

**MASTER
AGREEMENT**

BETWEEN

MASON CONSOLIDATED SCHOOL DISTRICT

AND

**MASON CONSOLIDATED EDUCATIONAL
SUPPORT PERSONNEL**

Agreement effective September 21, 2021 – June 30, 2024

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MASON CONSOLIDATED EDUCATIONAL SUPPORT PERSONNEL
-AND-
MASON CONSOLIDATED SCHOOL DISTRICT**

PREAMBLE

Agreement entered into this September 21, 2021, by and between the Mason Consolidated School District, hereinafter referred to as the "School District," and the Mason Consolidated Educational Secretarial/Food Service Association/MEA/NEA, hereinafter referred to as the "Association," or "Union".

The School District and the Association acknowledge that this Agreement is authorized pursuant to the provisions of Act 336 of the Public Acts of 1947, as amended. This Agreement shall be a binding obligation on the parties for the duration of this Agreement or until changed by the written mutual agreement of the parties, unless otherwise provided in this Agreement.

**ARTICLE I
DEFINITIONS**

1. "School District" shall refer to the corporate entity, the Board of Education, the Superintendent of schools and/or his or her designee, including but not limited to the administration of the District.
2. "Association" shall refer to the Association which represents the respective employees covered by this Agreement, the individual employees specified in this Agreement as being subject to the terms and conditions set forth herein, and those persons designated by the Association and/or employees to act on their respective behalf.

**ARTICLE II
RECOGNITION**

1. The Board of Education hereby recognizes the Association as the sole and exclusive bargaining unit representative for all employees covered by this Agreement for the duration of the Agreement and for as long as the Association continues to be the certified representative of said employees under the authority of the Public Employment Relations Act.
2. Employees covered by this Agreement shall include Full-time and Part-time employees assigned to Student Services, Support Services, and Food Service in the following three (3) classifications:

I. **STUDENT SERVICES**

A. Student Services Secretary – Full Time (**240** days)

II. **SUPPORT SERVICES**

A. Elementary School Principal Secretary – Full Time (240 days)

B. High School Principal Secretary – Full Time (240 days)

C. Middle School Principal Secretary – Full Time (240 days)

D. Transportation & Buildings and Grounds

/Athletic Director Secretary – Full Time (240 days)

E. Elementary Building Secretary – Part Time (190 days)

III. **FOOD SERVICE**

A. Head Cook – Part Time (School Year)

B. Head Cashier/Baker/Assistant Cook/Cashier/General Food Service– Part Time (School Year)

3. Employees of the School District, not covered by this Agreement, shall include the following:

A. Superintendent of Schools, Deputy or Assistant Superintendents

B. All Principals and Assistant Principals

C. All Administrators, directors, forepersons, supervisors, or other members of the administrative staff

D. All other persons not specified by this Agreement

E. Probationary Employees

F. Per Diem Casual Part-time and Substitute Employees

G. Secretary to the Superintendent

4. The inclusion of newly created positions or new categories of employees shall be subject to discussions between the parties at the time of such creation. Disputes regarding inclusion or exclusion shall be determined by the Michigan Employment Relations Commission.

ARTICLE III
UNION RIGHTS

1. The Board agrees to furnish the Union, in response to reasonable requests not subject to privilege or other claim of privacy, public information concerning the financial resources of the District, including, but not limited to: annual financial reports and audits, tentative budgetary requirements including allocation Board budgets, membership data, staff directories, salary schedules, and such other

information that will assist the Union in development of intelligent, accurate, informed and constructive programs on behalf of its members. Nothing in this provision shall be construed as requiring the District to create or otherwise prepare any document which is not in existence or which the District would not otherwise create for its own purposes. Further, this provision shall not be construed in a manner which requires the District to disclose information of a personal or private nature, or information which is not otherwise subject to disclosure under the provisions of the Michigan Freedom of Information Act, or P.A. 379.

2. The Union and its members shall have the right to use school building facilities, subject to Board policies, at all reasonable hours, for meetings, social meetings, and fund-raising activities; this includes use of equipment necessary for the preparation and conduct of the Union's activities at no expense to the Board of Education and consistent with building use policy. Use of the facilities shall include the use of furnishings and equipment, but shall not include costs associated with refreshments, copy expense, or other expenses directly attributable to the Association activity. The rights afforded the Union pursuant to this provision shall not be disruptive of other events occurring within the District, nor shall they become burdensome or otherwise result in excessive cost to the District. The Association shall be treated as any other community group utilizing the facilities. It is not the intention of this provision to restrict the Union in any manner as it relates to the representation of its membership or the exercise of its legitimate rights under the Public Employment Relations Act.
3. The Employer shall provide the Association with a bulletin board in each building for Union business. Additionally, the Association shall be permitted to use interoffice mail to communicate with its membership.
4. The Board shall provide five (5) workdays per year of release time for the purpose of Union business which is not inconsistent with the District's interests and state law. The Union shall pay for the cost of the substitute and the employee's retirement. The Union shall pay the wages of the employee on release time.
5. An employee engaged during the workday in negotiating on behalf of the Union with any representative of the Board or participating in any professional grievance negotiation with any representative of the Board shall be released from regular duties without loss of salary.
6. The Board and Union pledges not to discriminate against any employee on the basis of race, sex, creed, religion, national origin or ancestry, marital status, physical characteristics or disability or place of residence. Furthermore, the Board and Union agrees that it will comply with the applicable provisions of the Americans with Disabilities Act.
7. The private and personal life of any employee is not within the appropriate concern or attention of the Employer, nor shall the employee's personal and private life be the subject of discipline, unless it has an adverse impact on the ability of the employee to perform his/her duties or unless it results in such conduct as is delineated in Article X, Paragraph D.
8. Prohibition Against Abortion Referrals and Assistance -A District official, Board member, or District employee shall not refer a student for an abortion or assist a

student with obtaining an abortion. This prohibition does not apply to a person who is the parent or legal guardian of that student.

ARTICLE IV **ASSOCIATION MEMBERSHIP**

1. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee, as defined in Article II, Section 2, of the Board shall have the right freely to organize, join and support or refrain from the Union for the purpose of engaging in collective bargaining, and other lawful concerted activities or mutual aid and protection. The Board and Union undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Union, his/her participation or non-participation in any lawful activities of the Union, or collective professional negotiations with the Board, or his/her institution of any grievance or proceeding under this Agreement with respect to any terms or conditions of employment.
2. The Union shall be supplied with four (4) copies of this Agreement and an electronic copy for its use.

