AGREEMENT

between

GLADWIN COMMUNITY SCHOOLS
BOARD OF EDUCATION

and the

GLADWIN SCHOOLS SUPPORT STAFF
ASSOCIATION

July 1, 2024—June 30, 2026

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LETTER OF AGREEMENT

This agreement, entered into this 1st day of July, 2023 by and between the Board of Education of the Gladwin Community Schools, hereinafter called the "Board" and the Gladwin Schools Support Staff Association, 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:

ACTICLE 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, interventionist 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".

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 Negotiation team may be executed without the ratification by a majority of the membership in good standing 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.

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

D. 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.

E. 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.

F. 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.

G. 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.

H. All employee 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 of location or relocation of its facilities, including the establishment or relocation 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 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 vs. 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 pan 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 actions 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 eight (8) hours in a day or forty (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 workweek 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 of designee to attend Association business. The Association will reimburse the Board for the cost of substitutes related to this release time. Notice of intent to use an Association business day shall be given to the superintendent at least forty-eight (48) hours in advance.

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

After 10 years:	$550.00
After 15 years:	$750.00
After 20 years:	$975.00

After 25 years: $1225.00
After 30 years: $1500.00
After 35 years: $1800.00

1. Employees who have worked for the district for 20 years or more will receive a proration of their longevity when the employee retires prior to their anniversary date. This proration will be calculated on a monthly basis using the following formula: Longevity divided by the months worked = prorated longevity amount. Ex: $1225 / 5 months = $245 (prorated amount)

F. The Board will upon receipt of either direct billing or when provided paid receipts, pay costs up to $300.00 per employee to a cumulative maximum of $1000.00 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.

J. When an employee resigns without retiring, the employee shall be compensated for all unused vacation days at their current rate of pay and up to 35 unused sick days at their step 1 rate of pay. This amount will be paid in the first pay period following the last day of employment.

When an employee is terminated, the employee will be compensated for all unused vacation days at their current rate of pay. The employee will not be compensated for unused sick days.

K. An employee placed on layoff status shall be compensated for all unused vacation days. This amount will be paid in the first pay period following the first date of layoff. All unused sick days will be held and carried over until such time as the employee is recalled, resigns or retires. If the employee resigns or retires the compensation for unused sick time shall follow the guidelines in Article V, Item J (resignation) or Article XIX, Item A3 (retirement).

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. School year employees shall be defined as working (9) nine months only when school is in session. The normal work year for school year employees shall follow the school calendar. *

C. The normal work year for all other employees may be as follows: *
    1. Secretaries may be eleven (11).
    2. Maintenance may be eleven (11) months.
    3. Bus Mechanic, Courier, Lead Secretary, Lead Maintenance may be twelve (12) months.

The District shall consult the Association prior to making changes to the normal work year.
*Additional hours and/or days may be assigned beyond the normal work year.

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

E. 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 prior approval of the supervisor.

F. When the Employer determines that overtime is necessary, overtime shall be divided among bargaining unit members 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".

G. All bargaining unit employees whose job requires six (6) or more consecutive hours in one day will be entitled to a ½ hour lunch period. (e.g., couriers, custodial/maintenance personnel and some paraprofessionals as designated by the supervisor—paid lunch period, will remain in building and maintain responsibilities.) (All other employees—unpaid lunch period.)

H. On inclement weather days, paraprofessionals, assistants and clerical <u>will not</u> 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. When School is closed, if employees required to work determine 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. The use of unused sick days applies only to employees who are required to work on inclement weather days.

I. Those not required to work will not be paid for inclement weather days unless they choose to use an unused personal or vacation day to offset the loss of time. Employees not required to report to work and have twenty (20) or more unused sick days accrued by July 1, 2023, they may use up to three (3) unused sick days to cover three (3) inclement weather days and will have the option of reporting to work on up to four (4) inclement weather days per year. Employees that have nineteen (19) or less unused sick days accrued, will NOT be able to use unused sick days to cover inclement weather days but WILL have the option of reporting to work on up to seven (7) inclement weather days per year. The employee will be required to coordinate this through their building administrator and the building administrator will assign the duties for that day.

