

**MASTER AGREEMENT**

**BETWEEN**

**WHITE CLOUD EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION**

**AND**

**WHITE CLOUD BOARD OF EDUCATION**

**JULY 1, 2011 - JUNE 30, 2012**



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This Agreement is entered into this July 1, 2011 by and between the White Cloud Board of Education, White Cloud, Michigan, hereinafter called the Board, and the White Cloud Educational Support Personnel Association.

## **ARTICLE 1 - RECOGNITION**

The Board hereby recognizes the Michigan Educational Support Personnel Association as the exclusive bargaining agent for all paraprofessionals, food service, library paraprofessionals, and recess aides of the White Cloud Public Schools, excluding substitutes, student aides, grandparent program volunteers, room mothers, and supervisors. For the purpose of this Agreement the terms "bargaining unit member" and "employee" shall be used interchangeably.

## **ARTICLE 2 - BOARD RIGHTS**

The Board hereby retains and reserves unto itself, except as limited by the terms of this Agreement, all powers, rights/ authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and the United States, including but not limited to the following:

- A. The right to executive management and administrative control of the school system, its employees, properties, and facilities.
- B. The right to hire all employees and, subject to the provisions of law and the specific terms of this Agreement, to determine their qualifications, the conditions of their dismissal or demotion, and to promote and/or transfer all such employees.
- C. The right to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- D. The right to establish reasonable rules and regulations in conformance with the terms and conditions of this Agreement.

## **ARTICLE 3 - EMPLOYEE RIGHTS AND PROTECTION**

### **Section 1 - Nondiscrimination**

- A. Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the

United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Board, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations.
- C. The parties agree that they will not discriminate against or between employees in accordance with state and federal civil rights statutes. Further, the parties recognize that pursuant to the Americans With Disabilities Act, seniority rights may be subject to waiver to accommodate a disabled employee by mutual consent of the parties.

## Section 2 - Discipline

- A. Formal evaluation of employee's job performance shall not be disciplinary. No employee shall be disciplined without reasonable and just cause. Any such discipline leading to dismissal of the employee shall be subject to the grievance procedure hereinafter set forth, including binding arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing. Probationary employees may be discharged with or without just cause and not subject to the grievance procedure.
- B. The Board agrees to follow the concept of progressive discipline which minimally includes verbal warning, written reprimand, suspension without pay, with discharge being used as a final and last resort. Severe infractions may result in bypassing some progressive discipline steps, providing the Board can show just cause.
- C. An employee shall be entitled to have present a representative of the Association during any meeting in which disciplinary action is likely to occur. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. In an emergency situation, the meeting shall not be delayed more than sixty (60) minutes of the request for the meeting. Release time with full pay shall be granted to the representative and employee(s) involved in the discipline, whenever the meeting must be held during work hours.

## Section 3 - Files and Records

- A. An employee will have the right to review the contents of files concerning the employee, excluding initial references of the district pertaining to said employee or other items statutorily exempt from disclosure originating after initial employment, and to have a representative of the Association accompany him/her in such a review.
- B. No material, including but not limited to, student, parental, or school 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. If the employee signs any material to be placed in his/her file, 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.

- C. If a person requests the personnel file of an employee, the employee shall be notified of the request and afforded an opportunity to review the file prior to disclosure provided that the delay does not violate state disclosure laws.

#### Section 4 - Assaults

- A. Any case of assault upon an employee while the employee is engaged in the discharge of the employee's contractual duties shall be promptly reported to the Board. The employee shall provide written particulars of such incidences as soon as legitimately possible following consultation with Association representatives. At the employees request, the Board shall provide legal counsel of its selection to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities, provided the employee's action was in conformance with existing school policy.
- B. Legal counsel of the Board's selection and all reasonable assistance to the defense of the employee shall be provided by the Board if any employee is sued for the employee's actions in the discharge of the employee's contractual duties, provided the employee's actions were in conformance with school policy and state and federal law.
- C. The district shall reimburse an employee injured in an assault up to One Thousand Dollars (\$1,000.00), referred to in Section A, above, for any related medical expenses not covered by the employee's medical insurance and/or workers' compensation.

### **ARTICLE 4 - GRIEVANCE PROCEDURE**

A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of specific provisions of this Agreement may be processed as a grievance as hereinafter provided.

#### Step 1 - Informal Grievance

In the event any employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal or immediate supervisor, either personally or accompanied by another bargaining unit member or Association representative, and within fifteen (15) working days from knowledge of the occurrence. Working days shall be defined as days the administrative offices are open.

## Step 2 - Written Grievance

- A. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure within ten (10) working days on the form set forth, signed by the grievant. A copy of the grievance form shall be delivered to the building principal. If the grievance involves more than one school building or the Association, it may be filed with the Superintendent or a representative designated by him/her.
- B. Within five (5) working days of receipt of the grievance, the principal shall meet with the employee in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the employee.

## Step 3 - Superintendent Review

If the disposition of the grievance is not satisfactory or if no disposition has been made within five (5) working days of such meeting, or ten (10) working days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent within fifteen (15) working days of the disposition of the grievance. Within ten (10) working days, the Superintendent or his/her designee shall meet with the employee or his/her representative of the grievance and shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the employee.

## Step 4 - Board Review

If the disposition of the grievance by the Superintendent or his/her designee is not satisfactory, or if no disposition has been made within five (5) working days of such meeting, or ten (10) working days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board within fifteen (15) working days following the disposition of the grievance by the Superintendent. The Board, no later than its next regular meeting or fifteen (15) working days, whichever shall be later, shall meet with the employee on the grievance. Disposition of the grievance in writing by the Board shall be made no later than ten (10) working days thereafter. A copy of such disposition shall be furnished to the employee.

## Step 5 - Arbitration

If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within the period above provided, the Association must file a written request for arbitration with the American Arbitration Association and must serve a written copy of such request upon the Superintendent, all within fifteen (15) working days after the Board's disposition. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.

