

Master Agreement

**The Board of Education of
Stockbridge Community School
District**

and

**The Stockbridge Michigan
Educational Support Personnel
Association**

2008 – 2011

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ARTICLE 1
Recognition

- A. The Stockbridge Community Schools, hereinafter "Employer" or "District" hereby recognizes Stockbridge Michigan Educational Support Personnel Association (MESPA), an affiliate of the Michigan Education Association/NEA hereinafter the Association, as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), for all Aides/Paraprofessional; Transportation employees; Secretarial and Clerical personnel including all high school, middle school, elementary, special education, transportation, counseling and attendance and Community Education secretaries, internal accounting secretaries, adult education secretary, and attendance clerks; and Food Service personnel including head cook, cooks, cook assistants, satellite driver and satellite server; whether full-time or part-time, probationary or non-probationary, on leave or actively employed by the Employer performing any work currently being performed by bargaining unit members or any similar work but excluding all supervisors, confidential secretary, accounts payable person, payroll person, business manager, secretarial summer temporary positions and substitutes.
- B. Unless otherwise indicated, use of the term "Employee"/"Bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Unless otherwise indicated, use of terms "Employer" or "District" shall refer to the Stockbridge Community Schools and its administrative employees.
- C. As is recognized by the past practice of the parties, many of the functions required of the Board/Employer under this Agreement may be performed by administrative employees.

ARTICLE 2
Purpose

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Bargaining Unit Members, and the Association. The Employer and the Association further recognize the mutual benefits of just and

expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

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

ARTICLE 3
Extent of Agreement

- A. This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

ARTICLE 4
Association Rights

- A. The Association and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings as long as it does not interfere with the orderly conduct of the School District's business.
- B. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations.

- C. The Association, shall have the right to use and/or have access to Employer facilities and office equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association agrees to comply with the District's Acceptable Use Policy. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned.
- E. The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits; names, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto and educational background; all budgetary information and allocations; agendas, minutes, and reports of or to all Employer Board meetings; census and membership data; and any other such information required by law. Where an information request requires a search and accumulation of information, the employer reserves the right to demand bargaining regarding payment of costs associated with the search, accumulation, and duplication.
- F. Unless otherwise required by law, the rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- G. Leadership Layoff Protection

For the purpose of lay off and recall, non-probationary bargaining unit members, who holds the positions of bargaining unit executive board member or union representative with the Association, shall be placed at the top of the seniority list if the Association certifies in writing that each individual so placed performs steward or other on-the-job contract administration functions. The Association shall furnish the Board with the names of the persons holding the positions listed above in the aforementioned written certification within ten (10) days of the ratification of this Agreement and thereafter by August 1 of each year, or else this provision shall have no force and effect for that year. The provision shall apply for such persons for the period from August 1 until July 31 of each year. The association shall indemnify and hold the Stockbridge Community Schools, its Board of Education, individual Board of Education members and its administrative employees harmless from any liability that may result from implementation of this provision.

ARTICLE 5
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 Stockbridge Community Schools 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, and not by way of limitation, 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 and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
 3. The right to continue past practices of allowing non-bargaining unit members, including volunteers, to perform bargaining unit work of Aides/Paraprofessional employees and Transportation employees, including but not limited to, transportation of students in school district and non-school district vehicles.
- 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 provision of this Agreement.
- C. Nothing contained in this Agreement shall be construed to limit, directly or indirectly, the Board's management rights under the Public Employment Relations Act (PERA).

ARTICLE 6
Bargaining Unit Member Rights and Protection

- A. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body, exercising governmental power under color of law

of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.

- B. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer, unless it adversely affects the employee's job performance to effectively perform his/her duties and responsibilities.
- D. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, or physical disability, or place of residence.
- E. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes written warnings, reprimands, suspensions with or without pay, reductions in rank, compensation, or occupational advantage and discharge. This Section shall not apply to the discharge or failure to employ a probationary employee or non disciplinary staff reduction.

The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.

- F. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. 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 (in no case longer than 48 hours). Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

- G. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment, with the exception of records which are exempt from law, and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit member's file shall be limited to School District designated agents who need access for legitimate business reasons or qualified supervisory personnel, except that a non-bargaining unit member Association representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings. Further, examination of a bargaining unit member's file shall be permitted where required by law.
- H. No material of a disciplinary nature, including but not limited to, student, parental or school complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. If complaints against the bargaining unit member are to be placed in their file or used for disciplinary purposes, they shall be put in writing with names of the complainants. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, materials which the bargaining unit member believes is inappropriate or in error, and the same shall be attached to the file copy of the material in question. When such material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall be required to review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All disciplinary recommendations by Central Office staff, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.
- I. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible, to prevent injury.
- J. All employees shall be treated fairly and equitably.

- K. The non-renewal of probationary bargaining unit members shall not be capricious or arbitrary.

ARTICLE 7
Professional Grievance Negotiations Procedures

- A. A claim by a bargaining unit member that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.
- B. The number of days indicated at each step of the Grievance Procedure should be considered as maximum, and every effort should be made to expedite the grievance process. Any time may be extended by mutual written consent.
- C. The failure of an aggrieved person to file a grievance or proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- D. The failure of an Administrator to communicate his decision to the bargaining unit member within the specified time limits shall permit the bargaining unit member and/or Association to proceed to the next step in the Grievance Procedure.
- E. In the handling and processing of a grievance, the following procedure shall apply:

Level One

A bargaining unit member believing himself/herself wronged by an alleged violation of the express provisions of this contract shall within fifteen (15) days of its alleged occurrence orally discuss the grievance with the immediate supervisor in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the bargaining unit member shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two. Written grievances as required herein shall contain the following:

- 1. It shall be signed by the grievant(s) or a representative of the Association;
- 2. It shall be specific;
- 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
- 4. It shall cite the section or subsection of this contract alleged to have been violated;

5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Level Two

A copy of the written grievance shall be filed with the Superintendent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent shall arrange a meeting with the grievant(s) and/or an Association representative at the option of the grievant(s) to discuss the grievance. Within five (5) days of the discussion, the Superintendent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association representative, the building principal in which the grievance arose, and place a copy of the same in a permanent file in his/her office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three

Upon proper application as specified in Level Two, the Board shall allow the bargaining unit member or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. This scheduling is to be within one month of submission of grievance to the Board. Within one month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall determination of the grievance be made by the Board more than one month after the initial hearing.

Such hearing(s) by the Board shall be private on the written request of the grievant where permitted by law.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the Association President.

Level Four

Grievances not represented by the Association may not be submitted to arbitration.

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the Board or Association within fifteen (15) days after the date of the decision under Step Three. Following the written notice of request for submission to binding arbitration the Association and a representative of the Board shall attempt to select an arbitrator.

