

AGREEMENT  
BETWEEN  
SOUTHFIELD BOARD OF EDUCATION  
AND  
SOUTHFIELD MICHIGAN  
EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION  
(S-MESPA)

July 1, 2011 ~ June 30, 2013

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## TABLE OF CONTENTS

Preamble.....	1
Purpose and Intent.....	1

### Articles

I	Recognition.....	2
II	Agency Shop.....	2
III	Rights and Responsibilities of the Association.....	4
IV	Rights and Responsibilities of the Board.....	5
V	No Strike Clause.....	5
VI	Grievance Procedure.....	6
VII	Seniority.....	7
VIII	Assignment, Reduction in work hours Layoff and Recall.....	8
IX	Transfers to another department.....	10
X	Promotions to Supervisory Positions.....	10
XI	Transfers within a department .....	11
XII	Vacancies.....	11
XIII	Summer Work Assignments.....	13
XIV	Resignation and Retirement.....	13
XV	Probationary period.....	13
XVI	Discipline, Demotion, and Discharge.....	14
XVII	Paid Leave of Absence.....	15
XVIII	Leaves of Absence Unpaid.....	16
XIX	Working Hours.....	17
XX	Holidays.....	19
XXI	Vacations.....	20
XXII	Evaluation.....	21
XXIII	Worker's Compensation.....	22
XXIV	Employee's Protection.....	23
XXV	Payroll Deductions.....	24
XXVI	Working Conditions.....	24
XXVII	Miscellaneous.....	24
XXVIII	Insurance.....	26
XXIX	Skilled Trades.....	29
XXX	ParaProfessionals/Teacher Assistants.....	29
XXXI	Site Technicians.....	31
XXXII	Longevity.....	31
XXXIII	Compensation.....	32
XXXIV	Conclusion and Duration.....	33

## **PREAMBLE**

This Agreement is entered into on 13th day of November 2012 by and between the Board of Education of the Southfield Public Schools, hereinafter, the "Board", and the Southfield Michigan Educational Support Personnel Association, hereinafter, the "Association."

## **PURPOSE AND INTENT**

It is agreed by all parties that providing a high quality education for the children of the Southfield Public Schools is the paramount aim of this school district. The Board, administrative staff, and the Association employees have definite responsibilities in providing such services and education, we hereby declare:

WHEREAS, the Association was selected as the duly authorized bargaining agent by virtue of an election by employees in the unit, as defined in the "recognition" paragraph of this agreement, conducted by the Michigan Employment Relations Commission of the State of Michigan on May 1, 1981; and

WHEREAS, the Board and Association have a statutory obligation to bargain one with the other, as representatives of the public and members of the bargaining unit, with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings, which they desire to put into the form of an agreement: and

Therefore, it is hereby agreed as follows:

## ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 336, Public Acts of 1947 as amended, for the following unit:
- B. The members of the unit represented by the Association include: skilled trades, teacher assistants, hall monitors, paraprofessionals, media technicians, site technicians, and Bussey teacher assistants. Supervisors of: transportation, custodians, maintenance and cafeterias, and any other supervisor(s) are excluded, as defined by Act 336 Public Acts of 1965.
- C. The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in this Agreement. The term "Board" or "employer" when used herein shall refer to the Board of Education. The Superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel are considered agents of the Board within the meaning of Act 379.
- D. The Board agrees not to aid, promote or finance any labor group or organization which purports to engage in collective bargaining for the employees as defined in B above or to make any agreement with any such group for the purpose of undermining the Association.

## ARTICLE II AGENCY SHOP

- A. Employees covered by this Agreement shall maintain membership in the Association during the term of the Agreement or pay a service fee to the Association.
- B. Employees who do not wish to be members of the Association shall sign and deliver to the Board written authorization for the deduction of a service charge constituting no more than the total dues payable by members that being the amount of money equal to the Association's cost for administration of the collective bargaining Agreement.
- C. When requested, the Southfield Board of Education shall provide the association with a complete list of bargaining unit members, each member's position requisition or a printout including information from each member's requisition that includes each employee's job/assignment title and routinely scheduled working hours excluding hours for extra or co-curricular duties, overtime and/or hours resulting from special assigned projects beyond the work hours attributable to each member's position, and the employee's hourly wage rate for the concluding school year.
  - 1. The board agrees to supply the association the lists and records identified in item 1 above within ten (10) workdays of such request.
  - 2. The association agrees to process the employee information in a timely manner by applying the appropriate mea percentage dues formula and return to the school district no later than august 15, a listing of all unit members and the specific dues amount to be deducted in accordance with the payroll deduction schedule for dues.
  - 3. The board agrees to supply this same information regarding all new hires in the unit within two weeks of initial employment. The association agrees to return to the district the specific dues amount to be payroll deducted within two weeks of receipt of the new hire information from the district.
  - 4. The Board shall deduct dues, service charges, assessments, and/or contributions from any employee from whom they have written authorization.

- D. The authorized deduction of dues, service charges, assessments, and/or contributions shall be made from a regular paycheck each month from September to June of each school year.

The Board agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom deductions have been made, within twenty (20) calendar days. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Board.

- E. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union, or (2) pay a service fee to the Association, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408:477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to the provision shall be made in equal amounts, as nearly as may be, from the paycheck of each bargaining unit member.
- F. Pursuant to *Chicago Teachers Union V Hudson*, 106 S CT 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." The policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- G. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- (A) The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - (B) The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any and all claims, demands, suits, damages, costs, or other forms of liability of whatsoever kind imposed by a judgment of a court's or administrative agency as a direct consequence of the employer's compliance with this Article II, deductions for professional dues. Accordingly, this provision shall not become operative until such time as the S-MESPA and the Michigan Education Association executive and deliver to the Board an Agreement under which the S-MESPA and the Michigan Education Association jointly and severally certify to the conditions of this provision.

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments, and contributions in the Association as established by the Association. Such

authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws, and administrative procedures.

- H. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- I. The Association will continue to admit all eligible employees to membership and will represent these employees without discrimination by reason of race, creed, color, national origin, age, sex, marital status, or disability. Further, the Association will continue to recognize full citizenship rights of the members of the bargaining unit.

### **ARTICLE III RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION**

- A. The Association and its members will have the right to use school building facilities for meetings in accordance with school policy.
- B. Duly authorized Association representatives may be permitted to transact official Association business on school property provided that it shall not interfere with or interrupt normal school operation.
- C. Nothing in the Agreement shall be construed to deny or restrict an employee's rights under the Revised School Code or other applicable laws.
- D. The employer will provide bulletin board space in each building, which may be used by the Association for posting official Association notices.
- E. The Association and the Board will continue their policy of non-discrimination against any employee by reason of his/her race, creed, color, national origin, age, gender, sexual preference, marital status, disability, religious belief, genetic information or membership or non-membership in, or association with or lack of association with, the activities of any employee organization. Further, the Association will continue to admit all eligible employees to membership and will represent these employees without discrimination by reason of race, creed, color, national origin, age, gender, sexual preference, marital status, or disability.
- F. The Association shall be granted forty (40) days per contract year, to be used for Association business. These (40) days will be designated as either a paid leave day of the individual member or a reimbursement of the substitute cost. The District will invoice the Association quarterly for reimbursement. There shall be no cost to the Board for the use of Association days.

Application for use of these days will be made through regular attendance channels and the Association President must authorize the application of the use of these days twenty-four hours in advance. Application will be sent and received by the department from which the Association member will be absent. There shall be no denial of the President's use of days. Association days will be not denied, unless under extreme circumstances. The Association president shall provide to the Associate Superintendent for Human Resource and Labor Relations a monthly log of scheduled activities of Association days. Such log shall include who used the days and when the days were taken.

- G. The Board shall furnish to the Association, upon its request, information and materials necessary for the Association to process a grievance or complaint and to negotiate successor Agreements.

**ARTICLE IV  
RIGHTS AND RESPONSIBILITIES OF THE BOARD**

- A. Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board and the Superintendent of Schools reserve and retain rights vested in the Board or in the Superintendent under governing law, ordinances, rules, and regulations as set forth in the Constitution, and laws 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 school system and its properties and facilities, and the activities of its employees on the job;
  2. To hire all employees and subject to the 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 employees;
  3. To establish courses of instruction, including special programs, and to approve the means and methods of instruction;
  4. To provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board, and to determine the duties, responsibilities, and assignments of all employees;
  5. To adopt reasonable rules and regulations which are not in conflict with this Agreement;
  6. To develop and control the budget of the school district;
  7. To determine the structure and responsibilities of its school management organization;
  8. To determine the number and location of its facilities.
- B. The Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations. Likewise the listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- C. It is agreed that the Board shall be free to use all labor saving devices and labor saving equipment that will be to the best interest of the Board and will not result in the layoff or reduction of hours of current employees in the bargaining unit.
- D. If any provision of this Agreement, or any application of the Agreement to any employee or group of employees, shall not be deemed valid and subsisting except to the extent permitted by law, all other provisions or applications shall continue in full force and effect. In the event that any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative and subject to renegotiations.

