



MASTER AGREEMENT

BETWEEN

NORTH MUSKEGON BOARD OF EDUCATION

AND

**NORTH MUSKEGON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION,
MEA-NEA**

July 1, 2007 – June 30, 2009

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AGREEMENT

This Agreement is entered into this 8th day of December, 2003, by and between the NORTH MUSKEGON BOARD OF EDUCATION, hereinafter called the "Board," and the NORTH MUSKEGON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA-NEA, hereinafter called the "Association."

In consideration of the following mutual covenants, it is hereby agreed as follows:

1. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

2. 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established practice, policy, rule or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

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

4. In the event any provision of this Agreement is in conflict with any existing or future federal, state or local laws or regulations, the portion of the provision that is in conflict shall be rendered inoperative, and the Board shall take all actions necessary to comply with the pertinent laws or regulations. The remainder of this Agreement shall not be affected thereby.

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

ARTICLE 1

RECOGNITION

1.1. Bargaining Unit Defined. Pursuant to MERC Case No. R98 I-109, the Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of Michigan 1965, as amended, for all full-time and regularly-scheduled part-time Paraprofessional and Food Service employees; but excluding supervisors, confidentials, irregular employees, substitute employees and all other employees.

1.2. Definitions. For the purpose of the recognition granted the Association, unless otherwise expressed to the contrary, the following definitions shall be applicable when used in this Agreement:

Bargaining Unit Member	All employees represented by the Association in the bargaining unit as defined above. References to female bargaining unit members shall include male bargaining unit members and vice versa.
Academic-year Employee	A bargaining unit member who is regularly scheduled to work and whose employment follows the school calendar.
Full-year Employee	A bargaining unit member who is regularly scheduled to work on a twelve (12) month basis.
Substitute employee	An individual who is employed to fill a bargaining unit position for up to sixty (60) calendar days on a per diem basis while the regular bargaining unit member is absent or on approved leave; or, if a temporary vacancy exists; while the position is being posted and filled within the normal timelines. If an employee remains on an approved leave of absence beyond sixty (60) consecutive calendar days, the time period may be extended by mutual agreement.
Irregular employee	An individual who is employed on a per diem basis to augment the regular bargaining unit positions. Said individuals, by way of example, may be Paraprofessionals who fill augmented positions such as assisting on field trips or extra-curricular activities; and Food Service personnel who assist on Pizza Hut and G&L food days. Additional augmented positions may be established from time to time for purposes consistent with the above examples, but they shall not be used to replace a regular bargaining unit position.

ARTICLE 2

AGENCY SHOP

2.1. Dues and Service Fees. Each bargaining unit member shall, as a condition of employment:

- a. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association and pay dues, or
- b. Pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy.
 - (1) That Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee.
 - (2) 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 Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
 - (3) Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

2.2. Objections Policy. Pursuant to Chicago Teachers Union v. Hudson, 106 S.Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy and the Administrative Procedures (including the timetable for payment) pursuant thereto apply only to non-Association bargaining unit members. The

remedies set forth in that policy shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement or any other administrative or judicial procedure.

2.3. Dues Deductions. Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedure outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20) of such dues, assessments and contributions from the regular salary check of the bargaining unit member twice monthly for ten (10) months, beginning in September and ending in June of each year.

2.4. Payroll Deductions. Upon appropriate annual written authorization from the bargaining unit member, the Board shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Board-paid, credit union, savings bonds, United Way, MEA-PAC/NEA-PAC contributions, or any other plans or programs jointly approved by the Association and the Board.

2.5. Indemnification. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article 2, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- b. The Board cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

The Association agrees that, in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article 2, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE 3

BOARD AND ASSOCIATION RIGHTS

3.1. Board Rights. The Board retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States.

Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provision of this Agreement and under Act 379 of the Michigan Public Acts of 1965, as amended. The rights reserved exclusively herein by the Board shall include, but not be limited to, the right to:

- a. Manage and control the school's business, the equipment, the operations and to direct the working force and affairs of the District.
- b. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and right to establish, modify or change any work or business hours or days.
- c. The right to direct the working forces, including the right to hire, promote, suspend and discharge bargaining unit members, transfer bargaining unit members, assign work or extra duties to bargaining unit members, determine the size of the work force and to lay off bargaining unit members.
- d. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying out the work including automation thereof or changes therein.
- e. Adopt rules and regulations.
- f. Determine the qualifications of bargaining unit members, including physical conditions as they pertain to the job.
- g. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

- h. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- i. Eliminate job classifications, establish new classifications and change the work content of existing classifications.
- j. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- k. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- l. Determine the policy affecting the selection, testing or training of bargaining unit members.

