

**AGREEMENT**

between

**GLADWIN COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

and the

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

**JULY 1, 2011 – JUNE 30, 2012**

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2011 - 2012  
Gladwin ESPA Contract

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**LETTER OF AGREEMENT**

This Agreement, entered into this 1<sup>st</sup> day of July, 2011 by and between the Board of Education of the Gladwin Community Schools, hereinafter called the "Board" and the Gladwin Educational Support Personnel Association, an affiliate of the Michigan and National Education Associations (MEA-NEA) hereinafter called the "Association".

**WITNESSETH:**

WHEREAS, the Board has a statutory obligation pursuant to Act 336, Public Acts of Michigan for 1947, as amended by Act 379, Public Acts of Michigan for 1965, known as the Public Relations Employment Act, to bargain with the Association as the representative of the Non-Certified Personnel Association with respect to hours, wages, terms and conditions of employment.

In consideration of the following mutual covenant, 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 Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965 and later acts, for all full-time and regular part-time support personnel including bus mechanics, assistants, cooks, nurses, couriers, custodial/maintenance personnel, secretaries, clericals, mechanic helpers, and paraprofessionals, excluding teachers, supervisors, secretary to the superintendent, all central office employees, bus drivers, and substitutes.

All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Employees", and references to male personnel shall include female personnel.

- B. The Board agrees not to negotiate with any non-certified personnel organization other than the Association for the duration of the Agreement.
- C. It is recognized that no final agreement between the Board of Education and the Non-Certified Negotiating team may be executed without the ratification by a majority of the membership of the Association and by a majority of the Board of Education voting on the ratification. But the representatives from each side shall have the authority to make proposals and concessions during the negotiations.

## **ARTICLE II - RIGHTS OF THE ASSOCIATION**

- A. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards, school mail and other established media of communication shall be made available to the Association and its members, provided that the appropriate request is made to the person responsible for scheduling, and provided it does not conflict with the duties of the employee.
- B. The Board agrees to furnish to the Association, in response to a written request, available public information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other non-privileged information relevant to collective bargaining and handling and processing of grievances. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or making records available when special requests are made.

Minutes of the Board meetings are available in the Administrative Office and may be reviewed by the Association.

- C. The private and personal life of any employee is not within the appropriate concern or attention of the Board, unless it affects the job performance of the employee.
- D. The provisions of this Agreement, and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, or membership in or association with the activities of an employee organization.
- E. It is understood that bargaining unit members set forth in the foregoing Recognition Clause have the responsibility for performing duties currently being done by present employees. The right of contract or sub-contracting is vested with the Employer.
- F. No material originating after the initial employment shall be placed in an employee's personnel record unless he/she has had an opportunity to review the material. The employee may submit a written notation regarding any material, and the same shall be attached to the material in question. If an employee is requested to sign material to be placed in his/her file, signature thereon shall be understood to indicate his/her awareness of the material, but in no instance shall signature be interpreted to mean agreement with the material's contents.

- G. All employees' records, other than those of a confidential nature, may be subject to review upon the request of the individual to whom such record pertains, except that no more than two (2) requests per year shall be honored.

**ARTICLE III - RIGHTS OF THE BOARD OF EDUCATION**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
  
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
  - 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the rights to establish, modify, or change any work or business or school hours or days.
  - 3. Direct the work force, including the right to hire, promote, suspend and discharge employees, transfer employees, evaluate employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in violation of contractual procedures as outlined herein.
  - 4. Determine the number and 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.
  - 5. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.

6. To exercise management and administrative control of the school system, and its properties, and facilities.
7. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement.

#### **ARTICLE IV - DUES AND PAYROLL DEDUCTIONS**

- A. Each bargaining unit member shall 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 or pay a service fee to the Association, including local, state and national dues. The service fee established by the Association shall not exceed the maximum permitted by law. The bargaining unit member may authorize payroll deduction for such fee in compliance with federal and state law. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payment 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 this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That 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 the 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. The Association shall provide to all non-members copies of the Association's Policy and Procedures upon request.

- B. Upon written authorization from the employee, the Board shall deduct from the salary of the employee and make appropriate remittance for any plan or program jointly approved by the Association and the Board. Political Action Committee contributions must comply with federal and state law.
- C. In the event of any legal action brought against the Board 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 its own counsel, provided:

1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. 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.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article IV, but this does not include any liability for unemployment compensation paid under Michigan Employment Security Act.

