

AGREEMENT

Between the

**MACKINAW CITY PUBLIC SCHOOLS
MACKINAW CITY, MICHIGAN**

And

**MACKINAW CITY PUBLIC SCHOOLS
EDUCATIONAL SUPPORT PERSONEL ASSOCIATION**

September 1, 2005 - August 31, 2008

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ARTICLE 1

RECOGNITION

- A. The Mackinaw City Board of Education, hereinafter, called the "Board", hereby recognizes the Mackinaw City Educational Support Personnel Association, MEA/NEA as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of Michigan of 1965, as amended for all full time and regularly scheduled part-time aides, food services, secretarial, custodial/maintenance, and bus drivers employed by the Mackinaw City Public Schools, but excluding supervisory personnel, superintendent's secretary/bookkeeper, probationary, temporary and substitute employees, supervisors, administrators, teachers and all other employees.
- B. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise specified, hereinafter be referred to as "Bargaining Unit Members" or "Employees".
- C. The Board of Education agrees not to extend these rights to any other labor organization for the duration of this Agreement.

ARTICLE 2

BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Mackinaw City Public School District consistent with community resources, the Board retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law including by way of illustration, the following:
1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 2. The right to hire all employees, determine their qualifications, evaluate their performance, to discharge, demote or otherwise discipline employees and to assign and transfer employees.
 3. The right to determine the size of the work force, positions of employment and job descriptions and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment.
 4. The right to establish, continue or revise personnel policies and/or rules and regulations regarding the conduct of employees in the work place and the manner and method of performing work.
 5. The right to establish, modify, change or cancel and work, business or school schedules, hours or days.
 6. The right to determine the number and 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. The right to determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provisions of this agreement.
- C. Copies of this Master Agreement shall be printed at the expense of the Board and furnished to all bargaining unit members.

ARTICLE 3

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association shall have the right to use school facilities outside regular school hours consistent with Board policy regarding public use of these facilities.
- B. The Association may post notices of its activities and matters of Association concern on staff bulletin boards and departmental bulletin boards.
- C. Elected representatives of the Association shall be permitted to transact official Association business on school property during non-duty hours, provided this shall not interfere with or interrupt normal school operations.
- D. The Association may use school inter-district mail service for communication to others.
- E. No bargaining unit member shall be disciplined without just cause.
- F. A bargaining unit member shall have prior notification of any meeting when disciplinary action beyond verbal reprimand can be reasonably expected.
- G. A bargaining unit member shall be entitled, at the request of the bargaining unit member, to have present a representative of the Association during any meeting with administration where disciplinary action can reasonably be expected. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. However, under no circumstances will the administration be required to postpone the meeting for more than twenty-four (24) hours. Further, if the administration concludes that the situation requires immediate action, the administration may send the employee from the building on a short-term suspension with pay until a meeting can be arranged wherein a representative of the Association can be present (provided the representative must be present within twenty-four (24) hours).
- H. The member shall be entitled to the full rights of citizenship and no lawful Association, religious, or political activities of any member or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such member.
- I. Members will have the right to review the contents of their records and files and to have a representative of the Association accompany them to such review. Reviews will be conducted at times convenient to the administration.
- J. No material, originating after initial employment will be placed in his/her personnel file unless the member has had opportunity to review the material.
- K. No complaint against a bargaining unit member will be included in the bargaining unit member's personnel file or used in any disciplinary action unless and until the

bargaining unit member has been informed in writing of the complaint, and the identity of the "complainant" is made known to the bargaining unit member. "Complainant", shall be defined as a person who will be regarded by the administration or board as the primary source for the allegation(s) against the bargaining unit member.

- L. The member may submit a written notation within ten (10) working days of knowledge regarding any material including complaints and the same shall be attached to the file copy of the material in question.
- M. When a member is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material.