If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days after the date of the request for submission to arbitration, The Association may appeal to arbitration by filing a demand for arbitration with the American Arbitration Association. The demand for arbitration must be filed within fifteen (15) days after the date either the Association or the Board advises the other in writing that there is no agreement upon the selection of an arbitrator. The arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall, likewise, govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other.

Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered except as his/her 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.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
3. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
4. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

5.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay;
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case unless previously agreed to by the parties.
 6. Where no compensation and/or fringe benefit loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. However, he/she shall have the power to order payment for lost interest, where appropriate.
 7. No more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent, or unless the arbitrator or American Arbitration Association determine that because the grievances concern common questions of fact or law such that the grievances should be consolidated for economical reasons.
 8. The arbitrator shall have no power to consider a grievance concerning a matter which also is pending or has been litigated in a state or federal administrative agency.
 9. The arbitrator shall have no power to consider alleged violations of Article 6, Section K.
- F. If the Board and/or its representative believe there has been a violation of a specific article or section of the Agreement, it may file a grievance against the Association. Such grievance shall be in writing and shall set forth the issue involved. The Association President or Grievance Chair will meet with the Superintendent within ten (10) days of receipt of such grievance. A written answer shall be given within five (5) days after such meeting.
- If the grievance remains unresolved, it may be submitted for binding arbitration by the Board.
- G. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- H. Miscellaneous:
1. A grievance may be withdrawn at any step without prejudice.

2. The Association shall have the right to initiate a grievance involving the right of a bargaining unit member(s).
3. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
4. All preparation, filing, presentation or consideration of grievances up to the level of arbitration shall be held at times other than when a bargaining unit member(s) or a participating association representative are to be at their assigned duty stations.
5. All time limits in the grievance procedure shall refer to working days. The term "working days" shall be defined to include days during the summer break period when the Board's administrative offices are open for business.
6. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
7. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
8. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
9. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the Association representative.
10. Nothing contained herein shall be construed as limiting the right of any bargaining unit member having a grievance to discussing and having it resolved informally with the Employer; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.

ARTICLE 8
Continuity of Operations

- A. 1. When an Act of God or an Employer directive forces the closing of a School or other facility of the Employer, the bargaining unit members who work in that facility shall be excused from reporting to duty without loss of pay. Bargaining unit members will receive pay for all days of employment as scheduled.
2. If the employer reschedules any such days pursuant to the master agreement covering teachers, or if the employer is required by law and/or to receive full state aid, to reschedule any such days bargaining unit members shall work such rescheduled days, if needed, without pay. However, if the rescheduled day involves more work hours than the day that was canceled, the bargaining unit member will be paid for the hours worked that exceed the hours that were canceled.
3. When school is closed for any reason, after the start of the school day, secretaries and aides/paraprofessionals may at the discretion of the Employer be excused within one (1) hour of when the students leave. Otherwise, secretaries, aides/paraprofessionals and all other bargaining unit members shall be excused after necessary work is completed. Employees so excused shall suffer no loss of pay for the day.
4. Section 1 and 3 above shall not apply if school is closed due to a strike.
- B. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have establishing a comprehensive procedure by which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that during the period of this Agreement, it will not, directly or indirectly, engage in or assist in any strike.
- C. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

ARTICLE 9

Association Dues, Service Fees and Payroll Deductions

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay as a Service Fee to the Association legally permissible amounts (not to exceed the cost of dues) determined in a legally permissible manner. 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 407.477; 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 paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. The Association has established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any bargaining unit member paying service fees hereunder objects to the expenditure by the Association, (including MESPA or NEA) of any funds collected from him/her pursuant to Section A of this Article, such bargaining unit member may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the bargaining unit member of the obligation of paying the service fee or any portion thereof pending final determination there under. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement. No bargaining unit member shall have a claim against the Board, School District or Board member in the event a dispute arises regarding the amount of the Service Fee required by this Article or the method of determining the fee.
- C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments and Contributions in the Union as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MESPA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the

Employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

- D. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEA Financial annuities or other mutually agreed to annuity programs, MESSA programs not fully Employer paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.
- E. The Association agrees to indemnify and save the Board, including each individual school board member and the school district, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the board for the purpose of complying with this Agreement. The Association shall appoint its attorney to represent the defendant(s) at Association expense.

ARTICLE 10 Negotiations Procedures

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided.
- B. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating committee.
- C. There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Association ten (10) copies of the Agreement without charge to the Association. All new school district personnel policies or any changes in said policies shall be distributed to all bargaining unit members within thirty (30) days of the establishment of the policy.

ARTICLE 11
Separability

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- B. It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Employer and Association will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

ARTICLE 12
Annexation, Consolidation, or Other Reorganization of the District

The Association shall be promptly informed in the event annexation, consolidation, or other reorganization of the District becomes the subject of serious consideration. The Association will be involved in all such planning and Association recommendations will be given serious consideration.

ARTICLE 13
Working Conditions

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. No bargaining unit member shall be required to enter a building alone or to be left alone in a building. The Employer shall provide adequate rest areas, and restrooms for bargaining unit members' use.
- B. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area. The Employer or its designated representative shall take reasonable steps to remedy problems in respect to students who are disruptive or who repeatedly violate rules and regulations. It is acknowledged that student discipline is determined through School District policies and procedures pertaining to student discipline. In determining student discipline, the Employer agrees to consider Association recommendations. Bargaining unit members may use such physical force with a student as is consistent with Board policy.

- C. A bus driver or bus attendant may be required to dispense or administer medication in an emergency situation provided the School District maintains liability insurance coverage, covering the bus driver, of at least \$1,000,000.00. If the School District loses or is unable to obtain the aforementioned liability insurance coverage the exception provided herein shall be null and void.

Additionally, if secretaries or aides are required to administer medication, the following conditions shall apply:

1. The parent(s) shall present a signed authorization.
 2. The authorization shall include clear, written directions for the administration of the medication.
 3. If the medication involves injection, the employee shall receive training in its administration from a health professional.
 4. Except in cases of gross negligence as defined by the Revised School Code, in no case shall the employee be held liable by the Board for any incident surrounding the administration of medication.
- D. In the absence of a principal, or designee, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building.
- E. The Employer shall provide without cost to the bargaining unit member the following:
1. Approved first aid kits and materials in all work areas.
 2. Reimbursement for the cost of CDL license or its renewal for satellite drivers and bus drivers.
 3. Rubber gloves and hairnets. (Food Service only)
- F. For food service employees, the Employer shall provide lunches at no cost to the bargaining unit members.
- G. For transportation employees, the following shall apply:
1. Drivers will be paid a meal allowance of \$5.35 while attending bus drivers' school or while on field trips (of six (6) hours or more). If the field trip exceeds ten (10) hours a second meal allowance will be paid the driver. A meal allowance for a field trip will not be provided if a meal is provided for the driver by the group being transported.