### Miscellaneous Provisions

Any such arbitration proceeding shall be subject to all of the following terms and conditions:

1. The decision of the arbitrator shall be final and binding on the Association and the Board, and judgment thereon may be entered in any court of competent jurisdiction.
2. The arbitrator shall have no authority to add to, subtract from, disregard, alter, or modify any provision of the Agreement.
3. The arbitrator shall not base his/her recommendation on state or federal law, but must make his/her recommendation solely on the basis of the provisions of this Agreement.
4. The arbitrator shall not recommend any alteration in any policies, rules, and/or actions of the Board which are not specifically in violation of this Agreement.
5. Any claim for or award of back wages shall be offset by any unemployment compensation paid during the period for which back wages are sought.
6. The arbitrator shall not recommend any punitive damages.
7. The arbitrator shall have no power to recommend new salary schedules or to recommend any monetary adjustment where there has been no wage loss.
8. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board. Any costs for transcripts of an arbitration proceeding shall be paid by the party requesting the transcripts.
9. Any grievance which is not appealed to arbitration within the time limit provided herein shall be considered adjusted and may not thereafter be so appealed. It is understood and agreed that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Association and the Board.
10. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
11. If an arbitrator deems it appropriate, he/she may order that the grievant's personnel file be expunged of references to the grievance and arbitration.
12. In the event an employee files a complaint or charge with a state or federal court or an administrative agency relating to the facts and issues involved in a grievance, the grievance shall be withdrawn.
13. A probationary employee may not grieve his/her termination.

## ARTICLE 5 - WAGES

- A. The hourly wage scales for employees shall be set forth in the Appendix.
- B. Employees will be paid at their regular rate of pay for attendance at required meetings requested by the Administration.
- C. To receive credit for one (1) year of service, the employee must have worked one hundred twenty (120) school days as a regular employee in that school.
- D. The Board shall pay contributions to the Michigan Public School Employees' Retirement System.
- E. The Board shall annually pay each cook a total of \$100 stipend each school year for work related clothing purchases (applies to shoes and clothing). This stipend shall be paid by August 1 of each school year and prorated for employees who work less than a full school year (August – June). By October 15 each year, each employee must turn receipts in to the district business office showing clothing purchases made with the \$100 stipend. The stipend may be used for any clothing items needed for the job.

The district may set shirt color and style requirements. Cooks are to wear their school purchased ID tags on their shirts at all times. ID tags will be replaced at district expense as needed due to wear and tear or at administrative discretion. Lost ID tags will be replaced at the employee's expense.

- F. Employees who have worked within the bargaining unit for ten (10) through fourteen (14) years shall be paid \$225 beginning with the 2008-09 school year as longevity payment. Employees who have worked within the bargaining unit more than fourteen (14) years shall be paid \$285.00 as longevity payment beginning with the 2008-09 school year. This pay shall be paid to the employee in the pay period after the last school day of the school year. Those employees not working a full year shall receive this pay pro rata in the pay period after the employee's last workday.
- G. An employee whose regular duties require a diaper or “dirty” clothes change, or rectally administered medication shall be paid \$1.00 per hour in addition to the employee's regular rate of pay for all time worked in the position. Employees who substitute for such employees shall be paid the additional premium for all time substituting in the position.
- H. Professional Development Stipend
  - 1. To obtain stipend for professional development, the employee must attend actual clock hours of principal-approved case work or in-service. (Coursework and inservice credit is outlined in Appendix A – Hourly Wage Scale.)
  - 2. Adjustments in pay for the professional development stipend shall only occur at the beginning of a semester

3. The employer will reimburse an employee's tuition up to \$100.00 per pre-approved semester credit hour to a maximum of \$600.00 per year, provided the employee receives a grade of "C" or above.
4. Adjustments in the professional development stipend shall begin effective January, 2000.
5. If the employee leaves employment of White Cloud within two (2) years of receipt of tuition reimbursement for coursework, he/she may be required to repay tuition costs to the district.

## **ARTICLE 6 – INSURANCE**

- A. The Board shall provide to employees and eligible dependents as defined by MESSA the following insurance coverage:

Employees working less than 20 hours per week will be provided:

\$20,000 MESSA term life insurance AD&D with waiver of premium for employee only

Long Term Disability insurance, 60-day waiting period, 66-2/3 benefits

Employees working 20 to 25 hours per week will be provided:

Delta Dental 70:70/70 plan for the employee only\*

VSP-2 vision insurance for the employee only\*

\$20,000 MESSA term life insurance AD&D with waiver of premium for employee only

Long Term Disability insurance, 60-day waiting period, 66-2/3 benefits

Employees working more than 25 to 34 hours per week will be provided:

Delta Dental 80:80/80/60 plan, including internal and external coordination of benefits (COB) for the employee and eligible dependents

VSP-2 vision insurance for the employee and eligible dependents

\$20,000 MESSA term life insurance AD&D with waiver of premium for employee only

Long Term Disability insurance, 60-day waiting period, 66-2/3 benefits

2002-04 \$75.00 per month and 2004-05 \$80.00 per month cash, which may be used toward a tax-sheltered annuity

Employees working more than 34 hours per week will be provided:

EFFECTIVE September 1, 2011 MESSA Choices II (PPO) with a 10/20 Rx, 100/200 in network and 250/500 out of network deductible, \$10 office co-pay, 4.5% member premium co-pay for the employee only

VSP-2 vision insurance for the employee and eligible dependents

Delta Dental 80:80/80/60 plan, including internal and external coordination of benefits (COB) for the employee and eligible dependents  
\$20,000 MESSA term life insurance AD&D with waiver of premium for employee only  
Long Term Disability insurance, 60-day waiting period, 66-2/3 benefits

Or, \$160 per month cash in lieu of health insurance, which may be used toward the purchase of a tax-sheltered annuity

The cost of insurance in excess of the Board contribution shall be deducted from the employee's paycheck.

