to be sent to "The Association" or decisions to be made by "The Association" shall be sent to and communicated by the Association President.
- G. Grievances filed as Association Grievances may, at the option of the Association, be initiated at Formal Level 2 of the grievance procedure.
- H. If any bargaining unit member, for whom a grievance is sustained, shall be found to have been unjustly discharged, he/she shall be reinstated upon such terms (up to and including reinstatement with back pay) as the Arbitrator may deem just and appropriate under the circumstances. If any bargaining unit member shall have been found to have been improperly deprived of any compensation in violation of the express terms of this Agreement, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action depending on the decision of the Arbitrator.
- I. For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit an Association Representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources out of the school system and privileged information, including attorney-client communication and student records, shall be excluded from inspection.
- J. If the Association violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance may be appealed to the next level.

## **9.5 Expedited Process**

The Association and the Employer may mutually agree to process a grievance via the expedited grievance procedure of the American Arbitration Association.

## ARTICLE 10 – SCHOOL CLOSURE/DISMISSAL

### **10.1 School Closing**

When an act of God, or an Employer directive, forces the closing of school for students, bargaining unit members will be expected to report for duty unless directed by the Administration to the contrary. Directives to employees will be communicated through the established Administrative notification system.

Beginning the 2003-2004 school year, scheduled days of student instruction which are not held because of conditions not within the control of the school authorities such as inclement weather, fires, epidemics, mechanical breakdown, or health conditions as defined by the city, county, or state authorities, may be rescheduled at the discretion of the Board of Education to ensure that a minimum number of hours of actual student instruction as established by the State of Michigan is met. DESPA employees shall receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

### **10.2 School Cancellation After Opening**

If school is canceled after employees have reported for work or after students have reported, employees may be dismissed at the discretion of the Superintendent immediately after such cancellation. However, the hourly employees shall be paid for actual hours worked or 3 hours, whichever is greater.

## ARTICLE 11 – NEGOTIATIONS PROCEDURE

### **11.1 Unforeseen Matters**

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated through mutual agreement of the parties or as permitted under the PERA, provided that any claim regarding the violation of this obligation must be processed exclusively as an unfair labor practice before the Michigan Employment Relations Commission. It is in the public interest that the opportunity for mutual discussion of such matters is provided.

### **11.2 Contract Maintenance**

Representatives of the Employer and the Association may, upon mutual agreement, meet on the last workday of each month for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. Should such a meeting result in a mutually

acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the employer and the Association. However, the parties shall be able to effect temporary accommodations to resolve special problems not requiring alteration of previously ratified agreements.

### **11.3 Negotiations**

Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

### **11.4 Agreement**

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed at the expense of the Employer, within sixty (60) days after the Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Association with ten (10) copies of the Agreement without charge to the Association. All school district personnel policies or any changes in said policies shall be posted for all bargaining unit members within thirty (30) days after the Board's adoption.

## **ARTICLE 12 – WORK YEAR, WORKWEEK, WORKDAY**

### **12.1 Work Year**

The normal work year and schedule for all bargaining unit members shall be established by the Board, based upon the Board's determination of the needs and resources of the district, and may be changed from time to time as deemed necessary and appropriate by the Board in its sole discretion.

### **12.2 Work Week**

The normal work week and schedule for all bargaining unit members shall be established by the Board, based upon the Board's determination of the needs and resources of the district, and may be changed from time to time as deemed necessary and appropriate by the Board in its sole discretion.

### **12.3 Work Day**

The normal work day and schedule for all bargaining unit members shall be established by the Board, based upon the board's determination of the needs and resources of the district, and may be changed from time to time as deemed necessary and appropriate by the Board in its sole discretion.



In the event the Board determines a change is necessary in the normal workday, it shall seek and consider input from the Association prior to implementing any alteration in the workday.

#### **12.4 Notification of Schedule Changes**

The Association recognizes that student needs are paramount in the Board's determination of the optimum yearly, weekly, and daily schedule(s) for provision of auxiliary services by bargaining unit members. The Board and Administration recognize the legitimate desire of employees to be informed in advance about impending changes in work schedules, and the Board agrees to provide two (2) calendar weeks advance notice of schedule changes to all affected employees whenever practical.

#### **12.5 Alteration**

If an employee reports for work and is sent home due to unforeseen circumstances, the employee shall receive a minimum of three hours of his/her pay or his/her pay for all hours worked, whichever is greater. For bus drivers, see Article 14.1, Section A 9.

If a bargaining unit member reports to work and the special education student to whom s/he is assigned is absent or their regular job assignment has been changed or eliminated, the bargaining unit member shall report to the direct supervisor for re-assignment. Regularly scheduled bargaining unit members shall be used for substitute work or for any other job that is needed in the district for that day. At the discretion of the building principal, bargaining unit members may be assigned as a classroom aide if there are not any other assignments needing to be filled.

#### **12.6 Duty Free Lunch**

All bargaining unit members working five or more hours shall receive a one-half (1/2) hour uninterrupted, duty-free unpaid lunch period which shall be scheduled approximately mid-shift. If the bargaining unit member's scheduled lunch is interrupted and the member is required to perform work-related duties, he/she shall receive compensatory time at the end of the day for all time worked.

#### **12.7 In-Service**

Each school year, the Employer shall schedule at least 1 mandatory day of Inservice training for all bargaining unit members to address issues including but not limited to the following: General medical procedure training, improving or acquiring skills that will serve to increase student achievement, supporting the District's School Improvement goals, and supporting students with behavioral needs. Bargaining unit members shall be informed of the dates of the inservices by August 1. Inservices shall not be scheduled to occur prior to August 15. Such training opportunities shall be fully paid by the Employer, and each employee shall be given his/her regular rate of pay (Bus drivers to be paid at the field trip rate, see Article 15.1, Section F.2.) for the hours of the in-service.

Additionally, the Employer may schedule other mandatory inservice training programs for any classification, up to and including all bargaining unit members. Such programs may be held in conjunction with inservice training scheduled for the instructional staff. Bargaining unit members shall be compensated as stated in the preceding paragraph.

## **12.8 Advanced Education or Training**

The Board agrees to pay one-half (1/2) the cost of advanced training classes taken by the bargaining unit member that are of benefit to his/her job and which have received prior written approval of the Superintendent. Cost of the class is defined as tuition and fees, and does not include transportation, books, or employee time.

