

MASTER AGREEMENT

BETWEEN THE

WAKEFIELD-MARENISCO
EDUCATION SUPPORT
PERSONNEL ASSOCIATION

AND THE

WAKEFIELD-MARENISCO
SCHOOL DISTRICT
BOARD OF EDUCATION

2010-2013

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – RECOGNITION.....	2
ARTICLE 2 – EMPLOYEE STATUS	3
ARTICLE 3 – TEMPORARY EMPLOYEES.....	4
ARTICLE 4 – BOARD RIGHTS & RESPONSIBILITIES.....	5
ARTICLE 5 – ASSOCIATION RIGHTS.....	6
ARTICLE 6 – ASSOCIATION SECURITY & PAYROLL DEDUCTION.....	7
ARTICLE 7 – GRIEVANCE PROCEDURE	9
ARTICLE 8 – WORKING HOURS, LOADS & ASSIGNMENTS	12
ARTICLE 9 – VACANCIES & TRANSFERS.....	15
ARTICLE 10 – SENIORITY.....	16
ARTICLE 11 – STAFF REDUCTION	17
ARTICLE 12 – EMPLOYEE DISCIPLINE.....	19
ARTICLE 13 – PERSONNEL FILES	20
ARTICLE 14 – LEAVES OF ABSENCE	21
ARTICLE 15 – VACATION.....	25
ARTICLE 16 – HOLIDAY PROVISIONS	27
ARTICLE 17 – BARGAINING UNIT MEMBER SELF-IMPROVEMENT.....	28
ARTICLE 18 – WORK LOAD & MEETING	29
ARTICLE 19 – ANNEXATION & CONSOLIDATION.....	30
ARTICLE 20 – MISCELLANEOUS PROVISIONS.....	31
ARTICLE 21 – INSURANCES.....	32
ARTICLE 22 – WAGES	33
ARTICLE 23 – DURATION OF AGREEMENT	34
APPENDIX A – WAGES.....	35
APPENDIX B – SENIORITY LIST.....	37
LETTER OF AGREEMENT.....	38

PREAMBLE

This Agreement is entered into on the ____ day of _____, 2010, by and between the Board of Education of the Wakefield-Marenisco School District, hereinafter called the **Board**, and the Wakefield-Marenisco Education Support Personnel Association, hereinafter called the **Association**, affiliated with the WUPEA/MEA-NEA. The signatories shall be the sole parties to this Agreement.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Public Acts of 1965, as amended, to bargain with the Association as the representative of its bargaining unit members with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE 1
RECOGNITION

1.1 The Board hereby recognizes the Association as the sole and exclusive bargaining representative of its employees listed as follows:

All regularly scheduled full-time and part-time custodial/maintenance, food service, secretaries, aides, and transportation personnel, excluding the school nurse, school bookkeeper, administrative assistant, school administration, and supervisory personnel.

ARTICLE 2
EMPLOYEE STATUS

- 2.1 A permanent full-time employee is an employee who works thirty-five (35) hours or more per week for a twelve (12) month period.
- 2.2 A seasonal full-time employee is an employee who works thirty (30) hours or more per week during the school year or less than twelve (12) months.
- 2.3 A part-time employee is an employee who works less than thirty (30) hours per week.

ARTICLE 3
TEMPORARY EMPLOYEES

- 3.1 The Employer may, from time to time, utilize the services of other temporary employees to supplement the work of bargaining unit members. These temporary employees are not within the recognition granted the Union and are not covered by the terms of this Agreement. The performance of work for the Employer by such individuals shall be permitted and not constitute a violation of this Agreement even if they are performing work that is normally performed by members of this bargaining unit; provided, however, that such individuals shall not be hired or utilized so as to cause a current employee covered by this Agreement to be laid off or lose time from their regularly scheduled hours. Part-time qualified bargaining unit members shall be offered available work that can be performed on a non-overtime basis prior to utilizing temporary employees.

ARTICLE 4

BOARD RIGHTS AND RESPONSIBILITIES

- 4.1 The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, but not in conflict with the conditions of this Agreement, the right to:
- a. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
 - b. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 - c. Direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.
 - d. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 - e. Adopt reasonable rules and regulations.
 - f. Determine the qualifications of employees.
 - g. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 - h. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 - i. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 - j. Determine the size of the management organization, its functions, authority, and amount of supervision.
- 4.2 **Limits on Board Rights:** The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

ARTICLE 5
ASSOCIATION RIGHTS

- 5.1. The Association shall have the right to use the school facilities and equipment for non-personal use at reasonable times when such facilities and equipment are not otherwise in use. The Association shall pay the cost of all materials and supplies or other costs incidental to such use.
- 5.2. The Board agrees to furnish to the Association, in response to written requests, information concerning the financial resources of the District, together with information relevant to collective bargaining as well as information necessary for the Association to process any grievance or complaint. The Association shall pay reasonable cost for duplicating and reproducing requested material(s).
- 5.3. The rights granted herein to the Association shall not be granted or extended to any other competing labor organization.
- 5.4. The Association shall have the right to post notices of activities and matters of Association concern in designated areas in each building.
- 5.5. Duly authorized representatives and their respective affiliates shall be permitted to transact official Association business on school property outside of the school day at reasonable times, provided that this shall not interfere with or interrupt normal school operations and provided notice is given to the administration.
- 5.6. The Association may use the internal document delivery service of the Employer, without U.S. Postage, and employee mail boxes for communication to bargaining unit members.