2. Drivers shall receive \$6.00 per week, if their bus is kept clean, inside and out, and washed at least once every two (2) weeks.
3. Drivers shall receive a minimum of one and one-quarter (1 1/4) hours pay per bus run (including special and field trips) in addition to the twelve (12) minutes pre-trip/post-trip time per run. For payroll computation, pre-trip/post trip time will be paid at the additional hours rate and calculated separately from run time. For purposes of this contract, a "route" consists of "runs". A full-time route is a route consisting of both a.m. and p.m. runs. All time for drivers shall be recorded in increments of one (1) minute when the run time is determined by the Transportation Director or his/her designee.
4. If a field or special trip is cancelled with less than two (2) hours notice to the affected driver he/she will be paid the minimum one and one-quarter hour pay per Section G.(4). If a Special Ed. run is cancelled or a no show the driver will be paid for the run.
5. Each bus will be equipped with first aid kits and a broom.
6. Physical examinations required by the Board are to be conducted at a health facility or by a physician designated by the Board. Agility screening will be required. The physical examination will be conducted upon initial employment and annually during a single month selected by administration, but not later than July 31. Agility screening will be conducted upon initial employment and thereafter every third year, during a single month selected by the administration, but not later than July 31. The agility screening will be based on the essential functions of a bus driver's job. The Board shall pay for the cost of the physical examination and agility screening. This section shall not be construed to prevent a driver who fails a physical or agility screening from being retested or re-screened. Nor shall a driver be removed from his/her duties for a period of one year while agility re-screening is conducted.
7. When a regular driver is unable to complete a portion of his/her route, an attempt will be made to contact drivers by radio to determine whether any driver is interested in taking that portion. The portion of the route shall be offered to the highest seniority driver who is interested provided, however, a driver is not eligible to take a portion of another driver's route which conflicts with his/her route or an extra trip which is scheduled to be taken by the driver.

- H. If the Board grants written approval for an Aide/Paraprofessional to attend training programs or workshops, the Board shall pay the cost.
- I. When an Aide is assigned or has responsibility for a handicapped student, the Aide shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition, unless the Aide has received training and is assigned to do so.
- J. If the Superintendent determines professional development should be scheduled for a particular classification or classifications, he/she will do so and entertain suggestions from the union president. Attendance shall be mandatory and paid at the regular rate.

ARTICLE 14
Hours

- A. All full-time Food Service employees shall receive a twenty-five (25) minute duty-free paid lunch.
- B. For Food Service, Secretarial and Aide/Paraprofessional employees the following shall apply:

All full-time employees (30 hours per week or more) shall receive two (2) fifteen (15) minute paid duty-free breaks per day, one in the morning and one in the afternoon. Less than full-time employees who work at least three (3) hours per day shall receive one (1) fifteen (15) minute paid duty-free break per day.
- C. For all Food Service, Secretaries and Aide/Paraprofessional employees, hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1 1/2) times the regular rate of pay or equal compensatory time off, at the employee's option.

For Transportation employees all hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1 1/2) times the regular rate of pay (i.e., the rate of pay applicable to the work being performed in excess of forty (40) hours/week) or equal compensatory time off, at the employee's option.
- D. All meetings employees are required to attend shall be compensated at their regular rate of pay. Failure to attend non-mandatory meetings shall not adversely affect an employee's opportunities for promotion.

- E. The Employer shall pay the employee's regular hourly rate and expenses for all training and/or meetings (for example, Capital Area School Food Service Association) it requires.
- F. All special functions (e.g., dinners) shall be compensated at one and one-half (1 1/2) times their normal rate of pay or equal compensatory time.
- G. All Food Service employees' hours shall remain in effect, unless they are reduced pursuant to the provisions of Article 17. This section shall not be construed to allow bumping on days when some, but not all, buildings are operating a reduced schedule (e.g., a building operates a ½ day schedule due to a conference).

ARTICLE 15
Vacancies, Transfers, and Promotions

- A. A vacancy shall be defined as a position which is unfilled because it is newly created or because the person holding that position has permanently severed his/her employment in the bargaining unit. A temporary position shall not be considered to be a vacancy. A temporary position shall be defined as a position that is not anticipated to exist for the remainder of the school year.
- B. All vacancies shall be posted in Central Office for a period of ten (10) workdays and sent to each bargaining unit member with an e-mail address and it shall be the employee's responsibility to designate a personal e-mail address if they are not using a district e-mail account. It shall be the employee's responsibility to notify the Board of the Employee's personal e-mail address. The Board shall not be responsible if an e-mail sent to a personal e-mail address is blocked or not received. For the purpose of this section, workdays shall be defined as days when the school district's central office is open for business. Said posting shall contain the following information:
 - (1) Type of work
 - (2) Location of work
 - (3) Starting date
 - (4) Rate of pay
 - (5) Hours to be worked
 - (6) Category
 - (7) Minimum requirements
- C. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within ten (10) day posting period.

Drivers and paraprofessionals shall be awarded a vacancy during the school year according to seniority within their category if the vacancy is more than one (1) hour greater than his/her current assignment.

A vacancy need not be posted in accordance with this article if it can be filled by the recall of a laid off employee. A vacancy which occurs during the school year, and is not filled by laid off or current bargaining unit members within the affected category, may be filled by a temporary employee for the remainder of the school year and then shall be filled for the ensuing school year in accordance with Article 17 (Assignments).

Vacancies shall be filled with the most senior applicant from within the affected category, with proper qualifications. The Board shall have discretion to select the Transportation Assistant and Secretarial positions, with seniority and bargaining unit membership being factors given equal qualifications. Proper qualifications shall be determined by the Bargaining Unit member meeting the required qualifications as outlined in the position description.

Should no bargaining unit member from the affected category apply, then bargaining unit members from other categories who apply will be considered. The bargaining unit member will be offered the position if his/her qualifications are determined by the Superintendent to be better than those of a non-bargaining unit member who applies.

The categories are defined in Article 16, Section C.

- D. Within ten (10) workdays after the selection of the successful candidate the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be notified with a written notice provided to the Association.
- E. In the event it is determined that an employee seeking to be promoted within a category or transferred from one category to another is qualified, the bargaining unit member shall subsequently be given a thirty (30) workday trial in which to show his/her ability to perform the job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.
- F. Bargaining unit members shall not receive a lower hourly wage due to involuntary transfers for the remainder of the school year in which the involuntary transfer occurred.

- G. The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable cause.
- H. Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.