ARTICLE 4

DEFINITIONS

- A. School year employee: A bargaining unit member employed to work at least one hundred eighty (180) days and whose employment follows the school calendar.
- B. Twelve month employee: A bargaining unit member who is employed to work on a twelve (12) month basis.
- C. Work year:
- Aides: The work year shall be at least the school year calendar for students. Additional time that is required by the supervisor shall be compensated according to their regular rate.
- Food Service: The work year shall be the school year calendar for students minus the partial days that lunch is not served. Additional time that is requested by the supervisor shall be compensated according to their regular rate.
- Bus Drivers: The work year shall be at least the school year calendar for students. Additional time that is requested by the supervisor shall be compensated according to their regular or special trip rate.
- Twelve Month Custodians: The work year shall be the full year (52 weeks) with break periods, holidays, and vacations as set forth in this Agreement.
- Secretary/Payroll Clerk: The work year shall be the full year (52 weeks) with break periods, holidays and vacations as set forth in this Agreement.
- D. Seniority - Seniority shall be defined as the length of continuous, uninterrupted service within each classification of the bargaining unit in the district. Employees moving from one classification to another shall retain seniority accrued in any other classification but may not transfer said classification seniority into the new classification assignment. Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- E. Probation - Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be ninety (90) work days from date of hire.
- F. Classifications - For purposes of this Agreement, all bargaining unit members shall be placed in the following classification(s) based on their current assignments:

1. Bus Driver
2. Custodial/Maintenance
3. Aide
4. Secretarial/Payroll Clerk

ARTICLE 5

WORKING CONDITIONS

- A. School Closing: Twelve (12) month bargaining unit employees are expected to work on each workday that schools are closed due to inclement weather or other emergency conditions which requires the closing of a building, unless notified otherwise by his/her supervisor. The reporting time may vary based on the conditions and will be worked out between the employee and his/her supervisor.

School year employees shall not work on any day schools are closed due to inclement weather or other emergency conditions. These employees will be paid for these days. School year employees will work make-up days without additional pay. If any emergency is determined in a building and all employees in that building are directed by the Employer to be sent home early or report late, those bargaining unit members will receive pay for regularly scheduled hours.

- B. Work Areas, Supplies and Equipment: Employees work areas are to be kept clean and safe according to established federal, state and local standards. Employees will be given proper safety equipment and instructions in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate, as determined by the District, supplies and equipment that are in good repair to perform their assigned duties.
- C. Student Discipline: All school employees have responsibilities in creating a safe and orderly environment. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work areas. The Employer shall take reasonable steps in accordance with Board Policies and Administrative Regulations to assist the bargaining unit member in carrying out their responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. The use of any physical force with a student is permitted only under the conditions set forth in Board Policy, related Administrative Regulations, and state law.
- D. Bargaining unit members shall not be required to work under unsafe or hazardous conditions (i.e. examining for head lice or working where students or staff have been infected with head lice does not create an unsafe or hazardous condition) or to perform tasks which endanger their health, safety or well-being. With the exception of custodians whose job regularly requires outdoor work, no bargaining unit member shall be required to work out-of-doors when the wind-chill factor reaches 10 degrees Fahrenheit or lower.
- E. Bargaining unit members shall be reimbursed for the cost of licenses or the renewal of licenses required for the bargaining unit member to perform his/her job or position.

- F. The Employer shall reimburse the employee for the cost of a physical examination if such is required by the District or State.
- G. When the district requires a bargaining unit member to attend classes or conferences, the district shall compensate said bargaining unit member as follows:
1. The district shall reimburse the bargaining unit member for all meal costs up to a maximum of five (\$5) dollars for breakfast or lunch, and seven (\$7) dollars for dinner. A receipt is required.
 2. The district shall reimburse the bargaining unit member for the cost of a motel/hotel room. The overnight stay and the cost of the room must be approved in advance by the superintendent or his/her designee. A receipt is required.
 3. The district shall pay mileage.
 4. The bargaining unit member shall receive a full days pay at his/her regular rate for any work days which are required to be missed due to attending said class or conference, or shall receive a proration of the bargaining unit member's regular days pay for any portion of a work day that the bargaining unit member is required to miss due to attending the class or conference.
 5. For classes required beyond the regular work day, employees shall receive their regular rate of pay for hours in attendance plus 1, 2 and 3 above.
- H. When, and if, the State of Michigan or the United States Government requires a bargaining unit member to attend classes or conferences, and the State of Michigan or the United States Government requires the school district to compensate the bargaining unit member for attending said classes or conferences, the school district will compensate or reimburse the bargaining unit member as required by the state or federal law. If the state or federal law requires the district to compensate the bargaining unit member for attending a class or conference but is silent as to how the compensation is to be determined, the district will compensate the bargaining unit member as set forth in Article 5, subparagraph G, 1 through 4. However, if the state or federal law provides for state or federal reimbursement to the school district, the school district will compensate the bargaining unit member to the extent of the state or federal reimbursement (whether the reimbursement is greater or less than the compensation set forth in Article 5, subparagraph G, 1 through 4), unless the state or federal law requires the district to reimburse the bargaining unit member to a greater extent than the state or federal reimbursement.