**ARTICLE V  
NO STRIKE CLAUSE**

- A. During the term of this Agreement the Association will not authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in any strike. As used in this Article, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment. In the event of any strike in violation of this Agreement, the Association will post notices immediately at any or all schools affected, advising that such strike is unlawful, in violation



of this Agreement and unauthorized by the Association, and the Association shall advise the striking employees to return forthwith to their regular duties. The Association shall further take any and all other action reasonably within its power to bring the strike to an end. If the Association takes the foregoing steps and has not acted in violation of its obligation under this Article, it shall not be liable in any way for such strike.

- B. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing, to any other remedies available under the laws of the State of Michigan.

## ARTICLE VI GRIEVANCE PROCEDURE

- A. A grievance is a contractually defined mechanism which is designed to resolve disputes that arise during the term of this agreement involving:
1. Alleged violation, misinterpretation or misapplication of this Agreement.
  2. Disciplinary action or dismissal.
- B. All grievances shall be handled by the following procedure:

**Step 1:**

The grievant, either alone or with an Association Representative, shall first discuss the grievance with the principal (supervisor) within five (5) workdays of the alleged occurrence in an attempt to resolve the grievance informally. At this time, it must be clearly understood by both parties that the conference is intended to initiate the grievance procedure. A grievant not satisfied with the results of the personal conference with his/her principal (supervisor) may take his/her grievance to the Association for consultation.

The Association, upon due consideration, will determine whether or not to represent the member. The Association representative may visit the principal (supervisor) within five (5) workdays from the time of the alleged violation in a further effort to resolve the grievance.

**Step 2:**

If the grievance is not resolved at step one, it shall be reduced to writing, clearly stating by Article(s), and Section(s), the claimed basis for the grievance and shall be signed by the secretary and presented and discussed with the principal (supervisor) by the Association within five (5) work days after the Association Representative visit (in step one) with the principal (supervisor). Within five (5) workdays after receiving the written grievance, the principal (supervisor) shall communicate his/her decision, in writing, together with the supporting reasons to the Association and to the grievant.

**Step 3:**

Within five (5) work days after delivery of the principal's (supervisor's) decision, the grievance may be appealed to the Superintendent or his/her designee. The appeal shall be in writing and shall set forth, specifically, the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step Two.

Within five (5) workdays after delivery of the appeal, the Superintendent or his/her designee may investigate the grievance and conduct a hearing. In the event the superintendent's designee serving as hearing officer is also the person that is being grieved, the superintendent shall designate another designee to serve as a hearing officer for this grievance. Witnesses and cross-examinations may occur on the part of either party at such hearing. The decision, in writing, together with the supporting reasons shall be presented to the Association and to the principal (supervisor) within five (5) work days following the hearing on the matter.

**Step 4:**

If the grievance remains unresolved at the time of Step Three, it may be submitted to binding arbitration at the request of the Association provided written notice of the request for submission to arbitration is delivered to the Superintendent, within ten (10) workdays after the date of the Superintendent's or his/her designee's written communication of the decision under Step Three. The arbitrator shall be selected through the American Arbitration Association in accordance with its rules. The Arbitrator shall render his/her opinion only with respect to the particular grievance submitted to him/her, and such opinion shall be binding upon the Board and the Association.

The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement.

The Arbitrator's fee and expenses shall be shared equally by the Board and the Association. The costs for witnesses will be borne by the party requesting such witnesses.

- C. If a grievance arises from the alleged action of authority higher than the principal (supervisor) of a school, the grievance may be originally presented at the appropriate step of the grievance procedure.
- D. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.  
  
Failure to comply with the time limits in step one shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended, in writing, by mutual agreement.
- E. In all steps of this procedure, it is understood that the Association, principal, supervisor, Superintendent or designee may request other members of the administration or representatives of the Association to be present.
- F. It is understood that if any employee files a charge with a governmental agency such as the Equal Employment Opportunity Commission, the Michigan Civil Rights Commission, the Michigan Department of Labor Bureau of Workers' Disability, and/or a similar state or federal agency, said charge shall not be subject to arbitration under this Agreement.

**ARTICLE VII  
SENIORITY**

- A. Definition:
  - 1. System Seniority – System seniority shall commence on the date the employee commences regular employment as a bargaining unit member with the School District.
  - 2. Department seniority shall commence on the date the employee commences regular employment as a bargaining unit member in the department.
- B. A master system/department seniority list shall be kept and updated on the District's website.
- C. For purposes of identifying department seniority, the following departments will be in effect:
  - 1. Hall Monitor
  - 2. Instructional (Assistants/Paraprofessionals/Technicians other than District Media)
  - 3. Skilled Maintenance
  - 4. District Media Technicians

5. Site Technicians
6. Bussey Center Aides

- D. For the purpose of both system and departmental seniority the following shall apply:
1. In the event two (2) or more employees are assigned to a department or begin work on the same day, the date and time of the job application from which they were hired shall determine the position on the list. In the event the job application dates are the same, position on the seniority list shall be determined by lottery.
  2. If an employee is awarded a position in another department, then said employee's seniority into the new department shall commence the first work day after the expiration of the bid. The employee's seniority in his/her original department shall be frozen at the time of making the change.
  3. Employees who work less than eight (8) hours per day but four (4) or more hours per day shall receive credit for the full seniority. Employees who work fewer than four (4) hours per day will receive one-half (1/2) day seniority.
  4. Seniority for purpose of vacations, retirement, holidays or other fringe benefits shall be from the date of last permanent hire into the Southfield School District.
  5. Department seniority is to provide job security within a department; system seniority is to provide job security in the District.
- E. Seniority shall be broken and/or employees shall be removed from the seniority list for the following reasons only:
1. If he/she resigns or is retired.
  2. If he/she is discharged and the discharge is not reversed.
  3. If he/she fails to return to work from layoff when recalled as set forth in the layoff procedure.
  4. If he/she is on authorized unpaid leave of absence, seniority shall be frozen, as provided in Article XXIII.

**ARTICLE VIII**  
**ASSIGNMENT, REDUCTION IN WORK HOURS LAYOFF AND RECALL**

Notification Requirements:

- A. In the event the Board determines that it is necessary to reassign personnel, reduce hours, or lay off employees, the Association shall be notified, in writing, at least thirty (30) calendar days in advance of the scheduled reassignment. The purpose of the notification is to provide the opportunity, at the request of the Association, to meet on the scheduled reassignment, reduction, or layoff, its necessity and possible alternatives.
- B. Employees whose positions are to be eliminated or reduced in hours by fifty percent (50%) or more shall be so informed in writing, at least twenty (20) calendar days in advance of the scheduled elimination or reduction.
- C. The Board shall make reasonable efforts to keep individuals bumped or reassigned through the reassignment process informed of their assignment status.

- D. In the event that positions held by less than twelve (12) month employees are to be reduced or eliminated at the beginning of the subsequent school year, the Board will normally begin the reassignment, reduction, or layoff process in the spring of the preceding school year.

Displacement Procedures:

The following procedures shall be adhered to should it be necessary to reassign personnel who may be displaced by consolidation or reorganization:

1. Displacement shall be made by specific position within each department of position classification covered by this Agreement. The Administration shall determine and designate the specific positions to be eliminated. If vacancies exist at this time, or are to be created as a result of consolidation or reorganization, they shall not be posted, but shall be filled by qualified employees using these procedures as set forth in Article XII.
  2. Employees whose positions are to be eliminated shall be placed on a list of displaced employees ranked in order by department seniority. Such a list shall be prepared for each department where eliminations have been designated.
  3. Employees who are notified of elimination of their positions may exercise their department seniority, as defined in Article VIII, to seek reassignment within the same department by bumping the least senior individual in the department working the same number of hours and having the same length of work year. Known vacancies will be treated as positions held by the least senior department members (zero seniority). The employee who is bumped shall then be placed on the department displacement list in department seniority order. This procedure shall be followed until all personnel are assigned to the extent that positions are available.
- A. Employees who are displaced from their present department through the procedures delineated above may be reassigned to another department provided they are qualified. Such possible reassignment shall be made according to the following procedures:
1. Reassignment shall first be based upon any department seniority held in other departments. An employee may, at his/her option, bump the least senior member in another department if the employee has greater department seniority and is qualified for the position. If the employee holds seniority in more than one other department, the employee shall select the one (1) department into which they may bump.
  2. If the employee does not possess seniority in other departments, or has insufficient seniority to claim a position as detailed in #1 above, the employee may be reassigned to another department based upon his/her system seniority. Such an employee shall displace the least senior employee who has less system seniority and who holds a position for which the employee is qualified.
  3. The affected employee may elect to be placed on layoff status instead of exercising any rights provided under these provisions for reassignment.
- B. Those employees without an assignment as a result of the procedures delineated above shall be laid off.

