# AGREEMENT

between

the

# NORTH ADAMS-JEROME SCHOOLS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, HLCEA/MEA/NEA

and the

# BOARD OF EDUCATION NORTH ADAMS-JEROME SCHOOLS

January 1, 2024– June 30, 2026

# AGREEMENT

This Agreement is made and entered into this first day of November 27, 2023 by and between the North Adams-Jerome Schools, hereinafter referred to as the "Employer" and the North Adams-Jerome Schools Educational Support Personnel Association, HLCEA/MEA/NEA, hereinafter referred to as the "Union."

# PREAMBLE

WHEREAS, the Employer and the Union recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the Employer and the Union have entered into good faith negotiations and reached agreement upon wages, hours and other terms and conditions of employment; and

WHEREAS, both the Employer and the Union desire to establish cooperative and harmonious labor relations founded upon a mutually agreeable contractual relationship.

The Employer and the Union do hereby set forth and memorialize this Master Agreement as their express and entire contractual commitment.

# ARTICLE I – RECOGNITION

A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for its employees in the bargaining unit defined as: All full-time and regularly scheduled part-time aides/assistants, media technician, custodial/maintenance, food service, secretarial/clerical, school nurse and bus driver employees, excluding administrative secretary, bookkeeper, maintenance supervisor, hot lunch supervisor, director of transportation/bus mechanic, substitutes, temporary, and all other employees.

B. The term "employee," singular or plural, as used hereinafter in this Agreement shall mean a member of the bargaining unit as defined hereinabove. Reference to one gender shall include the other.

C. A "substitute" employee as referred to in Section A., above, means a person employed by the Employer to perform bargaining unit work in the absence of a bargaining unit member or during the period of a vacancy

until a person is hired into the bargaining unit position through the selection procedures.

D. A "temporary" position means a position created by the Employer to do additional, seasonal, casual and/or ad hoc work for a specified period of time not to exceed ninety (90) workdays. A temporary position may be used, provided no regularly scheduled bargaining unit employee in the classification where the work arises loses any work time as a result thereof. Temporary positions shall not be used to perform any regularly scheduled work within a classification from which a bargaining unit employee is on layoff.

## ARTICLE II - RIGHTS OF THE EMPLOYER

A. The Employer hereby retains and reserves unto itself the right and ability to exercise all of its inherent and legal rights, authority, powers and prerogatives vested in it as a public employer of the State of Michigan, including and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities and operations;

2. Hire all employees, determine their qualifications and the conditions for their continued employment, evaluate their performance and direct the activities and work of its employees;

3. Assign, transfer, promote, demote, discipline, suspend and/or discharge employees;

4. Determine the size of the work force, positions of employment, job descriptions and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;

5. Establish, publish and distribute, new or revised policies and/or rules and regulations regarding the conduct and behavior of its employees, the manner and method of performing work and the procedures for administering and accounting for employee attendance and use of benefits;

6. Establish, modify, change, reduce or cancel any work hours, work days, business hours, business days, school days, and/or school schedules, calendars and hours of operation.
7. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof.

8. Determine the standards of operation and performance and determine the means, method and processes of performing and/or accomplishing the work to be done including the assignment and distribution of tasks and work among the work force of the school district, contracting with any other person or business entity and/or the use of volunteers;

9. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, and amount of supervision and table of organization.

B. The exercise of the foregoing rights, authority, powers and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in the connection therewith shall be limited only by the specific and express terms of this Agreement provided such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE III - UNION REPRESENTATION

Should any of the provisions of this section be found contrary to law by a court or administrative agency of competent jurisdiction, only those portions of this article found contrary to law shall be stricken and all other parts or portions of this article shall remain in full force and effect. A determination that any part of this article is contrary to law shall not affect the terms and conditions of the remainder of the collective bargaining agreement which will remain in full force and effect.

A. No later than September 15, of each year, the Union shall notify the Employer in writing of those local officers and representatives with whom it will be conducting business on behalf of the employees and the authority and capacity of those officers and representatives. It shall notify that Employer in writing of any changes in the identity, capacities or authority of those officers and representatives.

B. Employees who are designated as authorized officers and/or representatives of the Union and are engaged in meetings with representatives of the Employer which are scheduled by mutual agreement of the authorized representatives of the Employer and the Union to take place during work time, shall be released from work without loss of pay to participate in the scheduled meetings. Agreement to meet during work time on any occasion for any purpose under this provision shall not establish any precedent nor contribute any binding practice between the parties with respect to meeting during work time or any other arrangements for future meetings between them.

C. The Union may post notices of activities and matters of Union concern on bulletin boards provided by the Employer at least one of which or a portion of one shall be provided in each school building. Such notices shall not contain statements detrimental to maintaining an orderly, efficient and productive work place. Such notices must be authorized and signed by the appropriate designated officer or representative of the local Union.

D. Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on Employer premises at all reasonable times provided that this shall not interfere with or interrupt normal operations.

E. The Union shall be permitted to use Employer buildings before or after school hours for meetings, provided that when special custodian service is required, the Employer may make a reasonable charge therefore. Prior to the use of school facilities, the Union shall complete and submit a building use form in accordance with Board of Education policy as applied to other school affiliated groups. There will be no charge except as provided above.

