

**MASTER AGREEMENT**

**between**

**NEW LOTHROP AREA PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**and**

**MICHIGAN EDUCATION ASSOCIATION/  
NEW LOTHROP EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

**2006-2007**

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## **ARTICLE 1 RECOGNITION**

### **1.1 Agreement**

This Agreement is entered into between the NEW LOTHROP AREA PUBLIC SCHOOLS BOARD OF EDUCATION (hereinafter referred to as the "Board" or "District") and the MICHIGAN EDUCATION ASSOCIATION (hereinafter referred to as the "Association"). The Association shall notify the District of the identity of any affiliate to which it has delegated the responsibility for negotiation and administration of this Agreement.

### **1.2 Bargaining Unit Defined**

Pursuant to applicable provisions of the Public Employment Relations Act, as amended, and in accordance with the Certification of Representative in MERC Case R 99-B-18, the Board hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for the term of this Agreement for all full-time and regularly scheduled part-time employees of the District included in the following bargaining unit: all aides, mechanics, custodians, food service, and secretarial/clerical employees, but excluding all transportation employees, central office secretarial/clerical employees, supervisors, substitutes, and all other employees.

### **1.3 Definitions**

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" within this Agreement shall refer to all members of the above-defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

- A. Full-time: A bargaining unit member who is employed at least forty (40) hours per week. A bargaining unit member who is in the Secretarial/Clerical classification shall be considered "full-time" if employed at least thirty-five (35) hours per week.
- B. Part-time: A bargaining unit member who is employed less than forty (40) hours per week, or if in the Secretarial/Clerical classification, less than thirty-five (35) hours per week.
- C. Probationary: A bargaining unit member who is employed to fill a full-time or part-time position for a trial period of ninety (90) work days.
- D. School-year employee: A bargaining unit member whose employment follows the school-year calendar.
- E. Full-year employee: A bargaining unit member who is employed to work on a twelve (12) month basis.

- F. Extended school-year employee: A bargaining unit member who is a school-year employee but works ten (10) or more days beyond the regular school year (as designated on the school calendar) although less than a full year.

**ARTICLE 2  
EXTENT, EFFECT AND SCOPE OF AGREEMENT**

**2.1 Merger and Integration of Agreement**

There are no understandings or agreements or past practices which are binding on either the District or the Association other than the written agreements contained in this Agreement. No further agreements shall be binding on either the District or the Association until the same have been put in writing and signed by both the District and the Association as either an amendment to this Agreement or as a Letter of Agreement approved and executed by both parties.

It is the intent of the parties that provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.

**2.2 Completion of Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association during the term of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached.

**2.3 Severability**

If any provision or application of this Agreement shall be prohibited by or be deemed invalid under such applicable laws or regulations, or shall become unlawful due to legislative enactment, such provision(s) or application(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within fifteen (15) days of such action or such other time as is mutually agreed upon in order to renegotiate such invalidated provision, to the extent permitted by law.

### **ARTICLE 3 AGENCY SHOP**

**3.1** Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee.

In the event the bargaining unit member shall not pay such dues or service fee directly to the Association or authorize payment through payroll deduction the Board shall, pursuant to MCLA 408.477, and at the request of the Association, deduct the dues or service fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below.

- A. The procedure in all cases of non-payment of the service fee shall be as follows:
1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section 3.1 above.
  3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
  4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.

**3.2** Nothing in this article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.

**3.3** Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures - Administrative Procedures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including

any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.

**3.4** Due to certain requirements established in recent court decisions, the Association represents 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.

**3.5** The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the Board, and that said service fee includes only those amounts permitted by this Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide the Board for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political-Ideological Expenditures" together with a copy of all materials annually distributed by the Association.

The Association further agrees to certify to the Board that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this article.

**3.6** Further, the Association agrees to promptly notify the Board in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the Board shall have the right to immediately suspend involuntary wage deduction under this article and shall promptly give notice of any such decision to the Association.

**3.7** In the event that the Association fails to provide certification or information as called for in this article above, the Board shall have the right, upon one (1) week's notice to the Association local President and the UniServ Director, to discontinue all involuntary dues deductions for representation service benefit fees contained in this article until such time as the Association has fully complied with the provisions of this article. When compliance is effected, dues and service fee deductions shall resume, including any amounts due during the period of discontinuation.

**3.8** The Association agrees to defend and indemnify and save the Board of Education of the New Lothrop Area Public Schools, the individual members of its Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all court and/or administrative agency costs that

may arise out of or by reason of, action by the Board or its agents for purposes of complying with the union security provisions of this Agreement. The Association has the right to select legal counsel to defend against any such claims, subject to the District's concurrence regarding the identity of counsel. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this article are either unenforceable or void.

## **ARTICLE 4 ASSOCIATION RIGHTS AND RESPONSIBILITIES**

### **4.1 Information**

The District agrees to furnish to the Association, in response to reasonable requests, available information concerning the financial resources of the District, the preliminary budget; and names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas and minutes of Board of Education meetings; and census and student membership data. Disputes concerning the District's alleged failure to provide information may be processed either as a grievance or an unfair labor practice. The Association acknowledges that it shall not process such claims in both forums.

### **4.2 Use of Facilities and Equipment**

The Association and its representatives shall have the right to use District facilities and equipment, subject to District policies and procedures governing use of facilities and equipment, for meeting at reasonable non-duty times when such facilities are not otherwise in use. The Association shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Association's use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for damages caused to District facilities and equipment by individuals using it for or in connection with Association business.

### **4.3 Notice Posting**

The Association shall have the right to post notices of activities and matters of Association concern (with the exception of political or defamatory materials or materials inappropriate for minors) on designated bulletin boards in each building or facility to which bargaining unit members may be assigned. All such posted notices shall be signed and dated by the Association official responsible for the posting.

### **4.4 Association Leave**

The Association will be credited with ten (10) hours each fiscal year (July 1 - June 30) to be used by bargaining unit members designated by the Association to attend functions of the State Association such as conventions or educational conferences. These hours shall not be accumulative

from one fiscal year to the next. The Association has the option to purchase six (6) additional hours per fiscal year, provided the Association reimburses the District for the wages of the unit member taking leave for those hours. The Association shall give the District at least five (5) days advance written notice of intent to utilize this leave, indicating the names of those attending and the dates of employee absences. If a substitute is necessary and cannot be obtained or operational needs necessitate denial of said leave, the District may deny the leave.

#### **4.5 Association Business**

Duly authorized employee representatives of the Association shall be permitted to transact official Association business during the employee's work time provided that this shall not interfere with or interrupt normal school operations and provided that there is prior approval of the Superintendent or his/her designee.

Duly authorized non-employee representatives of the Association and its respective affiliates, the Michigan Education Association (MEA) and the National Education Association (NEA), shall be permitted to transact local Association business on District property at reasonable times, provided that this shall not interfere with or interrupt normal operations. Such representatives shall notify the District administrator responsible for the building or facility which they intend to enter of their presence.

