

**2008-09 through 2010-11**

**MASTER AGREEMENT**

**between the**

**St. Joseph County ISD**

**and the**

**Michigan Education Assistants Association (MEAA)**

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# COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made as of the date hereinafter set forth by and between the ST. JOSEPH COUNTY ISD, St. Joseph County, Michigan, acting by and through its BOARD of Education (hereinafter called the "BOARD") and the SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION, (hereinafter called the "SMEA"), representing the bargaining unit called the MICHIGAN EDUCATION ASSISTANTS ASSOCIATION, (hereinafter called the "Association" or "MEAA").

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

## ARTICLE 1

### PURPOSE

- 1.1 **Purpose.** The general purpose of this agreement is to set forth terms and conditions of employment and to promote an orderly and positive relationship between the BOARD and the Association.
- 1.2 **Statement of Intent.** It is the intent of the MEAA to work cooperatively with the St. Joseph County ISD BOARD in this time of educational change and restructuring. We recognize the need to find innovative and creative methods of providing quality services to the students and constituents of the district necessary to maintain the mandated continuum of services.

## ARTICLE 2

### RECOGNITION

- 2.1 Recognition.** The Southwestern Michigan Education Association (SMEA) has been certified by the Michigan Employment Relations Commission as the collective bargaining representative for the bargaining unit called the Michigan Education Assistants Association (MEAA). The SMEA has designated MEAA as its representative for the purpose of contract administration. The BOARD recognizes the Association as the sole and exclusive collective bargaining representative of all full time and part-time non-probationary Assistant Teachers, but excluding supervisors, professional, substitutes and/or other employees employed by the St. Joseph County ISD for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

## ARTICLE 3

### BOARD RIGHTS

- 3.1** The BOARD, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, and authority and the exercise thereof conferred upon and vested in it by the Laws and the Constitution of the State of Michigan, and of the United States. Such rights shall include, by the way of illustration, the right to:
- A. Administer and control the district's facilities and equipment, and direct the operations of the district.
  - B. Make assignments, direct the work of all its personnel, and determine the hours of service and starting times.
  - C. Establish or modify any conditions of employment except those covered by provisions of this Master Agreement.
  - D. Determine and provide the services, equipment and supplies necessary to continue its operation.
  - E. Adopt rules and regulations.
  - F. Determine and specify the qualifications/specified skills and experience of employees.
  - G. Determine the number and location or relocation of its facilities.
  - H. Determine the financial policies, including all accounting procedures.
  - I. Determine the policies pertaining to public relations.
  - J. Determine the administrative structure, its functions, authority, and the amount of supervision.
  - K. Determine the criteria for the selection, evaluation, and/or training of employees.

## ARTICLE 4

### ASSOCIATION RIGHTS

- 4.1 The "Association" and its representatives shall have the right to use ISD buildings at all reasonable hours for meetings, provided that when special custodial service is required, the BOARD may make a reasonable charge. No charge shall be made for use of instructional rooms before commencement of the scheduled workday or until 6:00 p.m.
- 4.2 The BOARD agrees that employees in the bargaining unit can use appropriate meeting room facilities and utilities with approval of the Administration for the purpose of holding meetings of the Association or conducting Association business. In the absence of a maintenance person the Association is responsible for making sure that the building is left locked, reasonably clean, and in the original condition except for normal use.
- 4.3 The Association as the exclusive representative of employees within the bargaining unit described in this agreement may request to use and/or have access to ISD facilities and equipment, including computers, printers, copy machines, overhead projectors, and audio-visual equipment 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.
- 4.4 The Association shall have the right to post notices of activities and matters of Association concern on a designated bulletin board, one provided in each building or facility to which bargaining unit members may be assigned. The Association may use the internal document delivery service of the BOARD, without U.S. Postage, including GroupWise and employee mailboxes for communicating to bargaining unit members.
- 4.5 The BOARD agrees to furnish to the Association in response to reasonable requests public information concerning its financial resources and expenditures, including but not limited to: annual financial reports and audits; names and addresses, seniority, and experience credit of all bargaining unit members; compensation paid thereof and educational background; all budgetary information and allocations; agendas, minutes, and reports of all ISD BOARD meetings; census and membership data; and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs or proposals on behalf of the bargaining unit members. The Association shall provide to the BOARD requested information as will assist the BOARD in negotiations and grievance processing.
- 4.6 At the beginning of every school year, the Association shall be credited with a total of thirty-five (35) hours, provided such time is taken at a minimum of 3 hour increments to be used by unit members who are officers or agents of the Association; provided, however, that the Association shall reimburse the BOARD for substitutes, if needed, at the current substitute rate for use over twenty (20) hours. Association leave shall be limited to no more than 2 employees per day. The Association President agrees to notify the BOARD in writing no less than forty-eight (48) hours in advance of taking such leave identifying the individual to be on leave. The Association shall reimburse on current basis the BOARD 100 percent of the amounts paid to Michigan Public School Employees Retirement System (MPSERS) which relate to the time a member is on Association leave.