3.2. Association Rights. The Association shall have the right to:

- a. Post official notices of Association business such as notices of Association meetings, elections and results of elections, and Association appointments at designated bulletin boards in each building or facility to which bargaining unit members may be assigned. The Board shall provide mailboxes for all bargaining unit members.
- b. Use and/or have access to Board facilities and equipment for reasonable purposes at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

3.3. No Strike Clause. The Association, its officers, agents, affiliates, members and employees, agree that there will be no strikes, (sympathy or any other kind), sit-downs, stoppages of work, slow-downs, withholding of services or any unlawful acts that interfere with the Board's operations. Any violation of the foregoing may be made a subject to disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation on the Board's right to any other remedy under law for such violation.

ARTICLE 4

DISCIPLINE AND DISCHARGE

4.1. Discipline and Discharge. Probationary bargaining unit members may be discharged for any reason, with or without cause, without recourse to the grievance procedure. Probationary bargaining unit members shall not be disciplined short of discharge without just cause. Non-probationary bargaining unit members shall not be disciplined or discharged without just cause.

4.2. Representation at Meetings. Upon request, a bargaining unit member shall be entitled to have present a representative of the Association during any investigatory meeting which will or may lead to disciplinary action against the bargaining unit member by the Board. When a request for such representation is made, the meeting will be delayed, but not more than five (5) work days until such representative of the Association is present.

4.3. Personnel Files. Each bargaining unit member shall have the right, upon request, to review the contents of her personnel file which were made part of the file after the date of her employment. The Board and the Association may have a representative present during the review. No student, parental or school personnel complaints will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1. Definitions.

- a. Grievance. A “grievance” is a claim that there has been a violation of any provision of this Agreement.
- b. Grievant. The “grievant” is the person or persons making the claim and may be a bargaining unit member or group of bargaining unit members.
- c. Work Days. The term “work days,” when used in this article, shall mean the days Monday through Friday, excluding any day that work is not scheduled for the grievant(s).

5.2. Failure to Comply - Time Limits. If the grievant fails to comply with the time limits specified herein at any step or the grievance is not appealed to the next step, the grievance shall be considered withdrawn. If the Board fails to comply with any time limit at any step, the grievance shall be allowed to pass to the next step in the grievance procedure. The parties may, however, agree in writing to extend the time limits at any step.

5.3. Right of Bargaining Unit Member to Have Grievance Adjusted. Nothing contained in this article shall be construed to prevent any individual bargaining unit member from presenting a grievance, appealing a grievance short of arbitration or having a grievance adjusted without intervention by the Association; provided that any such adjustment is not inconsistent with the terms of this Agreement and providing further that the Association has been given an opportunity to be present at such adjustment.

5.4. Grievance Procedure.

- a. Informal Procedure. A bargaining unit member who believes a grievance has occurred shall begin the grievance procedure by informally discussing the matter with her immediate supervisor within ten (10) working days from the date of the occurrence or the date the grievant should reasonably have known of the occurrence of the alleged violation of the Agreement with the object of informally resolving the matter. At the bargaining unit member's request, an Association representative may accompany the bargaining unit member at the informal discussion.

b. Formal Procedure.

- (1) Step One. If the complaint is not resolved informally, the grievant shall reduce the grievance to writing together with a proposed solution thereto and shall deliver a copy of the grievance to her immediate supervisor.

The grievance shall be filed no later than five (5) work days from the date of the informal meeting between the supervisor and grievant. The written grievance shall be titled "Statement of Grievance" and must include all of the following information:

- (a) The name of the grievant or grievants.
- (b) The names of other bargaining unit members who are known to be involved.
- (c) The number and title of any and all articles of this Agreement alleged to have been violated and, by appropriate reference, the sections and paragraphs of such articles alleged to have been violated.
- (d) A full statement of the facts giving rise to the grievance.
- (e) The contention of the grievant or grievants as to how the facts indicate violation of this Agreement.
- (f) The relief requested.

Within five (5) work days after receiving the grievance, the immediate supervisor shall deliver a written answer to the grievance to the grievant and the Association's designated representative either granting or denying it and, if it is denied, stating the reasons for denial.

