

GWINN AREA COMMUNITY SCHOOLS

GWINN, MICHIGAN 49841

**GWINN EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
MEA/NEA**

2010-2011

2011-2012

2012-2013

TABLE OF CONTENTS

Article	Description	Page
Article 1	Agreement	1
Article 2	Purpose	1
Article 3	Recognition	1
Article 4	Extent of Agreement	2
Article 5	Agency Shop	2
Article 6	Union Rights	3
Article 7	Employer Rights	3-4
Article 8	Bargaining Unit Member Rights and Protections	4-5
Article 9	Grievance Procedure	6-7
Article 10	School Closure/Dismissal	7
Article 11	Negotiations Procedure	7-8
Article 12	Work Year, Workweek, Workday	8-9
Article 13	General Working Conditions	9
Article 14	Seniority	10
Article 15	Vacancies, Transfers, and Promotions	10-12
Article 16	Tuition and Conferences	12
Article 17	Reduction in Personnel, Layoff, and Recall	13
Article 18	Sick Leave	13-15
Article 19	Other Paid Leaves	15-16
Article 20	Unpaid Leaves	16
Article 21	Holidays	16
Article 22	Bargaining Unit Member Evaluations	16-17
Article 23	Job Descriptions	17
Article 24	Wages/Benefits	17-18
	Tuition Reimbursement Application	19
Article 25	Duration of Agreement	20
	Letter of Understanding	
	Grievance Report Form	
	2010-2011 District Calendar	
	2011-2012 District Calendar	
	2012-2013 District Calendar	

ARTICLE 1

Agreement

This Agreement entered into this 1st day of July, 2010, by and between the Gwinn Educational Support Personnel Association-MEA/NEA, hereinafter called the "Union," and Gwinn Board of Education, hereinafter called the "Employer." In consideration of the following mutual covenants, it is hereby agreed as follows:

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

2.3 Maintenance of Standards

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 3

Recognition

3.1 Bargaining Unit Defined

The Gwinn Public Schools Board of Education hereby recognizes the Gwinn 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, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA), for all full-time and regularly scheduled part-time Paraprofessionals of the Gwinn Public Schools. Excluded are supervisors 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 regularly scheduled to work at least thirty (30) hours per week.
- b. Part-time: Members employed less than thirty (30) hours per week.
- c. School-year employee: A bargaining unit member employed to work at least thirty hours per week, who works the number of school days as required by the district school calendar, including amendments to that calendar.

ARTICLE 4

Extent of Agreement

4.1 Severability

This Agreement shall constitute a binding obligation of both the Employer and the Union 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) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

4.2 Individual Agreements

Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

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 Union, or
- b. Pay a Service Fee to the Union, pursuant to the Union'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 union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. 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 Union, or its designee, no later than twenty (20) days following deduction.

5.2 Dues Deductions

Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. 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 check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

5.3 Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the Employer may 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/NEA-PAC contributions or any other plans or programs as jointly agreed to by the Union and the Employer.

ARTICLE 6

Union Rights

6.1 Information

The Employer agrees to furnish to the Union in response to reasonable requests and within a reasonable time, all information as published and available to the public concerning the financial resources of the District.

6.2 Use of Facilities

The Union and its representatives, with approval from the Superintendent, shall have the right to conduct Union 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.

6.3 Mail

The Union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned. The Union shall have use of the internal delivery system of the Employer, without cost.

6.4 Special Conferences

Special conferences for important matters of mutual concern may be arranged at the request of either party. Conferences shall be scheduled as soon as possible after receipt of such a request.

6.5 Competing Organizations

The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

6.6 Union Business Days

The Union will be granted four (4) days of leave per year (not cumulative) without loss of salary, sick leave, or personal leave to the individuals attending such meetings to conduct union business. The days are to be used at the discretion of the Union President in consultation with the administration.