ARTICLE 6

ASSOCIATION SECURITY AND PAYROLL DEDUCTIONS

- 6.1 In accordance with the terms of this article, each bargaining unit member within thirty (30) days of employment shall join the Association or pay an Association representation service fee.
- 6.2 Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- 6.3 Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures.
- 6.4 If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit the same to the Association.
- 6.5 The Board shall deduct from the pay of each bargaining unit member from whom it receives authorization to do so, or pursuant to section D of this article, the required amount for the payment of dues or service fees. The dues or service fee shall be deducted from the first regular pay check each month beginning in September for a period of ten (10) months. Such dues or fees accompanied by a list of bargaining unit members from who they have been deducted from each, shall be forwarded to the Association no later than thirty (30) days after the deductions were made.
- 6.6 A bargaining unit member who shall tender or authorize the deduction of membership dues or service fees required as a condition of acquiring or obtaining membership in the Association shall be deemed to meet the conditions of this Article so long as the bargaining unit member is not more than sixty (60) days in arrears of payment of such dues or service fees.
- 6.7 The Association shall notify the Board thirty (30) days prior to any change in its dues.
- 6.8 The employer shall provide, without cost to the bargaining unit member, services necessary, including payroll deduction, to enable the bargaining unit member to participate in mutually agreed upon programs.
- 6.9 The Association agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability including, but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the

Board be obligated to pay out any moneys for any reasons associated with the provisions of this article. In the event of any legal action against the Board 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 Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and
- b. The Board 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.

ARTICLE 7
GRIEVANCE PROCEDURE

- 7.1 A grievance is defined as a claim by an employee, group of employees or the Association that there has been a violation or misinterpretation or misapplication of the express terms of this agreement or any rule, regulation, policy, or order of the Board, pertaining to the employee's employment rights.
- 7.2 Written grievances as required herein shall contain the following:
- a. It shall be signed by the grievant.
 - b. It shall be specific and factual.
 - c. It shall contain a brief summary of the pertinent facts upon which the grievance is alleged.
 - d. It shall cite the section or subsection of this agreement alleged to have been violated.
- 7.3 The term "days" as used herein shall mean scheduled workdays. A workday shall be defined as a day in which school is in session, excepting the summer break when workdays will include any day when the central administrative offices of the school are open. Time limits may be extended only upon mutual written agreement of the parties. Any grievance not answered within the time limits by the Board or its representatives shall automatically be advanced to the next level. Any grievance not pursued or appealed by the Association or bargaining unit members within the time limits hereinafter specified shall be deemed settled on the basis of the Board's last response.
- 7.4 **Level One:** A bargaining unit member desiring to process a grievance, as defined above, shall within twenty (20) days of its alleged occurrence orally discuss the grievance with the principal in an attempt to resolve the same. The principal shall be advised in the oral discussion that the events being discussed are being presented as the basis for the grievance and the terms upon which the grievance is based. If no resolution is obtained within five (5) days of the oral discussion, and if the employee, employees or the Association, desires to pursue the matter further, he/she/they shall reduce the grievance to writing and proceed within five (5) days of the said discussion to Level Two.
- 7.5 **Level Two:** A written grievance shall be filed with the Superintendent or his/her designee by the grievant. The Superintendent or designee shall, within ten (10) days of the filing of the grievance, arrange a meeting to discuss the grievance. The grievant may, if he/she chooses, be accompanied to said meeting by a representative from the Association. The Superintendent or designee shall have ten (10) days following this discussion within which to render a written decision on the grievance, transmitting a copy of same to the grievant and the Association.

7.6 **Level Three:** If the decision rendered by the Superintendent or designee is unsatisfactory to the grievant and the Association, the Association may appeal the grievance to the Board of Education by filing a notice of appeal along with the decision of the Superintendent or his/her designee to the Board of Education Secretary within five (5) days after receipt of the Superintendent's written disposition.

Upon receipt of the written grievance, the Board of Education shall schedule a hearing on the grievance to occur at or before the Board's next regularly scheduled meeting, scheduled for at least ten (10) days after receipt of the grievance. The Board shall make a written disposition of the grievance no later than fifteen (15) days from the time of the hearing of the grievance. The Board may hold future hearings thereon, may designate one or more of its members to hold future hearings thereon, or otherwise investigate the grievance. However, the final determination of the grievance by the Board shall be made not more than fifteen (15) days after the initial Board hearing, except with the express written consent of the Association.

7.7 **Level Four:** Only the Association shall have the right to process or appeal a grievance at Level Four. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter to arbitration to the American Arbitration Association by notifying the district of its intent to pursue the matter to arbitration. A demand for arbitration requesting the appointment of an arbitrator to hear the grievance shall also be filed. A copy of the demand for arbitration will be served on the Board of Education.

7.8 The powers of the arbitrator shall be limited to determining whether the express terms of the Agreement or rule, order, policy or regulation of the Board has been violated, misinterpreted or misapplied. The powers of the arbitrator are subject to the following limitations:

- a. The arbitrator shall have no power to add to, subtract from, disregard or modify any of the terms of this agreement.
- b. The arbitrator shall have no power to establish salary schedules.
- c. The arbitrator shall have no power to change any practice, policy, rule, regulation or order of the Board. His/her power shall be limited to deciding whether the express articles or sections of this agreement or any practice, policy, rule, regulation or order of the Board have been misinterpreted, misapplied or violated. He/she shall not imply obligations and conditions not set forth in this agreement.
- d. If an issue has another remedial procedure established by law or by government regulation, the Union shall be limited to pursuing said matter in only one forum.

