

6/30/2002

4701

AGREEMENT

BETWEEN

BOARD OF EDUCATION OF MARTIN PUBLIC SCHOOLS

AND

**MARTIN EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION**

July, 1999

through

June, 2002

Martin Public Schools

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ARTICLE 1

AGREEMENT

This Agreement entered into this April 1, 1999, by and between the BOARD OF EDUCATION of MARTIN PUBLIC SCHOOLS, Martin, Michigan, hereinafter called the "Employer" or the "Board", and the MARTIN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA-NEA, hereinafter called "Association" or, "Union".

ARTICLE 2

PURPOSE

Section 1. This Agreement is negotiated pursuant to the Public Employment Relations Act, as amended MCLA 423.201 et. seq.; MSA 17.455 (1) et. seq. (PERA), to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

Section 2. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, 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 and accordingly, have included herein a grievance procedure for the effective processing and resolution of disputes.

Section 3. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

ARTICLE 3
RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time, custodial/maintenance employees and para-professionals, but excluding all other employees, including the following: supervisors, substitute summer and student employees.

Section 2. Unless otherwise indicated, the term "Employee" when used hereinafter in the Agreement shall refer to members of the above-defined bargaining unit.

ARTICLE 4

EXTENT OF AGREEMENT

Section 1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement or as permitted by law.

Section 2. Any individual contract between the Employer and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provision inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter which was negotiated, but about which no agreement was reached.

Section 4. Subject to the preceding Sections of this Article, special conferences for important matters will be arranged between the Union president or his/her designee and the Employer's designated representative upon mutual agreement.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. The Union recognizes that the Employer has the responsibility and the authority to manage and direct all of the operations and activities of the District to the full extent authorized by law, that all of the rights and powers that the Employer had prior to the execution of this Agreement are retained by the Employer, and that nothing in this Agreement shall be deemed to limit or control the exercise of the same unless, and only to the extent, they are expressly and specifically limited by this Agreement.

These rights and powers, include, but are not limited to: the rights to hire, direct, assign, recall, demote and promote employees; to reprimand, suspend, and discharge employees for just cause; to lay off employees for lack of work or other legitimate reasons; to reduce the work day or work week or effect reductions in hours by combining layoffs and reductions in work day or work week; to select employees for promotion or transfer to supervisory or other positions outside the bargaining unit; to determine the qualifications and competency of employees to perform available work; to change and eliminate job classifications; to establish new classifications and the work content of existing classifications; to maintain discipline, order and efficiency of employees; to plan for and manage its affairs efficiently and economically, including the determination of the quantity and quality of service to be performed; to determine the number of employees assigned to any operations, to determine the labor requirements of the District and to determine and adjust the size of the work force and to determine and adjust the schedules of work, to determine and adjust the means, methods and procedures of work, and to introduce new and improved means, methods and procedures and eliminate existing means, methods and procedures; to discontinue any service, function or operation; to establish, revise and maintain and enforce work standards.

Section 2. Except as otherwise provided herein, all reasonable rules, regulations, policies, procedures and practices of the Employer shall remain in full force and effect and may be changed, updated and supplemented from time to time, provided that they do not conflict with an expressed limitation in this Agreement.

It is specifically understood, without limiting the generality of the foregoing, that the

Employer shall have the right to make reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining safety, discipline, security, efficient and/or effective operations. The Employer shall make the employees aware of new or modified rules and regulations prior to implementation. The rules and regulations shall not limit the Employer's right to discipline or discharge employees under appropriate circumstances, whether or not the cause for such action is addressed in said rules.

Section 3. As is presently the case, supervisory personnel and other employees of the Employer not included in the bargain unit represented by the Union may perform any work, including work ordinarily done by members of the bargaining unit represented by the Union. However, this Section is intended to provide for temporary or occasional relief and will not be used to displace bargaining unit employees with non-bargaining unit employees.

ARTICLE 6

UNION RIGHTS AND SECURITY

Section 1. The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

a) The Union and its members shall have the right to use school building rooms for meeting purposes at all reasonable hours as other community groups, using the same requisition forms and procedures as other community groups. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Union, either on or off school premises. Unless, in the opinion of the Board it becomes disruptive to the educational process.

b) Bulletin Boards and School Mails. The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to use the school mails to distribute Union materials.

c) Union Representatives. Duly authorized representatives of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations or an employee's assigned duties. Upon entering school buildings, Union representatives will notify the appropriate building administrators of their presence.

d) Union Representation. Employees shall be represented by Union Stewards, or in the absence of the regular Stewards, by an Alternate Steward. Both Stewards and Alternate Stewards shall be regular employees of the bargaining unit.