F. The Employer and Union acknowledge that pursuant to their obligations under the Michigan Public Employment Relations Act, MCL 423,201, et seq., the parties are entitled to obtain available information that is relevant and necessary for the purpose of collective bargaining and/or the processing of a grievance through the grievance procedures of this Agreement.

G. According to relevant provisions of the Michigan Civil Rights Act, MCL 37.2101, et seq., and the Michigan Handicappers Civil Rights Act, MCL 37.1101, et seq., the provisions of this Agreement shall be applied without regard to religion, race, color, national origin, age, sex, height, weight, marital status and/or a handicap unrelated to the ability to perform the position of employment.

H. According to the provisions of law, MCLA 423,501, et seq., each employee shall be permitted, upon request to review the contents of his/her own personnel file and to add written attachments to materials thereof. A representative of the Union may, at the employee's request, accompany the employee in this review.

I. The Employer and the Union hereby acknowledge that pursuant to the provisions of the Michigan Public Employment Relations Act, MCL 423.201, et seq., each bargaining unit employee has the right to join and/or participate in the lawful protected activities of the Union or refrain there from. The Employer and the Union agree that neither party will directly or indirectly discourage, deprive, or coerce any bargaining unit employee in violation of the employee's rights conferred by the provisions of the Michigan Public Employment Relations Act, MCL 423.201, et seq., and that neither party will discriminate against any bargaining unit employee with respect to the wages, hours, terms and/or conditions of employment as set forth in this Agreement, by reason of his/her membership or non-membership in the Union and/or by reason of his/her involvement or non-involvement in lawful protected activities of the Union.

J. The Association shall have the right to send a representative to meetings involving the Administration and teaching staff where the school calendar is being discussed or established.

## ARTICLE IV – SENIORITY

A. Seniority shall be defined as the length of an employee's continuous and uninterrupted service in the bargaining unit classification from the employee's most recent date of hire, first day of work. Seniority is not cumulative between classifications and may be exercised only within the classification in which it is accumulated. Movement from one classification to another shall not terminate seniority the employee has accumulated in other classifications during that employee's current period of employment. Effective July 1, 1992, time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority but shall not constitute a break in continuous employment.

B. Bargaining unit classifications shall be:

1. Food Service
2. Secretarial/Clerical
3. Aides/Assistants
4. Transportation
5. Custodial/Maintenance

6. School Nurse
7. Media Technician

C. Employees shall not acquire or exercise seniority until satisfactory completion of the probationary period of ninety (90) workdays actually worked from the date of hire, (first day of work). At any time prior to completion of the probationary period, the employee may be terminated at the discretion of the Employer without appeal or contest by the Union. After satisfactory completion of the probationary period, the employee shall be credited with seniority from the date of hire.

D. The Employer shall prepare and maintain a seniority list showing the employee's name, date of hire, present position, present classification and classification seniority ranking in each classification for each employee of the bargaining unit. A copy of the seniority list shall be furnished to the Union by October 1 each year reflecting seniority as of the prior date of July 1. In the event more than one employee has the same length of service, seniority ranking shall be determined by ranking those employees in order of the highest four-digit numbers taken from the last four digits of each employee's social security number. The Employer shall also notify the Union of new hires, resignations, terminations or leaves of absence in a timely manner.

E. Seniority shall be lost by an employee upon resignation, retirement, quit, abandonment or discharge. Any person previously employed and rehired after having terminated his/her employment shall begin as a new hire from his/her most recent date of hire and shall not retain any seniority from his/her previous employment with the Employer. An employee who accepts a non-bargaining unit position with the Employer shall retain the right to exercise all seniority earned in the bargaining unit for return to the next vacant bargaining unit position in his/her former classification provided the employee gives notice of his/her desire to return within twelve (12) months of his/her transfer. Failure to accept the next vacant position will result in termination of all rights in the bargaining unit.

## ARTICLE V - WORKING CONDITIONS

A. The regularly scheduled daily hours of employees shall be set by their supervisors and written notification thereof shall be provided to each employee. The employee shall be notified in writing of any changes in his/her regularly scheduled daily hours by his/her supervisor one week before the new school year or in a reasonable time after knowledge of future changes during the school year.

B. Support Staff who wish to leave the building for a lunch period must clock out upon leaving the building and clock back in upon entering the building. Taking a lunch break outside of the building is optional to each support staff member and will be unpaid. Support Staff who choose not to leave the building during a lunch period will be paid for their lunch period.

C. Any incident of a physical assault and/or verbal threat of physical assault by any person upon the person of a bargaining unit employee, arising out of and in the course of his/her employment, shall be promptly reported to the Employer by those bargaining unit employees who observed the incident. Upon request of the bargaining unit employee assaulted or threatened, the Union may advise the employee with respect to his/her alternatives in the matter. Upon request of the bargaining unit employee assaulted or threatened, the Employer will provide information and assistance to the employee regarding the filing of charges with law enforcement authorities with respect to the assault or threat.

## ARTICLE VI - DISCIPLINE AND DISCHARGE

A. Upon satisfactory completion of the probationary period, an employee will not be disciplined or discharged without just cause.

B. An employee shall at all times be entitled to have present a representative of the Union when involved in an investigatory interview which could result in discipline of the employee or when the employee is being disciplined or discharged. When a request for such representation is made, no questioning of the employee regarding the matter shall take place until such representative of the Union is present. Such request is solely the responsibility of the employee.