### **ARTICLE 5 BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES**

**5.1** Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its programs, services, equipment, facilities and its operations, and to direct the working forces and affairs of the District.
- B. Continue its rights of assignment and direction of personnel, determine the number of personnel, the number of hours worked by bargaining unit members and scheduling of all the foregoing, and the right to establish, modify, or change any work or school hours or days.
- C. The right to direct the working forces, including the right to hire, promote, discipline, suspend, and discharge employees, transfer and/or reassign employees, assign or reassign work or duties to employees, evaluate employees, and to determine the size of the work force and to lay off employees or reduce hours of work.
- D. Adopt, revise, and enforce work rules and regulations governing the conduct of employees and to define and re-define job content and position descriptions.



- E. Determine the qualifications of employees, including the essential job functions of positions within the bargaining unit.
- F. Determine the extent and existence of educational programming and operation including the establishment or relocation of programs, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of programs, departments, divisions or subdivisions, buildings, other facilities, services or third party service contracts.
- G. Determine the financial policies, including all accounting procedures and record-keeping requirements.
- H. Determine policies affecting the selection, testing, or training of employees.

**5.2** The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

## **ARTICLE 6 BARGAINING UNIT MEMBER RIGHTS**

### **6.1 Discipline and Discharge**

No seniority employee (i.e. a bargaining unit member who has completed his/her probationary period under this Agreement) shall be disciplined or discharged without just cause.

The District will provide a discharged employee and the Association with notice of discharge, in writing, at or prior to the time of discharge. Additionally, the District shall provide a discharged employee (and the Association, if requested by the employee) with a written statement of the reasons for discharge and, prior to discharge, afford the employee an opportunity to respond to the charges.

Disciplinary action shall include: verbal warnings (which the District has the right to document and which shall be labeled "verbal warning"), written warnings, written reprimands, suspension, demotion, and dismissal. All disciplinary action shall be confirmed in writing, under the signature of the administrator issuing the disciplinary action, and shall be incorporated in the bargaining unit member's personnel file. The bargaining unit member who is the subject of the disciplinary action shall sign for receipt of the disciplinary document and shall be given a copy of same. The bargaining unit member's signature shall not signify agreement or disagreement with the content of the disciplinary document.

### **6.2 Association Representation**

A bargaining unit member has the right to have a representative of the Association present at any meeting at which he/she is to be either disciplined or interviewed in connection with an investigation which may result in discipline of the bargaining unit member. Provided, that the meeting need not be delayed for an unreasonable time pending the arrival of such representative, and in no event shall the District be restricted from taking such protective action as the District may determine to be necessary to secure the safety or rights of students and others pending the holding of the meeting.

### **6.3 Personnel File**

A bargaining unit member shall have the right, by appointment made through the Superintendent's office, to review the content of his/her personnel file at reasonable times and to have an Association representative accompany him/her in such review.

### **6.4 Assault**

Any case of physical or verbal assault by or upon a bargaining unit member occurring during the course of the bargaining unit member's employment shall be promptly reported to the District. The Employer shall promptly investigate the matter and will report the results of its investigation to the affected bargaining unit member. The District shall assist a bargaining unit member who has been assaulted in the course of his/her employment with referral of the incident to law enforcement authorities.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

### **7.1 Definitions**

- A. A "grievance" is an alleged violation of the interpretation, application, or meaning of express terms of this Agreement.
- B. A "grievant" is a bargaining unit member or group of bargaining unit members who have a complaint or grievance. The grievant, in presenting or in processing a grievance, may be accompanied by an Association representative, if so desired.
- C. All time limits in the Grievance Procedure shall refer to working days. The term "working days" shall be defined as Monday through Friday excluding days when the District's central administrative offices are closed for business.

Grievances which are not initiated or appealed by the grievant or the Association within the time limits specified in this Grievance Procedure shall be considered withdrawn. If the District fails or neglects to answer a grievance within the time limits specified at the various steps of this Grievance Procedure, the grievance may then be processed to the next higher step in the procedure within ten (10) working days of the date that the answer was due.

Time limits set forth in this article may be extended by mutual written agreement of the parties.

## **7.2 Content of Written Grievances**

All grievances presented or appealed under this Agreement shall:

- A. be signed by the grievant(s).
- B. contain the date(s) when the alleged violation occurred.
- C. contain a complete statement of the facts giving rise to the grievance and cite the section(s) of this Agreement alleged to have been violated.
- D. specify the relief or remedy requested.

## **7.3 Grievance Procedure**

Step 1: From the date of the alleged violation of the contract provisions, the grievant must within five (5) working days, discuss the alleged grievance with his/her immediate supervisor, in an attempt to resolve the grievance. The grievant shall state during the informal conference that the subject of the conference involves a grievance. The immediate supervisor shall give a verbal reply to the grievant within five (5) working days from the date the grievance is presented to him/her by the grievant. Upon mutual agreement of the Superintendent and the Association, a grievance may be initiated at Step 3.

Step 2: If the supervisor's verbal response is not satisfactory, within five (5) working days of the grievant's receipt of the verbal response, the grievant shall reduce the grievance to writing and present the written grievance to the supervisor. The supervisor shall provide his/her written response to the grievant within five (5) working days of the receipt by him/her of the written grievance.

Step 3: If the Association is not satisfied with the supervisor's response it shall have five (5) working days from the supervisor's Step 2 reply, within which to appeal the grievance to the Superintendent (or his/her designee).

If the grievance is appealed to the Superintendent, he/she shall within ten (10) working days of receipt of the grievance, hold a meeting with the grievant and designated Association representative(s) to hear the grievance. The Superintendent shall then render his/her written reply to the grievance within five (5) working days of the conclusion of this meeting.

Step 4: If the Association is not satisfied with the Superintendent's reply to the grievance, it shall have ten (10) working days of the receipt of the

Superintendent's reply within which to advise the Superintendent of its intent to appeal the grievance to the Board of Education.

The Board of Education or, at the Board's option, a sub-committee of the Board shall hear the grievance at Step 4.

The Board of Education shall place the grievance on its agenda for the next regularly scheduled Board meeting, provided the grievance is received no later than ten (10) working days prior to the scheduled meeting date, and shall notify the grievant and the Association of the scheduled date.

The Board will respond in writing within ten (10) working days following the Board meeting where the grievance is heard and considered.

#### Step 5: Arbitration

Only the Association shall have the right to process or appeal a grievance to arbitration.

- A. If the Association is not satisfied with the disposition of the grievance at Step 4, it may within ten (10) working days after receipt of the decision of the Board refer the matter to arbitration by filing a written demand upon the Board within the above interval.
- B. Following written notice of the Association's request for submission to binding arbitration, the Association and a representative of the Board shall attempt to select an arbitrator.