ARTICLE V **BOARD'S RIGHTS**

The Board of Education reserves the sole right to administer the operations of the school system, including the day-to-day operation as required; to assure the effective control of personnel; to accomplish appropriate use of the facilities, subject to the collective bargaining agreement, Board Policy and state and federal statutes. Nothing in this Agreement shall be construed to limit or impair the right of the School District to exercise sole discretion in all of the following matters, whatever may be the effect upon employment.

The School District hereby retains and reserves, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, the Revised School Code of 1995, and all other applicable laws, codes and regulations and any modifications made thereto. Further, all rights which ordinarily vest in and are exercised by employers, except such as are relinquished, are reserved to and remain vested in the School District, including but without limiting the generality of the foregoing, the right:

1. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials, or methods of operation.

2. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
3. To determine the number, location and type of facilities and installations;
4. To determine the size of the work force and increase its size, subject to the limitations imposed by this Agreement.
5. To hire and lay-off employees.
6. To direct the work force, assign work and determine the number of employees assigned to operations, subject to the limitations imposed by this Agreement.
7. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content, and classifications. However, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classifications and the establishment of wage rates for any new or changed classifications shall be the subject of collective bargaining unless a prohibited subject of bargaining;
8. To determine lunch, rest periods and clean-up times.
9. To discipline and discharge employees for just cause.
10. Furthermore, the School District, as Employer, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment not abrogated in this Agreement.
11. The School District retains the right to direct supervisory employees, non-bargaining unit employees, or other administrative personnel to perform bargaining unit duties normally performed by bargaining unit members whenever, in the reasonable determination of the Board or its designated representative, the performance of such duties on a temporary basis is necessary to ensure continuity of such essential administrative or educational functions of the School District. The performance of such duties shall not, however, result in the displacement or replacement of regular bargaining unit members.
12. To establish, maintain and enforce work rules relative to the job classifications covered by this Agreement.
13. To contract or subcontract any and all bargaining unit work according to the need for efficiency and economy in the operation of the District, to the extent permitted by law.
14. Nothing contained in this Agreement shall prevent the District from exercising any rights that it might have pursuant to the provisions of P.A. 112.

ARTICLE VI
WORKING CONDITIONS

1. The Board of Education shall comply with all State regulations concerning the use of tobacco products on School District premises. There shall be no use of tobacco on School District premises at any time, according to Board policy.
2. Employees 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 will provide adequate rest areas, lounges, and restrooms for employees' use.
3. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in schools. The Board will take reasonable steps address issues pertaining to students who are disruptive or who repeatedly violate rules and regulations.
 - A. At the commencement of each year, a copy of the student code of conduct shall be made available to all employees.
 - B. The maintenance of discipline and control of students is the duty and responsibility of all School District personnel. School District personnel shall be expected to enforce District policies concerning student conduct on school premises.
4. Employees shall be advised by their immediate supervisor of the proper chain of command for their respective positions in their building. Each employee shall be expected to follow the chain of command in fulfilling their job duties and obligations under this Agreement. Any dispute regarding the chain of command will be resolved by the Superintendent.
5. All employees who are asked to conduct District business by using their own vehicles on the job shall be reimbursed for mileage at the current Board approved rate.
6. All District required training for new skills or other District mandated training shall be paid by the District. The District also agrees to pay for any associated employee expense such as: transportation, books, lodging, etc. Employees shall also receive their regular wages for the time spent in training, if required by law, unless the parties mutually agree otherwise. Specifications for reimbursement will be found in the Administrative Guidelines.
7. All secretaries and cooks working five (5) hours or more shall be entitled to an unpaid, duty-free, uninterrupted lunch period of thirty (30) minutes duration, except in emergency situations.
8. Employees shall be entitled to a fifteen (15) minute paid break for every four (4) hours worked which cannot be taken at the beginning or the end of the workday. Employees may not leave the property. Accumulation of break time is not allowed.

9. Any complaint directed toward an employee shall be called to the employee's attention. If such complaint is to be made part of the employee's personnel file or a matter of other written record, management must reveal the name of the complainant and the nature of the complaint. The employee may submit a written statement to be attached to and filed with the original complaint.
10. Employees shall not be required to work in unsafe or unhealthy conditions or to work with unsafe equipment. However, employees shall not be permitted to refuse to work as ordered unless the risk of harm is so immediate that it is not reasonable to carry out the order.

FOOD SERVICE ONLY

11. It is the intent of the Board of Education to utilize student or aide help to clean the cafeteria tables during the lunch hours.
12. At the High School and Central Elementary School, the practice of rotating the duties of pan washing, dishwasher, mopping and service area maintenance shall continue to be done by all food service staff. The High School cashier will be required to offer assistance when he/she is finished with his/her other assigned duties.
13. Uniforms – All food service employees shall be supplied with three (3) new shirts and aprons at the beginning of each school year, which will be worn during working hours. It will be the responsibility of the employee to keep these shirts and aprons laundered. Upon return of any unusable shirts and aprons, they will be replaced as needed as determined by their immediate supervisor.

SECRETARIES ONLY

14. All Full-Time secretaries will be scheduled to work at least 7 hours per day, or a minimum of 35 hours per week. All Part Time secretaries will work no more than 5.75 hours per day for not more than 190 days. Also, Part Time secretaries should work on each teacher workday, unless otherwise approved by the Superintendent. Employees shall have the option of using up to four (4) hours of flex time for absences from their regular work assignments for a specific workday. Requests for flex time must be approved by the supervisor and must be in writing. The supervisor will review each request for flex time on a case-by-case basis. Flex time shall be defined as a short-term absence that must be made up during the work week it is utilized.
15. An employee employed in two or more positions shall be considered to be in the bargaining unit which provided more than fifty (50) percent time performing bargaining unit work for the purpose of leave pay and health benefits.
16. Employees working in more than one position in the District must work all of his/her (bid) hours in each assignment except under extenuating circumstances. Exceptions shall only be approved by the Superintendent.

ARTICLE VII
GRIEVANCE PROCEDURE

1. **Definition**

- A. A grievance is a claim by an employee(s) or the Union, that there has been a violation, or an improper interpretation or application of a specific Article and Section of this Agreement. A grievance concerning a violation of Federal, or State civil rights shall not be processed to the arbitration step of the grievance procedure.
- B. The term “days” when used in this Article shall mean working days.