#### **ARTICLE V - COMPENSATION**

- A. The basic compensation of each employee shall be set forth in Schedule "A". There shall be no deviation from said compensation rates during the life of this Agreement.
- B. The following shall apply to all overtime work:
  1. Time and one-half (1-1/2) will be paid for any work over eight (8) hours per day or over forty (40) hours per week, and on Saturdays and Sundays (unless these days are part of a regularly scheduled work-week). Double time will be paid for any work on holidays.
  2. In order to be eligible for overtime pay, an employee must have worked 8 hours in a day or 40 hours in a week, including paid leave time.
  3. Compensatory time off may be given if mutually agreeable between the supervisor and the employee.
- C. Payday shall be every two (2) weeks for the previous weeks of work based upon time cards approved by the supervisor. The work week shall begin at 12:00 a.m. on Monday and end on Sunday at 11:59 p.m., two weeks hence.
- D. The Association will be allowed to use up to three (3) days released time per school year for the Association president or designee to attend Association business. The Association will reimburse the Board for the cost of substitutes

related to this released time. Notice of intent to use an Association business day shall be given to the superintendent at least forty-eight hours in advance.

E. Longevity: to be paid in one lump sum within the pay period immediately following the anniversary date for each school year after:

after 10 years:	\$ 525
after 15 years:	\$ 725
after 20 years:	\$ 925
after 25 years:	\$1000

F. The Board will upon receipt of either direct billing or when provided paid receipts, pay costs up to \$300 per employee to a cumulative maximum of \$1000 per year for an employee assistance plan (i.e., counseling for conditions which affect an employee's work performance). Employees seeking assistance must inform the superintendent or business administrator. If possible, this shall be done prior to expenses being incurred.

G. When an employee is required to be present beyond the normally scheduled workday and/or on weekends, that employee shall be compensated for all hours present.

H. If bargaining is scheduled during a bargaining team member's work hours, the bargaining team member shall be granted release time, to be made up, provided it does not interfere with the normal functions of the district operation.

I. Employees will receive their step adjustments on the employee's anniversary date.

**ARTICLE VI - WORKING HOURS, LOADS AND ASSIGNMENTS:**

- A. 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 and may be changed from time to time as deemed necessary and appropriate by the Employer.

Full-time employees shall be defined as working thirty (30) hours or more per week. Half-time employees shall be defined as working at least twenty (20) but less than thirty (30) hours per week. Part-time employees shall be defined as working less than twenty (20) hours per week.

Any part-time employee who temporarily works extra hours will not be eligible for half-time or full-time benefits unless the temporary assignment goes over thirty (30) days. Any half-time employee who temporarily works extra hours will not be eligible for full-time benefits unless the temporary assignment goes over thirty (30) days.

- B. The normal work year for school year employees shall follow the school calendar. The normal work year for all other employees shall be as follows:

Secretaries and Clerks shall be ten (10) months.

Maintenance and Couriers shall be eleven (11) months.

Bus Mechanics shall be twelve (12) months.

\*Additional hours and/or days may be assigned beyond the normal work year.

- C. A minimum of two (2) professional development days will be scheduled each year for the GESPA. Members will be paid their regular rate of pay when attending said professional development.

- D. Bargaining unit members will be provided a fifteen (15) minute relief period for each four (4) hours of work assigned by the supervisor. The relief periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit as defined by the supervisor. Deviations from the assigned break schedule will not be allowed without the prior approval of the supervisor.

- E. When the Employer determines that overtime is necessary, overtime shall be divided among bargaining unit member within each classification as follows:

1. Overtime will be covered by the use of an "Overtime Chart" and will be offered to each bargaining unit member in rotation based on seniority. Overtime that is refused by a bargaining unit member will be charged on the Overtime Chart for the purpose of balancing overtime.

2. The overtime chart shall be kept updated to the current pay period on a continual chart from year to year.
  3. New employees, and employees returning from leave, shall be averaged in and placed on the overtime chart.
- F. All bargaining unit employees whose job requires five (5) or more consecutive hours in one day will be entitled to a 1/2 hour lunch period as presently being practiced. (e.g., couriers, custodial/maintenance personnel, cooks and nurses - paid lunch period, will remain in building and maintain responsibilities.) (All other employees - unpaid lunch period.)
- G. On inclement weather days, nurses, paraprofessionals, cooks, Assistant and clerical will not report unless requested to do so. All other employees will be expected to report unless notified otherwise. Those required to work will be paid at their regular rate of pay for those hours worked. Those not required to work will not be paid for those days unless they choose to use a sick, personal or vacation day to offset the loss of time. When School is closed, if the employee determines that weather conditions warrant it, they shall have the option of not reporting to work upon notification of the appropriate supervisor. In such cases, the employee shall be paid only if they choose to use an unused sick, personal or an unused vacation day.
- H. For purposes of *Shift Differential*:
- The *First Shift* is a shift starting as early as 6:00 a.m. and ending as late as 6:00 p.m.
- The *Second Shift* is a shift starting as early as 1:00 p.m. and ending as late as 1 a.m.
- The *Third Shift* is a shift starting as early as 10:00 p.m. and ending as late as 10:00 a.m.
- Second Shift Premium: \$ .60 an hour  
Third Shift Premium: \$ .60 an hour
- (Shift differential does not apply when overtime extends into another shift. When either the 2<sup>nd</sup> or 3<sup>rd</sup> shift reverts back to an earlier shift the rate of pay will be adjusted accordingly.) When school is closed, second and third shift employees may work the day shift along with the regularly scheduled first shift employees, when approved by their supervisor or designee.
- I. Bargaining unit members called in to work on their off duty time shall be guaranteed a minimum of two (2) hours work.