ARTICLE 6

GRIEVANCE PROCEDURE

- A. A claim or complaint by a bargaining unit member that there has been a violation of this Agreement may be processed as a grievance.
- B. Hearing Levels
1. Informal Level: When a cause for complaint occurs, the affected bargaining unit member(s) shall within ten (10) days of such alleged occurrence, request a meeting, in writing, with his/her immediate supervisor in an effort to resolve the complaint. The member may have Association representation at such meeting. If the member is not satisfied with the disposition of the complaint, he/she may formalize the complaint, in writing, as provided herein.
 2. Formal Level 1: If a complaint is not resolved at the informal level, the complaint may be formalized as a written grievance by the unit member. Such written grievance must be submitted within five (5) days. The grievance shall state the alleged cause for the grievance, the article and section of this Agreement which have allegedly been violated, the solution sought, and the signature of the member filing the grievance. Such grievance shall be submitted to the immediate supervisor. The immediate supervisor shall have five (5) days to respond in writing, with copies to the association and the grievant. If the immediate supervisor is the Superintendent, Level 1 is bypassed.
 3. Formal Level 2: If the grievant is not satisfied with the disposition at Level 1, or no disposition has been made within five (5) days of filing the grievance, the grievance may be transmitted to the Superintendent. Such filing must be within five (5) days of the disposition, or five (5) days of the failure to respond. The Superintendent shall have five (5) days to meet with the grievant. Within five (5) days after the conclusion of this meeting, the Superintendent shall render his/her written decision. Copies to be given to the Association and the grievant.
 4. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, the grievant may submit the grievance to the Board of Education. Within thirty (30) calendar days of such submission, the Board of Education, or its designee, shall hold a hearing on the grievance. The Board, or its designee, shall indicate in writing the disposition within ten (10) work days of such hearing. The decision of the Board, or its designee, shall be the final step in the grievance process.

- C. Failure to advance a grievance to the next step by an employee within the time limits (5 days) shall deem it abandoned.

NOTE: All "days" shall mean work days throughout this document unless specifically stated otherwise.

ARTICLE 7

BARGAINING UNIT MEMBER EVALUATIONS

- A. Employee evaluation is an integral component of school improvement. Administrators and supervisors are charged with providing employees who are being evaluated with:
1. Specific criteria on which the employee will be evaluated. This will primarily be their job description.
 2. Support and assistance.
 3. Frank perceptions of performance.
 4. Realistic expectations for improvement and growth.
- B. The evaluator(s) will collect and review performance related information from relevant documented sources. These sources may include formal and informal observation of employee's work, periodic inspections of the work area, feedback from personnel affected by the employee's work, employee self-evaluations and other sources that will lead to continued improvement in performance of all employees.
- C. Formal 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 involved.
- If a supervisor believes a bargaining unit member is doing unsatisfactory work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- D. Following each formal evaluation, which shall include a conference with the evaluator; the bargaining unit member shall sign and be given a copy of the evaluation report. The employee's signature on the evaluation does not imply agreement with the contents of the report.
- E. 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, and if the employee agrees, a copy sent to the Association.
- F. Written evaluations will use the current form attached in Appendix A. If the form is modified, all affected employees will receive copies before the form is used in evaluation.

G. Each employee's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this bargaining unit member is _____ satisfactory, _____ unsatisfactory (check one)."