Section 2. Agency Shop.

a) Union Membership. Membership in the Union is not compulsory. Employees have the right to join or not to join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on nor discriminate against any employee by reason of his/her joining or refusing to join the Union.

b) Financial Responsibility. Membership in the Union is separate and distinct from the assumption by an employee of his/her equal obligation to compensate the

Union for the benefits he/she receives from representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Union. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and that each assumes his/her fair share of the cost of representation.

c) Agency Service Fee. Each employee who is not a member of the Union shall pay to the Union an agency service fee. The fee shall be determined by the Union and shall be equivalent to each member's proportionate share of the cost of negotiating and administering the Collective Bargaining Agreement but in no event shall it be more than the dues paid by a Union member. If during the term of this Agreement, it should be determined by a Court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.

d) Deduction of Dues. An employee may pay membership dues, or the agency service fee, as the case may be, through payroll deduction or may terminate an authorization previously given by submitting a written authorization or termination request to the Employer within thirty (30) calendar days following the beginning of the school year or the date of employment, whichever is later. Employee authorization for the deduction of Union dues, or for the payment of agency service fee, shall identify the employee, the amount of each deduction, the period for which deductions are to be made, and be signed by such employee. The Employer shall deduct the authorized amount due from each employee's pay and transmit the total deductions to the Treasurer within fifteen (15) days following such deductions together with a listing of each employee for whom deductions were made. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to refund such moneys within twenty (20) days.

e) Non-Discrimination. The Union and the Employer agree that it will not discriminate against any employee in the bargaining unit by reason of sex, race, religion, marital status, age or national origin and that any employee who has paid an agency service fee shall be entitled to participate in all of the activities of the Union relating to the negotiations and administration of the Collective Bargaining Agreement to the same extent as any other employee.

Section 3. Union Leave. The Employer shall provide up to 16 hours per contract year (July 1 through June 30) of released time for the handling of Union business during the affected employee's regular work hours. The use of such released time must be approved in advance by the Union president. The affected employee's absence from work shall be in increments of half-days and full days with four hours or less constituting a half day and more than four hours constituting a full day. The Employer shall be given reasonable advance notice of any such absence from work but in any case, no less than 5 days notice. Only one employee shall be absent at any time. If the Employer obtains a substitute, the Union shall reimburse the Employer at the substitute's rate of pay.

ARTICLE 7
EVALUATION

Employees will be evaluated by their immediate supervisor on a yearly basis. Evaluations will be in writing and will be discussed with the employee by their supervisor. Probationary employees will be evaluated twice during the year. The evaluation procedure shall be completed no later than April 1, except in case of emergency.

See attached copy of evaluation form.

ARTICLE 8

DISCIPLINE AND EMPLOYEE RIGHTS

Section 1. No employee shall be disciplined without just cause. Work rules have been issued. If the Employer decides to change or add to the rules in the future, the change or addition will be posted and a copy provided to the Union. If the Union believes that the change or addition is unreasonable, the issue of reasonableness shall be subject to the grievance and arbitration procedure.

Section 2. An Employee shall be entitled to have present a representative of the Union, upon the Employee's request, during any disciplinary action or during an interview which reasonably could lead to discipline of the Employee. When a request for representation is made, no action shall be taken with respect to the Employee until such Representative is present. Employer action will not be delayed more than 24 hours due to the unavailability of a particular union representative. In the event a disciplinary action is to be taken, the Employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

Section 3. Any formal complaint which is to become a part of the employee's personnel file, made against an employee by any parent, student, or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used in any discipline action against the employee.

Section 4. It is agreed and understood that under normal circumstances the following progressive system of discipline shall be followed in disciplining employees:

- a) Discussion of problem between employee and immediate supervisor.
- b) Written warning by supervisor.
- c) Suspension without pay.
- d) Dismissal.

Further, it is agreed and understood that there may be a combination or acceleration of such steps depending upon all the relevant facts.

ARTICLE 9

NO STRIKE

It is the intention of the parties hereto that the procedures set forth herein shall serve as a peaceful means for the settlement of any dispute which may arise between them as to the interpretation or application of this Agreement. Therefore, the Association and its members, individually and collectively, agree that during the term of this Agreement there shall be no strikes, stoppage of work, or interruption of work, and the Board agrees that it will not institute any lockout during the term of this Agreement.

Section 1. Continuous and uninterrupted operations by the District and orderly collective bargaining relations between the Employer and the Union to secure prompt and fair disposition of disputes and grievances being essential considerations of this Agreement, it is agreed that the Union and its members, individually and collectively, will not, during the terms of this Agreement call, permit, sanction, take part in, or assist in: (a) any strike, sympathetic or otherwise, including work stoppages, or slow-down; (b) honoring of any picket line or strike by any other Union, organization or individual against the District, unless the reason for honoring the picket line is serious and imminent physical danger, in which event the employee shall have the burden of proving the actual existence of such danger.