## **12.9 Breaks**

Each employee scheduled for six (6) or more hours of work per day shall be granted two (2) 15-minute paid break periods, one scheduled approximately at the midpoint of the first half of the shift, and the second scheduled approximately at the midpoint of the second half of the shift. The specific scheduling of the break periods shall be done with approval of the supervisor. The employee may take the break period in a location(s) approved by the employee's supervisor. Employees working overtime will be entitled to an additional 15-minutes relief time for every three (3) hours worked after his/her last scheduled break.

## **12.10 Substitutes**

### **A. Non-bargaining Unit Substitutes**

The employer may provide substitutes as deemed necessary by the employer during the absence of a regular bargaining unit member. A non-bargaining unit member assigned by the Administration to perform the work of an absent bargaining unit member will be paid the regular substitute rate (as established by the Board in its sole discretion).

### **B. Assignment of Substitute Work**

The Employer may choose to offer the opportunity to perform the work of an absent regular bargaining unit member to other bargaining unit members regularly assigned to the building or classification instead of offering the work to a non-bargaining unit substitute.

Bargaining unit members, who are on involuntary layoff, shall be offered the first opportunity to substitute.

The Employer may choose to offer the opportunity to perform the work of a regular bargaining unit member who is on a short term absence (3 days or fewer) to other bargaining unit members regularly assigned to the building or classification instead of offering the work to a non-bargaining unit substitute. Bargaining unit members, who are on involuntary layoff, shall first be offered the opportunity to substitute.

The filling of positions created by absences greater than three days may be subject to the Employer's assessment of the substitute's qualifications for the position and Administration reserves the right to go outside the Bargaining Unit. However, the position shall be awarded to the candidate based on seniority and rotation.

C. Substitute Rate for Bargaining Unit Members

A regular bargaining unit member assigned by the administration to perform the work of an absent bargaining unit member will be paid the regular rate for those duties (as defined in Appendix A). However, a bargaining unit member's pay rate shall not be reduced as a result of such assignment. Substitutes shall be used to perform bargaining unit work only during the absence of regular bargaining unit members or when an unfilled temporary vacancy exists.

### **12.11 Cleanup**

Bargaining unit members shall be granted time prior to the end of the work shift in which to put away equipment and supplies and for the purpose of work-related cleanup.

## ARTICLE 13 – GENERAL WORKING CONDITIONS

### **13.1 Unsafe Work**

Bargaining unit members shall not be required to work under unsafe or hazardous conditions, or to perform tasks, that based on the employee's knowledge, would reasonably be expected to endanger his/her health or safety. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties as determined by the Board.

### **13.2 Student Discipline**

The Employer will work with bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. The bargaining unit member may seek assistance from his/her supervisor with respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to district property so far as the law permits.

### **13.3 Medication**

If bargaining unit members are required to dispense or administer medication, or perform medically related procedures, they will be given appropriate training and/or guidelines for performing such responsibilities.

In the case of procedures considered medically related, including but not limited to diabetes testing, insulin injections, and other assigned procedures, training shall include compliance with applicable laws as well as school district policy and protocol. Applicable laws shall include State and County Health Department reporting requirements. Training for medical procedures shall be provided by a qualified medical professional or other appropriately qualified individual, in a setting and time frame appropriate to the degree of difficulty and level of skills required to effectively perform the required medical procedure. In addition to training, complete written directions shall also be provided to any bargaining unit member trained to perform the procedure.

In the event a bargaining unit member feels s/he has not been appropriately trained or that proper procedures are not in place, the bargaining unit member shall report such concern to the immediate supervisor as soon as reasonably possible to address the concerns.

### **13.4 Supervision**

The Administration shall designate a supervisor for each employee, who will be considered the employee's immediate supervisor for purposes of all such provisions in this Agreement. In the event of a change in the designated supervisor, all affected employees will be promptly notified in writing of the change.

### **13.5 Equipment**

The Employer shall provide to bargaining unit members such equipment and supplies, as the Employer deems necessary and appropriate to perform their assigned work without cost to the bargaining unit member, including the following:

- A. Approved first aid kits and materials in all work areas, latex gloves, appropriate training in the handling of blood, blood products and other bodily products, and Hepatitis B immunization for persons regularly exposed to the handling of blood, blood products and other bodily products.
- B. Reimbursement for the cost of special licenses or the renewal of special licenses required for the bargaining unit member to perform his/her job or position beyond the cost of any regular license held by the bargaining unit member.

## ARTICLE 14 – CONDITIONS OF EMPLOYMENT

### **14.1 Transportation**

#### A. Runs

A regular run is the pick-up or return-to-home of student(s).

1. The District's K-12 bus run system, as presently operated, consists of an AM and PM regular run; as well as kindergarten runs, vocational runs, special education runs, and all runs to other locations customarily performed by the District employees. It is understood that non-District employees from time-to-time may perform vocational and special education runs as directed by the Administration.
2. To the extent deemed practical by the board, all transportation of students shall be considered bargaining unit work.
3. Runs shall be constructed at least fifteen (15) workdays prior to the school year. The District shall hold a run information meeting to provide written notification of run information at least ten (10) workdays prior to the beginning of the school year. Every driver shall be notified of the meeting time and location at least five (5) work days in advance of the meeting. Run information shall include a map of the route and a list of the students to be picked up.
4. Vacant or newly created runs, including kindergarten, vocational, and special education runs, shall be posted as separate runs and filled on the basis of seniority.
5. All runs shall be paid as though the run took (1) full clock hour.
6. Should any new run become available during the school year, it shall be posted in accordance with the posting procedure in Article 16.2 and awarded to the most senior driver applicant.
7. All runs available during the summer period shall be posted and awarded to the most senior driver applicant.
8. For retirement reporting purposes, the District shall report to the Michigan Retirement System the actual time driven for each run, which shall also include non-driving credit for the pre-trip safety check and standing time. All such time shall be rounded up to the nearest quarter of an hour.
9. If a driver has picked-up all students and then is required to return the students home, the driver shall be paid for two (2) runs. If a driver has picked up only part of the route, and school is then cancelled, then the driver shall receive full pay for the pickup run and shall receive a prorated amount for a second run. The run will be prorated on the percent of students returned to their residences.