- 7.9 The Board shall not be required to pay back wages more than ninety (90) days prior to the date the written grievance is filed.
- a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned, less any compensation that he/she may have received from any source during a period of back pay.
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case.
- 7.10 The cost of the arbitrator shall be paid by the party who does not prevail. Each party shall assume its own cost for representation. In cases where the arbitrator renders a split decision, the cost of the arbitrator shall be shared equally by the parties.
- 7.11 Unless mutually agreed to by the parties; the preparation, filing, presentation or consideration of grievances shall not be conducted during an employee's regular schedule.
- 7.12 Notwithstanding the expiration of this Agreement, any claim or grievance filed during the term of this contract may be processed through the grievance procedure until resolution. Grievances filed after the expiration of this agreement may, at the Association's option, be processed through the Board level.
- 7.13 Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE 8

WORKING HOURS, LOADS AND ASSIGNMENTS

- 8.1 The normal work day schedule for all employees shall be established by the Employer based on the Employer's determination of the needs and resources of the District. Changes in the regular work schedule will not be made without a prior one (1) week notice except in cases of extreme emergency or extenuating circumstances. Hours may be mutually rearranged by the employer and the employee on an as needed basis. In the event that the hours of a particular position are reduced during the school year, the individual in that position will be considered to have been laid off and may exercise bumping rights in accordance with Article 11, Paragraph 11.2.
- 8.2 The normal work week for employees shall be Monday through Friday. The work hours for employees shall be posted. Employees shall be entitled to a duty free unpaid lunch period mutually agreed to by the parties.
- 8.3 The Employer will endeavor to provide full-time employees a fifteen (15) minute break period during the first half of their work day and a fifteen (15) minute break period during the second half of their work day. Employees working less than a full time schedule will be provided with a fifteen (15) minute break period during any scheduled shift that is four (4) hours or more in length. These break periods shall be scheduled so as not to interfere with the Employer's operations. Breaks may not be taken at the beginning or end of the workday or in conjunction with lunch periods.
- 8.4 All extra driving trips which are not part of the drivers' regularly scheduled runs shall be offered to the drivers (including up to 3 sub drivers) in rotation based on seniority. Selection of trips shall occur not more than 48 hours after requests have been distributed. The rotation shall continue rotating throughout the year, i.e. when a driver takes a trip or declines, his/her name shall be moved to the bottom of the rotation. The Employer may assign bus runs that are scheduled to start after the beginning of and scheduled to conclude prior to the end of the student day without regard to the rotational system. Any such run shall be assigned to bargaining unit members and shall not include any run that is a part of an employee's regular duties.
- 8.5 When non-driving overtime is scheduled, overtime shall be divided among qualified employees as follows: Overtime will be covered by the use of an *Overtime Chart* and will be offered to employees on a rotational basis. The initial list shall be in order of seniority. Said list will start over each July 1. An employee refusing an overtime request shall be moved to the bottom of the list.
- 8.6 On work days in which school is not in session and where applicable, shifts may be changed to straight time (days) providing it is approved by the administrator in charge.

For purposes of this section, straight time shall mean taking a paid ten (10) minute morning relief period and a twenty (20) minute paid lunch with no afternoon relief period. The work day schedule for all employees on work days in which school is not in session shall be established by the Employer based on the Employer's determination of the needs and resources of the District.

- 8.7 Overtime worked in excess of forty (40) hours in any one week (Sunday through Saturday) shall be compensated at one and one-half (1½) times the employee's hourly rate. If compensatory time is requested and granted in lieu of overtime, the employee will be compensated at one and one-half (1½) hours for each hour worked.
- 8.8 Employees shall be compensated at double their hourly rate for all hours worked on Sundays. Employees required to work on holidays will be compensated at one and one-half (1½) times the employee's regular pay for all hours worked plus holiday pay.
- 8.9 The minimum call out for overtime shall be two (2) hours. The employees shall be expected to work the hours.
- 8.10 A split shift shall be construed as a work day in which the employee has more than a one and one-half (1½) hour non-paid period (including lunch) between scheduled work periods.
- 8.11 Except for full-time, full-year employees, for the first three (3) days, if school is canceled or dismissed due to weather conditions or other unforeseen and uncontrollable circumstances, employees shall not be required to report for work or shall be allowed to leave after early dismissal, with no loss of pay. Thereafter, employees may be called into work. Employees will make a reasonable effort to report to work, but if an employee is unable to report due to adverse conditions, he/she shall suffer no penalty. Also, there shall continue to be no loss of pay for employees who are not called in or who work less than their full daily schedule. Full-time, full-year employees may be called into work or released from work early at the discretion of the superintendent. In either case, they will be paid for the full day.
- 8.12 In the event an employee's duties or hours are significantly changed as a result of the employer exercising rights in accordance with Section 8.1, it shall be considered a new position and all positions within the affected classification shall be subject to the vacancies and transfers procedure.
- 8.13 Temporary assignments for the purpose of filling in for employees who are on vacation, absent because of illness, etc., for a minimum of thirty-five (35) consecutive work days, will be granted to the most senior qualified employee. Such employee shall receive the rate of pay for the higher classification for all hours worked while filling such assignment. However, in no event will an employee be expected to perform his/her own work and that of an absent employee.