If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the request for submission to arbitration, the Association shall file a demand for arbitration with the American Arbitration Association. This filing must be made with the American Arbitration Association within twenty (20) working days of the Association's original demand for arbitration, referenced above in Step 5(A).

- C. Neither party may raise a new defense or ground during the arbitration proceeding which has not been previously disclosed to the other party. Any evidence not disclosed at the Board level (Step 4) must be revealed, in writing, to the opposite party not later than ten (10) working days prior to the arbitration proceeding. This provision shall not prevent any party from introducing evidence as part of that party's rebuttal case presentation.

#### **7.4 Powers of the Arbitrator**

- A. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation of

the specific articles and sections of this Agreement. The arbitrator shall have no power to:

1. add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her authority shall be limited to deciding whether a specific article or section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan Revised School Code or any other state or federal laws.
  2. rule upon the termination of services of or failure to re-employ any probationary bargaining unit member.
  3. change any practices, policies, or rules of the District that are not in conflict with the express provisions of this Agreement.
  4. decide claims for which there is another remedial procedure or forum established by law or by regulation having the force of law.
  5. rule upon the content of an employee evaluation, but the arbitrator may rule upon whether or not the content of the evaluation is sufficient to justify the discharge of a seniority bargaining unit member.
- B. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
- C. In the event that a grievance is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- D. The decision of the arbitrator shall be final and binding upon bargaining unit members, the District, and the Association. Unless judicial review is sought by any party, any lawful decision of the arbitrator shall be forthwith placed into effect.
- E. Where no compensation and/or fringe benefit loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

The District shall not be required to pay back wages more than sixty (60) days prior to the date a written grievance is filed. If the Association demonstrates that the District affirmatively prevented a bargaining unit member from processing a pay grievance sooner, the recovery period may be extended to not more than one hundred eighty (180) days.

1. All claims for back wages shall be limited to the amount of wages that the grievant would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of back pay.
  2. No decision in any one case (except in a class action grievance) shall require a retroactive wage adjustment in any other case.
- F. No more than one (1) grievance may be considered by the same arbitrator at the same time except upon express written mutual consent of the District and the Association.

### **7.5 Costs**

The cost of arbitration shall be borne equally by the District and the Association except each party shall assume its own cost for representation including any expense of witnesses.

### **7.6 Miscellaneous**

- A. The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities, subject to final determination of the grievance.
- B. All preparation, filing, presentation or consideration of grievances up to the level of arbitration shall be held at times other than when a bargaining unit member(s) or a participating Association representative(s) are to be at their assigned duty stations. However, with prior consent of the Superintendent, bargaining unit member(s) may be released from duty to attend grievance proceedings without loss of pay.
- C. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this contract (as defined in the duration clause) and which is initiated prior to the expiration of this Agreement may be processed through the Grievance Procedure until resolution. Further, grievances filed after the expiration of this Agreement shall not be processed under these Grievance Procedures unless otherwise specifically agreed in writing by both the Board and the Association.

## **ARTICLE 8 SENIORITY**

### **8.1 Seniority Defined**

"Seniority" shall be defined as the length of a bargaining unit member's continuous and uninterrupted employment in the District, in the respective seniority classification(s) of this bargaining unit, from the employee's initial date of hire in such classification(s).

Accumulation of seniority shall begin from the bargaining unit member's first working day, although seniority shall not be credited to a probationary employee until completion of the probationary period, in accordance with Section 8.2, below.

Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority purposes. Seniority may be exercised only within the classification in which it is accumulated.

## **8.2 Probationary Employees**

All new employees, except temporary employees and substitutes, shall be probationary employees for the first ninety (90) work days of employment. Probationary employees who are absent on scheduled work days shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary period until these additional days have been worked.

During the probationary period the employee shall have no seniority status and may be laid off or have employment terminated at the sole discretion of the Board.

Upon satisfactory completion of the probationary period the employee's name shall be entered on the seniority list as the most recent date of hire, inclusive of the probationary period.

## **8.3 Classifications**

Seniority under this Agreement shall be on a classification basis.

For purposes of this Agreement, all bargaining unit members shall be placed in one (or more) of the following classifications:

- A. Secretarial/Clerical
- B. Custodial
- C. Food Service
- D. Bus Mechanic
- E. Aides (four (4) hours or more per day)
- F. Aides (less than four (4) hours per day)

## **8.4 Seniority List**

The Board shall prepare and maintain a seniority roster showing the length of service of each bargaining unit member within the respective seniority classification(s). The roster shall contain the employee's name, classification(s) and date of hire in that classification. A copy of the list shall be furnished to the Association President and to all bargaining unit members not later than October 1 annually. [Within sixty (60) days of the ratification of the 1999-2002 Master Agreement, the District and the Association shall mutually develop an initial seniority list for the bargaining unit.] If no objections are received within twenty (20) days after the circulation of the seniority list regarding its accuracy, the list circulated shall be regarded as conclusive. In the event more than one bargaining

unit member has the same length of service in a seniority classification, seniority placement on the list shall be determined by drawing lots.

### **8.5 Loss of Seniority**

Bargaining unit members shall lose seniority for any one or more of the following reasons:

- A. Quitting or retirement.
- B. Discharge.
- C. Failure to return to work when recalled from layoff or after a leave of absence. Failure to return within five (5) consecutive working days following receipt of notification of recall by certified mail or after conclusion of leave shall be considered failure to return from layoff or leave of absence.
- D. Layoff or leave of absence for twenty-four (24) or more consecutive months or a period equal to the bargaining unit member's employment in the bargaining unit, whichever interval is less.
- E. Accepting assignment with the District to a position outside the bargaining unit, after holding that position for sixty (60) calendar days.

### **8.6 Transfers Between Seniority Classifications**

Bargaining unit members who transfer between seniority classifications (as defined in Section 8.3, above) will have their seniority frozen in the former classification and will be placed at the bottom of the seniority list in the new classification.

Movement from one seniority classification to another shall not terminate seniority that the employee has previously accumulated in any other classification under this Agreement, provided there has not been a break in continuous employment.

## **ARTICLE 9 VACANCIES**

### **9.1 Vacancy Defined**

A "vacancy" is a newly created or current position within a classification represented by the Association in this bargaining unit which becomes vacant due to the permanent separation (resignation, death, discharge) of the bargaining unit member formerly in the position or when an employee is on leave of absence under this Agreement for more than six (6) months.

No vacancy shall exist unless and until the Board determines to fill any such position, which determination shall be within the sole discretionary authority of the Board.



## **9.2 Vacancy Posting**

All vacancies shall be posted in a conspicuous place in each building of the District for a period of seven (7) work days, ten (10) calendar days during July-August. Postings shall contain the following information:

- A. Type of work
- B. Location of work
- C. Starting date
- D. Rate of pay
- E. Hours to be worked
- F. Classification
- G. Job qualifications

The District shall not be required to post more than one (1) vacancy resulting from the successful bidding or transfer of a bargaining unit member to a vacant position during the regular school year. Such successive vacancies shall be filled on a temporary basis for the balance of the school year and posted during the summer.