- B. Employees who are provided with cash in lieu of health insurance above, but are not eligible for Board-paid health insurance, may use the cash to purchase MESSA insurance or options for which the employee is eligible, including a tax-sheltered annuity. Any cost in excess of the Board-provided cash shall be the responsibility of the individual employee and shall be payroll deducted from the employee's regular pay under the provisions of the District's cafeteria plan in accordance with Section 125 of the Internal Revenue Code of 1986, as amended. The employee shall be responsible and hold the Board harmless for any tax liability.
- C. In the event an employee is disabled through an injury or illness covered by Workers' Compensation, paid leave shall not be reduced and all his/her employee benefits will continue for a period of nine (9) months from the date Workers' Compensation benefits are approved.
- D. In the event an employee resigns during the school year, the insurance shall be continued until the employee has received the pro rata portion of the twelve (12) month insurance year earned at the time of the resignation. An employee hired after the first required workday of the school year shall be entitled to the above-mentioned employee benefits, subject to the insurer's underwriting guidelines. If an employee is terminated for just cause, the health insurance shall continue through the end of the month in which the employee was terminated.
- E. In the event an employee dies during the school year, providing the policy permits continued dependent coverage as defined by MESSA, the Board shall continue payment of the applicable premium through the following August 31. If the employee dies after the completion of the school year, providing the policy permits continued dependent coverage as defined by MESSA, the Board shall continue payment of the applicable premiums through August 31 of that year.
- F. The Board shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31, even though the employee may not be returning the next school year. Employee contributions towards health insurance for the summer months shall be paid in full by June 30 of each year.

- G. The open enrollment period shall be jointly established by the Board, the Association, and MESSA, including opportunities for summer pre-enrollment and fall enrollment.
- H. If a clerical or other type of error has been made regarding insurance coverage, premium payments on behalf of the employee shall be made retroactively to assure uninterrupted participation and coverage in accordance with the insurer's policy.
- I. Employees shall be included as additional covered insured under the liability insurance policy held by the Board of Education. Such liability coverage shall be provided to the employee for any employment-related incident where a question of liability arises, provided that the employee's action was in conformance with existing school policy.
- J. The Board shall be responsible for providing insurance applications and claim materials for those employees who so desire. Questions regarding insurance should be directed to the carrier at 800/292-4910.

## **ARTICLE 7 - PAID LEAVE**

### **A. General Conditions**

1. The Board shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated paid leave credit.
2. Employees must object to inaccuracies in the written statement of accumulated leave within twenty-five (25) working days of receipt of the statement; thereafter, the statement is final and conclusive.
3. Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's paid leave days up to thirty (30) days; thereafter, such days may be charged against the employee's paid leave. The Board shall pay to such employee only for those days not covered by the Michigan Workers' Compensation Act.
4. After the third consecutive day of absence or third absence in any single month or on days immediately preceding or following a holiday or break, the Board may request a doctor's verification of any illness or disability covering the length of the absence for which the employee is to be paid. If the Board requests a medical examination and such an examination is not covered by the employee's health insurance, the Board shall reimburse the employee for the cost.

### **B. Illness, Disability, Funeral, and Personal Leave**

Each employee, including recess aides, shall be credited with six (6) days of paid leave at the beginning of each semester (August and January). Employees, who because of termination or late hiring do not work a full year, shall be credited with one (1) day for each full month of work. The unused portion of paid leave shall accumulate from year to year to a maximum of seventy (70) days. Summer school employees shall be credited

with one (1) day of paid leave added to the employee's paid leave account for each summer school session worked.

Immediate family, as used in the following, shall be interpreted as husband, wife, children, stepchildren, father, mother, father-in-law, mother-in-law, siblings (including in-laws), and grandparents or grandchildren.

1. The employee may use all or any portion of his/her accumulated paid leave to recover from his/her own illness or disability.
  2. The employee may use a maximum of five (5) days of his/her accumulated paid leave per serious illness in the immediate family.
  3. The employee may use a maximum of five (5) days of his/her accumulated paid leave per death in the immediate family.
  4. The employee may use a maximum of one (1) day of his/her accumulated paid leave per death to attend the funeral of any person.
  5. The employee may use his/her accumulated paid leave for the employee's personal (non-medical) use. Up to two consecutive days may be used per event with administrative approval. These days may be used one day at a time for any personal reason, however, an employee planning to use a personal day shall notify his/her supervisor at least one (1) day in advance, except in case of emergency. Personal business days are intended to be used for conducting business which cannot take place during non-working hours.
  6. The employee may use a maximum of one (1) day of his/her accumulated paid leave in any school year for attendance or for preparation for the school graduation of a son, daughter, husband, or wife.
- C. Employees who have more than seventy (70) days, or have the maximum accumulation, paid leave days and who have not taken any of the six (6) days credited in a semester shall be paid 1/2 of their per diem rate for those unused days. Employees who have used one day of paid leave shall be paid 1/3 of their per diem rate for the remaining five (5) days and those who have used two days of paid leave shall be paid 1/4 of their per diem rate for the remaining four (4) days. Such incentive payments shall be made at the last pay before Christmas break and the last pay of the school year.

D. Jury Duty

Any employee called for jury duty during work hours shall be paid his/her full compensation for such time, provided that the employee gives to the district any remuneration, excluding reimbursement for meals and mileage.

