



MASTER AGREEMENT

BETWEEN THE

**MONROE COUNTY
INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

**EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION – MEA/NEA**

2021-2024

Table of Contents

ARTICLE I.....	1
PURPOSE	1
ARTICLE II.....	1
RECOGNITION	1
ARTICLE III.....	2
RIGHTS OF THE BOARD OF EDUCATION	2
ARTICLE IV	2
RIGHTS OF THE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION AND ITS MEMBERS	2
ARTICLE V	3
ASSOCIATION OFFICERS	3
ARTICLE VI	4
JURISDICTION.....	4
ARTICLE VII	4
CONTRACTUAL WORK.....	4
ARTICLE VIII	4
SAFETY PRACTICES	4
ARTICLE IX	5
PROBATION, SENIORITY, LAYOFF AND RECALL, REDUCTION IN HOURS	5
ARTICLE X	7
PROMOTIONS AND TRANSFERS	7
ARTICLE XI	9
NEW JOBS.....	9
ARTICLE XII	9
DISCIPLINE-DISCHARGE	9
ARTICLE XIII	10
UNPAID LEAVES OF ABSENCE	10
ARTICLE XIV	13
PAID LEAVE DAYS	13
ARTICLE XV	16
FAMILY MEDICAL LEAVE ACT (FMLA)	16
ARTICLE XVI	17
HOURS AND WORK WEEK	17
ARTICLE XVII.....	19
HOLIDAYS	19
ARTICLE XVIII.....	20
VACATIONS.....	20

ARTICLE XIX	21
JURY DUTY	21
ARTICLE XX.....	22
GENERAL	22
ARTICLE XXI	26
CLASSIFICATION AND COMPENSATION.....	26
ARTICLE XXII	26
EVALUATIONS.....	26
ARTICLE XXIII	26
INSURANCE PROTECTION	26
ARTICLE XXIV.....	28
PRO RATA BENEFITS.....	28
ARTICLE XXV.....	28
GRIEVANCE PROCEDURE.....	28
ARTICLE XXVI.....	32
CONTINUITY OF OPERATIONS	32
ARTICLE XXVII.....	32
SCOPE, WAIVER AND ALTERATION OF AGREEMENT, AND EMERGENCY MANAGER.....	32
ARTICLE XXVIII.....	33
TERMINATION AND MODIFICATION	33
SCHEDULE A HOURLY – 2021-2022 – Hired Prior July 1, 2011	34
SCHEDULE A HOURLY – 2021-2022 – Hired After July 1, 2011	35
SCHEDULE A HOURLY – 2021-2022 – Effective 10-14-21	36
SCHEDULE A HOURLY – 2022-2023	37
SCHEDULE A HOURLY – 2023-2024	38
SCHEDULE “B”.....	39
LONGEVITY	39
SCHEDULE “C”	39
EDUCATION CREDIT	39
APPENDIX A	40
“FLEXIBLE COMPENSATION PLAN”	40
APPENDIX B	41
HOURLY EMPLOYEE/ASSOCIATION GRIEVANCE.....	41

AGREEMENT

Between

THE MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT,
hereinafter referred to as the Board

and

**THE MONROE COUNTY INTERMEDIATE
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION MEA/NEA,**
hereinafter referred to as the Educational Support Personnel Association

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

The term "support staff member" when used in this Agreement shall refer to all employees represented by the Educational Support Personnel Association, and reference to male employees shall include female employees and vice versa.

ARTICLE II

RECOGNITION

- A. The Board hereby recognizes the Monroe County Intermediate Educational Support Personnel Association/MEA/NEA, hereinafter referred to as the Association, as the sole and exclusive collective bargaining agent of the support staff members covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours, employment and other terms and conditions of employment.
- B. The Association President may request to review that appropriate personnel are included in the Recognition clause. Such request will not be unreasonably withheld.
- C. The term "support staff member" as used herein shall include all full-time or regularly employed part-time Secretarial, Custodian/ Maintenance, Bus Driver, Bus Aide, Program Assistant, Teacher Aide, Instructional Aide, Physical Therapy Assistant and Occupational Therapy Assistant, but excluding the Administrative Assistants of the Superintendent and Assistant Superintendent for Human Resources, all Supervisors and all other employees.
- D. Regularly Employed Part-Time refers to support staff members working on an assignment of less than thirty (30) scheduled hours per week and when such assignment is normally scheduled at least nine (9) months of any school year.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

- A. The Board on its own behalf and on behalf of the electors of the school district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitutions of the state of Michigan and the United States, including but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the Monroe County Intermediate School District and the Monroe County Education Programs and Personnel, including the properties and facilities of the District, and the activities of its support staff members during the school day or while discharging professional responsibilities arising from employment with the Board.
 - 2. To hire all support staff members and subject to provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such support staff members.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of Michigan and of the United States.

ARTICLE IV

RIGHTS OF THE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION AND ITS MEMBERS

- A. Upon request by the Association, and the presentation of proper credentials to the Superintendent or his designate, officers or accredited representatives of the Association shall be admitted on the Board's premises during work hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances provided said visitation shall not disrupt orderly operations.
- B. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every eligible support staff member employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board also recognizes that the members of the Association are entitled to the benefits and protection provided under Public Act 336 of 1947 as amended. Matters under this paragraph shall not be subject to the grievance procedure.
- C. As a duly elected body exercising governmental power under color of the law of the state of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any support staff member in the enjoyment of any rights conferred by laws of the state of Michigan or constitutions of Michigan and the United States; that it will not discriminate against any staff member with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. Matters under this paragraph shall not be subject to the grievance procedure.

- D. The Board will furnish bulletin board space and District voicemail for the local Association. The board space and the District voicemail shall be used for the following types of notices:
- A. Recreational and social affairs of the Association
 - B. Association meetings
 - C. Association elections
 - D. Reports of the Association
 - E. Rulings or policies of the Association

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the employer, any of its employees or any labor organization among its support staff members, and no material, notices or announcements which violate the provisions of this section shall be posted. If provided, the Association may place written notices, following the guidelines in the section, in support staff members' physical mailboxes as long as no additional cost accrues to the district.

- E. The rights granted herein to the Association shall not be granted or extended to any competing educational support organization. However, the Association must continue to be designated by a majority of its membership as the legal bargaining representative.
- F. The Association and its members shall have the privilege to use school building facilities at all reasonable hours for meetings relative to the Association. All such meetings in the Monroe County Educational Center, the Special Education Service Center, the Professional Development Center and the Transition Center shall be cleared in advance with the appropriate building administrator and with the Superintendent or his designate when the Administration Building is to be used.
- G. All Board policies pertaining to the services provided to students or support staff by this school district shall be available to all support staff members on the school's website.
- H. After making proper arrangements with his/her immediate Supervisor, a support staff member, upon request of a representative of the Board, shall be released from his/her regular duties to participate in a grievance hearing or other contract related activity.
- I. Nothing contained herein shall be construed to prevent any individual Association member from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

The rights granted to members under the Master Contract shall be deemed to be in addition to those provided elsewhere.

ARTICLE V

ASSOCIATION OFFICERS

- A. The support staff members shall be represented by one (1) President and/or four (4) Officers, with no more than one (1) Officer from each classification, who shall be chosen or selected in a manner determined by the support staff members and the Association, and whose names and building or department responsibilities shall be made known to the Board in writing as changes occur.
- B. The President or Officers may use time off up to a cumulative total of six (6) hours per week for the purpose of investigating grievances, discussing grievances with the administration, and attending grievance meetings, after receiving prior approval from his/her Supervisor. The President shall be allowed up to one hour per week inclusive of the six (6) hours per week, to conduct such business as introducing themselves to a new support staff member, answering questions of a support staff member within the bargaining unit and signing up a new support staff member with application and

etc., as long as such time does not interfere with the normal instructional day and prior arrangements are made with his/her supervisor. However, attendance of Officers at grievance meetings shall be limited to the President or one Officer for grievances involving a building or department, and the President and one Officer in grievances involving two or more buildings or departments.

- C. General Association business discussions shall occur only during lunch periods, break times, or before or after scheduled workdays.
- D. During the President's term of office, that support staff member shall be deemed to head the seniority list for the purpose of layoff and recall only, provided that the support staff member is qualified to do the required work. Upon termination of the President's term, that support staff member shall return to the regular seniority status.
- E. The Board shall supply the President of the Association with the following information during a newly hired support staff member's first week of employment: Name, Address, Division, Classification and Job Location.

ARTICLE VI

JURISDICTION

Support staff members not covered by the terms of this Agreement may under certain conditions perform the work covered by this Agreement. Such work performed by non-bargaining unit personnel shall not be for the purpose of avoiding the payment of additional or overtime pay or to reduce, replace or displace the number of bargaining unit personnel currently employed. Examples of work that may be performed by non-bargaining unit support staff members are as follows:

- A. Tasks currently performed by Administrative/Supervisory personnel as part of their normal job responsibility.
- B. Students assigned as part of their vocational training.
- C. Ancillary tasks normally performed by Certified personnel in fulfilling their normal job responsibility.
- D. Unforeseen tasks or circumstances which require temporary but immediate attention, for which there are no Association personnel readily available to perform same.

ARTICLE VII

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Association, nor to discriminate against any of its members.

ARTICLE VIII

SAFETY PRACTICES

- A. The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards that the support staff members may encounter at their places of work in accordance with the Michigan Occupational Safety and Health Act.

- B. Support staff members recognize their responsibilities to comply with all applicable health and safety regulations that have been given to them in writing; and further, recognize that failure to comply with said rules and regulations will subject the support staff member to disciplinary action, including discharge.
- C. Support staff members covered by this Agreement will not be required to work with students who attend school in violation of state of Michigan Public Health Laws and Board of Education Policies. As soon as possible, the Board will notify in writing any affected support staff member(s) who would be regularly exposed to any known extraordinary contagious condition borne by a student with whom the support staff member works.

ARTICLE IX

PROBATION, SENIORITY, LAYOFF AND RECALL, REDUCTION IN HOURS

- A. A newly hired support staff member shall be on a probationary status for ninety (90) workdays, taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) workday probationary period, the support staff member's work performance is unsatisfactory, the support staff member may be dismissed by the Board during this period without appeal by the support staff member or the Association. Probationary support staff members who are absent on scheduled workdays, or who serve their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days absent, or equal to the number of days that the job was not operative, and such support staff member shall not have completed his/her probationary period until these additional days have been worked.
- B. Upon satisfactory completion of the probationary period, the support staff member's seniority date shall be retroactive to the support staff member's date of hire. Seniority shall be determined by the support staff member's continuous service with the Board, subject to the provisions stated in this Article.
- C. In the event that the Board hires more than one (1) support staff member within the same classification on the same date, the support staff members would then be placed on the seniority list based on the support staff member with the lowest number determined by the last four (4) numbers of his/her Social Security Number. The affected support staff members would appear on the seniority list on that basis.
- D. A support staff member will lose his/her seniority for the following reasons:
 - 1. The support staff member resigns.
 - 2. The support staff member is discharged for cause, and such discharge is not reversed through the grievance procedure.
 - 3. The support staff member retires.

Seniority shall be retained, but not accrue, within the bargaining unit for a support staff member who transfers to either a supervisory or a confidential position outside of the bargaining unit, provided that same support staff member remains an employee of the Board, with that same employee having the right to exercise the seniority that he/she had earned while he/she was a member of the bargaining unit, in the event that such employee vacates his/her position outside of the bargaining unit.