2. **Procedure**

A. Level One

An alleged grievance shall first be discussed informally with the grievant's immediate supervisor within ten (10) days of the alleged violation. The grievant, at her/his option may be represented by the Union in the discussion.

B. Level Two

If the grievance is not resolved at Level One, the grievance may be submitted, within ten (10) days of the discussion at Level One, in writing to the immediate supervisor. The immediate supervisor shall render a decision in writing within ten (10) days.

C. Level Three

If the decision at Level Two does not resolve the grievance, the grievant may appeal the decision in writing within ten (10) working days of said decision to the Superintendent and request a meeting. Within ten (10) working days after the written request is filed with the Superintendent, he/she shall have a meeting with the grievant and/or the Union representative concerning the alleged grievance. Within ten(10) working days after said meeting the Superintendent shall, in writing, render his/her decision upon the grievance. Grievance regarding discipline shall be filled within ten (10) working days of the discipline being issued.

D. Level Four

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within ten (10) working days, the grievance may be submitted to mediation by either the District or the Association in writing within ten (10) days.

E. Level Five

If the grievance is not satisfactorily resolved through the mediation process, or if the grievance was not submitted to mediation after Level Three, the grievance shall be presented in writing by the Union to the Board of Education within ten (10) days from the date of the mediation or the Superintendent level disposition, and the Board of Education shall meet with the representative of the Union for the purpose of conducting a hearing at a time mutually agreeable to them. The appeal shall be in writing and shall state the reason or reasons as to why the decision of the Superintendent of Schools was not satisfactory. The Board shall issue its decision in writing within thirty-five (35) days of the hearing.

F. Level Six

If the alleged grievance is not settled at Level Five, the matter may be referred to arbitration. Either party may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within ten (10) days from the date of the Board of Education's written decision at Level Five and the matter is appealed to the American Arbitration Association within twenty (20) days from the Board's written decision at Level Five. The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association. Grievant (s) shall not be authorized to process a grievance to Level Six without the consent of the Union.

The arbitrator shall hear the grievance + dispute and shall render his/her decision within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of the Agreement. The arbitrator shall not render any decision, which would require or permit an action in violation of the Michigan School Laws.

The arbitrator's fee and expenses shall be shared equally by the Board of Education and the Union. The expenses and compensation of any non-member witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

All time limits stated above may be extended by mutual consent of both parties, said consent to be in writing.

Miscellaneous Conditions

- A. Grievances filed as Union grievances may, at the option of the Union, be initiated at Level 3 of the Grievance Procedure. Such grievances shall be filed in writing within ten (10) days after the occurrence of the event which gave rise to the alleged grievance. Union grievances filed at Level 3 shall affect more than one employee of more than one building.

Union grievances which affect individual members will be filed at Level 1.

- B. For the purpose of assisting a bargaining unit member or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit a Union representative access to and the right to inspect and acquire copies of personnel files, with the consent of the individual whose file is requested, and any other files or records of the Board which pertain to an affected bargaining unit member or any issue in question in the proceedings. In no event shall the District be required, except by court order, to disclose information which is subject to claims of privacy, or otherwise exempt from disclosure under the provisions of the Freedom of Information Act or other applicable laws. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- C. The arbitrator shall have no power to rule on discipline or termination of services of a probationary employee and the Union shall not file or process any such grievance.
- D. In the event the Employer does not meet on or answer a grievance within the time limits, the grievance will be deemed to be denied and the Union may move the grievance to the next Level in the grievance procedure. Failure to move the grievance by giving written notice to the Employer within the time limits set forth in this Article shall result in the involved grievance being deemed abandoned and settled on the basis of the Employer's last answer.
- E. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE VIII **PROBATIONARY EMPLOYEES**

1. All new employees, whether full-time or part-time, hired by the District shall be required to serve a probationary period of not less than 90-workdays herein. The School District and Association may agree to extend the probation for a period of up to an additional ninety (90) workdays.

2. The probationary period shall be uninterrupted by any type of service break, and any absences of the employee shall be made up before the probationary period is deemed to be complete.
3. During the probationary period, the employee's services may be terminated at any time by the School District in its sole discretion and neither the employee so terminated, nor the Union shall have recourse to the grievance procedure over such termination.
4. During the probationary period an employee shall not be eligible for the following employee benefits (sick days, personal days, vacation days, bereavement days, etc.). If the probationary period is extended another 90 workdays, the employee shall not be eligible for the benefits as stated above. After the employee has successfully completed the probationary period of employment, such employee shall become a Full Time or Part Time employee and seniority shall start as provided herein. Seniority shall start on the employee's first day of work once Board approved.

ARTICLE IX **SENIORITY**

1. Seniority shall be defined as a length of service within the District as a member of the bargaining unit subject to the probationary period. In the event that more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots. There shall be two (2) kinds of seniority:
 - A. Active seniority shall be defined as the amount of time accrued since the last hiring date (Board approved) for the employee's current classification as a secretarial or food service employee.
 - B. Inactive seniority is defined as the amount of time accrued since the last hiring date (Board approved) of the employee's previous classification as a secretarial or food service employee. Inactive seniority only counts for layoff and recall.
2. Employees who work in more than one classification at a time may only gain seniority in the classification of their choice.
3. At no time shall seniority be transferred from one classification to another. However, sick leave and vacation time do transfer and are paid at the current wage.
4. The Board shall prepare, maintain, and post the seniority lists for all the classifications listed in the Recognition Clause of this Agreement. The initial seniority lists shall be posted conspicuously on a designated bulletin board within thirty (30)

days after the effective date of this Agreement with revisions and updates to be posted semi-annually thereafter. A copy of the seniority lists, and subsequent revisions shall be furnished to the Union. Any employee objecting to the seniority list shall do so within fifteen (15) days of the posting. Thereafter, the list shall be final and conclusive.

5. Seniority shall be lost by a bargaining unit member upon termination, resignation, a transfer to a non-bargaining unit position, or when the employee is laid off for a period in excess of his/her seniority or three (3) whichever is less.
6. Unpaid leaves of absence do not count toward accrual of seniority.