## ARTICLE 8 - UNPAID LEAVES

### A. General Provisions

1. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/child care leave requests shall also include a statement from the attending physician indicating the anticipated date of the birth of the child.
2. At least fourteen (14) days prior to the date a leave is scheduled to expire, the employee shall notify the Board in writing of his/her intent to return to work. If notice is not given, it will be assumed the employee has resigned and the employee will be terminated.
3. An employee returning from an unpaid leave of absence due to illness and/or disability shall be reinstated to the same position and classification he/she held at the time the leave began, provided the leave was not more than twelve (12) months or that the position is vacant. In the event the employee's position has been eliminated due to layoff or reduced in hours during the leave, all the provisions of Article 14 - Layoff and Recall shall govern the employee's return.
4. An employee returning from an unpaid leave of absence not due to illness and/or disability shall be reinstated to a position within the same classification he/she held when the leave began, according to the following terms:
  - a. Same position if and only if this would mean at most a transfer or layoff of the least senior employee in the same classification.
  - b. If provision (a) cannot be followed, any vacant position for which he/she applies and is qualified, and only if he/she has greater seniority than the other applicants.
  - c. If neither (a) nor (b) can be followed, he/she shall have the right, on the basis of seniority, to be placed in the position held by the least senior member, providing his/her seniority is greater than that of the least senior member.
5. An employee on unpaid leave shall neither lose nor accumulate seniority. Placement on the wage scale upon return from a leave of one (1) year or more shall be the next step above the step occupied at the time the leave began, provided he/she worked ninety (90) days in the school year preceding the leave.

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

1. Association. A leave of absence of not more than one (1) year may be granted for the purpose of serving as an officer of the Association.

2. Public Service. A leave of absence of no more than one (1) year may be granted for the purpose of campaigning for or serving in a public office.
3. Child Care. A leave of absence of no more than one (1) year may be granted for the purpose of child care. The leave of absence for child care may be less than one (1) year provided the date of return is mutually agreed to by the employee and the Board.
4. General Leave. A leave of absence of no more than one (1) year may be granted for other reasons of a general nature.
5. Personal Illness. An employee who is unable to work because of personal illness or disability and who has exhausted all paid leave available shall, upon application, be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year, and the leave may be renewed up to one (1) year upon written request of the employee, if approved by the Board.
6. Unpaid leaves may be extended for more than one (1) year if approved by the Board in its sole discretion.
7. Applications for unpaid leaves of less than 10 days shall be submitted to the employee's supervisor for approval. Leaves of a longer duration shall be submitted to the superintendent for approval. All unpaid leaves shall be considered by the Board in the order, by date, in which they are received. The Board reserves the right to limit the number of unpaid leaves granted per year. Employees who take unpaid days without permission of their immediate supervisor may be subject to discipline.
8. Family Leave. A leave of absence of up to twelve (12) weeks during any twelve (12) month period, as defined in the Federal Family and Medical Leave Act ("FMLA") of 1993, shall be granted to any employee who has worked a minimum 1250 hours in the preceding twelve (12) months, pursuant to the FMLA, for any of the following purposes:
  - a. The birth or placement for adoption or foster care of a child;
  - b. Because of a serious mental health condition of a spouse, son, daughter, or parent of the employee (as defined in the FMLA of 1993);
  - c. Because of the employee's own serious health condition;
  - d. The care of a child under the age of 18, or an older child incapable of self-care because of a mental or physical disability.

If the leave is taken for medical reasons, the Board may require medical certification pursuant to the FMLA.

At the option of the employee and with the employer's consent, a family leave may be taken on an intermittent or reduced schedule basis for the serious health condition of the employee or the prescribed family members cited in (b) or (c) above. In the event an employee must be transferred in order to better accommodate recurring periods of leave, all the transfer language of Article 13 - Vacancies, Transfers, and Promotions shall apply.

The employer shall continue all health benefits during the twelve (12) week leave. If the employee fails to return from leave at its expiration, except in the event of the continuance, onset, or recurrence of a serious health condition of the employee, other circumstances beyond the employee's control, or the extension of the unpaid leave, the Board shall have the right to recover all premium payments made during the unpaid leave interval.

The general provisions of subsection (A) shall be applicable.

The employee may choose to utilize paid leave, personal leave, and/or vacation leave for all or part of the duration of the leave where otherwise authorized by this Agreement or as additionally authorized by the employer.

Any unpaid time granted (and approved by the administration) and taken for FMLA qualifying reasons (illness/absence) will be considered appropriate sick/medical leave and will not exclude the employee from receipt of holiday pay.

Upon return, the employee shall be returned to the position held at the beginning of the leave per section A.3 of this Article.

- C. When an employee is on approved leave of absence, his/her accumulated personal illness/disability days will be held in escrow for the duration of the approved leave. The employee's seniority will be frozen at the level held immediately prior to the approved leave. Seniority will not accumulate while an employee is on approved leave. If an employee changes employment positions within the bargaining unit but remains continuously employed by the Board, his/her accumulated personal illness-disability days will follow the employee to the new employment position.

## **ARTICLE 9 - HOLIDAYS**

All employees will receive their normal day's pay for the following holidays:

- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- New Year's Day
- Good Friday
- Memorial Day

The employee must work the last scheduled workday before and the first scheduled workday after the holiday to be paid for the holiday. Employees who are on a paid leave are eligible to receive holiday pay.

Each school year each employee shall be granted one (1) floating holiday to be used at the employee's discretion during a time that school is not in session.

#### **ARTICLE 10 - SCHOOL CLOSING**

In the event school has a delayed start or is closed early because of inclement weather, employees will receive their normal day's pay provided that they are working that day. In the event school is closed because of inclement weather or any other act of God, employees shall not be required to report for work but shall receive their regular pay for such days. However, should such days not be counted as days of pupil instruction, all such days shall be rescheduled by the district and employees shall be required to work on such rescheduled days with no additional salary paid. Employees will be notified when they are expected to report at their regularly scheduled time on days when school is delayed.

