

MASTER AGREEMENT

between

MERIDIAN PUBLIC SCHOOLS  
BOARD OF EDUCATION

AND

MERIDIAN OFFICE PERSONNEL ASSOCIATION

JULY 1, 2010 THROUGH JUNE 30, 2012

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## RECOGNITION AND AGREEMENT

1. This agreement entered into this \_\_\_\_\_ 2010 by and between the Board of Education of the Meridian Public Schools, hereinafter called the “District” and the Meridian Office Personnel Association (MOPA), hereinafter called the “Association.

Unless otherwise indicated, the term “Employee” when used hereinafter in this agreement shall refer to all members of the bargaining unit. The bargaining unit is defined as those listed on the MOPA Seniority List attached at the end of this contract.

The private and personal life of any employee is not within the appropriate concern or attention of the Employer unless it affects job performance or is determined to present a threat to students/other employees.

2. 12-month employee is defined as an employee regularly scheduled forty (40) hours per week, fifty-two (52) weeks per year. 10-month employee is defined as a regular employee who works in a job assignment under any of the following conditions:
  - a. Works as a regular employee in a position for eight (8) hours a day and forty (40) hours a week during the period of the year when school is in session.
  - b. Works as a regular employee in a position calling for less than eight (8) hours a day and less than forty (40) hours a week during the period of the year when school in session.
  - c. Works as a regular employee in a regular position less than eight (8) hours a day and less than forty (40) hours a week during the regular work year.

3. The parties, having reached certain understandings, hereby agree as follows:

## JOINT ADMINISTRATION AND MOPA MEETINGS

- A. Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Representatives of the Administration and the Association shall meet as necessary for the purpose of discussing problems in regard to this Agreement.
- B. The Association representatives shall normally consist of two (2) members and any individuals who may have matters to be discussed.
- C. There shall be no loss of wages for personnel attending such meetings, however, attempts shall be made to schedule meetings when employees do not have job responsibilities.
- D. Nothing in this Article shall be construed to prevent any employee from discussing any problem with his or her immediate supervisor or Association representative.
- E. Mutually agreed upon matters may be placed in writing and if ratified by the parties will become part of the Master Agreement.

## GENERAL PROVISIONS

- A. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act.
- B. 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 of, and restrictions imposed upon the District and the Association. This Agreement is subject to amendment, alterations or additions, only by a subsequent written agreement between, and executed by, the District and the Association.
- C. 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 area of collective bargaining, and that 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 District and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter 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.
- D. If any provisions of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- E. Any complaint against any employee will be promptly brought to the employee's attention, except that an employee who is the subject of a criminal investigation may not be informed of the complaint when the agency conducting the investigation requests that knowledge of the investigation be kept confidential. No action will be taken on any complaint unless the District advises the employee of the complaint in writing. No complaint or reprimand will be given to the employee over the telephone or District radio.

- F. If any legal action is brought against an employee by reason of proper performance of job responsibilities, the District will provide such legal counsel and all necessary assistance to the employee in his or her defense as is permitted under law.
- G. Any case of assault on an employee shall be promptly reported to the Administration which shall make arrangements for notification of local police authorities.
- H. Time lost by an employee as a result of an assault on school premises during working hours shall not be charged against the employee's sick leave allowance, subject to the provisions of the Worker's Compensation Law as listed below:

In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use his/her sick leave in the same manner as if the injury or illness was not compensable under the Worker's Compensation Law. An employee receiving Worker's Compensation and who elects to use sick leave will sign over the Worker's Compensation check(s) to the District within ten (10) days of receipt. Sick leave will be deducted for any such day on a prorated basis (e.g. two thirds pay received from Worker's Compensation will result in one third sick day deducted from the employee's sick leave bank. If the employee has exhausted his/her accumulation of paid sick leave, the employee will be entitled to receive payment only under Worker's Compensation for the duration of the absence.