## ARTICLE 5

### WORKING CONDITIONS

- 5.1 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. The BOARD shall provide adequate lounge and restrooms for bargaining unit members' use at school. Work sites off the school grounds will be surveyed and appropriate accommodations made prior to assignment of staff.
- 5.2 Bargaining unit members may use such physical force with a student as is necessary to protect themselves or other staff members as allowed and permitted by State Statute.
- 5.3 Bargaining unit members shall be reimbursed at the current IRS rate for any mileage while conducting school business in their own vehicles. Any mileage accumulated that is in excess of traveling to the normal worksite will be reimbursed for Professional Development.
- 5.4 The BOARD shall provide without cost to the bargaining unit member first aid kits which may include rubber gloves, goggles, shields, and emergency first aid items. Additional safety equipment may be requested of the BOARD as the situations may deem necessary.
- 5.5 The BOARD may provide in-service training sessions for members of the bargaining unit. Such sessions shall be held at reasonable times and bargaining unit members may provide input on in-service topics.
- 5.6 Any training/certification required by law or BOARD policy to perform a bargaining unit member's duties will be provided, fully paid, by the district. This provision excludes any reimbursement for elective coursework and college coursework that may become required due to future changes in any state or federal law.
- 5.7 The BOARD will pay for in-service held outside the regularly scheduled hours at the current hourly rate beyond seven (7) hours and thirty-five (35) hours per week.
- 5.8 Any instance of assault upon an employee while in the performance of his/her duties that are reported to law enforcement shall be promptly reported to the BOARD or its designated representative. The BOARD may provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault.

The BOARD shall assist the employee to obtain an investigation, prosecution and disposition of the matter by the proper law enforcement authorities. Any civil suits shall be pursued solely by the employee in his/her individual capacity without the assistance of the BOARD.

The BOARD shall reimburse an employee for loss, damage or destruction of his/her personal property up to \$200 as a result of a reported assault, if not covered by the employee's personal insurance.

## ARTICLE 6

### BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

- 6.1** Nothing contained in this Agreement shall be constructed 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.
- 6.2** 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, provided such activity does not interfere with the operation or efficiency of school.
- 6.3** The BOARD agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, religion, color, national origin, age, gender, marital status, height, weight, disability, or place of residence.
- 6.4** No bargaining unit member shall be disciplined without reasonable and just cause.
- 6.5** 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 BOARD.
- 6.6** A bargaining unit member will have the right to review the contents of all records of the BOARD pertaining to said bargaining unit member originating after initial employment 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 qualified supervisory personnel or as required by law.
- 6.7** A bargaining unit member will be given notification in advance of the release of any information from their personnel file requested under the Freedom of Information Act. The member will be provided the opportunity to review the contents before the release of any information and may request MEAA representation in this review. Information released will comply with the Freedom of Information Act and the Bullard-Plawecki Employee Right to Know Act.
- 6.8** No material, including but not limited to student, parental, or school personnel 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. Complaints against the bargaining unit member shall be put in writing with names of complainants, administrative action taken, and remedy clearly stated. 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. When material is to be placed in a bargaining unit member's file the affected bargaining unit member shall 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.

**6.9** The general tenets of progressive discipline will be followed. The steps are:

1. Verbal Warning
2. Written Warning
3. Written Reprimand
4. Suspension
5. Termination

Serious infractions may result in immediate termination.

## ARTICLE 7

### VACANCIES, TRANSFERS, AND SUMMER SCHOOL

- 7.1 A vacancy is a position previously held by an employee or a newly created position which the BOARD intends to fill.
- 7.2 All vacancies shall be posted on the designated bulletin boards in each building of the district for a period of at least five (5) workdays. Said posting shall contain the following information:
- (a) Type of work
  - (b) Location of work
  - (c) Starting date
  - (d) Rate of pay per Master Agreement
  - (e) Hours to be worked
  - (f) Minimum requirements and/or specific skills
  - (g) Application deadline
- 7.3 Interested bargaining unit members must apply in writing to the superintendent, or designee, within the posting period. The BOARD shall notify each bargaining unit member of any bargaining unit vacancies occurring when school is not in session by U.S. mail, to his/her last known address and the posting period shall be open for 7 business days for such vacancies that occur when school is not in session.
- 7.4 Vacancies shall be filled from within the bargaining unit on the basis of the supervisor's recommendation to the Superintendent, considering specified skills and experience, seniority, and ability to perform the job.
- 7.5 Within ten (10) workdays after the position has been filled, each applicant shall be notified in writing. The Association President will be notified in writing of all postings and as to which applicant has been hired.
- 7.6 Prior to assigning a transfer, the BOARD will meet with the bargaining unit member affected by the transfer for his/her input and reaction to such a move.
- 7.7 Bargaining unit members shall not be placed on a lower step wage scale due to transfer.

