

MANISTEE EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION
MASTER AGREEMENT

2020-2023

Ratified 5/12/2021

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ARTICLE I - RECOGNITION

- A. The Manistee Area Public Schools, hereinafter “employer” hereby recognizes Manistee Educational Support Personnel Association, Michigan Education Association (MEA), National Education Association (NEA), hereinafter the Union, as the sole exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 (PERA), for all full time and regularly scheduled part-time paraprofessionals, employed or to be employed by the Employer in any of the following classifications: paraprofessional; library; tech lit, Student Recovery Center (SRC); but excluding all other employees.

- B. Unless otherwise indicated, use of the term “employee” when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the Union, for the employees covered herein, there shall be the following categories:
 - a. Full-time: An employee who is employed at least thirty (30) hours per week.
 - b. Regularly Scheduled Part-Time: An employee who is employed less than thirty (30) hours per week.
 - c. Probationary: An employee who is employed to fill a full or part-time position for a trial period of thirty (30) work days.

ARTICLE II - MANAGEMENT RIGHTS

- A. The Board, on its own and on behalf of the electors of the 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 Constitution of the State of Michigan, and of the United States, including the right:
 - 1. To exercise executive management and administrative control of the school system and its properties and facilities.
 - 2. To hire all employees, and subject to the provisions of law and to the limitations of this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote and transfer all such employees.
 - 3. To establish reasonable regulation, practices, and safety rules from time to time and distribute same to the employees.

- B. The exercise of the powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the-terms

hereof in conformance with the Constitution and laws of the state of Michigan, and the United States.

ARTICLE III - EMPLOYEES RIGHTS/PROTECTION

- A. Just Cause. No employee shall be disciplined without just cause. The term “discipline” as used in this Agreement includes warnings, reprimands, and suspensions with or without pay, discharge, or other actions of a disciplinary nature.
- B. An employee shall be entitled to have present a representative of the union during any meetings, which will or may lead to disciplinary action by the employer. If the employee refuses union representation, s/he shall sign a statement verifying their decision to waive their right union representation (See Appendix C.) A copy shall be given to the Association President.
- C. To encourage the employee to meet minimum standards of conduct in the performance of their work, a system of progressive discipline shall be fairly applied to all members of the bargaining unit. The following procedure will be established depending upon the severity of the violation:
 - 1. Discussion of problem(s) and oral warning(s).
 - 2. Written warning(s).
 - 3. Suspension(s) with pay while investigating, when applicable.
 - 4. Suspension(s) without pay.
 - 5. Discharge.

The District may accelerate or forego steps in this procedure depending on the severity of the violation.

- D. The parties agree that it is not the responsibility of an employee to render instruction to an entire classroom in the absence of a teacher; therefore, should such an absence occur, the employer shall provide a certified substitute to replace the teacher. Employees, who are certified teachers, shall be paid as a regular substitute teacher or their regular wage, whichever is greater, when working in that capacity.
- E. Any complaints by a parent of a student directed toward an employee, shall be promptly called to the employee’s attention if it could become part of the employee’s personnel file. Unless prohibited by law (e.g. the Child Protection Law), should the complaint be of such a nature that it requires an investigation by an agency that is not a part of the Manistee Public Schools, the employer shall notify the employee upon referral to the investigating agency.

ARTICLE IV - PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the bargaining unit member, except where prohibited by law (i.e. PAC contributions, union dues, association fees, payments made in lieu of union dues or association fees, etc), The Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, contributions or any other plans or programs jointly approved by the Association and Employer.

ARTICLE V - VACANCIES AND TRANSFERS

- A. A vacancy is a newly created position or a vacated present position that the Employer intends to fill on an ongoing basis.
- B. A "temporary vacancy" is a position existing for less than thirty (30) consecutive workdays. Vacancies, which extend beyond the thirty (30) day time period shall be, posted as a permanent vacancy.
- C. Vacancies shall be posted within 10 days of the occurrence and sent to the union President (or designated representative) for distribution to post in each building or work area for a period of ten (10) workdays. Said postings shall contain the following information:
1. Type of work/job classification
 2. Location of work
 3. Starting Date
 4. Rate of pay
 5. Hours to be worked
 6. Minimum requirements
- D. Interested employees may apply in writing to the Superintendent, or designee, within the ten (10) day posting period. The employer shall notify the union President or designated representative of vacancies occurring during the summer months (June, July, August) by electronic mail or by sending notice of same in sufficient quantity to allow a copy to be mailed to each employee who has furnished the union with adequate numbers of self-addressed, stamped, envelopes to their summer address.