Section 2. The Employer shall have the absolute right to discharge or otherwise discipline any individual employee or group of employees who violate Section 1 of this Article. Such discipline may be grieved and arbitrated, but the arbitrator shall have no authority to mitigate or reduce the discipline unless the arbitrator finds that there was no violation of Section 1. If such a violation occurred, then the grievance must be denied in its entirety. If the violation did not occur, then (and only then) may the arbitrator fashion an appropriate remedy.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1. A grievance shall be an alleged violation, or misapplication of the expressed terms of this Agreement.

Section 2. The Union shall designate representative(s) to handle grievances and shall annually notify the employer in writing of its representative. The Employer hereby designates the applicable Supervisor, or his/her designee, to act as its representative at Level One as hereinafter described, and the Superintendent, or his/her designated representative, to act at Level Two as hereinafter described.

Section 3. The term "days" herein used shall mean business working days.

Section 4. Level One: An employee, group of employees, or the Union, believing themselves wronged by an alleged violation of the expressed provisions of this Agreement, shall, within ten (10) days of when the Grievant knew or reasonably should have known of the alleged occurrence, orally discuss the matter with the Supervisor in an attempt to resolve same. The Supervisor will respond to the Employee within five (5) days on the form attached to this Agreement.

Section 5. Level Two: If the Grievance is not resolved at Level One, it may be reduced to writing on the form attached to this Agreement and presented to the Superintendent or designee(s) within five (5) days of the Level One response. Within five (5) days of the receipt of the grievance, the Superintendent or designee shall arrange a meeting with the Grievant and the Union Representative. Within five (5) days of the discussion, the Superintendent or designee shall render a decision in writing with the disposition of the Grievance, transmitting a copy of the same to the Grievant and the Union. If no decision is rendered within five (5) days of the Level Two decision or the decision is unsatisfactory to the Union, the Union may appeal same to the Board of Education by filing a written appeal with the Secretary of the Board within fifteen (15) days after the receipt of the Level Two decision.

Section 6. Level Three: Upon proper appeal as specified in Level Two, the Board shall allow the Employee, and the Union representative, an opportunity to be heard at the

Board meeting for which the grievance is scheduled. Within fifteen (15) days of the meeting the Board shall render its decision in writing. The Employer may hold future meetings therein, may designate one or more of its members to hold future meetings therein, or otherwise investigate the grievance, provided, however, that the Employer will provide its answer to the Grievance within fifteen (15) days after the initial meeting.

Section 7. Level Four. If the Union is not satisfied with the disposition of the Grievance at Level Three or if no disposition has been made within the period provided above, the Union may submit the Grievance to arbitration before an impartial arbitrator. Each party striking a name until one remains will select the Arbitrator from the following panel. The order of striking will be determined by a coin toss. Subject to Section 15, A. of this Article, both parties agree to be bound by the award of the Arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the Arbitrator shall be paid by the loser of the grievance.

Section 8. The number of days indicated at each level may be waived by mutual written consent of the Employer representative and the Grievant/Union.

Section 9. All grievance procedures and investigations by the Union will be processed during times which do not interfere with assigned duties.

Section 10. Back pay adjustments, where applicable, will be limited to the date the alleged violation occurred, and to the amount actually lost, with deduction of all sums earned, or which, by the exercise of reasonable diligence, would have been earned during the back pay period. The Employer will have no liability for any special compensation claim.

Section 11. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which he presently has, provided that, if any employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

Section 12. In the course of investigation of any grievance, representatives of the

Union will report to the principal or other Supervisor of the building being visited and state the purpose of the visit immediately.

Section 13. Every effort will be made to avoid the involvement of students in all phases of the grievance procedure. Student statements may be admitted in evidence in lieu of live testimony with written consent of the parents provided both parties have previously received a copy of such statements.

Section 14. The enclosed written grievance form shall be mutually agreed upon and must be used by the employer and the Union. A reasonable supply of the forms shall, at the beginning, be supplied to the Union. All persons involved in the grievance shall have a copy of the grievance form.

Section 15. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

a) It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or Union, nor shall the arbitrator exercise any responsibility or function of the Employer or of the Union. The decision of the arbitrator shall be final and binding on both parties.

b) No decision in any one case shall require a retroactive adjustment in any other case.

c) The Arbitrator shall have no power to establish salary scales or revise the content of performance evaluations.

Section 16. 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 of any year and strict adherence to the time limits may result in hardship to any

party, the Employer shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as may be possible.

Section 17. Notwithstanding the expiration of this Agreement, any claim or grievance arising and properly filed thereunder may continue to be processed through the grievance procedure until resolution.

Section 18. Grievances filed as Union grievances may, at the option of the Union, be initiated at Level Two of the grievance procedure, within fifteen (15) days after the Union knew or should reasonably have known of the occurrence of the alleged violation.

Section 19. If an individual employee has a personal complaint which he desires to discuss with the Superintendent, he is free to do so.