- (2) Step Two. In the event the grievance is not satisfactorily resolved at Step One, the Association's designated representative, within five (5) work days of her receipt of the answer or within five (5) work days of the due date of the answer, may transmit the grievance in written form together with a proposed solution thereof to the Superintendent. Within ten (10) work days of the receipt of the grievance, the Superintendent shall meet with the Association's designated representative in an effort to resolve the grievance. The grievant, at his/her discretion, may be present at such meeting. Within five (5) work days of the above meeting, the Superintendent shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and, if it is denied, stating the reasons for denial.

- (3) Step Three. If the grievance is not resolved in Step Two, it may be appealed to the Board by the Association's designated representative within five (5) work days after the receipt of the Step Two answer or within five (5) work days of due date of the written answer in Step Two. Such appeal shall be in writing and delivered to the President or the Secretary of the Board and shall state the reasons for the appeal and shall be accompanied by copies of the grievance chain (grievance, attachments, answers). The Board, at the next regular meeting following receipt of the grievance by the Secretary of the Board, will consider the grievance and will give its answer in writing within ten (10) work days after the date of such regular meeting.
- (4) Step Four. Arbitration. In the event the answer by the Board is not satisfactory to the Association, then within thirty (30) calendar days following the date of receipt of the Board's answer, the Association only, and not an individual bargaining unit member, may file a demand for arbitration of the dispute to the American Arbitration Association with a copy of the demand delivered to the Superintendent, all pursuant to the following rules and conditions:
- (a) The grievance shall relate solely to the application and interpretation of the terms and conditions of this Agreement.
- (b) The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement and he/she shall have no authority to hear or rule upon any of the following:
- Any matter involving the Board's discretion in the expenditure of funds for capital outlay;
 - The fixing or establishment of any salary schedule;
 - The termination of or decision not to reemploy any probationary bargaining unit member;
 - The evaluation of a bargaining unit member, unless it is a claim of failure to follow established procedures or the evaluation is being used to justify a disciplinary action or discharge.

- (c) The decision of the Arbitrator on an arbitrable matter within his/her jurisdiction shall be final and binding.
- (d) Upon receiving a list of arbitrators from the American Arbitration Association, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, he/she shall be selected by the rules of the American Arbitration Association. The parties shall be bound by the rules of the American Arbitration Association.
- (e) Only one grievance shall be heard by an arbitrator at any one appointment.
- (f) The costs and expenses of the arbitrator shall be shared equally by the parties.
- (g) Any grievance not taken to arbitration within the above-stated time limits shall be deemed settled based upon the Board's last answer.

5.5 Expiration of Agreement. Notwithstanding the expiration of this Agreement, any claim or grievance that arose prior to its expiration may be processed through the grievance procedure until resolution.

ARTICLE 6

WORKING CONDITIONS

6.1 Probationary Period. New bargaining unit members hired or transferred into the bargaining unit shall be considered on probation until they have worked sixty (60) working days. After the probationary period, the bargaining unit member shall be entered on the seniority list as of the first date of work in the bargaining unit.

6.2 Overtime Pay. Time and one-half will be paid for any time worked over eight (8) hours in one day or over forty (40) hours in one week.

6.3 Additional Work. Time worked beyond the regularly scheduled hours shall be voluntary to the extent possible. All hours worked beyond the regular schedule shall be paid time if required and approved by the supervisor. In an emergency situation requiring that extra time be worked, the Board shall first seek volunteers from within the affected classification. In the event that adequate help is not volunteered, the Board may assign extra time within a classification, or if adequate help is still not available, within the other classifications, beginning with the least senior employee available. Assignment exceptions may be made for an individual employee in extenuating circumstances.

Paraprofessionals understand that meetings, parental conferences, IEP's, etc., outside of the school day may from time to time be necessary. Every effort will be made to keep such meetings to a minimum and to cooperatively schedule such meetings with the employee. In the event an IEP meeting extends beyond the regularly scheduled hours, the paraprofessional will be paid his/her normal hourly rate for attending such meetings.

6.4 Time Clock. All bargaining unit members may be required to punch a time clock or complete a time card, including punching out or noting whenever they leave the building during normal working hours.

6.5 Planning Time. Effective January 1, 2004, Special education paraprofessionals shall be provided with thirty (30) minutes of planning time per week, outside the workday, after submission of a planning log.

6.6 Emergency Situations. If a bargaining unit member is called in for emergency purposes outside of her regular shift, the bargaining unit member shall be guaranteed at least one (1) hour's pay.

No bargaining unit member is permitted to leave her work assignment during her regular hours or overtime, except in an emergency, without permission of the principal or Superintendent.