Recall:

- A. Employees laid off through the procedures delineated above, shall be maintained on a seniority recall list.

- B. Vacancies shall be filled by first recalling the employee on the recall list who holds the most department seniority and is qualified for the position. If no employees on the recall list has department seniority and is qualified for the position, the employee with the most system seniority who is qualified for the position shall be recalled. If no such individual exists, the district shall fill the vacancy with a new hire.
- C. Should an employee be offered a position in accordance with the above for which he/she is qualified and refuses such appointment, he/she shall lose his/her rights to recall.
- D. No new employee shall be hired by the Board until all laid off employees eligible and qualified under the provisions of this article for that position have been recalled or have declined the opening.
- E. An employee shall retain recall rights for a period of five years.
- F. Effective June 30, 2014, an employee shall retain recall rights for a period of three years.

**ARTICLE IX  
TRANSFERS TO ANOTHER DEPARTMENT**

- A. Transfers shall be defined as assignment to a different position in the bargaining unit.
- B. Transfer opportunities shall be posted in accordance to the procedure outlined in Article X and XI.
- C. Transfers to a different department to all vacancies and new positions shall be made on the following priority basis:
  - 1. The candidate is able to meet the posted qualifications for the position.
  - 2. Should two candidates meet the posted qualifications and possess equal department seniority, selection shall be made on the basis of supervisor interview.
  - 3. Any current bargaining unit member wishing to transfer/ assume a paraprofessional/teacher assistant position must meet one of the following requirements:
    - a. Complete at least two (2) years of study at an institution of higher education, or
    - b. Obtain an Associates (or higher) degree, or
    - c. Pass the state "Act Work Key" test, or
    - d. Pass the State of Michigan test for teacher certification, or
    - e. The ESP ETS Paraprofessional Assessment test.

The Association shall be notified of the individual appointed to a vacancy and the names of all internal applicants. Written notification shall be given to employees who applied and were not selected. Upon request, the Association shall be notified as to the reason an individual was appointed to fill a vacancy, which shall directly relate to the job description, posted qualifications, and seniority. The job description and posted qualifications shall reasonably relate to the major responsibilities of the posted position or function.

**ARTICLE X  
PROMOTIONS TO SUPERVISORY POSITIONS**

- A. Individuals promoted from bargaining unit to supervisory positions shall retain their seniority gained prior to such promotion. So long as they are supervisors, they shall retain that amount of

seniority. Should a supervisor return to a unit job, he/she shall be entitled to a job commensurate with his/her seniority gained prior to promotion to the supervisory position, if a vacancy exists.

- B. A list of supervisory personnel shall be made available to the Association.

#### **ARTICLE XI TRANSFERS WITHIN A DEPARTMENT**

- A. Transfers within a department shall be defined as assignment to a different bargaining unit position in the department in which the employee is currently assigned.
- B. Employees may request a transfer in accordance with procedures outlined in Article XIII of this Agreement. Where two (2) or more employees request a transfer, departmental seniority and qualifications for the position shall be the deciding factor.
- C. No employee may voluntarily transfer more than once per year (July 1 - June 30). An employee shall be permitted to refuse a voluntary transfer only once within a given school year (July 1 -June 30).
- D. If no vacancy exists, two (2) employees may voluntarily exchange positions, provided that they are in the same department and classification. Such transfers shall be made only if there is concurrence by the employees, Association, and the Board.
- E. In the event of a necessary involuntary transfer, the Board shall meet with the affected employee(s) and an Association Representative prior to the involuntary transfer in order to discuss the reasons for such action. Involuntary transfers shall not be made for the purpose of discipline. The employee who has been involuntarily transferred may not bid back to his/her previous position for a period of one (1) year; after one (1) year, the employee who has been involuntarily transferred may bid back only with the agreement of the Administration and the Association. In all cases of involuntary transfers, the Association will be notified, in writing at least five (5) workdays prior to the effective date of such transfer.

#### **ARTICLE XII VACANCIES**

- A. A "vacancy" is an open position as determined by the Board.
- B. The following timeframes shall apply to employee's leave of absence employees who are on an approved leave of absence of three (3) months or longer or receiving workers compensation as provided in Article XXVII. If an employee is on leave:
  - 1. 1 – 30 days: An employee returning from leave shall be returned to the position prior to the leave.
  - 2. 31 – 180 days: An employee returning from leave shall be returned to a position in the District for which they are qualified.
  - 3. 181 days – Beyond: An employee returning from leave shall be returned to a position in accordance with Article XXI.
- C. Vacancies shall be posted for three (3) workdays on the District website. During the posting period, the vacancy may be staffed on a temporary basis by a substitute.
- D. The vacancy shall be awarded to the employee having the greatest department seniority. Active employees and those who have notified the Board that they wish to return from leave of absence

and are available for work shall be allowed to bid on all posted positions. If employees who bid on a posted position do not have departmental seniority, the employee with the greatest system-wide seniority shall be awarded the position prior to hiring a new employee provided the employee meets the qualifications.

- E. Selection of employees to posted vacancies that are considered "transfers" shall be in accordance with Article IX and XI of this Agreement.
- F. Each position posted must include the following:
  - 1. Job Title
  - 2. Job Description
  - 3. Type of Work
  - 4. Location
  - 5. Starting Date
  - 6. Rate of Pay
  - 7. Hours to be Worked
  - 8. Department and Classification
  - 9. Minimum Qualifications
- G. Postings making reference to "other duties as assigned" shall also indicate that such duties shall be related to the major responsibilities of the posted position or function.
- H. All eligible vacancies shall be posted within three (3) workdays after the position becomes vacant. Once a job is posted, the job title, job description, type of work, location, starting date, rate of pay, hours to be worked, department and classification, and minimum requirements shall not be changed without the mutual consent of the Association.
- I. The Board reserves the right to withdraw and/or not fill a posted position if unforeseen circumstances warrant such action. It is understood, however, that the withdrawal of a posting and/or not filling a vacancy shall not be used under any circumstances to block qualified candidates access to such positions. Such decision to withdraw and/or not fill a posted position shall be communicated to the Association, with the reasons no later than 12:00 noon of the last day of the posting period. Vacancies to be staffed shall be staffed within five (5) workdays after the expiration of the posting period.
- J. An employee promoted or transferred to a new position shall be allowed to return to his/her previous position until noon of the last day of the posting of such position.
- K. At the employee's option or a result of a less than satisfactory evaluation, the employee can be returned to his/her old position.
- L. If an employee's qualifications for a new position are questioned, the specific deficiencies shall be identified by the Board and the employee shall be given an opportunity to demonstrate that he/she is qualified. Such demonstration shall include up to (15) fifteen workdays in the new position as determined by the administration in consultation with the Association. During a trial period the employee's previous position shall not be posted and shall be filled by a substitute. If an employee declines a transfer by this provision, such transfer counts toward the one allowed transfer per year.
- M. The Association President shall receive copies of all postings and shall be informed of the result of each posting including the names of all applicants and of the employee selected to staff the vacancy. Copies of postings shall also be sent to the designated Association representatives and the Association office.
- N. An employee who is rehired by the Board may receive up to full credit for prior experience in the department for which he/she has been re-employed for pay purposes only.
- O. The Board may place an employee in a temporary position that is vacated due to the absence of the employee assigned to that position.

**ARTICLE XIII  
SUMMER WORK ASSIGNMENTS**

- A. Employees must be available for the full period of time designated for such work.
- B. Employees with past experience will qualify under the above plan.
- C. Employees other than twelve (12) month employees who are awarded summer work positions shall not accrue leave days, or vacation time credit for this supplement work, nor shall they accrue any additional fringe benefits.
- D. Employees other than twelve (12) month employees who are awarded summer work that is available which is directly related to their regular assignment shall receive their regular rate of pay. Employees assigned to other positions shall be paid in accordance with the rate negotiated by the parties for that position and listed on the posting.
- E. Employees awarded summer work in their classification/department, shall be awarded such work on a seniority basis.

**ARTICLE XIV  
RESIGNATION AND RETIREMENT**

- A. When an employee desires to terminate his/her employment, there must be at least ten (10) work days written notice given to the Board. Upon mutual agreement between the parties, all or part of this notice may be waived. In the event of reemployment, such employee shall be considered as a new employee.
- B. Any employee who discontinues services with proper notice does not forfeit the right to earned vacation time.
- C. In appreciation for services to the school district, a severance payment of seventy dollars (\$70.00) per year of service (up to thirty (30) years) shall be paid upon resignation or retirement of employment, provided the employee shall have been employed in the school district for a period of fifteen (15) years. Leaves of absence shall not be counted as service.
- D. Further, an employee with fifteen (15) years of service with the district who resigns or retires shall be paid twenty dollars (\$20.00) for each unused leave day in their individual bank above eighty (80) days to a maximum of sixty (60) such excess days.