There shall be no requirement to post vacancies, as defined above, where the position may be filled by return of a bargaining unit member (having seniority in the same job classification where the vacancy exists) from leave of absence (of six (6) months or less) or by recall from layoff.

## **9.3 Application for Vacancies**

Bargaining unit members desiring to apply for a vacancy must make written application within the posting period set forth in Section 9.2, immediately above.

## **9.4 Award of Vacancies**

In making the decision to award a vacancy, the District will consider the certification, job classification, qualifications, skills, abilities and experience of the applicants (internal and external), including the length of service in the District and other factors relevant to the applicant's ability to perform essential job functions. If two (2) applicants are reasonably equal with regard to the foregoing selection standards, the applicant with the most seniority in the classification where the vacancy exists will be awarded the vacant position. The applicant selected shall be notified of his/her selection and the time and place to report for work. The decision of the District in filling the position shall be final.

## **9.5 Trial Period**

In the event that a bargaining unit member transfers or is reassigned within a classification or from one classification to another, he/she shall be given a thirty (30) work day trial period within which to demonstrate his/her ability to perform on the new job. The District will offer the transferred bargaining unit member reasonable assistance in adjusting successfully to the new position. It is recognized, however, that the transferred bargaining unit member is ultimately responsible for attaining and maintaining successful job performance. During, or at the conclusion of the trial period, the District has the right to return the bargaining unit member to his/her former position if he/she is unable to successfully perform the job. The determination that the bargaining unit member is unable to successfully perform the job and the resulting return to the bargaining unit member's former position shall not be grievable. Similarly, during or at the conclusion of the trial period, the transferred bargaining unit member has the right to return to his/her former position with consent of the District. During the trial period, the District has the right to use a substitute in the former position of the bargaining unit member who was awarded the vacancy.

Classifications shall be as identified in Section 8.3 of this Agreement.

## **ARTICLE 10 LAYOFF AND RECALL**

### **10.1 Layoff**

"Layoff" shall be defined as a determination by the District to reduce the work force, either by discontinuing the employment of a designated number of individual bargaining unit members and/or through a reduction in the hours assigned to positions within the bargaining unit. The District reserves the right to select the job classification(s), department(s), or school(s) in which the reduction(s) shall take place. Bargaining unit members to be laid off will be provided thirty (30) days notice of layoff prior to the effective date of the reduction.

### **10.2 Layoff Procedures**

- A. In the event of a layoff, the District shall identify the specific position(s) to be reduced in hours or eliminated and shall notify the bargaining unit member(s) in those positions. When the District determines to reduce the size of the work force through elimination of positions in a seniority classification, bargaining unit member(s) in the seniority classification shall be reduced in order of least seniority within the seniority classification being reduced, provided that there are more senior bargaining unit member(s) within that seniority classification remaining who possess the skills and qualifications required to perform the assignments vacated by the least senior bargaining unit member(s) in the classification.
- B. When the District determines to institute a layoff through a reduction of two (2) or more hours per day in a position, the bargaining unit member assigned to that position at the time of reduction has the right to displace the least senior bargaining

unit member in the same classification, who is assigned to a position having a greater number of hours, provided that the more senior bargaining unit member has the skills and qualifications required to perform the assignment of the least senior bargaining unit member in the same classification.

This displacement may only take place by the more senior bargaining unit member leaving the position in which hours have been reduced and then taking the entire position held by the least senior bargaining unit member in the same classification. The least senior bargaining unit member who is displaced, provided he/she is within the same classification and possesses the required skills and abilities, will then be assigned to the position vacated by the more senior bargaining unit member in the same classification.

- C. A bargaining unit member who is laid off from a position in his/her present seniority classification may be assigned to a position in another seniority classification in which he/she has previously accumulated seniority, provided that there is a less senior bargaining unit member in that classification and that the more senior bargaining unit member possesses the skills and qualifications necessary to perform the assignment in the other classification. Any such bump must be exercised upon the least senior bargaining unit member within the other classification, provided that the bumping bargaining unit member is qualified to perform the work of the displaced bargaining unit member.

### **10.3 Recall**

- A. Notices of recall shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address as shown on the District's records. It shall be the bargaining unit member's responsibility to keep the District notified of his/her current mailing address. Employees must provide written notification of any change in their mailing address. The recall notice shall state the time and date on which the recalled bargaining unit member is to report to work.

A recalled bargaining unit member shall be given five (5) work days from receipt of a recall notice to report to work. For purposes of this provision, an employee shall be considered to have received a recall notice to report to work on the date the United States Postal Service provides written notification that it was unable to deliver the recall notice. The District may fill the open position on a temporary basis until the recalled bargaining unit member is scheduled to report for work. A bargaining unit member who declines recall to perform work for which he/she is classified and qualified under this Agreement shall forfeit his/her seniority rights under this Agreement and shall be considered to have voluntarily resigned from employment.

- B. Bargaining unit members on layoff shall not accrue seniority during the period of such layoff and shall not acquire service or experience credit for purposes of entitlement or eligibility to any other benefit under this Agreement.

- C. Bargaining unit members on layoff status shall be subject to recall for a period of time equal to the amount of time they were employed in the bargaining unit up to a maximum of twenty-four (24) months, at which time their seniority and all employment rights shall be lost. Recall rights shall not extend beyond twenty-four (24) months from date of layoff of any bargaining unit member.

## **ARTICLE 11 UNPAID LEAVES**

### **11.1 Extended Illness/Disability Leave**

- A. Leaves of absence for periods not to exceed twelve (12) months for full year bargaining unit members and not to exceed nine (9) months for all other bargaining unit members shall be granted without pay for extended personal illness or disability of a bargaining unit member which prevents him/her from performing the essential job functions of his/her assignment.
- B. During such unpaid leave, the bargaining unit member may utilize (or the District may require utilization of) sick leave benefits under Article 12 of this Agreement, to the extent that sick leave has been accrued.
- C. An unpaid leave of absence taken due to extended personal illness/disability which is a serious health condition (as defined by the Family and Medical Leave Act ("FMLA")) of the bargaining unit member shall be taken concurrently with leave under this provision to the extent of the bargaining unit member's eligibility under the FMLA.
- D. The District has the right to receive medical certification from the employee's health care provider regarding the necessity for leave taken under this section. The employee will facilitate and cooperate in the furnishing of such information, which shall include, for leaves taken under FMLA, responses to the inquiries contained in the Department of Labor form entitled Certification of Physician or Practitioner.
- E. The District has the right to require that a second medical opinion (at District expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and District (in consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the District, the employee and the Association. The cost of this examination shall be paid by the District.
- F. The District has the right to require updated medical certification during the leave period as well as medical certification of the employee's fitness to return to duty at the expiration of the leave period.