#### **ARTICLE 11 - CONTRARY TO LAW**

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

#### **ARTICLE 12 - SENIORITY**

- A. Seniority shall be defined as the length of service within any bargaining unit position and shall begin to accrue on the first day of work in the bargaining unit position. In the event more than one individual has the same starting date of work in the same classification, position on the seniority list shall be determined by drawing lots on the first day of work before work commences, unless their exact starting time differs, in which case the earlier time prevails. (Note: Special education paraprofessionals who were formerly Newaygo County paraprofessionals determine seniority per attached 1993 Transition Agreement).
- B. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall be determined as provided in Section A, above.
- C. Employees may hold 2 or more seniority dates. The 1<sup>st</sup> date shall be the 1<sup>st</sup> day of work in the bargaining unit. The other date(s) shall be the 1<sup>st</sup> day of work in each classification (paraprofessional, cook, outdoor recess aide) in which the employee has worked. Whenever an employee changes from one classification to another, the amount of seniority accrued in that classification shall be frozen

- D. The Board shall prepare, maintain, and provide a copy of the seniority list to the Association in October of each school year and upon request.
- E. The Association must correct any errors in the seniority list within ten (10) working days of receipt of the October list; otherwise, it forfeits any right to make corrections.
- F. Any employee who has been partially incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Board, may at his/her option, "bump" in his/her classification and replace the least senior employee if no vacancy is available. If any vacancy exists within the bargaining unit which he/she is capable of performing, the position must be accepted if offered. This shall apply only while the employee is incapacitated, after which time he/she shall return to his/her regular position.
- G. Seniority shall be lost by any employee upon termination, resignation, retirement, or transfer to a non-bargaining unit position or layoff of more than five (5) years provided that after the first year of layoff, the laid off employee provides written notification by June 30 each year to the district business office of his/her intent to remain on the recall list. This notice shall include the employee's current mailing address. Seniority shall continue to accrue during a layoff.

### **ARTICLE 13 - VACANCIES, TRANSFERS, AND PROMOTIONS**

- A. Vacancies of a temporary nature shall be defined as any vacancy otherwise held by an employee on a leave of absence.
- B. "Permanent vacancy" shall be defined as a newly-created position or any vacancy created when an employee permanently leaves a bargaining unit position.
- C. The Board shall not be required to post temporary vacancies, and such vacancies shall be filled by any qualified employee on layoff from the district, provided that such vacancies shall be offered to laid off employees on the basis of seniority. If there is no qualified employee on layoff from the district, the Board may fill the temporary vacancy from any source.
- D. Whenever a permanent vacancy exists, such vacancies shall be filled according to the following:
  - 1. All vacancies occurring during the school year will be posted in the lounges and principals' offices for a period of five (5) working days. Interested employees may apply in writing to the Superintendent within the five (5) day posting period. The Board shall notify the Association President of vacancies occurring within the bargaining unit during summer months or vacation times. This notice will be sent by U.S. Mail. Interested employees may apply in writing to the Superintendent within ten (10) work days of the postmark on the notice.
  - 2. Vacancies shall be posted for bid with qualifications specified, and the most senior qualified employee applying from that classification shall be awarded the

job. If no qualified applicants apply from within the classification, the Board will consider other internal and external candidates.

3. Within ten (10) working days after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected. A copy will be sent to the Association President.

In the event no current employee applies, the ten (10) days limit shall not apply.

4. Employees transferring to another bargaining unit position shall be given a maximum thirty (30) workday trial. If the Administration or the employee determines that the position transfer is unsuccessful, the employee shall "bump" to the former assignment if the position is not eliminated or reduced.

- a. In the event the former position is not available or the position's work hours reduced, the employee shall be able to bump/displace the least senior employee in the classification with the closest number of hours to keep the employee whole.

- b. If no bump is available, as outlined in 4.a.,

- 1) the Administration shall allow a voluntary transfer between the employee and any other employee if approved by the Administration.

- 2) If the voluntary transfer is not practical, the Administration shall meet with the Union to arrange an involuntary transfer between the least senior employee(s) in an effort to preserve the work hours.

In the event that an employee is displaced by the above procedures, the employee shall be temporarily assigned to the vacated position (if not eliminated) until it is reposted and filled as outlined in this agreement.

5. Employees shall not be placed on a lower step on the salary schedule or wage scale due to an involuntary transfer or assignment to a temporary vacancy. In the event an employee applies for and is selected for a permanent vacancy that has a lower rate of pay, the employee shall be paid the rate of pay assigned to that position.

6. The parties agree that voluntary transfers are preferred and involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be effected only for reasonable and just cause. When an involuntary transfer is necessary, the Administration shall meet with the Union to explore alternatives and if alternatives are not practical, the parties will arrange for least senior transfers that will meet the district's needs.

7. An employee's pay rate shall not be reduced by any temporary change in duties.

8. Once posted and job bidding closed, a job posting shall not be changed.
  9. In the event no employees apply for the vacancy, the vacancy shall then be filled by the recall of qualified employees on layoff in the order set forth in Article 14 - Layoff and Recall of this Agreement.
  10. Employees transferring after July 1, 1990 to another bargaining unit classification shall receive one-half (1/2) their experience service credit earned in their prior bargaining unit classification for the purpose of experience steps on the wage schedule of the new classification.
- E. In the event the district modifies a current position in such a way that it involves a significant reassigning of tasks or the proportions of various tasks that are normally assigned to the position, and does not plan to continue that same employee in the position, the job shall be declared available to all employees of the classification. This notification shall be posted in writing in the lounges and principal's office. Employees who are interested in the position shall so notify the Superintendent within ten (10) working days of the posting of their interest in the position. The most senior qualified employee applying from the affected classification shall be awarded the position. All provisions of this Article except for D.1 and D.2 shall apply to this procedure.
- F. It is understood that the decision to fill a vacancy shall be left to the discretion of the Board provided that such decision is not in conflict with any other terms and conditions of this Agreement.
- G. Employees may be assigned to perform the duties of an absent employee as deemed necessary by the employer. After serving ten (10) consecutive days in the position, employees substituting shall be paid at the rate of the position in which substituting, provided it is not less than employee's regular pay rate. Employees transferred to fill temporary vacancies shall be returned to their former position upon completion of the temporary assignment.
- H. Short-term Paraprofessionals
1. Short-term paraprofessionals are:
    - a. not within the bargaining unit
    - b. not substitutes for the purpose of a temporary vacancy as set forth in this Article.
    - c. individuals hired:
      - 1) from the beginning of a semester to student count day; or
      - 2) for a period of twenty-five (25) days or less after each semester's student count day.