   If school is canceled after employees have reported for work or after students have reported, employees shall have the option to complete their scheduled work day or be dismissed immediately and may choose to use sick, personal or vacation time to continue compensation for the remainder of that day.

   If the District is unexpectedly closed during the school year for a period of more than five (5) consecutive days, the support staff will be allowed to make up those days beyond five (5) and up to ten (10). Unless the days are added to the school calendar to comply with state daily attendance regulations, in which case those members will report to work as scheduled.

J. For the purposes of Shift Differential:
   1. The First Shift is a shift starting as early as 6:00 a.m. and ending as late as 6:00 p.m.
   2. The Second Shift is a shift starting as early as 1:00 p.m. and ending as late as 1:00 a.m.
   3. The Third Shift is a shift starting as early as 10:00 p.m. and ending as late as 10:00 a.m.
   4. Second Shift Premium: $0.60 per hour.
   5. Third Shift Premium: $0.60 per hour.
   6. Shift differential does not apply when overtime extends into another shift.
   7. When either 2nd or 3rd shift reverts back to an earlier shift the rate of pay will be adjusted accordingly.
   8. 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.

K. Bargaining unit members called in to work on their off duty time shall be guaranteed a minimum of two (2) hours work.

L. Time slips shall be in duplicate with one copy to the District and one copy to the employee.

M. Employees must attend training if so directed. Employees shall be reimbursed for such training at their current rate of pay.

N. Clerical employees, assistants and paraprofessionals may, at the discretion of the building administrator, be required 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.

O. It is the agreement of the parties that should the District determine that summer employees are necessary to complete excess work, said 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 (1) 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.

P. 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 supersede the vacancy, transfer, layoff or recall provisions of the Agreement.

Q. No employee shall be required to dispense or administer medication unless a written consent form is on file and have been trained/certified.
   1. The Employer shall ensure that the appropriate numbers of staff are available for the dispensing of medication in order to comply with all policies and laws.
   2. Any employee, who is to perform medical or medically related services, including the dispensing of medication, shall receive prior training from certified/licensed health care professionals on the specific procedures to be performed as outlined in the written authorization from the student's physician and parents. The Employer, at its expense, shall provide the training and all training time shall be considered as work time.
   3. Any bargaining unit member who may be required to provide health services to a student shall receive a copy of the student's name, medical condition and/or allergy at the beginning of each school year. The Employer shall at that time advise the bargaining unit member that he/she is subject to confidentiality provisions of the Family Educational Rights and Privacy Act and the regulations promulgated pursuant to the Act.
   4. For those medications that need to be administered in school, there shall be a written school policy, developed by representatives from the Employer, Association, and parents that set the parameters for when the school will provide for the administration of medication, both prescription and non-prescription, to students and for self-administration of medications by students in the school setting. The policy shall include a definition of medications and corresponding administrative procedures, i.e., orally, by inhaler or injection, in drop form or applied to the skin. The policy shall specify who "does what" (i.e., transporting medication from home to school, etc.) and shall provide in-service training for staff who will be administering medications.

ARTICLE VII—WORKING CONDITIONS

A. In the event any error in any accounting, including but not limited to wages, paid leave time, deductions, is made that adversely affects any bargaining unit member, said error shall be brought to the attention of the member and the Association within 90 days. The bargaining unit member will not be obligated to repay the district if the District fails to notify the affected member and Association within this time period. When the proper timeline is followed, the bargaining unit member shall have the option of the repayment being spread out over future pay periods. If the error is in a member's paid leave time, those days shall not be deducted from the affected member's paid leave time if the District fails to notify the member and Association within 90 days. When the proper time line is followed the paid leave time shall be deducted from the member as it would normally have been.

B. Employees shall report unsafe or hazardous conditions, which endanger their health, safety or wellbeing to their immediate supervisor in writing. The Board shall respond in an expeditious manner.

C. 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.

D. The Board shall provide rest areas and rest rooms for employee use.

E. 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.

F. The Michigan Law regarding the use of corporal punishment by school employees governs use of physical force.

G. No employee shall normally be required to dispense or administer medication unless a written consent form is on file.

H. 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.

In the event that student behavior in the main office becomes unmanageable and no administrator is available in the building, the member may call for administrative assistance from another building or the superintendent's office. If no assistance is available, the member may call for law enforcement intervention.