Section 20. Expedited Arbitration. The Union, with the prior written consent of the Employer, may process a grievance via the expedited grievance procedure outlined as follows:

a) The grievance shall be submitted in writing to the Superintendent or his/her designee. Within five (5) days after submission, the Superintendent or his/her designee shall schedule a meeting with the Union in an effort to resolve the dispute.

b) If the dispute is still not resolved to the Union's satisfaction within seven (7) days of the initial hearing between the Superintendent or his/her designee and the Union, as above described, the Union may appeal the grievance an Arbitrator and the parties agree to generally follow the American Arbitration Association's rules of expedited arbitration.

c) Except as provided otherwise in this Section, expedited arbitration shall be subject to all of the provisions of this Article.

ARTICLE 11

SENIORITY

Section 1. Probationary Employees. New employees shall be considered as probationary employees for their first ninety-(90) days worked. There shall be no seniority among probationary employees. Probationary employees are employed at the will of the Employer and they may be discharged at any time in the Employer's sole discretion, and the employee shall have no recourse through the grievance procedure. The Employer shall have no responsibility to recall or re-employ any probationary employee laid off or discharged during his/her probationary period. After probationary employees have completed their probationary period, they shall be entered on the seniority list and shall rank in seniority from the first day worked by them in their present classification after their latest employment with the Employer.

Section 2. Definition of Seniority. Seniority is defined as length of continuous service in the bargaining unit classification since the employee's date of hire or entrance into the unit. As between employees hired on the same day, seniority shall be determined by drawing lots. Seniority shall commence after completion of the probationary period and shall thereafter apply only as specifically set forth in this Agreement.

Section 3. Seniority List. No later than thirty (30) days following the ratification of this Agreement, and by March 1, thereafter, the Employer shall prepare a current seniority list. All employees will be ranked on the list. The seniority list will be posted in a conspicuous location in each building, and a copy provided to the Union president.

It shall be the responsibility of the Union and of the employees to check any such posted seniority list and to notify the Superintendent in writing of any error contained therein within ten (10) work days from the date the list was given to the local president. Disputes as to the correctness of seniority shown on the list shall be subject to the grievance procedure herein, if not amicably resolved.

The Employer shall be entitled to rely on such posted lists. If the Employer is not notified of the existence of an error within the ten (10) work days provided above following the delivery of the seniority list, the Employer shall incur no liability for any erroneous uses

of seniority. If the Employer has been notified of any alleged error, the Employer nonetheless may use the seniority list, subject, however, to grievance and arbitration over the correctness of its actions.

Section 4. Termination of Seniority. Seniority and other benefits covered by this Agreement, and the employment relationship, will be terminated for the following reasons:

- a) If the employee voluntarily resigns or retires;
- b) If the employee is discharged for cause;
- c) If the employee is absent for any cause from work for more than three (3) working days without notifying his/her Supervisor, unless he has a valid excuse for such failure to give notice;
- d) If the employee fails to return to work after expiration of a leave of absence or vacation leave, unless he has a valid excuse for such failure.
- e) If the employee fails to return to work after recall within ten (10) days after receiving notice or recall, unless he has a valid excuse for such failure.
- f) If the employee has been on displacement layoff from the District for a period of nine (9) months or his/her length of service at the time of layoff, whichever is greater, and has not been recalled to a bargaining unit position.
- g) If the employee violates a restriction of a leave of absence, or gives a false reason for obtaining a leave of absence or works for remuneration while on approved leave of absence unless such work for remuneration is done with the prior written consent of the Employer.
- h) If the employee makes any false representation, whenever discovered, relating to his/her physical condition which bear on his/her physical suitability for employment, or any false representation, whenever discovered, on his/her employment application.

A "valid excuse" for the purpose of item (c) shall consist only of an accident or sickness making it impossible for the employee to have notified his/her Supervisor within the stated period; and for the purposes of items (d) and (e) shall consist only of an accident, sickness or traveling distance making it impossible for the employee to return at the stated time, providing

the employee notifies his/her Supervisor of this reason at the earliest possible time.

Section 5. If a temporary or substitute employee is hired to replace a regular employee for ninety (90) days continuously, he/she will become a regular employee and assume all benefits provided in this agreement. Upon the return of the regular employee, the temporary employee will revert back to substitute or temporary status.

ARTICLE 12

LAYOFF AND RECALL

Section 1. All applications of seniority provided for in this Article shall be strictly limited to the employee's classification, and a member of one classification shall have no seniority rights in any other classification unless there is a posted vacancy in the other classification.

Section 2. Layoff shall include: the displacement of an employee. A layoff may result from lack of work, economic considerations, or other reasons that in the estimation of management require reductions in the work force or in the amount of work to be performed or in the manpower required to perform the work.

The impact and hardship on employees will be among the factors which the Employer will consider in making its decision in these matters, although it is recognized that the ultimate responsibility in making these decisions is the Employer's.