- d. The district has the sole discretion as the terms and conditions of employment of short-term paraprofessionals.
2. If a permanent position is to be created following the student count day or after the 25<sup>th</sup> day, the employer must post the vacancy per this Article within five (5) days.
3. If the same short-term paraprofessional is hired for the newly created vacancy, the seniority date, probationary period, and placement on the contract wage scale shall be effective as of the date of notification of hire by the Superintendent's office. This notification shall be provided within ten (10) days of the closing date of the posting.
4. The Association will be notified of short-term paraprofessional in writing within five (5) days of the creation of the short-term position.

#### **ARTICLE 14 - LAYOFF AND RECALL**

- A. "Layoff" shall be defined as a necessary reduction in the work force which is beyond normal attrition.
- B. In the event of layoff involving the termination of positions, the following procedure shall be followed:
  1. The Board shall identify the specific position(s) to be eliminated and shall notify by May 30 of each year, if known at that time, for the succeeding school year, the employees in those positions.
  2. The Board shall then ask if any employees in the affected classification wish a voluntary layoff. Employees accepting a voluntary layoff shall have all rights under this Agreement and shall be treated as any other layoff. Employees shall have seven (7) calendar days to notify the Board, in writing, of acceptance of a voluntary layoff.
  3. If insufficient request for voluntary layoffs are made, the employee(s) in the affected position(s) shall have the right to:
    - a. bump someone who is less senior holding a position in a classification in which the affected employee has seniority;
    - b. bid on another posted position pursuant to Article 13 - Vacancies; or
    - c. accept a layoff.
  4. Any and all employees displaced by provision 3, above, shall have the same rights, as long as there are less senior employees in that classification.

5. In the event layoffs become necessary, employees to be laid off will be provided notification of layoff at least sixty (60) calendar days prior to the effective date of layoff except in case of emergency.
- C. In the event of a reduction in the work hours, 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 employees' work hours take effect until the Board gives ten (10) working days' written notice to the affected employees. Further, employee hours shall not be reduced as the result of increased student aide/worker/employee hours in the event that the district does reduce employee hours. In the event that the district does reduce employee hours student aide/worker/employee hours shall not be increased. Special needs student work study placements shall not factor in this provision provided the placement does not replace employees.
- D. Any employee displaced by the above provisions shall be given the first chance to return to the employee's previous position, should the position become open or vacant within five (5) years from the date of layoff.
- E. 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 subscriber group rate premium for such benefits to the Board.
- F. Employees shall be recalled in inverse order of layoff according to seniority to any position for which they are qualified. Any employee who has served more than thirty (30) working days in a position shall be deemed qualified for any position in that classification. Upon recall from layoff, the employee shall be subject to the maximum thirty (30) workday trial period. If unsuccessful within that time, they shall return to layoff status, retaining recall rights to all other positions for which they are qualified. Employees shall remain on the recall list for five (5) years provided that after the first year of layoff, the laid off employee provides written notification by June 30 each year to the district business office of his/her intent to remain on the recall list. This notice shall include the employee's current mailing address.
- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given at least five (5) working days from the receipt of notice to report for work. The Board may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified, shall forfeit his/her seniority rights.
- H. Employees who collect unemployment compensation during a scheduled school break, do not receive notice of layoff, and who return to work with no loss in regular

compensation shall reimburse the district the unemployment compensation received. The employee's reimbursement shall be through a lump sum payment or payroll deduction. If legislation allows for such unemployment during school breaks without being notified of layoff, the employee shall not be required to reimburse the district.

#### **ARTICLE 15 - PROBATIONARY EMPLOYEES**

- A. Any new employee will be considered a probationary employee until he/she has been employed for ninety (90) work days. At the end of the probationary period, each new employee will be entered on the seniority list as of the date of his/her employment in the bargaining unit. Probationary employees shall have no vested interest in continuing employment until completion of their probationary period.
- B. Benefits such as insurance, paid leave, and holiday will not be granted to an employee during the employee's initial 90 work day employment probationary period. Except as follows:
  - 1. One paid leave day will be granted per month for the employee's use and the balance of the employee's annual allotment of paid leave will be granted upon the conclusion of the probationary period.
  - 2. Employees on probation (initial) can use unpaid leave days upon proper approval for illness and personal business.

#### **ARTICLE 16 - SEVERANCE PAY**

After five (5) years of service in the White Cloud School District, an employee shall, upon leaving the employment of the district, be paid twenty-five dollars (\$25.00) per day for fifty percent (50%) of his/her unused paid leave days, provided that the employee's service to the district was not terminated for cause.

#### **ARTICLE 17 - NOON AND RECESS DUTY**

- A. Paraprofessionals will be assigned outside duty and special events by the Administration in consultation with the Association. The published schedule shall require the signature of the association president and superintendent, or their designee(s) in their absence. However, the Administration in special circumstances or emergencies may make temporary assignments. If the parties cannot reach a consensus, the Superintendent shall make the final decision.
- B. Each recess and at noon, paraprofessional's outside recess duty shall be limited to twenty (20) minutes during each morning and afternoon recess and thirty-five (35) minutes during the noon recess. This provision shall not apply to early arrival time, bus duty, or before school recess. It is also not applicable to the classification of outdoor recess aide. Recess aides shall not be assigned lunchroom or classroom duties. They will be assigned to supervise indoor recesses.

While paraprofessionals are on playground duty, the safety of the students shall be a key criteria in setting the student to paraprofessional ratio. Outside recess and other outdoor activities (such as CBI student activities, recycling, etc.) that require employee participation will not be scheduled when the wind chill factor is below 10°F. This does not include required transportation loading or unloading or brief trips necessary to obtain supplies or other materials. The Administration retains the right to cancel any event due to extenuating weather considerations.