Vacancies shall be filled with a qualified applicant, considering the job description and work history, among other relevant factors. Where two or more candidates have equal qualifications, the applicant having the greatest seniority shall be awarded the position. Should no qualified employee apply, the Employer may fill the vacancy from any source.

- E. The union President or designee shall receive notification of employees who applied for the position. Within ten (10) workdays after the expiration of the posting period, the Employer shall make its decision as to which applicant has been selected to fill a position or provided reason why more time is required. Each applicant and the union shall be notified of who was selected to fill the position.
- F. Employees selected to fill a vacancy or transferred from one position to another shall be given a fifteen (15) work day trial in which to show his/her ability to perform on the new job. The Employer shall give reasonable assistance to enable him/her to perform up to the Employer's standards in accordance with the job description. The employee shall be evaluated using the standard evaluation form (Appendix A) prior to the end of the fifteen (15) work day trial period but a complete written evaluation shall not be completed prior to the last week of the trial.
- G. If the employee is unable to demonstrate the ability to perform the work required during the trial period, in accordance with the minimum standards of the job description, I.E. unable to lift/transfer/administer required student needs, etc., the employer may either extend the trial period up to fifteen (15) additional work days, or the employee shall be returned to his/her previous assignment. The affected employee may exercise the option to return to his/her previous assignment at any time during the trial period.
- H. An employee shall not receive a reduction of wage due to an involuntary transfer or change in assignment. They will be held harmless receiving their current hourly rate until such time that the rate for their new assignment is greater than their current rate. This does not include stipends (Article XIV Item C) which are semester length only. However, employees who voluntarily transfer shall be paid the pay rate of the new classification.
- I. Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit. Transfers to fill vacancies shall be governed by the language above pertaining to vacancies (A – F). This section will govern other transfers.
- J. Request for Voluntary Transfer. A request for a transfer may be made at any time in writing with a copy to the Association. The request shall specify the position sought. Requests for transfer by bargaining unit members wishing to exchange positions shall be granted upon mutual agreement of both parties. A request for voluntary transfer shall be granted unless the granting of same is inconsistent with the language pertaining to the filling of vacancies. The employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit member shall be discriminated against because of a request to transfer.
- K. Involuntary Transfer. Involuntary transfers may be made only for reasonable and just cause. Fifteen (15) days notice of the intention to transfer specifying the reasons for same and the position to be transferred to shall be provided to the affected bargaining unit member and the Association. The specifics of the use of involuntary transfers as part of

staff reduction shall be set forth in the Layoff & Recall (ARTICLE VI (C)).

- L. If the Employer deems it necessary to temporarily reassign an employee to other than his/her normal assignment, there shall be no reduction in the employee's wages as a result of a loss of hours. Temporary assignments shall not exceed thirty (30) calendar days.
- M. Temporary Assignments: Temporary absences of employees in the unit may present opportunities to work as a substitute for unit employees who are absent for extended periods of time, which are known in advance to extend for two (2) or more weeks.

Nothing contained in this provision shall be construed as requiring the employer to provide a substitute for any or all of the assignment of an absent employee.

Temporary assignments may be instituted by the superintendent for a period not to exceed thirty (30) working days unless otherwise mutually agreed. Except in the case of emergency, the employee shall receive at least one (1) week notice of the assignment.

ARTICLE VI – PROBATION, SENIORITY, LAYOFF, AND RECALL

- A. Probation: New employees hired into the unit shall be considered probationary for the first thirty (30) working days. There shall be no seniority among probationary employees.
- B. Seniority. When an employee finishes the probationary period they shall rank for seniority from the original date of hire in the permanent position. The original date of hire shall be the date the job posting expired. In the event that more than one individual has the same date of hire, position on the seniority list shall be determined by drawing lots.
 - 1. The seniority list will be maintained by the Employer and shall contain the date of hire, the names of all employees in the unit entitled to seniority, and the amount of seniority accrued.
 - a. The list shall be posted within thirty (30) days of the effective date of the contract.
 - b. Thereafter, the seniority list will be reviewed by October 1 of each year.
 - c. If the union does not object to the seniority list within thirty (30) days of its posting, it shall be deemed accurate and may not subsequently be subject to the grievance procedure.
 - 2. Seniority shall be lost by an employee upon termination, resignation, or retirement.
 - a. When an employee is transferred to a non-bargaining unit position his/her seniority shall be frozen. Employees returning to the bargaining unit shall be

placed on the seniority list in the position at which their seniority was frozen and begin earning seniority from that point.