6.7 Inclement Weather. In the event that scheduled student attendance days are canceled due to inclement weather or other physical conditions, bargaining unit members shall

not be required to report to work and shall suffer no loss of pay for the time lost as a result of the first thirty (30) hours lost during the school year. On days of inclement weather or other physical conditions where bargaining unit members are directed to leave work early or report late by the Superintendent or his/her designee, the bargaining unit members shall receive their normal day's pay.

6.8. Breaks. Bargaining unit members regularly scheduled to work in excess of four (4) hours per day shall be entitled to the following breaks:

a. Paraprofessionals.

- (1) An unpaid duty-free lunch period of the same duration as the teaching staff. Paid break times of 15 consecutive minute's duration will be provided in accordance with the building schedule.

b. Food Service.

- (1) Between four (4) and Six (6) Hours Per Day Bargaining Unit Members: A 15- consecutive minute paid duty-free break per day.
- (2) Six (6) Hours or More Per Day Bargaining Unit Members: An unpaid thirty (30) minute duty-free lunch plus a fifteen (15) consecutive minute paid duty-free break.

6.9. In-Service Training. The registration/tuition fees for in-service training that is approved in advance by the Board shall be paid by the Board. Bargaining unit members who are required to attend in-service meetings shall be paid their regular hourly rate for those hours for which in-service training occurs, unless such time results in an excess of eight (8) hours in one day or forty (40) hours in one week, in which case the overtime rate will apply.

6.10 Fingerprinting. If a new employee has paid for fingerprinting, he/she shall be reimbursed for all costs associated with the fingerprinting and registration(s) upon successful completion of the probationary period.

6.11. Multiple Classifications. A bargaining unit member working in more than one (1) classification or holding two (2) part-time positions within one (1) classification shall:

- a. Be paid at each classification's rate for the respective work;
- b. Receive benefits as though all hours of work were performed in a single job or classification.

6.12. Reimbursement for Cost of Certificates/Tuition Reimbursement. The Employer shall reimburse each employee for all costs and/or fees assessed for the application, addition, renewal and/or reinstatement of any professional certificate, permit, authorization, endorsement, and/or approval; or for coursework, conferences, or workshops-insofar as each or

any of these activities pertain to the employee's current assignment; or to a position within the bargaining unit to which the employee may aspire-which may be required by the Michigan Department of Education, the Intermediate School District, or other authorizing agency, to a maximum of Two hundred Fifty Dollars (\$250.00) per employee during any one fiscal year.

6.13. Student Discipline. The Board shall reasonably support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas.

6.14. Medication. No bargaining unit member shall be required to dispense or administer medication or medically-related procedures, except that during a field trip, a paraprofessional may be required to dispense or administer medication if a student needing medication cannot be assigned to the same small group the student's teacher is chaperoning. No employee will be required to perform diapering, unless part of her regular assignment.

ARTICLE 7

SENIORITY

7.1 **Seniority Defined.** Seniority shall mean the length of uninterrupted service with the school district since the bargaining unit member's first day of work in the bargaining unit.

In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by the final four digits of the affected individuals' social security numbers ranked among those tied from the highest four-digit number through the lowest four-digit number.

7.2. **Probation.** Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be sixty (60) work days.

7.3. **Classifications.** For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:

Classification I: **Paraprofessional**

Pay Class I:

Regular Education

Pay Class II:

Special Education

Title I Aide

Pay Class III:

Technology Aide

Classification II: **Food Service**

Pay Class I:

Kitchen Aide

Noon Aide

Pay Class II

Assistant Cook/Cashier

Pay Class III

Cook/Cashier*

*Incumbent cashier only

7.4. **Seniority List.** The Board shall prepare and submit to the Association by October 1 of each year a Seniority List showing the names, last date of hire or transfer into the bargaining unit, computed seniority, and job title for all members of the bargaining unit. The Board shall keep the Seniority List up to date and shall provide the Association with updated copies in

sufficient quantity for distribution to all bargaining unit members. During the yearly period, the Board will advise the Association President of any changes in the Seniority List in writing within ten (10) work days after said changes. All changes, additions or deletions within the bargaining units shall be communicated to the Association President in writing within 10 days of the modification.

7.5. Seniority Frozen. Seniority shall be frozen for a bargaining unit member upon transfer to a non-bargaining unit position within the North Muskegon Public Schools or upon taking an unpaid leave of absence in excess of thirty (30) calendar days. If that bargaining unit member later returns to a bargaining unit position, she shall pick up her seniority from where it was frozen when she left the bargaining unit. No seniority will be given for the time she worked in the non-unit position.