ARTICLE 8

VACANCIES AND ASSIGNMENTS

- A. Vacancy Defined - A vacancy shall be defined as a newly-created position or a present position that is not filled.
- B. Vacancy Posting - All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays. Said posting shall contain the following information:
1. Type of work;
 2. Location of work;
 3. Desired starting date;
 4. Hours to be worked;
 5. Classification;
 6. Minimum requirements as reflected in the job description.
- C. Vacancy Notification - Interested parties may apply in writing to the superintendent, or designee, within the posting period. Bargaining unit members who wish to be considered for any openings that may occur during the summer should submit a letter of interest before the last day of school. The posting will also be placed in the pay envelopes of those receiving paychecks through the summer.
- D. Award of Vacancy - In filling vacancies, preference will be given to applicants within the same classification, including those on layoff in that classification, based on the applicant's ability to meet the certification and qualifications of the position, and seniority.
- E. Selection - After completion of the selection process, the Employer shall make known its decision as to which applicant has been selected to fill the posted position. Each bargaining unit member who applied shall be so notified in writing with a copy provided to the Union.
- F. Multiple Assignments - Bargaining unit members may work in more than one classification. Their placement on the wage schedule will be based on their qualifications and experiences in each classification. Thus, their pay rates may vary in each classification.
- G. Trial Period - In the event of a promotion or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) calendar day trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to meet the Employer's standards of the new job. If the bargaining unit member is unable to demonstrate ability to satisfactorily 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. Successful completion of this trial period shall be credited toward the one hundred eighty (180) work day Probationary Period.

- H. Subcontracting - The Board agrees that generally supervisors or non-unit personnel will not be used to displace bargaining unit members regularly employed by the district. The Board reserves the right to subcontract. When the Board is considering subcontracting, it will notify the Association to that possibility prior to implementation.

ARTICLE 9

REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. If the Employer determines it necessary to reduce the work force, the Association shall be informed in writing at least two weeks prior to the anticipated reduction in work force and the reason(s) for such reduction.
- B. The Employer will notify employees in writing a minimum of two weeks prior to any layoff. A copy of the notice to the employee will be sent to the Association.
- C. In the event of a reduction in work force, such reduction shall take place by classification and seniority. Probationary employees will be laid off first.
- D. Substitute Priority - A laid-off bargaining unit member shall, upon application, be granted priority status on the substitute list.
- E. When the work force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee within the classification on layoff being recalled first. 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 of his/her current mailing address.
- F. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the employee at the last address the employee has left with the Employer. If an employee fails to report for work within ten (10) calendar days of mailing, he/she shall be considered a quit. The ten (10) day period may be waived by mutual agreement between the Association and the Superintendent.
- G. Any layoff under this article shall suspend for the duration of the layoff the employer obligation pay salary or fringe benefits under this Agreement. The employee will be notified of options in regard to paying for benefits lost during layoff.
- H. Bargaining unit members on layoff shall not accrue seniority, vacation days or other leave days.

ARTICLE 10

LEAVES OF ABSENCE WITH PAY

- A. Employees will be given ten (10) days of sick leave at the beginning of each school year. The unused portion of sick leave may accumulate from year to year to a maximum of one hundred (100) days. A member may use all or a portion of this leave to recover from his/her own illness/injury. Each member may check with the Superintendent's office at the beginning of the school year concerning the number of sick days accumulated to date. In case of emergency, additional sick days may be granted at the discretion of the Board or its designee. All efforts must be made to schedule doctor's appointments at times other than working hours.
- B. Bargaining unit members may take a maximum of five (5) bereavement days per school year per death in the immediate family, not chargeable against the sick leave balance. Immediate family shall be the member's parents, spouse, children, siblings, step-parents, grandparents, mother/father-in-law, sister/brother-in-law and similar step relatives. Any days needed for bereavement which are not part of the aforementioned family will be deductible from sick leave and are to be considered on a case by case basis by the Superintendent or his/her designee.
- C. A bargaining unit member may use a maximum of five (5) sick days per school year to attend to the illness/injury of a member of the immediate family. In the case of an emergency, additional sick days may be granted at the discretion of the Board, or its designee.
- D. A member required to perform jury duty or appear as a witness under subpoena in a court of law shall remit the court-paid fee, less court-paid expenses directly to the administration.
- E. Personal Days - Beginning upon date of ratification, up to three (3) days per work year may be granted by the Superintendent for an Approved Personal Day for an employee to conduct business, which cannot be conducted outside regular work hours. One unused personal day may be carried over to the next year for a maximum of four (4) days. The use of Personal Days shall be subject to the following conditions:
1. Notification for the requested absence must be made to the Superintendent, or his/her designee, at least twenty-four (24) hours prior to the day requested. The Superintendent's decision on the request shall be final.
 2. Personal Days shall not be used for personal gain or recreational purposes (hunting, camping, shopping, etc.) except at the Superintendent's discretion.
 3. Personal Days may not be taken the day before or day after a holiday or vacation period. A personal day may not be taken the first day of the