- J. Time slips shall be in duplicate with one copy to the District and one copy to the employee.
- K. Employees must attend training if so directed. Employees shall be reimbursed for such training at their current rate of pay.
- L. Clerical employees, cooks, nurses, Assistant and paraprofessionals may, at the discretion of the building administrator, be requested to work for no more than two (2) weeks prior and/or two (2) weeks after the school year. Exceptions may be made for those programs which operate beyond these time limits, i.e., Title I.
- M. It is the agreement of the parties that should the District determine that summer employees are necessary to complete excess work, that work shall first be offered to bargaining unit members. Where no bargaining unit members are available the work shall then be offered outside the bargaining unit. Summer employees will not be used where it will take regular hours away from any employees within the classification.

The summer rate will be at Step One of the Custodial/Maintenance wage scale. Summer employment will not add to the employee's benefits; *i.e.*, sick leave, vacation, insurance, etc.

Summer employees shall be considered hourly employees and will work on an on-call basis. Summer employment will not be utilized prior to the last day of the school year nor after the first day of a school year.

- N. An employee subject to the requirements of ESEA, 20 USC 6319 (c) who is unable to meet the requirements by the deadline established by law shall be transferred to another bargaining unit position of equal pay and hours as soon as such a vacancy occurs; provided he/she does not otherwise apply for and receive a vacancy and further provided that said transfer shall not supercede the vacancy, transfer, layoff or recall provisions of the Agreement.

Letter of Agreement – Attached

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## **ARTICLE VII - WORKING CONDITIONS**

- A. Employees shall report unsafe or hazardous conditions which endanger their health, safety or well-being to their immediate supervisor in writing. The Board shall respond in an expeditious manner.
- B. Employees are not expected to utilize any personal property while in the course of their employment. Employees using their own vehicles at the request of the District will receive the established IRS rate per mile.
- C. The Board shall provide rest areas and rest-rooms for employee use.
- D. The Board shall support and assist employees with respect to the maintenance of control and discipline of students, or other employees in the employee's assigned work area. The Board or its designated representative shall take reasonable steps to relieve the employee of responsibilities in respect to students, or other employees, who are disruptive or repeatedly violate rules and regulations.
- E. Use of physical force is governed by the Michigan Law regarding the use of corporal punishment by school employees.
- F. No employee shall normally be required to dispense or administer medication unless a written consent form is on file.
- G. No employee, unless it is part of their job description, shall be required to supervise students who are being disciplined in the normal course of their work assignment.
- H. The Board will provide an annual clothing allowance of \$350 to maintenance, mechanics, and mechanics' helper, \$160 for cooks and courier, \$115 for playground assistants and \$250 for nurses. All employees will receive their clothing allowance the first pay period after the start of the school year. Employees hired after the beginning of the school year shall receive a uniform allowance on a prorated basis. Proration year for the 12 month employees shall be July 1 to June 30. Proration year for school year employees shall be September 1 to June 30. Proration shall be calculated by the month or major fraction thereof. The Board and the Association further agree to jointly study the clothing allowances with the intent of providing a "uniform" for maintenance and for food service.
- I. The Board shall reimburse mechanics for their CDL license. Other employees shall be reimbursed for relicensing, but not for initial licensing, when such is required for the job.

- J. The Board will provide a monthly cellular telephone allowance of \$30 to all maintenance employees.

### **ARTICLE VIII – SENIORITY**

- A. Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event two or more persons have the same starting date of work, positions on the seniority list shall be determined by lottery.

Seniority for employees hired after July 1, 2000, having the same starting date shall be determined by lottery within thirty (30) days of hire date. Seniority placement for those affected will be permanent. Those affected employees and a GESPA representative will be invited to be present when lottery determination occurs.

- B. New employees shall be considered probationary employees until they have completed a probationary period of thirty (30) workdays. Upon satisfactory completion of the probationary period, seniority shall be retroactive to the first day of work.

- C. For the purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments:

1. Bus Mechanic
2. Assistants
3. Cook
4. Nurse
5. Courier
6. Custodial/Maintenance Personnel
7. Secretary
8. Clerical
9. Mechanic Helper
10. Paraprofessional

Paraprofessional will be defined as Certified School Readiness, Certified Title I, Certified Interpreter (language, signing), Licensed Building Trades, Certified One/One Nurse, RTC Coordinator, In School Suspension Coordinator.