7.6. Seniority Lost. A bargaining unit member shall lose her seniority for the following reasons:

- a. If the bargaining unit member quits or retires;
- b. If the bargaining unit member is discharged and the discharge is not reversed;
- c. If the bargaining unit member is absent from work for three (3) consecutive working days without an acceptable excuse or without notifying the Board;
- d. If the bargaining unit member fails to report for work on the required date for return from an approved leave of absence or disciplinary suspension;
- e. If the bargaining unit member is on layoff status for a period of eighteen (18) consecutive months;
- f. If the bargaining unit member fails to report to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement;
- g. Loss of license or certificate that is required to perform the job function.

Exceptions to c, d and f above due to extenuating circumstances may be made by the Superintendent or designated representative.

ARTICLE 8

VACANCIES AND TRANSFERS

8.1. Vacancy Defined. A vacancy shall be defined as:

- a. A newly created bargaining unit position that the Board intends to fill.
- b. An existing bargaining unit position that the Board intends to fill after all transfers have been accommodated.
- c. A change in building assignment for a paraprofessional who is assigned to a particular student, or a food service employee who is transferred to the same job in a different building, shall not be considered vacancies.

8.2. Vacancy Posting. Whenever a vacancy occurs within the bargaining unit, the Board shall publicize the same by placing written notice of the vacancy in the main office of each building and near each time clock in the school district for a period of five (5) workdays. The notice of the position shall include the job title, location, hours of employment, rates of pay, starting date and qualifications necessary to perform the job. The Board may temporarily fill the open position until the position has been filled under this procedure. During the summer months when school is not in session, an employee may request that postings be mailed to her home address. Copies of all postings shall be placed in the mailbox of the Association President during times school is in session, and mailed to her home address during periods when school is not in session.

8.3. Award of Vacancies. Any bargaining unit member may apply for any posted vacancy. The most senior bargaining unit applicant in the same classification as the vacancy shall be awarded the vacancy. If no bargaining unit members from the classification of the vacancy apply, the bargaining unit member applicant who, in the opinion of the Board, is most qualified shall be awarded the vacancy. If two or more bargaining unit member applicants are considered by the Board to be equally qualified, the most senior shall be awarded the position. If no bargaining unit member applies, or no bargaining unit member applicants are considered by the Board to be qualified to fill the position, it may be filled by a new hire.

8.4. Notification. Within ten (10) workdays after the expiration of the posting period, the Board shall make known the status of its decision as to who has been selected to fill a posted position. The Association President shall be notified as soon as practicable of who is awarded the vacant position.

8.5. Trial Period. Any successful applicant for a vacancy shall have a trial period of twenty (20) working days on the job. If the bargaining unit member is not performing satisfactory service, the Board has the right to re-assign the bargaining unit member back to

his/her former position at any time during the trial period. During the first ten (10) working days of the trial period, a bargaining unit member may elect to return to where she came from.

8.6. Transfers.

- a. Temporary. The Board reserves the right to temporarily transfer bargaining unit members in order to meet its operational needs. A bargaining unit member temporarily transferred shall receive the minimum rate of pay for the classification to which she is transferred or the rate of pay of her regular classification, whichever is higher. Assisting or substituting for another bargaining unit member, or performing a task to aid the efficiency of a department on an intermittent basis for a period of 2 hours shall not constitute a transfer.
- b. Involuntary. The involuntary permanent transfer of a bargaining unit member by the Board shall be made only after a meeting between the bargaining unit member and her supervisor, at which time the bargaining unit member shall be notified of the reasons for the transfer. An involuntary permanent transfer will not result in a loss of wages, hours or benefits to a bargaining unit member.

ARTICLE 9

LAYOFF AND RECALL

9.1. Layoff Defined. “Layoff” shall mean a reduction in the work force.

9.2. Layoff Notice. The Board shall provide an affected bargaining unit member with at least ten (10) work days’ notice of her layoff if it occurs during the school year and at least ten (10) calendar days’ notice before the first scheduled student day.

9.3. Layoff and Recall Procedure.

- a. In the event that a bargaining unit member's position is eliminated or reduced, or the bargaining unit member is bumped, said bargaining unit member shall have the right to bump the bargaining unit member with the least seniority among those bargaining unit members with equal or more scheduled work hours in the classification; provided that said bargaining unit member is qualified for the position.
- b. Only if no position is available with equal or more scheduled work hours in the classification for which the employee is qualified and for which she is more senior, said bargaining unit member shall have the right to bump the bargaining unit member with lower seniority among those bargaining unit members whose number of work hours in the classification most closely aligns with her original hours; provided that said bargaining unit member is qualified for the position.