ARTICLE X **DISCIPLINE OF EMPLOYEES**

1. No employee shall be disciplined nor any non-probationary employee or discharged for reasons that are not arbitrary or capricious. The Employer will utilize a progressive disciplinary policy that could ultimately lead to dismissal, said policy to be the following:
 - A. Oral Warning (with written documentation to the employee within 3 school days of the oral warning)
 - B. Written Reprimand
 - C. One (1) day suspension without pay
 - D. Three (3) days suspension without pay
 - E. Discharge

The parties recognize that when implementing progressive discipline, some acts of misbehavior are so serious as to require severe disciplinary measures for first offenses. The parties also recognize that some offenses are minor as to never merit severe measures.

2. All employees shall be disciplined in private. In addition, the employee shall have the right to Union representation at the employee's request.
3. In the case of dismissal, demotion, discharge or suspension of an employee, the Union President shall be advised of the reason(s) as soon as reasonably possible. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Causes which may be deemed appropriate and sufficient discipline include, but are not limited to, the following:
 - A. Unauthorized or excessive absence without good reason from work.
 - B. Commitment or conviction of a criminal act.
 - C. Disorderly or immoral conduct.
 - D. Incompetency or inefficiency.

- E. Insubordination.
 - F. Bringing intoxicants including alcohol or drugs into or consuming intoxicants on any school property.
 - G. Reporting to work under the influence of intoxicants including alcohol or drugs to any degree whatsoever.
 - H. Neglect of duty.
 - I. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
 - J. Violation of any lawful regulation or order made by a supervisor.
 - K. Willful violation of any of the provisions of this Agreement.
 - L. Deliberate falsification of records or reports.
 - M. Harassment; Intimidation or bullying of a student or coworker
 - N. Improper use of force
4. The School District retains the right to establish and promulgate work rules which spell out standards of expected employee conduct so long as they are not inconsistent with the terms of this Agreement. Work rules shall be submitted to the Association prior to their formal adoption. The Association shall have the right to comment on the proposed rule, offer alternatives, or otherwise have input into the content, application, and administration of the rule.
 5. The School District will give notice of newly promulgated work rules to employees and the Association, in a manner which can be reasonably expected to place all employees on notice of the conduct which is prohibited thereby.
 6. Grievances protesting discipline or discharge must be filed within five (5) days after the action was taken and failure to abide by such time limit shall be construed as a waiver by both the Association and the employee or employees involved in any protest of the action. Such grievances shall be initiated at Step Three of the Grievance Procedure set forth in Article VII.
 7. Each employee shall have the right to review his/her personnel file, with Association representation, if requested. The District will have a reasonable time to respond to a request under this paragraph.
 8. The employee shall sign all materials to be included in his/her personnel file. Such signing does not indicate agreement, however. The employee shall have the right to include a rebuttal to any material he/she chooses to explain or clarify. The employee shall have ten (10) working days to sign and attach his/her rebuttal.

ARTICLE XI
VACANCIES AND NEW POSITIONS

1. **Definition**

The term vacancy means a position which the district intends on filling caused by an employee resigning, retiring, dying, transferring, being discharged, or by the creation of a new position in the bargaining unit. An extended leave of more than one (1) year shall be considered a vacancy.

2. **Posting**

The Employer agrees to post notice of all vacancies in conspicuous places (cafeteria and office bulletin boards in all buildings) within five (5) working days of the creation of the vacancy for a period pursuant to Board Policy setting forth the requirements for the position in the posting. Internal candidates applying for an open position will be notified of application or candidate status prior to the scheduling of interviews or recommendation for hire. Postings shall contain the following:

- A. Type of work
- B. Location of work
- C. Starting date
- D. Rate of pay
- E. Number of daily or weekly hours to be worked.
- F. Classification
- G. Minimum requirements/qualifications.
- H. Conditions of employment

When Management exercises its right to test candidate(s) to determine qualifications, the results of the test will be considered.

3. Employees may apply in writing to the Superintendent for the vacant position during the posting period.
4. Filling of vacancies within each bargaining unit classification shall be subject to the following:
- A. The applicant from inside or outside the bargaining unit who best meets, as determined by the Employer, the requirements/qualifications of the job as published on the posting and job description, as well as scores on required tests, the interview, and other relevant factors as determined by the Employer will be awarded the position.
5. If a vacancy occurs while there are employees on some type of leave, said leave being sixty (60) days or less, the position shall be posted and those on leave shall be notified of such vacancy by certified mail through the Superintendent's Office. The employee shall keep the administration office apprised of his/her address.

Failure to keep the administration office apprised of his/her address shall relieve the District of any liability under this Article and shall preclude the filing of a grievance.

6. The Board may temporarily fill the vacancy with the top substitute until the vacancy has been filled as per this Article.
7. Employees who are successful applicants will transfer their accumulated sick leave and vacation time to their new positions on a pro rata basis based on the ratio of the number of hours per day worked in the prior position to the number of hours per day worked in the new position.
8. The President of the Association shall be sent copies of all postings.
9. If a job increases more than thirty (30) minutes or by a pay increase over the original posting, it will be reposted as a vacancy.

ARTICLE XII **LAYOFF AND RECALL**

1. Layoff shall be defined as a necessary reduction in the work force as determined by the Board. Layoff shall be based on seniority within classifications.
2. Employees shall be given notice of layoff as soon as possible prior to effecting such reduction. Every effort will be given to provide a minimum of ten (10) days prior notice.
3. Recall shall be made in inverse order of layoff.
4. Employees whose positions have been eliminated due to a reduction in the work force, who have had their hours reduced by fifteen (15) minutes, or who have been affected by a layoff or elimination of positions, shall have the right to assume a position within their classification for which they are qualified. The employee will first bump the least senior bargaining unit members in their classification. If no position is found, he/she goes on layoff.
5. Notices of recall shall be sent by certified mail to the employee's last known address. It shall be the duty of the employee to notify the School District of any change of address and current phone number. Failure to keep the School District apprised of his/her address shall relieve the District of any liability under this Article and shall preclude the filing of a grievance. A recalled employee shall give notice of his/her intent to return to work within five (5) workdays or the employee's employment shall be terminated.
6. The employee may reject recall to any position that is not comparable to the position from which she/he was laid off without adverse effect on recall rights, in accordance with Article IX, Paragraph 5.

7. Recall will be limited to the length of an employee's seniority or three (3) years whichever is less providing an employee is on layoff and has not been offered recall to a job she/he is qualified for.

ARTICLE XIII UNPAID LEAVES

1. Leaves of Absence

A leave of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave.