Section 3. The following recall procedure will apply to employees according to classification who have been displaced from work due to a layoff. (With respect to employees who have been reduced in hours, the Employer will on a continuing basis consider the possibility of increasing hours of work.) a) Employees will be recalled in order of seniority, i.e. the most senior employee will be the first to be recalled and so forth. b) Recall will be to the first open position in the bargaining unit, not necessarily to the job which the employee previously held. c) The employee will be called by telephone and notified of his/her recall and the date on which he is to return to work. d) If an employee is not contacted under c) above, the Employer will send a certified letter notifying the employee of his/her recall to work and the date on which he is to resume working. The employee will have a maximum of ten (10) calendar days to return to work. e) It is the employee's responsibility to maintain his/her correct address and telephone number on file with the Employer, and the Employer shall not assume any responsibility in the event notices are not received because the last address or telephone number is incorrect, nor will an incorrect address or telephone number be considered a valid excuse for a failure to

report to work following a recall. f) The Employer reserves the right to temporarily fill any job during the processing of recalls in any manner it sees fit.

Section 4. The Employer will provide at least thirty (30) calendar days advance notice of any layoff, except that where unforeseen circumstances require less notice, the Employer will provide as much notice as circumstances reasonably permit.

The Union will cooperate in meeting and consulting with the Employer if the Employer so requests to review layoff, recalls and related matters prior to their implementation.

ARTICLE 13

VACANCIES AND TRANSFERS

Section 1. If the Employer decides to fill a permanent vacancy in a bargaining unit job, the vacancy will be posted for five (5) working days. Qualifications for the job will be as determined by the Employer. Generally, such qualifications will include any written job description and any other qualifications which are reasonably related to the job, and may include work record and attendance.

Copies of job postings will be supplied to the local president and posted on the bulletin board. Job postings will include the following: classification; location(S); starting date; hours of work; qualifications; pay rate.

Section 2. Job bids must be submitted in writing, to the person indicated on the posting, prior to the end of the last day of the posting.

Section 3. If two or more eligible employees are qualified to perform the job and file timely bids, a junior employee will not be awarded the job in favor of a senior employee unless the junior employee's qualifications are better than those of the senior employee. If a qualified employee has applied for the posting, the vacancy will be filled within twenty (20) business working days after the end of the posting period, subject to the provisions of this Article. If no qualified current employee filed a timely bid, the Employer may fill the position within sixty (60) days at its discretion.

Section 4. The Employer may cancel or postpone a job posting at any time. Upon request, the Union will be given the reason(s) for any such cancellation or postponement.

Section 5. An employee who successfully bids on a job will have a trial period of ten (10) working days, at any time during which the employee may be disqualified by the Employer, or may disqualify him/herself. If the employee disqualifies him/herself, the employee will be ineligible to bid again for six(6) months as provided in Section 3 above. The ineligibility provision, however, shall not apply if the employee is disqualified by the Employer.

Section 6. Recognizing that written job descriptions can be helpful to both employees and the Employer, the Employer shall provide such a description covering the position of each

10
classification. It is understood that the listing of job duties which appear in that job description is not necessarily exhaustive, and that the Employer may change the duties, qualifications, and chain of command of a classification.

3. Overtime. Overtime shall not be worked unless it has been authorized by

ARTICLE 14

HOURS OF WORK AND OVERTIME

A. CUSTODIAL/MAINTENANCE ONLY

Section 1. Nothing in this Agreement shall be construed to guarantee any minimum of work, or a guaranteed work day, week or year.

Section 2. Overtime. Overtime shall not be worked unless it has been authorized by the Employer. Overtime, at the rate of 1-1/2 times the employee's regular wage will be paid for all hours worked in excess of forty (40) in a work week. Paid holidays, paid vacation and all other paid time off will be credited towards such forty (40) hours, provided that the employee works all scheduled hours during the week in question, and provided further that there will be no more than eight (8) hours of such credit per holiday, including time worked if an employee works on a holiday.

Overtime work will be assigned by the Employer.

Section 3. Equalization of Overtime. Overtime shall be equalized among the employees desiring same. A roster of such employees shall be set up by classification.

Section 4. Call In Time. Two (2) hours minimum pay shall be paid when an employee is called in for unscheduled hours if the employee was away from the premises at least two (2) hours. This section does not apply to persons checking buildings, boilers, etc.

Section 5. Opening and Closing. Opening and closing for holidays and special events outside of normal scheduled hours will be paid as follows: One(1) hour for opening, one (1) hour for closing. The rate will be time and one-half (1-1/2).

B. PARA-PROFESSIONALS ONLY

Section 1. The days and hours of work shall be determined by the Employer and announced to the Association and the Employee on or before July 1.

Section 2. No Employee shall be reduced in hours without a notice of sixty (60) days prior to the end of the school year to the reduction in hours except in an emergency.

Section 3. On those days scheduled as Staff Development, the Employer shall determine if the Employee will work at his/her normal duties or participate in the Staff Development. The Employer shall notify the Employee with no less than two (2) days in advance as to which work shall be accomplished.