The bargaining unit member shall have no more than two (2) work days after receipt of her layoff notice or schedule reduction notice to notify the Board in writing of her intention to exercise her right to bump, and the specific position which she intends to bump. If the employee fails to exercise her right to bump within two workdays under this article, she shall be laid off.

If the employee exercises her right to bump under this article, the Board shall notify the bargaining unit member within two (2) workdays to verify the effective starting date for the position, and follow up said notification in writing as soon as practicable.

- c. When a vacancy occurs, bargaining unit members in the classification who are on layoff shall be recalled in the following order:
 - (1) Laid off bargaining unit members in the classification of the vacancy in the order of most seniority first;

- (2) Laid off bargaining unit members not in the classification of the vacancy in the order of most seniority first, provided that the bargaining unit member is qualified for the job;
- (3) In no case shall a new employee be hired by the Board while there are laid-off bargaining unit members who are qualified for a vacant or newly-created bargaining unit position.

d. Notice of Recall.

- (1) Notices of recall shall be sent by certified mail to the last known address as shown on the Board's records. It shall be the bargaining unit member's responsibility to keep the Board notified as to her current mailing address.
- (2) The recall notice shall state the time and date (a minimum of ten (10) working days after the date of the notice of recall) on which the bargaining unit member is to report back to work. A recalled bargaining unit member shall be given three (3) workdays from receipt of notice to notify the Board of her intent to return to work. The Board may request a bargaining unit member to voluntarily return to work earlier than the date specified to return to work.
- (3) The Board may fill the position on a temporary basis until the recalled bargaining unit member reports for work.
- (4) Bargaining unit members recalled to positions with equal or more scheduled work hours as the positions from which they were laid off and for which they are qualified are obligated to take said work. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid off shall not affect her rights to recall to an equivalent position.
- (5) Recall rights under this contract shall expire after eighteen (18) months.

9.4. Substitute Priority. A laid-off bargaining unit member shall, upon written application, be granted priority status on the substitute list according to her seniority. If used as a substitute, the bargaining unit member will receive her pre-layoff regular rate of pay but no other benefits. The return of the bargaining unit member to work on a substitute basis shall not be considered a recall from layoff and does not constitute a break in the layoff for the purpose of Article 7.6, Section e.

ARTICLE 10

EVALUATIONS

10.1. Evaluation Frequency. Evaluations will be done each year, except for bargaining unit members with less than six (6) months' seniority.

10.2. Evaluation Procedure.

- a. Bargaining unit member evaluation shall be by observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work.
- b. The building administrator and/or other designated North Muskegon administrator is responsible for completing the evaluation by May 30th of each year. If an outside evaluator is utilized, it must be done in conjunction with a North Muskegon administrator. For paraprofessionals, the assigned teacher may contribute to the contents of the evaluation.
- c. 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)."
- d. A copy of the evaluation will be given to the bargaining unit member within five (5) work days following May 30th.
- e. Completed evaluation forms and all accompanying responses will be placed in the bargaining unit member's personnel file.
- f. If no evaluation is completed for an employee during a fiscal year, the performance of that employee will be considered to be satisfactory.

ARTICLE 11

LEAVES OF ABSENCE

11.1. Definitions. "Immediate family" shall mean spouse, parent, stepparent, child, stepchild, sister, brother, grandchild, grandparents, brother/sister-in-law, mother/father-in-law, son/daughter-in-law, or any other medically or legally dependent relative residing in the employee's home.

11.2. Paid Sick Leave Accumulation. Each bargaining unit member shall accrue paid sick leave at the rate of seven (7) days per year (July 1 - June 30), with unlimited accumulation. Bargaining unit members who are initially employed or transfer into the bargaining unit after September 1 shall be granted for the balance of that school year seven tenths (7/10) of one sick leave day as there are full month remaining in the year. For purpose of this Article, a "day" is equal to the number of regularly scheduled hours the bargaining unit member works during a work week divided by five (5). A statement of accumulated leave days will be provided at the beginning of each school year.

11.3. Paid Sick Leave Days May Be Used As Follows:

- a. Personal Sick Leave. Bargaining unit members may use available leave time as necessary to recover from a personal illness or injury. The Board may require a physician's certificate to verify the illness or injury for - absences of three (3) days or more.
- b. Illness/Injury in Immediate Family. Bargaining unit members may use up to three (3) paid leave days per year (non-accumulative) for illness or injury in the immediate family.
- c. Workers' Compensation. Absence due to an injury or illness incurred in the course of the bargaining unit member's employment and covered by workers' compensation shall not be charged against the bargaining unit member's sick leave days except as desired by the bargaining unit member to fill the difference between her normal net salary (gross salary less all deductions for federal, state and local taxes) and the monetary benefits received under the Michigan Workers' Compensation Act.