- D. Job descriptions will be developed for each classification by the employer with the Association being given the opportunity for input.
- E. The Board shall prepare, maintain and post the seniority list. The seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty (30) days after the effective date of this Agreement with revisions and

updates. The list shall be updated monthly thereafter and a copy provided to the Association treasurer and President.

- F. State and Federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights as provided in this Agreement.
- G. Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Board, or injured in a work or non-work related accident may return to a light duty assignment or other work in any classification that is operated by the Board provided such assignment or work is available. Said assignment shall be at the employees regular rate of pay.
- H. Seniority shall be lost by an employee:
  - 1. Upon termination, resignation, or retirement;
  - 2. Discharge permanently for proper cause after receiving due process;
  - 3. Absent for three (3) consecutive days without notifying the immediate supervisor, unless satisfactory reason is provided;
  - 4. Seniority will be frozen as of the date an employee transfers to a classification not covered by this Agreement until he returns to a classification covered by this Agreement.
  - 5. After two consecutive years of being laid-off.
- I. Seniority shall be frozen and shall not accrue when a person is on unpaid leave of longer than thirty (30) days.

**ARTICLE IX - REDUCTION IN PERSONNEL, LAYOFF AND RECALL**

In the event a layoff situation develops, the Board will decide the reduction or elimination of positions within the various classifications, and agrees that the procedure will be as follows:

- A. The Association will be given not less than five (5) days notice of intent to lay off and will be given the opportunity to immediately discuss the circumstances with the employer.
- B. An employee shall be given at least fifteen days notice of layoff. Employees subsequently displaced, if any, shall be notified of such displacement as soon as practicable but not less than one working day after the more senior employee has exercised the right to displace.
- C. In any reduction of staff, an employee will be provided the opportunity to use bargaining unit seniority as follows:
  - 1. First, to displace the least senior person on any shift in the same classification with the same or as close to the same hours as possible, provided:
    - a. the employee possesses the necessary ability to perform the work adequately, with minimal instruction and
    - b. the employee displaced is junior in bargaining unit seniority.
  - 2. Second, in the event the member is unable to displace another in the same classification, to displace the least senior person in the bargaining unit with the same or as close to the same hours as possible, provided:
    - a. the employee possess the necessary ability to perform the work adequately, with minimal instruction and
    - b. the employee displaced is junior in bargaining unit seniority.
    - c. a bargaining unit member who is displaced from his/her regular classification due to layoff, shall retain bidding rights by district seniority for his/her classification from which they were displaced.
  - 3. Any employee who is displaced may use bargaining unit seniority in the same manner as provided in 1. and 2. above.
- D. Upon notification of layoff or displacement, the employee will be advised as to the position under 1., 2., or 3. above to which displacement rights may be exercised.

- E. The use of bargaining unit seniority to displace another employee must be exercised within three days of receipt of notification of layoff or displacement, whichever is applicable, or the right is forfeited.
- F. Laid off bargaining unit members shall be recalled after any displaced and/or currently employed members have had the opportunity to fill any vacancies.
- G. Laid-off bargaining unit members shall be recalled in accordance with seniority; that is, the bargaining unit member with the greatest seniority shall be recalled first, provided they have the ability and are able to perform the duties of the job that is open.
- H. When recalling laid-off bargaining unit members, the School District will notify them by certified mail at the last known address. If such bargaining unit member does not notify the School District within ten (10) working days of receipt of such notice, or within ten (10) working days of notification from the post office that said notice is undeliverable, that he/she will report to work on the date specified, or give a legitimate reason, as determined by the superintendent, for delay beyond such time, he/she will be considered as having quit and all seniority shall be terminated.
- I. In the event of a reduction in the work hours in a classification, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority in the same classification on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) work days after written notice to the affected bargaining unit member(s) is given by the employer.

**ARTICLE X - VACANCIES, TRANSFERS AND PROMOTIONS**

- A. A vacancy shall be defined as any position, either newly-created or a present position, that is not filled, that the Board wishes to fill. Substitutes or temporary employees will not be used to fill a vacant position for longer than thirty (30) working days. The Board may use a temporary employee from the bargaining unit for longer than 30 days in the case of filling a position created by the granting of a special leave.
- B. All vacancies shall be posted in the main office, kitchen, and couriers/ custodial/maintenance personnel breakroom of each building of the District, staff lounge and in the mechanics workroom of the bus garage for a minimum period of ten (10) working days. Posting will indicate:
1. Type of work
  2. Location of work
  3. Starting date
  4. Rate of pay
  5. Hours to be worked
  6. Classification
  7. Job description

Interested employees may apply in writing to the superintendent, or designee, within the ten (10) day posting period. The Board shall notify employees in writing of vacancies occurring during the summer months (June, July, August) by sending notice of same to each employee by U.S. mail.