ARTICLE 7

Employer Rights

The Board retains all rights, powers and authority vested in it by law and all management rights and functions. Rights reserved exclusively herein by the district school include:

1. To direct the affairs of the employer and to manage and control the school's business, equipment and operations.
2. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, standards of operation, and the means, methods and processes of carrying on the work.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and its organization, responsibilities and alignment, lay off employees and determine hours, days and weeks of work.
4. Adopt rules, regulations and policies.
5. Determine the selection and qualifications of employees including physical conditions and mental abilities.
6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

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

All other rights not specifically relinquished by this Agreement are retained by the employer. If the employer fails to exercise any of its rights or exercise them in a particular way, it shall not be deemed to have waived such rights or precluded from exercising them in some other way.

ARTICLE 8

Bargaining Unit Member Rights and Protections

8.1 Right to Organize

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the laws of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA, or other laws of Michigan or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement, or applicable law or regulation, or otherwise with respect to any terms or conditions of employment.

8.2 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 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.

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, sexual orientation, marital status, physical characteristics or handicap, or place of residence.

8.4 Discipline and Discharge

No bargaining unit member shall be disciplined without just cause.

8.5 Representation

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting at which disciplinary action by the Employer will take place. 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 Union is present. 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.

8.6 Discipline System

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

- a. Verbal warning by appropriate administrator.
- b. Written warning by appropriate administrator.
- c. Written reprimand by appropriate administrator.
- d. Suspension without pay pending a "Just Cause" hearing.
- e. Dismissal for just cause, including insubordination.

It is agreed that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee for just cause. Grounds for summary discharge and/or suspension include, but are not limited to, drunkenness or drinking on the job, being under the influence of alcohol while at work, stealing, unreported unapproved absence from work, insubordination, negligent abuse of school property, willful, wanton or grossly negligent performance of duties.

8.7 Personnel Files

A bargaining unit member will have the right to review the contents of the personnel file of the Employer pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Union 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 Union 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. The bargaining unit member shall have the right to review all materials placed in the bargaining unit member's personnel file. Formal complaints against the bargaining unit member shall be put in writing with 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 but in no instance shall said signature be interpreted to mean agreement with the content of the material.

8.8 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 promptly render all necessary assistance to the bargaining unit member, when possible, to prevent injury and loss of property.

8.9 Fair and Equitable Treatment

The Employer agrees to treat all employees fairly and equitably.

8.10 Sexual Harassment

Sexual harassment against (or by) bargaining unit members will not be tolerated.

8.11 Accommodation

The Employer shall make reasonable accommodation for known physical or mental limitations of an otherwise qualified handicapped individual, unless the Employer can demonstrate that the accommodation will impose an undue hardship on the operation of the program.

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 Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any established practice, rule, order, policy, or regulation 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 Union believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Union shall request a meeting with the immediate supervisor within five (5) days of the incident in an effort to resolve the complaint. The Union shall be notified and a 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 formalize the complaint.
- 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 formalized in writing within five (5) working days of the meeting between the supervisor and the affected bargaining unit member(s). The written grievance shall identify all of the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contentions of the bargaining unit member and Association with respect to these provisions, and shall indicate the relief requested. A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) 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 Union.
- c. Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance shall be transmitted to the Superintendent. Within ten (10) working days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent shall, within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s).
- d. Formal Level 3: If the Union is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period provided above, the Union may appeal the grievance to the Board of Education, on or before the next regularly scheduled meeting, the Board shall review the grievance and render a decision within ten (10) working days of that review.
- e. Formal Level 4: If the Union is not satisfied with the decision by the Board, the Union may, within ten (10) work days submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

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 term "days" when used in this Article shall mean work days. Time limits may be extended by mutual written agreement of the parties.
- b. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

- c. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
- d. If the Union 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 shall be considered granted.

ARTICLE 10

School Closure/Dismissal

10.1 School Closing

Employees will be paid for up to five (5) days that the District cancels classes, for which pupil instruction is not provided (but are authorized as student count days in Article 388.1701 of the State School Aid Act of 1979), because of conditions not within the control of school authorities such as, but not limited to, severe weather, mechanical breakdowns, fires, epidemics, or health conditions.