11.4. Other Paid Leave. Leaves allowed under Article 11.4 below shall not be deducted from accumulated paid leave.

- a. Jury or Witness Duty. For absence caused by required jury duty or court/administrative hearing appearance as a witness for the Board in any case connected with employment with the district, the bargaining unit member will be compensated the difference between daily wages reflecting a normal work schedule for that bargaining unit member and the jury or witness fee.

- b. Bereavement Leave. In addition to the paid leave days above, bereavement leave will be granted for up to three (3) consecutive working days, per occurrence, for death in the immediate family. (not to exceed 4 occurrences per school year). It is expected that bereavement leave will be utilized for the purpose of attending to the needs of the family in the event of such loss and for attending the funeral/memorial service. Such leave may not be used for the purposes of vacation, recreation or other reason. Verification may be required.

- c. Personal Leave. The equivalent of three (3) days per year may be used for personal business. Personal days do not accumulate, it being understood that an employee may use no more than two (2) personal leave days in one fiscal year. Personal leave shall be used only for business that cannot be handled outside of usual working hours and shall not be used for recreational purposes. Application for personal leave must be made in writing 24 hours in advance. Permission must be received from the Board or building principal.

11.5. Leaves of Absence Without Pay

- a. Family and Medical Leave Act. The Board will provide covered bargaining unit members up to twelve (12) weeks of unpaid job-protected leave for certain family and medical reasons. Bargaining unit members who have worked for the Board for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 (“FMLA”) and its published regulations. The provisions of this section shall prevail in any case of conflict with any other provision of this Agreement, except where the contractual provisions in conflict exceed that of the FMLA.

(1) Purpose of Leave - Unpaid leave may be granted for any of the following reasons:

- (a) To care for the bargaining unit member’s child after birth or placement for adoption or foster care;
- (b) To care for the bargaining unit member’s spouse, son, daughter or parent who has a serious health condition; or
- (c) For a serious health condition that makes the bargaining unit member unable to perform her job.

- (2) Notice Certification. When the need for leave is foreseeable, bargaining unit members are required to provide thirty (30) calendar days' advance notice. When not foreseeable, bargaining unit members are required to provide notice of the need for leave as soon as practicable. Failure to provide appropriate notice may result in the denial of leave. The Board will require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at the Board's expense) and a fitness for duty report to return to work.
 - (3) Coordination With Other Forms Of Leave And Time Off. All time off work which meets the definitions under FMLA will be charged against the yearly FMLA allowance.
 - (4) To the extent that matters arise pertaining to the FMLA which are not addressed by the above provisions, the parties agree that the Board shall have the right to develop, approve and implement policies which comply with the FMLA and are not contrary to or inconsistent with the terms of this Agreement.
- b. Other Unpaid Leaves. Upon application by a bargaining unit member, a leave of absence without pay or fringe benefits may be granted for the following reasons:
- (1) Illness - physical or mental; and
 - (2) Education; and
 - (3) Other reasons if approved by the Superintendent.

A request for an unpaid leave of absence shall include the reason for the leave along with the anticipated beginning and ending date of the leave. All such leaves may be granted for up to one (1) year and may be extended by mutual agreement. In the case of leaves granted for physical or mental reasons, the Board may require certification to verify the employee's fitness for duty, and may require (at Board expense) a second opinion, or in the case of conflicting certifications, the Board, at its expense, may require a third opinion.

11.6. General.

- a. Seniority. During a paid leave, seniority shall accumulate. During an unpaid leave seniority accumulation shall not exceed sixty (60) days, at which time seniority shall be frozen.
- b. Pay Grade. A bargaining unit member returning from either a paid or unpaid leave of absence shall be placed at the experience (pay) level one

step above (if available) the experience (pay) level she had attained prior to the leave, provided she was actively employed for at least ninety (90) days during the year prior to her leave. (Article 13.2.a).

- c. Return From Leave. At the conclusion of the leave, the bargaining unit member shall be returned to her former position unless it is being held by a bargaining unit member with more seniority or her former position has been eliminated, in which case the returning bargaining unit member shall be treated as if her position has been eliminated pursuant to Article 9.