When an employee is returning from an unpaid leave connected with extended personal illness or disability, the District reserves the right to require medical evidence of the employee's ability to resume normal job duties. The District shall also have the right to have the employee examined by a District-selected physician, psychiatrist and/or psychologist at the District's expense prior to return from leave (except as may be prohibited under the FMLA) or after return from leave if the District believes that the bargaining unit member cannot satisfactorily perform his/her job responsibilities.

## **11.2 Child Care Leave**

- A. A leave of absence for a period of up to twelve (12) months for full year bargaining unit members and not to exceed nine (9) months for all other bargaining unit members may be granted for purposes of child care. A child care leave shall be granted to the extent that a bargaining unit member is eligible for and entitled to such leave under the FMLA.
- B. An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to placement for adoption or foster care, as defined by the FMLA, shall be taken concurrently with this leave provision to the extent of a bargaining unit member's eligibility under the FMLA.
- C. Leave taken under this provision in connection with the birth of a child or due to placement for adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.

## **11.3 General Leave**

A bargaining unit member may request a general purpose leave not to exceed the duration of the school year in which the leave is granted.

## **11.4 General Conditions**

- A. All requests for unpaid leave shall be submitted to the Superintendent (or designee), in writing. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested.

A request for leave of absence shall be made at least thirty (30) days prior to the date on which leave is to commence. If unforeseen circumstances do not permit a thirty (30) day notice, notice shall be given by the employee as soon as practicable.

- B. Accumulated seniority shall be retained but shall not continue to accumulate during an unpaid leave. No experience credit for the purpose of entitlement to any other benefit under this Agreement shall accrue during unpaid leaves.

- C. Except as may be otherwise required by the FMLA, an employee taking unpaid leave shall be responsible for payment of insurance premiums (to the extent continuation coverage is available under COBRA) during the length of such leave if the employee desires to continue the coverage provided under this Agreement.
- D. An extension of up to six (6) months may be granted on the above-stated leaves. At least thirty (30) days prior to the ending date of the leave, a bargaining unit member must notify the District in writing of the request for an extension, giving the ending date of the proposed extension. The District will notify the bargaining unit member as to whether or not the extension has been granted.

### **11.5 Return from Leave**

Upon return from leave the bargaining unit member shall be assigned to the same position from which leave was taken or, if that position no longer exists or the employee has been on leave for more than six (6) months, to a position for which the bargaining unit member is qualified and able to perform and for which he/she possesses sufficient classification seniority. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff, pursuant to Article 10 of this Agreement. During the leave interval, the District shall have the right to utilize a substitute for six (6) months after which time the opening will be posted as a vacancy.

## **ARTICLE 12 PAID LEAVES**

### **12.1 Sick Leave**

- A. Sick leave shall be earned and accumulated as follows:
  - 1. Each full-time, full year bargaining unit member and each part-time, full year Custodian shall be credited with twelve (12) sick leave days at the beginning of each fiscal year (July 1 - June 30). Bargaining unit members who begin or conclude their employment during a fiscal year shall receive pro-rata credit or deduction based on one (1) sick leave day per month worked.
  - 2. Each school year and extended school year employee who is regularly scheduled to work four (4) or more hours per day shall be credited with ten (10) sick leave days at the beginning of the school year. School year and extended school year bargaining unit members who begin or conclude their employment during a fiscal year shall receive pro-rata credit or deduction based on one (1) sick leave day per month worked.

3. Each bargaining unit member regularly scheduled to work less than four (4) hours per day shall be credited with four (4) sick leave days at the beginning of the school year.
  4. All sick leave days are based on the number of hours that the bargaining unit member is regularly scheduled to work at the time that the sick leave day accrues. If a bargaining unit member transfers to a position with more regularly scheduled hours, his/her accumulated sick leave shall be converted at the time of transfer. Example: A person who works four (4) hours a day has twenty (20) accumulated sick leave days (i.e. eighty (80) hours). If that person transfers to an eight (8) hour per day job, his/her sick leave would be converted to ten (10) days (i.e. eighty (80) hours) at the time of transfer.
  5. All sick leave is accumulative to seventy-five (75) days.
  6. Bargaining unit members who do not utilize their allotted sick leave will receive fifteen dollars (\$15.00) for each unused sick leave day in excess of the total accumulation allowable. Bargaining unit members working less than four (4) hours daily shall instead receive ten dollars (\$10.00) per day in excess of the total accumulation allowable. This payment shall be made by June 30 annually.
- B. Bargaining unit members will be allowed to use their sick leave only for personal illness or disability which prevents the employee from performing services. Bargaining unit members may utilize up to four (4) sick leave days per fiscal year to care for a spouse, child, or parent with a serious health condition.
  - C. For purposes of the FMLA, sick leave allowed under this article and which is taken due to a serious health condition of a bargaining unit member or spouse, parent, or child (as limited above) shall be charged against an eligible bargaining unit member's leave entitlement under the FMLA, at the election of either the District or the bargaining unit member.
  - D. In order to be eligible for payment of sick leave, a bargaining unit member must notify his/her supervisor (or an individual designated by the supervisor) of absence as soon as practicable. Where a bargaining unit member becomes aware of the need for sick leave on the preceding day or evening, he/she will promptly notify his/her supervisor (or an individual designated by the supervisor).
  - E. The District may require that any bargaining unit member utilizing sick leave obtain a doctor's certification of illness or disability for the day(s) absent where the absence is for three (3) or more consecutive work days. Where the District reasonably believes that a bargaining unit member is abusing or misusing sick leave, certification is mandatory for any day of employee absence. Unauthorized failure to obtain such certification shall constitute a sufficient basis for denial of use of sick leave and for disciplinary action in cases where abuse or misuse of leave is established.

- F. If it is necessary for a bargaining unit member to be absent from duty due to illness or injury compensable under the Michigan Workers' Disability Compensation Act, he/she shall have the option to receive the difference between his/her daily compensation and the amount received as workers' compensation benefits, deductible from the bargaining unit member's accumulated sick leave. (For example: if workers' compensation pays sixty percent (60%) of the net pay amount, sick leave will pay only forty percent (40%) and the bargaining unit member's sick leave accumulation shall be charged .4 of a day for each day so used.)
- G. Employees who work an entire school year from date of hire without utilizing sick leave will receive an additional grant of four (4) hours of personal leave on a pro rata basis up to eight (8) hours maximum.

## **12.2 Personal Business Leave**

A non-probationary bargaining unit member who is regularly scheduled to work four (4) or more hours per day shall be permitted to use up to three (3) of their accumulated sick leave days each fiscal year (July 1 - June 30) for the purpose of conducting personal business of an urgent and necessary nature which requires the personal presence of the bargaining unit member and which cannot be arranged at an alternative time which does not interfere with the duties of employment.