10.2 School Cancellation After Opening

If school is canceled after employees have reported for work or after students have reported, employees shall work their regular shift, or work until they are dismissed by the Principal. Employees shall be paid for the hours they work.

10.3 Return Home After Reporting for Work

- a. If a bargaining unit member is sent home immediately after reporting for work, they will receive a minimum of two hours call in pay. Employees will not return home until dismissed by their supervisor. They will also be expected to work until dismissed.
- b. Employees working less than two hours will receive a total of two hours pay.
- c. Employees working more than two hours will be paid for the actual hours worked.

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. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

11.2 Negotiations

Neither party in any negotiations shall have any control over the selection of the negotiating 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.

11.3 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 Union. Copies of this Agreement shall be printed at the expense of the Employer 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 Union with five (5) copies of the Agreement without charge to the Union. All school district personnel policies or any changes in said policies shall be distributed to the Union Stewards after commencement of this Agreement.

ARTICLE 12

Work Year, Workweek, Workday

12.1 Work Year

The work year shall be consistent with the student attendance year, including the orientation/in-service days prior to the start of the school year for the entire staff, last teacher work day of school year, and other days as determined by the employer.

12.2 Work Week

The work week for all bargaining unit members shall consist of a full week, Monday through Sunday.

12.3. Work Day

The work day for all bargaining unit members shall be determined by the employer. The employer shall have the right to temporarily reduce the work day in emergency situations. (Example: a late start) Those employees who will have their hours reduced by the temporary reduction of hours shall only be paid for the actual hours they work. No transfers or bumping into other bargaining unit positions will be allowed during a temporary reduction of hours.

12.4 Duty-Free Lunch

All bargaining unit members shall be entitled to at least one-half ($\frac{1}{2}$) hour duty-free lunch.

12.5 Overtime

Overtime shall be compensated at the rate of time and one-half ($1 \frac{1}{2}$) of the regular hourly pay for all hours over forty hours per week. Overtime shall require prior approval by the supervisor.

12.6 Substitutes

A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid his/her regular rate for those duties. A bargaining unit member's pay rate shall not be reduced nor increased as a result of such assignment. Non-bargaining unit substitutes shall be used to perform bargaining unit work during instances of an absence by regular bargaining unit members or when an unfilled temporary vacancy exists.

12.7 In-Service Attendance

Paraprofessionals shall attend relevant teacher in-service sessions with pay. Program relevance to the employee's responsibilities shall be determined by the paraprofessionals' respective supervisors. All paraprofessionals will be guaranteed one (1) paid professional development day. Preferably, this professional day would consist of a single program involving all district paraprofessionals together.

12.8 Committee Participation

GESPA members who are requested by the administration and agree to serve on the following site-based decision making committees, beyond the normal work day, will be compensated at the rate of their regular hourly salary per meeting, not to exceed forty (40) hours in a week. Committees include: Professional Development, School Improvement, Individual Education Planning and any committee mutually agreed to by the administration and GESPA. Compensation for these non-working hour committee meetings shall be made at the end of each semester.

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 which endanger their health, safety or well-being.

13.2 Student Discipline

The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. 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 Equipment

The Employer shall provide without cost to the bargaining unit member: approved first aid kits and materials in areas, gloves and appropriate training in the handling of blood and blood products.

13.4 Medical Related Services

The Association recognizes that the Employer may be required by law to provide certain "medical related services", (including but not limited to the following: changing diapers, administering medications and/or insulin, cleaning intermittent catheterization (CIC) and tracheotomy cleaning) to any student. When medical related services require expertise, the Employer will endeavor to provide the services via trained personnel. In no case, however, will a bargaining unit member or their substitute be required to provide related services requiring expertise unless the following conditions are met:

1. The parents or guardians have given prior written approval for the administration of the medication by non-medical personnel.
2. The aforementioned permission is accompanied by written instructions from the attending physician.
3. Necessary equipment and supplies are provided.
4. Prior training is provided with regard to medication protocol, equipment, and procedures. Such training shall be provided at the Employer's expense with compensation to the bargaining unit member for any time required to receive training. Bargaining unit members are expected to exercise reasonable care with respect to administering the above "medical related services", but shall not be individually liable except in the case of gross negligence or gross neglect of duty.