- I. Eyeglasses and personal clothing damaged during an assault shall be replaced at the District's expense provided the District has exhausted, with the cooperation and assistance of the employees involved, efforts to recover the loss from the assailants.
- J. The District agrees to provide the Association with one (1) copy of the Agreement for each current employee, plus three (3) additional copies for the use of the Association. The District will provide one (1) copy of the Agreement to each newly hired employee following implementation of this Agreement.
- K. An employee shall be responsible to only one immediate supervisor, said to be designated by the Employer with written notification provided to each employee. If there is a conflict about the employee's job assignment or responsibilities the final determination will be made by the superintendent.
- L. Any employee who is assigned to a permanent position that requires them to drive their personal vehicle shall be paid mileage at the rate established by the District.

## GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms and conditions of this agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outline in this Article.
  - 1. The termination of services of or failure to re-employ any probationary employee;
  - 2. The placing of any probationary employee on an additional period of probation;
  - 3. Any matter for which there is recourse or redress under federal or state statutes (e.g. EEOC, Civil Rights, OSHA, MIOSHA, etc.)
- C. Representatives for grievance processing shall be selected as follows:
  - 1. The Association shall designate representatives to handle grievances.
- D. The term “days” shall mean the day of the week, Monday - Friday, excluding Saturday, Sunday, legal holidays and the employee’s paid vacations which were scheduled prior to the occurrence of the alleged violation.
- E. Written grievances must conform to the following specifications:
  - 1. Must be signed by the grievant or grievants.
  - 2. Must be specific concerning:
    - a. The section or subsection of the contract alleged to have been violated.
    - b. The date of the alleged violation.
    - c. The facts giving rise to the alleged violation.
    - d. The relief requested.
  - 3. Any written grievance not in conformance with E(2) (a-d) shall be rejected as improper. Rejection for improper filing shall not extend the limitations hereinafter set forth.
- F. Level One
  - 1. An employee of the Association alleging a violation of the express provisions of this contract, shall within ten (10) work days of the alleged occurrence orally discuss the grievance with the immediate supervisor, with an Association representative at the employee’s request, in an attempt to resolve the grievance.

2. If no resolution is obtained within five (5) work days of the oral discussion, the grievant shall reduce the grievance to writing and proceed within ten (10) work days of the oral discussions prescribed in F (1) Level One.

G. Level Two

1. An original copy of the written grievance shall be filed with the Superintendent or his designated agent, hearing an endorsement of the approval or disapproval of the Association. Within five (5) workdays of receipt of the written grievance, the Superintendent (or his designated agent), shall arrange a meeting with the grievant and/or the Association representative at the grievant's option, to discuss the grievance.
2. Within five (5) work days of this meeting the Superintendent (or his designated agent), shall render his decision in writing, transmitting one (1) copy to the grievant, one (1) copy to the Association, one (1) copy to the grievant's supervisor, and one (1) copy in a permanent grievance file in his office.
3. If grievant is not satisfied with the response at the Level Two, he or the Association representative shall within five (5) work days of the receipt of the Level Two response, file a copy of the written grievance, which contains the Level Two decisions, with the Secretary of the Board of Education and a copy to the Superintendent or his designee.

H. Level Three

1. Upon proper application as specified in Level Two, the Board shall schedule an opportunity for grievant to present his complaint to the board at the next regularly scheduled Board meeting.
2. Within ten (10) workdays from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold further hearings therein or further investigate the grievance
3. One (1) copy of the decision of the Board shall be filed with each of the following:
  - a. Grievant
  - b. Grievant's Supervisor
  - c. Superintendent
  - d. Board Secretary
  - e. Association

- I. If the decision of the Board of Education is unsatisfactory to the grieving individual, they shall, within ten (10) days of receipt of the Board's response, notify the Board of their intent to submit the dispute to the American Arbitration Association (AAA) for binding arbitration. The arbitrator shall be selected according to the appropriate AAA rules.
  - 1. The individual filing for arbitration shall pay the entire filing fee.
  - 2. The arbitrator shall have no power to:
    - a. Amend, modify, or otherwise change any provision of this Agreement.
    - b. Rule on or interpret any matter included under Section B (3) of this Grievance Procedure.
    - c. Establish, amend, or modify any salary schedule or fringe benefit provided under this Agreement.
    - d. Rule on more than one (1) grievance unless both parties mutually agree in writing.
  - 3. Neither party may raise any new ground or defense not previously raised at an earlier level of this grievance procedure.
  - 4. The cost of arbitration shall be born equally between the Individual and the District, except that each party is responsible for the cost of preparing its own testimony and exhibits and securing its own representation.
- J. Should an employee or the Association fail to file grievances within the prescribed time limits, the grievance will not be further processed. Should the Administration or Board as specified herein fail to respond within the prescribed time limits, the grievance shall automatically proceed to the next level of the grievance procedure.
- K. Should an employee fail to appeal a decision within the prescribed time limits, or leave the employ of the Board during any of the procedures herein described (except a claim involving a remedy directly benefiting grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.
- L. The Association shall be permitted to file grievances.