## ARTICLE VII – VACANCIES

A. A vacancy is defined as a newly created or existing bargaining unit position that is unoccupied and to be filled after any recalls from layoff or returns from leaves have been made. This would include any opening that would occur during the normal school year.

When a position becomes available, the open position is posted internally for five (5) business days and an email is sent out to all employees. This email comes from Human Resources, Desiree Gardella. After the five (5) day internal posting, the position is posted for external applicants.

B. The Employer will post notice of all vacancies on a designated bulletin board in each school building in which bargaining unit employees' work and provide a copy to the Union President. During the summer vacation period, the Employer shall provide the Union President with a copy of the posting by mail sent no later than the time of posting. All such vacancies shall remain posted for a period of at least five (5) working days prior to being filled. Said posting shall contain the following:

1. Title of position and classification.
2. Summary of principal duties of the position.
3. Anticipated starting date.
4. Current rate of pay.
5. Currently scheduled work hours.

C. Any available summer work will be offered to the most senior employee in the classification and, if not filled, then posted and filled as per the Master Agreement. Pay shall be at the classification pay rate.

D. Applications for vacancies will be taken from internal and external applicants. The Employer will give preference to an internal applicant in filling a vacancy when the internal applicant's qualifications, experience and other relevant factors are equal to or better than those of any external applicant for the vacancy.

E. A bargaining unit employee who is awarded a vacancy in a new classification shall be on trial status in the vacancy for a period of twenty (20) work days actually worked. In the event that the employee does not demonstrate the ability to perform the duties of the job to the satisfaction of the Employer during the trial period; or, upon the request of the employee; the Employer will return the employee to his/her former position, which shall not be filled during the employee's trial period.

## ARTICLE VIII - LAYOFF OF EMPLOYEES

A. When the Employer decides to reduce the number of employees within the bargaining unit, employees shall be laid off in order of least seniority within the classification being reduced, provided there are more senior employees remaining within the classification who are qualified and able to perform all the job duties of the less senior employees being replaced and laid off. Employees laid off from a classification shall, upon written request, be retained in positions in former classifications in which they have retained seniority provided they are more senior and presently qualified and able to perform all the job duties of less senior employees in

the former classification being replaced and laid off.

B. Employees to be laid off and/or have a reduction in current hours of employment shall receive at least twenty-one (21) calendar days written notice of layoff and/or reduction of hours by the employer prior to the effective date.

C. When employees from a classification are on the recall list and vacancies become available in a bargaining unit classification, employees on layoff from the classification in which the vacancy arises or employees on the recall list who have retained seniority in the classification will be recalled first in order of the greatest seniority within the classification provided they are qualified and able to perform all of the job duties of the position. Qualified is defined as past satisfactory work experience in the classification.

D. The Employer shall maintain a laid off employee on the recall list for a period equal to the employee's length of seniority in all classifications not to exceed five (5) years. Employees must advise the Employer of any change in address. Recall notice will be sent by certified mail, return receipt requested, to the last address on file with Employer. Failure to respond within five (5) workdays or return of notice without forwarding address will justify bypassing the employee for the position.

## ARTICLE IX – EVALUATION

A. Probationary employees shall be evaluated a minimum of one (1) time during their probationary period.

B. When a formal written evaluation is conducted, a minimum of once every three years, an evaluation conference shall be held with the employee evaluated prior to the evaluation being placed in the employee's personnel file.

C. The employee shall be provided a copy of the formal written evaluation and shall sign the evaluation, acknowledging that a conference has been held and receipt of a copy of the evaluation. The employee's signature shall not mean the employee agrees with its content unless expressly stated so.

D. An employee who has been evaluated shall be able to attach a statement to the evaluation to be placed in the employee's personnel file. The statement shall be submitted to the evaluator in order that the employee and evaluator have an opportunity to discuss the employee's concerns

about the evaluation.

E. Materials originating after initial employment will be placed in an employee's personnel file only after the employee has had an opportunity to review the material.

## ARTICLE X - AUTHORIZED LEAVE

A. Paid Leave:

Each school year the non-probationary employee shall be granted fifteen (15) days of leave, the unused portion of which shall accumulate to a maximum of one hundred thirty (130) days. A day is the number of hours of normal schedule. The current year's days shall be in addition to the maximum. In the event that more leave days are used than have been accumulated at a particular point in time, an adjustment in pay will be made in the remaining paychecks after the end of the school year.

Any non-probationary employee in their first year of employment with the District shall earn one leave day for each thirty (30) calendar days of employment following the completion of their probationary period. This agreement will be in effect beginning the 2021-2022 school year with all new hires for the HLCEA/MEA/NEA bargaining unit.

Once an employee has accumulated thirty-six (36) days of leave time, he/she may return the current years leave days to the school district and be compensated at the rate of fifteen dollars ($15.00) per day.

Leave days may be taken for the following reasons and subject to the following conditions:

1. An employee may use all or any portion of his/her leave to recover from his/her own illness or disability. An employee may elect not to use his/her accumulated leave, or any portion thereof, during a period of personal illness or disability and take a leave of absence without pay pursuant to Section B (Unpaid Leaves), subsection 1.

2. The Employer may require the verification of the disabling illness or injury of the employee, including a projected recovery date, from a physician of its choice.

3. An employee may use any portion of his/her leave for illness in the immediate or step-family. Immediate or stepfamily shall be defined as below.