### INVOLUNTARY TRANSFERS

- 7.8 The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause. At a minimum an employee will receive five (5) workdays notice of an involuntary transfer. Prior to the effective date of an involuntary transfer, the Administration will, upon request, meet with the bargaining unit member affected by the transfer for his/her input and reaction to such a move.

## **SUMMER SCHOOL**

- 7.9** Summer school opportunities will be posted by the last Monday in March. A written request of interest deadline from Assistant Teachers will be by 4:00 p.m. the third (3rd) Monday in April. Vacancies will be filled by the first (1st) Monday of May using the following prioritized criteria:
1. Assistant Teachers that are currently working in the program that school year.
  2. Assistant Teachers with work experience during the previous 3 school years in the classroom that is open for summer school.
  3. Seniority of the bargaining unit member.

## ARTICLE 8

### WORK YEAR, WORK WEEK, WORK DAY

- 8.1** The work year will be consistent with adopted ISD staff calendar, for performance of regular assigned responsibilities, except for those employees who may be employed to work additional days. For 2008-09, the following work days for assistant teachers were added to the BOARD-adopted calendar: August 28, 2008 (full day) and June 9, 2009 (a.m. – they were already scheduled to work p.m.). In no event will a full time school year bargaining unit member work an annual schedule that prevents them from meeting the requirements necessary for a full year of service credit with MPSERS for each year worked.
- 8.2** There are seven (7) paid holidays. The paid holidays shall be: Labor Day, Thanksgiving, and Day after Thanksgiving, Christmas Day, New Year's Day, Good Friday, and Memorial Day. Employees must work the day preceding and following the holiday to be eligible for holiday pay unless the employee is excused by the Superintendent.
- 8.3** The normal workday for full time employees shall be seven (7) hours per day equal to thirty-five (35) hours per week. Some classrooms may require a longer work day. A part-time employee is one who is scheduled to work less than seven (7) hours per day. The workday hours shall be arranged by the employee's supervisor.
- The workday schedule will include a thirty (30) minute duty-free lunch. There are occasions when student activities will require an Assistant Teacher to forgo a lunch period. On those occasions, the Assistant Teacher's workday shall end with the departure of students if they have provided proper notice to their supervisor.
- 8.4** Hours worked beyond eight (8) hours per day or in excess of forty (40) hours per week will be compensated in accordance with the Fair Labor Standards Act (FLSA).

## ARTICLE 9

### SENIORITY

- 9.1** Seniority shall be defined as the length of service based on most recent date of hire within the district. 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. Employees hired on the same date will have seniority ranked by the numerical value of the last 4 digits of their Social Security Number, with higher values ranked above lower.
- 9.2** Part-time bargaining unit members shall accrue seniority on a pro-rated basis. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their established employment date.
- 9.3** The BOARD shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within sixty (60) work days after the effective date of the Agreement with revisions and updates prepared and posted semi-annually thereafter. Employees may file objections to the list within fifteen (15) days of posting the list. Thereafter the list shall be final and conclusive. A copy of the seniority list and subsequent revisions shall be furnished to the Association President.
- 9.4** Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.
- 9.5** Probationary Employee. A probationary employee is one who is employed to fill a full-time or part-time position for a trial period of one hundred twenty (120) work days. The probationary period for an employee who begins work after the beginning of a school year is one hundred twenty (120) work days. At the close of this probationary period, the supervisor or building principal, shall review an evaluation with the probationary employee, and indicate whether or not he/she is going to recommend his/her continued employment.
- 9.6** Substitute Employee. An employee who is employed to fill a full-time or part-time position on a per diem basis while a regular employee is absent or on approved leave.

## ARTICLE 10

### LAYOFF AND RECALL

- 10.1** Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds or program reduction, or decrease in need of the work force.
- 10.2** No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining member shall have been notified of said layoff at least thirty (30) days prior to the effective date of layoff.
- 10.3** In the event of a necessary reduction in the work force, the BOARD shall first lay off probationary employees, then the least senior employees, provided the retained employee has the specified skills and experience to perform duties of the position. In no case shall a new employee be employed by the BOARD while there are laid off employees who have the specified skills and experience for a vacant or newly created position.
- 10.4** An employee whose position has been eliminated due to reduction in work force or who has been affected by layoff, shall have the right of reassignment to a position for which they have the specified skills and experience, which is held by a less senior employee.
- 10.5** In the event of a reduction in the work hours, bargaining unit members with the greater seniority may use the same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. No reduction in work force or hours shall result in the elimination of full time positions when two or more part time positions exist. In no case shall a reduction of any bargaining unit member's work hours take effect until five (5) workdays after written notice to the affected bargaining unit member(s) is given by the BOARD.
- 10.6** 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, vision, and life insurance benefits by paying regular monthly per subscriber group rate premium for such benefits according to insurance policy regulations.
- 10.7** 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 have the specified skills and experience.
- 10.8** Notices of recall shall be sent by certified or registered mail to the last known address as shown on the ISD's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the BOARD notified as to his/her current mailing address.
- 10.9** A recalled bargaining unit member shall be given ten (10) calendar days from receipt of notice, excluding Saturday, Sunday, and Holidays, to report to work. The BOARD 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.