- E. An agreed to seniority list shall be furnished to the Association on or about November first of each year. Such list shall contain each support staff member's name, date of hire and classification. Seniority in classification shall be as of date of entry into classification.

- F. In the event that the Board determines that it is necessary to reduce the number of support staff members through the layoff procedure, the affected support staff member or support staff members shall be given a minimum of two (2) weeks written notice, sent by certified mail or hand delivered, prior to the date that the scheduled layoff or layoffs are to be effective. Support staff members shall be laid off and recalled according to their seniority and qualifications within their Classification provided the support staff member has the qualifications and the ability to perform the work. For purposes of layoff and recall only, seniority as Teacher Aide and/or Program Assistant will be considered equal.

Support staff members shall have the right of recall for a period not to exceed three years following the date of layoff. It shall be the responsibility of the support staff member to keep the district informed of his/her current address. Failure of the support staff member on layoff to respond in writing to the Human Resources Department within 15 workdays of the receipt of a certified offer of a position made by the Board will result in the support staff member being considered a voluntary quit, losing all right of recall.

A support staff member on scheduled layoff shall have the right to exercise his/her seniority and displace the least seniority support staff member in a lower rated classification, provided the senior support staff member has the necessary qualifications to perform the duties of the job. In the event that the laid off support staff member does not have enough seniority to displace another support staff member in a lower rated classification, that support staff member shall then be laid off, and be subject to the recall provisions of this section.

Upon reinstatement of a position, the current senior support staff member who at the time of layoff was assigned to the position's classification and program and who has the qualifications to perform the duties of the position, will be reassigned to the reinstated position prior to recalling another support staff member. No classroom position will be affected more than twice during any one year. In the event that the returning support staff member's position has been upgraded to the extent that additional skills would be required, that same support staff member shall be given the proper training (excluding formal training) in order that the support staff member may obtain those newly required skills.

- G. In the event that the Board reduces the regular hours of a senior support staff member within a classification to a lesser amount of hours than any other support staff member with a lesser amount of seniority within that same classification, the senior support staff member whose hours are reduced shall have the right to exercise his/her seniority and displace the least seniority support staff member within that classification, provided the senior support staff member is qualified for the position. In the event that the support staff member whose regular hours are reduced by the Board is the least seniority support staff member within his/her classification, that support staff member shall have the right to exercise his/her seniority and displace the least seniority support staff member within the next lower classification provided the senior support staff member possesses the necessary qualifications. The support staff member whose hours are reduced by the Board, and does not have enough seniority to displace any other support staff member in the manner herein described, or who is displaced by a more senior support staff member, and does not have enough seniority to displace any other support staff member in the manner herein described shall be caused to work a fewer amount of hours. In the event that the Board would reinstate the reduced hours back to the number of hours that were being worked prior to the reduction of those hours, each support staff member who was either displaced by a more senior support staff member or caused to work a fewer amount of hours as a result of the reduction of hours, shall revert back to his/her original position that he/she held prior to the reduction of hours by the Board.
- H. A support staff member who bumps a lesser seniority support staff member in a lower classification shall be placed on the same step of the salary schedule that he/she was placed on in the classification from which he/she was bumped. A support staff member returning to the classification from which he/she was bumped, or laid off, shall be placed at the same step of the salary schedule that he/she was placed in the lower classification due to being bumped, or the step

of the salary schedule that he/she would have been placed had he/she not been laid off, whichever is higher.

ARTICLE X

PROMOTIONS AND TRANSFERS

- A. Notice of all vacancies and newly created positions which occur when school is in session shall be posted on designated support staff member bulletin boards and on the district website within ten (10) working days from the date of the vacancy, and the support staff member shall be given five (5) working days in which to make written application to fill the vacancy or new position.
- B. In the event that a new position is established, or a vacancy occurs when school is not in session, the posting will be placed on the district website within 10 working days from the date of vacancy or establishment of the new position and support staff members shall have 5 working days from the day the posting is placed on the district website to make proper application for the new or vacated position.
- C. The new or vacant Job description shall contain the following:
 - 1. Type of work
 - 2. Wage range
 - 3. Starting date
 - 4. Hours per day
 - 5. Classification
 - 6. Educational qualifications
- D. The senior support staff member making proper application shall be awarded the open or new position, provided the support staff member has the necessary qualifications to perform the duties of the position and is the most qualified. The Board shall, within five (5) working days of the decision being made to award the position, initiate a notification in writing to all of the applicants as to the name of the person awarded the open or newly created position. In the event the Board determines the most senior applicant does not possess the necessary qualifications to perform the duties of the job or is not the most qualified, and awards the open or new position to a lesser seniority applicant or new support staff member, the seniority applicant(s) who was not awarded the open position shall be furnished written reason or reasons as to why the support staff member's qualifications were not equal to the support staff member who was awarded the position. In the event the support staff member does not agree with the reasons given by the Board, based on the support staff member's qualifications only, the support staff member shall have the right to grieve the reasons given.
- E. In the event that a vacancy occurs or a new position is created within the Program Assistant, Teacher Aide or Instructional Aide classification during the course of a school year, the original vacancy or new position will be filled as specified in paragraphs A, B, C and D of this Section. Any remaining vacancy that is created by the filling of the original vacancy will then, for the remainder of that school year, be filled by the Board with a new support staff member without any posting requirement.

On or about May 1st of each year, any position which has been filled by a new support staff member under this procedure shall then be posted as a vacant position and filled for the next school year, effective July 1st, as specified in paragraphs A, B, C and D of this section. If this position is awarded to a bargaining unit support staff member, the vacancy that occurs because of the award will be posted on or about June 1st and filled effective July 1st as specified in paragraphs A, B, C and D of this section. Again, if this vacancy is awarded to a bargaining unit support staff member, any other vacancies which occur because of the June 1st award will be posted and filled following the same procedures, as time allows, prior to the July 1st start of the next school year.

Exceptions to this procedure will be made for any vacancy or new position occurring on or after May 1st. Such exception will allow the Board to hire a temporary support staff member for the remainder of the school year and on or about June 1st post the position as being vacant for the next school year. Such vacancy will be filled as above.

- F. In the event the Board determines that a test(s) shall be required for placement in an open or new position, the Association will be notified in writing of such testing and the Board, upon written request of the Association, shall meet with its representative(s) to review the testing procedures. Each test given by the Board shall be given uniformly to all applicants. Once a testing procedure is established for a position, no changes in the procedure will take place without first notifying the Association in writing of such change.
- G. A newly promoted or transferred support staff member shall serve a trial period of sixty (60) workdays in the open position at the proper rate of pay and fringe benefits for the new position. During the first twenty (20) workdays of the trial period, the support staff member may elect to return to the support staff member's former position. In the event that the support staff member's work performance is unsatisfactory to the Board, the Board shall have the right to return the support staff member to his/her former position, or a similar position, at any time during the trial period. In the event that the Board determines to return the support staff member to his/her former position or a similar position, the Board shall notify the support staff member in writing as to the reason or reasons why the support staff member's work performance was unsatisfactory. The return of the support staff member to such position shall be completed within ten (10) working days.
- H. Teacher Aides who are required by law to meet No Child Left Behind (NCLB) standards for paraprofessionals shall do so not later than January 8, 2006. Support staff members requesting a transfer into a paraprofessional position covered under the NCLB Act must meet the qualifications as required by the NCLB Act prior to a transfer.
- I. As of September 18, 2009, internal and external applicants must demonstrate an Associate's degree or 60 credit hours to be considered for an Instructional Aide position. As of September 18, 2009, internal and external applicants must demonstrate an Associate's degree, 60 credit hours, WorkKeys or ETS ParaPro Assessment with the minimum Michigan passing score or higher to be considered for a Teacher Aide position. These educational requirements do not apply to a support staff member who was an Instructional Aide or Teacher Aide on September 18, 2009 and wishes to transfer within their classification.

Temporary Vacancies

In the event of a temporary vacancy, the Board shall have the right to hire a temporary support staff member who will not be covered under the terms of this Agreement. Such temporary support staff member may be employed by the Board during the duration of the vacancy, provided the Board offers the job to the qualified senior support staff member who expresses an interest in the temporary vacancy in writing to the Human Resources Office, prior to it being filled. If an existing support staff member accepts the temporarily vacated position, the newly hired support staff member shall fill this temporary vacancy. Temporary vacancies are deemed to be temporary as long as the regular support staff member is off the job but is due or scheduled to report back to the regular work assignment. In the event an existing support staff member accepts the temporary transfer, and the temporarily vacant position is a higher classification, he/she shall be placed on a step in the new classification which will ensure that he/she shall not receive a reduction in salary. In the event that it is determined that the regular support staff member will not be returned to the support staff member's regular position, the position will then be considered to be vacant, and will be filled as specified under the terms of this Article.

Involuntary Transfers

- A. Any support staff member involuntarily transferred from his/her classification to another classification within the bargaining unit, shall after five (5) consecutive working days in the position, either be paid the rate of the position from which the support staff member is transferred, or the rate of the position to which the support staff member is transferred, whichever is higher, retroactive to the date that the support staff member first began working in the classification.
- B. Involuntary transfers shall be for a period of no longer than sixty (60) workdays, except in the event that both parties mutually agree to an extension of the sixty (60) workday time period. In the event that it is not mutually agreeable to extend the involuntary transfer beyond the sixty (60) workdays, or if the position becomes a permanent vacancy prior to the expiration of the sixty (60) workdays, the position shall then be considered an open position and posted for bidding from interested support staff members.

ARTICLE XI

NEW JOBS

- A. The Board shall notify the Association in writing, when new jobs are created during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and rate of pay for the job in question, and the classification and pay rate shall be designated as temporary. The Board shall notify the Association in writing of any such temporary job which has been placed into effect upon the institution of such job.
- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days, following the date of written notification to the Association. During the thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Association may request in writing the Board to negotiate that classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the support staff member first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Association not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification and rate of pay shall be added to and become a part of Appendix A of this Agreement.
- C. Beginning July 1, 1993, the Board shall notify the Association of any proposed new jobs such as new grants, new bus runs, and/or other assignments which include duties normally performed by bargaining unit members. Such jobs shall be considered temporary jobs for up to one (1) year.

ARTICLE XII

DISCIPLINE-DISCHARGE

- A. Dismissal, suspension and/or any other disciplinary action of a support staff member who has satisfactorily completed the probationary period shall be only for just and stated causes, which shall be given to the support staff member and Association in writing. When the Board feels disciplinary action is warranted, such action must be initiated within ten (10) working days of the occurrence of the condition giving rise to the action, or within ten (10) working days of the date that the Board became fully aware of the conditions giving rise to the discipline. The right to discipline or terminate probationary support staff members who are terminable at will rests solely with the employer and shall not be subject to the grievance procedure. The support staff member shall have the right to

defend against any and all charges. Among the charges that shall be deemed sufficient for dismissal, suspension and/or other disciplinary action, but not restricted to these, are the following:

1. Unauthorized or excessive absence from work;
 2. Commitment or conviction of any criminal act;
 3. Conduct in violation of Board policy;
 4. Immoral conduct;
 5. Disorderly conduct during working hours or on the employer's premises;
 6. Insubordination or willful violation of Board's rules;
 7. Bringing intoxicants/controlled substances (Controlled Substances Act) or consuming intoxicants/controlled substances on any school property or reporting for work under the influence of intoxicating liquor or controlled substances;
 8. Willful neglect of duty;
 9. Negligence or willful damage to employer's public property, waste, or misappropriation of public supplies or equipment;
 10. Failure to comply with written health and safety rules and regulations provided to the support staff member;
 11. Deliberate falsification of records;
 12. Dishonesty;
 13. Unsatisfactory work performance;
 14. Abuse of break time;
 15. Theft or misappropriation of school or other property;
 16. Harassment of students or employees, sexual or otherwise;
 17. For bus drivers, failure to pass a drug or alcohol test;
 18. For bus drivers, having six or more points on the support staff member's driving record or when the District has difficulty obtaining fleet insurance for said driver.
- B. All dismissals and suspensions will be without pay and without Board paid benefits.
- C. A temporary suspension during a disciplinary investigation will be with pay and Board paid benefits.