ARTICLE 16 Seniority

- A. Seniority shall be determined on a category-by-category basis and shall be defined as the length of service within a particular category as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. 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. Separate seniority lists shall be maintained for each employee category (Food Service, Secretarial, Transportation and Aide/Paraprofessionals). Service performed in one category shall not cause seniority to be gained or accumulated in another category.
- B. Part-time bargaining unit members shall accrue seniority on a pro rata basis (Food Service and Secretarial only). Probationary bargaining unit members shall have no seniority until the completion of the eighty (80) work day probationary period at which time their seniority shall revert to their first day of work. Work days when the probationary bargaining unit member is not at work for his/her full assignment shall not count toward completion of the probationary period, but a partial day, attendance will count as an entire day.
- C. For purposes of this Agreement, all bargaining unit members shall be placed in a classification in one of the following categories based on their current assignments:

Category I - Food Service

- (1) First Cooks
- (2) Second Cooks and Cooks' Assistants

Category II – Food Service

- (1) Satellite Driver

Category III - Transportation

- (1) Bus Driver
- (2) Bus Attendant

Category IV - Aides/Paraprofessionals

- (1) Aide/Paraprofessional

Category V - Secretarial

- (1) Secretaries and Clerks

- D. The Employer shall prepare, maintain and post the seniority lists. The initial seniority lists shall be prepared and posted conspicuously in all buildings of the District within thirty (30) workdays after the effective date of the Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority lists and subsequent revisions shall be furnished to the Association.

State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulations, all bargaining unit members shall receive seniority rights as provided in this Agreement.

- E. Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may at his/her option be employed at other work on a job that is operated by the Employer, which he/she can do, without regard to any seniority provision of this Agreement. This provision may be invoked by the employee only to fill a vacancy or, in the event another employee voluntarily agrees to a mutual transfer of positions. The Superintendent or his designee shall have the final discretion to determine whether the employee can perform the job.
- F. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.

A bargaining unit member who makes application for and receives a position in a different category within the bargaining unit shall have their seniority in their old category frozen. Such frozen seniority will be reactivated only upon their return back into that category, or, in the event they are subsequently laid-off they may use such frozen seniority for purposes of recall if a vacancy exists.

Except as otherwise provided for in Section F of this Article, it is agreed that for purposes of Article 15 pertaining to vacancies, transfers and promotions and Article 17 pertaining to layoff and recall, employees in different categories shall be treated separately as if those articles did not apply to employees in other categories. Employees in a category shall have no rights by virtue of this Contract to employment in another category. Articles 15 and 17 shall be applied only within categories and not between categories. The five (5) employee categories are set forth in Section C of this Article.

ARTICLE 17
Reduction in Personnel, Layoff, and Recall

- A. For Food Service, Aide/Paraprofessional and Transportation employees layoff shall be defined as a necessary reduction in the work force beyond normal attrition.

For Secretarial employees layoff shall be defined as a necessary reduction in the work force beyond normal attrition.

This provision does not prohibit the parties (Board and Association) from mutually agreeing to reduce the total number of bargaining unit positions if a building is closed or a program is eliminated, etc.

- B. No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least two (2) calendar weeks prior to the effective date of the layoff. In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in that category, then the least senior bargaining unit members in that category. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly-created position in that category.

- C. For Food Service, Aide/Paraprofessional and Transportation employees, the following shall apply:

Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, in the same category, for which they are qualified, which is held by a less senior bargaining unit member. A bargaining unit member who has assumed additional duties due to the elimination of a position as part of a consolidation of positions shall not be entitled to Article 17 layoff, recall and bumping rights.

For Secretarial employees the following shall apply:

Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position of the least senior bargaining unit member of his/her category. For the purposes of lay-off and recall only there shall be two categories; I. Full-time Secretaries; II. Less than full time Secretaries. If the least senior category I Secretary is affected by a layoff/elimination of position, she/he shall have the right to assume the position of the least senior category II employee, provided he/she is qualified and has greater seniority. A bargaining unit member who has assumed additional duties due to the elimination of a position as part of a consolidation of positions shall not be entitled to Article 17 layoff, recall and bumping rights.

- D. In the event of a layoff, the Employer and Association may mutually agree to allow individual unit members to waive their seniority rights for the purpose of the layoff. With the approval of the Employer and the Association, bargaining unit members may, at their option without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff.

If such an agreement is reached, the following form shall be used.

Individual Agreement

The undersigned hereby agrees to waive his/her seniority for purposes of the Stockbridge School District impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Agreement, including recall rights and other contractual privileges or benefits conferred under the Agreement. This waiver pertains solely to the order in which said bargaining unit member might be laid off during the period of this Agreement.

Date _____ Signature _____
Bargaining Unit Member

Date _____ Signature _____
Association Representative

Date _____ Signature _____
Employer Representative

- E. In the event of a reduction in the work hours in a classification or position, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule in the same classification who have schedules which do not conflict with his/her normal work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until fourteen (14) calendar days after written notice to the affected bargaining unit member(s) is given by the Employer.
- F. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer subject to the limitations of the carrier. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any bargaining unit member who completes their probation period shall be deemed qualified for any position in that category. Notices of recall shall be sent by mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining member is to report back to work. It shall be the bargaining unit member's responsibility to keep Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given ten (10) calendar days from receipt of notice to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the ten (10) day period. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Accrual of seniority while on layoff shall be limited to two (2) years per period of layoff.
- G. Refusal or acceptance of a position which is not equivalent in hours and compensation to the position from which the employee was laid off shall not adversely affect his/her recall rights. Any laid-off employee who refuses to accept recall to an equivalent position or who fails to respond to recall notice shall be deemed to be a voluntary quit.
- H. Employees will remain on the recall list for a period of three (3) years. After three (3) years, if the employee has not been recalled, he/she will lose any recall rights. Working as a substitute does not count as a recall.

ARTICLE 18
Assignments

Secretaries

- A. All summer Secretarial positions and temporary summer Secretarial positions shall be posted with the assigned rate of pay. All Secretarial bargaining unit members shall have the right to fill such positions. If more than one Secretarial bargaining unit member requests the position, it shall be awarded, at the discretion of the Board, with the highest seniority being a factor given equal qualifications.
- B. Secretaries shall continue on a work schedule starting ten workdays before the first teacher workday and ending ten workdays after the last teacher workday. If additional days are needed, the Board will meet and confer with the Association.