4. A maximum of five (5) consecutive leave days may be used for the purpose of attending the funeral of a member of his/her immediate or step-family, limited to father, mother, grandparent, father-in-law, mother-in-law, brother, sister, spouse, child, grandchild or others living permanently in the home prior to death.

5. An employee planning to use a leave day or days shall notify the building administrator at least forty-eight (48) hours in advance except in the case of an emergency. Leave days may not be taken before or after holidays or on the last day of school except with the approval of the administration. No employee shall use personal or unpaid leave time to work a second job or try out a job with another employer.

6. Jury Duty. A bargaining unit employee, who is not a party to the litigation and who is called for jury duty, subpoenaed to appear as a witness in a judicial or administrative proceeding other than as a witness for the Union or asked to appear as a witness by the Employer in any proceeding shall suffer no loss of compensation due to his/her absence from his/her regular duties of employment for the time required which conflicts with his/her scheduled work. The employee will report to work when released from jury duty or as a witness to resume his/her scheduled work. The Employer shall not be obligated to pay the employee more than his/her regular rate of pay for the scheduled hours missed minus any amounts to which the employee is entitled from the court or the part requiring the appearance. The employee must advise the Employer of the necessity for the absence as soon as he/she is advised of the obligation to serve or appear.

7. Worker's Compensation Benefits. In cases where the employee receives benefits under the Worker's Compensation Act, the employee can use his/her accumulated leave days on a prorated basis to supplement his/her benefits received under Worker's Compensation to receive his/her regular pay, provided such use of leave time does not result in a reduction or offset to his/her worker compensation benefits.

B. Unpaid Leaves:

1. Requests. Employees may submit requests for leaves of absence without pay to the Employer for consideration. The requests shall be in writing on the application provided by the Employer and contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the Superintendent for consideration. The Employer shall provide an answer granting or denying the leave of absence as requested. The Employer may indicate an alternative arrangement for leave of absence in its answer, which the employee may accept by submitting an amended application.

2. Disability Leave. An employee who is incapacitated or disabled due to a personal illness, an accidental injury or an injury compensable through Worker's Compensation benefits and who has exhausted all earned and accumulated paid leave, shall be placed on an extended disability unpaid leave of absence for the duration of his/her disability up to one (1) year. The Employer may require verification from a physician of its choice of the illness, injury or disability, including a projected recovery date. Employees must make application to their supervisor. The application must contain a statement of the duration of the leave requested. The application shall be forwarded to the Superintendent for a disposition granting or denying the leave.

3. Expiration of Leave. Upon expiration of a leave of absence, an employee shall be returned to his/her position, if in existence, or if not, to a comparable position. Return to a position shall be subject to the operation of the assignment procedures of this Agreement. Seniority shall resume accumulation from the date the leave commenced without credit for the time spent on leave of absence. The Employer may require a statement from a physician verifying the employee's fitness to return to work.

C. Family and Medical Leave:

To the extent required by the provisions of the federal Family and Medical Leave Act, an eligible employee shall be granted leave for the purposes and subject to the terms, conditions as provided by that law in all respects.

# ARTICLE XI - COMPENSATION AND INSURANCE BENEFITS

A. Hourly wage rates for the respective positions and classifications covered by this Agreement are set forth in Appendix A, which is attached to and incorporated herein.

B. Payroll will be issued on the 10th and 25th of each month. If the 10th or 25th should fall on a non-scheduled school day, payroll will be issued on the day preceding the non-scheduled school day. Non-year-round employees may select nineteen (19) or twenty-four (24) pays. The employee must notify the superintendent, in writing, by August 1st. Employees shall inform the bookkeeper in writing as to where the employee's check is to be deposited by August 25th.

These two elections will remain in effect until the employee elects to make a change. Changes must meet the aforementioned deadlines**.**

C. All hours worked by an employee in excess of forty (40) hours worked during a work week (12:00 AM Sunday to 11:59 PM Saturday) will be paid at the rate of one and one-half (1-1/2) times the employee's applicable hourly rate for calculation of overtime as prescribed by law.

D. All full-time employees that work twelve (12) months and average thirty-five (35) hours a week, and secretaries working three (3) weeks prior and three (3) weeks after student school year, which is defined as the number of student days in the calendar for the school, will receive:

Insurance Coverage (PAKS A, B) shall be effective January 1, 2023 through December 31, 2026.

A. Health/Dental/Vision/Life/LTD Benefits

Each teacher may elect one of the insurance benefit plan options below:

**PAK A**

- BCBSM PPO – SEE PLAN DOCUMENTS
- Dental (100/100/90/50, $1,000 annual max, $1,000 Ortho max)
- LTD (90 days, 66 2/3%, $2500 max)
- Life and AD&D $50,000
- Vision – VSP-3

Caps on the premium for health insurance shall be set pursuant to Public Act 152 of 2011 for medical/health insurance coverage only (not including LTD, Dental, Negotiated Life and Vision toward which the employee will pay 20% of the premium).
The Board "hard cap" contribution will be adjusted annually as allowed by Public Act 152.

Employees will pay 10% of PAK B coverages from MESSA.

| | |
|---|---|
| Neg. LTD: | 66 2/3% Max: $2,500 |
| Delta Dental: | 100/100/90/50:1000/1000:2 |
| Life: | $50,000 |
| AD & D | $50,000 |
| Basic Term Life w/Med: | $5,000 |
| Vision: | VSP-2 |

When reaching the age of 65 and employee starts to receive Medicare:

1. If the employee is getting Medicare but not getting Social Security the employer can directly pay for the premium. The employee will bring in the statement for the employer to pay directly to the insurance company.