ARTICLE XIII

UNPAID LEAVES OF ABSENCE

A. Maternity Leaves of Absence

1. Maternity Leaves of absence without pay are available to female support staff members. The length of the requested leave may vary from six (6) weeks to a maximum of one (1) year but may be extended at the discretion of the Board.
2. Support staff members who desire an absence from work for childbirth shall be required to submit a written request to the Board of Education no later than the beginning of the sixth (6th) month of pregnancy indicating a selection of one of the following choices:
 - a. Continued employment until childbirth and immediate return to full-time employment after completion of actual physical incapacity as determined by a physician's statement.

- 1) Failure to report to work after receiving a physician's statement of satisfactory physical condition shall be just cause for dismissal.
- b. When a leave of absence without pay is requested, the beginning and termination dates of such leave shall be specifically established in the support staff member's written request and shall not be changed unless there are extenuating circumstances and then only with the mutual consent of the employee and the Board.
3. Insofar as possible, the beginning and termination dates of the leave of absence should conform to the beginning or ending of a vacation break, semester, or school year in order to prevent disruption of the normal school operation.
4. Support staff members desiring to continue work beyond the eighth (8th) month of pregnancy must submit a physician's statement to the Superintendent or his/her designate bi-weekly. The physician's statement must indicate the support staff member's ability to continue work on a regular basis.
5. A support staff member shall be eligible to return at the conclusion of her maternity leave upon filing a written physician's statement with the Superintendent or his/her designate that she is physically fit for regular employment. The support staff member may be permitted to return early from maternity leave upon mutual agreement and upon filing a written physician's statement with the Superintendent or his/her designate that she is physically fit for regular employment.
6. Failure to return from a maternity leave on the date specified or mutually agreed upon in said leave shall be conclusively deemed a resignation.
7. Upon return from absence due to childbirth under provisions of paragraph 2a, the support staff member shall be assigned to the position held prior to such absence. If the support staff member selects a leave of absence of more than one-hundred twenty (120) calendar days, then upon return she shall be assigned to her previous position or a similar position within her classification.
8. Maternity leave shall be granted without pay. Such leaves requested for more than thirty (30) calendar days will also not qualify for experience credit, illness/injury leave accumulation, and other fringe benefits except that a support staff member's current hospital/medical insurance coverage shall continue through the first twelve (12) weeks of such unpaid leave if the support staff member is eligible for FMLA leave. Upon return from maternity leave, the support staff member shall be restored to her same hourly rate of pay as when she left and shall be entitled to other benefits accrued prior to said leave.
9. In situations regarding stillbirth or miscarriage, a support staff member may make written application to the Board for reinstatement prior to expiration of the granted leave. However, the Board reserves the right in its sole discretion to approve accelerated termination on the basis of each individual case.

B. Medical Leaves of Absence

1. Any support staff member whose personal illness or injury extends beyond the period of his/her accumulated illness/injury leave, shall immediately make a written request to the Board or its designate for the granting of a medical leave of absence without pay. The period of this leave shall not exceed one (1) year, unless an extension is granted by the Board, and the written request shall be accompanied by a physician's verification. The Board will continue to pay its share of the medical premium, as established yearly by the Michigan Department of Treasury, for a four-month period during the approved Medical Leave of Absence. The employee will be responsible for paying his/her share of the medical premium as invoiced. Failure to pay his/her share of the medical premium when due will result in cancellation of the medical insurance.

2. Upon return from such medical leave, the support staff member shall provide a physician's statement that he/she is capable of returning to work on a regular basis. Such support staff member shall then be assigned to his/her previous position, except in the case where medical leave extends beyond ninety (90) calendar days in which case the support staff member shall then be assigned to his/her previous position or a similar position.
3. Failure on the part of the support staff member to make the request, and the support staff member does not report to work, shall be just cause for dismissal.

C. Military Leave

The reinstatement rights of any support staff member who enters the military service of the United States shall be determined in accordance with the provisions of Federal, State or Local law granting such rights.

D. Reserve Training Leave

Leaves of absence will be granted to support staff members who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the support staff members are ordered to active duty for emergency reasons, provided such support staff members make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

E. Association Leave

Any support staff member in the bargaining unit who is either elected or appointed to full-time position or office in the MEA or NEA whose duties require his/her absence from work shall be granted a leave of absence for one (1) year.

F. Personal Leave

After three (3) years of continuous service with the district, a support staff member may be granted an unpaid leave of absence for personal need for up to ninety (90) working days. Determination by the Board of Education for granting such leave will be made on the merit of the request, and such leave will not be used to seek or secure other employment.

G. Educational Leave

After three (3) years of continuous service with the District, support staff members may request an unpaid leave of absence for the purpose of obtaining additional formal education. Such leave may be granted for up to one (1) year but may be extended at the discretion of the Board of Education. The support staff member shall submit to the Human Resources department a class schedule prior to the beginning of each semester and transcripts upon completion of each semester.

H. Child Care Leave

After one (1) year of continuous service with the District, a child care leave of absence may be granted by the Board for up to one-hundred twenty (120) days. In such cases the request must be submitted at least thirty (30) calendar days prior to the beginning of the requested leave. Insofar as possible, the beginning and termination dates of the leave of absence should conform to the beginning or ending dates of a vacation break, semester break or school year in order to prevent disruption of the normal school operation.

I. Application of all Unpaid Leaves

1. All reasons for leaves of absence shall be in writing addressed to the Board of Education and given to the Human Resources Department, stating the reason for the request and the length of

leave requested, with a copy of the request to be maintained by the Board. Upon approval of the leave, a copy of the approval will be furnished to the support staff member and Association President.

2. A support staff member who meets all of the requirements as hereinbefore specified may be granted a leave of absence without pay and shall accumulate seniority for up to two (2) years. Seniority will be frozen for any period of said leave beyond two (2) years. The support staff member shall be entitled to resume his/her regular seniority status and all job recall rights, with exceptions as specified with each leave.
 3. Unpaid leaves of absence for more than thirty (30) calendar days will not qualify for Board paid fringe benefits, wage experience credit, Illness/Injury leave accumulation or vacation accumulation. Wage experience adjustment shall not be granted unless the support staff member shall have worked a minimum of one-half (1/2) of said position's scheduled work year.
- J. Leaves of Absence may be granted at the discretion of the Board of Education for reasons other than those listed above when they are deemed beneficial to the support staff member and the Board.
- K. An employee who is either on an approved Board paid leave of absence and/or an approved non-paid leave of absence of less than thirty (30) calendar days shall have all insurance coverage continued during said leave.

ARTICLE XIV

PAID LEAVE DAYS

A. Illness/Injury Leave

1. Each support staff member covered by this Agreement will receive one (1) Illness/Injury Leave day on the 15th of each month accumulative to one-hundred twenty (120) days and will also be granted two (2) additional non-earned Illness/Injury Leave days at the beginning of each new work year. However, a support staff member hired on or after January 1st of any year will be granted only one (1) additional non-earned Illness/Injury Leave day for that year. School year support staff members shall not accrue Illness/Injury leave days during the summer.
2. Not later than thirty days following January 1st and July 1st, each support staff member will be notified in writing of his/her total accumulated illness/injury leave as of the first of that month.
3. A support staff member may utilize his/her Illness/Injury Leave days for absences due to illness or injury of him/herself, or up to five (5) days per incident for illness or injury of a resident member of his/her immediate family that requires his/her personal care and attention. (Immediate family shall be defined as spouse, children residing at home, parents and stepparents residing in the home.) In addition, a support staff member may also use up to three (3) illness/injury leave days per incident for absences due to the illness or injury of a parent, stepparent or child not residing in the support staff member's home. Extension of these time limits may be granted by the Superintendent or his designate upon submission of medical verification justifying the need for such extension.

For purposes of clarification, it is understood that the terms "Children/Child" refer to one of the following relationships to the support staff member:

- a. Natural (By Birth)
- b. Adopted
- c. Stepchild

- d. Guardianship (Court appointed with all legal rights as if support staff member was a natural parent.)
4. In case of illness or injury, a support staff member shall call the Substitute Employee Management System and his/her immediate Supervisor, if required, not later than one and one-half (1 1/2) hours before his/her regular scheduled workday begins, to report his/her absence and the reason for same. Failure to comply as stated above may result in a loss of pay for the date at the discretion of the Superintendent or his designate.
 5. Any support staff member who has been absent from work because of illness or injury must complete and submit an "Absence Report" postmarked or personally delivered to his/her immediate supervisor on the first day after returning to work. In addition, time missed must be so noted on the timecard/time sheet. Failure to comply with this requirement will cause the support staff member to lose illness/injury leave credit and pay for the period of time.
 6. A support staff member may be required to produce evidence in the form of a medical certificate or otherwise, of the adequacy of the reason for his/her absence during the time for which illness/injury leave is granted if abuse of sick leave is reasonably suspected as determined by the Assistant Superintendent for Human Resources and Legal Counsel. Such a requirement by the Board shall not be at its expense unless the support staff member is verified as ill.
 7. Support staff members are encouraged to schedule medical and dental appointments during non-work time.
 8. Any support staff member who in the line of duty sustains injury requiring absence from work which qualifies for payment under the Worker's Compensation Act will be paid during the period of such disability the difference between his/her regular salary and the amount received as payment under the Worker's Compensation insurance program for as long as the support staff member has illness/injury leave days accumulated up to a maximum of one (1) year. The support staff member's illness/injury leave shall be reduced by one-fourth (1/4) day for each full day absent from work during such disability period. Upon expiration of the support staff member's accumulated illness/injury leave, or the expiration of the one-year period, whichever is less, the Board will furnish only medical, surgical and hospital care benefits as provided by the Worker's Compensation insurance.
 9. A support staff member who is injured on the job in the performance of their job duties and provides the Board with Medical verification of such injury, shall not be charged any illness/injury leave days as a result of such injury, and shall be paid their full pay until such time as Workers' Compensation goes into effect. At that time, the injury would be covered by Section 8 of this Article. To be covered by this section, such injury must be reported to the Administration on the day that said injury occurred, and a Workers' Compensation claim form must be completed.
 10. Support staff members who have been employed on a full-time basis for a minimum of five (5) consecutive years and who are terminating their employment shall be eligible for reimbursement for accumulated illness/injury leave at the rate of \$20.00 per day to a maximum of \$1,000.00. Support staff members who have been employed on a full-time basis for a minimum of ten (10) consecutive years and who are terminating their employment shall be eligible for reimbursement of accumulated illness/injury leave at the rate of \$25.00 per day up to a maximum of \$2,000.00. Additionally, support staff members retiring with a minimum of fifteen (15) years of service with the district shall be eligible for reimbursement of accumulated illness/injury leave at the rate of \$30.00 per day up to a maximum of \$2,500.00. In order to be eligible for this benefit, the support staff member must give notice at least ten (10) business days prior to the effective date of termination. Further, the Board shall annually reimburse each support staff member covered by this Agreement for all illness/injury leave days in excess of

120 days at the rate of \$60.00 per day. Upon the death of a support staff member, any amount payable under this section will be paid to the support staff member's estate.