In the event there are no passengers for a scheduled career center, regular or extra duty run, the driver shall be paid for one (1) hour at the field trip rate.

10. Senior drivers shall be given preference over substitute drivers in filling kindergarten runs, special education runs, career center runs, or field trips which occur at times other than during the regular morning or afternoon runs.

B. Care of Students

1. When a special education child is placed on a regular run and needs assistance entering or exiting on school premises, a currently employed Assistant shall be provided to help the driver. If the student has a one-on-one classroom assistant, the assistant may be assigned to accompany the student on the bus if the District determines such assistance is warranted.
2. If the District is notified regarding a child's medical condition, then the bus driver shall also be provided with that information on an as needed basis.

C. Preparation of Buses/Down Time/Standing Time

1. Drivers are responsible for performing the safety checklist as required by the State Police for which fifteen (15) minutes shall be spent on each run assigned, including field trips. Drivers shall be credited 1 one-quarter (.25) hour per run for retirement purposes. In cases of inclement weather when additional time is needed to pre-trip the bus, the driver shall report such time and retirement credit shall be earned.
2. Drivers are responsible for fueling and sweeping the interior of the bus(es) to which they are regularly assigned, including field trips. Drivers shall be paid \$5.00 for performing each of these tasks and such time shall be credited as non-driving time for retirement purposes.

The fueling of buses shall typically be performed at approximately one-quarter (1/4) tank, unless driving circumstances would require fueling to be performed sooner (for example, the driver has an additional trip scheduled and needs to take on more fuel).

The payment for the sweeping of buses shall be limited to two (2) sweepings per week, unless inclement weather would dictate otherwise. An additional paid sweeping shall be permitted when a field trip is driven.

3. Standing time for regular runs shall be considered part of the run.

D. Field Trips

1. A field trip is defined as any transportation of students other than a regular run. All field trips shall be considered bargaining unit work, except for: (a) trips not requiring a bus or (b) when a commercial vehicle is leased for the trip.

2. All field trips shall be posted, along with the projected length of the trip. Field trips shall be awarded to interested drivers who bid on the trip starting with the most senior driver and continuing through the seniority list until all drivers have been offered a trip. The rotation list shall then start again with the most senior driver. Extra duty trips will normally be posted on the drivers' bulletin board one week prior to the trip. A driver shall be paid for a minimum of two (2) hours on any extra duty trips. If a driver on the rotation list has not signed up for an extra duty trip three (3) full working days prior to the trip, they forfeit the right to that trip.

If a trip is scheduled with less than one week posting, the list will be offered verbally to the next driver on the rotation list, and the three day rule does not apply. Drivers are expected to check the trip board daily unless they are not working. A notation will be placed by a driver's name to indicate they did not sign up in the allotted time.

3. If no driver willingly accepts a field trip, then the trip shall be offered to a substitute driver. If no regular or substitute driver is willing to accept the trip voluntarily, then the trip shall be assigned to the lowest seniority regular driver. This trip shall not be charged against the assigned driver's turn in the field trip rotation list.
4. Field trips leaving during regular driving time shall follow the field trip rotation list. Should a driver miss his/her next regularly scheduled run, he/she shall be paid their regular run rate for the first hour of the field trip. Subsequent hours shall be paid at the field trip rate, including any other regular run hours missed.
5. In the event a driver has "standing time" or "down time" in connection with a trip, he/she shall be compensated for all such time at the field trip rate. Drivers are required to park their bus in a designated area at the event and are not allowed to drive to any other designations without prior written permission from the Transportation Director.
6. When a trip is cancelled after you have signed up for it, if it is rescheduled within five (5) days you may keep it. If it is not rescheduled within five (5) days, you have the choice to take the next available trip or forfeit a trip.

If your trip is started and then cancelled, a driver shall have the right to retain that trip.

E. Substitutes/Temporary Run Vacancies

Absences in General:

All absent drivers will submit an absence form for approval at least three working days prior to the absence. In case of an emergency or illness, the form may be filled out upon their return to work. Absences for times other than illness or emergency will be granted upon the projected availability of a substitute driver.

Notification of Substitute Driver

If a driver needs to have a substitute drive their route, they shall leave a message for the Transportation Supervisor before the substitute begins the scheduled route.

Absences/Regular and Special Education Runs:

If there is a temporary vacancy in a regular run due to the illness or absence of the regular driver, such temporary work shall be assigned to a substitute driver.

If no substitute driver is available to drive a regular run, the run shall be offered starting with the most senior bargaining unit driver who shall drive a double run and be paid for his/her regular run and the additional run at the regular run rate.

If there is a temporary vacancy in a special education run due to absence of the regular driver, such temporary work shall be offered to any regular driver who designated at the beginning of the school year that they would like to substitute for the special education run when a vacancy occurs. If no regular driver is available, then said work shall be offered to a substitute driver.

Absences/Kindergarten and Career Center Runs/Ten (10) Working Days or Less:

If there is a temporary vacancy in a kindergarten run or career center run due to the illness or absence of the regular driver, a bargaining unit driver (designated as the "alternate driver" for that run) will be offered the temporary work. Each kindergarten and career center bus driver is responsible for finding his/her alternate from among the regular bus drivers and informing the designated driver of special equipment or adaptive devices. Once a bargaining unit driver accepts designation as the alternate for either a kindergarten or career center run, he/she thereby agrees to be the permanent designated driver for any period of absence up to ten (10) working days.

In the event the designated driver is not available to drive the run, then the temporary work shall be given to another bargaining unit driver. The designated driver will be responsible for promptly finding another regular driver. If no regular driver is available, then a substitute driver shall be given the temporary work.



The Administration may require that the designated alternative driver, for a kindergarten or career center run, pick-up and use the bus which is normally used for the run by the regular assigned driver, if the bus is equipped with special equipment or adaptive devices to accommodate the needs of students on that run. The absent driver will advise the alternate driver that the bus has special equipment or adaptive devices and, therefore, the alternate driver will have to pick up the bus.

Absences/Kindergarten and Career Center Runs/Eleven (11) Working Days or More:

If a temporary vacancy exceeds ten (10) working days in a kindergarten run or career center run due to the illness or absence of the regular driver, the available bargaining unit driver with the most seniority will be offered the temporary work for the next ten (10) working days. Thereafter, this work shall rotate in ten (10) work day cycles among bargaining unit drivers based on seniority. The bus drivers shall be responsible for creating a list of drivers in seniority order who are available for such work and shall provide such list to the transportation supervisor. The bus drivers shall ensure the smooth and reliable operation of this rotation system. The absent driver will advise the alternate driver that the bus has special equipment or adaptive devices and, therefore, the alternate driver will have to pick up the bus.