- C. 1. Vacancies shall be filled from within a classification on the basis of seniority, competency and qualifications, of the individual. When a position is filled in this manner, the last vacancy created within the classification will be posted (if the position is to continue). These vacancies shall be filled, first by Association members from other classifications based on seniority, competency, qualifications, (some of which may be objectively measured), and secondly offered to outside applicants. Where the qualifications of the Association members for vacancies are equal, the candidate with the most seniority shall be awarded the position. It is understood that the Board has the right to determine qualifications. In the determination of assignments and transfers, the convenience and wishes of the individual employee will be honored to the extent that the considerations do not conflict with the requirements and needs of the District.
2. A time and place shall be established for members of a classification to meet and express interest in the vacancy, or any subsequent vacancies within that classification. After that meeting, a member of that

classification may apply for a resulting vacancy, but will be considered the same as any other member of the Association.

3. When a position is posted and filled and then changed within 60 working days that position shall be reposted.
- D. The GESPA President, the Grievance Chairperson and the MEA Uniserv Director shall have the right to review any test results, upon request, for the purpose of determining that competency and qualifications were objectively measured. When the Board reaches a decision, each applicant shall be so notified in writing with a copy being forwarded to the Association within ten (10) days. The Association president shall be notified and be provided one week to arrange a review of test-results.
  - E. In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show their ability to perform on the new job. The Board shall give the employee promoted or transferred reasonable assistance to enable them to perform up to the Board's standards on the new job. Within the thirty (30) day trial period, if the employee is unable to demonstrate ability to perform the work required during the trial period or, at the option of the affected employee, the employee shall be returned to their previous assignment. Any bumping caused by the return of the employee to their previous assignment will take place within three (3) days of notice. All employees affected will bump back to their original positions.
  - F. The parties agree that involuntary transfers of employees are to be minimized. The Board agrees to seek advisory input for the Association when making involuntary transfers.
  - G. Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the rate for those duties provided the employee is certified for the position. (i.e., Highly Qualified Certification, Licensure, etc.) . An employee's pay rate shall not be reduced by any temporary change in duties. When performing temporary work, the employee shall receive wages at the step in that classification which will provide them an increase to their regular rate.
  - H. When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will meet with the Association for the purpose of determining the classification and rate structure. In the event the Association does not agree that the rate is proper, it shall be subject to negotiation. Such jobs may be immediately filled and are subject to any negotiated rate change.
  - I. When an employee changes classifications the employee shall be placed on the corresponding step for the new classification. They shall retain their anniversary date for step adjustments. [See Article V (I).]

## ARTICLE XI - PAID LEAVE

### A. General Conditions:

1. The Board shall furnish each employee with a written statement at the beginning of each school year setting forth the total sick leave credit.
2. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request of the employee.

### B. Illness and Disability

1. Each bargaining unit member shall be credited with two (2) sick days on September 1<sup>st</sup> of each year and then shall be credited one (1) sick day per month thereafter for each month worked. Sick days may accumulate to one hundred ten (110) days. Unused leave from the preceding year shall be credited on July 1.
  - a. For accrual purposes, an employee must work more than half of the work days in a given month.
  - b. Employees are not allowed to "borrow" unaccrued sick leave.
2. The sick leave days may be taken by an employee for the following reasons and subject to the following conditions:
  - a. Personal Illness or Disability. The employee may use all or any portion of their leave to recover from their own illness or disability.  
If a leave for personal illness or disability lasts for longer than three (3) days or for reasons where there is suspected abuse of leave time, a doctor's slip may be required.
  - b. Medical or Nursing Care. The employee may take three (3) days to make arrangements for medical or nursing care for a member of their immediate family.
  - c. Illness in the Immediate Family. The employee may take a maximum of ten (10) days per illness unless leave is taken under the provisions of FMLA. "Immediate family" shall be defined as in paragraph C. below.

d. Personal Business

Sick days may be used for personal business with supervisor's approval.

3. It is the responsibility of each employee to report unavailability for work prior to their normal starting time and as early as is possible and practical. Each employee shall, at the time of reporting, state the anticipated length of absence if possible.

- C. The employee may take a maximum of three (3) days per death not chargeable to sick leave for a death in the immediate family. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, step children, grandchildren, father-in-law and mother-in-law, grandparents, brother-in-law, sister-in-law.

Two (2) additional days may be granted from sick leave if requested.

- D. Four (4) days of personal leave may be granted to full-time employees and two (2) days of personal leave may be granted to half-time and part-time employees provided the following criteria are adhered to:

1. Personal leave is not to be used on the day before or after a school holiday, vacation period, or other school recess. Exceptions may be made for extenuating circumstances at the discretion of the supervisor/superintendent.
2. No more than one (1) member per classification per building may be absent on personal leave on any given day. Exceptions may be made for emergencies or extenuating circumstances.
3. Forty-eight (48) hours advance notice is required unless it is an emergency.
4. The employee shall apply for personal leave on the appropriate form; a copy of which will be returned to the employee when approved/disapproved.
5. It is agreed that personal leave days are provided for legitimate business, professional, and family obligations that cannot be met outside of the regular work assignment.