11. Full year support staff members who do not use any illness/injury leave days for a six-month time period (January through June and July through December) will be paid \$130.00 for each six-month period. School year support staff members who do not use any illness/injury leave days during the above six-month time periods will be paid \$95.00 for each six-month period. Support staff members employed after the start of a six-month period will not be eligible for this benefit until the start of the next six-month period.

B. Necessary Business/Emergency Days

1. At the beginning of each year, each support staff member shall be credited with two days (one day for persons employed on or after January 1st) to be used for emergencies or necessary business. These days shall only be used for purposes which cannot be conducted during non-work hours or for other emergency reasons which are not eligible under Illness/Injury Leave. Employees may use one (1) accumulated sick day as a Necessary Business/Emergency Day per fiscal year.

Some of the reasons for which Necessary Business/Emergency Days may not be used are shopping trips, vacation, personal convenience, hunting or other recreational activities, or for purposes of earning money.

2. A support staff member wishing to use a Necessary Business/Emergency Day(s) shall indicate this desire to his/her immediate Supervisor as well as file and sign a written statement on the appropriate form at least two (2) days in advance, except in emergency situations. If the written request is submitted less than 48 hours in advance, the support staff member must cite the reason on the form for the use of Necessary Business/Emergency Days.
3. The written form will indicate that the use of the Necessary Business/Emergency Day is not for inappropriate purposes, but is being used to conduct business or handle circumstances which cannot be conducted during non-workday hours. This form will require the approval of the immediate Supervisor, Division Head and Superintendent or his/her designate.
4. Failure to comply with the procedures above may result in loss of pay for the day or days and disciplinary action at the discretion of the Superintendent or his/her designate.
5. Necessary Business/Emergency Days may not be used before or after holidays, vacations or the first or last day of the school year. They may not be planned in conjunction with any form of paid or unpaid leave of absence, nor can they be used during the "probationary period". Exceptions to this section may be approved by the Superintendent or his/her designate.
6. Unused Necessary Business/Emergency Days may be accrued to a maximum of three (3) days in any one year, and any other unused Necessary Business/Emergency Days will be added to the accumulated Illness/Injury Leave Days at the end of the fiscal year.
7. These days may be taken in one-quarter (1/4) day increments of the support staff member's workday.

C. Funeral Leave

1. A maximum of five (5) working days off with pay (and not to be deducted from illness/injury leave) will be granted for death in a support staff member's immediate family (defined as spouse, children, stepchildren, parents and step-parents).

2. A maximum of three (3) working days off with pay (and not to be deducted from illness/injury leave) will be allowed in the death of a mother/father-in-law, grandparent, grandchild, step-grandchild, sibling, sister/brother-in-law, daughter/son-in-law and any permanent resident relative living in the support staff member's household. A maximum of one (1) day, to be deducted from illness/injury leave, will be allowed for the death of a step-grandparent, grandparent in-law, stepmother in-law and step-father in-law, and step-sister and step-brother.
3. Additional time off beyond the five (5) working day and three (3) working day limits (to be deducted from accumulated illness/injury leave) may be used upon prior approval of the Superintendent or his/her designate.
4. When a funeral is being held for the death of a fellow employee, a funeral leave will be granted to a representative number of support staff members with said number to be determined by the Superintendent or his/her designate.
5. A support staff member wishing to use a Funeral Leave Day(s) shall indicate this desire to his/her immediate supervisor as well as file and sign a written absence report in advance except in emergency situations. Such report will state the relationship of the deceased.

D. Court Witness

Support staff members who are called to appear as witnesses in court in line with their duty will continue to receive pay as if they were on regular duty during the time of service as a witness. If the support staff member receives a fee, the amount of the fee will be remitted to the business office upon receipt. The Board of Education will not excuse a support staff member with pay to serve as a witness against either the Board or any of its constituent boards of education.

E. Association Days

At the beginning of each school year the Association shall be credited with five (5) days to be used by Association President or an executive board member(s) to attend functions or activities which are consistent with the interests of the district. The Association shall be responsible for the substitute costs for the 4th and 5th days of the Association Leave. However, not more than two (2) support staff members shall be authorized absent under this clause on any given day. The Association agrees to request approval of the Administration in writing not less than two (2) days in advance of the date such leave is to be taken. A substitute, if required, must be secured by the support staff member. If no sub is available, the Association Day can be denied.

ARTICLE XV

FAMILY MEDICAL LEAVE ACT (FMLA)

Pursuant to the Family and Medical Leave Act of 1993, a support staff member who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior 12-month period is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay, but with group health insurance coverage maintained for one or more of the following reasons:

- A. Due to the birth of the support staff member's child in order to care for the child;
- B. Due to the placement of a child with the support staff member for adoption or foster care;
- C. Due to the need to care for the support staff member's spouse, child or parent who has a serious health condition; or,
- D. Due to a serious health condition that renders the support staff member incapable of performing the functions of his or her job.

A “serious health condition” is defined by the law as an illness, injury, impairment or physical or mental condition that involves (1) in-patient care in a hospital, hospice or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

ARTICLE XVI

HOURS AND WORK WEEK

Section 1: Work Week

The normal work week, excluding overtime, shall consist of not more than forty (40) hours during a period beginning at 12:01 a.m. Monday and ending 168 hours thereafter.

- A. Staff members assigned to a classroom will be required to attend the beginning of the year open house.

Section 2: Overtime Rate

- A. Time and one-half will be paid for all time worked in excess of forty (40) hours in one work week.
- B. Time and one-half will be paid for all hours worked on Saturday, and double time will be paid for all hours worked on Sunday. (Not to include the weekend building check.) However, to receive time and one-half or double time pay, the support staff member shall have worked the regular scheduled working day before and after the overtime paid workday.
- C. All time paid under this contract for sick leave, holidays, vacation, jury duty, funeral leave and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime.
- D. No support staff member will be required to take time off from his/her normal work schedule in place of receiving any overtime compensation for any hours worked in excess of his/her regularly scheduled workday and week.

Section 3: Rest Period - Lunch Period

Each support staff member who works six (6) or more hours per day, and receives a duty-free lunch shall receive one ten (10) minute rest break the first half of the work day, and one ten (10) minute break during the second half of the work day. Each support staff member who works six (6) hours or more per day and does not have a duty-free lunch break shall receive one fifteen (15) minute rest break during the first half of the work day, and one fifteen (15) minute rest break during the second half of the work day. Rest breaks must be taken at a mutually agreed upon time by the support staff member and the support staff member's supervisor. Rest break time may not be added to the duty-free lunch period or taken at the very beginning or end of the work day. Rest breaks do not apply to bus drivers or bus aides.

In addition, each support staff member covered by this Agreement shall be assigned a one-half hour duty-free lunch break that shall be non-paid unless the support staff member is assigned the responsibility for the welfare of students during this time.

Section 4: Call-In Pay

Whenever a support staff member is called back to work after the completion of his/her regularly scheduled working hours, he/she shall receive not less than three (3) hours pay at his/her regular rate or at an overtime rate when it is appropriate.

Section 5: Reporting Pay

Support staff members reporting for their scheduled workday, unless previously notified through the Board's notification procedure and/or direct contact, shall receive a minimum of three (3) hours regular pay.

Section 6: Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within a Department according to seniority and among those support staff members who regularly perform such work. If requested to work overtime, a support staff member will normally do so unless excused. The employer will endeavor to give support staff members advance notice of overtime assignments.

Section 7: Bus Driver/Bus Aide Availability List

- A. At the beginning of each year, each bus driver/bus aide shall indicate in writing to their Supervisor, if they desire to be placed on the Availability List, so that the immediate Supervisor will have an available listing of all of the bus drivers/bus aides who desire to replace an absent driver/aide when he/she is not scheduled to work his/her regular run.
- B. The Supervisor shall see that the runs are divided and rotated as equally as possible to those drivers/aides on the Availability List.
- C. Substitute drivers may be utilized when there are no regular drivers available or when the run interferes with the support staff member's regular schedule.

Section 8: Pre and Post Trip Duties

- A. There shall be an hour additional time paid to each driver per day at his/her regular rate for pre and post trip inspection, interior cleaning of his/her bus and updating of route or other transportation needs. Bus aides shall be paid an additional 15 minutes per day at their regular rate of pay for pre-trip safety check.
- B. Additionally, each driver will wash the exterior of the vehicle at least once each scheduled work week. The driver will receive an additional \$16.00 per week for documented completion of said bus wash. Exceptions to this policy will be during work weeks which include a scheduled in-service day, when the driver will be expected to wash the bus during the regular work (in-service) day.

Section 9: Servicing of Buses

The bus drivers shall be paid their regular hourly rate of pay for all approved time spent when the bus driver takes his/her bus to the bus garage for either service or repairs.

Section 10: Assignment of Bus Runs

The Administration shall organize the transportation program into full day bus routes. Routes will be assigned at the start of the school year based upon the routes of the previous year. Bus drivers will be paid for actual hours worked until completion of bus bids. By the fourth Friday in September, route times will be determined by observation and/or the use of a data recording device. The printout from the data recording device may be provided upon reasonable request. After the fourth Friday, established run times will be posted and each driver will be given the opportunity to bid on the routes on a seniority basis. Beginning one week later, drivers will be paid based on the established posted time. After the time is posted, the time paid may be increased or decreased to correlate with actual driving time, but not below the posted time for the balance of the school year. As soon as a bus driver becomes aware that a

student has dropped from his/her bus route she/he must immediately inform the Transportation Supervisor.

Section 11: Bus Aides

Bus Aides will be paid for actual hours worked until completion of bus bids. After the fourth Friday in September, bus aides will be given the opportunity to bid on established routes on a seniority basis. Such bidding will be done simultaneous to, but separate from, the bus driver bidding. Beginning one week later, bus aides will be paid based on the established posted time. After the time is posted, the time paid may be increased or decreased to correlate with actual driving time, but not below the posted time for the balance of the school year.

Section 12: Paid Time - Bus Drivers

When possible, bus driver support staff members will be required to punch in on a time clock only at the beginning of the workday, but shall be paid on the basis of an established time, which shall be determined by observation and a data recording device. Bus drivers and bus aides will be paid for the Labor Day holiday by taking the average number of hours worked in the week in which the holiday falls and assigning that figure as the number of hours for which the bus driver and/or aide will be paid for the holiday.

Section 13: Check-In

When required, bus drivers based in outlying districts shall receive one and one-half hours pay plus mileage for reporting to the I.S.D. offices.