**Article XV  
PROBATIONARY PERIOD**

- A. All S-MESPA hired by the Board shall serve a ninety (90) workday probationary period. Such probationary employees shall not transfer to any other unit position until permanent employment has been granted after the expiration of the ninety (90) workday probationary period.
- B. Seniority shall commence upon initial employment.
- C. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period including termination of such probationary employees which shall be subject to the grievance procedure up to but not including arbitration.
- D. All insurance benefits provided in this Agreement shall be provided to a probationary employee upon completion of the probationary period.



- E. Leave day credit shall accrue during the probationary period but may not be used during such period. If a paid holiday falls within a probationary period, the employee shall not be paid for such holiday.
- F. If a probationary employee is absent the probationary period shall be extended by the duration of such emergency.
- G. Probationary employees shall be evaluated according to the procedures set forth in Article XVII.
- H. The Association President shall be notified of all newly hired employees and those who successfully complete the probationary period.

**ARTICLE XVI  
DISCIPLINE, DEMOTION, AND DISCHARGE**

- A. The Board retains the right to discipline, demote, and/or discharge an employee for just cause and with due process for violation of the terms of this Agreement or Board policy. Prior to a recommendation to the Board for dismissal of an employee, said employee shall be provided an administrative hearing. Such hearing shall be conducted so as to provide the employee the right of representation, knowledge of charges, and opportunity to present and cross-examine witnesses.
- B. A progressive disciplinary program shall govern actions taken. The progression shall be as follows:
 

Step 1	Verbal Warning (with Union Representation Present)
Step 2	Written Warning
Step 3	Written Reprimand
Step 4	Paid/Unpaid Suspensions
Step 5	Demotion/Termination
- C. The Board reserves the right, on a case-by-case basis, to jump over steps based on the severity of the charges facing The Employee.
- D. The Association shall be notified, in writing, of any written disciplinary, demotion or discharge action of any employee unless the employee signs a waiver of such notification with a copy to the Association.
- E. An employee shall at all times, upon his/her request, be entitled to the presence of a representative of the Association when he/she is being reprimanded or disciplined for any delinquency in his/her performance. When a request for the presence of an Association representative is made by the employee or administrator, no action shall be taken with respect to the employee until such representative of the Association is present. The Association shall provide such representation within two (2) school days. Prior to beginning any meeting where discipline is likely to take place, the administrator/supervisor shall inform the employee of the purpose of the meeting and of his/her rights to representation. In the event the employee does not wish representation by the Association, the Board shall provide a written waiver of such for the employee's signature, a copy of which shall be transmitted to the Association.

**ARTICLE XVII  
PAID LEAVE OF ABSENCE**

- A. Paid Leave of Absence days are a benefit that provides salary protection when an employee is unable or not available for work due to illness or matters outside his/her control. Subject to the limitations set forth hereinafter, employees shall have the right to leave without loss of pay provided leave days in the employee's leave day bank or sick bank are available.
- B. During the first year of employment, leave days shall be earned by employees as follows:

1. Probationary employees shall receive three (3) leave days.
2. Ten (10) month employees - 1.3 days/month of employment.
3. Twelve (12) month employees - 1.25 days/month of employment.

Upon the completion of one (1) year of employment, employees shall receive leave days earned by month as in B above and credited as follows:

1. Ten (10) month employees - 13 days/year.
2. Twelve (12) month employees - 15 days/year.

Paid Leave Days may not be taken immediately preceding or following a holiday or school recess unless an emergency exists and upon written approval of the employee's immediate supervisor. The above provisions in this section shall not apply to Bussey Aides.

- C. Unused leave days will be cumulative and carried over from year to year to a maximum of 200 days. Those that have more than two hundred (200) days accumulated on June 30, 2013, will maintain their total accumulation. Any leave days used during the school year will first be deducted from the allotted leave days.
- D. Any employee except new hires during their first year of employment, and a Bussey enrichment employees, who has exhausted his/her accumulated leave days may apply to a central sick bank. The central sick bank shall be maintained by each employee depositing one (1) leave day from his/her leave bank. New hires shall deposit such days beginning with their first work day. The board shall make no contribution to the sick bank.
- E. Withdrawals may be made from the bank upon written application to the Central Sick Bank Committee by an employee who has exhausted his/her own leave days. There shall be a five (5) workday waiting period after exhaustion of accumulated sick leave before bank days are provided. This waiting period shall be waived in the case of hospitalization at the time of application or on a case by case basis for good cause by the Central Sick Bank Committee. Use of the central sick bank shall be restricted to absences due to injury or illness of the employee only. The central committee shall be composed of two (2) members of the Administrative staff and two (2) members of the Association. The committee shall be empowered to approve or disapprove all such applications and determine the number of days allowable if approved. An employee receiving such an allowance from the bank shall not be expected to repay. Sick Bank Days shall not be granted beyond the date of eligibility for long term or short term disability.
- F. The Sick Bank Committee reserves the right to request a second opinion from a jointly preapproved pool of physicians. Any cost for the second opinion shall be paid by the Board.
- G. If a death occurs among the members of an employee's immediate family, the employee shall be excused from work three (3) work days to attend the funeral and make other necessary arrangements without loss of pay from the day of death. The phrase "immediate family" for the purpose of this Section shall mean husband, wife, child, father, mother, sister, brother, father-in-law, mother-in-law, stepfather, stepmother, grandchild, grandmother, grandfather or any dependent for which the employee has sole responsibility. Such leave is subject to the approval of the Division of Human Resources, and the employee must be working during the time of the bereavement. Such time shall not be taken from the leave day accumulation of the employee.
- H. Any employee who is summoned for jury duty, court appearance as a witness in any case connected with the employee's employment, the school, or whenever the employee is subpoenaed to attend such proceedings, including depositions, there shall be no charge to the employee's individual leave bank, however, the employee must notify the Division of Human Resources, within twenty-four (24) hours of receipt of such notice or subpoena. If an employee is summoned and reports for jury duty, he/she

shall be paid the difference between the amount he/she received as juror and his/her pay, which would have been received that day. This amount will be determined by calculating the average pay received, exclusive of overtime, for the ten (10) workdays preceding the first day of such an absence. A court appearance initiated by the employee (not jury duty and not a case connected with the employee's employment or the school) shall be charged to the employee's leave bank as Personal Business, if such leave day approval is granted by the Administration.

- I. To be eligible for jury duty pay differential, the employee must furnish the employer (supervisor and the Division of Human Resources) with a written statement from the appropriate public official listing the dates he/she received pay for jury duty. Any employee found abusing this privilege shall not be entitled to pay differential.
- J. Leave day requests shall be submitted to the immediate supervisor who shall provide disposition within forty-eight (48) hours of submission.
- K. The Board reserves the right to have an employee examined by a Board appointed physician at Board expense for reasons of illness or disability.

### **ARTICLE XVIII**

#### **LEAVES OF ABSENCE UNPAID**

- A. Leaves of absence for reasons listed below may be granted upon written request to the Superintendent or his designee, for periods not to exceed one (1) year.
  - 1. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee.
  - 2. An extension of such leave of absence, but not to exceed one (1) year, may be recommended by the Superintendent and approved by the Board of Education.
  - 3. An employee granted a leave of absence of longer than three (3) calendar months by the Board shall be given a position upon his/her return, provided there is an opening for which he/she is qualified. This shall be affected by the employee bidding on posted vacancies according to the procedures in Article XII - Vacancies.
  - 4. An employee is required to notify the Associate Superintendent for Human Resources and Labor Relations, in writing, at least thirty (30) calendar days preceding the expiration date of a leave indicating his/her desire to return, request an extension, or resignation. Otherwise, the employee will be considered as terminating his/her employment with the District.
  - 5. Leaves of absence may be granted for the following reasons: Health (including maternity), military service, personal reasons, study or travel, Peace Corps, Volunteers in Service to American (VISTA), adoption, paternity, service in political office, and service in an Association position.
- B. Upon recommendation of a physician, a health leave without pay may be granted. At the end of such leave, the employee must either return or resign, unless an extension is requested by the employee and recommended by the Superintendent and approved by the Board of Education. Extensions shall be requested on an annual basis or may be requested for a period of time less than one (1) year.
- C. When the employee's health permits his/her return, he/she shall so request the Superintendent in writing, and submit a statement from a physician certifying his/her fitness to return. In the event of

a question of the employee's fitness for work, the Board has the right to request an examination at Board expense, by the Board's designated physician. Persons on health leave shall not be eligible for fringe benefits.