Bargaining unit members regularly scheduled to work less than four (4) hours per day may use one (1) accumulated sick leave day per fiscal year for personal business leave, subject to the above conditions.

Request for use of personal business leave indicating the circumstances necessitating its use must be made at least seventy-two (72) hours in advance to the bargaining unit member's immediate supervisor. Where an unforeseen emergency prevents the bargaining unit member from giving the seventy-two (72) hour advance notice, he/she shall contact his/her immediate supervisor as promptly as possible under the circumstances and before the leave is actually taken. The District reserves the right to inquire about usage. Personal business days are not to be used to extend a vacation, holiday or weekend, for social or recreational purposes or ventures for profit from personal services.

Personal business leave may not be taken immediately before or after a school holiday or vacation. The personal business leave for part-time bargaining unit members shall accumulate according to the number of hours they are scheduled to work.

## **12.3 Jury Duty/Court Appearance Leave**

- A. A bargaining unit member who is summoned and reports for jury duty shall be paid by the District an amount equal to the difference between the amount of wages the bargaining unit member otherwise would have normally earned by working for the District on that day (based on the bargaining unit member's regularly scheduled hours) and the daily jury fee [or witness fee, if (B) below applies] paid by the Court (not including travel allowances or reimbursements of expense), for each day on



which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.

- B. In order to receive payment, a bargaining unit member must give the District prior notice (when he/she receives the jury summons or subpoena) that he/she has been summoned for jury duty or subpoenaed as a witness, and must furnish satisfactory evidence that he/she reported for or performed such acts on the day(s) which he/she claims payment.
- C. The bargaining unit member will report to work promptly upon being released from jury duty or from appearance as a witness due to a subpoena, if the release occurs during his/her regularly scheduled work hours. If the release occurs within ninety (90) minutes of the time that the bargaining unit member's shift would normally conclude, he/she shall contact his/her immediate supervisor for direction.

#### **12.4 Bereavement Leave**

- A. A maximum of five (5) days, with pay, per death in the immediate family shall be granted. "Immediate family" shall be defined as the employee's spouse, parents, or children.
- B. A maximum of two (2) days, with pay, per death in the event of the death of the employee's siblings, grandparents, grandchildren, brother-in-law or sister-in-law, spouse's parents, spouse's grandparents or relatives living in the employee's household shall be granted.
- C. A maximum of one (1) day, with pay but deductible from sick leave, per death in the event of the death of the employee's and/or spouse's aunt or uncle shall be granted.
- D. Additional unpaid days may be requested in writing from the Superintendent by bargaining unit members who have exhausted bereavement leave, personal business leave and vacation time available. Such requests will be reviewed on a case-by-case basis and the granting of such time is discretionary with the Superintendent.

### **ARTICLE 13 VACATIONS**

**13.1** Each full-time, full year bargaining unit member will be eligible to receive paid vacation in accordance with the following schedule:

After completion of one (1) full year:	Ten (10) days
After completion of five (5) full years:	Fifteen (15) days
After completion of twenty (20) full years:	Twenty (20) days

Vacation time shall be determined and credited by the anniversary date of employment as a full-time, full year bargaining unit member. Not more than ten (10) vacation days may be carried from one year (measured by anniversary date) to the next year. If a bargaining unit member has more than ten (10) accumulated vacation days at the time the 1999-2002 Agreement was signed, that bargaining unit member will not forfeit the excess.

**13.2** Eligible bargaining unit members desiring to utilize vacation time shall submit a written request to the District's Administration at least two (2) weeks in advance. The District shall have discretion to waive this notification requirement. Scheduling of vacations shall be subject to approval by the Administration, considering the operational needs of the District.

**13.3** All vacation pay will be computed at the eligible bargaining unit member's regular hourly wage based upon that person's normal work schedule.

## **ARTICLE 14 HOLIDAYS**

### **14.1 Holidays**

Bargaining unit members who are regularly scheduled to work four (4) or more hours per day shall have the days designated below for their classification off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member.

Should the holiday fall on a Saturday or Sunday, the District shall either designate an alternate day as the holiday or will pay the bargaining unit member an additional day's pay.

- A. Teacher Aides and Food Service:
  - 1. Labor Day
  - 2. Thanksgiving Day
  - 3. Friday following Thanksgiving
  - 4. Good Friday
  - 5. Memorial Day
  
- B. Secretarial/Clerical and Bus Mechanic:
  - 1. Labor Day
  - 2. Thanksgiving Day
  - 3. Friday following Thanksgiving

4. Christmas Day
5. New Years Day
6. Good Friday
7. Memorial Day

C. Custodial:

1. Labor Day
2. Thanksgiving
3. Friday after Thanksgiving
4. Christmas Eve
5. Christmas Day
6. New Year's Eve
7. New Year's Day
8. Good Friday
9. Memorial Day
10. Independence Day

**14.2** If Good Friday is scheduled as a day of instruction, an alternative holiday will be designated for all eligible bargaining unit members to compensate for the adjustment in scheduling or, at the District's option, eligible bargaining unit members shall receive an additional day's pay.

**14.3** In order for an eligible bargaining unit member to receive pay for a holiday, he/she must have worked both on the last regularly scheduled working day immediately preceding the holiday and on the first regularly scheduled working day immediately following the holiday. For purposes of this provision only, a sick leave day, vacation day, funeral leave day or a jury duty/court appearance day shall be regarded as a "working day." A personal business leave day or an unpaid leave day shall not be regarded as a "working day."

## **ARTICLE 15 BARGAINING UNIT MEMBER EVALUATION**

### **15.1 Assessment**

The evaluation of each bargaining unit member will be based on observation and investigation of their work performance, their adherence to work requirements and standards, their ability to competently and successfully carry out their position responsibilities, and their disciplinary record. Bargaining unit members will be notified by supervision when a formal evaluation cycle is initiated.

### **15.2 Written Evaluations**

Evaluations shall be written and shall be provided to the bargaining unit member at least once every twenty-four (24) months after completion of the probationary period. The bargaining unit

member shall sign for receipt of the evaluation. The bargaining unit member's signature shall not signify agreement or disagreement with the content of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she shall submit a written response within the ten (10) days after receiving a written copy of the evaluation. Either the bargaining unit member or the evaluator shall have the right to call for an evaluation conference to review the written evaluation.

If the evaluator believes that a bargaining unit member is doing unacceptable work, the reasons for that conclusion as well as the expected correction(s) shall be communicated to the bargaining unit member. The evaluator shall also establish a timeline for performance correction and shall make recommendations for performance improvement.

All written evaluations and related evaluative materials (and any bargaining unit member responses) shall be included within the bargaining unit member's personnel file.

## **ARTICLE 16 COMPENSATION**

### **16.1 Salary**

All bargaining unit members will be compensated according to the salary schedules found in Appendix A, which is an incorporated part of this Agreement.

### **16.2 Pay Level Changes**

All step/pay level changes after the probationary period shall be effective with the first full pay period following the employee's anniversary date of hire.