- 10.10** Bargaining unit members recalled to full-time work for which they have the specified skills and experience are obligated to take said work. A bargaining unit member who declines recall to full-time work shall forfeit his/her seniority rights.
- 10.11** Throughout this Master Agreement, we replaced the word “qualified” or “qualifications” with “specified skills and experience.”
- 10.12** Employees on layoff shall retain their rights to recall for a period of one (1) year. Any employee on layoff for more than one year shall lose his/her seniority and any further rights under this Agreement.

## ARTICLE 11

### JOB DESCRIPTION

- 11.1** “Assistant” refers to personnel who provide instructional/training services designated by a teacher and/or supervisor employed by the St. Joseph County ISD. Assistants may function independently in a classroom or in the community providing services to students consistent with the job description mutually developed by the Association and Administration.

## ARTICLE 12

### SICK LEAVE

- 12.1** a.) Ten (10) sick leave days will be granted to each employee at the beginning of the school year. If an employee leaves prior to the end of the school year the sick leave is prorated at 1 day per month. No more than one hundred fifteen (115) unused sick leave days may be carried forward to a new school year. Proper call in procedures and AESOP requirements will be utilized in the event of an illness or injury. Medical verification of injury or illness may be required by the administration. Improper use of sick leave is grounds for being "on leave without pay", and may also be grounds for dismissal.
- b.) An employee working during the summer school program shall have the option to use one and one half (1 1/2) days of accumulated sick days, if necessary.
- c.) An employee working during the summer school program will earn one (1) sick day for every nineteen (19) days worked and can be used during the summer or will be added to the new school year sick day allotment.
- 12.2** Absences ordered and approved by the BOARD due to student caused infestation incurred in the course of the bargaining unit member's employment shall not be charged against the bargaining unit member's sick leave days.
- 12.3** The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:
- (a) If sick leave is used for qualifications under FMLA, then these days shall not exceed forty-five (45) workdays per contract year. Additional utilization of accumulated sick leave for FMLA may be granted at the discretion of the Superintendent and all requests must be in writing.
- If sick leave is needed for reasons other than FMLA qualifications for immediate family (defined as husband, wife, children, father, father-in-law, mother, mother-in-law) illness, then members shall not exceed (10) workdays per contract year. Additional utilization of accumulated sick leave for this reason may be granted, at the discretion of the Superintendent and all requests must be in writing.
- (b) In the event an employee uses all of their accumulated sick leave, they may borrow up to five (5) days from their following year's allotment with the approval of the Superintendent. Permission to borrow sick leave is contingent upon the employee's continuing employment with the St. Joseph County ISD, otherwise the employee will be asked to pay for the sick days borrowed.
- 12.4** Sick leave will be deducted in ½ day increments for medical and dental/vision appointments.

## ARTICLE 13

### OTHER PAID OR UNPAID LEAVES

#### PAID LEAVES

- 13.1 Personal Business Leave.** At the beginning of every school year, each bargaining unit member shall be credited with two (2) paid days 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 request it at least five (5) days in advance, except in cases of emergency. Personal business days shall be available for the practice of individual religious preferences. Personal business days shall be used for the purpose of conducting personal business which cannot be transacted on the weekend or after school hours.
- 13.2 Jury Leave.** Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid the difference between her/his full salary and the remuneration for such services.
- 13.3 Professional Development.** Bargaining unit members may request to attend a workshop or professional development in-service program with pay. Such request should be submitted to their immediate supervisor at least five (5) days in advance. An assistant teacher attending such professional in-service workshops may request reimbursement for actual expenses incurred.
- 13.4 Bereavement Leave.** Absence because of the death of a member of the immediate family, to include mother, mother-in-law, father, father-in-law, husband, wife, children, brothers, brothers-in-law, sisters, sisters-in-law, grandparents, grandparents-in-law, and grandchildren shall not exceed five (5) working days.

Additional bereavement leave may be granted at the discretion of the Superintendent beyond the five (5) days, but such leave shall be deducted from the employee's accumulated sick leave. Absence due to the death for other than the immediate family shall be treated as personal business requests.

- 13.5** Absences without approval are unpaid and may be subject to steps of progressive discipline.
- 13.6 Family Medical Leave Act.** Family leave shall be in accordance to Federal Family and Medical Act of 1993 and any subsequent changes of the law. If an employee fails to return to work the employee shall repay the cost of the insurance premium contributions made by the employer within ten (10) days of the employer's demand for repayment.