- 8.14 The Employer maintains job descriptions for all positions covered by this Agreement, copies of which are provided to the Union and the employees in that particular position. These job descriptions contain a summary of duties to be performed and the qualifications for the position. If the Employer establishes a new position covered by this Agreement or modifies an existing position, the Union shall be provided with a copy of the new or revised job description and the proposed wage rate prior to the implementation of the classification. If the Union believes the proposed wage rate is inappropriate, the Union may within thirty (30) calendar days after notification of the proposed wage rate or after the institution of the changed duties, request bargaining over the new or modified position.
- 8.15 Extra work hours for employees who are not permanent full-time will be offered to qualified employees based on seniority until an employee reaches a maximum of forty (40) hours in any given week. These extra work hours shall be offered to qualified employees only when these substitute hours do not conflict with the employee's regularly scheduled hours and overtime is not required. Such opportunities for subbing shall be offered in rotation to the most senior, qualified employee who is available. Substitute hours can be shared by more than one available employee, as long as the offering to share hours follows the order of the substitute rotation list.
- 8.16 When a student to whom an aide is assigned is absent, the aide will work and be paid for a two (2) hour period of time. It is understood that at the end of the two (2) hours, unless otherwise directed, the aide will be expected to go home and will not be further compensated.

ARTICLE 9
VACANCIES AND TRANSFERS

- 9.1 A vacancy shall be defined, for the purposes of this Agreement, as a position previously held by a bargaining unit member, a newly created position within the scope of the bargaining unit, or changing a part-time position to a full-time position within the bargaining unit, that the Employer wishes to fill, but does not include temporary vacancies anticipated to last less than thirty-five (35) consecutive work days. No vacancy shall be filled until it has been posted on the principal's office door for at least seven (7) calendar days.
- 9.2 Whenever a vacancy occurs, a copy of the posting will be sent to the Association representative and to all employees not working. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting.
- 9.3 All postings shall contain, but not be limited to, the following information:
- | | |
|---------------------|-------------------|
| 1. The type of work | 5. Qualifications |
| 2. Location | 6. Classification |
| 3. Rate of Pay | 7. Starting Date |
| 4. Hours of Work | |
- 9.4 The vacancy shall be granted to the most senior qualified applicant within the department where the vacancy exists. In the event that there are no qualified applicants from within the department where the vacancy exists, it shall be filled by the most senior qualified applicant from a different department. A less senior candidate may be selected if he/she has superior training and skills. Qualified shall be defined as specified on the job descriptions for each position.
- 9.5 The employee shall have a ten (10) workday trial period, during which time the employee shall have the opportunity to revert back to his/her former position. In the opinion of the district, if the employee has not demonstrated the ability to perform the work, he/she may be transferred back to his/her former position and the reasons for transfer will be set forth in writing.
- 9.6 During the trial period, employees shall be paid the rate of the job they are performing.
- 9.7 Employees required to work in a higher classification shall be paid the rate of the higher classification.
- 9.8 An involuntary transfer is the reassignment of an employee from one shift to another with similar employment conditions. Involuntary transfers shall be only for reasonable and just cause. Prior to any involuntary transfer, the employer shall seek volunteers. In the event such a transfer is required, the least senior, qualified employee shall be affected.

ARTICLE 10

SENIORITY

- 10.1 For purposes of this agreement, seniority shall be defined as the length of service to the Wakefield-Marenisco Consolidated School District, including service to the former Marenisco School District and the former Wakefield School District. In addition to the service credit defined above, bargaining unit members who served in a branch of the United States armed forces shall be granted one (1) year seniority credit for each full year of active military service up to a maximum of two (2) years.
- 10.2 Seniority shall not be broken by layoff or leave, but during layoff or leave, seniority shall not accrue. In the circumstances of more than one individual beginning employment on the same date, prior substitute service in the bargaining unit, if any, with the School District shall be counted. If the bargaining unit members' days of service are still the same, such a tie shall be broken by a drawing of all members starting on the same work day.
- 10.3 Association members whose work assignments are less than the normal contractual year shall receive prorated seniority based on the actual number of hours paid divided by 1080, not to exceed one (1) year.
- 10.4 An Association member will lose his/her seniority rights if he/she
1. retires.
 2. resigns.
 3. is discharged for cause.
 4. fails to report for work within ten (10) days following receipt of written recall to employment while on layoff.
 5. is absent from work for three (3) consecutive days without notifying the Employer.
 6. voluntarily transfers to a non-bargaining unit position.
 7. is on layoff or leave for more than five (5) years. Employees hired after July 1, 1991, shall be subject to recall for two (2) years.

In unusual circumstances, where the Employer deems proper, exceptions to the above may be made.

- 10.5 The Employer shall keep an up-to-date seniority list and shall provide to the Association such copies of said list once per year in September and said copy shall be attached to this agreement as Appendix B.

ARTICLE 11
STAFF REDUCTION

- 11.1 When a reduction within the District is needed, the affected employee(s) and the Association will be notified as to which position(s) will be eliminated or reduced at least fourteen (14) calendar days prior to the reduction.
- 11.2 When a reduction within the District is needed, the Board will determine which position(s) will be eliminated or reduced. An employee whose position will be eliminated or reduced shall have the right to displace an employee in his/her present job classification or another job classification in accordance with the following:
- a. The laid off or reduced employee has greater seniority than the employee to be displaced.
 - b. The laid off or reduced employee had an equal or greater number of hours in his/her regular schedule than the employee to be displaced.
 - c. The laid off or reduced employee presently has the necessary qualifications to perform the work.
 - d. The laid off or reduced employee elects to exercise his/her displacement rights within five (5) working days of notification of his/her layoff or reduction.