I. The Board will provide an annual clothing allowance of $350.00 to maintenance and $135.00 for playground assistants. Playground assistants shall be defined as an assistant who is outside on a regular daily basis. Assistants who are not required to be outside on a regular daily basis will not be provided with a clothing allowance. All employees will receive their clothing allowance the first full pay period in September. Employees hired after the beginning of the school year shall receive a uniform allowance on a prorated basis. Proration year for the twelve (12) month

employees shall be July 1 to June 30. Proration shall be calculated by the month or major fraction thereof.

J. The Board shall reimburse employees for relicensing, but not for initial licensing, when such is required for the job.

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

L. Bargaining unit members who are assigned to students who have IEP's and/or Behavior Plans in place shall be invited to attend any meetings in regards to applying the provisions set forth in the student's plan. The bargaining unit member shall have the right, upon request, to review a copy of the student's multi-disciplinary evaluation team report, IEP, Individual Family Service Plan (IFSP), and any other information in the student's education records relating in any way to the student's school services being provided to the student. The Employer shall at that time advise the bargaining unit member that he/she is subject to confidentiality provisions of the Family Educational Rights and Privacy Act and the regulations promulgated pursuant to the Act.

M. In the event any error in any accounting is made that adversely affects any bargaining unit member, said error shall be brought to the attention of the member and the Association during that business quarter. The bargaining unit member will not be obligated to repay the district if the District fails to notify the affected member and Association within this time period. When the proper timeline is followed, the bargaining unit member shall have the option of the repayment being spread out over future pay periods.

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 GSSSA 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 purpose of this provision, all employees shall be placed in one of the following classifications based on their current assignments:
   1. Assistants
   2. Courier
   3. Maintenance
   4. Secretary
   5. Clerical

6. Paraprofessional*
7. Interventionist

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

D. The employer will develop Job descriptions for each classification 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 employee's 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 three 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 consecutive (30) workdays. Bargaining unit members using donated days to replace unpaid leave will still constitute unpaid leave.

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) day 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 (15) day 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 the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. In no case shall the employer employ a new employee while there are laid-off bargaining unit members who are qualified for a vacant or newly created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by the least senior bargaining unit member closest to the daily hours that the displaced member was working.

   For the purpose of displacing as described above, "Necessary skills" and "Qualified" will be determined using the following protocol:

   1. Administration will develop a written and/or performance-based test for each position/classification to be administered as the need arises due to vacancy in any position. The test will be administered to the employee and graded by the administration. The Association President may review the completed and graded test.
   2. The member wishing to displace another member will provide a resume, outlining their qualifications for the position they wish to displace.
   3. The administration may choose to conduct an interview with the person wishing to displace another employee. The Association President may observe the interview.

D. The use of bargaining unit seniority to displace another employee must be exercised within three (3) days of receipt of notification of layoff or displacement, whichever is applicable, or the right is forfeited.

E. Laid-off bargaining unit members shall be recalled after any displaced and/or currently employed members have had the opportunity to fill any vacancies.

F. A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.

G. 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. Bargaining unit members recalled to an equivalent position in hours and pay from that which they were laid-off and for which they are qualified, are obligated to take said work. A bargaining unit member who declines recall to work for which he/she is qualified shall forfeit his/her seniority

rights. Acceptance or refusal of recall to a position, which is lower in, pay, hours and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position.

J. In the event of a reduction in the work hours in a classification, bargaining unit members shall have the right to assume a position, for which they are qualified (see IX c) regardless of classification, which is held by the least senior bargaining unit member with hours closest to those from which they were laid-off. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) work days 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, which is not filled, that the Board wishes to fill. Substitutes or temporary employees from outside the bargaining unit will not be used to fill a vacant position for longer than twenty (20) working days. The Board shall use a current bargaining unit member for longer than twenty (20) days in the case of filling a position created by a bargaining unit member being on leave, if another bargaining unit member is interested in doing so and meets the job requirements as described in IX c.