A procedure, agreed upon between the parties, shall be developed that assures that an adult will be available to supervise the assigned students in the event of an injury or a situation which takes the assigned paraprofessional away from the playground.

- C. The lowest seniority aides who are scheduled to work at that time shall have bus duty unless a more senior aide volunteers. At least two (2) paraprofessionals shall be assigned bus duty per loading or drop-off point.
- D. Any full day high school paraprofessional shall not have outside duty. However, they may be assigned to supervise bus loading and unloading before and after school and at noon for vocational runs at the discretion of the Administration and in conjunction with Paragraph C above.
- E. Paraprofessionals may be assigned to monitor individual classrooms prior to the teachers' scheduled morning (school start) arrival time.

#### **ARTICLE 18 - BARGAINING UNIT WORK**

- A. Employment in excess of the employee's contract, such as summer work, or when school is not in session, shall be awarded to the employee normally employed in that position. If the extra employment is not desired by the employee normally employed in that position, the extra work shall be offered to other employees in order of seniority.

This provision shall apply to kitchen work as well. By the end of the school year, interested employees shall sign a "summer employment interest" list if the employee is available for summer work and wishes to be contacted and offered work as it becomes available. In the event that no one on the summer employment list is able to do the work, the district may fill the work from any source.

- B. It is understood that non-unit members shall not assume or be assigned additional bargaining unit work in the event of the layoff or reduction of hours of bargaining unit members. This provision applies to working supervisors as well as volunteers and other employees of the district.
- C. Paraprofessionals shall not be scheduled to supervise a classroom in the absence of a teacher. In an emergency a paraprofessional shall supervise a classroom only until a certified substitute can be obtained. The school media center shall be considered a classroom for purposes of this provision.

Exceptions for classroom supervision shall be the library parapro position and settings that require a CDA license, but in no event shall a library parapro (library or media only) or CDA parapro be responsible to supervise any more than twenty-eight (28) students without a certified teacher in attendance.

## **ARTICLE 19 - EVALUATIONS**

- A. Formal observation of the work of each employee shall be conducted in person and with the full knowledge of the employee.
- B. Employee evaluation shall be primarily by formal observation of employee work. Observations shall be for periods of time that accurately sample the employee's work. Informal evaluations, done by the evaluator, and which had been reduced to writing and shared with the employee during the current work year may be referred to in the formal evaluation.
- C. Each formal observation shall be preceded by not less than 48 hours' notice. There may be additional informal observations or evaluations during the year.
- D. Each employee, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific written criteria upon which he/she will be evaluated. The specific criteria shall be derived from the job description as set forth in Appendix B - Job Description.
- E. Work outside of the employee's normal assigned duties shall not be evaluated.
- F. Evaluation shall be based primarily on the personal observation conducted by the employee's immediate supervisor (principal, assistant principal, or food service supervisor), or if agreed to by the employee, another public school administrator mutually selected by the employee and the Superintendent. If an employee is to be given the opportunity to be evaluated formally by an administrator other than his/her regular supervisor during the work year, the employee will be so informed of this option in writing no less than fifteen (15) workdays prior to the formal evaluation.
- G. All evaluations shall be reduced to writing and a copy given to the employee within ten (10) working days of the evaluation. If the employee disagrees with the evaluation, he/she may submit a written response within ten (10) working days which shall be attached to the file copy of the evaluation in question. If an administrator believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms and shall include an identification of the specific ways in which the employee is to improve and the assistance to be given by the Administration towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- H. Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may submit

additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the employee's personnel file.

- I. At the completion of the probationary period, an evaluation of the employee's work shall be completed, following procedures of this provision.
- J. In the event an employee is not continued in employment, the Board will advise the employee of the specific reasons therefore in writing, with a copy to the Association.
- K. Each employee's evaluation shall be dated and shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this employee is \_\_\_\_\_satisfactory, \_\_\_\_\_unsatisfactory (check one)."
- L. If a formal evaluation is done, it shall be completed within the school year.

## **ARTICLE 20 - WORK HOURS**

- A. Employees will be employed for their normal scheduled workday on those days when school is scheduled to be in session less than their regular scheduled workday, provided there are duties that can be performed when students are not scheduled to be in attendance.
- B. Employees scheduled to work five (5) or more hours per day shall have a minimum of thirty (30) minutes continuous lunch break.

Also, each employee who works more than five (5) hours will have a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon as scheduled by the building principal. Employees who work three (3) to five (5) hours shall receive one paid fifteen (15) minute break as scheduled by the building principal. It is expressly understood that any cook who does not receive a lunch break as specified above, or any cook who does not have a lunch break scheduled before serving lunch, shall have his/her fifteen (15) minute break, or lunch break if not taken earlier, scheduled immediately after lunch is served.

- C. Normally employees will leave at the end of their regular shift unless directed otherwise. On half days and other irregular days when students are dismissed earlier than normal staff are not required to work beyond student dismissal time unless directed otherwise.
- D. No employee shall be required to punch a time clock.
- E. 1. In the event cooks are needed to work banquets, special dinners, etc., the work shall be offered to the cooks on a rotating basis beginning with the most senior cook. No cook shall be required to accept the extra work except in the event that no cook accepts the extra work, in which case the least senior cook shall be required to work.

2. If, during the rotation, a cook should refuse the work, no additional offers of extra work would be made until a complete rotation has been made.
  3. Cooks scheduled to work the Alumni Banquet shall be paid one and one-half (1½) times their regular hourly rate.
  4. If an outside group (such as PTO, etc.) uses the kitchen facilities, one cook who normally works in that kitchen shall be scheduled at their regular rate of pay to report one (1) hour before their regular starting time to sanitize the facilities. Assignments shall be rotated among the cooks in that building.
- F. In the event an employee is required to travel between buildings as part of his/her duties, the travel time shall be scheduled so as not to interfere with and/or reduce the employee's lunch break or lunch time.
- G. Employees whose work assignment is forty (40) hours per week, fifty-two (52) weeks per year, shall be called full-time employees.