ARTICLE 14

Seniority

14.1 Seniority Defined

Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the starting date of work. 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 the way they are listed in the Board minutes.

14.2 Probation

Probationary bargaining unit members shall have no seniority rights until the completion of the probationary period, at which time their seniority shall revert to their Board approved date of hire. The probationary period shall be forty-five (45) calendar days. Days worked as a substitute shall not count or be credited toward the probationary period.

14.3 Classifications

For purposes of this Agreement all bargaining unit members shall be placed in the following classification: Paraprofessional. This classification shall include all full-time and regularly scheduled part-time instructional aides and library aides.

14.4 Seniority List

The Employer shall prepare, maintain and post a seniority list. The initial seniority list shall be prepared after the effective date of this Agreement. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure, with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.

14.5 Accommodation

Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease, or sustains a handicap for which reasonable accommodation needs to be made, while employed by the Employer, may at the discretion of the employer be employed at other work on a job that is operated by the Employer which he/she can do, without regard to any seniority provision in this Agreement.

14.6 Seniority Lost

Seniority shall be lost upon termination for cause, resignation, retirement, or transfer to a non- bargaining unit position. Seniority will not accumulate during days taken without pay.

14.7 Seniority Accrual

A non-probationary, full-time employee who is employed for a full school year shall earn one (1) year seniority. Seniority for regular part-time employees shall be pro-rated using the percentage of hours worked based on the full time standard of 30 hours per week.

ARTICLE 15

Vacancies, Transfers, and Promotions

15.1 Paraprofessional Qualifications

- a. All paraprofessionals hired after July 1, 2002 must meet qualifications as defined by the state and federal requirements. July 1, 2002 requirements are as follow:
All Title I paraprofessionals hired must have done one of the following:

- Completed at least 2 years of study at an institution of higher education;
 - Obtained an associate's degree; or
 - Met a rigorous standard of quality and can demonstrate, through the state or local academic assessment of knowledge and the ability to assist in instruction:
 - 1) reading, writing and mathematics, or
 - 2) reading readiness, writing readiness and mathematics readiness.
- b. All Title I paraprofessionals hired before July 1, 2002 must meet the required qualifications by January 8, 2006 to maintain employment and internal transfer rights.
- c. All paraprofessionals hired prior to July 1, 2002 shall be required to meet all respective funding program requirements by January 8, 2006 to maintain internal transfer rights.

15.2 Vacancy Defined

A vacancy shall be defined as a newly created position or a present position that is not filled after the posting process has been completed. The posting process may include the process of transferring employees in order to fill positions.

15.3 Vacancy Posting

Whenever a position for which the Union is recognized as the exclusive bargaining agent for this contract becomes vacant, the following procedures shall be used:

1. A five (5) day posting limitation, along with available position profile, will be sent to each building representative.
2. Bargaining unit members interested in transferring shall apply in writing to the superintendent within the five (5) day posting limitation. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each building representative.

15.4 Award of Vacancies

Vacancies shall be filled by the most certified and qualified applicant. Vacancies filled from within the bargaining unit shall be filled by the most senior qualified member. Should no bargaining unit member qualify, the vacancy may then be posted outside the unit.

15.5 Selection

Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.

15.6 Trial Period

In the event of transfer, 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 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.

15.7 Involuntary Transfers

The parties agree that the administration has the right to invoke involuntary transfers of bargaining unit members.

15.8 Temporary Assumption of Duties

Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid his/her regular rate for those duties. A bargaining unit member's pay rate shall not be reduced nor raised as the result of any temporary change in duties.