Aide/Paraprofessionals

- A. Aide/paraprofessional positions for the academic year shall be filled at a bid meeting for members of this category. Categories excluded from the bid meeting are the Media Center aides and the designated one-on-one Special Education Aides. The bid meeting shall occur a minimum of five (5) workdays before the beginning of the academic year. Members must be present at the bid meeting to bid and may select a position in their classification at the bid meeting based upon seniority if it is more than one (1) hour greater than their present position.
 - 1. Classroom Aide/Paraprofessionals shall work under the direction of their assigned teacher(s). Their ultimate supervisor shall be the building administrator. The Aide/Paraprofessional shall not be assigned responsibilities that would violate the School Code. Disputes regarding whether the School Code has been violated shall not be subject to arbitration.
 - 2. Aide/Paraprofessionals shall be notified of their tentative assignments at least one (1) week prior to the start of the school.
 - 3. Media Center Aides and designated one-on-one Special Education Aides shall keep their assignment for each year until their position no longer exists and their being assigned to the position shall exempt them from the paraprofessional bidding process.
- B. When a teacher is assigned recess duty an Aide/Paraprofessional will not be required to take the place of that teacher.

- C. If the board grants written approval for an Aide/Paraprofessional to attend training programs or workshops, the Board shall pay the cost.
- D. When an Aide is assigned or has responsibility for a handicapped student, the Aide shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition, unless the Aide has received training and is assigned to do so.

Food Service

- A. The Food Service Department will work as scheduled every day school is in session for a full day, and a half day school is in session for a half day. A work schedule will be provided at the first report date for the school year. A tentative schedule will be provided to staff at least one (1) week prior to the start of school. At the direction of the Food Service Director, high school staff may be scheduled for a full day of work on half days of school. Four cleaning days will be scheduled for each school year. If additional hours for cleaning are needed, they will be scheduled by the Food Service Director. Additional hours for cleaning may be scheduled on half days of school.
- B. In the event of the absence of a First Cook or Second Cook, food service employees who are interested in substituting shall be offered the opportunity to assume those duties-on a continuous rotating basis provided administration judges they are trained and qualified to perform the required duties and available to work the entire assignment. Continuous rotating basis shall mean:
 - 1. A list consisting of the Second Cooks who are trained and qualified to perform the required duties and are interested in substituting shall be prepared. The employees on the list shall be ranked in the order of their seniority.
 - 2. If the First Cook or Second Cook is absent, the employees on the list shall be offered the chance to substitute in order of their seniority. However, an employee on the list shall not be entitled to substitute if he/she is not qualified to perform the required duties.
 - 3. Each time an employee on the list is offered the opportunity to substitute, his/her name shall rotate to the bottom of the list. A refusal shall count the same as an acceptance. A notation of the last date a temporary vacancy was offered to a person will be made by each name.

4. To offer an employee on the list the opportunity to substitute, an attempt will be made to contact the employee by telephone. One attempt shall be sufficient and the Board shall not be obligated to delay or make another attempt. The failure to make contact after an attempt is made shall not be the subject of a grievance.
 5. The Food Service Director may call a substitute to fill in for the employee whose assignment was changed.
- C. All food service employees shall be eligible to work special functions. All employees shall be placed on a list in order of seniority. The special function shall be offered to the employee at the top of the list. After a special function is offered to the employee, the employee's name shall rotate to the bottom of the list regardless of whether the employee accepted or declined the offer. The lowest seniority employee shall be required to take a special function that is declined by all other employees.

The Food Service Supervisor will be given notice of a special function which will require use of kitchen equipment and/or facilities before final approval for a special function is given. The Food Service Supervisor will decide whether cooks should be assigned to the special function on the basis of necessity. If it is determined that a special function does not require the presence of a cook, the Food Service Supervisor will provide a list of "dos and don'ts" to be followed to assure cleanliness and safety are maintained.

Transportation

- A. All bus routes will be bid every year in August (summer route bid separately). New routes will be bid as they occur. Any route that is increased or decreased by more than one (1) hour after the August bid meeting shall be considered a new route and re-bid. However, only bargaining unit members working a minimum of more than one hour per route less than the number of hours in the posted position are eligible to bid on the position. A substitute driver for the remainder of the school year shall fill any subsequent vacancy created by such an awarded position, and then the position shall be posted for the following year. Any bus route that is less than four (4) hours will not be re-bid if a vacancy occurs after the August bid meeting. A substitute driver for the remainder of the school year will fill the bus route.

ARTICLE 19
Job Description and Classification

A. For each category, job descriptions will include at a minimum:

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

Any evaluations of bargaining unit members' work performance shall be based primarily upon said job descriptions.

B. The basic compensation of each bargaining unit member shall be as set forth in Schedule "A". There shall be no deviation from said compensation rates during the life of this Agreement.

C. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the bargaining unit member.

ARTICLE 20
Retirement

The Board may adopt a mandatory retirement policy if it becomes legal to require mandatory retirement under state and federal law. Mandatory retirement at less than seventy (70) years shall only be required if this is negotiated with the Association. Any mandatory retirement policy shall allow employees to continue employment on a year-to-year basis upon mutual agreement with the Employer.

ARTICLE 21
Sick Leave

A. 1. At the beginning of each work year, each aide/paraprofessional, secretarial, and transportation bargaining unit member shall be credited with one (1) sick day per month worked, credited at the beginning of the school year, the unused portion of which shall accumulate from year-to-year up to a maximum of 100 days. The Employer shall furnish each bargaining unit member with a written statement on each pay stub setting forth the total accumulated sick leave credit for said bargaining unit member.

2. At the beginning of each work year, each food service bargaining unit member shall be credited with five (5) sick days. Starting in February, and continuing through June, on the last work day in

each month food service bargaining unit members will be credited with one additional sick day provided there have been no absences during that month. Unused sick days shall accumulate from year-to-year up to a maximum of 100 days. The Employer shall furnish each bargaining unit member with a written statement on each pay stub setting forth the total accumulated sick leave credit for said bargaining unit member.

3. Should any employee leave employment with the District before the end of the school year, their final paycheck will be adjusted for sick days not earned at the rate of one day per month.
 4. A doctor's statement certifying injury or illness may be required if there is reason to suspect possible abuse of sick leave (e.g., pattern of absenteeism or number of sick days exceed five (5) in a school year, etc.)
 5. Bargaining unit members who have accumulated a maximum of 100 sick days shall be paid on the last pay of the fiscal year \$50 for each sick day they would have earned had they not been at the 100 sick day accumulation limit. The bargaining unit member can elect to have the payment made as a contribution to a 403 (b) annuity.
- B. Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days, provided that the Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act until his/her sick leave days are exhausted, or one year, which ever occurs sooner. Time shall be prorated against sick leave at the rate of the 1/2 day of sick leave per day on Worker's Compensation .
- C. The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:
1. Personal Illness or Disability - The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
 2. Medical Or Nursing Care - The bargaining unit member may take two (2) days to make arrangements for medical or nursing care for a member of his/her immediate family. (See definition below).