These days are non-accumulative and not to be deducted from sick leave unless sick days have been approved by the supervisor to be used for personal business days.

Any personal days not used shall be credited to sick leave at the onset of the following school year.

- E. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his/her regular pay. Employees shall furnish evidence from the court showing the day and time of jury duty or witness service and the amount of jury duty or witness fees they were eligible to receive for each day.
- F. A bargaining unit member who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the bargaining unit (member) receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the bargaining unit member would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the bargaining unit member from Worker's Compensation until the bargaining unit member's sick leave is exhausted or the bargaining unit member is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the bargaining unit member shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by the statute.
- G. One unpaid emergency day per year shall be granted to all part-time employees.
- H. FMLA - The district will follow the federal law in relation to the Family Medical Leave Act.

## **ARTICLE XII - UNPAID LEAVES**

### A. General Conditions:

1. Special Leaves. The Board may grant on request a special leave of absence when appropriate circumstances warrant.
2. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child.
3. General Regulations Affecting Leave of Absence:
  - a. Leave of Absence-Extension: A leave of absence may be extended at the discretion of the Board.
  - b. Application for Return: Application for return from leave of absence shall be filed with the superintendent of schools not later than thirty (30) days prior to expiration of the leave.
  - c. Upon return from leave, the Association member shall be returned to the position he/she held at the time the leave of absence was granted, or to a similar position to which his seniority and qualifications entitled him/her.

### B. Unpaid leaves of absence may be taken for the following purposes:

1. Military Leave. A military leave of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed in the same classification and experience level as they would have been had they worked in the District during such period.

### **ARTICLE XIII - HOLIDAYS**

A. Full-time year round employees will be eligible for the following holidays:

Labor Day (if working)  
November 15 (if working)  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day  
4th day of July (if working)

B. School year employees will be eligible for the following holidays:

Labor Day (if working)  
November 15 (if working)  
Thanksgiving Day  
Day after Thanksgiving  
Good Friday  
Memorial Day  
4th day of July (if working)

NOTE: "If working" shall mean the employee is scheduled to work the regular workday before or after the holiday.

C. If the holiday falls on a Saturday, then the preceding workday shall be the holiday; if the holiday falls on a Sunday, then the workday following shall be the holiday.

D. If a bargaining unit member is asked to work the winter break period, they shall be paid for the applicable holidays when the "if working" definition is met.

## **ARTICLE XIV - VACATIONS**

- A. Vacation shall accrue as follows:
1. Bargaining unit members working full-time shall accrue paid vacation time at the rate of one (1) day per month.
  2. Upon completion of the tenth (10<sup>th</sup>) year of employment three (3) additional vacation days will be added for the employee's use from the date of their anniversary until the following June 30. Beginning July 1 of the year following their anniversary, they shall accrue vacation time at the rate of one and one-fourth (1.25) days per month.
  3. Upon completion of the fifteenth (15<sup>th</sup>) year of employment three (3) additional vacation days will be added for the employee's use from the date of their anniversary until the following June 30. Beginning July 1 of the year following their anniversary, they shall accrue vacation time at the rate of one and one-half (1.5) days per month.
  4. Upon the completion of the twentieth (20<sup>th</sup>) year of employment, two additional vacation days will be added for the employee's use from the date of their anniversary until the following June 30. Beginning July 1 of the year following their anniversary, they shall accrue vacation time at the rate of one and three-fourths (1.67) days per month.
  5. Eligible school year employees hired prior to July 1, 1991, shall have the appropriate days added on their tenth (10<sup>th</sup>), fifteenth (15<sup>th</sup>) and twentieth (20<sup>th</sup>) anniversaries for use by the following June 30 or for payment at the end of the school year. In subsequent school years, they will accrue vacation at the rate of one and one-third (1.33) or one and two-thirds (1.67) days, or two (2) days, as appropriate, September through May.
- B. One vacation day will be earned for each 20 full days worked by part-time staff temporarily moved to full-time for the summer.
- C. Vacations must be arranged in advance with the immediate supervisor, and will be scheduled during the year considering both the wishes of the employee and the efficient operation of the school system.
1. The established vacation year is July 1 to June 30. Vacations are accrued and credited based on the employee's length of service and time worked during the preceding year. Accrued vacation is credited on July 1 each year.