2. If the employee is getting Medicare and Social Security, then the employee must bring in a statement from Social Security to show that Medicare is directly being deducted from their Social Security check.

The employer will reimburse the employee for the amount of Medicare.

All employees eligible for health care and electing no health insurance and taking MESSA PAK B shall receive a $300/month TSA

E. Each twelve-month employee shall receive an annual paid vacation according to the following schedule of completed service as of June 30 of each year:

| **Completed Service** | **Vacation Days** |
|---|---|
| 1-5 Years | 5 Days |
| 6-10 Years | 10 Days |
| 11 + Years | 15 Days |

Employees whose employment is terminated for reasons other than discharge for cause and employees who are on unpaid leaves of absence, shall receive a prorated number of vacation days for which they would become eligible at the completion of the current twelve (12) month period, based upon the number of months of work completed prior to the employee's termination date or the date the employee commenced the unpaid leave of absence, whichever is applicable.

The Employer may require available vacation to be taken during summer vacation period. Written application for vacation of one (1) week or more must be submitted to the supervisor for approval at least thirty (30) days in advance of the time the employee wants to be off duty. Vacation allowance may not be accumulated from one year to the next, unless approved in writing by the employee's immediate supervisor.

F. Any bargaining unit member accepting the responsibility for calling substitutes shall be paid an additional Two Hundred Thirty dollars ($230.00) per month**.** The employer shall cover all telephone expenses, if calls are made from the employee's home.

G. All bargaining unit members shall have the following days off with pay: Labor Day, Thanksgiving Day, and Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday and Memorial Day. Employees that work 12 months shall also have July 4$^{th}$ as an additional paid holiday. Should the day fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

H. Employees who are not to report to work on scheduled hours of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemic, mechanical break downs or health conditions as defined by the city, county or state health authorities, will be paid for such hours. Employees who are not to report on the canceled school days shall work on any rescheduled days of student instruction which are established by the Board required by the State of Michigan for full state funding and will not be paid at their regular rates of pay for the rescheduled days. Employees required to work on days when school is not in session shall be paid their regular rates of pay for such days.

I. An employee who receives notice of layoff and who is paid unemployment compensation benefits during the summer immediately following receipt of the layoff notice and who is subsequently recalled at the beginning of the next school year, will be paid a wage rate, such that his/her unemployment compensation plus annual earnings at the adjusted wage rate will be equal to the annual earnings he/she would have made for the school year had he/she not been laid off and collected unemployment benefits during the summer months.

J. An employee shall be paid at wage rate (bus drivers' rate will be extra run rate) for the actual time he/she is in attendance and/or participating in a training and/or testing session related to his/her job which is required by law or by the employer. All probationary employees shall be reimbursed their hourly rate (bus drivers' rate will be extra run rate) for said trainings or testing, upon the completion of their probationary period.

K. Any member of this bargaining unit that leaves the unit after eleven (11) years of continuous service will be paid twenty-five dollars ($25.00) for each leave day that he/she has accumulated to a maximum of three thousand two hundred and fifty dollars ($3250.00).

## ARTICLE XII - GRIEVANCE PROCEDURE

A. A grievance is defined as a claim by an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement. The following subjects shall not constitute the basis for any grievance and are hereby excluded from any consideration under the grievance procedure and shall not be processed:

1. The termination of any probationary employee.
2. The content of any performance evaluation.
3. The content of any job description.

B. **Step One**. The employee or Union must file any grievance in writing with the immediate supervisor within ten (10) workdays of the occurrence of the events upon which it is based. The substance of the grievance must have been discussed orally with the immediate supervisor prior to the filing of the grievance. The supervisor must have been advised in the oral discussion that the events being discussed could form the basis of a grievance and the terms of the Agreement upon which it would be based. Failure to do so will invalidate the grievance. If the immediate supervisor is unavailable prior to the deadline for filing a grievance, the oral discussion may take place with the Superintendent or his designated representative.

When a written grievance is filed with the immediate supervisor after the oral discussion and within ten (10) work days of the occurrence of events upon which it is based, the immediate supervisor shall respond in writing within ten (10) work days following receipt of the written grievance.

If the employee is not satisfied with the written response of the immediate supervisor or if no response is made within the ten (10) work day period allowed for the response, the employee may appeal the grievance to Step Two within ten (10) work days from the date of the immediate supervisor's written response or the deadline for the response, whichever occurs first.

**Step Two**. A copy of the written grievance with any responses must be filed with the Superintendent or his designated representative within the ten (10) workday appeal period. Upon receipt of the written grievance within the timelines provided for appeal, the Superintendent shall arrange to meet with the employee and the Union representative to discuss the grievance. The Superintendent shall have ten (10) workdays following the discussion within which to respond in writing to the employee and Union representative.

If the employee or the Union is not satisfied with the written response of the Superintendent or if no response is made within the timeline specified, the employee may appeal the grievance to the Board of Education by filing a copy of the grievance and any responses with the Secretary of the Board of Education within five (5) work days after receipt of the Superintendent's response or the deadline for the response whichever occurs first.

