

Agreement
Between
Tecumseh Public Schools
and
Tecumseh Noon Supervisors

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Effective Date: July 1, 2006
Expiration Date: June 30, 2009

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and

Tecumseh Noon Supervisors

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**TECUMSEH PUBLIC SCHOOLS
AND
TECUMSEH NOON HOUR SUPERVISORS**

AGREEMENT

This Agreement entered into this 12th day of February, 2007, by and between the Board of Education of the Tecumseh Public Schools, Tecumseh, Michigan, and the Tecumseh Noon Supervisors Association.

DISCIPLINE AND DISCHARGE

- A. Discharge and/or discipline of any noon supervisory personnel shall be made only for reasonable and just cause. Reasons for discipline or discharge will be discussed with the employee.
- B. There shall be no recourse to the grievance procedure for any noon supervisor suspended, discharged, or disciplined for any of the following reasons:
 - 1. Unauthorized absenteeism
 - 2. Excessive absenteeism
 - 3. Neglect of duty

TERMINATION OF EMPLOYMENT

All full-time regular noon supervisory personnel will be expected to provide the employer written notice at least two weeks in advance when terminating his/her employment. If an employee quits without giving prior written notice and is re-hired in the future, the employee will be required to complete a new probationary period, will start at the beginning rate of pay and will lose all previous seniority earned.

EVALUATION

The overall work performance of all noon supervisory personnel will be evaluated by the principal of the school where the employee is assigned at least once each school year. Evaluations will be completed by April 30th of each year.

INCLEMENT WEATHER

If the building principal is not available, noon supervisory personnel shall mutually determine whether children shall be released to the playground. This will be based on the following:

- A. 15 degrees above zero including wind chill
- B. Wind chill factor
- C. Rain
- D. Icy playground, producing hazardous conditions

Noon supervisors will not be expected to go outside with students for recess if the temperature is less than 15 degrees above zero including wind chill. The wind chill factor will also be taken into consideration in determining the temperature. The district's official means of determining the temperature will be to use the "Davis Weather Wizard 2" located at Sutton Elementary School. The district will not use other sources for determining the temperature. If principals are in question of the temperature they will contact the secretary or principal at Sutton Elementary to be advised of the current local weather temperature.

BENEFITS

1. **Act of God Days:** Full-time regular employees shall be paid for two (2) "Act of God" days. Substitutes who are previously notified and assigned to work for a regular employee on an "Act of God" day, shall be entitled to receive the daily rate of pay at the substitute rate.

2. **Holidays:** The Board of Education will grant a paid holiday at the noon hour supervisors' regular day of pay for the following days:
 Thanksgiving Day; Day after Thanksgiving; Christmas Day;
 New Year's Eve; New Year's Day; Memorial Day;
 Friday before Easter; Labor Day (if school starts prior to)

3. **Absent Before/After Holiday:** If an employee is absent on the day(s) immediately prior to or after a holiday, he/she will not be paid for the day(s) absent nor will he/she be paid for the holiday. If, however, an employee provides a written physician's statement certifying illness or documentation for bereavement to the employer for all days absent, he/she will be paid for the holiday(s) and the day(s) absent.

4. **Records Day:** Regular full-time employees will be paid a regular day of pay for two (2) records days observed by the school district, at the conclusion of each semester, even though no work is performed.

5. **Personal Business Day:** All noon supervisory personnel who have a minimum of one (1) full school year of job experience shall be granted two (2) personal business days per year. This day must be used for matters of a personal nature, which cannot be attended to during non-working hours. A personal business day will not be allowed the day preceding or following a holiday observed by the school district. Arrangements for a personal business day must be made at least three (3) working days in advance, directly with the building principal or secretary, unless an emergency situation exists.

6. **Sick Leave (Personal Illness):** Full-time regular employees covered by this agreement shall be entitled to five (5) sick leave days per year, which may accumulate to a maximum of twenty (20) days. Employees will be informed twice each school year of their accumulated sick leave balance. When a noon hour supervisor resigns/retires from their employment with Tecumseh Public Schools; if that supervisor has been employed continuously for five (5) years or more and has accumulated sick time that supervisor will be compensated at the rate of \$11.45 per day at the time of their resignation/retirement.