B. If a bargaining unit member chooses to displace another bargaining unit member in the unit, they must first displace the least senior member within their classification. However, if the member is unable to displace another bargaining unit member in the same classification and still maintain their current hours, they may then choose to displace the least senior bargaining unit member in the bargaining unit closest to their hours regardless of classification provided they are qualified and possess the necessary skills under the guidelines in Article IX C of the Agreement.

C. All vacancies shall be emailed to all support staff via their school email address and posted on the school district website for a minimum period of ten (10) days. Hiring shall not take place until the ten (10) day posting period has expired. 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
    8. Date applications must be received by

Interested employees may apply in writing to the superintendent, or designee, within 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.

D. Procedure:
    1. Vacancies for Assistants, Clerks, Secretaries, Paraprofessionals, Maintenance, Courier and Interventionist shall consider and interview internal candidates first. Interviews will be led by a building administrator and include an agreed upon union member approved by the GSSSA Board and/or President. Decisions regarding internal candidates from the within

the bargaining unit will be judged on the basis of seniority, competency, qualifications and personality for the position. When hiring an internal candidate and the qualifications unit members are equal, the candidate with the most seniority shall be awarded the position. It is understood that the School Board has the right to determine qualifications. If it is determined by the committee that the candidates do not meet the standard of the position, external candidates may be interviewed and considered for a position. 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. When a position is posted and filled and then changed within sixty (60) working days that position shall be reposted.

E. The GSSSA President and a GSSSA Board Member 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.

F. In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a thirty (30) workday 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) work 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.

G. The parties agree that involuntary transfers of employees are to be minimized. The Board agrees to seek advisory input from the Association when making involuntary transfers.

H. 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 outside of their current classification, the employee shall receive wages at the step in that classification which will provide them an increase to their regular rate. If the temporary assignment is within their current classification, the employee will remain at their current step and rate.

I. 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.

J. 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)).

K. When an employee is required to work in another classification as part of their daily scheduled assignment, i.e. covering breaks and lunch periods for another classification, the employee shall be paid at the step in that classification which will provide them an increase to their regular rate when the wage for that classification is higher than the wage of their current classification.

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 advanced two (2) sick days on their date of hire, and on July 1st of each year thereafter, and then shall be credited one (1) sick day per month thereafter for each month worked. Sick days may accumulate to one hundred fifty (150) 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 workdays in a given month.
      b. Employees are not allowed to "borrow" un-accrued 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 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 spouse, children, step-children, parents, step-parents,

siblings, step-siblings, grandparents, step-grandparents, in-laws including mother, father, sister and brother.

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 his or her 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 five (5) paid 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, mother-in-law, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law. Bargaining unit members may take up to three (3) paid days per death not chargeable to sick leave for a death of someone not listed above. Additional days may be granted and deducted from paid leave if requested.

D. Four (4) days of personal leave shall be granted to full time employees and two (2) days of personal leave shall be granted to half time and part time employees on their hire date and on July 1st of each year thereafter 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 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 statute.

G. Two unpaid emergency days 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 LEAVE

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

For the purposes of this Article, the definition of a full-time employee is a person who works six (6) or more hours per day. There are currently six (6) unique groups of employees:

1. Full-time employees scheduled to work 12 months
2. Full-time employees scheduled to work 11 months
3. Full-time employees scheduled to work 10 months
4. Full-time employees scheduled to work the school year
5. Part-time employees scheduled to work 12 months
6. Part-time employees scheduled to work the school year

A. Employees in (groups 1, 2, 3, and 5) will be eligible for the following holidays:
   Labor Day (if working)
   November 15 (if working)
   Thanksgiving Day
   Day after Thanksgiving
   Christmas Eve Day (if working)
   Christmas Day
   New Year's Day
   Good Friday (if working)
   Memorial Day
   4th day of July (if working)

B. Employees in (groups 4 and 6) will be eligible for the following holidays:
   Labor Day (if working)
   November 15 (if working)
   Thanksgiving Day
   Day after Thanksgiving
   Good Friday (if working)
   Memorial Day
   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 the holiday of November 15 falls on a Saturday or Sunday it will become a non-paid holiday.