- M. All preparation, filing, presentation or consideration of grievances shall be held at times other than when the employee or a participating Association representative is to be at their assigned work/duty station.
- N. Time limits provided in this Section "Grievance Procedure", shall be strictly observed but may be extended only by written agreement of the parties.
- O. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder, may be processed through the grievance procedure until resolution.

## **INSURANCE**

### **General Insurance Considerations:**

1. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.
2. If the employee is covered by another health insurance program because of spousal employment, the employee involved will not be eligible for health insurance coverage with Meridian Public Schools. It is understood that double coverage is prohibited.
3. Employee in this classification working less than 6 hours per day and 30 hours per week will not be eligible for health coverage/annuity benefit.
4. Board payment for insurance programs shall be discontinued on the date when employee resigns, retires, is terminated, is laid off or placed on leave of absence without pay.

### **Insurance Benefit:**

The Board will provide for all ten and twelve month employees:

\$40,000 Life/AD&D

Fully paid Dental Insurance

LTD program that requires a three (3) month qualifying period and will reimburse the employee sixty percent (60%) of their monthly earning not to exceed \$1,500

Insurance coverage will be offered only under the carrier selected by the District.

### **Health Insurance**

**The Association will change from the current MESSA Super Care I insurance program to MESSA Choices II PPO-Blue Cross/Blue Shield Community Blue with referral process (\$10/\$20 drug card) at the expiration of the 2007-2008 Agreement, as soon as the change may be implemented by MESSA.**

### **Year Round Employees**

The Board agrees to provide full twelve-month health insurance benefits (single subscriber, two person or full family coverage appropriate to the employees' status) to year round employees for whom this would not constitute double coverage. Employees not electing health insurance may opt to receive \$2,850 toward annuities or variable option plans available under the carrier selected by the Board.

### **School Term Employees**

The Board will pay \$2,850 toward annuities or variable options plans available under the carrier selected by the Board.

## **HOURS OF WORK**

- A. The normal week shall consist of forty (40) hours, eight (8) hours per day, Monday through Friday; it shall include two (2) fifteen (15) minute daily break periods; it shall include a duty free, uninterrupted thirty (30) minute unpaid lunch period.
- B. The Board agrees to provide one (1) fifteen (15) minute break period each morning commencing approximately two (2) hours after the required reporting time; the lunch period of thirty (30) minutes will begin approximately four (4) hours following the required reporting time; the last daily break of fifteen (15) minutes will begin approximately two (2) hours after the end of the lunch period; or other times that are mutually agreed upon.
- C. Any employee who works at least four (4) consecutive hours in one (1) day shall be allowed one (1) fifteen (15) minute break period.
- D. The Board reserves the right to set the hours of work for all employees covered by the Agreement. A permanent change in the starting time of a shift shall not be made until the Board has given a ten (10) working day notice to the Association and the affected employee(s). The Board reserves the right to temporarily change an employee's starting time in case of emergency.

- E. **SUMMER HOURS:** When 52 week secretarial staff members are granted summer hours (shortened work day granted by Board action) the 10-month secretaries will be granted summer hours for the last 10 days worked in the spring and first 10 days worked at the beginning of the new school year.

**OVERTIME**

All pre-authorized overtime to be paid at 1 1/2 times present step rate.