- C. Layoff: Layoff shall be defined as a necessary reduction in the workforce. The Board and the Union understands that should a layoff be necessary during the course of this Agreement, the reduction of employee hours to bring about the reduction of insurance benefits is not the intent of the parties.
- D. Layoff Notice: No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff no less than forty-five calendar days prior to the effective date of the layoff. However, understanding the hardship of layoff, the district shall make every attempt to provide employees with more than 21 calendar days notice.
- E. Layoff Procedure: In the event of a necessary reduction in workforce, the Employer shall first layoff probationary bargaining unit members, provided that the remaining employees are presently qualified to perform the remaining work as pursuant to NCLB.
 - 1. Thereafter employees having seniority shall be laid off in inverse order of seniority provided the senior employee is presently qualified to perform the remaining work and has the minimum qualifications for the position per job description/job posting.
 - 2. Bump Right: An employee, who is laid off pursuant to this article, has the right to assume a position, for which they are presently qualified to perform the work and have the minimum qualifications per job description/job posting, which is occupied by an employee with less seniority.
 - 3. In no case shall a new employee be employed by the employer while there are laid-off bargaining unit members who are presently qualified to perform for a vacant or newly created position.
 - 4. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position.
 - 5. Partial Layoffs: The Employer shall be able to reduce full-time positions to part-time positions. If the Employer finds it necessary to reduce staff and chooses to reduce full time to part time the layoff notice will be 45 days instead of 21 days. (Article VI Section D)

- F. Substitute Priority: A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.
- G. COBRA: The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides for the continuation of group health coverage that may be otherwise lost. Qualified employees who were enrolled in health coverage at the time of layoff may continue coverage at group rates. The cost of continuation is the sole responsibility of the employee. Employees electing COBRA coverage must do so within 60 days of layoff.
- H. Recall: Recall of employees shall be in inverse order of layoff with the most senior employee on layoff recalled first, provided he/she possesses the minimum qualifications for the position.
 - 1. No new employees shall be employed when there are members of the bargaining unit on layoff who are presently qualified to perform and who possess the minimum qualifications for the position per job description/job posting.
 - 2. Notices of recall shall be sent by regular mail and electronic mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing and electronic address.
 - 3. A recalled bargaining unit member shall be given seven (7) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the seven (7) day period. Recalled employees shall be granted up to an additional eight (8) days to report to work for proven good cause due to personal or extenuating circumstances, including but not limited to illness, work commitment, moving. In such cases, the district shall have the right to continue to fill the recalled position for the extended time without violation of the timeline. [With understanding that someone working elsewhere has a total of 15 days to accept recall so they can give 14 days notice.]
 - 4. Employees shall have the right to accept or reject part-time positions without affecting their right to a full time position.
 - 5. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights.
 - 6. Employees on layoff shall maintain recall rights for a period of three (3) years.

7. Reimbursement of Unemployment: An employee who is laid off under the above provisions and who is paid unemployment compensation benefits during the summer immediately following the layoff and who is subsequently recalled to a position at the beginning of the next school year at their contracted rate of compensation, will reimburse the District for the unemployment compensation benefits which will be deducted from the employee's payroll payments over the school year.

ARTICLE VII - EMERGENCY/SCHEDULED SCHOOL CLOSINGS

A. Emergency/School Closings

1. Employees shall not be expected to work, but shall be paid their normal daily rate of pay on days that school is canceled due to emergencies, provided the canceled days are not rescheduled.

ARTICLE VIII - PAID LEAVES

- ##### A. Paid Sick Leave. Each employee shall be provided with ten (10) days of paid sick leave at the beginning of July 1 - the start of the "benefit year." A day of sick leave shall be based on the employee's regularly scheduled daily hours. For employees hired during a benefit year, the District will prorate the paid medical leave that is provided under this subsection. Accrued paid sick leave may be used in one-half (1/2) day increments. If requested by the Employer to provide supporting documentation, an employee will have at least three (3) workdays to provide the requested documentation.