E. If a bargaining unit member is asked to work the holiday break period (December/January), they shall be paid for the applicable holidays when the "if working" definition is met.

F. Letters C, D, and E apply to all employee groups.

G. An employee that is regularly scheduled to work during the holiday break (December/January) will be paid for the following holidays: Christmas Eve Day, Christmas Day, and New Year's Day. These employees are currently secretaries, maintenance, courier, and mechanics.

   Other employee classifications may be asked to work during the above listed holidays and would then fall under Article XIII E.

   Any employee who is not regularly scheduled to work during the Christmas or Spring breaks will not be paid for the above listed holidays.

   Employees who are regularly scheduled to work during the Christmas or Spring breaks may still be allowed to use paid leave time during the break period at the approval of their supervisor without it affecting their paid holiday time.

ARTICLE XIV—VACATIONS

A. Vacations shall accrue as follows:
   1. Ten, eleven and twelve month 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 (10th) 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 according to the Vacation Day Accrual Chart follow Article XIV A 5.
   3. Upon completion of the fifteenth (15th) 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 according to the Vacation Day Accrual Chart follow Article XIV A 5.
   4. Upon completion of the twentieth (20th) 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 according to the Vacation Day Accrual Chart follow Article XIV A 5.
   5. Eligible full time (9) nine month employees hired prior to July 1, 1991, shall have the appropriate days added on their tenth (10th), fifteenth (15th), and twentieth (20th) 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 time according to the Vacation Day Accrual Chart follow Article XIV A 5, as appropriate, September through May.

Vacation Day Accrual Chart for all Employee Groups

Employee Groups	Up to 10 yrs.	11-15 years	16-20 years	21+ years
9 months	9 days per yr. (1 day per month)	12 days per yr. (1.33 days per month)	15 days per yr. (1.66 days per month)	18 days per yr. (2 days per month)
10 months	10 days per yr. (1 day per month)	13 days per yr. (1.33 days per month)	16 days per yr. (1.66 days per month)	19 days per yr. (1.9 days per month)
11 months	11 days per yr. (1 day per month)	14 days per yr. (1.27 days per month)	17 days per yr. (1.54 days per month)	20 days per yr. (1.81 days per month)
12 months	12 days per yr. (1 day per month)	15 days per yr. (1.25 days per month)	18 days per yr. (1.5 days per month)	21 days per yr. (1.75 days per month)

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 forty-two one hundredths (0.42) days per month.
6. Up to five (5) vacation days may be carried over to the following year.
7. Employees must request vacation at least forty-eight (48) hours in advance, except under extenuating circumstances.
8. 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.
9. For accrual purposes, an employee must work more than half of the workdays in a given month unless on paid leave.
10. Employees are not allowed to borrow uncredited vacation.

ARTICLE XV—VACATION DAYS

The definition of full-time is a person who works six (6) or more hours per day.

A. Full-time eligible employees hired prior to July 1, 1991 shall have the following options for vacation days:
   1. Carry over up to five (5) vacation days per year;
   2. Receive a payout for all unused vacation days at the end of the school year;
   3. Carry over up to five (5) vacation days and be paid for the balance of unused vacation days; or
   4. Carry over up to five (5) vacation days and convert the balance of unused vacation days to sick days.

B. The district shall send a form (Form HB7191) to all eligible employees on or about June 1st of each year. Employees, as outlined above, shall indicate the method in which they want to utilize their vacation days by filling out said form and returning it to the business office by July 1st of each year. Failure to submit said form by July 1st shall result in the employee being paid for any unused vacation days.

   1. Vacation Day payout checks for eligible employees shall be made in a separate check and will be made in conjunction with the first pay of July.

C. Full time ten, eleven, or twelve month employees hired after July 1, 1991, shall have up to five (5) vacation days carried over and the remaining unused vacation converted into sick days and added to their bank at the end of the school year. These employees have no option of vacation day payout. The district shall send a form (Form HA7191) to all eligible employees on or about June 1st of each year. Employees, as outlined here in paragraph C, shall indicate the method in which they want to utilize their unused vacation days by filling out said form and returning it to the business office by July 1st of each year. Failure to submit said form by July 1st shall result in the employee's remaining unused vacation days being converted to sick leave and added to their sick bank.