It shall be the responsibility of the employee to notify the Board of Education of his or her intention to return to work upon completion of the leave. Notice shall be given by the employee, to the Board of Education, not less than sixty (60) days prior to the date the leave is to expire. Failure to give such notice, absent good cause, shall be deemed an abandonment of employment and the individual's employment with the District shall be terminated.

2. Unpaid Leaves of Absence may be taken for the following purposes:

- A. General Leave of Absence - An employee requesting a leave of absence can make application for a general leave of absence for a period of one (1) year. Such leave shall be subject to extension for an additional period of one (1) year, upon approval by the Board of Education.
- B. Personal Illness or Disability - A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request of the bargaining unit member.
- C. Military Leave - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military service in any branch of the Armed Services of the United States, including the National Guard or Reserve unit. Such leave shall be treated as all other leaves by the School District, and the District shall comply with all Federal and State regulations concerning veteran's preferencing.
- D. Public Service - A leave of absence, not to exceed four (4) years, shall be granted to any bargaining unit member upon application for the purpose of campaigning for, or serving in, a public office or Union office.

- E. Child Care Leave - Any employee in this bargaining unit may request a leave of absence of up to one (1) calendar year for childcare purposes. Application shall be made at least thirty (30) days prior to the anticipated commencement of such leave. The application shall include sufficient information to allow the District to determine that the childcare leave is justified, the anticipated date of commencement of the leave and the anticipated date of return. Approval of the Board must be obtained prior to commencement of the leave. The employee shall be returned to employment upon return from the leave of absence.

- F. Disability Leave - Any employee who can anticipate a prolonged disability shall be eligible for an unpaid leave of absence for up to one (1) year. Such leave shall be subject to extension for an additional period of one (1) year, upon approval of the Board of Education.

- G. Family and Medical Leave Act - It is the policy of the School District to comply with the provisions of the Family and Medical Leave Act of 1993. Under the Act, employees are entitled to up to twelve (12) weeks of unpaid leave of absence for certain family and medical reasons, if the employee has worked for at least one (1) year and has worked at least 1,250 hours over the past twelve (12) months.

In the event that paid leave is available to the employee, the employee may be required to substitute paid leave for the unpaid leave, in certain circumstances.

Notice of the leave and medical certification should be given at least thirty (30) days prior to the taking of the leave, where the circumstances are foreseeable. Where the leave is not foreseeable, notice should be given as soon as practicable under the circumstances. Medical treatment should be scheduled so as not to unduly disrupt the Employer's operation subject to the approval of the health care provider.

The employee will be returned to his/her respective original position, or an equivalent position, upon return from an FMLA leave. Any employee who fails to return on expiration of FMLA on his/her volition, shall repay the District the Board paid insurance.

ARTICLE XIV **PAID LEAVES**

1. **Business Days**: Three (3) personal business days are allowed per year for the purpose of conducting business which cannot be normally carried on after working hours or on Saturday. These days shall be noncumulative. Request for personal business days shall be made at least 2 workdays in advance of the time to be used, when at all possible, and must be approved by the immediate supervisor. Any personal business day which is not used during the school year shall be applied to the accumulated sick leave at the end of the school year.

2. **Jury Duty:** Any employee called for jury duty, or who is subpoenaed to testify for a work-related matter during working hours including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time less the amount received for jury duty. This provision shall not apply if the employee is a party to the litigation or arbitration. If an employee is released from Jury Duty, he/she will contact their supervisor about returning to work.

3. **Funeral/Bereavement Leave:** The bargaining unit member shall be granted a maximum of five (5) days paid leave per event for immediate family members. Immediate family shall be husband, wife, mother, father, brother, sister, grandparents, children, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, step related family members, or permanent residents of the employee's household. Unused funeral/bereavement leave shall not be cumulative. Five (5) additional days with pay deductible from the employee's sick leave may be granted for travel or personal business by the Superintendent at his/her discretion. An employee may submit a request to the Superintendent for five (5) paid funeral leave days due to the death of an individual whose relationship with the present employee warrants such attendance. If such request is granted, the days shall be deducted from any accrued personal business days or sick leave days. Requests for Bereavement Leave shall be made through the immediate supervisor.

4. **Sick Leave:** At the beginning of each school or contract year, whichever is first, sick leave will be allotted as follows on July 1 of each year:

Full Time Employee	12 days
Part Time Employee	9 days

Even though the days are "front loaded" at the start of each new school year they must be earned one day per month worked throughout the year. If an employee leaves the school district having used more sick leave than sick leave earned, they are expected to repay all sick leave used in excess of sick leave earned within ninety (90) calendar days of the last sick day used, unless otherwise agreed upon. The repayment amount will be based on the "Gross Pay" that the member was paid for the unearned sick leave used.

Employees who work more or less days than their normal work year shall have their sick leave prorated to the nearest half day, based on months or portions of months worked. No sick time shall be accumulated while on an unpaid leave. All employees shall accumulate no more than one hundred eighty (180) days. The actual number of hours used as sick days will be tallied throughout the year and employees can check their accumulations via the Employee Access Center.

The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

- A. **Personal Illness or Disability:** A bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability,

which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery, by way of example but not by way of limitation.

- B. Illness in the Immediate Family: Acceptable reasons for sick leave with pay shall be personal illness or injury and/or serious illness in the immediate family requiring the employee to be present up to thirty(30) consecutive days with the seriously ill family member. Circumstances warranting additional days for care of an ill family member may be granted by the Superintendent.
- C. FMLA Compliance: Eligible employees are subject to FMLA in accordance with the law and Board Policy. The District will require the substitution of paid leave for FMLA leave where permitted by law. The District will comply with the procedural requirements relative to applicable notifications.
- D. Workers Compensation Leave: The difference between Workers Compensation and the employee's salary/wages shall be charged to the employee's accumulated sick leave.
- E. Paid Medical Leave Act: In accordance with the Michigan Paid Medical Leave Act ("MPMLA"), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use up to 40 hours of paid medical leave for any of the following for the employee or family member per fiscal year:
 - 1. Mental or physical illness, injury, or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
 - 2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.
 - 3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. This provision shall be interpreted and applied consistent with the MPMLA and shall not provide greater benefits than that allowed by the statute.

To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year, worked an average at least 25 hours per week during the immediately preceding calendar year.