school year or the last day of the school year. Use of more than two consecutive days requires Superintendents approval.

4. Exceptions to the above provisions may be granted on a case-by-case basis by the Superintendent whose decision shall be final.
5. Improper use of personal days by an employee will result in the loss of wages and benefits for that day(s) as well as loss of personal days for a three (3) year period following such misuse.

ARTICLE 11

LEAVES WITHOUT PAY

- A. A leave of absence may be granted by the administration. Any leave of absence under this provision shall be taken without pay or accrual of contractual benefits (e.g. sick leave). Leaves may be granted for the following reasons:
1. Full-time academic or vocational study related to the employee's work area.
 2. Other full-time educational participation involving demonstrable advantage to the district.
 3. Campaigning for a full-time political office.
 4. Recovery from an illness/injury which exceeds the accumulated sick days allowance, upon presentation of medical evidence demonstrating the nature of the illness/injury.
 5. Other reasons (e.g. maternity, child care, adoption, family trips) as approved in conformity with the provisions of this Agreement, at the discretion of the Administration and availability of replacements.
 6. Leaves for medical reasons.
- B. Members required to perform military service will be granted leave of absence under provisions of applicable federal law.
- C. A leave of absence must be requested in writing to the Superintendent not less than forty-five (45) days prior to the desired starting date of the leave. The actual starting date and date of return from leave will be decided by mutual agreement of the member and the Superintendent. Exceptions to this provision may be granted at the discretion of the Board.
- D. An extension of the leave, not to exceed one (1) year, may be granted at the discretion of the Board, provided that the member places a request for extension in writing not later than forty-five (45) days prior to the return date established under Paragraph C supra. Exceptions to this provision may be granted at the discretion of the Board.
- E. Upon return from a leave of absence, a member shall be assigned to his/her former position, if available, or a substantially similar position.
- F. A member may use accumulated sick days up to the starting date of the leave, provided he/she performs all contractual duties and responsibilities.
- G. Members on unpaid leave of absence who desire to maintain their medical insurance may, subject to the provisions of the carrier, make provision for payment of the premium. The Board has no obligation to pay any insurance premium for a member on unpaid leave of absence.

ARTICLE 12

VACATIONS / HOLIDAYS

- A. Vacation - Twelve month bargaining unit members shall receive paid vacation time according to the following schedule:

1 year	5 days
2-5 years	10 days
6-10 years	15 days
11+ years	20 days

Vacation days must be used between June 15th and August 15th, unless alternate dates are mutually agreed to by the Employee and Employer. Scheduling of vacation dates must be made with the employee's supervisor so as to minimize the impact of the absence. Should more than one employee request the same date(s), the affected bargaining unit member having the greatest seniority shall be granted his/her preferred vacation date(s). Vacation dates must be used by June 30 except that five (5) days may be carried over to the next year.

- B. There are no paid holidays.
- C. If it is necessary for the bargaining unit member to work on a holiday, approved or ordered by their supervisor or superintendent, the employee may choose overtime compensation or equivalent comp time.