ARTICLE 16 **TUITION AND CONFERENCES**

16.1 Tuition Reimbursement

The Board shall budget \$3,000 annually for tuition reimbursement. After one year of employment in the district, any paraprofessional, receiving prior approval from the Superintendent, taking courses, shall be reimbursed for tuition costs at a rate of \$100 per credit hour, up to \$200 per class. Funding will be based on a first come, first served basis. Reimbursement is payable upon proof of successful completion. Proof shall be based on the district receiving a grade from the staff member or university.

The course must enhance or benefit the paraprofessional's job performance within the school district, or receive the approval of the Superintendent.

It may occur that at the end of the fiscal year (June 30), a portion of the \$3,000 will still be available. Remaining funds will be reimbursed to those paraprofessionals who took more than two approved credit hours. The total number of unpaid credit hours for previously approved classes will be divided into the remaining funds, each unpaid hour receiving an equal share.

In order for all paraprofessionals hired before July 1, 2002, to become qualified (as defined in 15.1 Paraprofessional Qualifications) the District will reimburse only those bargaining unit members, not qualified, by paying for one (1) of the tests as set forth by the Michigan Department of Education, up to January 8, 2006. Tests available include:

- WorkKeys (PCTA)
- Michigan Test for Teacher Certification – Basic Skills (MTTC)
- ETS Parapro Assessment

(Tuition Reimbursement Application Form, Page 19.)

16.2 Conferences

The GESPA secretary shall receive notification of all conferences.

Paraprofessionals within the District may, with approval of the Superintendent, be able to attend conferences such as Title 1, Special Ed, or other conferences that would pertain to and enhance their job performance. Conference fees may be covered by the District. Time spent at a conference shall not be counted against sick leave or personal leave for the paraprofessional. Paraprofessionals will be paid their daily rate for participation at such conferences.

All paraprofessionals may have the opportunity to attend said conferences on a rotating basis and/or at least one paraprofessional from each building representing their department (Title 1, Special Ed, Library), with permission from the building principal. A recommendation for a paraprofessional to attend a conference can also come from the teacher or building principal they are working with.

Attendance at said conferences can help the paraprofessional to meet The Guidelines for Michigan Paraprofessional Portfolio, (approved by Michigan State Board of Education, February 10, 2004), another way in which a paraprofessional can become qualified.

ARTICLE 17
Reduction in Personnel, Layoff, and Recall

17.1 Layoff Defined

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition as determined by the employer.

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) work days prior to the effective date of the layoff.

17.3 Layoff Procedures

In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are entitled to recall and who are certified and qualified for a vacant or newly created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position for which they are certified and qualified which is held by a less senior bargaining unit member.

17.4 Substitute Priority

A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her qualifications and seniority. Laid-off bargaining unit members may continue their benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer after the first thirty (30) calendar days of such layoff.

17.5 Recall

Laid-off bargaining unit members shall be recalled in order of seniority, with the most qualified member being recalled first. 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.

A recalled bargaining unit member shall be given ten (10) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the ten (10) day period. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Employees shall be entitled to recall for a period of up to three (3) years.

ARTICLE 18
Sick Leave

18.1 Sick Leave

All employees shall be entitled to nine (9) sick days per contract year. Sick days shall be available to eligible employees at the start of each school year. Unused sick leave may accumulate from year to year, up to a total of one-hundred (100) days. Proof of illness may be required at any time. The Employer shall furnish

bargaining unit members with access to their accumulated leave credit on the District's web site (<http://admin.gwinn.k12.mi.us/cgi-bin/EmployeeWeb/ew-login.p>).

A day is defined as the number of hours the employee is scheduled to work per school day.

An employee absent from work because of mumps, scarlet fever, measles, chicken pox, shingles, or mononucleosis shall suffer no loss of compensation and shall not be charged with sick leave up to a limit of seven days when proof of such illness is shown by a doctor's statement.

An employee absent from work because of conjunctivitis, strep throat, or head lice shall suffer no loss of compensation and shall not be charged with sick leave up to a limit of two (2) days per occurrence when proof of such illness is shown by a doctor's statement.

18.2 Sick Day 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, or for the illness or disability of any member of his/her immediate family as defined below, which shall include all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.