ARTICLE XVII

HOLIDAYS

- A. Each support staff member covered by this Agreement will receive the following holidays with pay, at his/her regular daily rate of pay, even though no work is performed by the support staff member, and provided that such holiday falls within the interval of employment for the support staff member:

- | | |
|----------------------|---------------------------------|
| • New Years' Eve Day | • Labor Day |
| • New Years' Day | • Thanksgiving Day |
| • Presidents' Day | • Friday following Thanksgiving |
| • Good Friday | • Christmas Eve Day |
| • Memorial Day | • Christmas Day, and the first |
| • July Fourth | workday following |

If Good Friday and/or Presidents' Day is a holiday in the ISD calendar and is worked, then the support staff member would take the holiday(s) at a time mutually agreed upon by the support staff member and his/her Supervisor. In the event that there is a disagreement, an appeal may be made to the Division Head. In the event the ISD calendar provides for school to be in session on Good Friday and/or Presidents' Day, those days will be eliminated as paid holidays and the support staff member would not have a paid holiday at a different time.

- B. Support staff members required to work on any of the above-named holidays, excluding Good Friday and Presidents' Day, shall receive time and one-half for all hours worked in addition to the regular pay.
- C. If a support staff member is on vacation on any of the above-named holidays, he/she shall be entitled to an additional day off with pay for the holiday or he/she shall receive pay for the holiday.

A support staff member on Illness/Injury Leave on any of the above-named holidays shall not have that day deducted from his/her accumulative Illness/Injury Leave.

- D. A support staff member off ill the day before or after the holiday may be required to submit medical proof of illness in order to receive holiday pay. To receive holiday pay, the support staff member must have worked the scheduled workday preceding and scheduled work day after the holiday or have both of these days excused by the Superintendent or his/her designate.
- E. In the event that the scheduled holiday falls on a weekend, the support staff member shall be given either the scheduled workday immediately preceding or immediately following such holiday.
- F. The District has the option of closing the Administration offices during the Winter Break and will notify support staff members of their decision on or about July 1.
- G. ESPA members accruing vacation (12-month secretaries and custodians) may choose to use either deduct days or vacation days for those days during a district-imposed shut down during Winter break.

If an ESPA member chooses to use deduct days instead of vacation days, he/she must submit a written request to his/her supervisor and Human Resources at least thirty (30) business days in advance of the requested day(s). The Administration does consider a district-imposed Winter Break Shutdown to be an extenuating circumstance.

A 45- or 48-week secretary may choose to use accumulated Necessary Personal Business Days for those days during a district-imposed shut down during Winter Break. Such request must be submitted, in writing, to his/her supervisor and Human Resources at least ten (10) days in advance of the requested day(s).

ARTICLE XVIII

VACATIONS

- A. All twelve (12) month support staff members covered by this Agreement shall receive the following vacation benefit:
 - 1. Support staff members hired on or after July 1, 1995, shall receive .83 vacation day on the 15th of each month, with the exception of the month of July. On the 15th of July said support staff member shall receive .87 vacation day.

Support staff members hired on or after July 1, 1995, who complete six, seven, eight, nine and ten years of service prior to January 1st of the next year shall receive an additional day for each year of those service years on July 1st of the current year so that by the tenth year of service, support staff members will receive 15 days of vacation. Support staff members hired on or after July 1, 1995, who complete six, seven, eight, nine and ten years of service between January 1st and June 30th shall receive an additional day for each year of those service years on July 1st of the next fiscal year so that by the tenth year of service, support staff members will receive 15 days of vacation.

Support staff members hired on or after July 1, 1995, who complete twenty-one, twenty-two, twenty-three, twenty-four and twenty-five years of service prior to January 1st of the next year shall receive an additional day for each year of those service years on July 1st of the current year so that by the twenty-fifth year of service, support staff members will receive 20 days of vacation. Support staff members hired on or after July 1, 1995, who complete twenty-one, twenty-two, twenty-three, twenty-four and twenty-five years of service between January 1st and

June 30th shall receive an additional day for each year of those service years on July 1st of the next fiscal year so that by the twenty-fifth year of service, support staff members will receive 20 days of vacation.

2. Support staff members hired prior to July 1, 1995, shall receive 1.25 vacation days on the 15th of each month.

Support staff members hired prior to July 1, 1995, who complete six, seven, eight, nine and ten years of service prior to January 1st of the next year shall receive an additional day for each year of those service years on July 1st of the current year so that by the tenth year of service, support staff members will receive 20 days of vacation. Support staff members hired prior to July 1, 1995, who complete six, seven, eight, nine and ten years of service between January 1st and June 30th shall receive an additional day for each year of those service years on July 1st of the next fiscal year so that by the tenth year of service, support staff members will receive 20 days of vacation.

Support staff members hired prior to July 1, 1995, who complete twenty-one, twenty-two, twenty-three, twenty-four and twenty-five years of service prior to January 1st of the next year shall receive an additional day for each year of those service years on July 1st of the current year so that by the twenty-fifth year of service, support staff members will receive 25 days of vacation. Support staff members hired prior to July 1, 1995, who complete twenty-one, twenty-two, twenty-three, twenty-four and twenty-five years of service between January 1st and June 30th shall receive an additional day for each year of those service years on July 1st of the next fiscal year so that by the twenty-fifth year of service, support staff members will receive 25 days of vacation.

- B. A newly hired twelve-month support staff member shall receive a pro-rated vacation earned from the date of hire until July 1st following the date of hire. Thereafter, the support staff member shall earn vacation allowance from July 1st to June 30th of each fiscal year. However, a probationary support staff member is not allowed vacation time with pay during the probationary period, but still accrues vacation time to be used upon the satisfactory completion of same.
- C. An hourly support staff member who transfers from a school year position to a twelve-month position will receive the increase in vacation entitlement upon accrual of one-hundred twenty (120) months of continuous employment with the district and will receive the increase in vacation entitlement upon accrual of three hundred (300) months of continuous employment with the district. This accrued vacation entitlement will be effective on the July 1st following the 120 and/or the 300 month accumulation. A school year hourly support staff member under this section who works in his or her same job classification for a minimum of fifteen (15) days in one month during the summer shall be credited with one (1) month of continuous service for the purposes of calculating vacation entitlement. Work as a substitute shall not be considered working in the same job classification for the purposes of this section.
- D. Vacation days must be approved in advance by the Division Head. Vacations exceeding two (2) consecutive weeks must also be approved by the Superintendent or designee.
- E. Support staff members whose regular work year is less than twelve (12) months (52 weeks) shall not be eligible for paid vacation.

ARTICLE XIX

JURY DUTY

Support staff members required to appear for jury qualification or jury service shall receive their pay from the Board for such time lost as a result of such appearance or service. If the support staff member

receives a fee, the amount of the fee will be remitted to the Business Office upon receipt. In order to receive reimbursement for mileage and/or parking fees, support staff member must submit itemized documentation from the court.

ARTICLE XX

GENERAL

Section 1: Tax Sheltered Annuities

The Board agrees to deduct the premiums for tax deferred annuities paid for by the support staff member, and to remit such premiums to any Board approved designated insurance company.

Section 2: Telephone Facilities

Telephone facilities shall be made available to each support staff member covered by this Agreement for their reasonable use.

Section 3: Parking

Parking facilities will be provided for the support staff members covered by this Agreement within the reasonable proximity of their workstation.

Section 4: Pension

The Board agrees to pay the required contribution to the Michigan Public School Employees Retirement Fund for each support staff member covered by this Agreement.

Section 5: Deductions

The Board agrees to make available to the support staff members covered by this Agreement any payroll deduction services which are available through the school district.

Section 6: Continuing Education

The Board agrees to pay all reasonable expenses for any support staff member who makes request, and the Administration approves such request, for the support staff member to attend a workshop, in-service, training seminar, self-improvement course, or other job-related training which is of such nature specifically designed to provide improvement in the support staff member's job skills.

Section 7: Physical Examination

The Board agrees to pay the full cost of any required physical examination by the Board's selected physician, except where a leave of absence is being confirmed.

Section 8: Mileage

Support staff members are eligible for reimbursement of authorized travel in their vehicles in fulfilling their employment responsibilities. Allowable mileage will be reimbursed at the Board's established rate of mileage reimbursement.

Section 9: Emergency School Closing

It shall be the normal operating procedure for all support staff members covered by this Agreement to report to work on inclement weather days. However, when support staff members of the Monroe County Intermediate School District are assigned to facilities which are closed because of inclement weather conditions or other Acts of God, support staff members covered by this Agreement whose responsibility requires them to provide direct service to students in the closed facility will not be required to report for work on such days and will be paid their normal days' pay for all such days.* Support staff members who are required to report to work but are unable to do so, shall immediately notify their immediate supervisor of this fact. All such support staff members shall then be allowed to use any accumulated Personal or Vacation Days, in order that the support staff member may receive his/her normal days' pay. In the event all accumulated Personal and Vacation Days have been previously used, the support staff member may then use his/her accumulated Illness/Injury Leave Days.

Exceptions to the above policy may be made by the Superintendent in consultation with the President of the Board of Education when he deems that the circumstances are such that it is not reasonable to expect staff to report to work under the existing conditions.

At such time as it becomes necessary for the District to make up such closed student instruction days, the days will be rescheduled without additional compensation to the support staff members. Prior to rescheduling such days, the Association will be asked as to possible dates.

*For purposes of this section, classroom facilities located in the Monroe County Educational Center and the Special Education Service Center will be considered to be the Monroe County Educational Center "facility".

Section 10: Employee's Lounge

The Board shall provide a lounge area for support staff members covered by this Agreement, which the support staff members will be able to utilize for break purposes. Rest room facilities and a telephone shall also be provided.

Section 11: Legal Protection

- A. Support staff members shall be expected to exercise reasonable care and use prudent judgment with respect to the safety of pupils and property.
- B. Any cause of assault upon a support staff member arising out of or in the course of the support staff member's employment shall be promptly reported to the Board or its chief administrator. The Board shall provide legal counsel to advise the support staff member of his/her rights and obligations with respect to such assault and shall render all reasonable assistance within the limits of its liability coverage to the support staff member in connection with handling of the incident by law enforcement and judicial authorities.
- C. If legal suit is brought against any support staff member as a result of a release of confidential information or misuse of such information, the Board will furnish legal counsel for said support staff member only if the Board has determined said support staff member acted professionally and then only if requested by said support staff member.
- D. If any support staff member is complained against or sued for disciplinary action taken by the support staff member against a student, the Board will provide legal counsel and render all necessary assistance within the limits of its liability coverage to the support staff member in his/her defense. However, such Board support will not be provided in cases of gross negligence or gross misconduct.

- E. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with terms of the Support Staff Agreement heretofore in effect.
- F. If any provision of this Agreement or any application of the Agreement to any support staff member or groups of support staff members shall be found contrary to law, then such provision shall be deemed void but all other provisions or applications shall continue in full force and effect.
- G. To the extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which the District shall be merged or combined.

Section 12: Expenses

Each support staff member covered by this Agreement shall be eligible to be reimbursed for authorized actual expenses approved by his/her Supervisor, which are incurred by the support staff member in the performance of his/her job. Payment for such expenses shall be provided through the monthly bills. Eyeglasses of support staff members which are damaged by a student during the course of employment will be replaced by the District up to the allowable SET vision insurance amount plus \$50.00 if the support staff member has already utilized his or her vision benefit for that year.

Section 13: C.D.L. License

Bus Drivers shall obtain a C.D.L. License with a "P" and "S" endorsement as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The difference in the cost of a regular Driver's license and this license shall be paid for by the Board.

Section 14: Bus Certification Tests

The Board shall, upon satisfactory completion, pay the full cost of the Bus Certification Tests, including all tuition, plus pay the support staff member the regular rate of pay for attending the Bus Driver's School. It is further agreed drivers will be paid their regular rate of pay when requested to perform a random drug test.