D. Any employee covered by the salary schedule who terminates employment in the school district to perform active service in the Armed Forces of the United States is entitled to reemployment rights in the position he/she is vacating, or one of like status and pay scale provided:

1. The position vacated is other than temporary.
2. He/she is honorably discharged from the Armed Forces.
3. He/she applies for reemployment within ninety (90) calendar days after discharge, or within ninety (90) calendar days from being certified physically fit after discharge from the hospital, resulting from incurred injury.
4. He/she is still qualified to perform the duties of the positions.

In the event of reemployment, the following provisions shall apply:

- a. Accrual of seniority shall be granted.
- b. Increments shall be added as if the employee has been in the school district during such active service in the Armed Forces.

E. Whenever possible, surgical procedures and extensive dental work should be scheduled when school is not in session and said period would allow sufficient recuperation time.

F. Employees are expected to fulfill their employment obligation to the district. However, there may be occasions when an employee may request voluntary time (time off without pay). Such requests shall be made to the employee's immediate supervisor at least five (5) work days prior to the time to be taken. All requests are subject to the final approval of the immediate supervisor. Such time shall be limited to ten (10) work days unless extenuating circumstances exist and final approval is granted by the employee's immediate supervisor.

G. No new employees shall be hired until all employees who wish to return from leave of absence, and who have followed the requirements of this article have been returned to active employment.

#### **ARTICLE XIX WORKING HOURS**

A. All employees in the bargaining unit except teacher assistants and paraprofessionals, who shall be governed by the language in Article XXIX, Section 14.4 shall receive a paid lunch and rest period as follows:

1. More than seven (7) to eight (8) daily hours - one (1) thirty (30) minute lunch period and two (2) ten (10) minute rest periods.
2. More than six (6) to seven (7) daily hours - one (1) thirty (30) minute lunch period and one (1) ten (10) minute rest period.
3. More than five (5) to six (6) daily hours - a combined lunch and rest period of thirty (30) minutes.
4. More than four (4) to five (5) daily hours - a combined lunch and rest period of twenty (20) minutes.
5. Less than four (4) daily hours - a combined lunch and rest period of fifteen (15) minutes.

- B. Failure to take the assigned rest period shall not result in a lengthening of the lunch period or a shortening of the work day unless specifically arranged with the immediate supervisor to cover unusual occasions.
- C. Overtime rates shall be paid on the following basis:
1. Time worked over forty (40) hours per week will be paid time and one-half.
  2. Subject to Section F, of this Article, double time will be paid for work on Sunday and Holidays (in addition to Holiday pay provided for by this Agreement).
  3. Overtime shall be paid when:
    - a. Time is worked by less than full time employees when they have completed their normal schedule and are required to return to work in the same day.
    - b. It shall be the responsibility of each employee to provide the employer with his/her current home phone number for the purposes of overtime notification. In the event the employee does not provide his/her most current phone number, the employer shall not be responsible for any overtime lost by that employee. Written confirmation of receipt of such information shall be given to the employee.
    - c. A less than full time employee shall have the right to assume more than one (1) bargaining unit position provided such coupling does not result in a regular work schedule that exceeds eight (8) hours per day or forty (40) hours per week.
    - d. An employee who is on a temporary assignment to another location/department shall be given access to overtime in his/her original building/department after those individuals who are currently within their building/department have declined said overtime. In addition, this preference shall also be given prior to contacting and assigning individuals who are on the District outside the building/department list.
  4. All overtime records will be made available from the Administration, upon request, to the Association President. A copy of departmental overtime shall be posted the first (1<sup>st</sup>) workday of each month on the department bulletin boards.
- D. Overtime assignments shall first be made from within a given building or given department. Individuals to be assigned overtime within their building or department shall be identified from a list of volunteers, ranked in seniority order, on a rotation basis. Employees shall sign up at the beginning of each school year or sign a waiver of overtime statement. Employees who sign up after the initial list is established shall be placed on the bottom of the listing.
- E. Individuals to be assigned overtime outside of their building or department shall be made from a list of volunteers, ranked in seniority order, on a rotation basis. Employees shall submit interest for such assignments, once a year on a form to be distributed by the Board and by a date to be determined by the Board. Any employee on such list shall be able to refuse overtime twice for justifiable reasons. More than two (2) refusals for any reason shall cause the employee to be removed from the list for the year. An employee may voluntarily request removal from the list at any time. Overtime employees selected for a specific job shall continue until completion of that job.
- F. When school is cancelled, and official public notice via the news media, including television and radio broadcasts is announced employees classified as, Teacher Assistants, Paraprofessionals, Media Technicians, Site-Technicians, and Bussey Teacher Aides will not be required to report for

duty and shall not suffer loss of pay. These employees shall not be required to report for duty and shall not suffer loss of pay if an emergency or "red alert" is declared by a municipal, county or state agency. If any employee required to report under this provision fails to report on such day, his/her position shall be filled by another bargaining unit member.

- G. Upon mutual agreement, the Board and Association shall develop and/or continue programs of flexible hours and/or a four (4) day work week.

**ARTICLE XX  
HOLIDAYS**

- A. All twelve (12) month employees shall be paid for the following Holidays, if school is not in session:

Christmas Eve Day	Good Friday
Christmas Day	Thanksgiving Day
New Year's Eve Day	Friday after Thanksgiving Day
New Year's Day	Memorial Day
Martin Luther King's Birthday	Day after Christmas
Labor Day	Independence Day*

- B. \*Ten (10) month employees shall be paid for all the above Holidays with the exception of Independence Day, unless they have received approval for summer extended employment which is for the period before Independence Day.
- C. Section A shall not apply to Bussey Aides.
- D. Should any days designated in Section A of this Article be determined by the Board to be school days, then additional days when school is not in session, shall be granted.
- E. If any of the above holidays fall on Sunday, the following Monday shall be considered the holiday. If any of the above holidays fall on Saturday, the Friday preceding shall be considered the holiday. If an employee works on one (1) of the above holidays, he/she will receive eight (8) hours holiday pay plus double time for the hours worked. Employees regularly working less than eight (8) hours per day will receive their holiday pay on their regular workday basis, plus double time for the hours worked. Payment for double time for working on holidays shall be on the basis of when such work is performed not when it is initiated.
- F. In order to qualify for these paid holidays, an employee must work on the scheduled workday before and scheduled workday after the holiday. Employees who miss these days because of illness may be required to provide a doctor's statement or substantiate proof to receive payment for the holiday.
- G. When State or Federal statutes, laws, or regulations require that any of the holidays designated in Section A of this Article be observed on the day other than set forth above, the holiday shall be observed on the day or date prescribed by State or Federal statute, whichever is controlling.

**ARTICLE XXI  
VACATIONS**

- A. Twelve (12) month employees may take vacation time during the regular school year. Requests for vacation may be refused by the administration for bona fide operational reasons including large numbers of employees in the same location requesting such days on the same date. System wide seniority shall determine priority for vacation in such instances except where prior approval has been granted.
- B. Employees who work less than forty (40) hours a week shall receive vacation pay based on their regularly scheduled work week.
- C. Choice of vacation for twelve (12) month employees shall be determined by seniority and shift within each building or work unit. Coordination of vacation requests and approvals shall be the responsibility of the immediate supervisor. Appeals shall be made to the Associate Superintendent for Administrative Services, whose decision shall be final.
- D. Eligibility for one's vacation period will be computed as of his/her anniversary date.
- E. Years of service for ten (10) month employees for determination of vacations are computed as of June 30, and employees will receive their checks prior to the conclusion of their regular work year. Vacations of twelve (12) month employees will not be paid in advance and will be received on the regular scheduled payday.
- F. All employees will be granted non-cumulative vacations without loss of pay, as follows:
 

<u>Years of Service</u>	<u>12 Month Employee</u>	<u>Less than 12 Month</u>
Less than one (1)	5/6 work day/mo.	5/6 work days/mo.
After one (1) year	10 work days	8.5 work days
After five (5) years	15 work days	12.5 work days
After ten (10) years	20 work days	17.0 work days
After fifteen (15) years	21 work days	17.5 work days
After sixteen (16) years	22 work days	18.5 work days
After seventeen (17) years	23 work days	19.5 work days
After eighteen (18) years	24 work days	20.0 work days
After nineteen (19) years	25 work days	21.0 work days
- G. Less than twelve (12) month employees shall have the option of using earned vacation time in order to be compensated for non-work days such as Insufficient Membership Days; any non-holidays during the Winter break, Mid-Winter break and Spring recess.
- H. If an employee is laid off, retires or resigns from the Board, he/she shall receive any unused vacation credit.
- I. When a paid holiday falls within a vacation period, the employee shall receive an additional day vacation without loss of pay.