7. **Bereavement Pay:** In the event of a death in the immediate family (spouse, child, sibling, parent, father-in-law, mother-in-law, or grandparent), the employee shall be entitled to five (5) days off, without loss of pay.

Revised: 3/23/07

SUBSTITUTES

Substitute noon supervisor's wage will be current contract rate for substitute pay. A listing of available substitutes will be maintained by the building principal and/or secretary. When a substitute is requested to report at a particular building, he/she will be expected to do so willingly, unless he/she has requested assignment in a specific building.

CLASSIFICATION

Noon supervisors' duties will be performed by noon supervisors only, and not by teachers, students, janitors, etc., unless qualified people are not available. The building principal shall provide each employee with specific job duties and responsibilities in writing at the beginning of the school year, and the necessary materials to carry out these duties. The principal shall review with the noon hour supervisor, at the beginning of each school year, the following procedures and shall take their input on these procedures:

1. Tornado safety
2. Fire exits
3. Property lines and play areas
4. Strangers/parents on playground wanting to take child(ren)
5. Injuries

WORKING HOURS

Each noon hour supervisor will be guaranteed a minimum of 1 1/4 (one hour and fifteen minutes) per day, and shall be assigned duties by the building principal. Any noon supervisor required to stay over his/her assigned hours will be paid at his/her regular rate of pay for that time. All noon supervisory personnel shall be assigned duties at the discretion of the building principal. For student control and safety purposes, the Board will strive to keep the maximum number of students that a noon supervisor is in charge of at one time to seventy (70), subject to district finances.

GRIEVANCE PROCEDURE

DEFINITION:

A grievance shall be an alleged violation, misinterpretation or misapplication of the expressed terms of this agreement.

Step One:

- A. An employee having a grievance shall first present it orally to the building principal, along with his or her representative, if the employee so chooses.
- B. If the grievance is not settled orally, the employee, within five (5) working days, may reduce the grievance to writing and indicate the alleged violation and remedy desired, and file same with the building principal, through his/her representative. The principal shall provide to the employee within five (5) working days his/her written response.

Step Two:

- A. If the problem is not solved within five (5) working days, the formal complaint may be presented to the representative and to the Superintendent for final action.
- B. The Superintendent shall render his/her final decision within five (5) working days.

PROBATIONARY PERIOD

All new noon supervisory personnel hired on a regular basis shall serve a probationary period of sixty (60) calendar days. To receive a regular assignment, a probationary employee must receive a satisfactory appraisal and be recommended by the immediate supervisor. During the probationary period, the employee shall be paid an hourly rate commensurate with the assigned classification and current contract rates.

SALARY SCHEDULE

2006-2007

Regular:	\$11.45
Substitute/Probationary:	\$ 9.73

LONGEVITY

Each employee covered by this Agreement who has worked five (5) consecutive, complete years of employment as a noon supervisor, shall be entitled to an additional fifteen cents (\$0.15) per hour. After seven (7) years, ten (10) years, fifteen (15) years and twenty (20) complete years of employment as a noon supervisory, there will be an additional fifteen cents (\$0.15) per hour increase for noon hour supervisors.

SENIORITY

Two times each contract year, there shall be distributed an updated seniority list from the personnel office. Said list shall not include the employee's social security number, but will include the building assignment.

TRAINING

There shall be annual, mandatory training for all noon supervisors. This training shall be paid for by the school district. Attendees shall be paid a stipend of \$65.00 dollars a day for 7 hours or more per day, not to exceed 8 hours. Anything below 7 hours will be pro-rated against the \$65.00 rate of pay. Noon hour supervisors shall be required to attend inservice training days, unless they receive advance written notice from administration not to attend.

DURATION OF AGREEMENT

This agreement shall continue in full force and effect until June 30, 2009.

SIGNATURES

Representatives-Noon Supervisors

Shirley Sawyer
Tec. Acres

Debbie Sutton
Sutton

Walter L. Follas
Patterson

Diana Lowe
Herrick Park

Middle School

High School

Dated this ____ day of March, 2007

Representatives-Board of Education

Mark D. Walsh

Mark J. Mica

Dated this 9th day of March, 2007