5. Vacation

Employees working a minimum of 35 hours per week for 48 weeks will be entitled to the following paid vacation:

- A. Full-Time employees hired on or after October 1, 2014:
 - 0-9 complete years (as of July 1st) of District experience 5 days paid vacation
 - 10-19 complete years (as of July 1st) of District experience 10 days paid vacation
 - 20 or more complete years (as of July 1st) of District experience 15 days paid vacation

- B. Full-time employees hired before October 1, 2014:
 - 0-7 complete years (as of July 1st) District experience 10 days paid vacation
 - 8-14 complete years (as of July 1st) of District experience 15 days paid vacation
 - 15 or more complete years (as of July 1st) of District experience 20 days paid vacation

- C. Full Time employees shall be allowed to take vacation days anytime from July 1 – June 30, subject to supervisor's approval.

- D. Employees will give notification to their supervisor as to desired vacation time as soon as possible.

- E. Vacation days must be used during the year they are posted.

- F. All 240-day secretarial employees may schedule their twenty (20) unpaid days from July 1 – June 30, only when students are not in session in consultation with their direct supervisor. Each year the calendar will be established by June 15 for the following year. It is expected that the employee will follow the calendar and can only change it with prior approval of their direct supervisor and should only be changed due to an unforeseen reason. 5 additional deduct days, to be taken when students are not present, may be utilized with the approval of the building principal or supervisor.

- G. Full Time Student Service employee (240-day secretary) may schedule their twenty (20) unpaid days from July 1 – June 30 only when students are not in session and in consultation with their direct supervisor. Each year the calendar will be established by June 15 for the following year. It is expected that the employee will follow the calendar and can only change it with prior approval of their direct supervisor and should only be changed due to an unforeseen reason. 5 additional deduct days, to be taken when

students are not present, may be utilized with the approval of the building principal or supervisor.

6. **Holidays**

Employees working a minimum of 35 hours per week will be entitled to the following paid holidays:

- | | |
|--|------------------------|
| New Year's Eve Day | Labor Day |
| New Year's Day | Thanksgiving Day |
| Martin Luther King Day | Day after Thanksgiving |
| Presidents' Day | Christmas Eve Day |
| Good Friday | Christmas Day |
| Memorial Day | Day after Christmas |
| Independence Day (July 4 th) | |

If the holiday falls on a Sunday, the employee shall receive the following Monday off. If the holiday falls on a Saturday, the employee shall receive the preceding Friday off.

Note: If a school day with student membership is scheduled to be worked on any authorized holiday, employees shall be expected to work and be paid at their regular pay. The contractual holiday shall be observed at a later date at the discretion of the employee with administration approval.

7. **Inclement Weather**

Employees shall not be required to report for work when school is canceled due to inclement weather and will not be paid. Food Service employees may use a business/personal day or an unpaid day. Student Service and Support Services employees may use vacation days or business/personal days on inclement weather days if they choose not to report for the day. Student Service and Support Services employees will be given 2 hours to report to work, if needed.

ARTICLE XV INSURANCE COVERAGE

All employees who are paid for **35 hours per week** or more will be entitled up to full family insurance benefits for the entire year. The Board of Education shall contribute up to the “hard cap” amounts per 2011 Public Act 152 toward health/medical insurance coverage up to and including full family sponsored dependents, up to age 26. Employees will contribute toward the cost of health/medical insurance for premium costs above the Board’s contribution through automatic payroll deduction. Should health/medical insurance premiums fall below the “hard cap” the Board of Education shall contribute the difference up to the “hard cap” directly to the employee each month in payroll (payment is subject to tax) for Option 1 & 2 or to the individuals HSA for Options 3 & 4.

The insurance plan year is January 1 – December 31.

Group Term Life Insurance/AD&D

The Board of Education shall provide at no cost to the employees 20,000 Life / \$20,000 AD & D

Health Care Insurance

The Board of Education shall provide the following options:

Plan A

1. BCBSM Simply Blue PPO 100% (No Coinsurance) \$1000/\$2000 deductible in-network with out-of-pocket maximum in-network \$6350/\$12,700 insurance coverage. Employees shall be subject to \$30 office visit co-pay, \$30 specialist office visit co-pay, \$30 urgent care co-pay, and \$150 emergency room co-pay. Prescription coverage of \$15 generic, \$30 preferred brand, \$60 nonpreferred brand and mail order 2x (90 supply @ 2 month out of pocket cost).
2. BCBSM Simply Blue PPO 80%/20% (Coinsurance) \$1400/\$2800 HSA in-network with out-of-pocket maximum in-network \$2250/\$4500 insurance coverage. Office visit, specialist office visit, urgent care, and emergency room are subject to deductible and coinsurance. Prescription coverage subject to deductible then \$15 generic, \$30 preferred brand, \$60 nonpreferred and brand mail order 2x (90 supply @ 2-month out of pocket cost).
3. BCBCM Simply Blue MVP PPO 100% (No Coinsurance) \$6350/\$12700 HAS in-network with out-of-pocket maximum in-network \$6350/\$12700 insurance coverage. Office visit, specialist office visit, urgent care, and emergency room are subject to deductible and 100% covered after deductible. Prescription coverage subject to deductible then 100% covered after deductible.

4. BCBSM Simply Blue PPO 80%/20% (Coinsurance) \$3500/\$7000 HSA in-network with out-of-pocket maximum in-network \$4500/\$9000 insurance coverage. Office visit, specialist office visit, urgent care, and emergency room are subject to deductible and coinsurance. Prescription coverage subject to deductible then \$15 generic, \$30 preferred brand, \$60 nonpreferred brand mail order 2x (90 supply @ 2 month out of pocket cost).

Plan B

5. Cash in Lieu-An amount equivalent to the Board's medical benefit plan cost up to \$500 per month shall be contributed on behalf of the employee completing application toward other options provided in this contract on the conditions that: (1) If the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The employee shall be eligible for cash in Plan B; Cash in lieu.

Dental Insurance

The Board of Education shall provide at no cost to the employees 75/50/50/\$1000/50 Principal Dental Insurance Coverage

Vision Insurance

The Board of Education shall provide at no cost to the employees VSP Choice Network Vision Insurance Coverage

Insurance benefits shall be subject to review and change of carrier pursuant to the School District bidding procedures during the life of this agreement. Benefits shall remain substantially equivalent. Any change(s) in benefits or carriers are subject to mutual agreement by the parties.