**Step Three**. Upon receipt of the written grievance within the timeline for appeal, a Committee of the Board shall be convened to hear the grievance and recommend a disposition of the grievance to the Board at its next regular meeting after the hearing. The committee shall hear the grievance prior to the next regular meeting of the Board of Education after receipt of the grievance appeal, if it is received at least ten (10) workdays prior to the next regular meeting scheduled. Otherwise, the Committee may delay the hearing until after the next regular meeting after the receipt of grievance. At the next regular Board meeting following the hearing before the committee, the Board of Education shall make a determination and render its decision on the grievance. The decision shall be reduced to writing and provided to the employee and the Union within ten (10) workdays of the Board meeting.

**Step Four**. If the Union is not satisfied with the response of the Board of Education or if no response is made within the timeline specified, the Union may appeal the grievance to Arbitration by filing a Demand for Arbitration with the American Arbitration Association within ten (10) work days after receipt of the Board of Education's response or the deadline for the response, whichever occurs first, with a copy mailed simultaneously to the Superintendent. Selection of the Arbitrator shall be governed by the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings.

The Arbitrator shall render a decision based upon the interpretation of the provisions of this Agreement and shall have no jurisdiction to add to, subtract from, change, modify, or alter any of the terms of this Agreement or any written amendments thereof or to specify or impose any new terms upon the parties. The Arbitrator shall have no power to establish wages or to change any wage. Where no wage loss has been caused by the action of the Employer grieved, the Employer shall be under no obligation to make monetary adjustments, and the Arbitrator shall have no power to order one. The

Arbitrator shall have no power to change any practice, policy or rule of the Employer nor substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Employer. The Arbitrator shall have no power to decide any question, which is within the responsibility of the Employer to decide. In rendering decisions, the Arbitrator shall give due regard to the management responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement. The Arbitrator shall have no power to interpret state or federal law. The Arbitrator shall have no power or authority to rule in a matter which is also pending as a complaint or charge in any other judicial or administrative agency proceedings. The Arbitrator shall not hear any grievance barred from the scope of the grievance procedure. Furthermore, the Arbitrator shall have no jurisdiction to rule upon the termination of any probationary employee, the content of any performance evaluation and/or the content of any job description.

The decision of the Arbitrator shall be final and binding upon the employees, the Employer and the Union, provided the matter is arbitral and the decision of the Arbitrator is made within the scope of his/her authority under the terms of this Agreement. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall determine the arbitrability issue before proceeding to the issue on the merits. In the event that a grievance is appealed to the Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without any decision or recommendation on its merits. The Arbitrator's ruling upon the arbitrability of the grievance does not constitute a submission of the issue of arbitrability to the Arbitrator for an arbitral disposition and does not preclude an appeal of the Arbitrator's decision for an independent review of the arbitrability of the grievance by the court. More than one grievance may not be considered by the Arbitrator at the same time except upon expressed written mutual consent of the Union and the Employer and then only if they are of similar nature. The fees and expenses of the Arbitrator shall be borne solely by the non-prevailing party. All other fees and/or expenses shall be paid by the party incurring them.

C. Failure to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed withdrawal of the grievance. Failure of any representative of the Employer to respond at any level within the time lines specified shall enable the grievant to appeal to the next level of the grievance procedure within the designated time lines.

D. Grievances involving discharge of an employee shall be initiated at Step Two of the procedure by filing a written grievance with the Superintendent or his designated representative within five (5) workdays of the date of discharge. The grievance shall be processed thereafter according to the provisions of Step Two, Step Three and Step Four of the grievance procedure.

E. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative is to be engaged in his/her work duties. Any grievance filed must be submitted in writing on the form attached to this contract as Appendix B.

F. Nothing contained herein shall be construed to prevent any individual or this Union from presenting a grievance directly to the Employer and having the grievance adjusted by the Employer, without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that a Union representative has been given an opportunity to be present at such adjustment.

## ARTICLE XIII - DURATION OF AGREEMENT

A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations imposed upon the Employer and the Union. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Employer and Union. The waiver of any breach, term or conditions of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. The provisions of this Agreement shall not be construed to deny or deprive any bargaining unit employee of any rights or benefits expressly conferred by state or federal law, except where the contractual provision is permitted to govern by law.

C. If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect.

D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and Union for the life of this Agreement each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless the parties mutually agree to enter into negotiations for an amendment of this Agreement concerning such subjects or matters.

E. The Union agrees that it, its officers, its agents, its employees and/or its membership shall not authorize, sanction, condone, promote, encourage, engage in or acquiesce in any strike as defined in the Michigan Public Employment Relations Act and/or any work stoppage, job action or demonstration of any kind which interferes with the full, faithful and proper performance of any of the duties and responsibilities of any position of employment by any person.

F. There shall be two (2) original signed copies of the ratified Agreement. One (1) original signed copy shall be retained by the Employer and the other shall be retained by the Union. Fifty (50) copies of the original signed Agreement will be printed, the cost of which shall be shared equally by the Union and the Employer. Each bargaining unit employee employed at the time of distribution of the Agreement and thereafter upon hire shall be given one (1) copy of the Agreement and the Union shall be provided with ten (10) copies of the Agreement.

G. Term of Agreement

This Agreement shall become effective upon ratification by a majority vote of the bargaining unit and the Board of Education and shall continue in effect through the 31st day of December, 2026 at which time it shall terminate unless extended by written agreement of the parties. No terms shall be applied retroactively unless expressly stated otherwise in the particular provision of this Agreement.