### **16.3 Transfers**

Non-probationary bargaining unit members permanently transferring from an existing bargaining unit classification to a position in another bargaining unit classification will be placed at Level Two in the new classification.

### **16.4 School Closings/Dismissal**

#### **A. School Closing:**

Scheduled days and hours of student instruction which are canceled because of conditions not within the control of the District (such as inclement weather, fire, epidemics, mechanical breakdowns) or health conditions will be rescheduled as necessary to ensure that the District satisfies all requirements of the State Aid Act and the Revised School Code for receipt of full pupil foundation allowances and

other appropriations. Bargaining unit members (with the exception of Custodians) shall not be required to report for work on those days/hours which are canceled due to the above conditions.

Bargaining unit members who are excused from reporting will receive their regular hourly rate for days and hours that are canceled due to the above conditions but shall work on the rescheduled days and hours for no additional compensation because payment for those days and hours will have already been made to the employee. Bargaining unit members who, with prior District approval or direction, work on canceled days and hours shall be paid for work performed on those days and hours.

**B. School Cancellation After Opening:**

If school is canceled after bargaining unit members have reported for work, employees (except Custodians) may be dismissed after such cancellation and paid for time actually worked.

**C. Custodians who work on days when school is canceled due to the above conditions will be allowed compensatory time off, (on an hours worked basis) with scheduling of compensatory time to be approved by the immediate supervisor.**

**16.5 Overtime**

Bargaining unit members shall be compensated at the rate of one and one-half (1 2) times their regular rate for all hours worked in excess of forty (40) hours in the same work week. Paid absences or other paid or unpaid leave under this Agreement shall not be considered as time worked for the purpose of overtime computation or eligibility.

Time worked on Sundays and holidays (except boiler or building checks) that is outside of a bargaining unit member's regularly scheduled work shift shall be paid at two (2) times the employee's regular hourly rate. All overtime must have prior approval of the District.

**16.6 Severance**

Upon retirement or resignation from the District or in the event of the death of the employee, a full-time, full year custodian, secretary, or mechanic or a part-time, full year custodian (or beneficiary designated by the employee, in writing, on file with the District) will be paid eighteen dollars (\$18.00) for each unused sick day accumulated, to a maximum of sixty-five (65) days, provided that the employee has at least thirty (30) days of accumulation at the point of severance.

Employees hired by the District after the date of this Agreement working for the District on a regular basis for fifteen (15) years will be eligible for payments under this section. The intent of this provision is to grandfather all eligible employees currently employed.

### **16.7 Substitutes**

Any bargaining unit member who works as a substitute in a different classification from their own, with prior approval of the District, will receive the Level One rate of pay for the classification in which the substitute work is performed. Other provisions of this Agreement shall not be applicable to the performance of substitute work by bargaining unit members.

When the Assistant Kitchen Manager functions as the Manager for six (6) or more consecutive days, beginning with the sixth consecutive day, the Assistant Manager shall receive fifty cents (\$.50) per hour in addition to the Assistant Manager rate.

When a Custodian functions as the Supervisor for six (6) or more consecutive days, beginning with the sixth consecutive day, the Custodian shall receive an additional fifty cents (\$.50) per hour.

### **16.8 Stipend**

It is agreed by both parties that cafeteria employees who work at banquets held in the school, under the direction of school officials, shall be paid a lump sum of twenty-five dollars (\$25.00) per banquet, per employee.

## **ARTICLE 17 INSURANCE**

### **17.1 Eligibility**

Full-time, full year and full-time, extended school-year bargaining unit members in the Secretarial/Clerical, Custodian and Bus Mechanic classifications shall be eligible for District-paid premiums for the insurance coverages identified in this article.

The District shall pay the full premium for eligible bargaining unit members (and their eligible dependents) who were in the Secretarial/Clerical and Custodian classifications as of December 1, 1996. For eligible bargaining unit members who were hired after December 1, 1996 or who were in the bargaining unit prior to that date but who were transferred to an eligible classification after that date, the District shall pay ninety percent (90%) of the single subscriber premium. The remaining premium shall be deducted from the bargaining unit member's wages. If for any reason the bargaining unit member's share of the premium cannot be deducted from his/her wages, the bargaining unit member is responsible for paying his/her share of the premium to the District by the first of each month.

Employees who work fifteen (15) to twenty (20) hours per week will be eligible for the life insurance in the amount of ten thousand dollars (\$10,000).

District-paid insurance premium contributions for eligible bargaining unit members (and eligible dependents of bargaining unit members hired on or before December 1, 1996) begin at the end of the probationary period and continue as long as the bargaining unit member is in a pay status, but terminate at the end of the month during which the bargaining unit members ceases to be in a pay status, except as may otherwise be required by the FMLA.

## **17.2 Fringe Benefit Programs**

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter and carrier, the District shall make premium payments for insurance coverage for all eligible bargaining unit members (and eligible dependents of bargaining unit members hired on or before December 1, 1996) for the following plans:

- A. MESSA-Super Care I
- B. Delta Dental (85/50/60); one thousand dollars (\$1,000) annual maximum per person on Class I and Class II benefits; one thousand dollars (\$1,000) lifetime maximum on Class III benefits
- C. Long-Term Disability - sixty percent (60%) of monthly earnings to maximum monthly benefit of two thousand five hundred dollars (\$2,500); ninety (90) day wait.
- D. Term life insurance in the policy face amount of twenty-five thousand dollars (\$25,000).
- E. Eligible bargaining unit members who waive enrollment in health insurance (A, above) or who are enrolled in health insurance coverage through another source, shall receive a cash stipend in the amount of one hundred dollars (\$100.00) per month.

The amount shall be elected and paid under the terms of an IRC Section 125 Plan developed and administered by the District. Bargaining unit members may enter into an elective voluntary salary reduction agreement with the District to contribute this amount in an IRC Section 403(b) annuity, less any required employee FICA.

The cash stipend paid under this provision is subject to deduction for FICA and employee tax withholding, as may be applicable, depending upon whether or not the bargaining unit member receives the amount in cash or enters into a salary reduction agreement for a 403(b) annuity.

## **17.3 General Conditions**

- A. The District shall not be required to remit premiums for any insurance coverages on behalf of a bargaining unit member if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.
- B. The terms of any insurance certificate issued by an insurance underwriter or non-profit health care corporation concerning claims processing, coverage of enrollees, termination of coverage, and benefit determination shall be excluded from the scope of the Grievance Procedure set forth in Article 7 of this Agreement. However, nothing in this provision shall be construed as a waiver of any right of either the District or the Association to negotiate over any change in the type or level of any benefit, insurance specification, or coverage.

The bargaining unit member is responsible for assuring completion of all forms and documents required for his/her participation (and participation of his/her eligible dependents) in the above-described insurance programs. The District, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the Grievance Procedure, except the District's failure to remit contractual premium amounts required of it.