ARTICLE 15

LEAVES

Section 1. Sick Leave. Sick Leave may be used for the following:

a) Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensated by Worker's Compensation, or resulting from other employment. Such loss may be used for disability resulting from pregnancy to the extent required by law.

b) Any communicable disease which would be hazardous to the health of students or other employees.

c) Physical examinations, medical, dental or other health treatments which cannot be reasonably deferred and which cannot be scheduled outside the employee's normal work time.

d) Illness in the employee's immediate family except that such leave shall not normally exceed five (5) days per illness. The Superintendent, or his designee, at his discretion and for given cause shown, may grant additional days for such purpose.

The term "immediate family" shall mean the employee's spouse, grandparent, parent, siblings, children of the employee, and grandchildren and any other person who is a regular member of the employee's household.

Full year employees shall be credited with twelve (12) sick days at the beginning of each school year. School year employees shall receive one sick day per month worked. Sick leave may accumulate to one hundred twenty (120) days. The amount of unused sick leave shall be certified at least every twelve (12) months. There is no payment for unused sick leave. If an employee does not complete the contract period, the employer shall be reimbursed for any days or fractions of days used in excess of the proportionate leave days earned as of the termination date.

Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by an employee during such periods as the employee is on a leave of absence, laid off or otherwise not regularly providing services to the district.

Section 2. Personal Leave. All regularly employed personnel may be granted up to two (2) personal days a year.

Personal business leave shall only be used for business or personal obligations which cannot be reasonably scheduled at a time which does not conflict with the performance of any employee's duties. It shall not be used for other employment, social, recreational, vocation or other similar purposes.

The employee must notify their supervisor at least two (2) days prior to the expected date of absence.

The administration has the right not to grant more than one (1) application for personal leave for any given calendar date with the exception of inclement weather.

The amount of sick leave/personal leave credited to part time employees shall be prorated. Personal leaves not used shall accumulate as sick leave.

Section 3. Funeral Leave. Employees shall be granted up to five (5) days for death in the immediate family. Funeral leave for other than immediate family may be granted and deducted from sick leave.

Section 4. Jury Duty. Any employee of Martin Public Schools will be allowed absences when called to serve on a jury or when subpoenaed as a witness for a legal proceeding. Upon receipt of payment from the court, employees will be paid the difference between the amount received for jury duty or as a subpoenaed witness and their regular per diem pay.

Section 5. Family Medical Leave. To the extent required under applicable law, according to the Federal Family and Medical Leave Act (the Act), an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the Board may adopt policies to effectuate the Act provided that such policies are consistent with the Act. The Employer in its discretion may extend part of all of its FMLA policies to part-time employees and/or new hires, even though such employees are not eligible under the Act.

Section 6. Unpaid Leave.

a) **Discretionary Leave:** An employee may be granted an unpaid leave of absence for personal reasons, or an extension of such a leave, for any period not to exceed thirty (30) calendar days. The leave shall be requested in writing, shall be submitted to the Superintendent, and the request shall state the reasons for the leave or extension. The granting of such leave or extension shall be within the discretion of the Superintendent. Such leave or extension shall not be granted or used for the purpose of pursuing or engaging in other employment, unless the employee has received prior written authorization from the Superintendent. Requests for personal leaves and for extensions shall be considered based upon the reason for the leave or extension and the effect of the leave or extension on the District's operations.

b) **Military Leave:** An employee who leaves the employment of the District for active service in the Armed Forces of the United States under the provisions of any law of the United States or the State of Michigan, shall, upon application for re-employment, be entitled to whatever reinstatement privileges are established by such laws.

Section 7. Notification of Absence. Since the absence of an employee generally has an adverse impact on the quality of the district's program, imposes increased responsibilities on other employees, and increases cost, it is the responsibility of each employee to avoid unnecessary tardiness or absence. It is the employee's responsibility to notify their supervisor to receive an authorized absence. Notice should be given as soon as possible but no later than two hours prior to your scheduled starting time.

Section 8. Inclement Weather.

a) All employees are expected to report to work each day that school is closed due to inclement weather.

b) If weather is determined to be so bad that all employees are directed by the Employer not to report to work or all are sent home early, all employees will receive pay during that portion of time without the time being charged to either sick or vacation leave.

c) Employees will report to work as usual (unless directed to do otherwise by the Employer) on days when one or more buildings are closed due to equipment or electrical failure.

d) On days when school is cancelled to an Act of God, and the district does not lose any State Aid, the Employee shall receive regular compensation. (On Act of God days that are to be made up due to a lack of State Aid Employees shall not be compensated until the day(s) is/are made up.)

Section 9. Union Leave - A leave of absence of up to three (3) years shall be granted upon application for the purpose of serving as an officer of the Union.