2. Employees who quit, retire, or resign or are laid off will have their credited and accrued vacation pro-rated.
3. In the event more than one employee applies for vacation for the same period as another employee applied for vacation and it is not possible to grant both vacation requests, then the employee who first applied will be the one approved but approval shall also be based upon rotation.
4. Full-time school year employees hired after July 1, 1991, and not taking insurance, will be eligible for five (5) vacation days per year.
5. Full-time year round employees not taking insurance benefits will receive five (5) additional days of vacation per year prorated per month at .42 days per month.
6. Employees working/scheduled for four (4) hours to less than six (6) hours per day and not taking insurance benefits shall receive five (5) days of vacation per year. Vacation may be prorated if necessary.
7. Up to five (5) vacation days may be carried over to the following year.
8. Employees must request vacation at least 48 hours in advance, except under extenuating circumstances.
9. An employee accrues vacation from the first day of full-time employment. An employee is eligible to use this accrued time after six (6) months of full-time employment. Exceptions may be granted for extenuating circumstances.
10. For accrual purposes, an employee must work more than half of the workdays in a given month unless on paid leave.
11. Employees are not allowed to borrow uncredited vacation.
12. Vacation Day payout checks for school year employees shall be made in a separate check and will be included in the employee's last paycheck of the school year.

## **ARTICLE XV - GRIEVANCE PROCEDURE**

For purposes of this Agreement a grievance shall be defined as a claim or complaint by a bargaining unit member or, a group of bargaining unit members that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

- A. The term grievance as defined above shall not apply to:
1. The discharge of a probationary employee, for any reason, during the first thirty (30) days of employment.

- B. Grievances will be processed according to the following:

STEP 1. Within ten (10) working days of the occurrence or knowledge of the occurrence of the act giving rise to the dispute, the aggrieved employee and the Committee person shall meet with the supervisor to resolve the matter. The supervisor shall give an answer within five (5) working days after such meeting.

STEP 2. If the grievance is not settled in Step 1, the Grievance Committee shall, within ten (10) working days from receipt of the supervisor's answer then submit a copy of the grievance to the superintendent or his designated representative. A meeting will be held within ten (10) working days after submission of the grievance at Step 2 between the Board Representative and the Grievance Committee and the grievant. The decision of the Board Representative shall be made within ten (10) working days after the meeting.

STEP 3. If the Association is not satisfied with the disposition of the grievance at Step 2 or if no disposition has been made within the time period above, the Association may submit the grievance to arbitration. The Association must notify the Board within ten (10) working days from the disposition of Step 2 of its intent to submit the grievance to arbitration.

The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Association nor the Employer shall be permitted to assert in such arbitration proceeding, any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

The arbitrator shall have no power to alter, add to, subtract from, or modify the terms of this Agreement.

The Board and the Association agree to process all grievances in writing in accordance with the Grievance Procedure. All time limits may be extended by mutual agreement.

#### **ARTICLE XVI - INSURANCE**

- A. The Board will contribute 90% of the cost of Priority Health for all eligible employees. This also includes the summer premiums for nine-month employees. All eligible employees will be responsible for the remaining 10% of their premiums. The GESPA will be allowed to change back to MESSA BC/BS if the bargaining unit elects to do so at the end of the first contract year of Priority Health. The vision, dental, LTD, coverage would be discontinued if the GESPA elected to return to MESSA coverage. If the unit elects to return to a MESSA product which includes vision, dental, LTD, coverage for a cost that is equal to the current Priority Health coverage, those benefits would not be discontinued. Bargaining unit members hired prior to July 1, 2011, will continue to be eligible to receive insurance benefits, as outlined in Article XVI (B). Half-time bargaining unit members hired after July 1, 2011 will not be eligible for insurance benefits. (As is stated in Article XVI, item B, all part time employees will remain ineligible for insurance benefits)
- B. For those regular half-time employees, the above will be prorated accordingly. Part-time employees will not be eligible for health insurance coverage.
- If the spouse has health insurance through their place of employment the employee will not be eligible for health insurance coverage. (No double coverage)
- C. The District shall maintain a premium only Section 125 Plan for eligible employees.

## **ARTICLE XVII - DISCIPLINE**

- A. No employee shall be disciplined (including warnings, reprimands, suspensions without pay or discharge) without just cause. 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. Cases of theft, possession of drugs or intoxicants, serious misconduct, and reckless disregard of self or others while on duty is just cause for termination. A copy of the written disciplinary action given the employee will be given the Association. Any complaint made against an employee shall be promptly called to his/her attention and a corrective procedure given to the employee.

A written notice of reprimand shall remain on an employee's record for no more than three (3) years from date of issue. Any information contained in an employee's record regarding unprofessional conduct (as defined in 380.1230b. of the Revised School Code) shall remain in the employee's file.