ARTICLE 13

COMPENSATION

- A. Increase in wages within classification will occur on the anniversary date of employment, which is the first day the employee works in a regular capacity in that classification.
- B. Overtime Pay - Time and a half or comp time will be paid/given for any work in excess of forty (40) hours in any given week. Overtime must have the prior approval of the supervisor and the superintendent, except in emergencies.
- C. Substitutes - During the school year, the Employer shall generally provide substitutes, if available, as required by the absence of a regular bargaining unit member. Part-time bargaining unit members who apply for sub work shall be given priority for such work, provided such assignment would not result in overtime pay.
- D. Substitute Rate - A regular bargaining unit member assigned to perform the work of an absent bargaining unit member:
1. in the same classification will be paid his/her regular rate for duties; or
 2. in a different classification will be paid the substitute rate.
- E. Meal / Lodging Reimbursement for Extra Trips -
1. The district shall reimburse the driver for all meal costs up to a maximum of five (\$5) dollars for breakfast or lunch, and seven (\$7) dollars for dinner. A receipt is required.
 2. The district shall reimburse the driver for the cost for a motel/hotel room. The overnight stay and cost of the room must be approved in advance by the Superintendent, or his/her designee. A receipt is required.
 3. A flat rate of \$100.00 will be paid to a driver for an overnight trip.
 4. Extra trips shall be paid at the rate of \$60.00 per trip.
 5. Sub drivers shall be paid \$20.00 per trip.
 6. Employees who work away sporting events will be paid the game worker rate for keeping score.
- F. Salary - 2% each year on steps.
- G. Longevity will be paid on the following schedule:
- | | | |
|-------------|---------------|--------|
| School year | 10 - 14 years | \$.50 |
| | 15+ years | \$.75 |

Transportation	10 - 14 years	\$250 per year
	15+ years	\$500 per year
Year Round	10 - 14 years	\$1167
	15+ years	\$3986

H. Upon retirement, employees with fifteen years of service or more shall receive severance pay for all unused sick days on the following schedule:

School year	\$15 per day
Year round	\$30 per day

ARTICLE 14

AGENCY SHOP

- A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union, or (2) pay a Service Fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477:MSA 17.277(7) and at the request of the Association, deduct the service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paycheck of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deductions.
- B. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or service fee, the Board agrees to promptly remit to the Association those sums collected, accompanied by a list of employees from whom deductions have been made.
- C. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1998), the Association has established a "Policy Regarding Objections to Political-Ideological expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- D. The Association agrees to defend, indemnify and hold harmless the Mackinaw City Public Schools, its Board of Education, individual School Board Members, past and present, Administrative Employees, and Agents against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including but not limited to back pay demands and all courts or administrative costs that may arise out of or by reason of any action taken by the Board or its Employees or Agents for the purpose of complying with the terms of this Article. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to payout any moneys arising out of any claims or demand that are brought or made due to this

Article. It is expressly understood that the Association has the right to select counsel, if necessary, for any defense necessary under this Article and shall have the sole discretion regarding the settlement of any claims to which the Association may be responsible. The Association agrees that it will take no action claiming or supporting the claim that its Agreement in this section pertaining to defense, indemnification, and holding harmless are void or unenforceable. Further, in the event that it is ever determined that the Association Agreement to indemnify and/or hold harmless is void or unenforceable, that shall not affect the Association's duty to defend and assume all costs and expenses regarding said defense.

- E. Upon written authorization from the employee, the employer shall deduct from the wages or salary of the employee and make appropriate remittance for voluntary contributions to annuities, credit union, savings bonds, donations or any other plans or programs jointly approved by the Association and the employer.

ARTICLE 15

INSURANCE

- A. All employees who work five (5) hours or more per day shall be eligible for the MESSA PAK. Full - year employees shall receive the PAK fully paid by the Board for twelve (12) months a year. School year employees shall receive nine (9) months, (September - May) of the PAK fully paid by the Board. School year employees will pay the premium for June, July, and August at the beginning of each of those months.