ARTICLE 16

VACATION - CUSTODIANS ONLY

Section 1. Employees who are full-time and full year, and who have completed their first year of service, will be entitled to one (1) week of paid vacation per year. Employees who have completed two (2) years of service will be eligible for two (2) weeks of paid vacation per year, commencing with anniversary date. Employees who have completed ten (10) years of service will be eligible for three (3) weeks of paid vacation per year, commencing with anniversary date. Employees who have completed fifteen (15) years of service will be eligible for four (4) weeks paid vacation per year, commencing with anniversary dates. Vacations will be scheduled and approved by the Employee and immediate supervisor.

Section 2. Pay for vacation will occur by continuation of the employees' regular wages during the vacation period. Pay will be at the employees' current hourly rate.

Section 3. In the event an employee terminates employment for any reason (e.g., retirement, resignation, discharge, death), the employee will be paid for vacation time which the employee was entitled to take as of the date of termination, provided that if any employee voluntarily terminates employment without giving at least two (2) weeks written notice to the Employer, the employee will forfeit such right to receive pay for unused vacation.

Section 4. Although ordinarily an employee may not use vacation which is earned in a year until that year has been completed, an employee who is subject to a displacement layoff will be entitled to received pay for such earned vacation, at the rate of one day of pay for each full five weeks of work. Pay shall be at the employee's current straight time hourly rate.

Section 5. General. There will be payout for any unused accrued leave time to any employee whose employment is terminated regardless of the reason for such termination (e.g., resignation, retirement, discharge, death).

ARTICLE 17

HOLIDAYS

Section 1. The Employer agrees to provide the following paid holidays to all full time and part-time - full year bargaining unit employees, when the holiday falls within the normal work week: New Year's Eve Day, New Year's Day, Christmas Eve Day, Christmas Day, Thanksgiving Day, Friday after Thanksgiving, Memorial Day, July 4th, and Labor Day. School year employees are not eligible for holidays which are observed outside the school year. Part-time employees should be compensated at the hours of their normal work day. When school is open, Good Friday will be a work day. When school is closed, Good Friday will be a paid holiday. Memorial Day, July 4th and Labor Day will be observed on the days designated by Federal legislation, provided that such designation does not conflict with the District's school calendar. If such a conflict does exist, the parties will meet to negotiate the matter.

Section 2. The Employer will pay an employee, as provided below, for the holidays recognized pursuant to Section 1 above, provided that the employee meets all of the following eligibility rules:

He/she is a seniority employee and he/she works the his/her entire last scheduled work day prior to, and the entire next scheduled work day following, the holiday.

An employee eligible for holiday pay shall receive eight (8) hours pay for the holiday, at his/her regular, straight time rate, exclusive of any premium.

If a holiday falls on a Saturday it will be celebrated on Friday. If a holiday falls on Sunday it will be celebrated on Monday. This language is based upon the Federal and State guidelines in regard to holidays. These are holidays as noted in the contract and the language does not apply to holidays that fall during the established school year.

ARTICLE 18

COMPENSATION AND INSURANCE

Section 1. Compensation. The wage schedules are attached as Appendix A.

Section 2. Insurance. The Employer will pay premiums for full time-full year Employees for Health, Dental and Vision insurance. Benefits shall be provided on the terms and conditions set forth on Schedule "B".

A. The Employer's sole obligation is to pay premiums. The Employer is not an insurer or a guarantor of any insured benefit;

B. This insurance benefit is not automatic. The employee must fill out the insurance application. Also, marriage, childbirth, death, or any other change in an employee's family should be brought to the immediate attention of the Business Office for the purpose of keeping insurance coverage current.

C. With respect to employees who quit, resign, are terminated by the Employer, or are laid off, the Employer will pay its share of insurance premiums to provide coverage through the last calendar month in which the employee worked at least one scheduled work day.

Health, Dental and Vision insurance will be provided as outlined in Schedule B.

ARTICLE 19

WORKING CONDITIONS

Section 1. Definitions.

A. Full Year Employees are those who are employed to work on a twelve (12) months basis.

B. Full-Time Employees are those who generally are scheduled to work forty (40) hours per week.

C. Part-Time Employees are those who generally are scheduled to work less than forty (40) hours per week.

D. Substitute Employees are those who are hired to work either (i) during the absence (due to illness, leave, etc.) of a regular employees or (ii) for a temporary period not to exceed thirteen (13) weeks.

E. Summer Employees are those who are hired to work for a period which does not exceed thirteen (13) weeks, and which falls between June 1 and September 15.

F. Student Employees are those who are hired prior to graduation from the District's schools and who generally work as substitute employees, or as occasional part-time employees.

Section 2. Work on Holidays. Work on holidays will be assigned to capable employees on a rotating basis. Employees will be notified of their assignments annually, subject to changes due to revisions in the school calendar or unforeseen events which affect such assignments. An employees may trade an assigned holiday, or work another employee(s) holiday(s), with the prior approval of the Superintendent or his/her designee.