1. Paid Sick leave may be used for the following reasons:
 - a. The eligible employee's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the eligible employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible employee.
 - b. The eligible employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the eligible employee. (Employee's family member includes biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an employee's spouse or an

individual who stood in loco parentis when the eligible employee with a minor child; grandparent; grandchild; a biological, foster or adopted sibling. When there are two individuals that live together for a number of years, they will be covered by the above definition of spouse.)

c. If the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault; the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

d. For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public emergency.

2. Accumulation of Unused Paid Sick Days and Termination. Unused portions of earned sick leave shall accumulate from year to year to a maximum of seventy-five (75) days. Should an employee terminate their employment with the district prior to the conclusion of any school year; wages paid for sick time used in excess of the prorated number of days earned shall be deducted from the employee's final paycheck. Should such check not be sufficient to cover the entire repayment obligation, the balance shall be immediately due and payable to the Manistee Area Public Schools. Unused days which have been earned in excess of the accumulation maximum shall be surrendered annually at 25% of the normal daily wage.

Employees with fifteen (15) or more years of service and retiring at the end of the 2020-21 through the 2022-23 school years shall receive a sick day payout of twenty (\$20) per day provided that they give notice by the last work day of the school year. The parties agree that this benefit shall terminate on June 30, 2023, and after that date this provision shall be null and void.

- B. Personal Leave. Employees shall be entitled to two (2) personal leave days per year to be used at the discretion of the employee. The employee shall notify his/her immediate supervisor at least two (2) days in advance of the leave.
- C. Jury Duty. Any employee called for jury duty or subpoenaed to testify during the working hours in any judicial matter shall be paid for full compensation for such time. Any compensation received for such appearance minus travel expense shall be paid to the Board to offset wages paid.

- D. Funeral Leave. Employees may be granted up to three (3) days paid leave for members of the immediate family with additional approved time deduction from sick leave. Employee’s family member includes biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an employee’s spouse or an individual who stood in loco parentis when the eligible employee with a minor child; grandparent; grandchild; a biological, foster or adopted sibling. When there are two individuals that live together for a number of years, they will be covered by the above definition of spouse.
- E. Good Attendance Bonus. An incentive bonus shall be paid to each employee at the conclusion of the school year for conservation of sick leave according to the following schedule:

<u>Sick Days Used</u>	<u>Incentive Bonus</u>
0	\$250
1	\$200
2	\$100

ARTICLE IX - UNPAID LEAVES

- A. Leaves of absence without pay or benefits for up to one (1) year may be granted upon written request from an employee. During said leaves, seniority shall be frozen after the first five (5) months of the leave. Requests for leaves shall include the reason for the leave, the beginning date and ending date of the leave(s). An employee returning from leave shall be reinstated to the same or equivalent position he/she held when the leave began.
- B. Association Leave: The Union shall have (3) days annually of unpaid Union leave time to allow union representatives to conduct union business. The union shall access this time by written notice from the union president, at least forty-eight (48) hours in advance. In case of emergency, the forty-eight (48) hour notice shall be waived.
- C. Family Medical Leave Act
1. Employees shall be granted up to twelve (12) weeks unpaid leave in accordance with the Family Medical Leave Act. Such leave shall be granted for any of the following reasons:
 - to care for the employee’s child after birth, or placement for adopt or foster care;
 - to care for the employee’s spouse, son or daughter, or parent, who has a serious health condition, or
 - for a serious health condition that makes the employee unable to perform the employee’s job.

2. The employer shall retain the employee's health coverage under the group health care plan for the duration of the FMLA leave.
3. Upon return from the FMLA leave, the employee must be restored to their original or equivalent position with equivalent pay, benefits, and other rights of the contract.
4. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave.
5. A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves 1) inpatient care in a hospital, hospice, or residential medical care facility or 2) continuing treatment by a healthcare provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section. See Appendix B for a complete summary of FMLA leave rights and responsibilities.
6. FMLA leave shall run concurrently with any other applicable leave, such as for example, medical, disability or worker's compensation leave when the employee experiences a serious health condition.