In the event the designated driver in the seniority rotation list is not available to drive the run, then the temporary work shall be given to another bargaining unit driver. The designated driver in the seniority rotation list will be responsible for finding another regular driver. If no regular driver is available, then a substitute driver shall be given the temporary work.

The Administration may require that the designated driver, from the seniority rotation list for a kindergarten or career center run, pick-up and use the bus which is normally used for the run by the regular assigned driver, if the bus is equipped with special equipment or adaptive devices to accommodate the needs of students on that run.

F. Licensing and Training

1. The District shall pay for all required licensure, less the cost of a regular operator's license, testing and physical examinations. The bargaining unit member may select his/her own physician for a physical examination and the District shall reimburse the full cost of the required physical up to \$85.00. The District may require an additional physical if deemed necessary and shall pay for the full cost.
2. The District shall pay drivers at their field trip rate for all time spent at training sessions, required meeting (including run information meetings), and testing. Paid testing shall not include random drug sample testing.

G. Meal/Lodging Reimbursement

Drivers shall be reimbursed for all meal costs deemed reasonable and necessary by the District. If a driver provides a sack lunch they will be reimbursed \$5.00 per meal. The District shall reimburse drivers for the reasonable cost of a motel room if a trip involves an overnight stay. Receipts are required for reimbursement.

**14.2 Assistants/Education Coordinators**

Personal Work

Assistants/Coordinators shall not perform personal work for teachers, administrators, or others, which is not directly or indirectly related to the operation of the school district.

**14.3 Miscellaneous**

- A. Any employee working in more than one (1) classification or holding two (2) part-time positions within one (1) classification shall, for the purposes of benefits pay:
  - 1. Be paid at the classification rate for each position worked. (Any bargaining unit member, who is regularly assigned to duties in more than one position as of the beginning of the 1997-98 school year, shall not suffer a loss of hourly rate/wages as a result of this agreement.)
  - 2. Be eligible for benefits under Appendix B as though all work was performed in a single job or classification.
- B. If an employee is required to work in a facility alone, provision will be made so that an employee can summon assistance in an emergency or other appropriate circumstance.

ARTICLE 15 – SENIORITY

**15.1 Seniority Defined**

All seniority shall be based on classification seniority. Seniority shall be defined as the length of service within the district as a member of his/her classification within the bargaining unit, i.e., all classifications represented in the recognition clause of this Agreement. Accumulation of seniority shall begin from the bargaining unit member's first working day which shall in no event be before the first day of school. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots on or before the first day of school.

## 15.2 Probation

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be ninety (90) workdays.

## 15.3 Classifications

There are two (2) different departments recognized in the bargaining unit:

- A. Assistants/Educational Coordinators
- B. Bus Drivers

For purposes of this Agreement, all bargaining unit members shall be placed in one of the following positions based on their current assignments:

A. Assistant/Educational Coordinator Positions:

- Class 1. Elementary Library Coordinator  
Middle School Library Coordinator  
High School Library Coordinator
- Class 2. Special Education Clerical Assistant  
Special Education Teaching Assistant  
Office Assistant  
Regular Classroom Teaching Assistant
- Class 3. Lunch Room/Playground Assistant  
Physical Education Teaching Assistant

B. Bus Driver Positions:

- Regular Run
- Kindergarten Run
- Special Education Run
- Career Center Run

The Board accedes to the Association position, of changing the classification of certain employees, with great reluctance, as it is the belief of the Board of Education that the above changes are discriminatory and devalue the services of employees that perform functions that are often difficult and not always in an environment that is pleasant.

## **15.4 Seniority List**

The Employer shall prepare and maintain the seniority list and shall have available the seniority list annually for bargaining unit members. If a bargaining unit member believes there is an error in the seniority list, he/she must advise his/her supervisor within thirty (30) calendar days of the posting beginning of school or any such alleged errors are waived. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure. A copy of the seniority list and subsequent revisions shall be available to the Association.

## **15.5 Seniority Lost**

Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, retirement, or when recall rights are exhausted. Upon voluntary transfer to a non-bargaining unit position, bargaining unit seniority shall neither accrue nor be lost while the employee is in such a position. Such seniority may not be used to re-enter the bargaining unit during a layoff, if it would result in the layoff of a currently employed bargaining unit member. Employees who are involuntarily transferred to a non-bargaining unit position, or who accept a position in a non-bargaining unit position while on layoff from a bargaining unit position, shall continue to accrue seniority in the bargaining unit.

## ARTICLE 16 – VACANCIES, TRANSFERS, INVOLUNTARY TRANSFERS, AND PROMOTIONS

### **16.1 Vacancy Defined**

A vacancy shall be defined as a newly created position or an unfilled present position that the Board has determined to fill. The restructuring of bus regular runs shall not be deemed to be a vacancy and shall not need to be posted, unless a newly created run is established in addition to all other regular runs.

### **16.2 Vacancy Posting**

All vacancies shall be posted in or near each office in each building, and such other places as designated, of the district for a period of five (5) workdays. It is the bargaining unit members' responsibility to check those areas. Said posting shall contain the following information:

- A. Type of work and classification rate
- B. Location of work
- C. Starting date
- D. Hours to be worked
- E. Minimum requirements as reflected in the job description

### **16.3 Vacancy Notification**

Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the five (5) day posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member via U.S. mail to their last known address. The bargaining unit member shall make the request in writing, on a form provided by the Central Office. A copy of the posting shall also be sent to the home address of the Association President.

### **16.4 Award of Vacancies**

The parties share the common goal of ensuring that all positions are filled by the very best candidates available. All positions will be posted simultaneously both internally and externally. Vacancies shall be filled with the bargaining unit member from within the existing bargaining unit who is the most senior applicant who is qualified for the position, unless an internal or external candidate presents who better meets the qualifications for the position. Provided, however, in the event the Board deems two (2) or more applicants to be equally “best qualified,” and if at least one of the equally “best qualified” applicants has accumulated seniority in the classification of the vacant position, then the vacant position shall be awarded to the bargaining unit member with the most seniority in the classification of the vacant position. Qualifications for the position must be based on the job description and may, at the discretion of the Board or Superintendent, also take into account the special needs for the student needing an aide, if applicable. Qualifications for the vacant position shall be clearly articulated on the posting notice. The administration will make the final determination regarding which candidate is best qualified for a position based upon the job description.