#### UNPAID LEAVES

- 13.7 Other Leaves**  
Special leaves, with or without fringe and financial benefits may be granted by the BOARD in situations not specifically covered elsewhere in this Agreement. These leaves shall be requested through the Superintendent and will be granted upon the recommendation of the Superintendent and the approval of the BOARD. An employee returning from a leave without pay (other than those described elsewhere in this Agreement) shall not advance on the salary schedule unless the employee worked for at least one hundred and twenty (120) days during the school year when the leave began.

**13.8** Military Leave

Employees who are inducted into the Armed Forces of the United States, or who join the Armed Forces in lieu of being inducted under provisions of the Selective Service Act, shall be entitled to leave without pay for the period of service required. Upon honorable discharge, the employee shall be reinstated with full credit on the salary schedule for his/her time in service, not to exceed one year's credit.

## ARTICLE 14

### BARGAINING UNIT MEMBER EVALUATIONS

- 14.1** An evaluation procedure shall be developed by the Administration in consultation with representatives of the bargaining unit.
- 14.2** During the duration of this Agreement, if changes in the attached evaluation forms are contemplated, the Administration and the Association will mutually develop the new forms. They will be made available to all bargaining unit members at least thirty (30) workdays prior to when they are to be utilized. All evaluations will be written and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the immediate supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms as an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the administration towards that improvement.
- 14.3** 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.
- 14.4** An evaluation of non-probationary bargaining unit members will occur every other year. All written evaluations will be completed by May 1 of the current school year.
- 14.5** In the event a bargaining unit member is terminated, the BOARD will advise the bargaining unit member of the specific reasons. The Association President will be notified of the employee termination.

## ARTICLE 15

### GRIEVANCE PROCEDURE

The BOARD and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the BOARD, Bargaining unit members and the Association. The BOARD 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 and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

#### 15.1 DEFINITION

A claim by a bargaining unit member or the Association that there has been a violation, of this contract may be processed as a grievance as hereinafter provided.

Grievance procedure shall not apply to: (1) dismissal of any probationary employee, (2) content of member evaluations, (3) assignment of staff, (4) and any provisions of the Agreement which contains an express exclusion from this procedure.

#### 15.2 HEARING LEVELS

##### 15.21 INFORMAL LEVEL

In the event that a unit member or the Association believes a grievable incident has occurred, the member of the Association shall request a meeting with the supervisor involved within ten (10) working days of the occurrence of such grievance incident. If the grievant is dissatisfied with the result of the meeting with the supervisor the claim may be formalized in writing as provided in Level 1.

##### 15.22 FORMAL LEVEL 1

If the claim to a violation of this contract is not resolved at the informal level, a formalized grievance may be submitted, in writing, within ten (10) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Superintendent. Within ten (10) working days of the receipt of the grievance, a written decision shall be forwarded to the grievant(s) and the Association President.

The written grievance shall include:

1. Signature and date of grievant.
2. Date of alleged violation.
3. Specific facts upon which grievance is based.
4. Cite the Article and Section of Contract of alleged violation.
5. Specific relief requested.

### **15.23 FORMAL LEVEL 2**

If the grievance has not been settled at Level 1 and the grievant wishes to appeal, such request shall be made to the Superintendent in writing within five (5) working days after receipt of the written decision at Level 1.

The BOARD of Education or its designee shall review the grievance at its next regularly scheduled BOARD meeting. Such meeting will be public at the request of the grievant.

A written decision shall be given by the BOARD or its designee within ten (10) working days after the date of the review meeting.

If, within ten (10) working days of the BOARD decision, the grievance is not satisfactorily resolved, the parties may request the services of a state mediator. The use of a mediator must be mutually agreed to by both parties. If the grievance is not settled through the utilization of a state mediator, the grievance can be advanced to FORMAL LEVEL 3 within ten (10) working days of the most recent mediation session.

### **15.24 FORMAL LEVEL 3**

Either the BOARD of Education or the Association has the right to submit grievance to arbitration if resolution is not reached at Level 2. The following procedures shall be followed:

1. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules and which shall likewise govern the arbitration proceedings.
2. At the request of either or both parties, the grievance shall be submitted to final and binding arbitration, subject to the right of either party to contest arbitrability.
3. Evidence, not previously disclosed, shall not be permitted.
4. Each party shall share equally in expenses associated with arbitration of this grievance and is responsible for the cost of the party's own witnesses.
5. Powers of the Arbitrator:
  - A. Shall not alter nor modify the terms of this Agreement.
  - B. Shall not render a decision nor rule on any provision expressly excluded from the grievance procedure.
  - C. May award back pay, if appropriate, up to but not more than fifty (50) working days of the occurrence of the grievance.