An employee displaced under this section is also entitled to displacement rights under this section.

- 11.3 When filling vacancies which occur after a reduction in staff, laid off bargaining unit members who have been released less than two (2) years, shall be recalled in the order of seniority, with the most senior member being recalled first to any position for which he/she is qualified. Effective July 1, 1991, newly hired bargaining unit members shall be subject to recall for two (2) years. If the employee fails to report to work within ten (10) working days from the receipt of the recall notice via certified or registered mail, that person shall be considered a voluntary terminated employee. However, if an employee is recalled to a position of lesser hours, he/she shall have the option to refuse the position and shall not be removed from the recall list as a result of this action.
- 11.4 An employee may elect to accept layoff rather than exercise his/her bumping rights.
- 11.5 For the purposes of this agreement, qualified shall be defined as capable of skillfully and efficiently performing the job duties as summarized in the job description in a competent manner with minimal instruction. The District reserves the right to test employees as needed.
- Qualified includes the following:
- a. Any licenses, certification and training necessary to perform the job, and
 - b. demonstrated skills and merits.

The most senior qualified employee shall be selected, excepting that a less senior candidate may be selected if he/she has greatly superior training and skills. The burden of proof of greatly superior training and skills shall be on the Board.

ARTICLE 12
EMPLOYEE DISCIPLINE

- 12.1 Discharge, demotion, suspension, reprimand, or any other disciplinary action applied to an Association member shall be made only for reasonable and just cause and in accordance with the policies and provisions of this Agreement. Transfer to a similar position and pay shall not constitute demotion.
- 12.2 New employees shall be considered to be in a probationary period during their first ninety (90) days of work. Upon completion of the probationary period the Board shall notify the employee and the Association. A probationary employee shall not be granted the use of the grievance procedure if he/she is discharged, demoted or suspended.
- 12.3 An employee may have an Association representative present during any investigatory interview that can reasonably be contemplated to lead to disciplinary action against that employee. When an employee makes a request for the assistance of an Association representative during such an investigatory interview, the investigatory interview shall be postponed for a reasonable time to allow the employee to secure the assistance of an Association representative. An Association member shall be notified in advance of a meeting where a disciplinary action is contemplated and shall be entitled to have an Association representative present.
- 12.4 Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be progressive in nature and subject to the Grievance Procedure. A copy of the written disciplinary action will be given to the employee. The Board may initiate discipline at any step based on the seriousness of the alleged misconduct.

ARTICLE 13
PERSONNEL FILES

- 13.1 The Employer shall maintain a personnel file for each employee in the District office. A copy of all official correspondence from the Employer to an employee shall be placed in the personnel file. All complaints against the employee placed in the personnel file shall identify the person bringing the complaint. Employees will be required to sign any material of a disciplinary nature or involving complaints against the employee that are to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary material or complaints shall not be interpreted as agreement with the disciplinary action or the complaint. A statement to this effect shall precede the employee's signature.
- 13.2 Employees shall have the right to review the contents of their personnel file upon request. This review will take place within a reasonable time after the request, and will be conducted in the presence of an administrator or designated representative. A representative of the Association may, at the employee's request, accompany the employee in such review. In the event there is disagreement over the content of any material in an employee's personnel file, the employee may submit a written statement to be attached to the material in dispute to explain his position concerning material in dispute. In addition, an employee who believes that material placed in his file is inappropriate or in error may seek to have the material changed and/or removed from the personnel file through the grievance procedure, but such disputes are not subject to arbitration.

ARTICLE 14
LEAVES OF ABSENCE

- 14.1 Paid Sick Leave: Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications: Paid sick leave will be earned by full-time employees at the rate of one (1) day per month of employment per year. Part-time employees shall receive a prorated sick leave accrual based upon the ratio of their regularly scheduled hours to that of a full-time employee. New employees hired during a school year will receive prorated sick leave based upon the ratio of their days of employment to the number of days in a full school year. Paid sick leave will be credited to the use of employees on the first scheduled day of work each school year.
- 14.2 Employees may utilize accrued paid sick leave when they are unable to work due to illness, injury or other disability. Disability associated with pregnancy shall be treated as any other disability. While employees may occasionally need to utilize paid sick leave for routine health examinations or dental appointments, every effort will be made to schedule such examinations or appointments during vacation periods or following the close of the school day. Employees may also use accrued paid leave each school year for the following purposes:
- a. Illness of immediate family. (Interpretation of immediate family includes father, mother, sister, brother, spouse, son, daughter or parent-in-law of employee.) Within the discretion of the superintendent in special cases, other persons may be included with the immediate family.
 - b. Time necessary when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
- 14.3 If the employer has reason to believe that an employee is abusing paid sick leave or the employee is on sick leave for more than three (3) consecutive sick leave days, the employer may require as a condition of the paid sick leave a physician's certificate setting forth the reasons for the sick leave. Falsely setting forth the reasons for the absence may subject the employee to discipline.
- 14.4 Unused paid sick leave days may accumulate to a maximum of two hundred (200) days. Upon death or retirement, employees shall be paid \$35 per day of unused sick leave to a maximum of \$6,650.
- 14.5 Disability Leave: After the exhaustion of paid sick leave, a disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, or other disability. The Employer may require a physician's certificate establishing that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be

without pay or benefits. The disability leave will continue for the period of the employee's disability or the end of the school year, whichever is earlier. At the completion of this initial school year, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure. The Employer may request at reasonable times proof of a continuing disability. In situations where the employee's condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense. Employees are required to provide notice of intent to utilize disability leave at such time as their physician verifies the need for the leave. In the event that the physician selected by the Employer is considered by the Union to be inappropriate for the particular employee, the parties shall meet to select an alternative physician. All employees returning to work from a disability leave of absence must present a satisfactory physician's certificate indicating the employee is medically able to return to work.