- F. The Board agrees to pay overtime under the following conditions:
1. Time and one-half will be paid for all hours worked over 40 hours in one week.
  2. Paid leave shall count toward hours worked.
- G. An employee required to perform overtime work or to work on a scheduled day off shall not be required to take time off during the work week for the purpose of offsetting overtime.
- H. Employees required to work on a paid holiday shall be paid double time plus holiday pay for that day if they are entitled to holiday pay.
- I. Employees shall report at the specified starting time of their shift and shall not leave without permission, until their specified quitting time of their shift (excluding unpaid lunch periods).
- J. Employees who must leave the premises at any time for any non-work related reason shall inform their supervisor of the reason for leaving, destination, estimated time of return, and secure the supervisor's permission prior to leaving, providing supervisor is available. (Excluding unpaid lunch periods.)
- K. Employees will be required to notify their immediate supervisor when they are going to be absent. The immediate supervisor must be notified the night before or in case of emergency, one (1) hour before their regular starting time. Such notification shall not constitute proof of the validity of the absence.

**EXPERIENCE ALLOWANCE FOR NEW EMPLOYEES:** Up to four (4) years secretarial and office experience will be allowed for placement experience on this pay rate schedule.

**IN-SERVICE/CONFERENCES:** Expenses for one (1) in-service conference or workshop per year subject to principal and superintendent approval over and above any required by the District.

**INCLEMENT WEATHER DAYS:** All employees are to report for their regular workday. If unsafe driving conditions prohibit an employee from getting to work on time safely or possibly not at all, please contact your immediate supervisor.

If the employee determines that weather conditions warrant it, they shall have the option of not reporting to work upon notification of the appropriate supervisor. In such cases, the employee shall have the option of using a personal day, a vacation day, or deduct to cover the snow day.

When school is delayed due to fog, ice, snow, etc., secretarial employees are to report at their regular time. If it is too unsafe, you be the judge regarding your being on the road.

**PERSONAL BUSINESS DAYS**

**Twelve-month Employees:** Twelve-month employees may be granted three (3) days for personal business. These three (3) personal business days shall not be granted immediately before or after holidays or vacations, except in emergency conditions, nor may they be used immediately prior to termination of employment. Personal business days are non-cumulative.

**10-Month Employees:** Same as twelve-month employees except substitute two (2) days.

Procedures to be followed for taking personal business days:

1. Satisfactory arrangements are to be made at least two (2) days in advance and approval from the supervisor to be obtained, unless an emergency exists in which case the two-day period is waived.
2. Employees being granted permission to take a personal business day for personal business, that must be conducted during the employee's regular working hours, shall be required to sign the proper form that is to be turned in to the office.

**SICK LEAVE:**

**12-Month Employees:** All twelve-month employees shall earn one (1) day of sick leave for each month of service. The day of sick leave earned shall be defined as the normal daily wage that an employee earns in his/her regular assignment of work. Sick leave may be accumulated up to 135 days.

**10-Month Employees:** The employee shall accumulate his/her one day's normal earnings a month for each month's work (10) and these earnings may be accumulated up to 135 days. They shall be paid their day's normal earnings for each workday missed according to the provisions of the sick leave policy for twelve-month employees up to the extent of their accumulated sick leave.

Employees qualifying for sick leave who are absent from work as result of an injury, which is compensated under the Worker's Compensation Act shall have the option of receiving the difference between his/her daily wages and the compensation payments, if such is less up to the extent of the employees' number of days accumulated sick leave.

**ABSENCES CHARGEABLE TO SICK LEAVE:** Ten and Twelve-month Employees

1. Personal Illness.
2. Other specified types:
  - A. Quarantines.
  - B. Family illness- Any employee absent due to the illness of members of his/her family may choose to deduct these days from his/her sick leave. Family is to be defined as, Husband, wife, children, mother, father, mother-in law, father-in-law, grandmother, grandfather, grandchildren, sisters, brothers, step-children, step-parents. Absence due to extremely serious illness of parents-in-law or grandparents, brother-in-law, sister-in-law, may also be deducted from these days if the employee chooses.

\* Documentation will be provided upon request.

**FUNERAL LEAVE:** Ten and Twelve-month Employees

1. Death in Family:
  - A. Family includes: Husband, wife, children, mother, father, mother-in law, father-in-law, grandmother, grandfather, grandchildren, sisters, brothers, step-children, step-parents, brother/sister-in-law, and any other relative or non relative living or making their home in the household of the employee or whose funeral arrangements the employee is responsible. (Not to exceed five (5) days per relative.)
2. Attendance at funerals of close relatives and friends not to exceed three (3) days per year. (Other than A. above).