Section 15: Extra Trips

Bus Drivers shall be paid their regular hourly rate of pay for their actual driving time on all extra trips. Actual driving time shall mean from the time of departure to time of arrival, both going and returning. There may be occasions when such driving time will require the payment of overtime. Whenever the driver is involved in non-driving layover time, it shall not exceed four (4) hours at the driver's regular rate of pay for any given trip.

Section 16: Reproduction Costs

This agreement shall be posted and available to all association members on the Monroe ISD website. Twenty-five (25) signed copies will be provided to the ESPA President. Twenty-five (25) signed copies will be provided to the Assistant Superintendent for Human Resources and Legal Counsel. The cost of reproducing this Agreement will be jointly shared by the Board and the Association.

Section 17: Medical/Psychiatric Evaluations

The Board has the right to request a medical or psychiatric evaluation of a support staff member by the Board's selected physician when it appears that his/her job performance is being affected by physical and/or mental problems. Such request will be handled through the Superintendent or the Assistant Superintendent for Human Resources and Legal Counsel and the Board will pay the difference between

the support staff member's insurance coverage and the actual cost of the evaluations. Strict confidentiality will be adhered to in all cases.

Section 18: Staffing

Student class size shall not exceed the state recommendations for each Instructional Aide, unless approved by the State Department.

Section 19: Paychecks

In the event that a support staff member covered by this Agreement receives a shortage of wages earned in his/her paycheck for the pay period, due to any event not the fault of the support staff member, the Board shall furnish the affected support staff member the shorted amount no later than two working days following the pay period.

Section 20: Smoke Free Environment

In an effort to protect the health of our employees, the Monroe County Intermediate School District supports the concept of a "Smoke Free Environment". There will be no smoking in district buildings or on district grounds.

Section 21: Student Transportation

Those support staff members required to use school owned vehicles for transporting students will be offered the opportunity of education and/or training in the use of the vehicle upon request. Support staff members shall not be required to transport students in their personal vehicles. Staff members should consult their supervisor before leaving school grounds when students are exhibiting medical or behavioral issues. The supervisor and the staff member will make a determination as to the safety of transporting students under those circumstances.

Section 22: Bus Aides

The Administration will consider assigning an aide to a bus when safety or health concerns are demonstrated.

Section 23: Influenza Immunizations

The cost of influenza shots being offered by the District will be reimbursed by the District (maximum reimbursement \$25.00) if the support staff member desires this protection. A reimbursement form and appropriate receipt will be required.

Section 24: Resignation

In the event that a support staff member determines it is necessary to resign from his/her position, such resignation will be delivered in writing to the support staff member's immediate supervisor and to the Assistant Superintendent for Human Resources and Legal Counsel at least two weeks prior to the effective date of such resignation.

Section 25: Substituting for Classroom Teacher

In the event a classroom teacher is absent, and a substitute teacher cannot be obtained, the District has the right to place the qualified Instructional Aide and/or Teacher Aide from the classroom to serve as the substitute teacher for that day. Qualified means the Instructional Aide or Teacher Aide is eligible to acquire a valid substitute teacher permit. If there is more than one qualified aide in the classroom, then the qualified aides would serve on a rotating basis based on seniority for day-to-day purposes.

Each school year the district will apply and pay for the permit on behalf of the qualified employees. In addition to the employee's regular hourly rate, he/she will receive a stipend of \$50.00 for a ½ day assignment (4 hours or less) and \$95.00 for a full day assignment (more than 4 hours). The employee will note the time served as the substitute teacher on his/her timesheet and the Supervisor will approve.

ARTICLE XXI

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the support staff members covered by this Agreement shall be engaged in the type of work and classification as set forth in Schedule "A" of this Agreement.

ARTICLE XXII

EVALUATIONS

- A. Probationary support staff members shall be evaluated by his or her immediate supervisor at least once during the initial 90 workday probationary period on a form provided by the Human Resource Office.
- B. Non-probationary support staff members shall be evaluated at least once per year in writing by his or her immediate supervisor on a form provided by the Human Resource Office. All evaluations are to be completed and turned in to the Human Resource Office by no later than June 15. Evaluations shall not be subject to the grievance procedure.

ARTICLE XXIII

INSURANCE PROTECTION

- A. Upon application, hourly personnel employed on or after July 1, 1995, will receive health, dental and vision care protection for the support staff member only per the Flexible Compensation Plan "Menu" (see Appendix "A"). Support staff members hired prior to July 1, 1995, will receive such coverage for the support staff member's eligible spouse and eligible dependents.
 - 1. Employee will have the choice of:
 - MESSA CHOICES II \$500/\$1000 in-network deductible and \$1,000/\$2,000 out of network deductible, \$20 office visit; \$25 urgent care co pay; \$50 ER co pay, and the Saver RX or;
 - MESSA Health Savings Account ("HSA") ABC Plan 1 with a \$1,400/\$2,800 deductible or as established by the IRS with the Saver RX or;
 - MESSA Health Savings Account ("HSA") ABC Plan 2 with a \$2,000/\$4,000 deductible with the Saver RX or;
 - MESSA Health Savings Account ("HSA") ABC Plan 3 with a \$3,500/\$7,000 deductible with 10% coinsurance and Saver RX.
 - Subject to the limitations of Publicly Funded Health Insurance Contribution Act (MCL15.563), the district will fully fund the annual single in-network ABC Plan 1 HSA deductible on the first banking day of each quarter (January, April, July and October) for each year of the contract for those employees electing one of the available ABC HSA plans during open enrollment

and opting into the District prefund option. For those new employees selecting one of the available ABC HSA plans upon employment or for those employees experiencing a qualifying life event during the year and selecting one of the available ABC HSA plans at that time, and who opt into the District prefund option, the district will prorate the annual single in-network ABC Plan 1 HSA deductible on a monthly basis.

- The employee selecting an HSA at open enrollment and opting into the District prefund option, shall have equal amounts of the single annual deductible for an ABC Plan 1 deducted from his/her pays for the prefunded amount. The prefunded amount for employees who work less than a full year will be deducted equally over 16 pays beginning in October each year of the contract. The prefunded amount for employees who work a full year will be deducted over 24 pays beginning in January each year of the contract.
 - Employees electing an available ABC HSA and opting into the District prefund option must sign a commitment letter to repay any prefunded amounts made and not repaid if the employee does not complete the quarter that was prefunded. The employee's signature constitutes authorization for payroll to withhold any amounts still owing from the prefunded deductible from the employee's pay. The signature also acknowledges that should there be insufficient funds through the payroll process to cover the amount due, the employee is still obligated to repay the funds to the district in a timely manner.
 - When the district prefunds an employee's HSA ABC Plan 1 annual single deductible as described above, the amount the district is responsible for shall not exceed the hard cap between the premium cost and the prefunded deductible.
2. For those employees hired on or after July 1, 1995, the Board's annual contribution toward the medical insurance premium shall not exceed the cap established annually by the state treasurer for a single subscriber plan and shall be subject to adjustment, as provided by the state treasurer, in each coverage category based on the change in the medical care component of the U.S. CPI for the most recent 12 month period for which data is available.
 3. For those employees hired prior to July 1, 1995, the Board's annual contribution toward the medical insurance premium shall not exceed the cap established annually by the state treasurer for a single subscriber, for an individual/spouse or employee/child plan or for a full family plan and shall be subject to adjustment, as provided by the state treasurer, in each coverage category based on the change in the medical care component of the U.S. CPI for the most recent 12 month period for which data is available.
 4. For those employees subject to pro-rated benefits, the Board's annual contribution as established under the cap, for a single subscriber plan, for an individual/spouse or an employee/child plan or for a full family plan toward the medical insurance plan shall be in proportion to the prorated benefits found in Article XXIV. The Board's contribution shall be subject to adjustment, as provided annually by the state treasurer, in each coverage category based on the change in the medical care component of the U.S. CPI for the most recent 12-month period for which data is available.
 5. Employees may contribute, through a payroll deduction, additional money toward their MESSA ABC Plan 1 HSA, ABC Plan 2 HSA or ABC Plan 3 HSA, up to the maximum amount allowed by Federal law.
 6. Employees declining medical coverage must provide documentation of their coverage in another group healthcare plan.
- B. Full family coverage will be available to those support staff members hired after July 1, 1995. However, the Board will be responsible for the premium amount only of single coverage, subject to

the caps. When possible, the Board will make provisions for the excess to be deducted from the staff member's earnings on a monthly basis.

- C. If a support staff member willfully terminates his/her employment prior to the end of his/her work year, his/her Board paid subsidy shall terminate on the first of the month following. In instances where cost of coverage exceeds the amount of subsidy, the Board shall make provisions for the excess to be deducted from the balance of the staff member's earnings. Any support staff member retiring or resigning effective June 30 shall have Board paid insurance or cash in lieu terminate June 30.
- D. A committee comprised of two support staff members appointed by the Association and two Central Office Administrators appointed by the Superintendent will meet to study ways to contain/reduce insurance costs.
- E. The Board has the right to change insurance carriers for medical, dental and vision coverage, provided the new carrier accepts pre-existing conditions of the members represented and provides equivalent coverage. The Board will meet with the Association to discuss insurance changes prior to the change.
- F. The Board shall pay the full premium for a \$10,000 term life insurance plan with A D & D for each support staff member covered by this Agreement.

ARTICLE XXIV

PRO RATA BENEFITS

- A. It is agreed between the parties that a support staff member normally scheduled to work a minimum of thirty (30) hours per week for that position's regular scheduled work year shall receive full benefits provided by this Agreement.
- B. Support staff members normally scheduled to work less than the minimum of thirty hours per week shall be entitled to benefits as follows:
 - 1. A support staff member normally scheduled to work twenty-five hours or more per week, but less than the minimum of thirty hours per week, shall receive 70% benefits.
 - 2. A support staff member normally scheduled to work fifteen hours or more per week, but less than twenty-five hours per week shall receive 50% benefits.
 - 3. A support staff member normally scheduled to work less than fifteen hours per week will not qualify for any benefits.

ARTICLE XXV

GRIEVANCE PROCEDURE

- A. A grievance shall be a claim by a support staff or the Association that there has been an alleged violation, misinterpretation or misapplication of the expressed terms of this contract.
- B. A support staff member grievance is an alleged violation, misinterpretation or misapplication of the contract as stated by support staff member(s) covered by this contract.
- C. An Association grievance is an alleged violation, misinterpretation or misapplication of the contract as it affects more than one support staff member and one or more classifications of support staff

members. Said Association grievance may be processed directly to Level Three (3) of the grievance procedure but must contain the signatures of all affected support staff members.