H. Successor Negotiations

At any time within ninety (90) days prior to the termination date of this Agreement either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement and negotiations shall begin within thirty (30) days from the receipt of the notice. The parties agree that negotiations for a successor collective bargaining agreement shall begin no later than September 1, 2026.

**Duration of Agreement**

This Agreement shall be effective as of January 1, 2024 and shall continue in effect until the 30th day of June, 2026. Negotiations between the parties shall begin as provided in this Master contract. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

**NORTH ADAMS-JEROME SCHOOLS**
**EDUCATIONAL SUPPORT PERSONNEL**

By _____
President/Date 5/31-2024

**NORTH ADAMS-JEROME SCHOOLS**
**BOARD OF EDUCATION**

By _____
Superintendent/Date 05/31/24

## Appendix A – Wage Schedules
## Compensation:

- Steps and the following increases for the 2024-2026 contractual years.
- On Schedule Increase:
- Transportation will receive an additional $1.00 per hour for extra trips
- All current employees shall be paid at the Step One hourly rate when substituting within that classification and NOT the aforementioned substitute hourly wage schedule.

**HEAD COOK**

| Steps | Jan. 1, 2024-Dec. 31, 2024 | Jan. 1, 2025-Dec. 31, 2025 | Jan. 1, 2025-Dec. 31, 2026 |
|---|---|---|---|
| 1 | 15.30 | 15.61 | 15.92 |
| 2 | 15.30 | 15.61 | 15.92 |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |

This is a newly created position.

When a two-hour delay becomes a cancelled day all employees in the Food Service classification that have reported to work will be paid for one hour.

**KITCHEN STAFF (excluding Head Cook)**

| Steps | Jan. 1, 2024-Dec 31, 2024 | Jan. 1, 2025-Dec 31, 2025 | Jan. 1, 2026-Dec 31, 2026 |
|---|---|---|---|
| 1 | 11.82 | 12.06 | 12.30 |
| 2 | 12.14 | 12.38 | 12.63 |
| 3 | 12.14 | 12.38 | 12.63 |
| 4 | 12.46 | 12.71 | 12.97 |
| 5 | 12.46 | 12.71 | 12.97 |
| 6 | 12.82 | 13.08 | 13.34 |
| 7 | 12.82 | 13.08 | 13.34 |
| 8 | 13.18 | 13.44 | 13.71 |
| 9 | 13.18 | 13.44 | 13.71 |
| 10 | 13.54 | 13.81 | 14.08 |
| 11 | 13.92 | 14.20 | 14.49 |
| 12 | 14.32 | 14.61 | 14.90 |
| 13 | 14.70 | 14.99 | 15.29 |

All Cooks and playground aides will be given a one-hundred-dollar ($100) clothing allowance per year. The clothing allowance will be treated as additional compensation and taxed.

When a two-hour delay becomes a cancelled day all employees in the Food Service classification that have reported to work will be paid for one hour.

**Secretaries**

| Steps | Jan. 1, 2024-Dec. 31, 2024 | Jan. 1, 2025-Dec. 31, 2025 | Jan. 1, 2026-Dec. 31, 2026 |
|---|---|---|---|
| 1 | 14.43 | 14.72 | 15.02 |
| 2 | 14.43 | 14.72 | 15.02 |
| 3 | 14.81 | 15.11 | 15.41 |
| 4 | 14.81 | 15.11 | 15.41 |
| 5 | 14.81 | 15.11 | 15.41 |
| 6 | 14.81 | 15.11 | 15.41 |
| 7 | 14.81 | 15.11 | 15.41 |
| 8 | 15.21 | 15.51 | 15.82 |
| 9 | 15.21 | 15.51 | 15.82 |
| 10 | 15.21 | 15.51 | 15.82 |
| 11 | 15.63 | 15.94 | 16.26 |
| 12 | 16.05 | 16.38 | 16.70 |
| 13 | 16.77 | 17.10 | 17.45 |

**AIDES**

| Steps | Jan. 1, 2024-Dec. 31, 2024 | Jan. 1, 2025-Dec. 31, 2025 | Jan. 1, 2026-Dec. 31, 2026 |
|---|---|---|---|
| 1 | 14.01 | 14.30 | 14.58 |
| 2 | 14.01 | 14.30 | 14.58 |
| 3 | 14.41 | 14.70 | 14.99 |
| 4 | 14.41 | 14.70 | 14.99 |
| 5 | 14.41 | 14.70 | 14.99 |
| 6 | 14.41 | 14.70 | 14.99 |
| 7 | 14.41 | 14.70 | 14.99 |
| 8 | 14.78 | 15.08 | 15.38 |
| 9 | 14.78 | 15.08 | 15.38 |
| 10 | 14.78 | 15.08 | 15.38 |
| 11 | 15.18 | 15.48 | 15.79 |
| 12 | 15.61 | 15.92 | 16.24 |
| 13 | 16.31 | 16.64 | 16.97 |

All Cooks and playground aides will be given a one-hundred-dollar ($100) clothing allowance per year. The clothing allowance will be treated as additional compensation and taxed.

When the instructional time is reduced for Professional Development, curriculum, or related work, all employees in the aides classifications will be involved in Professional Development

and will be paid their regularly scheduled hours. If the employer does not provide a Professional Development opportunity, the employees will still be paid their regularly scheduled hours. If the Professional Development or ANY training day is scheduled on a non-student day and ANY employee is asked by the administration to be involved, the employee will receive their current pay with a minimum of four (4) hours pay.