3. Illness in the Immediate Family - The bargaining unit member may take days for illness of a member of his/her immediate family. "Immediate family" shall be defined as below.
- D. Bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall upon application and doctor's written verification of illness be granted a leave of absence without pay for up to one year. The leave may be renewed each year upon written request of the bargaining unit member.
- E. For all provisions of this Agreement "immediate family" shall be defined as: natural parents, step-parents, siblings, spouse, children, grandchild, grandparents, spouse's parents, sister or brother of the employee's spouse, or any other relative of either spouse living in the employee's home.

ARTICLE 22
Other Paid Leaves

- A. At the beginning of every school year, aide/paraprofessional, secretarial, and transportation bargaining unit members shall be credited with two (2) days, and food service employees shall be credited with one (1) day, to be used for the bargaining unit member's personal business. A bargaining unit member planning to use a personal business day or days shall notify his/her supervisor at least three (3) days in advance, except in cases of emergency. Personal business days shall not be granted for recreational activities. The bargaining unit member may be asked to explain the reason for any personal leave request for a school day immediately before or after a holiday, weekend, or vacation period and reasonable restrictions may be imposed on personal leaves on such days. Unused personal business days shall accumulate as sick leave.
- B. Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial matter, including requested attendance by the Board during an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time. The employee will reimburse the District for any jury duty or witness fees received.
- C. Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive from the Employer during any period when the affected bargaining unit member engages in training or other service in the Reserve or National Guard.

- D. The bargaining unit member shall be granted a maximum of five (5) days paid leave per death for immediate family members. Additional time off for traveling to said funeral shall be granted and such additional time shall be charged to the employee's sick leave. Unused funeral/bereavement leave shall not be cumulative.
- E. For all provisions of this Agreement "Immediate Family" shall be defined as: natural parents, step-parents, siblings, spouse, children, grandchild, grandparents, spouse's parents, sister or brother, of the employee's spouse, or any other relative of either spouse living in the employee's home.

ARTICLE 23 Unpaid Leaves

- A. Leaves of absence without pay or benefits up to one (1) year in duration are available upon written request from a bargaining unit member for purposes set forth in Section B of this Article. During said leaves, seniority shall continue to accumulate. Written requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leaves. A bargaining unit member returning from a leave of absence shall be reinstated to the same position and classification he/she held when the leave began. At least sixty (60) calendar days (except in the event that circumstances do not permit) prior to the date a leave is scheduled to expire, a bargaining unit member shall notify the Employer in writing of his/her intent to return to work. Failure to provide the written notification shall constitute the employee's resignation from employment.
- B. Unpaid leaves of absence may be taken for the following purposes:
 - 1. Military Leave - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make himself/herself available for active duty in the National Guard or Reserve. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.
 - 2. Association Office - A leave of absence of up to one (1) year may be granted upon application for the purpose of serving as an officer of the Association or an officer in its state or national affiliate.

If permitted by the Michigan Public School Employee's Retirement Act, with an unpaid leave of absence for Association office, the bargaining unit member will be eligible to contribute to the Michigan Public School Employee's Retirement System (MPERS) during the term of the unpaid leave.

3. Public Service - A leave of absence not to exceed one (1) year shall be granted to any bargaining unit member upon application for the purpose of campaigning for, or serving in, a public office. This provision shall not apply to serving as a member of the Michigan Legislature.
4. Parental/Child Care - A leave of absence not to exceed one year shall be granted to any (male or female) bargaining unit member for the purpose of caring for their own child. Said leave shall commence upon request of the bargaining unit member. Except in the case of emergency, employees shall give thirty (30) calendar days notice of commencement of the leave.

A pregnant bargaining unit member may commence said child care leave prior to, or subsequent to the birth of her child at her option. A child care leave shall be available to the bargaining unit member upon termination of her disability benefits, at the option of the bargaining unit member. The bargaining unit member may terminate the leave any time after the birth of the child or in the event of death of said child and provided that she is physically able to perform her work responsibilities. Employees shall give thirty (30) calendar days notice to the Board of their intent to return to work.

5. Discretionary Leave – An unpaid leave of absence not to exceed one (1) year may be granted to a bargaining group member by the Superintendent of Schools.

ARTICLE 24 Bargaining Unit Member Evaluations
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- A. The employer may conduct periodic evaluations of bargaining unit members. In the event a bargaining unit member has not been evaluated for two or more years, upon the request of the bargaining unit member, the supervisor shall conduct an evaluation. In the event a bargaining unit member has not been evaluated at least once every three years, this shall constitute the employer's acknowledgement that performance has been satisfactory.

- B. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation conference with the supervisor. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question
- C. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.
- D. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association.
- E. Each bargaining unit member'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 25
Secretarial Employee Holidays

School year Secretarial employees shall receive the following paid holidays:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Memorial Day
- Christmas Day
- New Year's Day

On Good Friday, secretaries will be expected to work only those hours that school is actually in session, but will receive a full day's pay, except when Good Friday is not a scheduled workday.

Eleven-month Secretarial employees will also receive:

- Christmas Eve Day
- New Year's Eve Day

President’s Day will be considered a paid holiday only if school is not scheduled for that Monday. In the event that school is scheduled and secretaries are required to work on President’s Day, the parties will meet in order to select an alternate date as a paid holiday.

<p>ARTICLE 26 Miscellaneous</p>

- A. All employees shall receive, at no cost, season tickets for all regular sports events held at the Stockbridge Schools.
- B. After five (5) years of employment, upon termination from employment, full-time employees shall receive \$13.02 per unused sick day accumulated.
- C. After five (5) years of employment, part-time employees shall receive \$6.54 per unused sick day accumulated.
- D. A total of fifteen (15) days shall be allowed for Association business (with a limit of six (6) days per member except that the limit for the Association President shall be ten (10) days). These days shall be used at the discretion of the Association with three (3) days prior notification to the Administration except in an emergency. The Association shall pay for the substitute if provided. Allowing more than one (1) person to be gone on a particular day shall be based upon the availability of a substitute.
- E. No bus driver will be qualified for duty or permitted to operate a vehicle if his/her driving record fails to meet the requirements for the District's insurance and the Michigan Essential Insurance Act For Standard Automobile Insurance or if only high risk insurance is available for the bus driver. The District agrees it will not change the insurance criteria requirements during the life of this Agreement. It is recognized that the District has no control over insurance policy criteria requirement changes made by the carrier.
- F. Employees shall receive a year-end payment according to the following schedule, if absent for any reason are as follows:

<u>Days Absent</u>	<u>Payment</u>
0	\$125
1	\$100
2	\$ 75
3	\$ 50

ARTICLE 27
Family and Medical Leave

- A. Upon request, the employer shall grant a leave of absence to any bargaining unit member, pursuant to the Family Medical Leave Act (FMLA) for the following purposes:
1. The serious health condition of the employee; or
 2. The serious health condition of the employee's spouse, parent, or child as contained in the Act.
 3. The birth of a child; or
 4. The placement of a child for adoption or foster care.