ARTICLE XVI—GRIEVANCE PROCEDURE

For the 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:
   a. 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) 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 American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding, shall select the arbitrator. 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 arbitrator and that judgment thereon may be entered in any court of competent jurisdiction. The parties shall share the fees and expenses of the arbitrator equally.

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 XVII—INSURANCE

A. The Board shall fully fund the cost of medical insurance to all full time eligible bargaining unit members up to the state mandated cap. Premiums beyond the cap will be paid by the employee subject to payroll deduction. Dental, Vision, Life, LTD, and all other benefits shall also be fully funded by the employer at the amount of $140/month (averaged over 12 months). The employee

through payroll deduction will pay increases beyond the allowed $140/month (averaged over 12 months) amount. In the event an HSA or High Deductible plan is elected, the employer will fund the deductible amount in two installments. Installment one at the beginning of the plan year and installment two at 6 months after the plan date.

B. If an employee's spouse maintains health insurance through their employer the employee will not be eligible for the District's health insurance coverage. (The employee may not be covered under two health insurance plans.)

C. In the event an employee who currently has an HSA deductible funded through the district, retires, resigns, is terminated or is placed on lay off, the monthly installments which are paid six months at a time will be prorated based on the date in which they left active employment. An eligible new hire or a current employee who becomes eligible for insurance will also have their district funded HSA deductible prorated based on the date in which they became an active, eligible employee. The employee will be responsible for repaying any advanced deductible funding for months in which the employee was not actively employed by the District by the end of the calendar year in which it was deposited.

   (i.e., The District deposits six months of the funded deductible amount into an employee's HSA account on January 1st. That employee retires on January 31st. The employee will be responsible for repaying months February through June (5 months) of the advanced deductible funding.)

   If an employee knows that they will be retiring or resigning before the end of one of the six (6) month funding period(s), they can notify the District prior to the six (6) month installment being deposited and request that funding be prorated for the months in which they plan to be actively employed by the District. This would prevent the need for an employee to repay any advanced deductible funding for months in which they were not actively employed by the District. An employee would need to notify the District at least one (1) week prior to January 1st or July 1st, during the corresponding period in which their retirement or resignation will be effective in order to avoid having an excess amount deposited into their HSA account.

D. The District shall maintain a premium only Section 125 Plan for eligible employees.

ARTICLE XVIII—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 are just cause for termination. A copy of the written disciplinary action given the employee will be given to 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 disciplinary action. 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 Step 2 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.

F. In the case of discharge, the employee shall be compensated for all unused vacation, days at their current rate of pay. This amount will be paid in the first pay period following the last day of employment.

ARTICLE XIX—EVALUATION PROCEDURE

A. The evaluation process is t be used to provide feedback to GSSSA members regarding their performance in their job duties

B. Support staff members will be evaluated on a one (1) year cycle.

C. Evaluations shall be based upon the employee's regular work as outlined in his/her job description.

D. All monitoring or observation of the work of each employee shall be conducted in person and with the full knowledge of the employee by the employee's immediate supervisor or another regularly employed administrator of the school district.

E. Employees changing positions within a classification or changing classifications will be evaluated during the first year of their new placement. The evaluation period will commence following the thirty (30) day trial period. The employee will be given written notice within five (5) working days of commencement of the evaluative period. This notice will include which administrator is responsible for conducting the evaluation.

F. Employees to be evaluated will be notified by letter no later than the third (3rd) Monday in September. New employees hired after the third (3rd) Monday in September will receive

written notice within thirty (30) days of their hire date that they will be evaluated and which administrator will be responsible for conducting the evaluation.

G. If a member is to be evaluated outside of the scheduled rotation and is not changing positions or classifications, that member must be notified in writing no later than the third (3rd) Monday in September. The notification must specify why the employee is being evaluated outside of the rotation and which administrator is responsible for the evaluation.

H. The completed evaluation will be presented to the employee during an individual conference with their supervisor no later than 5 working days after the supervisor has completed their observations. In no case shall the employee's signature on the evaluation form be construed to mean that they agree with the contents of the evaluation.