**PAID HOLIDAYS**

**Twelve-month Employees:** All twelve-month employees shall receive ten (10) paid holidays per year. If a holiday falls on the off day for an employee, they shall receive either compensatory time off or one (1) day holiday pay at the option of the employer. Following is a list of holidays with time off with pay: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.

**Ten-Month Employees:** New Year's Day, Good Friday, Memorial Day, Labor Day (except for those employees who start after Labor Day), Thanksgiving Day, Friday after Thanksgiving, Christmas Day.

**VACATION**

**Twelve-Month Employees:** Twelve-month employees shall be granted paid vacation on the basis of the following.

0 – 12-months: One week (Five {5} Days) prorated if less than a full work year.

2 - 14 Years: Two weeks (Ten {10} Days) plus additional day for each year over five (5) years (19 days maximum).

15 - 20 Years: Four weeks (Twenty {20} Days)

20 Years & Over: Twenty (20 days plus an additional day for each year to twenty-five (25) days.

**10-Month Employees:** Paid vacation shall be granted on the basis of the following: Three (3) days per year granted under the same conditions as the twelve-month employees.

Years worked as a Meridian Public School Secretary ONLY qualify for vacation time.

Vacation time shall be earned from the date of employment to the first succeeding July 1 and thereafter shall be computed only from July 1 to June 30 each year so long as the individual's employment continues. Vacation earned the last year worked will be pro-rated if the employee leaves the District before their work year ends. Vacations shall be granted at the discretion of the supervisor, taking into account the needs of the school District and the desires of the employee.

Except by special permission of the superintendent, vacations will not be granted from the period of two weeks prior to the start of the school year. If two or more employee's request the same vacation time and one request can be granted seniority shall be the determining factor.

### **UNUSED VACATION TIME**

10-month employees may carry over no more than 10 days. 10-month employees may carry over the unused vacation they have accumulated over the years, but as of June 30, 2001 they cannot add more than 10 days to what they have accumulated as of that date.

12-month employees can carry over no more than 1 year of vacation time. They can carry over the unused vacation they have accumulated over the years, but as of June 30, 2001 they cannot add more than their 1 years worth of vacation time.

### **Service Vacation for 10-Month Employees**

Service Vacation is earned according to the number of continuous years of service accrued within the Association. One (1) vacation day will be given for every completed five (5) years of service. For example: One day will be given at the start of your 6<sup>th</sup> year, 11<sup>th</sup> year, 16<sup>th</sup> year, etc. Service Vacation must be used in the year that it is given. Unused Service Vacation may not be accrued. Part-time employees are not eligible for Service Vacation. Part-time employees that move to full-time status will become eligible for Service Vacation after completing five (5) years of full-time status.

### **LEAVES OF ABSENCE**

- A. An employee, who because of illness or injury which is non-compensatable under the Worker's Compensation Law, is physically unable to report for work and has exhausted their sick leave shall be given a leave of absence. Such leaves will be without pay and without loss of seniority for the duration of such disability, without limitations specified in paragraph H below provided he/she promptly notifies the District of the medical or osteopathic doctor, of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.
- B. Leaves of absence without pay and without loss of seniority shall be granted for periods of time not to exceed forty (40) working days for physical or mental illness or prolonged serious illness in the immediate family.
- C. Persons on pregnancy leave may be off six weeks without loss of seniority.