18.3 Immediate Family

Immediate family shall be defined as spouse, children, stepchildren, parents, parents of spouse, grandparents, grandchildren, brother, sister, brother and sister-in-law, son and daughter-in-law, step-parents, or dependents of the employee's household.

With prior approval of the School Administration, an employee may use sick leave for other non-listed family members, other employees, and/or friends and such time shall be deducted from sick leave.

18.4 Family Medical Leave Act

The representatives of the School District and Association agree that it is their mutual intent and understanding to comply fully with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In doing so, the parties agree that employees requesting leaves of absence, pursuant to the FMLA, who are found eligible therefore, will be required to utilize paid entitlements for which they are otherwise eligible under the terms and conditions of the Master Agreement during their FMLA leave time. The employee may save up to ten (10) days of accumulated sick leave for use upon return from FMLA. While the parties understand and agree that the rights established by FMLA will not diminish any employee benefits programs or plans or paid leave provision dictated by terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

18.5 Maternity Leave

Upon a doctor's certification, a pregnant employee may use accumulated paid sick leave for childbirth and recovery. This time shall be certified by the employee's physician. The physician shall also state the date on which the employee shall be able to return to work. This return date shall terminate the pregnancy sick leave unless otherwise extended by the physician due to continued disability.

Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that employee has a supplementary contract. The employee may work as long as her condition does not interfere with her assignments and duties.

Bargaining unit members who require a maternity sick leave shall be able to save up to ten (10) days of accumulated sick leave for use upon return from said maternity sick leave.

18.6 Sick Leave Bank

A voluntary per occurrence sick leave donation fund may be established beginning with the 2007-2008 year. The Association shall establish and administer a voluntary sick leave bank for the benefit of its members.

GESPA unit members who have exhausted their accumulated sick leave and a catastrophic incident has occurred, may request voluntary donated sick leave days from fellow GESPA unit members. Such requests must be supported by a physician's statement. All requests shall be submitted in writing to the Union President. The Professional Negotiations Team will administer the donated sick leave bank.

Association members will be able to donate sick leave to the requesting member's sick leave bank. This donation will be on a completely voluntary and anonymous basis. If the sick leave donations are not used, the unused remaining days will revert back to the donating members – one day at a time in the order received.

The Board shall in no way be responsible for the allocation of days to GESPA members or for naming or indicating the members who should donate days to the sick leave bank. Such matters shall be the sole and separate responsibility of the Association. No grievance shall be filed by the Association or any member on any matters which are specifically made the responsibility of the Association and not the Board. The association agrees to indemnify and hold harmless the Board for any damages incurred by the Board with respect to the matters made solely the responsibility of the Association and not the Board.

ARTICLE 19

Other Paid Leaves

19.1 Personal Business

At the beginning of every contract year, each bargaining unit member shall be credited with four (4) days to be used for the bargaining unit member's personal business and if not used they will carry over to sick leave. Employees with ten (10) or more years of service will receive five (5) days to be used for the bargaining unit member's personal business and if not used they will carry over to sick leave. A bargaining unit member planning to use a personal business day, or days, shall request in writing these days at least five (5) days in advance, except in cases of emergency. Approval of personal leave will be contingent upon the securing of an acceptable substitute. Personal business days shall be available for the practice of individual religious preferences. Personal business days may not be taken during the first or last ten (10) days of the school year, unless approved by the Superintendent.

19.2 Judicial Leave

Any bargaining unit member called for jury duty shall be paid the difference between his pay as a juror and his/her regular daily rate of pay.

19.3 Armed Services

Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve/Guard pay and the regular pay he/she would receive from the Employer during any period when the affected bargaining unit member engages in training or other service in the Reserve or National Guard. All benefits shall remain in effect.

19.4 Bereavement Leave

Any bargaining unit member will be granted a maximum of five (5) days of paid leave per death for immediate family members. Immediate family shall be defined as spouse, children, stepchildren, parents, parents of spouse, grandparents, grandchildren, brother, sister, brother and sister-in-law, son and daughter-in-law, step-parents, or dependents of the employee's household.