- D. Both parties agree that the grievance proceedings shall be kept as confidential as may be appropriate at any level of such proceedings. Furthermore, that the parties shall attempt to secure at the lowest level possible equitable solutions to the problems presented through this procedure.
- E. The Association shall designate its representative who shall act in the handling of grievances.
- F. Forms for filing and processing grievances will be designed cooperatively by the Association's representative and the Board of Education's representative and shall be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure. (See Grievance Procedure Form, Appendix B).
- G. The support staff member and/or Association retain the right to withdraw a grievance at any level without prejudice of record.
- H. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- I. Access shall be made available to both parties, to all places, records and information necessary to the determination and processing of a grievance.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- K. The term "days" as used herein shall mean days when the central office is open for business Monday through Friday, excluding all paid holidays.
- L. A support staff member and/or his designated Association representative involved in the processing of a grievance shall do so within the specified procedures as established for Association representatives.
- M. Written grievances as required herein shall comply with the following provisions:
 - 1. It shall be signed by the grievant or grievants and representative.
 - 2. It shall be a specific synopsis of the facts giving rise to the alleged violation.
 - 3. It shall cite the Article, section or sections of this Agreement alleged to have been violated.
 - 4. It shall contain the date of the alleged violation.
 - 5. It shall specify the relief requested.
 - 6. It shall be filed on the appropriate form.
 - 7. If the appropriate administrator with whom the grievance should be filed is unavailable, the grievance shall be receipted by his/her secretary or Human Resources Department.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

- N. The number of days indicated at each level should be considered the maximum and every effort should be made to expedite the proceedings. However, the time limits may be extended by written mutual consent.

- O. Any grievance which is not appealed within the specified time limits set forth in that level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that level, the appealing party may automatically appeal the grievance to the next level of the grievance procedure.
- P. At each level of the grievance procedure all affected parties shall receive copies of the written decisions or appeals.
- Q. The termination of "probationary" support staff members shall not be a subject of a grievance. The evaluation of a support staff member shall not be the subject of a grievance.

R. **Procedure**

Level One - A support staff member believing himself wronged by an alleged violation, misinterpretation or misapplication of the expressed provisions of this Agreement shall, within five (5) days of its alleged occurrence orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same. If a resolution of the problem is not obtained within five (5) days of the discussion, the support staff member may consult with the Association representative and may within fifteen (15) days of the alleged violation reduce the grievance to writing and submit same to his immediate supervisor.

Level Two - A copy of the written grievance shall be filed with the grievant's immediate supervisor. Within three (3) days of receiving the written grievance the immediate supervisor shall arrange a meeting with the grievant and the Association representative to discuss the grievance. Within three (3) days of the discussion the immediate Supervisor shall render his decision in writing and transmit same to all affected parties.

If no decision is rendered within three (3) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant and Association may appeal same within five (5) days of the discussion to the Division Head by filing a written grievance, along with the rendered Administrative decision at Level Two.

Level Three - Within five (5) days of receipt of the grievance by the Division Head, a meeting shall be arranged with the grievant and the Association representative to discuss the grievance. Within three (3) days of the discussion, the Division Head shall render his decision in writing transmitting a copy of same to all affected parties.

If no decision is rendered within three (3) days of discussion, or the decision is unsatisfactory to the grievant and the Association representative, the Representative may, within five (5) days of receipt of the written decision, appeal same to the Intermediate Superintendent or his designate by filing a written grievance along with the written Administrative decisions in Levels Two and Three.

Level Four - Within five (5) days of receipt of the grievance the Intermediate Superintendent or his designate shall arrange a meeting with the Association representative to discuss the grievance. Within three (3) days of the date of discussion, the Superintendent or his designate shall render his decision in writing transmitting copies of same to all affected parties.

If no decision is rendered within three (3) days, or the decision is unsatisfactory to the Association representative, the Association representative may within five (5) days of receipt of the written decision, appeal same to the Board of Education by filing a written grievance along with the rendered written Administrative decisions at Levels Two, Three and Four with the President of the Board of Education.

Level Five - Within fifteen (15) days of receipt of the written grievance, the President of the Board of Education shall call a meeting to hear the presentation of the grievance. The Board shall allow

the Association representative and the grievant the opportunity to present their case regarding the grievance.

Within five (5) days from the date of hearing the grievance, the Board shall render its decision in writing. The Board may hold further meetings and may designate one or more of its members to hold further meetings or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Association representative, shall final determination of the grievance be made by the Board any later than five (5) days after the initial hearing. A copy of the written decision of the Board will be forwarded to all affected parties.

Level Six - If no decision is rendered within five (5) days of the Board meeting, or the decision is unsatisfactory to the Association, the Association representative may refer the matter to arbitration. Only the Association, not individual support staff members, may process a grievance to arbitration. Provided, however, that notice to refer the matter to arbitration is given to the Superintendent within ten (10) days from the date of the Board's written decision. Submission of the grievance to arbitration shall be in accordance with the rules of the American Arbitration Association which rules shall likewise govern the arbitration proceeding.

1. The Arbitrator, the Association or the Board may call any person as witness in any arbitration hearing.
2. Each party shall be responsible for the expense of the witnesses that they may call.
3. The Arbitrator shall have no authority except to pass upon alleged violation of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The Arbitrator shall have no power or authority to add to, subtract from or modify any terms of this Agreement and shall not substitute his judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The Arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.
4. The termination of "probationary" support staff members shall not be a subject of arbitration.
5. The fees, expenses and filing fees of the Arbitrator shall be the responsibility of the non-prevailing party. In the event that the Arbitrator's award does not grant the Association the total relief request, or the Arbitrator does not totally rule in favor of the Board, the fees, expenses and filing fees will be shared equally between the parties.
6. The Arbitrator shall render his/her decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
7. The Arbitrator shall not award interest or punitive damages. The Arbitrator may only award monetary damages actually incurred, less any compensation received from any source.
8. All 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.
9. The result of the Arbitrator's decision shall be implemented within thirty (30) calendar days from the date of the Arbitrator's decision. Extension of this time limit may be mutually agreed upon.

ARTICLE XXVI

CONTINUITY OF OPERATIONS

The Association and the Board recognize that strikes and other forms of work stoppages by support staff members are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone nor shall any support staff member take part in any strike slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any support staff member to comply with a provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XXVII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT, AND EMERGENCY MANAGER

- A. This Agreement shall be binding upon the parties hereto, their successors and assigns.

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any support staff member or group of support staff members with the Board, unless executed in writing between the parties hereto named.
- B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions therein.
- C. If any provision of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and supplement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provisions.
- D. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4214, MCL 141.1501, et. seq., shall be able to reject, modify or terminate this Agreement as provided in the Act.

ARTICLE XXVIII

TERMINATION AND MODIFICATION

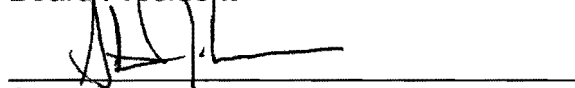
- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of both parties in a written and signed amendment of this Agreement.
- B. This Agreement shall continue in full force and effect until June 30, 2024.
- C. If either party desires to terminate or modify this "Agreement", it shall give notice to the other party not less than ninety (90) calendar days prior to the date of the termination. If no notice is received, the "Agreement" is automatically extended for an additional year.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Educational Support Personnel Association, addressed to the Michigan Education Association, 202 North Main Street, Adrian, Michigan 49221 and if to the Board, addressed to the Superintendent, Monroe County Intermediate School District, 1101 S. Raisinville Rd., Monroe, Michigan 48161.
- E. Any aspect of this Agreement may be reopened for negotiation at any time providing there is mutual agreement of both parties.
- F. The effective date of this Agreement is the 14th day of October 2021.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.


For the Board



Board President



Superintendent




Negotiation Chairperson

10/25/21 Date

For the Association



MEA Uniserv Director



President - MCISD ESPA

11-5-2021 Date

SCHEDULE A HOURLY – 2021-2022 – Hired Prior July 1, 2011

Schedule A Hourly					
2021-22 Wage Schedule					
for employees hired prior to July 1, 2011					
Step	-Secretary- "B" "A"		Instructional Aide¹	Teacher Aide	
1	\$16.93	\$17.59	\$15.19	\$12.82	
2	\$17.62	\$18.25	\$15.96	\$13.78	
3	\$18.53	\$19.21	\$16.86	\$14.46	
4	\$19.16	\$20.09	\$17.98	\$15.60	
5	\$20.67	\$22.40	\$20.24	\$17.88	
Step	Program Assistant	Transportation Bus Driver Bus Aide		Custodian	
1	\$11.34	\$14.99	\$10.93	\$17.35	
2	\$12.08	\$15.91	\$11.63	\$18.28	
3	\$13.14	\$16.84	\$12.42	\$19.37	
4	\$15.45	\$20.20	\$13.30	\$22.38	
5	\$15.83				
(¹) Effective for all employees hired or transferred to such position after March 15, 1988.					
Employees will receive Steps and a 1.5% increase on the schedule for 2021-2022 year					
<p>The District will pay for the cost of two ETS Parapro Assessment for Program Assistants and Bus Aides who have been employed by the District for at least one year. If a Program Assistant and/or Bus Aide successfully passes the ETS Parapro Assessment with the minimum Michigan passing score or higher, he/she will move to the next step on the salary schedule and he/she shall receive an additional \$.50 per hour. A Program Assistant or Bus Aide may pay to take the ETS Parapro Assessment if he/she fails the District two paid Assessments. If he/she subsequently passes the ETS Parapro Assessment with the minimum Michigan passing score or higher, he/she will move to the next step on the salary schedule and receive an additional \$.50 per hour. The additional \$.50 is not added to the base.</p>					

SCHEDULE A HOURLY – 2021-2022 – Hired After July 1, 2011

Schedule A Hourly					
2021-22 Wage Schedule					
for employees hired after July 1, 2011					
Step	-Secretary- "B" "A"		Instructional Aide¹	Teacher Aide	OT/PT Assistant
1	\$16.93	\$17.59	\$15.19	\$12.82	\$24.57
2	\$17.36	\$18.13	\$15.74	\$13.35	\$25.27
3	\$17.78	\$18.66	\$16.28	\$13.88	\$25.99
4	\$18.24	\$19.22	\$16.87	\$14.44	\$26.78
5	\$18.68	\$19.78	\$17.44	\$15.00	\$27.53
6	\$19.16	\$20.40	\$18.07	\$15.62	\$28.36
7	\$19.62	\$21.02	\$18.69	\$16.23	\$29.16
8	\$20.13	\$21.64	\$19.36	\$16.89	\$30.02
9	\$20.40	\$22.03	\$19.80	\$17.39	\$30.44
10	\$20.67	\$22.40	\$20.24	\$17.88	\$30.87
Step	Program Assistant	Transportation Bus Driver Bus Aide		Custodian	
1	\$11.34	\$14.99	\$10.93	\$17.35	
2	\$11.77	\$15.52	\$11.18	\$17.87	
3	\$12.27	\$16.07	\$11.42	\$18.39	
4	\$12.76	\$16.64	\$11.67	\$18.96	
5	\$13.28	\$17.21	\$11.94	\$19.53	
6	\$13.80	\$17.81	\$12.22	\$20.11	
7	\$14.36	\$18.44	\$12.48	\$20.70	
8	\$14.92	\$19.09	\$12.76	\$21.33	
9	\$15.38	\$19.65	\$13.03	\$21.85	
10	\$15.83	\$20.20	\$13.30	\$22.38	
⁽¹⁾ Effective for all employees hired or transferred to such position after March 15, 1988.					
Employees will receive Steps and a 1.5% increase on the schedule for 2021-2022 year					
<p>The District will pay for the cost of two ETS Parapro Assessment for Program Assistants and Bus Aides who have been employed by the District for at least one year. If a Program Assistant and/or Bus Aide successfully passes the ETS Parapro Assessment with the minimum Michigan passing score or higher, he/she will move to the next step on the salary schedule and he/she shall receive an additional \$.50 per hour. A Program Assistant or Bus Aide may pay to take the ETS Parapro Assessment if he/she fails the District two paid Assessments. If he/she subsequently passes the ETS Parapro Assessment with the minimum Michigan passing score or higher, he/she will move to the next step on the salary schedule and receive an additional \$.50 per hour. The additional \$.50 is not added to the base.</p>					