- J. Any employee not utilizing any leave days for illness within any fiscal year shall be granted two (2) additional vacation days. It is understood by the parties, that only personal illness or family illness can break a perfect attendance record.

## ARTICLE XXII EVALUATION

- A. All employees shall be formally evaluated by their immediate supervisor during their probationary period as described in Article XIX - Probationary Period.
- B. Probationary employees must be formally evaluated on or before the fortieth (40) and eightieth (80) workdays of their ninety (90) workday probationary period. Conferences shall be held on or before the fortieth and eightieth workday periods. Deficiencies shall be documented and clearly noted on the S-MESPA evaluation form in Appendix A and should be explained to the probationary employee at each conference. The probationer shall receive a copy of the evaluations, and the evaluator shall send copies to the Division of Human Resources.
- C. A final evaluation conference shall be held before the eightieth (80) workday. As with the other conferences, the S-MESPA evaluation form reproduced in Appendix A should be completed and given to the probationer with a copy sent to the Division of Human Resources. Finally, the supervisor shall submit to the Division of Human Resources ten (10) workdays before the expiration of the probationary period, and one (1) page final evaluation narrative. Such narrative shall minimally contain a paragraph describing the strengths of the probationer, a paragraph describing the weaknesses and deficiencies of the probationer, and a statement indicating whether the supervisor recommends permanent employment or termination.
- D. Non probationary S-MESPA employees shall normally be evaluated every three (3) years. The evaluation process shall utilize the form duplicated in Appendix A of this Agreement. The procedure of evaluation shall be as follows:
1. Supervisor shall meet with employees who are scheduled for evaluation in order to explain the evaluation procedure, go over the appraisal form, and answer any questions the employees may have.
  2. Following the initial meeting and before the end of the year appraisal, employees may be observed in their work on an ongoing basis for two (2) twenty (20) minute periods where the nature of the position lends itself to observation and where deemed practicable by the supervisor. In any event, the supervisor may rely on the totality of his/her experience with the employee to complete the evaluation.
  3. Employees shall be notified in advance as to when the final evaluation conference will take place. Employees may have an Association representative in attendance if requested.
  4. Where the employee is deficient and needs improvement, the evaluator shall minimally provide written comments indicating the specific nature of the deficiency, the observation(s) on which the evaluator has relied to form his/her conclusions, and specifically how improvement could be accomplished through a plan of assistance. This



plan of assistance shall be developed by the appropriate supervisor in consultation with the individual employee.

5. The completed appraisal form must be completed by the supervisor and submitted to the Division of Human Resources by June 30 of each second year of employment.
  6. Employees shall receive a copy of the evaluation, and will be requested to sign the evaluation as an indication of receipt, not necessarily agreement.
- E. Evaluation records shall be kept on forms provided by the Division of Human Resources and distributed to the appropriate administrator. The records shall show instances of outstanding performance, alertness, diligence and interest in work as well as any acts, which may tend to lessen the employee's value to the school district.
  - F. Each employee shall have the right upon request to review the contents of his/her personnel file in the presence of the appropriate administrator. The employee shall have the right to Association representation during such review. It is further understood that files maintained by supervisors or other administrators shall be subject to the terms of this Article.
  - G. Each employee shall receive a copy of his/her evaluation with right to review and challenge. Such challenge may be by virtue of a grievance or by submitting a written response, to be placed in the file with the evaluation.
  - H. Evaluating procedures and forms contained in Appendix A are hereby attached to and made a part of this Agreement. No modifications or changes will be made in the evaluation procedure without the prior, mutual agreement of both parties.
  - I. If on-site inspections are made of a building, the employee(s) will be provided with copies of any records that the Administration makes regarding the condition of the building or the quality of the work performed if such records are to be used as a basis for future evaluations.
  - J. All observations of an employee's work shall be conducted openly and with the employee's knowledge. Electronic surveillance and other covert methods of observation will not be employed.
  - K. The evaluation tool shall be placed on the District website.

### **ARTICLE XXIII**

#### **WORKER'S COMPENSATION**

- A. Worker's Compensation shall be provided as required by law. In addition, employees drawing Worker's Compensation benefits shall supplement their weekly benefits up to a maximum of their gross weekly income by drawing on their accumulated leave banks. Such used leave days shall be charged to the employee's leave bank on a pro rata basis. An employee may not draw against his/her vacation bank. The maximum period of such full salary coverage shall be no longer than the qualifying period for long term disability coverage. If an employee has no accumulated leave bank, no salary supplement shall be paid by the Board unless application is made to and approval is granted by the Sick Bank Committee. Bussey enrichment employees shall only be eligible for a full fill of salary for the period of time they have in their own accumulated leave banks.

- B. The Board shall not be obligated to pay any such difference to an employee who receives a cash settlement, i.e., redemption, in lieu of weekly payments of compensation, when such cash amount has been agreed to in the form of a settlement or hearing finding.
- C. In the event of termination prior to the expiration of the time periods in Section A, rights to continue payment of supplemental benefits by drawing on employee leave banks shall cease.
- D. Employees on Worker's Compensation shall receive, for the first ninety days or the number of accumulated sick days, whichever is greater, continued accrual (loading) of leave days, holidays and vacation. Payment shall be made during that timeframe for vacation and holidays. In the event disability continues beyond the waiting period (one hundred eighty (180) calendar days or the number of accumulated sick days, whichever is greater) of the Long Term Disability, the employee shall be placed on such leave of absence. Seniority shall continue to accumulate as if the employee were actually working. Full insurance coverage shall be continued at Board expense for such eligible employees, as long as they continue on Worker's Compensation.
- E. If an employee is eligible for Worker's Compensation the employee's position shall be held open for a maximum period of ninety days. Upon the event of termination of eligibility of the employee for Worker's Compensation benefits whose position has been lost due to this clause, he/she shall be afforded the same rights as an employee requesting return from Unpaid Leave of Absence in accordance with Article XVIII.

**ARTICLE XXIV  
EMPLOYEE'S PROTECTION**

- A. Complaints by any Supervisor shall be called to the employee's attention if a permanent record is to be made of such a complaint, if such complaint may lead to disciplinary action at a later date, or be used for evaluations.  
  
A complaint about an employee by a person other than the employee's supervisor shall be called to the employee's attention at administrative discretion. However, if a permanent record is to be made of such a complaint, if discipline may occur, or if the complaint may affect an evaluation of the employee, such complaint shall be called to the employee's attention - specifically what the nature of the complaint is and that the complaint is being investigated. Upon completion of the investigation, the supervisor's disposition of the complaint shall be made known, in writing, to the employee. The name of the complaining party or parties shall be revealed to the employee if a permanent record is made of such complaint, if such is to lead to disciplinary action, or used in an evaluation of the employee.
- B. If any employee has a complaint against him/her lodged with the police department, or issued as a result of any action taken by the employee while in the performance of his/her regularly assigned duties and performing properly, lawfully, and in accordance with written Board policy and written administrative regulations, the Board shall refer the matter to its insurance carrier with the request that all necessary assistance be rendered to the employee in his/her defense.
- C. Time lost by an employee in connection with the complaint or suit, as mentioned in this Article, shall not be charged against the employee.
- D. Should an employee incur injury or damage to himself/herself as a result of an accident suffered in the course of his/her employment, the Board shall refer the claim to the insurance carrier for appropriate disposition. Article XXVIII of this Agreement shall apply to such case.

Should an employee incur damage or loss of personal property in the course of his/her employment, the Board shall refer the claim to the insurance carrier for appropriate disposition. If the disposition results in a claim being paid by the Board's insurance carrier, any deductible required will be paid by the Board.

Such protection shall also apply to loss of personal property as long as:

1. Prior notice and written approval of the supervisor has been obtained for the use of said property in the building.
2. Loss as the result of forced entry into the area where the property was locked up and/or stored.

#### **ARTICLE XXV PAYROLL DEDUCTIONS**

- A. All employees in the bargaining unit must have on file an exemption card for withholding tax as required by I.R.S. in the Division of Human Resources. Any employee desiring a change in exemptions shall do so by filing a new card. Deductions are based upon a schedule supplied by the Federal Government.
- B. Employees may request that additional deductions be made from their pay for District approved purposes, including but not limited to charities, foundations, and tax-sheltered annuities.

#### **ARTICLE XXVI WORKING CONDITIONS**

- E. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well-being.
- F. The Board shall provide adequate rest areas, lounges and restrooms for employees use.
- G. The Board shall provide reasonable support and assistance to employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The Board shall take reasonable steps to relieve the employee of responsibilities with respect to students who are chronically or seriously disruptive or repeatedly violate rules and regulations.
- H. The District will provide latex gloves and appropriate containers for disposal for employee use; a training program will be provided to instruct employees in the proper use of such equipment.