Employees who are paid for **30-34 hours per week** will be entitled to single insurance benefits (medical, dental and vision) including \$250 monthly cash in lieu for the entire year. Employee's may purchase two-person or family vision at the employee's expense. The Board of Education shall contribute up to the "hard cap" amounts per 2011 Public Act 152 toward health/medical insurance coverage. Employees will contribute toward the cost of health/medical insurance for premium costs above the Board's contribution through automatic payroll deduction. Should health/medical insurance premiums fall below the "hard cap" the Board of Education shall contribute the difference up to the "hard cap" directly to the employee each month in payroll (payment is subject to tax) for Option 1 & 2 or to the individuals HSA for Options 3 & 4.

The insurance plan year is January 1 – December 31.

Group Term Life Insurance/AD&D

The Board of Education shall provide at no cost to the employees \$10,000 Life / \$10,000 AD & D to staff who take medical insurance

Health Care Insurance

The Board of Education shall provide the following options:

Plan A

1. BCBSM Simply Blue PPO 80%/20% (Coinsurance) \$500/\$1000 deductible in-network/coinsurance maximum deductible \$2500/\$5000 with out-of-pocket maximum in-network \$6350/\$12,700 insurance coverage. Employees shall be subject to \$20 office visit co-pay, \$20 specialist office visit co-pay, \$20 urgent care co-pay, and \$150 emergency room co-pay. Prescription coverage of \$15 generic, \$30 preferred brand, \$60 nonpreferred brand and mail order 2x (90 supply @ 2 month out of pocket cost).
2. BCBSM Simply Blue PPO 100% (No Coinsurance) \$1000/\$2000 deductible in-network with out-of-pocket maximum in-network \$6350/\$12,700 insurance coverage. Employees shall be subject to \$30 office visit co-pay, \$30 specialist office visit co-pay, \$30 urgent care co-pay, and \$150 emergency room co-pay. Prescription coverage of \$15 generic, \$30 preferred brand, \$60 nonpreferred brand and mail order 2x (90 supply @ 2 month out of pocket cost).
3. BCBSM Simply Blue PPO 80%/20% (Coinsurance) \$1350/\$2700 HSA in-network with out-of-pocket maximum in-network \$2250/\$4500 insurance coverage. Office visit, specialist office visit, urgent care, and emergency room are subject to deductible and coinsurance. Prescription coverage subject to deductible then \$15 generic, \$30 preferred brand, \$60 nonpreferred and brand mail order 2x (90 supply @ 2 month out of pocket cost).
4. BCBSM Simply Blue PPO 80%/20% (Coinsurance) \$3500/\$7000 HSA in-network with out-of-pocket maximum in-network \$4500/\$9000 insurance coverage. Office visit, specialist office visit, urgent care, and emergency room are subject to deductible and coinsurance. Prescription coverage subject to deductible then \$15 generic, \$30 preferred brand, \$60 nonpreferred brand mail order 2x (90 supply @ 2 month out of pocket cost).

Plan B

Cash in lieu-An amount equivalent to the Board's medical benefit plan cost up to \$250 per month shall be contributed on behalf of the employee completing application toward other options provided in this contract on the conditions that: (1) If the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides

documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The employee shall be eligible for cash in lieu under Plan B.

Dental Insurance

The Board of Education shall provide at no cost to the employees single 50/50/50/\$1000/0 Principal Dental Insurance Coverage

Vision Insurance

The Board of Education shall provide at no cost to the employees single VSP Choice Network Vision Insurance Coverage

All insurance benefits provided by this agreement shall be subject to review and change of carrier pursuant to the School District bidding procedures during the life of this agreement. Benefits shall remain substantially equivalent. Any change(s) in benefits or carriers are subject to mutual agreement by the parties.

All employees working **less than 30 hours per week** will qualify for group term life insurance and single vision insurance. Employees working less than 30 hours per week shall have the ability to purchase two-person or family vision insurance at the employee's expense.

Group Term Life Insurance

The Board of Education shall provide at no cost to the employees \$10,000 Life / \$10,000 AD & D to staff who take medical insurance

Vision Insurance

The Board of Education shall provide at no cost to the employees single VSP Choice Network Vision Insurance Coverage

ARTICLE XVI
EVALUATION OF PERSONNEL

1. The School District shall have the right to evaluate all personnel in the performance of the duties and as defined by the job description. The purpose of the evaluation instrument shall be to assess the relative strengths and weakness, and areas of performance in need of improvement.
2. The Administration shall prepare a proposed evaluation instrument. The proposed evaluation instrument shall be submitted to the Association not later August 1st. This requirement shall be waived on any given year in which the evaluation instrument is not modified. The Association shall have thirty (30) days within which to suggest changes, modifications, or alterations, including the right to submit an entirely different instrument. Any dispute concerning the instrument shall be the subject of a special conference between the School District and the Association. The final

decision relative to the contents of the evaluation instrument shall be in the discretion of the School District, subject to the grievance procedure provided for herein.

3. The evaluation shall be based upon observations of the employee's performance, as well as material events, occurrences, and activities within the knowledge of the evaluator, or which can be substantiated by reliable evidence. The evaluation will be done by the immediate supervisor of the employee.

The completed evaluation shall be delivered to the employee within ten (10) days after completion of the observations. All evaluations shall be placed and retained in the employee's personnel file.

The evaluation shall be presented to the employee at a conference which will be held with his/her immediate supervisor. Both the immediate supervisor and the employee shall be required to sign the evaluation. The employee's signature is to be construed as an acknowledgment that he/she received a copy of the evaluation and not as an agreement with its contents.

If the employee disagrees with the contents of the evaluation, he/she shall have the right to submit a written statement commenting on the evaluation within ten (10) days after the employee receives the evaluation. The employee's response shall be limited to four (4) pages of standard size paper.

4. In the event that an employee is given an unsatisfactory evaluation, the School District shall inform the employee of the alleged deficiencies and what needs to be done to improve, in writing. In such cases, the appropriate administrator shall prepare an individual development plan (IDP) in consultation with the employee and the administration. The Employee shall be afforded a reasonable time to improve. However, the responsibility for improvement within a reasonable time rests with the employee.
5. It shall be the responsibility of the immediate supervisor of an employee subject to an individual development plan, to evaluate the employee twice during the next six (6) month period following the issuance of the IDP. The evaluation shall address and assess the performance of the employee relative to the areas of deficiency specified in the IDP. Upon the completion of the evaluation, the Superintendent may determine whether dismissal will be recommended.