SCHEDULE A HOURLY – 2021-2022 – Effective 10-14-21

Schedule A Hourly

2021-22 Wage Schedule - Effective October 14, 2021

Step	-Secretary- "B"	"A"	Instructional Aide	Teacher Aide	OT/PT Assistant
1	\$17.93	\$18.59	\$16.19	\$15.00	\$25.57
2	\$18.36	\$19.13	\$16.74	\$15.00	\$26.27
3	\$18.78	\$19.66	\$17.28	\$15.00	\$26.99
4	\$19.24	\$20.22	\$17.87	\$15.44	\$27.78
5	\$19.68	\$20.78	\$18.44	\$16.00	\$28.53
6	\$20.16	\$21.40	\$19.07	\$16.62	\$29.36
7	\$20.62	\$22.02	\$19.69	\$17.23	\$30.16
8	\$21.13	\$22.64	\$20.36	\$17.89	\$31.02
9	\$21.40	\$23.03	\$20.80	\$18.39	\$31.44
10	\$21.67	\$23.40	\$21.24	\$18.88	\$31.87
Step	Program Assistant	Transportation		Custodian	
		Bus Driver	Bus Aide		
1	\$14.50	\$15.99	\$14.00	\$18.35	
2	\$14.50	\$16.52	\$14.00	\$18.87	
3	\$14.50	\$17.07	\$14.00	\$19.39	
4	\$14.50	\$17.64	\$14.00	\$19.96	
5	\$14.50	\$18.21	\$14.00	\$20.53	
6	\$14.80	\$18.81	\$14.00	\$21.11	
7	\$15.36	\$19.44	\$14.00	\$21.70	
8	\$15.92	\$20.09	\$14.00	\$22.33	
9	\$16.38	\$20.65	\$14.03	\$22.85	
10	\$16.83	\$21.20	\$14.30	\$23.38	

***Use of existing 2021-2022 Schedule with \$1.00 added to each position step, except for Teacher Aide, Program Assistant and Bus Aide.**

***Teacher Aide minimum of \$15.00 replaces step with lower rate after \$1.00 raise added.**

***Program Assistant minimum of \$14.50 replaces step with lower rate after \$1.00 raise added.**

***Bus Aide minimum of \$14.00 replaces step with lower rate after \$1.00 raise added.**

***Due to schedule for employees hired prior to 7/1/11, step 5 are same as step 10, receiving \$1.00 raise**

The District will pay for the cost of two ETS Parapro Assessment for Program Assistants and Bus Aides who have been employed by the District for at least one year. If a Program Assistant and/or Bus Aide successfully passes the ETS Parapro Assessment with the minimum Michigan passing score or higher, he/she will move to the next step on the salary schedule and he/she shall receive an additional \$.50 per hour. A Program Assistant or Bus Aide may pay to take the ETS Parapro Assessment if he/she fails the District two paid Assessments. If he/she subsequently passes the ETS Parapro Assessment with the minimum Michigan passing score or higher, he/she will move to the next step on the salary schedule and receive an additional \$.50 per hour. The additional \$.50 is not added to the base.

SCHEDULE A HOURLY – 2022-2023

Schedule A Hourly					
2022-23 Wage Schedule					
Step	-Secretary- "B"	"A"	Instructional Aide	Teacher Aide	OT/PT Assistant
1	\$18.20	\$18.87	\$16.43	\$15.23	\$25.95
2	\$19.15	\$20.09	\$17.71	\$16.21	\$27.55
3	\$20.10	\$21.31	\$18.99	\$17.19	\$29.15
4	\$21.05	\$22.53	\$20.27	\$18.17	\$30.75
5	\$22.00	\$23.75	\$21.56	\$19.16	\$32.35
Step	Program Assistant	Transportation Bus Driver	Bus Aide	Custodian	
1	\$14.72	\$16.23	\$14.21	\$18.63	
2	\$15.31	\$17.55	\$14.58	\$19.91	
3	\$15.90	\$18.87	\$14.95	\$21.19	
4	\$16.49	\$20.19	\$15.32	\$22.47	
5	\$17.08	\$21.52	\$15.68	\$23.73	
<p>*Scale uses Step 10 plus 1.5% increase, and Step 1 plus 1.5% increase after \$1.00 raise in 21-22. Remaining steps 2 through 4 are evenly divided.</p> <p>*All employees will be placed on the first step that provides a raise from the FY22 last rate received upon contract ratification.</p> <p>*Resetting of steps will begin July 1, 2022 for all positions.</p> <p>*New Schedule will be only ESPA schedule, eliminating dual schedule use based on 7/1/11 hire dates.</p> <p>*New Schedule does not impact other language for earnings in other ESPA contract sections or Schedule B or Schedule C.</p>					
<p>The District will pay for the cost of two ETS Parapro Assessment for Program Assistants and Bus Aides who have been employed by the District for at least one year. If a Program Assistant and/or Bus Aide successfully passes the ETS Parapro Assessment with the minimum Michigan passing score or higher, he/she will move to the next step on the salary schedule and he/she shall receive an additional \$.50 per hour. A Program Assistant or Bus Aide may pay to take the ETS Parapro Assessment if he/she fails the District two paid Assessments. If he/she subsequently passes the ETS Parapro Assessment with the minimum Michigan passing score or higher, he/she will move to the next step on the salary schedule and receive an additional \$.50 per hour. The additional \$.50 is not added to the base.</p>					

SCHEDULE A HOURLY – 2023-2024

Schedule A Hourly					
2023-24 Wage Schedule					
Step	-Secretary- "B" "A"		Instructional Aide	Teacher Aide	OT/PT Assistant
1	\$18.47	\$19.15	\$16.68	\$15.46	\$26.34
2	\$19.44	\$20.39	\$17.98	\$16.45	\$27.96
3	\$20.40	\$21.63	\$19.27	\$17.45	\$29.59
4	\$21.37	\$22.87	\$20.57	\$18.44	\$31.21
5	\$22.33	\$24.11	\$21.88	\$19.45	\$32.84
Step	Program Assistant	Transportation Bus Driver Bus Aide		Custodian	
1	\$14.94	\$16.47	\$14.42	\$18.91	
2	\$15.54	\$17.81	\$14.80	\$20.21	
3	\$16.14	\$19.15	\$15.17	\$21.51	
4	\$16.74	\$20.49	\$15.55	\$22.81	
5	\$17.34	\$21.84	\$15.92	\$24.09	
*Steps provided for staff for FY24 after placement on new Step in FY23 *Employees will receive Steps and a 1.5% increase on the schedule for 2023-2024 year.					
<p>The District will pay for the cost of two ETS Parapro Assessment for Program Assistants and Bus Aides who have been employed by the District for at least one year. If a Program Assistant and/or Bus Aide successfully passes the ETS Parapro Assessment with the minimum Michigan passing score or higher, he/she will move to the next step on the salary schedule and he/she shall receive an additional \$.50 per hour. A Program Assistant or Bus Aide may pay to take the ETS Parapro Assessment if he/she fails the District two paid Assessments. If he/she subsequently passes the ETS Parapro Assessment with the minimum Michigan passing score or higher, he/she will move to the next step on the salary schedule and receive an additional \$.50 per hour. The additional \$.50 is not added to the base.</p>					

SCHEDULE "B"

LONGEVITY

	<u>2021 -2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
10-14 years:	\$1,225.00	\$1,225.00	\$1,225.00
15-19 years:	\$1,375.00	\$1,375.00	\$1,375.00
20-24 years:	\$1,525.00	\$1,525.00	\$1,525.00
25 + years:	\$1,675.00	\$1,675.00	\$1,675.00

- A. Longevity will be paid to each support staff member covered by this Agreement who has completed at least ten (10) consecutive years of active service with the District prior to November 1st of the fiscal year in which the payment is to be made.
- B. Longevity pay will be paid in one lump sum payment on the first pay in December of each year to employees who are actively employed up to such payment date.
- C. A support staff member must work one-half of the scheduled workdays for that position's normal work year in order to receive one year of credit for longevity. This will be effective as of July 1, 1985.

SCHEDULE "C"

EDUCATION CREDIT

Effective upon ratification date of January 20, 2009, a support staff member who has been continuously employed by the District for at least two years, and has completed an approved college level program during his/her employment with the District which is relevant to his/her current job and was not required in his/her job posting shall receive a one-time bonus of \$500 for a one year certificate program and \$700 for a two year Associates degree.

Additional wage rates shall be paid for any support staff member possessing approved educational credit relevant to his/her current job and not required in his/her job posting as follows:

- One-Year Certificate Program: \$.25/hour
- Associates Degree: \$.35/hour

Employees may not compound additional wage rates for one or more certificates and/or degrees.

This benefit is not retroactive.

APPENDIX A

MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT

“FLEXIBLE COMPENSATION PLAN”

BENEFIT	Option 1	Option 2
Medical	MESSA CHOICES II - \$1,000/\$2,000 deductible HSA ABC Plan 1 - \$1,400/\$2,800 deductible HSA ABC Plan 2 - \$2,000/\$4,000 deductible HSA ABC Plan 3 - \$3,500/\$7,000 Benefit Year – January - December	No Coverage – Cash-in-Lieu of medical Insurance, \$4,800 annually, with documentation of enrollment in another group healthcare plan.
Dental SET SEG	Basic: 80%* Lifetime Deductible \$25.00 Major: 80% Annual Individual Deductible \$25.00 Annual Family Deductible \$50.00 Annual Maximum \$1,500.00 Orthodontics: 80%** Lifetime Deductible \$50.00 Lifetime Maximum \$3,000.00 Sealants Benefit Year – January - December	
Vision SET SEG	Annual Benefit: Exam \$125.00 Single Vision \$125.00 (each pair) Bifocal \$150.00 (each pair) Trifocal \$175.00 (each pair) Progressive Lens \$200.00 (each pair) Contact Lens \$250.00 (each pair) Frames (standard) \$200.00 Coatings (anti-scratch, UV anti-reflective, photo-chromatic/transitions) \$100.00 Benefit Year – January - December	No Coverage
Health Flexible Spending Arrangement	Medical Expense Reimbursement – Available only with enrollment in CHOICES medical plan. Dependent Care Assistance Program – Available with enrollment in either CHOICES or ABC plans. Limited Purpose Health FSA – Available only with enrollment in an ABC plan. Benefit Year – January - December	Optional Election
Health Savings Account	Health Savings Account – Available only with enrollment in ABC Plan 1 or ABC Plan 2 or ABC Plan 3	

* Increasing in increments of 10% to a maximum of 100% per year if individual meets specific requirements.

** Children and Adults

APPENDIX B

HOURLY EMPLOYEE/ASSOCIATION GRIEVANCE

Monroe County Intermediate School District
1101 S. Raisinville Rd.
Monroe, Michigan

Employee(s): _____ Job Title: _____

Region or Department: _____

Date of Oral Discussion with MCISD Representative: _____

Alleged Contract Violation: (Article(s) and Section(s)):

Specific Nature of Grievance (dates, times, places and names):

Adjustment Requested:

Employee Name (Please Print) Assn. Rep Name (Please Print)

Employee Signature Date Assn. Rep Signature Date

Employer Representative’s Disposition:

Employer Representative Signature

Assn. Representative’s Signature	Date	Settled	or Appealed