- D. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child where applicable.
- E. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of the federal law granting such rights.
- F. Leaves of absence without pay and without loss of seniority will be granted to employees who are active in the National Guard or a branch of the armed forces reserves for the purpose of fulfilling their annual field training obligations, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.
- G. All reasons for leaves of absence shall be in writing stating the reason(s) for the request and the approximate length of leave requested and a copy shall be sent to the Association. Leaves may be granted at the discretion of the District for reasons other than those listed above when they are deemed beneficial to the District. Extensions on any leaves of absence may be granted at the discretion of the District.
- H. Any employee on sick leave who has exhausted sick leave provisions and vacation time and is not receiving any compensation shall be considered to be on a leave of absence without pay for a period not to exceed six (6) months. In the event the employee is not mentally or physically able to resume their full time normal duties at the end of the six (6) month period, the District may, at its option, extend the leave for a maximum of six (6) additional months contingent on receipt of medical reports from the employee's doctor, or terminate the employee's employment with the District.
- I. In non-emergency situations, five (5) work days prior notice shall be given the District in writing.
- J. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or who does not receive an approved extension, or who accepts other employment while on leave from the District, except as herein provided will be considered to have terminated his/her employment.
- K. The above leaves may be extended upon written application of the employee with advance approval of the expiration date.

- L. An employee returning from a leave of absence shall be reinstated to the position and wage scale he/she held when the leave began. At least ten (10) working days prior to the date a leave is scheduled to expire, an employee shall notify the employer of his/her intent to return to work if the leave is sixty (60) working days or more.
- M. In case of a leave of 20 working days or more the job will be posted as a temporary job for Association Members.
- N. Unpaid leaves of absences - The granting of these days will be awarded as follows, subject to the approval of the Superintendent.
  - 1. Need request in writing at least ten (10) days prior to requested first day off work.
  - 2. The availability of substitutes may be a major controlling factor regarding whether or not the employee can be granted unpaid time off in non-emergency situations.
  - 3. Unpaid leaves - deduct time off, will continue to be approved for cases of emergency, (i.e., death in immediate family, funerals, serious illness in immediate family, personal illness and/or other emergencies, as determined by the Superintendent.)
- O. **Federal Family Leave Act**  
Leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with that Act for birth, adoption, placement in their foster care of a child, or for serious medical conditions affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. Any paid insurance the employee currently receives will continue for the duration of the leave not to exceed 12 weeks.

## **DISCIPLINE**

- A. Upon completion of probationary period, no employee shall be disciplined or discharged without just cause.
- B. An employee shall be entitled to have an Association representative present at any meeting during which he/she shall be disciplined. Employees shall be notified of the purpose of any such meetings in advance. Notification shall be given to the Association representatives prior to the meeting.
- C. A system of corrective/progressive discipline will be applied to all employees, consisting of the following minimum elements:
  - 1. Verbal warning
  - 2. Written reprimand
  - 3. Suspension without pay
    - a. One day
    - b. Three days
  - 4. Discharge
- D.
  - 1. When there is just cause due to a severe employee violation, the Administrator may initiate discipline up to and including suspension/discharge at the first step.
  - 2. In cases of suspension or discharge, the Administrator shall file written charges and shall forward copies of said charges to the employee and the Association representative.
  - 3. The Association, on behalf of the employee, shall have twenty-four (24) hours beyond the notification of the Association Representative to appeal the suspension/discharge in writing to the Superintendent or his designated agent. The Superintendent will within twenty-four (24) hours schedule a hearing with the Association representative and said employee on the suspension/discharge. At the end of said hearing, the Superintendent shall reach a decision on the suspension/discharge. If the decision of the Superintendent is not satisfactory to the Association, a meeting will be scheduled with the Board within ten (10) work days to act upon the suspension/discharge. The Association on behalf of the employee, has the right to appeal the Board's decision to arbitration if he/she is not satisfied with the decision.
- E. Nothing in this Section shall prevent the District from maintaining a permanent discipline record in an employee's personnel file except as provided for on page 19, Personnel Records Section D.

## **PERSONNEL RECORDS**

- A. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file, the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- B. All employees shall have the right to review the contents of their personnel files, with the exception of any confidential information such as letters of recommendation obtained at the time of hiring. The employee may, at his/her request, have an Association representative present at such review. Responsibility for arranging for Association representation rests solely with the Association.
- C. Annually, the Administration shall provide each employee with an accounting of his/her accumulated sick leave, vacation time, and personal leave (for those eligible employees), effective the start of the fiscal year.
- D. Prior verbal warnings and written reprimands which are more than two (2) years old will not be used as a basis for further discipline unless the misconduct is of a recurring nature.