**15.25** "Working Days" shall be defined as days when the administrative office is open.

**15.26** Timelines at each grievance level may be extended by mutual agreement of both the Employer and the MEAA.

## ARTICLE 16

### PAYROLL DEDUCTIONS

- 16.1 Association members.** Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- 16.2 Service Fee Payers.** Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred. Employees shall not be discharged or disciplined for failure to pay union dues or service fees.
- 16.3 Payroll Deduction.** Upon written authorization by a bargaining unit member or pursuant to paragraph 16.2, the BOARD will deduct the appropriate amount of dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.
- 16.4** Upon appropriate written authorization from the bargaining unit member, the BOARD shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEFSA's MEA-sponsored programs (tax-deferred annuities); MASB Set-Seg programs not fully BOARD-paid, credit union, MEA-PAC/NEA-PAC contributions or any other plans or programs approved by the BOARD.
- 16.5** All employees in this Agreement will be paid bi-weekly with each pay following the processing of a submitted and accurate bi-weekly time sheet. Hourly wages are set forth in Schedule A which is attached to and incorporated into this Agreement. Payroll will be by direct deposit as per employee declaration of depository.
- 16.6** An employee that meets the requirement of being a substitute teacher and agrees to substitute for their classroom teacher or another teacher will be compensated ten dollars (\$10.00) additional pay per day.

## ARTICLE 17

### MISCELLANEOUS PROVISIONS

- 17.1 Copies of this Agreement shall be duplicated by the BOARD of Education and provided to each member of the bargaining unit.
- 17.2 Wherever applicable in this Master Agreement, the term "working days" or "work days" shall be defined as regularly scheduled work days during the school year and days that the administration offices are open for business during the summer.
- 17.3 Bargaining unit members hired prior to March 31, 2005 will not be required to meet the NCLB definition for "Highly Qualified" as it pertains to paraprofessionals. Further, those bargaining unit members shall not be deprived of any of the rights, provisions, or benefits contained in the Master Agreement as a result of not meeting this NCLB qualification status.

Bargaining unit members in a Title I building must be Highly Qualified. An employee who does not have Highly Qualified status must provide a written plan for achieving Highly Qualified status to the Superintendent by December 1, 2008.

Bargaining unit members who currently have Highly Qualified status or members who achieve Highly Qualified status will receive a one-time \$300.00 stipend.

All new hires must be Highly Qualified or achieve Highly Qualified status within 5 days of employment.

In the event future changes in NCLB or other federal/state provisions require additional training, demonstration of proficiency, or educational experience, the parties agree to negotiate the impact of those changes to the extent allowable by law.

Persons interested in fulfilling the requirements necessary to meet the "Highly Qualified" provisions of NCLB as it relates to paraprofessionals can access the information and instructions on this provision in the Administrative Handbook and/or the SJCISD Website.

## ARTICLE 18

### MAINTENANCE OF STANDARDS

- 18.1** All terms and conditions of employment, including wages, hours of work, extra compensation for duties outside regular hours of work, relief periods, leaves, and general employment conditions of all bargaining unit members/positions shall be maintained at not less than the highest minimum standards in effect for such bargaining unit member/position at the time this Agreement is signed forward. Although this Agreement shall not be interpreted or applied to deprive bargaining unit members of professional or occupational advantages heretofore enjoyed, conditions which are improved for the benefit of the bargaining unit members shall be implemented as required by the provision of this Agreement. These general employment conditions shall be maintained for the duration of this Agreement, unless the parties agree to an amendment. This language shall not be interpreted to limit management's authority to layoff, reduce hours, contract services or exercise BOARD rights.

## ARTICLE 19

### SEPARABILITY

- 19.1** 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 the law; but all other provisions or applications shall continue in full force and effect.
- 19.2** It is further agreed that within thirty (30) working days of notification of a final and binding determination of such illegality, the BOARD and Association will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

## ARTICLE 20

### CONTINUITY OF OPERATION

**20.1** In the best interest of serving children within St. Joseph County ISD, the Association and the BOARD subscribe to the philosophy that differences shall be resolved by peaceful and appropriate means through the negotiating process without interruption of the educational program.

Accordingly, the Association and each member agrees that during the term of the Agreement, they will not direct, instigate, participate in, encourage or support any strike against the BOARD or any withholding of service by any employee of group or employees.

The BOARD of Education likewise agrees not to participate in a lockout of employees.

The BOARD of Education shall have the right to reschedule and require members to make up, at the end of the year, all work time lost due to circumstances beyond the BOARD's control, except those forgiveness hours (snow & fog days) allowed by the State Board of Education, rule or law.

ARTICLE 21

DURATION

21.1 This Agreement shall be effective as of August 2008 and shall continue in effect until August 2011.

In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this 18<sup>th</sup> day of August 2008.