The Employee who is to work on a holiday will be given at least one day's advance notice of the anticipated duties on the holiday. For work performed on a holiday, the employee will be paid 2-1/2 times the employee's regular wage, including holiday pay, with a two(2) hour minimum if the employee is required to perform any work on the holiday.

Nothing in this Section prevents the Employer, in its discretion, from going outside the bargaining unit to get holiday work done. If the Employer cannot get any volunteers, the Employer then has the right to assign the least senior employee in the classification qualified to do the work.

Section 3. Break and Meal Periods. Under normal circumstances full-time employees shall be entitled to two (2) fifteen (15) minute paid breaks, and to a one-half (½) hour unpaid meal break. Under normal circumstances part-time employees shall be entitled to one(1) fifteen (15) minute paid break and one-half (½) hour unpaid lunch for those Employees working five (5) hours or longer.

Section 4. Safety and Health.

A. An employee will not be required to perform unusually hazardous work which: (I) is not an ordinary element of the employee's job, and (ii) poses a serious and immediate threat to the employee's health or safety. An employee who refuses to perform work under this provision does so at his/her risk and will have the burden of proving the actual existence of such threat.

In all other situations, where the danger is not serious and immediate, the rule "work now, grieve later" shall apply.

B. The Employer will provide approved first aid material in work areas.

C. If an employee believes that necessary safety equipment should be available, the matter may be taken up with the Superintendent or his/her designee.

Section 6. The Employer will support and assist employees with respect to preventing students from improperly interfering with the performance of work.

Section 7. Employees will not be required to perform supervisory duties. If an employee believes that this Section is being violated, the rule will be “work now, grieve later”.

ARTICLE 20

GENERAL

Section 1. There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been reduced to writing and signed by both the Employer and the Union.

Section 2. The provisions of this Agreement, including but not limited to wages and benefits, apply only to employees who are included in the bargaining unit. This Agreement does not apply to any other employees, or in any way restrict the Employer's actions with respect to non-bargaining unit employees.

ARTICLE 21

SEPARABILITY AND SAVINGS CLAUSE

If any part of this Agreement should be invalidated by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected. In addition, the parties will promptly meet to negotiate the matter which has been invalidated.

ARTICLE 22

DURATION OF AGREEMENT

Section 1. This Agreement shall continue in effect until 11:59 p.m., June 30, 2002. Negotiations between the parties shall begin at least 60 days prior to the contract expiration date upon the written request of either party. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

Section 2. The Employer agrees to supply copies of this Agreement to the Union and to all bargaining unit employees now or hereafter employed.

THE BOARD OF EDUCATION OF
THE MARTIN PUBIC SCHOOLS

MARTIN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION/MEA-NEA

By _____

By _____

Custodial/Maintenance - Schedule A

<u>Step</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>
1	9.69	9.88	10.08
2	9.88	10.08	10.28
3	10.08	10.28	10.49
4	10.57	10.78	11.00
5	11.05	11.27	11.50
6	11.54	11.77	12.01

Para-professional - Schedule A

<u>Step</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>
1	6.92	7.11	7.30
2	7.11	7.31	7.51
3	7.41	7.61	7.82
4	7.67	7.88	8.09
5	7.94	8.16	8.38
6	8.21	8.44	8.67
7	8.50	8.73	8.97
8	8.80	9.04	9.28
9	9.11	9.36	9.61
10	9.66	9.92	10.19

SCHEDULE B (Custodian - only)

A. For employees needing health insurance:

--SUPER-MED I with MESSA Care Rider

Long Term Disability 60%

Plan I

Date filed with Sup.

90-calendar days modified fill

\$2,500 maximum Social Security Freeze

Alcoholism/Drug Addictioin - 2 years

Delta Dental A-03 (75/50/50: \$1,000)

Negotiated Life - \$10,000 AD & D

Vision - VSP-2

B. For employees not needing health insurance:

Delta Dental A=03 (75/50/50: \$1,000)

Vision - VSP-2

Negotiated Life - \$10,000 AD & D

Long Term Disability - 60% (Same as Plan A)

Employees not participating in A shall receive ninety (90) dollars contributed in an approved IRS Section 125 Plan.

MARTIN PUBLIC SCHOOLS

Grievance Report Form

Name of Grievant _____ Date filed with Supt. _____

Association assigned grievance number # _____ Date cause of grievance occurred _____

Specific statement of grievance with synopsis of facts:

Section of Agreement alleged to have been violated:

Relief sought:

Date: _____ Signature of Grievant _____

Position of Association on this grievance:

Signed _____ Title _____ Date _____

GRIEVANCE REPORT FORM (cont.)

Principal's/Supervisor's answer to grievance:

Signed: _____ **Date:** _____

Superintendent's answer to grievance:

Signed: _____ **Date:** _____

Copy sent to: _____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____