ARTICLE XVII **NEGOTIATIONS PROCEDURE**

1. Sixty days (60) prior to the end of the Contract term, either party shall have the right to re-open the Contract by submitting a demand in writing to the opposing party, specify the articles and sections of the Contract which are proposed to be altered,

and specifying the changes sought. When negotiations are conducted during regular school hours, release time shall be provided for the Union's Negotiating Committee.

2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and consider proposals.
3. Board policies and work rules adopted after the date of this Agreement shall be distributed to the membership by supplying a copy of the policy or work rule to the Union and posting a copy on each Union bulletin board. Compliance with this provision shall be sufficient notice to the unit and its members of the policy or work rule. Such posting shall occur within thirty (30) days of the adoption of the policy or work rule.
4. The Union and the School District shall have the right to call a special conference to discuss matters of mutual concern when such need arises. Requests for a special conference shall be in writing and shall specify the purposes of the meeting and contain a proposed agenda. The Superintendent of Schools shall schedule the meeting within five (5) working days of receiving the request.

ARTICLE XVIII **COMPENSATION**

1. Full-time and part time employees shall be paid bi-monthly and shall be accorded the wages, benefits and vacation delineated in this Agreement. Full time and part time employees who work longer than their contract year shall earn applicable pro-rated vacation, sick and holiday compensation.
2. All employees voluntarily leaving the employment of the District after at least ten years of service shall be paid at the rate of fifteen dollars (\$15.00) per day for their unused accumulated sick leave days not to exceed one hundred fifteen (115) days. In the event of the employee's death his/her remaining unused sick days will be paid to his/her beneficiary(s).
3. All employees shall receive overtime for hours worked in excess of forty (40) hours per week. Food service employees shall be paid at one and one-half (1-1/2) hours for each hour worked at banquets.
4. If a paycheck error occurs because of management or computer error, a check will be written for the difference within two (2) working days from the time management is notified of such error.
5. If an employee is absent from work and a substitute is needed, that member's job will first be offered to other employees by classification (if that person is working less hours) on the basis of seniority. In the event the position still is not filled, a substitute

may be called. If an employee has to do another employee's work, that employee shall be compensated at the higher of the two (2) pay rates, either his/hers or the absent employee's.

6. Employees who have worked in the District for at least ten (10) years will receive longevity pay:

10-14 years of District Experience	\$125.00
15-19 years of District Experience	\$150.00
20-24 years of District Experience	\$175.00
25 or more years of District Experience	\$200.00

Longevity pay will be calculated based on the employee's total years of service in the District at the end of the previous fiscal year and paid no later than the first pay in December.

ARTICLE XIX **SEVERABILITY**

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 law, but all other provisions or applications shall continue in full force and effect.
2. It is further agreed that within a reasonable time of any demand to negotiate, the Board and Union will commence negotiations to reach a new Agreement concerning the subject matter of the provision determined to be contrary to law.
3. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be directly contradictory to explicit provisions of this Agreement.
4. Emergency Financial Manager- If an emergency manager is appointed by the State under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Acts (PERA).

ARTICLE XX **WAIVER**

The parties agree that during negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by law or from compromise through bargaining and

that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth in this Agreement. The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to in this Agreement or not, even though such subject or matter may not have been in the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. During the term of this Agreement, these provisions and the conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

All conditions of employment in effect covering employees in this bargaining unit established in Article II Recognition of this Agreement prior to and at the time of this Agreement, which are inconsistent with the terms of this Agreement are null and void and of no further force or effect. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules and regulations on all matters covered in this Agreement.

ARTICLE XXI
DURATION OF AGREEMENT

This Agreement shall be effective as of September 21, 2021, and shall continue in effect until the 30th day of June, 2024.

WITNESSETH:

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their representatives on the September 21, 2021.

Representatives FOR THE UNION

President

Leslie Rousseau
Bargaining Team Member

Kim Johnson
Bargaining Team Member

Chris Duxick
Uniserv Director & Chief Spokesperson

Representatives FOR THE BOARD

[Signature]
President

Janice Skaggs
Secretary

Kelli Tull
Superintendent

**SCHEDULE A
WAGE SCHEDULE**

STUDENT SERVICES

<u>2021-2022</u>		<u>2022-2023</u>		<u>2023-2024</u>	
1	\$18.00	1	\$18.18	1	\$18.46
2	\$18.32	2	\$18.50	2	\$18.78
3	\$18.60	3	\$18.79	3	\$19.07
4	\$19.02	4	\$19.21	4	\$19.50
5	\$19.40	5	\$19.60	5	\$19.89
6	\$19.79	6	\$19.99	6	\$20.29

**SUPPORT
SERVICES**

<u>2021-2022</u>		<u>2022-2023</u>		<u>2023-2024</u>	
1	\$17.73	1	\$17.90	1	\$18.17
2	\$18.03	2	\$18.21	2	\$18.49
3	\$18.31	3	\$18.49	3	\$18.77
4	\$18.73	4	\$18.91	4	\$19.20
5	\$19.10	5	\$19.29	5	\$19.58
6	\$19.48	6	\$19.68	6	\$19.97

Student services and support services employees will remain on the step they started at the beginning of the 2021-22 school year. Steps will be granted during the 2022-2023 and 2023-2024 school years.

The support service employee who is assigned to oversee the District's State Reporting obligation (i.e. MSDS) will also receive \$0.25 per hour in addition to their regular wage.

**SCHEDULE B
FOOD SERVICE WAGE SCHEDULE**

HEAD COOK

<u>2021-2022</u>		<u>2022-2023</u>		<u>2023-2024</u>	
1	\$15.20	1	\$15.20	1	\$15.43
2	\$15.47	2	\$15.47	2	\$15.70
3	\$15.72	3	\$15.72	3	\$15.96
4	\$16.07	4	\$16.07	4	\$16.31
5	\$16.39	5	\$16.39	5	\$16.64
6	\$16.72	6	\$16.72	6	\$16.97

HEAD CASHIER/BAKER/ASST. HEAD COOK/GENERAL FOOD SERVICE

<u>2021-2022</u>		<u>2022-2023</u>		<u>2023-2024</u>	
1	\$14.00	1	\$14.00	1	\$14.21
2	\$14.25	2	\$14.25	2	\$14.46
3	\$14.48	3	\$14.48	3	\$14.70
4	\$14.80	4	\$14.80	4	\$15.02
5	\$15.10	5	\$15.10	5	\$15.33
6	\$15.40	6	\$15.40	6	\$15.63