**CUSTODIANS**

| Steps | Jan. 1, 2024-Dec. 31, 2024 | Jan. 1, 2025-Dec. 31, 2025 | Jan. 1, 2026-Dec. 31, 2026 |
|---|---|---|---|
| 1 | 14.06 | 14.34 | 14.62 |
| 2 | 14.06 | 14.34 | 14.62 |
| 3 | 14.45 | 14.74 | 15.04 |
| 4 | 14.45 | 14.74 | 15.04 |
| 5 | 14.45 | 14.74 | 15.04 |
| 6 | 14.45 | 14.74 | 15.04 |
| 7 | 14.45 | 14.74 | 15.04 |
| 8 | 14.83 | 15.13 | 15.43 |
| 9 | 14.83 | 15.13 | 15.43 |
| 10 | 14.82 | 15.12 | 15.42 |
| 11 | 15.24 | 15.54 | 15.85 |
| 12 | 15.65 | 15.96 | 16.28 |
| 13 | 16.37 | 16.70 | 17.03 |

**TRANSPORTATION**

| Steps | Jan. 1, 2024-Dec. 31, 2024 | Jan. 1, 2025-Dec. 31, 2025 | Jan. 1, 2026-Dec. 31, 2026 |
|---|---|---|---|
| 1 | 20.12 | 20.53 | 20.94 |
| 2 | 20.74 | 21.15 | 21.57 |
| 3 | 20.74 | 21.15 | 21.57 |
| 4 | 21.35 | 21.78 | 22.21 |
| 5 | 21.35 | 21.78 | 22.21 |
| 6 | 21.99 | 22.43 | 22.88 |
| 7 | 21.99 | 22.43 | 22.88 |
| 8 | 22.64 | 23.10 | 23.56 |
| 9 | 22.64 | 23.10 | 23.56 |
| 10 | 23.33 | 23.79 | 24.27 |
| 11 | 24.03 | 24.51 | 25.00 |
| 12 | 24.76 | 25.25 | 25.76 |
| 13 | 25.51 | 26.02 | 26.54 |

Bus drivers will receive $16.00 per hour for extra runs.

1. Upon completion of the probationary period, the Employer shall reimburse bargaining unit employees in the transportation classification the cost of the CDL license required to drive the respective school bus or pupil transportation vehicle.

2. When an extra run is scheduled at such time when the driver cannot make his regularly scheduled run, the regular driver will receive his/her regular run rate, plus the hourly trip rate for driving each hour of the trip for the hours over and above the hours required to make his/her regular run. When a special run is cancelled, the driver will be compensated the amount of their regular run if unable to take their regular run. When extra bus runs (with the exception of the FFA) are to be scheduled, the immediate supervisor shall first contact the bus driver with the highest seniority on the Active Seniority List. Then, as additional extra runs become available, the immediate supervisor shall continue to go down the entire Active Seniority List until each bus driver has either driven an extra run or has had the opportunity to drive an extra run. When all of the bus drivers on the Active Seniority List have either driven an extra run, or were asked, and were unable to do so, the immediate supervisor shall go to the most senior bus driver on the Active Seniority List and continue to rotate all the Extra Bus Runs according to seniority among all of the bus drivers on the Active Seniority List. When extra runs are scheduled for and accepted by the bus driver, it shall be proper for the immediate supervisor to obtain a substitute driver for any regularly scheduled runs the driver may miss because of the conflicting time limits.
An extra trip is any trip that does not involve the pick-up and delivery of children to and from home before and/or after school.

3. The district will reimburse bus drivers for mileage at the current IRS rate for drug testing. If the driver fails the drug test, the district will not reimburse for mileage.

The district will reimburse each driver one hundred dollars ($100) for a coat/boots every other year beginning with the 2017-18 school year.

4. If a driver leaves the District prior to the end of their first year of employment, the District shall deduct the cost of the required, by law, training from their last check(s).

**LONGEVITY:**
Years of Service with North Adams Jerome

| | |
|---|---|
| 15-19 Years of service | $250 |
| 20-24 Years of service | $500 |
| 25+ Years of service | $750 |

Grievance Form #_____ Date filed_____

North Adams-Jerome – Building: Elementary____ High School____

Name(s) of Grievant: _____

## Step 1

Date of Oral Discussion with Supervisor/Building Administrator: _____

Building Supervisor's disposition of the oral grievance: _____

_____

_____

Date of written grievance presented to the Supervisor/Building Administrator: _____

Statement and facts giving rise to the grievance: _____

_____

_____

_____

Identification of the alleged violation(s) of the Master Agreement: _____

_____

_____

Relief requested: _____

_____

Disposition by the Supervisor/Building Administrator:

_____

_____

_____

_____ _____

Signature of Grievant(s) Signature of Supervisor/Building Administrator

## Step 2

Date of written grievance presented to the Superintendent: _____

Disposition of Superintendent: _____

_____

_____

_____

## Step 3

Date of written grievance presented to the Board of Education: _____

Disposition of the Board of Education: _____

_____

_____

_____

## Step 4

Date of written grievance presented to Arbitration: _____

Disposition of Arbitration Proceedings: _____

_____

_____

_____

_____ _____

Signature of Grievant(s) Signature of Board President

_____ _____

Date Date

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