- C. Changes in family or dependent status shall be reported by the bargaining unit member to the District within thirty (30) days of such change. The bargaining unit member shall be responsible for any overpayment of premium made by the District on his/her behalf for failure to comply with this paragraph.
- D. Bargaining unit members (and/or their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source shall not be concurrently eligible for health plan premium contributions by the District, as set forth in Section 17.2a of this article, but shall instead elect the optional benefits specified in Section 17.2e of this article. However, this provision shall not be applied to preclude a bargaining unit member who is required to enroll in health or medical coverage from an outside source from being concurrently eligible for health plan premium contributions by the District. The bargaining unit member shall be responsible for substantiating the existence of the enrollment requirement in the external health or medical plan.
- E. Health plan specifications for coverage under this article shall not include coverage for any services which the District is prohibited from funding under the State School Aid Act or other state or federal law.

## **ARTICLE 18 MISCELLANEOUS**

### **18.1 Drug Testing**



The District has the right to adopt and implement a drug testing program covering members of the bargaining unit. The District agrees to furnish the Association with a copy of the program and to review the program and its implementation on an annual basis with the Association.

**18.2 Reimbursement/Payment for Training**

The District agrees to reimburse a bargaining unit member for travel expenses (meals and mileage) when the bargaining unit member attends, with prior approval of the District, training related to the job responsibilities of the employee. Reimbursement shall be at the IRS rate. The District shall also pay the enrollment fee for pre-approved training related to the bargaining unit member's assignment, excluding any training which is necessary to obtain an initial license or certification.

**ARTICLE 19  
DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by the Board and the Association, and shall continue in effect until the 30<sup>th</sup> day of June, 2007. This Agreement shall not be extended except by a written and signed agreement between the parties.

There shall be two (2) signed copies of this Agreement upon its ratification and execution by authorized representatives of the District and the Association. One (1) copy shall be retained by the District and one (1) copy by the Association.

Copies of this Agreement shall be printed by the District and will be made available to all members of the bargaining unit. The District will also provide five (5) copies of the Agreement to the Association.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their representatives on this \_\_\_\_ day of \_\_\_\_\_, .

**MICHIGAN EDUCATION ASSOCIATION**

**NEW LOTHROP AREA PUBLIC  
SCHOOLS  
BOARD OF EDUCATION**

By \_\_\_\_\_

By \_\_\_\_\_  
President

By \_\_\_\_\_

By \_\_\_\_\_  
Secretary

**APPENDIX A  
COMPENSATION**

(Please see next page for current pay scale)

<b>A</b>	<b>Custodians</b>	<b>2002-2003</b>	<b>2003-2004</b>	<b>2004-2005</b>
		(2.8%)	(2%)	(Per Letter of Agreement 11-5-03)
	Level One/Probation	\$9.38	\$9.57	
	Level Two (90 days through 4 years)	\$10.20	\$10.40	
	Level Three (5 years +)	\$11.03 <sup>1</sup>	\$11.25	

<b>B</b>	<b>Secretaries</b>	<b>2002-2003</b>	<b>2003-2004</b>	<b>2004-2005</b>
		(2.8%)	(2%)	(Per Letter of Agreement 11-5-03)
	Base	\$11.03	\$11.25	
	Associates Degree	\$12.46	\$12.71	
	Bachelors Degree	\$13.89 <sup>2</sup>	\$14.17	

<b>C</b>	<b>Aides/Cafeteria</b>	<b>2002-2003</b>	<b>2003-2004</b>	<b>2004-2005</b>
		(2.8%)	(2%)	(Per Letter of Agreement 11-5-03)
	Level One/Probation	\$6.76	\$6.90	
	Level Two (90 days through 3 years)	\$7.06	\$7.20	
	Level Three (4 <sup>th</sup> & 5 <sup>th</sup> years)	\$8.15	\$8.31	
	Level Four (6 years +)	\$8.43	\$8.60	

<b>D</b>	<b>Bus Mechanic</b>	<b>2002-2003</b>	<b>2003-2004</b>	<b>2004-2005</b>
		(2.8%)	(2%)	(Per Letter of Agreement 11-5-03)
	Level One/Probation	\$12.97	\$13.23	
	Level 2 (90 days through 4 years)	\$13.51	\$13.78	
	Level 3 (5 years +)	\$14.59	\$14.88	

<sup>1</sup> \$15.18 (eff. 7-1-2002; \$15.48 eff. 7-1-2003) if hired as a Custodian before June 30, 1995 in the predecessor bargaining unit (New Lothrop Public School Non-Teaching Personnel Association).

<sup>2</sup> \$16.23 (eff. 7-1-2002; \$16.55 eff. 7-1-2003) if hired as a Secretary before June 30, 1995 in the predecessor bargaining unit (New Lothrop Public Schools Non-Teaching Personnel Association)

**Appendix A Compensation updated for 2006-2007**

<b>A</b>	<b>Custodians</b>	<b>2005-2006</b> 2.5%	<b>2006-2007</b> 2%
	Level One/Probation	\$10.00	10.20
	Level Two (90 Days through 4 years)	\$10.88	11.10
	Level Three (5 years+)	\$11.77*	12.01*
<b>B</b>	<b>Secretaries</b>		
	Base	\$11.77	12.01
	Associates Degree	\$13.28	13.55
	Bachelors Degree	\$14.81**	15.11**
<b>C</b>	<b>Aides/Cafeteria</b>		
	Level One/Probation	\$7.22	7.36
	Level Two (90 days through 3 years)	\$7.52	7.67
	Level Three (4 <sup>th</sup> & 5 <sup>th</sup> years)	\$8.69	8.86
	Level Four (6+ years)	\$8.99	9.17
<b>D</b>	<b>Bus Mechanic</b>		
	Level One/Probation	\$13.83	14.11
	Level 2 (90 days through 4 years)	\$14.41	14.70
	Level 3 (5 years +)	\$15.56	15.87
<b>E.</b>	<b>Certified Teacher Aide</b>	NA	\$70 per day (11.20 per hour)

*Note Section E Per letter of agreement 3-31-06 –Equal to current sub teacher hourly rate Included in the NLESPA*

*No Health insurance benefits like that of NLESPA*

*No percent raise for 2006-2007, however, after that raises and salaries are negotiable as they would be for all NLESPA members*

\* \$15.79 eff. 6-17-05, \$16.18 eff. 7-1-05, \$16.50 eff 7-1-06) if hired as a custodian before June 30, 1995 in the predecessor bargaining unit (New Lothrop Public School Non-Teaching Personnel Association).

\*\* \$16.88 eff. 6-17-05, \$17.30 eff. 7-1-05, \$17.65 eff. 7-1-06) if hired as a Secretary before June 30, 1995 in the predecessor bargaining unit (New Lothrop Public Schools Non-Teaching Personnel Association).