With prior approval of the School Administration, an employee may attend the funeral of other non-listed family members, other employees, and/or friends and such time shall be deducted from sick leave. Unused funeral/bereavement leave shall not be cumulative.

ARTICLE 20 **Unpaid Leaves**

20.1 Leaves of Absence

Leaves of absence without pay for up to one (1) year in duration may be granted to full-time 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. During the leave of absence, benefits will not be paid and seniority shall not accrue. All unpaid leaves of absence, for any period of time require that the bargaining unit member submits a written request to his/her supervisor and secures written approval prior to the employee's absence. An employee's absence without leave approval shall be grounds for termination.

ARTICLE 21 **Holidays**

21.1 Holidays

All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the holiday fall on a Saturday or Sunday, either Friday or Monday (as determined by the employer) shall replace that day.

Labor Day; Thanksgiving; Day after Thanksgiving; Christmas Eve; Christmas Day; New Year's Eve; New Year's Day; Memorial Day

Easter Monday and/or Good Friday shall be considered holidays under this Article if either are non-scheduled student days.

ARTICLE 22 **Bargaining Unit Member Evaluations**

22.1 Monitoring

All monitoring or observation of the work of each bargaining unit member shall be conducted in person.

22.2 Observation

Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work.

Evaluations shall be based on criteria established in the bargaining unit member's job description. The criteria shall be limited to the actual performance of the job duties as agreed to by the Employer and the Union, and are a part of the job performed. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.

22.3 Written Evaluations

All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. 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. Evaluations shall not be subject to the grievance process.

22.4 Evaluation Conferences

Following each evaluation, 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 desires. 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

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 Union.

22.6 Absence of Evaluation

The absence of an evaluation shall be judged to be a satisfactory evaluation for that year.

ARTICLE 23 **Job Descriptions**

Job descriptions will be developed for each classification assignment after the ratification of this Agreement. Such job descriptions shall be developed by the Employer.

ARTICLE 24 **Wages/Benefits**

24.1 Wages

All non-probationary members of the bargaining unit shall be paid at the following rates:

2010 – 2011 – 0% Increase
2011 – 2012 – 0% Increase
2012 – 2013 – 1.5% Increase

During the 2009 – 2010 year wages and steps were frozen. No service credit was granted for 2009 – 10 except for those employees hired in 2009 – 2010 at step zero.

2010-11	Step 0 – New Hires after 7/1/09	\$11.14/hour
	Step 1 – One Year Experience as of 7/1/09	\$11.48/hour
	Step 2 – Two Years Experience as of 7/1/09	\$11.83/hour
	Step 3 – Three Years Experience as of 7/1/09	\$12.17/hour
	Step 4 – Four Years Experience as of 7/1/09	\$12.55/hour
	Step 5 – Five Years Experience as of 7/1/09	\$12.93/hour

2011-12	Step 0 – New Hires after 7/1/10	\$11.14/hour
	Step 1 – One Year Experience as of 7/1/10	\$11.48/hour
	Step 2 – Two Years Experience as of 7/1/10	\$11.83/hour
	Step 3 – Three Years Experience as of 7/1/10	\$12.17/hour
	Step 4 – Four Years Experience as of 7/1/10	\$12.55/hour
	Step 5 – Five Years Experience as of 7/1/10	\$12.93/hour
2012-13	Step 0 – New Hires after 7/1/11	\$11.31/hour
	Step 1 – One Year Experience as of 7/1/11	\$11.65/hour
	Step 2 – Two Years Experience as of 7/1/11	\$12.01/hour
	Step 3 – Three Years Experience as of 7/1/11	\$12.35/hour
	Step 4 – Four Years Experience as of 7/1/11	\$12.74/hour
	Step 5 – Five Years Experience as of 7/1/11	\$13.12/hour

All probationary bargaining unit members shall be paid \$1.00 per hour less than the regular hourly rate during the forty-five (45) calendar day probationary period.