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

The maximum accumulated leave time granted pursuant to this section shall be limited to twelve (12) full weeks (60 working days) per twelve (12) month period.

- B. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment. This is subject to Article 19, Reduction in Personnel, Layoff and Recall Provisions.
- C. The employee shall have the option of first using accumulated paid sick leave and/or personal leave during the leave, but only for days scheduled as work days. In accordance with the FMLA, the employer may require an employee to substitute paid leave for unpaid FMLA leave, but in no case may the employer require that the employee's remaining accumulated paid sick leave and/or personal leave days balance drop below five (5) days of accumulation.
- D. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
- E. Seniority shall accrue during an initial FLMA leave. For subsequent FMLA leaves, seniority will be subject to the provisions of the Act.

- F. The employee shall have the right to take the leave on a reduced or intermittent schedule pursuant to the restrictions as contained in the Act.
- G. Where the need is foreseeable, the employee will provide the employer at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request; medical verification; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave. If it is not foreseeable the employee will give medical verification and as much notice as possible.
- H. Except as limited by the express language of this Agreement, employer reserves all rights granted to it under the FMLA.

ARTICLE 28
Duration

This Master Agreement will run for three (3) years starting August 21, 2008 and running through August 20, 2011 and be effective upon the date it is ratified by both parties.

In witness whereof the parties have caused this Agreement to be executed by their authorized representatives.

Board of Education
Stockbridge Community Schools

Stockbridge Educational
Support Personnel –
MEA/NEA

By _____
President

By _____
Vice-President

By _____
Secretary

Date _____

Date _____

**APPENDIX A
Compensation**

- A. For the purposes of only Appendix A and Appendix B, the following classifications shall apply.
- B. Classification
- I. Head Cook
 - II. A. First Cook (Main Dishes, High School)
B. Second Cook (Salad Bar, Bread, Veg., Fruit)
 - III. A. Cooks Assistant
B. Satellite Driver
 - IV. Satellite Server
 - V. Probationary (All F.S. Classifications)
 - VI. A. Aide/Paraprofessional - probationary
B. Aide/Paraprofessional - 80 Work Days
 - VII. A. Secretarial/Clerical - probationary
B. Secretarial/Clerical - 80 Work Days
- C. Effective the 2008-2009 school year, the following hourly rates shall apply for bargaining unit members employed as of May 31, 2009:

<u>Classification</u>	<u>2008-09</u>	<u>2009-10</u>
I	\$12.66	\$11.40
II A.	\$12.66	\$11.40
II B.	\$12.45	\$11.25
III A.	\$11.15	\$ 9.50
III B.	-	\$ 9.25
IV	\$10.59	\$ 9.50
V	\$8.17	\$ 8.20
VI A	\$8.23	\$ 8.26
VI B	\$11.37	\$11.41
VII A	\$9.88	\$ 9.92
VII B	\$13.70	\$13.75

Transportation Wage Rates

Effective the 2006-2007 school year, the following hourly rates shall apply:

Pre/Post Trip Time – an additional 12 minutes per run per day will be added to run.

	<u>2008-09</u>	<u>2009-10</u>
Probationary Driver		
First Hour:	\$15.88	\$15.94
Additional Hours:		
After 80 Work Days		
First Hour:	\$21.25	\$21.33
Additional Hours:	\$17.48	\$17.55
Field Trips – In District		
One Hour or Less:	\$16.59	\$16.66
Additional Hours:	\$ 8.98	\$ 9.02
Field Trips – Out of District		
First Two (2) Hours:	\$33.11	\$33.24
Additional Hours:	\$ 9.36	\$ 9.40
Ball Games		
First Two (2) Hours:	\$33.11	\$33.24
Additional Hours:	\$ 9.36	\$ 9.40
Kindergarten Run, Special Education, Career Center, Driving Time, Breakdown Time	\$17.48	\$17.55
Sitting Time	\$10.37	\$10.41

D. Additional Compensation

1. An additional 82 cents per hour for 2006-07 and 83 cents per hour for 2007-2008 will be paid for the secretary with Internal Accounting responsibilities.
2. Substitute Calling - \$3.27 per day per each ten (10) teachers. Such responsibilities will be at the discretion of the Superintendent. The employee may refuse this assignment.

E. Payroll Options for Secretaries

A secretary may select the option of twenty-one (21) pay periods or twenty-six (26) pay periods. If a secretary selects the twenty-six (26) pay periods option, the secretary shall not have the option to receive a lump sum payment of the pro-rated balance in a lump sum. A secretary who selects the twenty-six (26) pay periods option for a particular school year shall not have the right to change that option for that school year without the permission of the Superintendent of Schools. This section shall be effective September 1st following ratification of the Agreement.

F. Overtime.

An employee shall not perform overtime work without first obtaining the express approval of his/her immediate supervisor. If the immediate supervisor is not available, the employee shall obtain the express permission of the individual designated by his/her supervisor before performing overtime.

- G.
1. For the 2008-09 school year, bargaining unit members who work an average of four (4) hours or more per day will receive a one-time payment of \$50.00 upon ratification of this Agreement. Bargaining unit members who work less than four (4) hours per day will receive a one-time payment of \$25.00.
 2. For the 2009-10 school year, bargaining unit members who work an average of four (4) hours or more per day will receive a one-time payment of \$80.00 upon ratification of this Agreement. Bargaining unit members who work less than four (4) hours per day will receive a one-time payment of \$40.00.
- H. Prior to the beginning of the 2010-2011 school year, the Board and Association agree to meet to negotiate a wage scale for 2010-2011 school year.

**APPENDIX B
Compensation**

- A. Effective the 2008-2009 school year, the following hourly rates shall apply for bargaining unit members employed after May 31, 2009:

<u>Classification</u>	<u>2009-10</u>
I	\$10.50
II	
A.	\$10.50
B.	\$10.50
III	
A.	\$ 9.00
B.	\$ 8.75
IV	\$ 9.00
V	\$ 8.20

**APPENDIX C
Secretarial Fringe Benefits**

- A. The Board agrees to provide the MESSA Choices II XVA2 Plan 3P Insurance program described below: for all full-time secretarial employees (30 hours per week or more):

At the employee's option, either PLAN A or PLAN B coverage.

PLAN A: Choices II XVA2 Plan 3P Insurance, \$10 Generic/\$20 Brand prescription co-pay; In-Network deductible \$100 per person \$200 per family, Out-of-Network deductible \$250 per person/\$500 per family; \$5 office visit/\$10 urgent care/\$25 emergency room copay; Long-term Disability Insurance (60%) coverage; 90 calendar day modified fill; \$2500 maximum; social security freeze; 2 year limitation on alcoholism/drug addiction and mental/nervous; Dental Plan 100/90/90/90:1,500/1,000 with "008" Orthodontic Rider, including internal and external coordination of benefits; \$20,000 Negotiated Life with A. D. & D.; VSP-2 Vision Plan.