The Administration reserves the discretionary right to elect to reject all applicants based on lack of qualifications and re-post the position, provided, however, that this shall not preclude any bargaining unit member from re-applying for the position.

### **16.5 Trial Period**

In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to meet the Employer’s standards of the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment. The parties may mutually agree to extend the trial period for another thirty (30) workdays. If the Employer decides to return the bargaining unit member to his/her previous assignment, the decision will not be subject to the grievance procedure, but may be appealed to the Board, provided that that Board may refer the appeal to a Board committee for a decision.

## **16.6 Transfer Rights**

Bargaining unit members transferring to a new position shall be placed at the next highest step above the wage they are currently making and they shall suffer no loss of accrued seniority, vacation, or holiday benefits.

## **16.7 Involuntary Transfers**

A. Involuntary transfers shall be defined as including:

1. A re-assignment from one classification to another classification
2. A re-assignment to a position with a lower pay rate.

B. The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause. Bargaining unit members shall not be placed on a lower step in the wage schedule due to involuntary transfers, nor shall they suffer any loss of accrued seniority, vacation, holiday, or leave benefits. Provided, however, the parties agree that (1) an involuntary transfer for disciplinary reasons may result in an employee being placed on a lower step in the wage schedule and (2) involuntary transfers which are imposed as a disciplinary sanction shall be governed by the provision of Article 8 rather than Article 17.

## **16.8 Temporary Assumption of Duties**

Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.

## **16.9 Training after Award of Position**

After an applicant has been awarded and accepted a position, the Superintendent may, in his or her discretion, provide professional training to the aide in the form of in-service and/or professional development. Specialized medical training may also be provided to the aide if the Superintendent deems such necessary for the health and well-being of the student to whom the aide is assigned.

ARTICLE 17 – REDUCTION IN PERSONNEL/LAYOFF,  
REDUCTION OF HOURS, AND RECALL

**17.1 Layoff Defined**

Layoff shall be defined as a necessary reduction in the number of positions or employees in the bargaining unit beyond normal attrition. Note: for purposes of this article, the term “classification” shall be defined in Article 15.3 of this Agreement.

**17.2 Layoff Notice**

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least ten (10) workdays prior to the effective date of the layoff. Should an emergency situation arise beyond the control of the Employer, the notice of layoff shall be at least one (1) workday prior to the effective date of layoff. An emergency situation for purposes of this section includes employees whose primary responsibilities center on providing services for or to a specific student(s), and such employees may be laid off with at least one workdays notice in the event that such student(s) ceases attending class for any reason.

**17.3 Layoff Procedures**

In the event of a necessary reduction in work force positions, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. If a bargaining unit member’s position is eliminated, the bargaining unit member may displace the least senior member in that classification with equal or fewer work hours, provided he/she is qualified for the position. In no case shall the Employer employ a new employee while there are laid-off bargaining unit members who are qualified for a vacant or newly created position.

**17.4 Substitute Priority/Benefits**

A laid-off bargaining unit member shall, upon submission of a letter of intent to the Superintendent’s office and at his/her option, be granted priority status on the substitute list for his/her classification according to his/her seniority and ability to do the substitute work. A bargaining unit member may substitute in other classifications if the employer deems he/she is qualified to do the substitute work.

**17.5 Recall**

A. Laid-off bargaining unit members shall be recalled to vacant positions within the classification from which they were laid-off in order of seniority, with the most senior being recalled first, to any such position for which they are qualified. A bargaining unit member shall be deemed qualified for the position, provided he/she has:

1. Substituted in a same or similar position for twenty (20) consecutive days,

2. Previously held the same or similar position,
  3. Been previously trained to do the work, or
  4. In the determination of the Employer could satisfactorily perform the work and could be trained within a reasonable amount of time.
- B. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.
- C. A recalled bargaining unit member shall be given five (5) work days from receipt of notice, to return to work, unless he/she is otherwise employed and must give his/her other employer notice of resignation. In this event, the Employer will fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within twelve (12) work days from receipt of the original notice of recall. The Employer may extend these time limits at its discretion.
- D. Bargaining unit members recalled to a position for which they are qualified, with equivalent hours of work as previously held, are obligated to take said work. A bargaining unit member who declines recall to an equivalent work hour position, for which he/she is qualified, shall forfeit his/her seniority rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position.
- E. Laid-off bargaining unit members shall be retained on the District's recall list for a period of three (3) calendar years from the time of layoff, after which they shall no longer have any contractual right to recall.

## **17.6 Reduction in Hours**

When a bargaining unit member suffers a twenty-five percent (25%) loss of weekly work due to a reduction of hours in his/her position, the bargaining unit member shall be able to displace the least senior bargaining unit member in his/her classification provided he/she is qualified to do the work. The displacement of the least senior bargaining unit member's hours of work shall be equal to or fewer than the number of hours of work the more senior bargaining unit member lost. However, the Administration shall retain the right to veto any displacement if it is deemed detrimental to the educational integrity of the student.

## **17.7 Student Workers**

In no event will student workers displace or replace bargaining unit members who are on layoff.



## ARTICLE 18 – SICK LEAVE

### **18.1 Sick Leave**

At the beginning of each work year, each school year bargaining unit member shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year to year to eighty five (85) days. If the employee does not complete the year of work, only that portion of the days earned will be granted. Any additional days that were used, which were not earned, will be deducted from the employee's last paycheck.

### **18.2 Employment-Related Injury**

Absence due to injury or illness incurred in the course of the bargaining unit member's employment shall not be charged against the bargaining member's sick leave days. The Employer shall pay to such bargaining unit member the difference between his/her salary and all benefits received under the Michigan Worker's Compensation Act for the first seven days. Upon return from worker's compensation, the employee shall be guaranteed his/her former position or a comparable position within the classification of his/her original position if the former position or a comparable position within the classification of his/her original position if the former position no longer exists, provided that his/her seniority is sufficient to obtain such position.