Plan A:

Health: Choices 2 (\$5/10 RX reimbursed by the Board)

LTD: 66 2/3% of Max Eligible Salary
Maximum Monthly Benefit \$1,500.00
Maximum Eligible Monthly Salary \$2,250.00
90 Calendar Days Modified Fill Elimination Period
COLA
Mental/Nervous Same as Illness
Alcohol/Drug Same as Illness
5% Minimum Payout
Pre-existing Limits Apply
Family Social Security Offset
No Survivor Income
Freeze on Offsets
No Educational Supplement
2 Year Own Occupation

Life: \$25,000

AD&D: \$25,000

Vision: VSP 2 Silver

Dental 70/70/70: \$1,000 Annual Max
No Orthodontics: 0.00 Lifetime Max
Two cleanings per year

Plan B:

LTD: Same as above

Life: Same as above

Vision: Same as above

Dental: Same as above

- B. Part time employees (those working less than five (5) hours a day) shall receive MESSA Choices 2 single subscriber along with Set/Seg Dental and Vision plans fully paid by the Board for 12 months each year.

ARTICLE 16

JOB DESCRIPTION AND CLASSIFICATION

A. For each classification, job descriptions will be developed within sixty (60) days after ratification of this Agreement. Said descriptions shall be developed by the Employer. The descriptions shall be distributed to all current bargaining unit members and all new bargaining unit members when hired by the District. The description will include at a minimum:

1. Job Title and Description
2. Minimum Requirements
3. A specific statement of required tasks and responsibilities.

Any evaluation of bargaining unit members work performance shall be based upon said job descriptions.

ARTICLE 17

DURATION OF AGREEMENT

- A. This agreement shall be effective September 1, 2005 and shall remain in full force and effect until August 31, 2008.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

**MACKINAW CITY EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION,
MEA/NEA**

**MACKINAW CITY PUBLIC SCHOOLS
BOARD OF EDUCATION**

By _____
Terry J. Cox
Uniserv Director

By _____
Nick Jaggi
Board President

By _____
Daniel Wilcox
Bargaining Committee

By _____
Greg Teysen
Board Negotiator

By _____
Barbara Graver
Bargaining Committee

By _____
Marilyn McFarland
Board Negotiator

By _____
Susan Krueger
Bargaining Committee

By _____
Jeffrey Curth
Superintendent

By _____
Cathy Brey
Bargaining Committee

Dated this day of December, 2006.

ARTICLE 17

DURATION OF AGREEMENT

- A. This agreement shall be effective September 1, 2005 and shall remain in full force and effect until August 31, 2008.
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**MACKINAW CITY EDUCATIONAL
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By Terry J. Cox
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Daniel Wilcox
Bargaining Committee

By Greg Teyson
Greg Teyson
Board Negotiator

By Barbara Graver
Barbara Graver
Bargaining Committee

By Marilyn McFarland
Marilyn McFarland
Board Negotiator

By Susan Krueger
Susan Krueger
Bargaining Committee

By Jeffrey Curth
Jeffrey Curth
Superintendent

By Cathy Brey
Cathy Brey
Bargaining Committee

Dated this 17th day of January, 2006.

APPENDIX A

Paraprofessionals

Level	04-05	05-06	06-07	07-08
1	\$7.71	\$8.55	\$8.72	\$8.89
2	7.94	8.81	8.99	9.17
3	8.13	9.02	9.20	9.38
4	8.42	9.33	9.52	9.71
5	8.68	9.63	9.82	10.02

Longevity: (10-14 yrs.) \$.50/hour
 (15+ yrs.) \$.75/hour

Transportation

	04-05	05-06	06-07	07-08
Run A	\$11,538	\$11,769	\$12,004	\$12,244
Run B	3,694	3,768	3,843	3,920

Longevity: (10-14 yrs.) \$250/yr.
 (15+ yrs.) \$500/yr.

Secretary

	04-05	05-06	06-07	07-08
	\$23,767	\$24,242	\$24,727	\$25,222

Starting in 2006, the following annual stipends shall be paid:

Payroll/Federal Reporting	\$3000
Internal Accounting	\$2000
Report Cards	\$500

Longevity: (10-14 yrs.) \$1167/yr
 (15+ yrs.) \$3986/yr

Custodians

	04-05	05-06	06-07	07-08
	\$31,090	\$31,712	\$32,346	\$32,993

Longevity: (10-14 yrs.) \$1167
 (15+ yrs) \$3986