14.6 Worker's Compensation Leave: A leave of absence for up to the remainder of the school year will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving payments from the Employer. At the completion of the initial period of the leave, the Employer shall grant an extension of the leave if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave, provided, however that an employee may not be on a worker's compensation leave for a period longer than twenty-four (24) consecutive months. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure. The Employer may require at reasonable times proof of a continuing inability to perform work for the Employer.

Employees who incur a work related injury or disease for which they are receiving worker's compensation benefits may utilize accrued paid sick leave days, charged to the employee's sick leave account on a prorata basis to maintain the difference between the employee's net take home pay based on their regular salary and the worker's compensation benefits received. The receipt of this prorata sick leave does not convert the leave to a paid leave of absence that would entitle the employee to continue to receive paid insurance benefits, but the employer agrees to the health insurance

coverage as specified in this agreement for a period of six (6) consecutive months after the commencement of the worker's compensation leave.

- 14.7 Military Training or Emergency Duty Leave: Employees required to perform active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer.

Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

- 14.8 Funeral Leave: An employee shall be granted up to three (3) consecutive days leave with pay when a death occurs in the employee's immediate family. "Immediate family" shall mean the father, mother, sister, brother, spouse, son, daughter, parent-in-law of the employee, grandparent or spouse of any of the above. An employee shall be granted one (1) day of leave with pay when a death occurs to a relative of the employee outside the employee's immediate family, or if the employee is asked to be a pallbearer. Furthermore, an employee shall be granted one (1) day of leave, deducted from sick leave, to attend the funeral of anyone not previously mentioned in the above paragraph. An employee shall notify his/her immediate supervisor of the actual dates of the leave. An additional two (2) days shall be allowed for travel outside a 250 mile radius, and said days shall be deducted from accumulated sick leave.

- 14.9 Jury Duty Leave: A leave of absence shall be granted to an employee called for jury service. The Board shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee paid by the Court (not including travel allowances) for each day on which the employee reports for or performs jury duty and on which he otherwise would have been scheduled to work, provided that the employee cooperates with the administration in seeking to be excused from such service.

- 14.10 Public Service Leave: An employee may, at the discretion of the Superintendent, be granted two (2) days without loss of pay for services to the public.

- 14.11 Association Leave: A total of three (3) professional leave days shall be approved by the Superintendent upon request of the President of the Wakefield-Marenisco MEA Chapter to be used by officers for the purpose of attending the MEA Representative Assembly or other Association meetings. Officers of MEA released from regular duties for this purpose will receive pay from the school district for those days for which leave is granted, provided the Association assumes the cost of substitutes.
- 14.12 Three (3) days personal leave per year shall be granted for personal business. Notice of intent to use a personal business leave must be submitted at least 24 hours in advance (except in the event of an emergency when a shorter notice is acceptable). Full-time, full-year employees are required to use one of the days during the summer months.
- 14.13 Unpaid Personal Leave of Absence: The Employer may in its discretion grant an employee an unpaid personal leave of absence in instances where no other leave section is applicable. Requests for an unpaid personal leave of absence shall be submitted in writing to the employee's immediate supervisor at least five (5) working days in advance of the date of the requested leave of absence. All requests shall state the reason for the leave and must be signed by the employee. Unpaid personal leaves of absence will not normally be granted for periods in excess of thirty (30) calendar days. Leaves of absence under this section will not normally be granted beyond the end of the school year during which the leave commenced, but the Board in its discretion may grant extensions of a leave for periods of up to twelve (12) months. The commencement date and return date shall be specified in the grant of the leave of absence. All such leaves shall be without salary and benefits.
- 14.14 Return to Work After Leave of Absence: Employees returning from leaves of absence will be reinstated to the same position the employee held when the leave commenced, or in the event that the position has been eliminated to an equivalent position for which the employee is qualified. If no position is available, the employee will be considered to have been laid off.
- 14.15 Child Care Leave: Upon request, an unpaid leave of absence will be granted to an employee for child care purposes after the birth of the employee's child for a period of up to the end of the school year if the leave commences during the first semester. In the event that the leave commences during the second semester, the employee will be granted leave through the next school year. The Board in its discretion may grant an extension of the leave. The commencement date and return date shall be specified in the grant of the leave of absence. All such leaves shall be without salary and benefits.
- 14.16 Annual leave balances shall be printed on the employee's pay stub.