### **18.3 Sick Leave Usage**

The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

- A. Personal Illness or Disability – The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability (including all disabilities caused or contributed to by pregnancy, childbirth and recovery), or for the illness or disability of any member of his/her immediate family (defined as spouse, children, parents, parents-in-law and/or household dependent). The Superintendent will allow an exception to the *immediate family* sick leave provision, if the bargaining unit member can substantiate to the satisfaction of the Superintendent that he/she is the primary caregiver.
- B. Medical or Nursing Care – The bargaining unit member may take one (1) day of sick leave per year to make arrangements for long-term medical or nursing care for a member of his/her immediate family and/or household dependent. The Superintendent may, in his/her sole discretion, grant the use of additional sick leave days to arrange for such care.
- C. Use of Sick Leave Days – Bargaining unit member's use of sick leave shall be apportioned based on number of hours worked in the employee's regularly scheduled duty day. Bus driver's use of sick leave shall be apportioned based on the number of runs he/she drives per day and the number of runs missed on the day(s) absent.

- D. If the District in its discretion suspects an employee may be abusing his/her sick leave, the Employer reserves the right to require substantiation (including, but not limited to a physician's statement) prior to the payment of sick leave.
- E. An employee, who willfully abuses, misrepresents, or otherwise violates use of sick leave, may be subject to disciplinary action, such as loss of accumulated sick leave, docking of pay, or in cases of severe or repeated violation, dismissal.
- F. An employee unable to report to work because of illness or emergency shall call his/her immediate supervisor or a designated person as arranged in the beginning of the year by the immediate supervisor. It shall be the responsibility of the District to arrange for a substitute and to determine if a substitute is needed.

#### **18.4 Child Care Leave**

An employee may request a child care leave not to exceed three consecutive months; inclusive of absence covered by compensable leave and sick leave benefits. During the leave, the employee's position shall not be considered vacant, and the employee shall be entitled to return to the position upon completion of the leave.

If the duration of the child care leave exceeds the number of days the employee is eligible for sick leave by reason of disability, the remainder of the child care leave shall be unpaid leave. If the employee exhausts his/her sick leave attributable to the disability, prior to the end of the child care leave, then the remainder of the leave shall be unpaid leave.

#### **18.5 Bereavement Leave**

The bargaining unit member shall be able to use his/her sick leave for death in the immediate and extended family (defined as spouse, children, parents, parents-in-law, siblings, grandparents, grandchildren, and household dependents).

#### **18.6 Terminal Leave**

Upon retirement (as defined by the Michigan School Employees Retirement System) employees who have accumulated sick leave will be paid one-half a day's pay; up to fifty-five (55) days.

### ARTICLE 19 – OTHER PAID LEAVES

#### **19.1 Business Leave**

- A. At the beginning of every contract year, each bargaining unit member shall be credited with two (2) days to be used for the bargaining unit member's personal business in addition to sick leave.

- B. Business leaves shall be used only in situations of urgency; and for the purpose of conducting business, which is difficult to transact on weekends, after school hours or during recess periods. It is understood that business leave may also be used for attendance at funerals. Business leaves will not be granted for vacations, or the extending of a scheduled break period.
- C. A bargaining unit member planning to use a personal business day, or days, shall notify his/her immediate supervisor in writing at least three (3) days in advance, except in cases of emergency. The reasons for the leave shall be briefly stated on the request notice, unless such reasons are extremely confidential.
- D. Business leave shall not accumulate from year to year, provided, however, unused personal business days shall accumulate as sick leave.
- E. Business leave days shall not be taken two (2) days prior to a vacation period or two (2) days after a vacation period. An employee may make a written request to the Superintendent for an exception to this policy. The granting of such an exception is in the sole discretion of the Superintendent. The employee shall be notified in writing of the Superintendent's decision.

## **19.2 Judicial Leave**

Any bargaining unit member called for (a) jury duty, or (b) who is subpoenaed to testify as a witness on behalf of the District during work hours in any school-related judicial or administrative matter or (c) who is requested to testify as a witness during an arbitration or fact-finding proceeding, shall be paid his/her full compensation and benefits for such time. Any compensation received by the bargaining unit member, excluding mileage, shall be turned over to the District.

## ARTICLE 20 – UNPAID LEAVES

### **20.1 Leaves of Absence**

Leaves of absence without pay for up to one (1) year in duration may, in the sole discretion of the Board, be granted to bargaining unit members upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave.

### **20.2 Return from Leave**

A bargaining unit member returning from a leave of absence of one year or less shall be reinstated to the same or similar position he/she held when the leave began if the position exists, or if not, to a comparable position in the same classification, provided the member's seniority in that classification is sufficient to displace another employee.

### **20.3 Extensions**

An extension past the one (1) year may be granted, in the sole discretion of the Board, upon written request of the bargaining unit member. The request shall include the reason for the extension and the anticipated date of return. Bargaining unit members granted extension shall return to the first vacant position in his/her classification for which he/she is qualified. Bargaining unit members returning from leaves less than one year shall be reinstated to the same or similar position.

### **20.4 Unpaid Leaves**

Unpaid leaves of absence may be granted by the board under the auspices of Article 20.1 for the following purposes:

A. Public Service

A leave of absence not to exceed one (1) year may be granted for the purpose of campaigning for, and/or serving in, a public office. During such leave, seniority and experience (pay) credit shall neither accrue nor be lost.

B. Educational

A leave of absence may be granted for the purpose of permitting the bargaining unit member to continue his/her education. The bargaining unit member will provide to the District his/her anticipated course of study and the length of leave time needed. Upon return from the leave, the Employer may reimburse the bargaining unit member for the cost of tuition and fees. During such leave, seniority and experience (pay) credit shall neither accrue nor be lost.

C. Short Term Leave

A leave up to one month may be granted in the sole discretion of the Superintendent. Benefits and seniority shall remain in effect for the duration of the leave. In determining whether to grant such leave requests, the Superintendent shall specifically determine the following:

1. Any negative impact on the District operations, which may be caused by the employee's absence.
2. The availability of substitute or replacement personnel with the appropriate skills.
3. The possible long-term benefit to the District from the employee's activities while on leave.
4. Extended leaves shall generally not be granted under this provision for recreational activities, job seeking, hunting/fishing, or other similar activities.