24.2 Insurance

Effective upon the ratification by both parties of this agreement, the Employer will provide insurance coverage for up to four (4) bargaining unit members of GESPA.

Hospitalization effective upon ratification:

Self Only; CHOICES II; \$10/\$20 Rx Co-pay

Insurance purchased for said GESPA members will be in lieu of cash per Article 24.3.

24.3 Benefits in Lieu of Insurance

Bargaining unit members not taking paid insurance benefits will be provided in lieu of health insurance as follows:

All full-time bargaining unit employees will receive a total of \$3,300 per year, payable at the end of each semester (January and June, in the amount of \$1650). Those members electing the in lieu of payment will have all taxes withheld on those payments. Members wishing to purchase insurance benefits, as outlined in Article 24.2 may do so through the District's Section 125 plan in accordance with IRS Regulations.

TUITION REIMBURSEMENT APPLICATION

I am applying for tuition reimbursement at the rate of \$100 per credit hour, up to \$200.

Course Name

Course Number

University

Credit Hours

Course Description

Please provide rationale for taking the course.

Date course is to be completed: _____

Date application submitted: _____

Signature: _____

Superintendent: _____

Approved

Disapproved

ARTICLE 25

Duration of Agreement

This Agreement shall be effective as of July 1, 2010, and shall continue in effect until the 30th day of June, 2013.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 23rd day of March, 2011.

UNION

By Coleen Boote
Coleen Boote, President

By M. J. Puollala
P/N Chairperson

Date: 3-23-11

EMPLOYER

By Walter Maki
Walter Maki, President

By Gloria Bigelow
Gloria Bigelow, Secretary

Date: 3-24-11

GWINN AREA COMMUNITY SCHOOLS
GWINN, MICHIGAN 49841-9180

(906) 346-9283
FAX (906) 346-3616

MICHAEL R. MAINO
Superintendent

AMY LUOMA
Business Manager

KRISTEN PETERSON
Special Education Coordinator

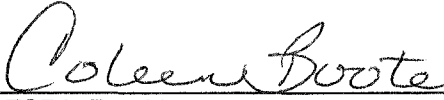
BRENDA KURIAN
Supervisor of Operations

BOARD OF EDUCATION

WALTER J. MAKI, President
RUTH SPADE, Vice President
GLORIA BIGELOW, Secretary
MICHELLE DOLBY, Treasurer
RONALD J. LIBEY, Trustee
JULIE SHAW, Trustee
CINDY FILIZETTI, Trustee

Letter of Understanding

The following sentences, ***"During the 2009 – 2010 year wages and steps were frozen. No service credit was granted for 2009 – 10."***, which are included in the GESPA Master Agreement tentatively approved for 2010 – 2013 shall be changed as follows, ***"During the 2009 – 2010 year wages and steps were frozen. No service credit was granted for 2009 – 10 except for those employees hired in 2009 – 10 at step zero."***



GESPA President

3-18-11
Date



Superintendent

3-18-11
Date

supt/negotiations/gespa/letterofunderstanding

**GRIEVANCE REPORT FORM
GWINN AREA COMMUNITY SCHOOLS**

Grievance # _____

Distribution of Form

1. Superintendent
2. Supervisor
3. Union
4. Grievant

Submit to Supervisor in Duplicate

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

STEP 1

A. Date/Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievant: _____

3. Relief Sought: _____

Signature

Date

C. Disposition of Supervisor: _____

Signature

Date

GRIEVANCE REPORT FORM (CONTINUED)

- D. Disposition of Grievant and/or Union: _____

Signature Date
(If additional space is needed in reporting Section "B" of Step #1, attach an additional sheet.)

STEP 2

- A. Date Received by Superintendent or Designee: _____
B. Disposition of Superintendent or Designee: _____

- _____
Signature Date
C. Position of Grievant and/or Union: _____

- _____
Signature Date
STEP 3
A. Date Submitted to Arbitration: _____
B. Disposition and Award of Arbitrator: _____

Signature of Arbitrator Date