D. Military Leave

1. Leave of Absence: A paid leave of absence shall be granted to any employee who (1) is called up to active duty, or (2) is drafted for active military duty, or (3) enlists for active military duty in any branch of the armed forces or Coast Guard of the United States while a call-up of military reserves or a draft is in effect. The leave of absence shall be automatic; however the employee shall provide the employer as much notice as possible (the parties understand that national security considerations may delay notice of a call-up order).
2. Duration: The duration of the leave shall be for the duration of the call-up, induction (draft) or enlistment plus, if requested by the employee, a period of time up to a duration equal to the balance of the school year.
3. Compensation & Benefits: The Employer shall continue any and all contractual rights and benefits for the employee and his/her family as if the employee was actively working during any leave of absence granted pursuant to the above provisions and continuing through the end of the month following the month in which the period of active duty ends; including but not limited to the following provision:
 - Seniority, salary schedule experience, leave day accrual and all other contractual rights shall continue to accrue as if the employee was actively working for the school district.

4. Return to active employment: The employee shall have the right to return to active employment immediately upon return from active duty or at any time thereafter up to the start of the school year immediately following the end of his/her period of active duty. The employee shall return to his/her position held immediately prior to reporting for active duty. If said position has been eliminated, the employee shall have the right to bump any employee with less seniority.
5. Disability: If an employee suffers a disability during a leave of absence granted pursuant to the provisions above, he/she shall be granted a paid sick leave of absence. If he/she exhausts his/her accumulated sick leave and the sick leave bank (if any); he/she shall automatically be granted an unpaid leave of absence for the duration of the disability. Return to active employment shall be with the same rights as provided by paragraph 5. above, i.e. the employee shall be considered as if he/she was returning directly from active duty, provided that the employee has submitted a certificate from a health care provider releasing the employee to perform the essential functions of the assigned position to which the employee is returning.
6. Training: If an employee attends the annual training for reservists or active duty training on a workday, the employee shall be considered and treated as being on a paid leave of absence. The employee shall notify his/her immediate supervisor of these training dates no later than the workday prior to the training date.
7. Additional rights: The rights above shall be considered to be in addition to any other rights provided by law.

E. Other Non-Medical Leaves

The district may grant upon request a non-medical leave of absence upon written request and subject to board approval. In order to return to work from a non-medical leave there must be an open position within the bargaining unit. An employee returning from non-medical leave will not be guaranteed their previous position, but will be guaranteed any open position for which they qualify.

ARTICLE X - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations.
- B. The Employer and the Union agree that they will not, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act. The union and its members agree not to engage in a strike and the Employer also agrees that it will not lockout any employee during the term of this agreement.

ARTICLE XI - GRIEVANCE PROCEDURE

- A. A grievance shall be a claim of a violation, misinterpretation or misapplication of a written provision of this negotiated agreement.
- B. The term “days” shall mean business days of the District.
- C. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual written consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practical.

1. Level One: An employee (group of employees or the Union) believing there to be a grievance shall within fifteen (15) days of an alleged violation, or within fifteen (15) days of the time he/she/they reasonably should have been aware of same, of the express provisions of this Agreement, shall orally discuss the grievance with his/her immediate supervisor or principal individually, together with his/her Union representative or through the Union. Regardless of the discussion with the immediate supervisor/principal or an unsatisfactory resolution, a written grievance must be filed within twenty (20) twenty-five (25) days of an alleged violation or within twenty (20) twenty-five (25) days of the time the grievant(s) reasonably should have been aware of the alleged violation. The written grievance shall state the date of the alleged grievance, the specific provision(s) of the agreement allegedly violated, and the relief sought in the resolution of the grievance.
2. Level Two: After receipt of a written grievance at Level One, the immediate supervisor or principal shall have seven (7) ten (10) days to issue a written response.
3. Level Three: In the event the grievant(s) or the union is not satisfied with the disposition of the grievance at Level Two by the immediate supervisor or principal, or if no decision has been rendered within the seven (7) days timeline, the grievance may be advanced to the Superintendent within seven (7) days after a response was due at Level Two. Within seven (7) days from the receipt of the grievance by the Superintendent, he/she shall render their response, in writing.
4. Level Four: If the grievant or the Union is not satisfied with the disposition of a grievance about employee discharge at level three, or if no decision has been rendered within seven (7) days from the date the grievance was forwarded to the Superintendent, the grievant or the Union may, within ten (10) days, refer the grievance to the Board. Within fourteen (14) days from receipt of the written referral, the Board shall meet with the Union’s Representative(s) for the purpose