5. Any other factors, which may be relevant to any particular request.

## **20.5 Family Medical Leave**

- A. A leave of absence shall be granted to any bargaining unit member for any of the following purposes, subject to the provisions of the FMLA:
  1. For the birth of a son or daughter, and to care for the newborn child;
  2. For placement with the employee of a son or daughter for adoption or foster care;
  3. To care for the employee's spouse, son, daughter or parent with a serious health condition;
  4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

Provided, however, that any claims by employers to leave or benefit privileges under Article 20.5 shall not be eligible to appeal such claims to arbitration or to pursue such claims as a cause of action in state or federal court for breach of contract, but all such claims must be appealed solely as statutory claims under the FMLA and pursuant to the appeal procedures established in the FMLA and the interpretive regulations issued by the federal Department of Labor.

- B. The parties agree that the use of paid sick leave, personal leave, vacation leave, or any combination thereof, for the purpose of extending FMLA benefits for all or part of the duration of the leave shall be dealt with on a case-by-case basis, and such extension shall be in the sole discretion of the Board.

## ARTICLE 21 – HOLIDAYS

### **21.1 Holidays**

Effective with the 2009 – 2010 school year, all bargaining unit members shall have the following days off with pay: Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, President's Day and Memorial Day. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

## ARTICLE 22 – BARGAINING UNIT MEMBER EVALUATIONS

### **22.1 Evaluation Schedule**

Bargaining unit members shall be evaluated in writing. The Administration hopes to complete an evaluation of each bargaining unit member at least once every three years. Provided, however, that it is understood and agreed that this schedule is optional and not mandatory.

## **22.2 Observation**

All formal monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. Formal observations shall be for periods of time that accurately sample the bargaining unit member's work.

Evaluations may also incorporate relevant information based on informal observations (conduct occurring in the presence or within sight or earshot of the evaluator during the performance of duty other than during a "formal" observation session), and or/written anecdotal reports from reliable third-party witnesses to relevant conduct, provided that the employee is given an opportunity to review and respond to such a written report.

Each bargaining unit member, upon his/her employment or at the beginning of the work year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall primarily focus on the actual performance of the job duties as assigned and shall take into consideration the employee's job description. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be conducted by the bargaining unit member's immediate supervisor or such other administrator as may be designated by the Superintendent of Schools.

## **22.3 Written Evaluations**

All evaluations shall be reduced to writing with a copy given to the bargaining unit member and a copy placed in the employee's personnel file. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in the bargaining unit member is to improve, and the assistance to be given by the Employer towards that improvement. The supervisor and the bargaining unit member shall subsequently meet to confirm whether satisfactory improvement has been achieved.

## **22.4 Evaluation Conferences**

Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desire. All written evaluations are to be placed in the bargaining unit member's personnel file.

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

## **22.5 Termination of Employment**

In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing, with a copy to the Association.

## **22.6 Conclusion**

The written evaluation of employees and the criteria used are not subject to the grievance and arbitration procedures. It is understood, however, that any discipline of a non-probationary bargaining unit member, which is brought to rise due to an adverse evaluation is subject to the grievance procedure under the standards set forth in Article 8 of this Agreement.

## ARTICLE 23 – JOB DESCRIPTIONS

Job descriptions will be developed for each classification within one (1) year after the ratification of this Agreement. Such job descriptions shall be developed by the Employer, with input from the Association's negotiations team. The job description shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the Employer. The job descriptions will include at a minimum: job title and description, minimum requirements, and a specific statement of required tasks and responsibilities.

ARTICLE 24 – DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012 and shall continue in effect until June 30, 2013. The parties acknowledge that there are no retroactive wage issues pending for the 2012-2013 contract. Future bargaining about retroactive application and payment of wages and benefits, if any, shall be consistent with MCL 423.215b and shall include economic impact of MCL 423.215b on employee wages. To the extent permitted by law, any resulting agreement on retroactivity shall be implemented as soon as possible after ratification, unless the parties agree otherwise.

ASSOCIATION

EMPLOYER

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_



APPENDIX A  
**Wage Schedules**

**Wages for 2012-2013:**

The 2011-12 wage schedule shall be increased by 1%. Further, each DESPA member shall receive an additional 1.5% off-schedule lump sum payment in September of 2012. The amount of the off-schedule lump sum payment shall be 1.5% of the 2011-12 wage schedule amount for the employee's 2011-12 step and classification. If the employee is newly hired, the amount shall be based on the wages that would have been paid in 2011-12.

1. An eligible employee's rate of pay shall change on the employee's anniversary date.
2. Promotion pay is based on next highest pay rate in the employee's new position classification, which is higher than the employee's pay rate in his/her former position.
3. If an employee has substituted continuously in a position for one (1) year, the employee's pay shall begin at the second year pay schedule if hired into that position.

**APPENDIX A**  
**2012-2013 Wage Schedule**

<b>Assistants</b>		<b>YEAR 1</b>	<b>YEARS 2-3</b>	<b>YEARS 4-7</b>	<b>YEAR 8+</b>
Class 1	\$	10.94	\$ 11.56	\$ 12.77	\$ 13.38
Class 2	\$	9.11	\$ 9.73	\$ 10.32	\$ 10.94
Class 3	\$	8.15	\$ 9.11	\$ 9.42	\$ 10.03
<b>Bus Drivers</b>					
Regular	\$	23.87	\$ 25.05	\$ 26.24	\$ 26.83
Kindergarten	\$	23.87	\$ 25.05	\$ 26.24	\$ 26.83
Career Center	\$	17.06	\$ 17.06	\$ 17.06	\$ 17.27
Special Education	\$	14.30	\$ 15.02	\$ 15.05	\$ 16.10
Field Trips	\$	11.57	\$ 11.57	\$ 11.57	\$ 11.57

Credits may be given for up to five (5) years of experience at the Superintendent's discretion. Employees with 60 semester hours of credit from an accredited college or university shall be given an additional three (3%) percent on the above wage schedule. Employees with a Bachelor's degree from an accredited college or university of credit shall be given an additional six (6%) percent on the above schedule. Current employees must submit a transcript prior to the beginning of the school year to receive this additional money. However, wage enhancement pursuant to this section apply only, if in the discretion of the Superintendent, the credit hours are (1) in the field of education and/or (2) specifically related to the special needs of the position.

Plug-ins will be paid at the rate of \$0.75 per each.