#### **ARTICLE XXVII MISCELLANEOUS**

- A. The Board agrees to establish an inventory of all tools needed to operate efficiently. Subject to Board approval, employees using their own personal tools at work may have them replaced, upon

proof of theft, or repaired, if they are broken and in need of repair. The Board shall order such replacement or repair of tools in a reasonable period of time.

- B. Upon the approval by the Board, all employees will be encouraged and allowed to participate in in-service training programs in order to improve their efficiency on the job. Employees who participate in such a Board sponsored program that improves their efficiency and benefits the School District, will be compensated at the regular hourly rate, or released from regular duty to participate. C.P.R. (cardio-pulmonary resuscitation) and Defibrillator training will be provided for all employees.

An employee may not use a vacation day in order to receive compensation for a professional development day.

A Joint Professional Development Committee may be convened to establish the content and the design for such a day. Minimally the committee shall be made up of the president or designee from each MEA unit, the Executive Director of SCC, the Supervisor of Instructional Technology and Professional Development and three (3) representatives designated by the school district.

The Joint Committee shall also be responsible for reviewing plans for building/work-site professional development days.

- C. The safety and sanitary conditions of work and the condition of all equipment shall comply with applicable State and Federal laws. A joint standing safety committee will review methods for cooperative establishment and enforcement of safety rules.
- D. Employees' personal lives are not within the appropriate concern of the Board as long as they do not adversely affect the performance of their duties.
- E. The Board agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement, except through the Association or through specific mechanisms agreed to hereunder.
- F. Any employee using his/her personal car for school business at the direction of the building principal or unit supervisor will be paid at the then current per mile rate allowed by the Internal Revenue Service of the United States Department of Treasury. Proper forms must be submitted for Board approval of mileage expense.
- G. Classes and in-services held within the district or otherwise approved by the district for the purposes of this provision and held after the regular workday will be compensated at the rate of time and one-half (1-1/2) for all hours over forty for that work week. This provision shall not apply for approved conference attendance or to Bussey enrichment employees.
- H. An employee to whom the Board provides a uniform and/or provides a uniform allowance shall be required to wear the uniform while on duty. The Association shall appoint employees to assist in the selection of uniforms, which shall be determined by mutual agreement. New employees shall be furnished uniforms within a reasonable period of time.
- I. Using the job descriptions contained in the 2008-11 master agreement as a base, it is agreed that any changes that effect employees as of June 2012, will be negotiated. Changes made by the Board not effecting employees as of June 2012, will require the Board to inform the Association.
- J. Immediate Supervisors

1. Employees shall have one immediate supervisor.
2. The person designated as the immediate supervisor shall be the building principal if assigned to a school building, or shall be the Department Supervisor if assigned to some other location.
3. The immediate supervisor as defined in 2 above may designate another administrator as the immediate supervisor. In such instances, the employee shall be notified, in writing, no later than the first day of school, of who the principal or Department supervisor has named as the designated immediate supervisor for the school year.
4. Employees who have been notified of their immediate supervisors per numbers 1-3 above shall assume that such supervisors have not changed from year to year unless so notified by the Administration.

**ARTICLE XXVIII  
INSURANCE**

A. The Board's monthly premium obligation shall be no more than \$1,100 per month of the PAK A premium for plan participants.

1. Plan A: For employees electing MESSA Health Insurance:

**Health:** Choices II

The co-pay on prescription drugs shall be according to the "Saver Rx" plan and there shall be a \$500 individual/\$1,000 family deductible for in-network and \$1,000 for individual and \$2,000 per family per calendar year for out-of-network. There will be a \$20 office visit co-pay.

At the option of the District, it may use individual rates or the PAK rate, whichever is less.

**Long Term Disability:**

70%  
 \$5,000 Maximum per Month  
 Modified fill or 180 Calendar Days whichever is greater  
 Freeze on offsets  
 Alcohol/Drug – Same as any other illness  
 Mental/Nervous – 2 years  
 COLA Provision

Effective July 1, 2010, those members on Long Term Disability (LTD) as of July 1, 2010, and receiving Health, Dental, and Vision coverage paid by the Board will be terminated sixty (60) days following receipt of COBRA notification. Certified return mail to last known address is sufficient to determine receipt.

**Delta Dental:** 100: 90/90/90: \$1,500 or if spouse has coverage by another carrier 50/50/50: \$1,000 (with sealant)

**Negotiated Life:** \$45,000 Accidental Death & Dismemberment at Double Indemnity

**Vision:** VSP-3 Plus

2. Plan B: For employees not electing MESSA Health Insurance.

**Long Term Disability:**

70%  
 \$5,000 Maximum per Month  
 Modified fill or 180 Calendar Days whichever is greater  
 Freeze on offsets  
 Alcohol/Drug - Same as any other illness  
 Mental/Nervous - 2 years  
 COLA Provision

Effective July 1, 2010, those members on Long Term Disability (LTD) as of July 1, 2010, and receiving Health, Dental, and Vision coverage paid by the Board will be terminated sixty (60) days following receipt of COBRA notification. Certified return mail to last known address is sufficient to determine receipt.

**Delta Dental:** 100: 90/90/90: \$1,500 or if spouse has coverage by another carrier 50/50/50: \$1,000 (with sealant)

**Negotiated Life:** \$45,000 Accidental Death & Dismemberment at Double Indemnity

**Vision:** VSP-3 Plus

3. Health and Dental (if eligible):

- i. Four (4) hours per day - minimum of sixteen (16) hours per week. Fifty percent (50%) premium payment by Board.
- ii. More than four (4) hours per day but less than five and one-half (5-1/2) per day - sixty-six and two-thirds (66 2/3) premium payment by the Board.
- iii. At least five and one-half (5 1/2) hours per day to eight (8) hours per day, one hundred percent (100%) premium paid by the Board.
- iv. Vision and L.T.D. – Bussey Employees are excluded from this benefit.

B. Effective June 30, 2013, the parties agree to a 80% employer / 20% employee premium sharing, for health, dental, vision, life and LTD plans. This agreement does not alter the Board's right to negotiate successor insurance coverage upon contract expiration, July 1, 2013.

- C. The Board shall pay insurance premiums throughout the year (12 months) for all less than twelve (12) month employees who fulfill their work year with the School District.
- D. The terms of any contract or policy issued by an insurance company hereunder, shall be controlling as to all members concerning benefits, eligibility, termination of coverage, and other related matters.
- E. The Board, by payment of the premium payments required to provide the coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described. The failure of an insurance company to provide any of the benefits for which it had contracted, for any reason, shall not result in any liability to the Board or the Association, nor shall such failure be considered a breach by either of them of any obligation.
- F. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedures.
- G. Employees on leave of absence for health reasons may continue under group coverage for one (1) year at their own expense. During such time the employee shall be responsible for submitting premium payments directly to the Board. At the end of one (1) year, the employee will be dropped from the Board's group coverage. Employees on Worker's Compensation due to injury on the job shall be provided fringe benefits, at the Board's expense, as if they were continuing to work.
- H. In the event of strikes and stoppages by the Association, during the term of this Agreement, all benefits under this Article shall be immediately terminated and discontinued.
- I. Employees who are eligible for District coverage and who are covered under another employer-paid health insurance program may select optional MESSA benefits as delineated in Article XXX, Payroll Deductions, (exclusive of Accident Insurance Program and Short Term Disability with board dollars), or receive a cash payment as follows:
  - 1. Employees working four (4) hours per day, minimum of sixteen (16) hours per week - \$90/month-12 months.
  - 2. Employees who work more than four (4) hours per day but less than five and one half (5 1/2) hours per day/\$100/mo.-12 months.
  - 3. At least five and one half (5 1/2) up to eight (8) hours per day - \$125/month-12 months.

Twenty five dollars (\$25.00) of the above indicated amounts per month shall be applied to M.E.S.S.A options. This benefit shall be available to employees whose spouse is also employed by the Board. This amount may be added to the cash payment

Effective December 31, 2012, the cash payment option is eliminated.
- J. Appropriate government documents and enrollments needed to comply with Section 125 of the IRS Code shall be done through the MESSA Option All Program.

**ARTICLE XXIX  
SKILLED TRADES**

- A. Those assigned to skilled trade positions may be assigned out of their trades but will continue to be paid their regular rate.
- B. Schooling to improve or change classification must be pre-approved as an accredited course by both the administration and the Association. Upon the completion of each course with passing grades the Board shall reimburse the employee for the cost of the course.
- C. Double time (2) will be paid for all work performed over twenty (20) feet from the ground on any structure other than a permanent building, and similar pay for any work performed more than five (5) feet below ground.
- D. If required, each skilled trade employee will be provided with six (6) uniforms per week to be maintained by the Board.
- E. When an emergency occurs and overtime is to be used to bring the School District back to normal working operation, a dinner hour and breaks will be allowed as during normal eight (8) hours of work time. Up to a maximum of Twenty Dollars (\$20.00) will be paid by the Board to offset the cost of dinner. A receipt for this meal expenditure must be submitted and actual costs will be reimbursed.
- F. The employee will be reimbursed by the Board for all costs of attaining/retaining required licenses and certification.
- G. Skilled trade employees who voluntarily relinquish to the Board their State issued license an annual basis shall receive additional compensation of three thousand dollars (\$3,000) for that contract year.