## **SAFETY**

- A. The District will take measures to provide safe working conditions in order to prevent or eliminate any hazards which the employees may encounter in their places of work, in accordance with the provisions of state and local regulations (e.g., OSHA, MIOSHA, etc.).
- B. The employee will be expected to immediately inform the District of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions, or equipment. The District upon notification of an alleged unsafe condition, shall investigate such condition, and shall be expected to make adjustments in such condition if, in the District's investigation, the alleged unsafe condition is found to be a hazard to the employee.

## **NEW JOBS**

- A. When new jobs which fall in the scope of this Agreement are created and placed in operation during the term of this Agreement, the District shall notify the Association in writing of any new position which will be placed into effect.
  
- B. New jobs shall be posted as provided in Vacancies and Transfers on page 22 of this contract. Personnel (Association members) currently employed by the District may apply for any new job. The position will be awarded to the highest seniored, qualified Association member, who signed the original posting. If no existing employee (Association member) has signed for this position, the District may hire outside the Association or a new employee. An employee on leave of absence is not eligible to bid on a new position unless the employee will be available to assume the position on the start date of the position. The District is not obliged to allow a bargaining unit member to hold two positions at the same time when the District feels that the two positions may be in conflict with each other.
  
- C. When a new job is filled by an existing MOPA member, a 60 day probationary period will exist with no change to that persons current pay scale.

## MOPA WAGE SCHEDULE

<u>2009-10 Hrly Schedule</u>		<u>2010-11 Hrly Schedule</u>		<u>2011-12 Hrly Schedule</u>	
P	\$11.63	P	\$11.63	P	\$11.63
Step 1	\$12.04	Step 1	\$12.04	Step 1	\$12.04
Step 2	\$12.44	Step 2	\$12.44	Step 2	\$12.44
Step 3	\$12.85	Step 3	\$12.85	Step 3	\$12.85
Step 4	\$13.25	Step 4	\$13.25	Step 4	\$13.25
Step 5	\$13.67	Step 5	\$13.67	Step 5	\$13.67
Step 6	\$14.08	Step 6	\$14.08	Step 6	\$14.08
Step 7	\$14.48	Step 7	\$14.48	Step 7	\$14.48
Step 8	\$14.89	Step 8	\$14.89	Step 8	\$14.89
Step 9	\$15.30	Step 9	\$15.30	Step 9	\$15.30
Step 10	\$15.72	Step 10	\$15.72	Step 10	\$15.72
Step 11	\$16.13	Step 11	\$16.13	Step 11	\$16.13
Step 12	\$16.53	Step 12	\$16.53	Step 12	\$16.53
Step 13	\$16.94	Step 13	\$16.94	Step 13	\$16.94
Step 14	\$17.36	Step 14	\$17.36	Step 14	\$17.36
Step 15	\$17.76	Step 15	\$17.76	Step 15	\$17.76
Step 16*	\$18.11	Step 16*	\$18.11	Step 16*	\$18.11

\* Step 16 is always defined as a 2% increase of Step 15 – thus eliminating longevity.

**Wage schedule maintained at the 2009-10 wage level for 2010-2011 and 2011-2012.**

<u>DAYS OF WORK:</u>	171	Student Instruction Days
	3	PD Days (August)
	1	PD Day (May)
	10	Days Before the School Year Starts
	10	Days After the School Year Ends
	195	Work Days
	7	Paid Holidays
	202	Paid Calendar Days

Longevity has been eliminated – step 16 has been incorporated into the pay scale and is defined as always 2% greater than step 15.

P = Probationary step in effect for 60 work days after hire

\*\*Vacation time and/or other applicable fringe benefits, according to the MOPA contract, are based upon actual years of service in the Association. Placement on the Wage Schedule may not reflect actual years of service.

## VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as a newly created position within the bargaining unit or a present position that is not filled due to retirement, severance, termination or absence of a regular employee on a leave of known duration of at least thirty (30) work days.

The parties agree that the District has a period of twenty (20) working days to determine if a vacancy is going to be filled.

Temporary vacancies may be filled with a substitute at the discretion of the District, except that a temporary vacancy of known duration, which will be of at least thirty (30) work days, will be posted for bid as a temporary vacant position.