of hearing evidence and determining whether a violation, misinterpretation or misapplication occurred. A decision shall be rendered in writing within Ten (10) days of the meeting. If the grievant or Union is not satisfied with the disposition of this grievance, it may be advanced to Level Five. At the grievant's request, a copy of the grievance chain through Level Four will be provided to all board members.

5. Level Five: If the Association is not satisfied with the disposition of the grievance by the Superintendent, or in the event of a discharge grievance - by the Board, or if no decision is reached within the ten (10) day period, the grievance may, be submitted to arbitration before an impartial arbitrator selected by the two parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. Both parties agree to be bound by the award of the arbitrator except as specified in Paragraph A. The fees and expenses of the arbitrator shall be split by the parties.

a. Powers of the arbitrator are subject to the following limitations:

1. S/he shall have no power to add to, subtract from, disregard, alter or modify any of the provisions of this Agreement.
2. S/he shall have no power to establish salary scales or other provisions of any successor Agreement.
3. S/he shall have no power to decide a matter which has also been filed with an administrative agency (e.g., MERC, MDCR, EEOC, OCR, MESCC, DOL, etc).

D. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. Such withdrawal shall not toll the time period within which a grievance must be filed under this agreement.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reasons of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing and processing grievances shall be designed, prepared, and distributed by the Superintendent and the Union.
5. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance. A

District designee will accompany the grievant or union representative during the inspection of personnel files or any other record maintained by the District.

6. Should an employee or the Union fail to institute a grievance or resubmit the grievance to the next level, within the time limits specified, the grievance will not be processed. If the employer fails to respond within the time limits specified, the grievance shall be automatically advanced to the next level.
7. In the case of employment termination, the grievance shall begin with the superintendent level.

ARTICLE XII – EVALUATION

- A. Probationary employees shall be evaluated on or before the expiration of their probationary period. Thereafter each employee shall be evaluated annually for the remainder of their employment. Probationary employees shall have an informal evaluation on or about the midpoint of the probation.
- B. Each employee upon employment or change in position or job description shall be apprised of the criteria upon which he/she will be evaluated. Evaluations shall be done by the building principal with consultation by the teacher(s) with whom the employee works. At any time, an employee may be placed on a formal evaluation process if the supervisor believes the performance so requires.
- C. All evaluations, which shall include a conference with the evaluator, shall be reduced to writing by May 31. A copy of the evaluation will be given to the employee. If a supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the employee is to improve, and the assistance to be given by the employer towards that improvement. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place, unless the evaluator explains why there was no meaningful opportunity to observe the deficiency in subsequent observations.
- D. Until such time as all bargaining unit employees have received a written evaluation using the new form referenced above, failure of the Employer to comply with the above schedule for evaluation is conclusive evidence that the employee's performance for that period was satisfactory.

The written evaluation shall bear both the signatures of the supervisor and the employee, with a copy given to the employee. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may include additional comments to the evaluation if he/she desires.

- E. In the event an employee is not continued in employment as a result of an adverse

evaluation, the employer shall forewarn the employee prior to the evaluation conference between the employer and employee, extending the opportunity for the employee to be represented by the Union at such conference. If the employee refuses union representation, s/he shall sign a statement verifying their decision to waive their right union representation (See Appendix C.) A copy shall be given to the Association President. The employer shall present the employee with the specific reasons for termination in writing at the conference. If the employee opts not to be represented by the union, notification of the termination shall be supplied to the Association President within seven (7) days following the conference.