**ARTICLE XXX  
PARAPROFESSIONALS/TEACHER ASSISTANTS**

**TEACHER ASSISTANTS**

- A. Assistants and Paraprofessionals are to be considered to be within the same department.
- B. If a teacher assistant/paraprofessional is asked to report to work on a day when students are dismissed early, they shall be paid a minimum of one-half (1/2) of their regular workday.
- C. In-service for members of this department are highly desirable. The Board shall undertake to institute such in-service sessions and members shall receive their regular compensation for attending such activities.
- D. Teacher assistants/paraprofessionals shall be reimbursed for classes that are job-related and have prior approval of their supervisors.
- E. The work year for teacher assistants and paraprofessionals shall at least include all student days, records and preparation days of teachers, and any school day which is reduced for the purpose of



in-service or parent-teacher conferences. Child Development Center teacher assistants and paraprofessionals shall work on days of student screening.

- F. If the beginning and ending of the identified work year for assistants/paraprofessionals is other than the regularly established school year, the dates for such work year shall be made known to the affected assistants/paraprofessionals at least thirty (30) calendar days prior to the date of such work year.
- G. Once the work year is defined as in item #5 it shall not be changed for that given year unless an emergency occurs. If such an emergency occurs that requires a change, the Association and assistants/paraprofessionals shall be notified and consulted at least five (5) workdays in advance.
- H. To be classified as a paraprofessional an employee must either:
  - 1. Have a minimum of thirty (30) semester hours or forty-five (45) credit hours in allied or related classes.
  - 2. Five (5) years of service with the Southfield Public Schools in the area of responsibility and a minimum of five (5) related classes (15) credit hours or (10) semester hours.
- I. The normal workday for paraprofessionals and teacher assistants shall be seven (7) hours per day, except for the E.S.L. and preprimary programs. Half time paraprofessionals and teacher assistants shall work fifty percent (50%) of the normal workday for full time employees in the same type position.
- J. When evening conferences or building orientations are scheduled, the Administration shall determine if teacher assistants and paraprofessionals will work, and, together with the teacher, shall determine the nature of their assignments. Customary job duties as delineated in the employees' job descriptions may be modified as determined by the teacher and Administration.
- K. A uniform allowance of \$75.00 per year will be provided by the district to paraprofessional/teacher assistants when they are required.
- L. Hours and Utilization of Assistants/Paraprofessionals:
  - 1. The basic function is to provide instructional assistance under the direct supervision of the teacher such as individual and small group instruction.
  - 2. Time shall be provided for the assistant/paraprofessional to perform functions to assist the teacher (i.e. dittos, correcting papers, etc.).
  - 3. Time shall be allocated for joint communication, planning, preparation and exchange of ideas between the teacher and assistant/paraprofessional. Periodically a greater block of time should be provided for more intensive planning.
  - 4. Teacher assistants/paraprofessionals shall work the same calendar and essentially the same schedule as the teacher to whom they are assigned.
  - 5. Teacher assistants/paraprofessionals will not be assigned lunchroom or playground duties, but may be assigned instructional duties outside their assigned teachers'

classrooms, where students to whom they customarily provide instructional support are in need of assistance. Further, where teachers are teaming together or working as an instructional support team during a non-instructional time and one or more of the teachers has a teacher assistant/paraprofessional, the team (including the assistant/paraprofessional/s) may decide, and the aides' supervising teacher may direct, the aide/aides to work with or observe any of the children assigned to the team. The scheduling of the aide/aides in this case is situational and instructionally driven and is not to be part of a pre-determined long term assignment.

- M. At the end of the school year class size overage teacher assistant/paraprofessionals shall be retained in their current position and not displaced until the next upcoming school year following the September Count Day.
- N. At the start of a school year class size overage teacher assistants/paraprofessionals shall be placed based on actual attendance following the Fourth Wednesday of September.
  - 1. Teacher assistants/paraprofessionals may also be assigned to such general building functions as early entry of the students to the building, student supervision at assemblies, assisting students during passing time, assisting as assigned during extra teacher preparation or conference hours, and assuming non instructional duty assignments just as all other teaching staff. Furthermore, teacher assistants/paraprofessionals' starting and ending schedules need not be the same as the teachers to whom they are assigned.
  - 2. In a shared situation, priority shall be given to assign the assistant/paraprofessional to those situations where classroom instruction rather than support services are offered.
  - 3. Once these basic guidelines are met, it is appropriate to assign teacher assistants/paraprofessionals to other responsibilities provided they do not replace someone else or perform responsibilities normally assigned to other bargaining units or other departments within this bargaining unit.

**ARTICLE XXXI  
SITE TECHNICIANS**

- A. The assignment of locations for the deployment of Site Tech Services shall be rotated on an annual basis.
- B. Training for installation and servicing of approved district software packages will be provided.

**ARTICLE XXXII  
LONGEVITY**

- A. There shall be paid to any employee working five (5) or more hours per day, who has ten (10) or more years of service to the school district the following amounts:
  - 1. Upon completion of ten (10) years service and each year following through nineteen years of service, the following amounts shall be paid:
    - i. Less than twelve (12) month employee 528.00
    - ii. Twelve (12) month employee 577.00

- B. Upon completion of twenty (20) years of service and each year thereafter, the following amounts shall be paid:
- i. Less than twelve (12) month employee 601.00
  - ii. Twelve (12) month employee 656.00
- C. These payments shall be made the first pay period in December and shall be non-accumulative. Longevity may be prorated. Such payments shall be made in a separate check.
- D. This Article shall not apply to Bussey enrichment employees.

**ARTICLE XXXIII  
COMPENSATION**

- A. Appropriate wage steps for employees will be based on their anniversary date. This applies only to increment increases.

<b><u>Paraprofessionals</u></b> Includes Bussey Enrichment Paraprofessionals	<b><u>2009-2010</u></b> 20.62	<b><u>2010-2011</u></b> 20.00
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<b><u>Teacher Assistants (TA)</u></b> Includes Bussey Enrichment TAs	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
Steps:		
1	13.81	13.40
2	14.57	14.13
3	15.39	14.93
4	16.16	15.68
5	16.98	16.47

<b><u>Site Technicians</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>	<b><u>2009-2010</u></b>
Steps:			
1	20.11	19.51	
2	20.88	20.25	
3	21.65	21.00	
4	22.49	21.82	
5	23.31	22.61	
6	24.17	23.44	
7	25.12	24.37	
8	26.11	25.33	

**District Media Technicians**

26.32

<b><u>Skilled Trades</u></b> Electrician	<b><u>2009-2010</u></b> 32.73	<b><u>2010-2011</u></b> 31.75
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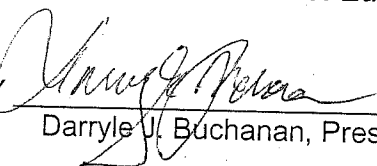
Mechanical	32.73	31.75
Plumber	30.93	30.00
Carpenter	29.11	28.24
Mason	29.11	28.24
<b><u>Painter</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
	29.63	28.74
<b><u>Hall Monitors</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
	17.66	17.13
<b><u>Bussey Enrichment</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>

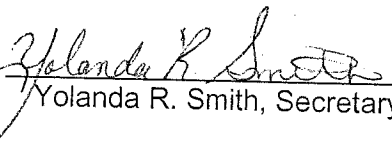
**ARTICLE XXXIV  
CONCLUSION AND DURATION**

- A. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. The duration of this agreement is July 1, 2011 until June 30, 2013.
- C. The parties agree to reopen for economic matters during the duration of the agreement.

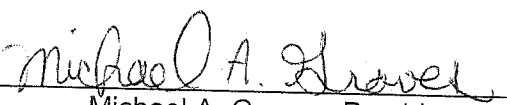
IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives the day and year first above written.

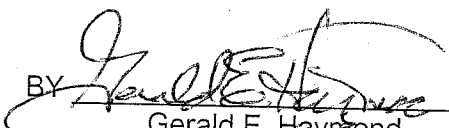
**For The Board of Education of Southfield Public Schools,**

BY   
Darryle J. Buchanan, President

BY   
Yolanda R. Smith, Secretary

**For The Southfield Michigan Educational Support Personnel Association**

BY   
Michael A. Graves, President

BY   
Gerald E. Haymond  
Executive Director