ARTICLE 15

VACATION

- 15.1 Based on an employee's anniversary date, a permanent full-time employee will earn credits toward vacation with pay in accordance with the following schedule:
- After one (1) completed year..... Two (2) weeks
 - After six (6) completed years Three (3) weeks
 - After eleven (11) completed years Four (4) weeks
 - After twenty-five (25) completed years, full-time employees shall earn one (1) additional day of vacation for each year of employment over 25 years to a maximum of 5 additional days.
- 15.2 Bargaining unit members who were employed by the former Wakefield and the former Marenisco School Districts and who are full-time employees with twenty (20) or more years of service shall be grandfathered and shall be eligible for five (5) weeks of vacation and shall additionally earn one (1) day of vacation for each year of employment over twenty (20) years to a maximum of five (5) additional days.
- 15.3 Vacation eligibility will become effective on the Employee's anniversary date each year.
- 15.4 Except in the case of an emergency as determined by the Superintendent, requests for vacation must be made two (2) weeks prior to the vacation date. Vacations will be granted on the basis of *first come-first served*, considering both the wishes of the employee and the operation of the school district.
- 15.5 If a regular payday falls during the employee's vacation, the employee may receive his/her check in advance before going on vacation. The request for the paycheck must be made two (2) weeks in advance, except in emergencies.
- 15.6 Vacations may not be waived and extra pay received for work during that period. Exceptions may be made in special cases, by mutual agreement.
- 15.7 If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event the incapacity continues past the Employee's anniversary date, the Employee will be awarded payment in lieu of vacation. In order to be eligible for this section, an employee must have sufficient sick leave accumulated and at the discretion of the superintendent may be required to verify he/she was ill and is under the care of a duly licensed physician.
- 15.8 When a holiday is observed by the employer during a scheduled vacation, the vacation may be extended one (1) day, continuous with the vacation.

15.9 If an employee is laid off or retired, the employee shall receive any unused vacation credit, including that accrued in the present calendar year, prorated from the employee's anniversary date.

ARTICLE 16
HOLIDAY PROVISIONS

16.1 The paid holidays are designated as:

1. Fourth of July (full-time only)
2. Labor Day
3. Thanksgiving Day
4. Friday following Thanksgiving
5. The Day preceding Christmas
6. Christmas Day
7. The day preceding New Year's Day
8. New Year's Day
9. Good Friday
10. Easter Monday
11. Memorial Day
12. One (1) floating day would be mutually agreed upon by the parties prior to September 1 each year.

Employees will be paid their current rate based on the employee's daily average work day for said holidays.

16.2 In order for an employee to be granted holiday pay, he/she must work his/her regularly scheduled work day before and after the holiday.

16.3 Should a holiday fall on Sunday, Monday shall be considered as the holiday.

16.4 Should a holiday fall on Saturday, Friday shall be considered as the holiday.

ARTICLE 17

BARGAINING UNIT MEMBER SELF-IMPROVEMENT

- 17.1 The parties support the principle of continuing education for Association members and participation in their professional organization.
- 17.2 Any Association member who is required by the Board to complete a course of study related to his/her responsibilities at an accredited college, university, or other institution, shall receive reimbursement from the Board for tuition, books, supplies, meals, lodging and transportation expense.

ARTICLE 18

WORK LOAD AND MEETING

- 18.1 The parties recognize that a working environment conducive to good employee morale is desirable for the operation of the District. Therefore, the administration will endeavor to establish equitable work loads and listen to suggestions or problems which will provide for improved productivity and employee morale.
- 18.2 The Superintendent, the President of the Association, and another Association representative (when requested by the President) shall meet at the request of either party for the purposes of discussing matters of mutual concern in order to maintain open and effective communication.
- 18.3 Employees shall be responsible for reporting to the Superintendent's office. In the absence of the Superintendent, he/she shall report to the principal. In the absence of both supervisors, he/she shall report to a designated representative.

ARTICLE 19

ANNEXATION AND CONSOLIDATION

- 19.1 If the Wakefield-Marenisco School District is the annexing district, the seniority list shall remain unchanged and the incoming support personnel from the annexed district will begin with zero (0) years of seniority on the list.
- 19.2 Consolidation shall be in accordance with State laws.

ARTICLE 20

MISCELLANEOUS PROVISIONS

- 20.1 Three (3) originals of the agreement shall be provided by the MEA office, duplicated by the Employer, and distributed by the Employer to all bargaining unit members no later than thirty (30) days after ratification by both parties.
- 20.2 The Employer shall provide to new bargaining unit members a copy of this agreement at the time the employee begins work.
- 20.3 Employees shall not use their personal vehicle to conduct school business.
- 20.4 The Board shall pay the full cost of any health related tests required by the District.
- 20.5 Employees shall receive two (2) annual passes to all local athletic events during their employment.

ARTICLE 21
INSURANCES

21.1 The Board shall make available the following MESSA Insurance PAK coverages for employees for 2010-13:

PAK A for employees electing health insurance:

- Health Choices II, \$500-\$1000 deductible, \$10/\$20 drug card, and \$20 office visit
- Negotiated Life \$45,000 AD&D
- Vision VSP-3 plus
- Delta Dental 100:90/90/90 \$1,500 (\$1,000 maximum Class I, II, & III)

Beginning once the insurance change for 2010-2011 has been effected, the District shall provide full paid insurance to full time bargaining unit members, prorated for part-time members, through June 30, 2011. Beginning July 1, 2011, all insurance increases shall be shared 50 – 50 between the District and the Association. The Association shall reserve the right to move money from Schedule A to cover their share of the cost of increases.

21.2 Any employee contributions toward the premiums for the coverages specified in PAK A above shall be deducted directly from the employee's pay via a pre-tax IRS Section 125 salary reduction plan.