**Field Trips:**

In the event that an aide is required to attend a field trip with a student, the district agrees to pay all fees related to the event.

**Overnight Trips:**

In the event a bargaining unit member is required to attend an overnight field trip, the bargaining unit member shall be paid for all time spent with student(s) which is deemed required by their supervisor.

**Work performed outside normal working hours:**

Employees may be asked to work outside normal hours. Employees who perform work outside their normal working hours shall be paid at their regular rate of pay or may take the time as compensatory time. Any bargaining unit member who is compelled to work outside their normal hours cannot be required to take compensatory time.

**APPENDIX B**  
**Dansville Educational Support Personnel Association**

**GRIEVANCE REPORT FORM**

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

Distribution of Form: Superintendent  
Supervisor  
Association  
Grievant

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
-----------------	-------------------	-------------------------	-------------------

**STEP 1**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Article/Section Violated (List each section separately): \_\_\_\_\_

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

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

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

3. Relief Sought: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Grievant or Association

\_\_\_\_\_  
Date

If additional space is needed for any Section, attach an additional sheet.(continued on reverse side)



## APPENDIX C Merit Pay

All DESPA members will have the ability to earn merit pay annually. The DESPA and Board of Education will meet and confer annually to mutually agree upon the Tiered Merit Pay schedule. DESPA members will be responsible for showing what has been accomplished in each Tier as well as to seek clarification from the appropriate administrator regarding whether an activity qualifies for Merit Pay.

A maximum of \$100 per DESPA member may be earned for Merit Pay. Merit pay will be awarded in June of each school year after each DESPA member meets with a building administrator to review their work. A building or other supervising administrator will authorize payment.

The appropriate administrator(s) will meet with the DESPA members prior to implementation of the Merit Pay process. At that meeting, the requirements for accessing Merit Pay will be explained, as well as the reporting process.

The following applies to all DESPA members. See attachments for specific requirements for each classification.

**How to Access Merit Pay:** All DESPA members must satisfy the minimum requirements as listed below to access any Merit Pay.

**In addition, members may:**

- Complete all of the Tier 1 activities only for a total merit pay of \$50.
- Complete all of Tier 1 activities and two of the three activities in Tier 2 for \$75.
- Complete all of Tier 1 as well as two of the three Tier 2 activities and the Tier 3 requirement for \$100.

### **Minimum Requirements in order to access Merit Pay:**

The DESPA member must:

- have regular attendance (missing no more than 10 sick days per year)
- turn timesheet in on time

## Merit Pay for Student Aides

Tier 3: (\$100)

- Professional Growth (learning about child's disability/management techniques)

Tier 2: (\$75)

- Mentor students (This includes checking in on the social/emotional and/or academic well-being of a student with documentation of significant investment in mentee)
- Chart their student's progress (behavior or academic based on student need)
- Become familiar with their student's CA-60

Tier 1: (\$50)

- Complete all paperwork promptly (Ex: Medicaid forms turned in on time 8 of 9 months)
- Demonstrate knowledge of and adherence to the Employee Handbook policies and procedures as well as guidelines outlined in DESPA contract

### Process:

\*To earn Tier One Pay, the employee must complete both tasks

\*To earn Tier Two pay, the employee must complete all Tier One Tasks as well as two of the three options for Tier Two.

\*To earn Tier Three pay, the employee must complete all of the Tier Two requirements listed above and complete the Tier Three requirement.

## Merit Pay for Library Aides

Tier 3: (\$100)

- Monitor and develop systems/programs to encourage reading (ex: AR)
- Engage in professional growth opportunities
- Become familiar with students' reading level to help encourage a love of reading

Tier 2: (\$75)

- Mentor students (This includes checking in on the social/emotional and/or academic well-being of a student with documentation of significant investment in mentee)
- Demonstrate knowledge of current children's literature
- Take initiative to create an innovative and inviting library environment to best engage students in reading

Tier 1: (\$50)

- Use Aggie Bucks and other PBIS initiatives
- Demonstrate knowledge of and adherence to the Employee Handbook policies and procedures as well as guidelines outlined in DESPA contract
- Develop and effectively implement monitoring system for overdue materials
- Effectively monitor ordering and manage the budget

### Process:

\*To earn Tier One pay, the employee must complete all tasks.

\*To earn Tier Two pay, the employee must complete all Tier One tasks as well as two of the three options for Tier Two.

\*To earn Tier Three pay, the employee must complete all of the Tier Two requirements listed above and complete the Tier Three requirement.

## Merit Pay for Office Aides

Tier 3: (\$100)

- Professional Growth (see administrator for additional ideas and resources)

Tier 2: (\$75)

- Mentor students (This includes checking in on the social/emotional and/or academic well-being of a student with documentation of significant investment in mentee)
- Monitor noticeable trends in student behavior and report to appropriate administrator
- Take initiative to make positive changes based upon needs that arise in the office

Tier 1: (\$50)

- Use of Aggie Bucks and other PBIS initiatives
- Complete all paperwork/reports promptly (MICR, academic reports)
- Demonstrate knowledge of and adherence to the Employee Handbook policies and procedures as well as guidelines outlined in DESPA contract

### **Process:**

\*To earn Tier One pay, the employee must complete all tasks

\*To earn Tier Two pay, the employee must complete all Tier One tasks as well as two of the three options for Tier Two.

\*To earn Tier Three pay, the employee must complete all of the Tier Two requirements listed above and complete the Tier Three requirement.



## Merit Pay for Recess Aides

Tier 3: (\$100)

- Professional Growth (Peaceful Playground; see administrator for additional ideas and resources)

Tier 2: (\$75)

- Mentor students (This includes checking in on the social/emotional and/or academic well-being of a student with documentation of significant investment in mentee)
- Chart their student's progress (behavior or academic based on student need)
- Become familiar with their student's CA-60

Tier 1: (\$50)

- Use Aggie Bucks and other PBIS initiatives
- Complete all paperwork promptly
- Demonstrate knowledge of and adherence to the Employee Handbook policies and procedures as well as guidelines outlined in DESPA contract

### Process:

\*To earn Tier One Pay, the employee must complete all tasks

\*To earn Tier Two pay, the employee must complete all Tier One Tasks as well as two of the three options for Tier Two.

\*To earn Tier Three pay, the employee must complete all of the Tier Two requirements listed above and complete the Tier Three requirement.