ARTICLE XIII – WORK SCHEDULE, TRAINING AND PROFESSIONAL DEVELOPMENT WORK SCHEDULE

- A. Employees will work a minimum of the State mandated student days per school year.
- B. All full time employees shall receive at least one-half (1/2) hour unpaid lunch period scheduled approximately midday. It is recognized that specific duties of some aides may require supervision of students during the approximate noon time period and lunch breaks will need to be scheduled outside that time period.
- C. Each full time employee shall be granted two (2) 15-minute paid duty-free break periods, one scheduled approximately at the midpoint of the first half and the other scheduled approximately the second half of the day. Part-time employees who work two and one half (2-1/2) hours or more shall be granted one (1) 15 minute paid duty free break period scheduled approximately half-way through their work schedule. The specific scheduling of the break periods shall be by mutual agreement of the employee and the supervisor.
- D. Prep time: When it is administratively determined that preparation time is required for an employee to effectively carry out assigned duties, the employee shall be compensated for such time at his/her normal rate of pay.
- E. In-Service Time: Attendance at In-Service activities approved by the Administration shall not result in loss of pay. Should such activities occur outside the regular work schedule, compensation and expense reimbursement arrangements must be approved in advance. On days when school is open but students are not in attendance, i.e., service days, teacher days, etc. employees shall work their normal hours and receive their normal pay. Such time shall be used at the direction of the employee's immediate supervisor and shall involve activities that are normally within the employee's job description.
- F. Notice and Training. Any employee required to provide school health services shall be given all the following: 1) a copy of a written Medical Procedure Authorization, completed and signed by the student's parent or guardian; 2) appropriate training by a

licensed health professional regarding the functions delegated to the employee in the authorization. The Board shall pay all costs, including the time taken by the member in connection with the training.

- G. IEP Participation. Any employee who will be, or has been, providing services to a special education certified student in a regular education classroom setting shall be informed of the individual educational planning committee (IEPC) meeting(s) which may initially place (or continue the placement of) the student in a regular education classroom.
- H. Student Medical Conditions. While watching the students, employees shall be informed of any medical conditions of students that may necessitate emergency action.
- I. Professional Development. At the District's option, employees shall be required to participate in and be paid for professional development days provided by the Employer that are scheduled as a part of the regular school calendar and in conjunction with the instructional staff, and shall be informed reasonably in advance of such mandatory attendance requirement.
- J. The Employer shall schedule a minimum of two (2) professional development days, with topics specifically designed for Paraprofessionals. Such professional development shall include, but not be limited to, topics such as blood borne pathogens, CPR, etc. In addition, the association and the Employer shall meet and discuss other topics of interest and importance to all paraprofessionals. Paraprofessionals attending these professional development sessions shall be paid their regular rate of pay.

ARTICLE XIV - COMPENSATION

A. **CLASSIFICATIONS**

Bargaining unit positions are divided into the following classifications:

1. Paraprofessional
2. Library
3. SRC Paraprofessional

B. **WAGE SCHEDULES**

1. Wage Schedule

Hired BEFORE February 6, 2006

20/21	11-15	16-20	20+
Para	12.73	12.78	12.83
Library	\$13.55	\$13.60	\$13.65

21/22	11-15	16-20	20+
Para	12.98	13.04	13.09
Library	13.82	13.87	13.92

22/23	11-15	16-20	20+
Para	13.24	13.30	13.35
Library	14.09	14.15	14.20

Hired AFTER February 6, 2006

20/21	Start	1	2	3	4	5-9	10-14	15-19	20+
Para	11.00	11.25	11.50	11.75	12.00	12.25	12.50	12.70	12.90
SRC	12.00	12.25	12.50	12.75	13.00	13.25	13.50	13.70	13.90

21/22	Start	1	2	3	4	5-9	10-14	15-19	20+
Para	11.15	11.40	11.65	11.90	12.15	12.40	12.60	12.80	13.00
SRC	12.15	12.40	12.65	12.90	13.15	13.40	13.60	13.80	14.00

22/23	Start	1	2	3	4	5-9	10-14	15-19	20+
Para	11.25	11.50	11.75	12.00	12.25	12.50	12.70	12.90	13.10
SRC	12.25	12.50	12.75	13.00	13.25	13.50	13.70	13.90	14.10

Note 1: Rate is effective the first workday of the school year or on anniversary date, if hired after the beginning of the year.

Note 2: Step advancement is horizontal; vertical rates are determined by employee classification.

C. Additional Hourly Stipends/Reimbursement

1. Substitute Teaching Permit

a. Paraprofessionals with a valid substitute teaching permit on file in Central Office will receive a stipend of fifty cents (\$0.50) per hour in addition to their regular hourly wage.