- B. Vacancies within the bargaining unit shall be posted for a period of five (5) work days prior to filling the position. The employer shall notify school term employees of vacancies occurring during the summer months (June, July, August) when requested. The following format will be used to advertise vacant positions:

1. Type of work
2. Place of work
3. Starting date
4. Rate of Pay
5. Hours to be worked
6. Position or major job function

- C. The District reserves the right to determine the criteria for filling any vacancy. The District agrees to consider the qualifications and experience of current employees for any position. In determining qualifications for any position, the board agrees to review with the Association any testing and/or questioning procedures used to ensure that all applicants are given equal consideration except that written tests and/or questions shall not be physically released to the Association. An employee on a leave of absence is not eligible to bid on a vacant position unless the employee will be available to assume the position on the start date of the position. Employees currently in the Association will not be required to pass the District's competency tests for these positions.

1. The Association recognizes that certain unrequested transfers may be necessary. At least five (5) work days prior to any unrequested transfer the District agrees to notify the employee(s) to be transferred and present the reasons for the transfer in writing. Such transfers may only be accomplished with mutual consent of any employee(s) involved.

2. Transfers may not be made for disciplinary reasons or to cover the failure of an employee to do his/her assigned job responsibility satisfactorily.
  3. Temporary transfers shall be for a period of no longer than twenty (20) work days, except in the event that both parties mutually agree to an extension of the twenty (20) work day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the twenty (20) work day time period, the position shall then be considered an open position and posted for bidding from interested employees.
- D. Personnel who request a transfer must put the reasons for such transfer in writing. The District is under no obligation to create a new position to accommodate a requested transfer.

### **SENIORITY, LAYOFF, AND RECALL**

- A. Seniority shall be defined as the length of unbroken continuous service within the District and within the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual employee has the same starting date of work, ties on the seniority list shall be broken by the date of the application for work. If a tie still exists, the position on the seniority list shall be determined by a drawing. Should the District determine the need for lay off of office personnel, those with the least seniority shall be laid off first.
- B. An employee shall lose all seniority should he/she: retire, resign, be discharged for just cause, or withdraw from the bargaining unit.
- C. A new employee shall be considered to be probationary until he/she has completed sixty (60) working days of service in the District. At the District's discretion, an employee's probationary period may be extended an additional fifteen (15) days of service. The extension of an employee's probationary period shall not be subject to the Grievance Procedure. Probationary employees shall be evaluated twice by their immediate supervisory during their probation. Areas identified by the supervisor as being less than satisfactory must be accompanied by recommendations and suggestions for the employee to improve job performance.
- D. Probationary employees shall have not seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

- E. When working hours are to be reduced, the position which would least effect education and welfare of the student base shall incur the first reduction.
- F. In the event of reduction in work hours or elimination of a position, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the employer gives ten (10) work days written notice to the affected employee(s). In no case shall the employer employ a new employee while there are laid off employees who are qualified for a vacant or newly created position.
- G. Notice of recall shall be sent by certified mail to the individual's last known address. If the individual does not report to work within ten (10) workdays of receipt of this notice, he/she shall be considered to be a voluntary quit.
- H. Employees on layoff shall accrue no seniority, but shall have their seniority frozen. Fringe benefits shall not be provided to any laid off employees.
- I. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within twenty (20) working days after the effective date of this Agreement and annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association. If no challenge is presented within ten (10) working days the list shall be deemed accurate. The District will provide notice to the Association of employees who are newly hired, including classification.
- J. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer within rules and regulations of the carrier.
- K. Laid-off employees shall be recalled in reverse order of layoff to a position for which they are qualified.
- L. Should the District determine the need for the closing of a school building, those affected employees may bump an employee who may work more hours and have less seniority in another building, provided the employee is capable of performing the duties necessary for the normal and efficient operation of the employee bumped.
- M. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two years shall lose his/her seniority and any further rights under this Agreement.

MOPA SENIORITY LIST

All portions of this agreement shall be effective July 1, 2008 through June 30, 2010.  
In witness thereof, the parties have executed this Agreement by their duly authorized  
representatives.

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Board of Education

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Date

\_\_\_\_\_  
Board of Education

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Date

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Meridian Office Personnel Association

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Date

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Meridian Office Personnel Association

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Date