PLAN B: Dental (as described in PLAN A) LTD (as described in PLAN A), MESSA VSP-3 Vision Plan, \$30,000 Negotiated Life Insurance with A. D. & D.

PLAN B subscribers will receive as cash in lieu of insurance \$620 per month, which may be applied towards the MEFSA'S/MEA-Sponsored Tax-Deferred Annuity or any present annuity plans. Any amounts exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups, if permitted by the carrier.

The Board will pay the entire premium for PLAN B. The Board will pay 100% of the 2008-2009 school year PLAN A Choices II monthly premium of \$1222.83 (School year is defined as July 1 through June 30). For the 2009-2010 school year the Board will pay a Choices II monthly premium amount not to exceed 108% of the 2008-2009 monthly premium. For the 2010-2011 school year, and until a successor agreement is negotiated, the Board will pay a Choices II monthly premium amount not to exceed 108% of the 2009-2010 monthly premium. Any premium in excess of the amount paid by the Board shall be paid by the employee through payroll deduction. Should the yearly health insurance premium increase exceed 115% both parties agree to meet to negotiate changes in the health insurance package.

The Board shall have the option whether or not to "PAK" insurance.

- B. The Board of Education agrees to make payroll deductions for employees who join the Capital Area School Employees Credit Union.
- C. Open enrollment shall be held each September, and as scheduled by the carrier. The Board shall have no responsibility to pay insurance costs until the employee is enrolled by the carrier.
- D. The Board shall make payment of insurance contributions when due for all persons to assure continuance of coverage during the full twelve (12) month period commencing October 1, and ending September 30. An employee who completes the school year shall be entitled to payment of insurance contributions through the summer even though the employee may not be returning the next school year. The open enrollment period shall be jointly established by the Employer, the union and insurance carrier, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts change which could affect the benefit package.
- E. If an employee is granted an unpaid leave of absence effective May 1st or later, for the balance of the school year, their health insurance payments shall continue uninterrupted through the summer and until the beginning of the ensuing school year.
- F. In the event an employee commences an unpaid leave the Board will pay the insurance costs per Appendix B for the month said leave begins. The Board will pay the cost of the Appendix B fringe benefits for the

month during which said employee returns, provided, however, that the employee gives the Board notice of their intended date of return to work prior to the date insurance payments for that month are due. Any employee whose unpaid leave under this provision encompasses a month in which the Board does not have an obligation to benefits at group rates, if permitted by the carrier. Any employee whose unpaid leave under this provision encompasses a month where Board paid insurance lapses shall have the right to reimburse the Board for continuation of fringe benefits.

APPENDIX D
Food Service Fringe Benefits

- A. If the bargaining member was an employee of the district on or before May 31, 2009, the Board agrees to provide two (2) cooks at the high school and one (1) cook at each of the three (3) other school buildings with an insurance subsidy of eight thousand dollars (\$8,000) paid on an equal monthly basis each year to be applied towards a health insurance plan to be mutually agreed upon, or, as cash in lieu of insurance. Any amounts exceeding eight thousand dollars (\$8,000) shall be payroll deducted. If the bargaining unit member's employment stops prior to the end of the school year the subsidy shall be prorated for time worked.
- B. For food service employees who carry health insurance through the district an open enrollment shall be held each September, and as scheduled by the carrier. The Board shall have no responsibility to pay insurance costs until the employee is enrolled by the carrier.
- C. In the event an employee commences an unpaid leave the Board will pay the insurance subsidy per Appendix D for the month said leave begins. The Board will pay the prorated cost of the Appendix D fringe benefits for the month during which said employee returns, provided, however, that the employee gives the Board notice of their intended date of return to work prior to the date insurance payments for that month are due. Any employee whose unpaid leave under this provision encompasses a month where Board paid insurance lapses shall have the right to reimburse the Board for continuation of fringe benefits.

APPENDIX E
Food Service Calendar

The Food Service Department will work as scheduled every day school is in session for a full day, and a half day school is in session for a half day. A work schedule will be provided at the first report date for the school year. A tentative schedule will be provided to staff at least one (1) week prior to the start of school. At the direction of the Food Service Director, high school staff may be scheduled for a full day of work on half days of school. Four cleaning days will be scheduled for each school year. If additional hours for cleaning are needed, they will be scheduled by the Food Service Director. Additional hours for cleaning may be scheduled on half days of school.

APPENDIX F
Secretarial Longevity Pay

1. On the last June pay of each school year, secretaries shall receive a lump sum payment based on their daily rates of pay. The initial payment eligibility year, for full or prorated payment, shall begin after the employee has completed their sixth anniversary hire date. The initial step advancement eligibility year shall begin after the employee has completed their eleventh anniversary hire date. The payment shall be computed on the basis of the following schedule at each employee's current rate of pay:

<u>Year of Service</u>	<u>Days Paid for Longevity</u>
6 - 10	1.25 days per month
11 - 15	1.50 days per month
16 and up	1.75 days per month

2. Secretaries whose anniversary hire date is after their first day of work for the classification shall receive the longevity compensation amounts listed above on a basis prorated for the percentage of days worked in the first year they become eligible for payment, and the first year they advance a step. (Example: A secretary hired on work day 85 of a 215 day work year would receive 60% of the longevity compensation amount listed above in their initial year of eligibility. After this employee's eleventh anniversary hire date they would receive 40% of the first step amount and 60% of the second step amount as they move between steps).

APPENDIX G

Aide/Paraprofessional and Transportation Fringe Benefits

Part-time and full-time paraprofessional/aides and transportation bargaining unit members with 12 years or more seniority and who are working at least four (4) hours per day with the District shall receive a stipend as follows:

Part-time aide/paraprofessional and transportation employees (less than 30 Hours per week) will receive seventy-five dollars (\$75.00) per month for twelve (12) months each year to be applied towards Tri Med Health Choices II or optional insurances, or, applied towards the MEA Financial Services/MEA-Sponsored Tax-Deferred Annuity or any present annuity plans. Any amounts Exceeding the Employer's subsidy shall be payroll deducted.

LETTER OF AGREEMENT
Between
Stockbridge Community Schools
and the
Stockbridge Michigan Educational Support Personnel Association

Article 1 (Recognition) shall remain in effect unless modified by mutual agreement between the parties. In the event that the District changes a position in the unit by creating a new supervisory position designated as the Transportation Assistant, the parties will re-open negotiations under Article 1 and any other relevant Article impacted by this decision.

Stockbridge Community Schools

By:_____

Dated:_____

Stockbridge Michigan Educational Support Personnel Association

By:_____

Dated:_____