21.3 Employees who work less than permanent full-time, as defined in Article 2, shall receive a prorated amount of the maximum rates applicable to the employee based upon hours worked. The proration shall be based on 1,820 hours. The 1,820 hour base includes all hours worked by an employee. For insurance purposes, hours will be retroactive but adjusted quarterly.

ARTICLE 22

WAGES

- 22.1 Employees working a split shift (one and one-half (1.5) hours or more between work) shall receive an additional thirty-five (35) cents per hour for all hours worked.
- 22.2 Shift Differential: Full-time permanent employees working the second shift, who begin work after 11:00 a.m., shall be paid an additional twenty (20) cents per hour for all hours worked.
- 22.3 The cost of meals and lodging will be paid by the School District for out-of-district trips. Drivers are required to submit a receipt prior to being reimbursed. Reimbursement shall not exceed State standards.
- 22.4 Employees from other classifications who drive bus for the District shall be paid at the custodial driver rate for all hours driven.
- 22.5 Employees who perform weekend building checks shall be compensated fifty-two dollars (\$52) per weekend. If the need arises whereby building checks must be done twice per day, with permission from the administration, compensation shall increase to \$100 per weekend.

ARTICLE 23

DURATION OF AGREEMENT

23.1 All provisions of this Agreement shall be effective as of ratification. All provisions shall continue in effect until June 30, 2013. Negotiations for a successor Agreement between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

FOR THE WAKEFIELD-MARENISCO
EDUCATION SUPPORT PERSONNEL
ASSOCIATION-WUPEA/MEA-NEA:

FOR THE WAKEFIELD-MARENISCO
SCHOOL DISTRICT BOARD OF
EDUCATION:

Date Signed: _____

Date Signed: _____

**APPENDIX A
WAKEFIELD-MARENISCO ESP WAGES**

2010-2011

STEP	MECHANIC	CUSTODIAN-DRIVER	CUSTODIAN	HEAD COOK	ASST. COOK	DEGREED AIDE	NOON AIDE/ NON-DEGREED AIDE
Prob.	\$15.45	\$14.51	\$13.99	\$13.67	\$13.26	\$13.99	\$12.14
1	\$15.98	\$15.04	\$14.51	\$14.20	\$13.78	\$14.51	\$12.67
2	\$16.50	\$15.57	\$15.04	\$14.73	\$14.31	\$15.04	\$13.19
3	\$17.04	\$16.10	\$15.57	\$15.25	\$14.83	\$15.57	\$13.73
8	\$17.35	\$16.40	\$15.86	\$15.53	\$15.12	\$15.86	\$13.99

The above schedule is a 3% increase over the 2009-2010 wages for all classifications with the exception of degreed aide which increased to the level of custodian.

For 2011-2012, the WMESP will receive a 2.5% increase in the salary schedule. Should the student foundation grant be reduced by more than \$25 per student from the 2010-2011 student foundation grant, the salary schedule will increase by only 2%.

For 2012-2013, the WMESP will receive a 2.5% increase in the salary schedule. Should the student foundation grant be reduced by more than \$25 per student from the 2011-2012 student foundation grant, the salary schedule will increase by only 2%.

Miscellaneous Wage Conditions

- A.1 The wage provisions of this agreement, and longevity as specified in A.4 below shall be retroactive to July 1, 2010.
- A.2 All employees hired prior to the ratification of the 2004-07 agreement were placed on step 8 of the wage schedule at the beginning of the 2005-06 contract year.
- A.3 Employees hired after the ratification of the 2004-07 agreement shall move one (1) step on the schedule each year for steps 1 through 3 and shall move to step 8 beginning with their 8th year of employment.
- A.4 Longevity
After ten (10) years service to the District or the former Wakefield or Marenisco districts, employees shall receive an annual anniversary date stipend of \$200. After twenty (20) years service to the District or the former Wakefield or Marenisco districts, employees shall receive an additional anniversary date stipend of \$100.

APPENDIX B
WAKEFIELD-MARENISCO ESP SENIORITY LIST
As of January 1, 2010

Employee	Job Classification	Date of Hire	Seniority	
			Jan 01, 2009	Military
Torkko, Shirley	Head Cook	8/26/1986	16.90442593	
Hagen, Sally	Server/Aide	10/21/1992	15.1558	
Torkko, Dale	Mechanic/Bus Driver	9/19/1995	14	
Libertoski, Kirsti	Custodian/Bus Driver	9/4/2002	5.45322	
Tarro, Amy	Assistant Cook	1/15/2001	5.35415	
Saubert, Melody	Server/Aide	10/21/2002	3.750052	
Jackson, Jennifer	Server/Aide	5/24/2002	2.527209	
Jacobson, Paul	Custodian/Bus Driver	4/7/2008	2	
Ahonen, Laura	Aide	9/3/2008	.430918269	

This seniority chart will be updated effective January 1 of each year.

**LETTER OF AGREEMENT
BETWEEN
WAKEFIELD-MARENISCO EDUCATION SUPPORT PERSONNEL ASSOCIATION
AND
WAKEFIELD-MARENISCO SCHOOL DISTRICT**

The Torkko family shall have 100% of PAK A paid and shall not be subject to a cap as specified in Article Section 21.1 of the collective bargaining agreement. Neither is eligible to elect the coverages provided in PAK B above.

Should an objection to the above agreement come forth from the insurance provider or their underwriters, the Torkko family shall be held harmless as a party to the agreement.

For the District

Date

For the Association

Date