- B. All employees shall have the right of Association representation if the employee is subject to discipline.
- C. Should the disciplined employee consider the reprimand to be improper, a complaint shall be presented in writing through the Association representative to the appropriate supervisor within five (5) regularly-scheduled working days of the discipline. The supervisor will review the discipline and give a written answer within five (5) regularly-scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter shall be referred to the second step of the Grievance Procedure within five (5) days after the response of the supervisor.
- D. An employee being suspended/discharged will have the right to meet with an Association representative before leaving the Employer's property. Should the suspended/discharged employee or Association representative consider the suspension to be improper, a complaint shall be presented in writing through the representative to Step 2 of the Grievance Procedure within five (5) regularly-scheduled working days of the suspension/discharge.
- E. In case of discharge, the Employer shall send written notification to the Association president and the employee at the employee's last known address that seniority has been lost and employment has been terminated.

**ARTICLE XVIII - RETIREMENT**

- A. 1. Seventy-five (\$75) per year for experience in the Gladwin Community Schools, to a maximum of \$1500 shall be paid to the retiring employee. This amount will be paid in the first pay period following the last day of employment.
  - 2. To be eligible, the employee must have been employed in the Gladwin Community Schools a minimum of ten (10) years and provide proof of acceptance for retirement under the Michigan Public School Employees Retirement System.
  - 3. Employees shall be compensated for up to thirty-five (35) unused sick days at seventy-five percent (75%) of their Step 1 rate of pay. This amount will be paid in the first pay period following the last day of employment.
- B. The Association will have the right to meet with the Board and negotiate whether a retirement buy out will be given in a particular year through a Letter of Agreement. The parties agree that this may or may not result in an agreement.

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**ARTICLE XIX - SAVINGS CLAUSE**

If any provision of this Agreement or any application of said Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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**ARTICLE XX - CONTINUITY OF OPERATIONS**

- A. For the term of this Agreement, the Union agrees for and on behalf of their officers, members, and each and every employee within the bargaining unit, that they will neither instigate, call, maintain, condone, support or permit, in any manner, a strike, slowdown, or other stoppage of work, or picketing on the Board premises.
- B. The Board will have the right to all remedies available at law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Section of the Agreement.

**ARTICLE XXI - DURATION OF AGREEMENT**

- A. The conditions of this Agreement shall be effective as of July 1, 2011 and upon ratification by the Association and the Board. This Agreement shall continue in full force and effect until the 30th day of June, 2012. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations and 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 for a specific period(s) by mutual agreement of the parties.
  
- B. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed, hereafter employed, or considered for employment by the Employer.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives on this \_\_\_\_\_ day of \_\_\_\_\_.

GLADWIN COMMUNITY SCHOOLS  
BOARD OF EDUCATION:

GLADWIN EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION, MEA/NEA

By \_\_\_\_\_

By \_\_\_\_\_



**SCHEDULE A**

	<b>2011-2012 1.5% Increase</b>					
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Secretary	10.27	11.12	12.02	13.31	14.63	15.94
Clerk	8.85	9.59	10.33	11.44	12.55	13.67
Maintenance	9.35	10.22	11.06	12.28	13.42	14.90
Courier	8.42	9.14	9.89	10.83	12.05	13.12
Cook	8.17	8.85	9.54	10.57	11.57	12.59
Parapro./Highly Qualified Assist.	9.93	10.82	11.73	13.11	14.47	15.82
Assistant	8.56	9.32	10.09	11.26	12.42	13.58
Nurse	10.51	11.43	12.62	14.01	15.37	17.32
Mechanic	11.08	12.11	13.14	14.68	16.23	17.75
Mech./Helper	9.55	10.40	11.21	12.59	13.92	15.23

1.5% on schedule and 1.5% off schedule for 2011-2012  
 The 1.5% off schedule payment will be made with the first payroll of July 2011.

Lead Courier	\$1.90
Head Mechanic	\$1.56
Lead Cook	\$ .75
Shift Differential	\$ .60

Letters of Agreement:

1. Summer Employees, Signed 10-16-95
2. Resolution to Grievance 98-99-02, Signed 9-16-99
3. Error in Article XIII – Holidays, delete & add, Signed Jan. 9 & 12, 2002
4. Aide for Hearing Impaired paid on 4<sup>th</sup> Step, Signed Jan. 9 & 12, 2002
5. ESEA Title I Paraprofessional Requirements, Signed 10-10-02
6. Resolution of Grievance 00-01-02, Retirement Stipend, Signed Oct.10 &11, 2002
7. Aide for the Hearing Impaired, Signed Nov. 15, 2002

**LETTER OF AGREEMENT**  
between  
Gladwin Educational Support Personnel Association  
and  
Gladwin Community Schools

**ESEA Title I Paraprofessional Requirements**

Prior to the implementation of ESEA requirements for Title I Paraprofessionals the parties agree to meet to negotiate the impact of the requirements on members of the GESPA Bargaining Unit. No ESEA requirements for Title I Aides will be implemented without prior negotiations.

Gladwin ESP

Gladwin Community Schools

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Julia Slade  
GESPA President

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Lee Sandy  
Gladwin Bargaining Consultant

Date: October 10, 2002

Date: October 10, 2002

esea agrmnt