ASSOCIATION:

BOARD AND ADMINISTRATION:

Pam Gifford  
Pam Gifford, President

Robert Trenary  
Robert Trenary, BOARD Treasurer

Rita Copenhafer  
Rita Copenhafer, Team Member

Barbara Marshall  
Barbara Marshall, Superintendent

Rhonda Davenport  
Rhonda Davenport, Team Member

Kelli Dechnik  
Kelli Dechnik, Business Manager

Sandi VanEmon  
Sandi VanEmon, Team Member

Jay Raycraft  
Jay Raycraft, Director of Special Education

Randy Borden  
Randy Borden, ~~Union~~ Negotiator  
SNAP

Theresa Danberry  
Theresa Danberry, Administrative Assistant

APPROVED BY ST. JOSEPH COUNTY ISD BOARD OF EDUCATION:

Barbara J. Niblock  
Barbara J. Niblock, BOARD President

8-18-08  
Date

# SCHEDULE A

## SALARY SCHEDULE

### BASIC COMPENSATION:

The basic compensation shall be as set forth on Schedule "A". There shall be no deviation from said compensation rates during the life of this Agreement.

### Assistant Teachers Salary Schedule For Employees Hired Prior to August 1, 2008

Schedule A Salary Schedule from the 2005-2008 contract will be unused for the duration of this contract.

Wages will be as follows:

2008-09 1.5% of 2007-08

2009-10 1.5% of 2008-09

2010-11 1.5% of 2009-10

See the chart below for 2008-09, 2009-10, and 2010-11 hourly wages:

2007-2008	2008-2009	2009-2010	2010-2011
9.15	9.29	9.43	9.57
9.78	9.93	10.08	10.23
10.37	10.53	10.68	10.84
10.95	11.11	11.28	11.45
11.54	11.71	11.89	12.07
12.13	12.31	12.50	12.68
12.71	12.90	13.09	13.29
13.30	13.50	13.70	13.91
13.89	14.10	14.31	14.52
14.47	14.69	14.91	15.13
15.06	15.29	15.52	15.75
15.65	15.88	16.12	16.36
16.23	16.47	16.72	16.97
16.82	17.07	17.33	17.59
17.41	17.67	17.94	18.21
18.00	18.27	18.54	18.82
18.58	18.86	19.14	19.43
19.17	19.46	19.75	20.05

**Assistant Teachers Salary Schedule  
For Employees Hired On or After August 1, 2008**

New employees will be placed on the initial amount of the salary schedule unless the administration determines that significant qualifications or prior work experience warrants advanced placement. In the event such advanced placement occurs, the administration will meet with the Association president or his/her designee, prior to making such decision. In no case shall a new employee be initially placed above \$10.21/hour.

<u>Hourly Wage</u>
\$9.76
\$9.91
\$10.05
\$10.21
\$10.36
\$10.51
\$10.67
\$10.83
\$10.99
\$11.16
\$11.33

2009-10	1.5% increase from 2008-09 hourly rate
2010-11	1.5% increase from 2009-10 hourly rate

Assistant Teacher title and all benefits apply to all new hires.

**SUPPLEMENTS TO THE SALARY SCHEDULE:**

1. Summer school year wages shall be paid consistent with the effective salary schedule. Employees shall be paid at their current hourly rate of pay for mandated summer school year work.
2. New employees will be reimbursed the cost of any pre-employment checks (fingerprinting, etc.) upon completion of their probationary period. It is the employee's responsibility to submit a request to the Business Office after the probationary period. This request must be in writing and submitted the same school year as their hire date.

## SCHEDULE B

### INSURANCE BENEFITS

- A. Each employee who enrolls in MESSA PAK A shall receive the insurance benefits described under Plan A.

The BOARD will provide MESSA Choices II \$10/20 RX insurance with the following employee contributions:

2008-09	\$25.00 member contribution per month (12-month total contributed over 10 months)
2009-10	\$42.00 member contribution per month (12-month total contributed over 10 months)
2010-11	\$50.00 member contribution per month (12-month total contributed over 10 months)

Half-time employees may opt to take the health insurance on a prorated basis.

- B. Full-time employees that choose not to take the health insurance will receive PAK B benefits as described under Plan B. In addition, they will receive cash in lieu of health insurance in the amount of one hundred dollars (\$100.00) per month. This option is only available to assistant teacher that submit proof of health insurance coverage from another source (covered under spouse's policy, etc.).
- C. MESSA PAK Summary

Plan A:

1. Health: MESSA Choices II PPO, \$10/20 Rx, \$0 deductible In-Network, \$250-500 deductible Out of Network
2. Long Term Disability: 66 2/3%  
\$6,000 maximum  
60 Calendar Days – Modified Fill  
COLA – No  
Pre-existing Condition Waiver  
Family Social Security Offset  
No Survivor Income  
Freeze on Offsets  
No Educational Supplement  
3 Year Own Occupation  
Alcohol/Drug Waiver – 2 year Limitation  
Mental Nervous Waiver – 2 year Limitation  
5% Minimum Payout
3. Negotiated Life: \$20,000 with AD&D
4. Vision: VSP-2 Silver
5. Dental: 100/75/75: \$1,000  
\$1,500 Class IV Lifetime Maximum  
Two cleanings per year  
Sealants

Plan B (for employees not electing health insurance):

Long Term Disability: Same as above

Negotiated Life: Same as above

Vision: Same as above

Dental: Same as above (Class I & II maximum at \$1,000)

- D.** Assistant Teachers become eligible for either Plan A or Plan B benefits beginning their first day of employment.