I. If an employee disagrees with all or part of the evaluation, they have the right to write a rebuttal to their evaluation and to have it attached to the final copy. The completed evaluation will be placed in the employee's personnel file.

J. If an employee has two (2) years of unsatisfactory evaluations they may be dismissed from the district.

ARTICLE XX—RETIREMENT

A. Procedure:
   1. To be eligible, the employee must have been employed in the Gladwin Community Schools a minimum of fifteen (15) years and provide proof of acceptance for retirement under the Michigan Public School Employees Retirement System.

   2. $250 per year for experience in the Gladwin Community Schools shall be paid to the retiring employee. This amount will be paid in the first pay period following the last day of employment.
   3. Employees shall be compensated for up to thirty-five (35) unused sick days at their Step 1 rate of pay. Any unused sick days above thirty-five (35) and up to one hundred fifty (150) unused sick days shall be compensated at 50% fifty percent of their Step 1 rate of pay. This amount will be paid in the first pay period following the last day of employment.

   4. Employees shall be compensated for any unused vacation days at their current 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.

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.

ARTICLE XXII-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 XXIII—DURATION OF AGREEMENT

A. The conditions of this Agreement shall be effective as of July 1, 2023 and upon ratification by the Association and the Board. This Agreement shall continue in full force and effect until the 30th day of June, 2024. 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.

C. This Agreement, entered into this 1st day of July, 2023 by and between the Board of Education of the Gladwin Community Schools, hereinafter called the "Board" and the Gladwin Schools Support Staff Association hereinafter called the "Association".

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives on this _____day of _____, 2024.

GLADWIN COMMUNITY SCHOOLS BOARD OF EDUCATION:

GLADWIN SCHOOLS SUPPORT STAFF ASSOCIATION:

BY: _____ BY: _____
Superintendent GSSSA President

BY: _____ BY: _____
Board of Education President GSSSA Vice-President

ARTICLE XXIV—SALARY SCHEDULE A

Includes 3% wage increase

2024-25 Wage Scale

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistants	$13.39	$13.89	$14.29	$14.94	$15.45	$16.81
Clerks	$13.39	$13.89	$14.29	$14.94	$15.45	$16.81
Secretaries	$16.02	$16.52	$17.02	$17.58	$18.13	$21.27
Paraprofessional	$13.91	$14.42	$15.19	$16.27	$17.92	$19.35
Maintenance	$16.02	$16.52	$17.02	$17.58	$18.13	$21.27
Courier	$11.70	$12.10	$12.86	$13.91	$14.94	$16.28
Interventionist	$16.97	$18.30	$19.41	$21.00	$22.35	$23.69

2025-26 Wage Scale

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistants	$13.79	$14.32	$14.72	$15.39	$15.91	$17.31
Clerks	$13.79	$14.32	$14.72	$15.39	$15.91	$17.31
Secretaries	$16.50	$17.02	$17.53	$18.11	$18.67	$21.91
Paraprofessional	$14.33	$14.85	$15.65	$16.76	$18.46	$19.93
Maintenance	$16.50	$17.02	$17.53	$18.11	$18.67	$21.97
Courier	$12.01	$12.46	$13.25	$14.33	$15.36	$16.77
Interventionist	$17.00	$18.50	$19.50	$21.25	$22.50	$23.75

Shift Differential	$0.60
Lead Secretary	$0.30
Lead Maintenance	$1.50

A. If at any time any step on the wage scale falls below the state minimum wage, that step will be adjusted immediately to equal at least the state minimum wage.

B. Maintenance personnel who earn or possess an industry recognized/District approved certification in HVAC, Electrical or Plumbing will receive a $5/hour pay increase. The certification and pay increase are subject to approval by the District.

    1. Gladwin Community Schools may approve reimbursement of tuition costs for a maintenance employee who chooses to pursue one of the above-mentioned industry certifications with an agreement that they will continue regular employment with Gladwin Community Schools for a contracted period of time after completing the certification. A formal contract will be developed if the District approves this arrangement for an employee.

C. All new support staff hires are hired at step 1 of the wage scale.