2. Employees with one or more of the following: Associate Degree in Early Childhood Development, Associates Degree for Paraprofessionals or any other degree directly related to educational student care/instruction, shall receive a stipend of \$1.00 per hour more in addition to their regular hourly wage.

3. Mileage. Employees required in the course of their work to drive personal automobiles shall receive mileage allowance equal to the IRS rate.

ARTICLE XV - HOLIDAYS

Employees shall be granted paid holidays each school year as follows:

*Good Friday
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Memorial Day

*If a school day is scheduled for Good Friday, employees shall receive "Holiday Pay" pay for the next unpaid day.

ARTICLE XVI - EMPLOYEE BENEFITS

The Employer shall offer to each employee, working a regular schedule of 30 or more hours per week the following single subscriber health insurance listed under Plan A for a full twelve (12) month period:

Plan A:

- Health 1) Priority Health HMO HSA, 20% Coinsurance or
2) Priority Health HMO HSA, 30% Coinsurance or
3) Priority Health POS HSA, 20% Coinsurance
- LTD 60% - \$1500 max monthly income benefit, 90-calendar day modified fill
- Life \$10,000 Negotiated Life w/AD&D
- Vision VSP-2
- Dental 75% Preventative/75% Basic/60% Major - \$1500 Annual Max, 75%
Ortho - \$2000 Lifetime Max

Plan B:

- LTD 60% - \$1500 max monthly income benefit, 90-calendar day modified fill
- Life \$10,000 Negotiated Life w/AD&D
- Vision VSP-2
- Dental 75% Preventative/75% Basic/60% Major - \$1500 Annual Max, 75%
Ortho - \$2000 Lifetime Max

The employee may extend health insurance coverage to his/her spouse and/or family through payroll deduction utilizing pre-tax dollars under section 125 of the Internal Revenue Code. Employees hired after 1/31/17 shall not be eligible for employer premium contributions nor cash in lieu payments.

For employees hired on or prior to 1/31/2017 the employer shall contribute an amount equal to the maximum hardcap allowed by law for single subscriber health insurance. If the health insurance premium is less than the hard cap, the difference will be deposited into the employee's HSA.

Employees hired on or prior to 1/31/2017 but not electing Plan A will select Plan B plus receive cash in lieu of health benefits. The employer shall contribute a total of three hundred (\$300) dollars per month. The cash amount shall be equal to the difference between the monthly premium for Plan B and \$300.

The Employer shall formally adopt a qualified plan document, which complies with section 125 of the Internal Revenue Code. Any eligible employee cost for insurance shall be paid through payroll deduction utilizing pre-tax dollars under section 125 of the Internal Revenue Code. Employees electing an annuity shall have it funded through a salary deduction agreement.

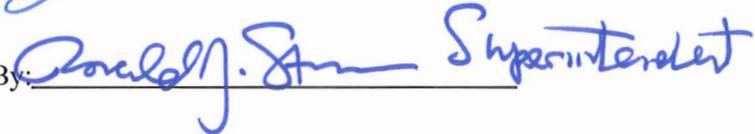
The parties agree to re-open this article, upon the Board's request, to negotiate the impact of PPACA regulations and requirements so that the District is not subject to any tax, fine, penalty or surcharge.

ARTICLE XVIII - DURATION OF AGREEMENT

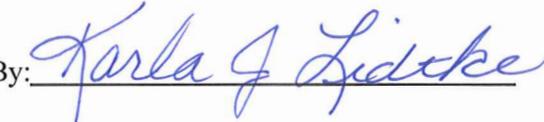
This Agreement shall be effective upon ratification, and shall continue in effect until midnight, June 30, 2023. An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, may reject, modify, or terminate this agreement.

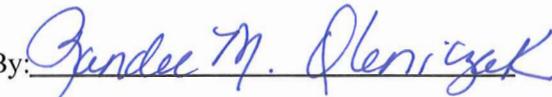
MANISTEE BOARD OF EDUCATION

Date: 5-13/21 By: 

Date: 5-13-21 By:  Superintendent

MANISTEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Date: 5/13/21 By: 

Date: 5/13/21 By: 

APPENDICES

APPENDIX A: EVALUATION

APPENDIX B: FMLA

APPENDIX C: REPRESENTATION WAIVER -