ARTICLE 12

FRINGE BENEFITS

12.1. Payroll Deduction/Salary Reduction Plan. The Board shall allow bargaining unit members at their own expense to participate in MESSA insurance programs not paid for by the Board (in whole or in part) provided MESSA allows such participation. The Board shall provide an Insurance Salary Reduction Plan to allow bargaining unit members to purchase insurance benefits with pre-tax dollars. New employees as of June 30, 2007, working two or less hours per day will not be eligible for any fringe benefits under article 12.2, 12.3 or 12.4.

12.2 Vision Insurance. The Board shall provide without cost to each bargaining unit member MESSA Vision Services Plan VSP-S Gold self-only coverage.

12.3 Life Insurance and Accidental Death & Dismemberment. The Board shall provide a MESSA life insurance benefit in the amount of \$20,000 with accidental death & dismemberment coverage.

12.4 Dental Insurance. The Board shall provide without cost to each bargaining unit member who is regularly scheduled to work twenty (20) hours per week or more, 90/60/60 self-only dental insurance.

12.5 Retirement. Upon retirement from the North Muskegon Public Schools, the bargaining unit member shall be paid an amount equal to Three Dollars (\$3.00) times the number of accumulated paid leave hours she has earned to a maximum of Two Thousand Dollars (\$2,000.00). To qualify, the bargaining unit member must be eligible to retire under the Michigan Public School Employees Retirement System and must resign her position with the District.

12.6 Christmas Bonus. A Christmas bonus shall be paid the last payday before Christmas based on the following:

15-20 hours per week - \$50

21 hours or more per week - \$75

ARTICLE 13

WAGES

13.1. Salary Schedule.

- a. Step Adjustments. All step advancements shall occur on the first day of work of each new school year. To achieve a step advancement, a bargaining unit member must have been actively employed in her current classification for no less than ninety (90) work days the prior school year. There shall be no fractional step adjustments.
- b. Placement. The Board shall place each person hired or transferred into this bargaining unit at the step it determines appropriate based on the person's training or prior experience specific to the job.

13.2 Regular Education Aide Salary Schedule.

Effective July 1 each school year:

<u>Step</u>	<u>2007/2008</u>	<u>Step</u>	<u>2008/2009</u>
1	9.62	1	9.86
2	9.92	2	10.17
3	10.21	3	10.46
4	10.53	4	10.79
5	10.83	5	11.10

13.3 Special Education/Title I Aides Salary Schedule.

Effective July 1 each school year:

<u>Step</u>	<u>2007/2008</u>	<u>Step</u>	<u>2008/2009</u>
1	10.07	1	10.32
2	10.38	2	10.64
3	10.70	3	10.97
4	11.01	4	11.28
5	11.33	5	11.61

13.4 Class III Technology Aides

<u>Step</u>	<u>2007/2008</u>	<u>Step</u>	<u>2008/2009</u>
1	13.14	1	13.47
2	13.47	2	13.81
3	13.82	3	14.16
4	14.15	4	14.50
5	14.50	5	14.86

Food Service Salary Schedule.

Effective July 1 of each school year:

	<u>2007/2008</u>	<u>2008/2009</u>
Kitchen Aide	11.00	11.27
Noon Aide	11.56	11.85
Assistant/Cook/Cashier (new)	11.45	11.74
Cook/Cashier*	11.90	12.20
*Incumbent cashier only		

(Note: The probationary rate for Food Service employees shall be \$1.00 per hour less than the posted rates.)

ARTICLE 14

HOLIDAYS

- 14.1 All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday will replace the day.

2005 and thereafter

Thanksgiving Day

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

ARTICLE 15

DURATION OF AGREEMENT

This Agreement shall be effective on the date this Agreement is ratified by both parties unless otherwise specifically provided for in this Agreement, and shall continue in effect until the 30th day of June, 2009.

Copies of this Agreement shall be printed at the expense of the Board, within thirty (30) days after the Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the Board. In addition, the Board shall provide the Association with five (5) extra copies of the Agreement without charge to the Association.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this 8th day of October, 2007.

NORTH MUSKEGON
BOARD OF EDUCATION

NORTH MUSKEGON EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
MEA-NEA

By _____
Mike Poulin, President of the Board

By _____
President

And _____
William Meier, Board Treasurer

And _____
Bargaining Team Member

And _____
John Weaver, Superintendent

And _____
Bargaining Team Member

And _____
Bargaining Team Member

And _____
Bargaining Team Member

And _____
Bargaining Team Member

And _____
Uniserv Director

Date: _____

Date: _____