APPENDIX A

MEAA/SJCISD GRIEVANCE FORM

Name of Grievant(s) \_\_\_\_\_ Grievance Number \_\_\_\_\_

Date Cause of Grievance occurred \_\_\_\_\_ Date Informal Level Meeting occurred \_\_\_\_\_

**FORMAL LEVEL 1:**

Specific statement of grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section(s) of Master Agreement alleged to have been violated:

\_\_\_\_\_  
\_\_\_\_\_

Relief Sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date filed with Supervisor \_\_\_\_\_ Signature of Grievant \_\_\_\_\_

Supervisor's Response to Level 1 Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Response \_\_\_\_\_ Supervisor's Signature/Title \_\_\_\_\_ / \_\_\_\_\_

**FORMAL LEVEL 2:**

Date filed with Superintendent \_\_\_\_\_

Superintendent Response to Level 2 Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Response \_\_\_\_\_ Signature of Superintendent \_\_\_\_\_

Date of Board Level Hearing \_\_\_\_\_

Board Response to Level 2 Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Response \_\_\_\_\_ Signature of Board President \_\_\_\_\_

Superintendent/Board requests the services of a state mediator? Yes \_\_\_\_\_ No \_\_\_\_\_

Association requests the services of a state mediator? Yes \_\_\_\_\_ No \_\_\_\_\_

White Copy (Association)    Yellow Copy (Supervisor)    Pink Copy (Superintendent)

**APPENDIX B  
ST. JOSEPH COUNTY ISD  
ASSESSMENT**

Name: \_\_\_\_\_  
 Evaluator: \_\_\_\_\_  
 Due Date: \_\_\_\_\_

Category: Teacher Support  
 Job Title: Assistant Teacher

<b>Directions:</b>  A. Evaluations will be scheduled in accordance with the Master Agreement.  B. Section 2 is to be completed with the Evaluator at an agreeable date and time.  C. Final copy will be returned to the individual and placed in his/her personnel file.	<b>1 Self Assessment</b>				<b>2 Cooperative Assessment</b>				<b>Cooperative Comments</b>
	Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	
<b>I. JOB REQUIREMENTS (POLICY)</b>									
A. Maintains confidentiality of activities within programs or district.									
B. Attends, on time, required meeting, inservices, programs, seminars, and workshops.									
C. Attendance - follows building policy.									
D. Follows administrative directives as provided by verbal and/or written memorandum.									
E. Does not extend allotted breaks and/or lunch time.									
F. Personal appearance is consistent with policy.									
G. Maintains security and inventory of equipment and materials.									
H. Adheres to district safety policy.									
<b>II. JOB PERFORMANCE</b>									
<b>A. COMMUNICATIONS AND INTERPERSONAL RELATIONSHIPS</b>									
1 Communicates problems to administrator.									
2 Communicates job-related problems to appropriate personnel (teachers, assistant teachers, secretaries, etc.)									
3 Communicates clearly and accurately when writing and speaking.									
4 Communicates verbally and nonverbally with other personnel.									
5 Receives and places phone calls according to procedure.									
6 Effectively deals with difficult and/or crisis situations.									
<b>B. MANAGEMENT AND ORGANIZATION</b>									
1 Completes assignments accurately, within expected time frame.									
2 Completes assignments without constant supervision.									
3 Assists other personnel when needed									
4 Follows through on commitments.									
5 Prioritizes work accurately.									
6 Conserves supplies.									
7 Maintains working area and equipment.									

Directions:  A. Evaluations will be scheduled in accordance with the Master Agreement.  B. Section 2 is to be completed with the Evaluator at an agreeable date and time.  C. Final copy will be returned to the individual and placed in his/her personnel file.	1 Self Assessment				2 Cooperative Assessment				Cooperative Comments
	Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	
	8 Shares knowledge with others.								
<b>C. PROBLEM-SOLVING</b>									
1 Makes logical and correct decisions in solving problems.									
<b>D. LEADERSHIP</b>									
1 Participation in discussion to improve district procedures.									
2 Assists in initiating new procedures.									
3 Effectively represents the ISD in community activities									
<b>E. APPLICATION OF JOB KNOWLEDGE (See Job Description)</b>									
1									
2									
3									
4									

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Assessor's Signature \_\_\_\_\_

Date \_\_\_\_\_

**RATING GUIDELINES**

**EXCEEDS EXPECTATIONS:**

- Exceeds major expectations of the job description.

**MEETS EXPECTATIONS:**

- Meets expectations of the job description.

**NEEDS IMPROVEMENT:**

- Needs Improvement to meet the minimum requirements of the job description.

**DOES NOT MEET EXPECTATIONS:**

- Does not meet minimum expectations of the job description.
- Improvement Plan is needed. (See attached.)
- Re-assessment needs to be done in 30 days.
- Termination could result.