Employees whose normal work year corresponds to the school year with the possible addition of a work week, more or less, prior to the commencement of school and/or after the closing of school and works an excess of twenty-nine (29) hours per week shall be called full-time school year employees.

Employees whose normal work week is equal to or less than twenty-nine (29) hours per week during the school year shall be called part-time employees.

- H. In the event that the district determines the need to reduce hours, every effort will be made to reduce whole positions rather than reducing the positions of more than one employee. If it is not possible to reduce full positions and one or more positions must be reduced to accomplish the hour reductions, the district shall make every effort to reduce the work hours of the least senior employees within that classification, understanding that some allowance may need to be made for school schedule needs and specific job skills.

## **ARTICLE 21 - ASSOCIATION SECURITY AND DUES DEDUCTIONS**

- A. Each non-probationary employee covered by this Agreement, excluding those employees who were not Association members at the time this Agreement was executed shall, as a condition of employment, join the Association or pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that Policy. The service fee shall not exceed the amount of Association dues collected from Association members. The employee may authorize payroll deduction for such fee. In the event an employee shall not pay and is not exempt from paying such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the employee's salary and remit the same to the Association under the procedure provided below.

- B. After a service fee payer has utilized the Association's Administrative Procedures, the procedure in all cases of non-payment of the appropriate service fee shall be as follows:
1. The Association shall notify the employee of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the Association's notification to the employee, he/she shall be reported to the Board, and a deduction of the service fee shall be made from his/her salary.
  2. If the employee fails to comply, the Association shall give a copy of the letter sent to the delinquent employee and the following written notice to the Board at the end of the fourteen (14) day period.

The Association certifies that     (name)     has failed to tender the periodic service fee required as a condition of employment under this Agreement and demands that under the terms of this Agreement, the Board deduct the delinquent service fees from the employee's salary. The Association certifies that the amount of the service fee includes only those items authorized by law.
  3. The Board, upon receipt of said notice and request for deduction, shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between employees.
- C. With respect to all sums deducted by the Board pursuant to this Article, the Board agrees promptly to disburse said sums directly to the Association.
- D. Employees may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association policy will be provided by the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures."
- C. The Association agrees, upon request, to defend the Board, its officers, agents or employees in any suit brought against all or any of them regarding this Article of this Agreement, and to indemnify the Board, its officers, agents or employees for any costs or damages which may be assessed against all or any of them regarding this Article of this Agreement. If the hold harmless clause is found invalid, the parties shall negotiate an alternative to this hold harmless provision and the involuntary deduction procedure if necessary.

## **ARTICLE 22 - MISCELLANEOUS**

- A. Employees shall have the right to use school facilities at reasonable hours when said facilities are open and staffed and classes are not in session, to hold meetings that are

exclusively for employees. Requests for such use of facilities should be directed to the building principal.

- B. The Board shall reimburse an employee for any loss, damage or destruction through vandalism or accident of clothing or personal property of the employee not covered by the employee's personal insurance, when such employee is on duty in the school, on work related activities, or on school premises, providing that such loss, damage, or destruction of clothing or personal property was not caused by the individual employee's neglect.
- C. When the school calendar has been established, the Board shall distribute it to all employees in the bargaining unit.
- D. Student health problems and injuries shall be referred to the building principal.
- E.
  - 1. If employees are required to administer medications, perform medical procedures or provide health related services to a student which require specialized medical training, the district shall:
    - a. provide appropriate training to affected employees
    - b. provide the employee with written instructions as to the procedure
    - c. provide the employee the student's physician name and telephone number.
  - 2. If a paraprofessional must perform a health related service for a student, a volunteer paraprofessional shall be solicited in writing annually and the most senior qualified applicant shall be transferred to the position. The paraprofessional who would otherwise be assigned to perform the service shall be transferred to the successful applicant's position. If no paraprofessional volunteers, the least senior paraprofessional shall be assigned the duties.
- F. Participation by an employee on school improvement program committees (SIP) shall be voluntary. The employee's participation on such committees shall not be a factor in the employee's evaluation. If any decision of SIP committee recommends action that is contrary to this Agreement, these actions will be subject to the negotiation process.
- G. Job descriptions shall be as outlined in Appendix B - Job Descriptions.

**ARTICLE 23 - DURATION**

This Agreement is the complete agreement between the parties and shall become effective on July 1, 2011, and will remain in effect until June 30, 2012.

SIGNED:

WHITE CLOUD BOARD OF EDUCATION

WHITE CLOUD EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Negotiator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A - HOURLY WAGE SCALES

### 2011-2012 (continuation of the 2009-2010 wage schedule) – freeze wages

All bargaining unit members eligible for a step increase in 2010-11 will be restored to their appropriate 2010-11 step and paid for that step effective with the beginning of the 2011-12 school year. This step increase includes the professional development / CEU's level movement earned by an employee as of the end of the 2010-11 school year. (2011-12 eligible step increases will not be paid in 2011-12)

<u>STEP</u>	<u>ALL FULL-TIME AND PART-TIME COOKS PARAPROFESSIONALS AND RECESS AIDES</u>						<u>SPECIAL EDUCATION PARA-PROFESSIONALS</u>	<u>LIBRARY PARA-PROFESSIONALS AND LUNCH PARA-PROFESSIONALS</u>
	<u>Base</u>	<u>+15 hrs*</u>	<u>+30 hrs*</u>	<u>+45 hrs*</u>	<u>+60 hrs*</u>	<u>+75 hrs***</u>	<u>plus</u>	<u>plus</u>
1	8.42	8.54	8.66	8.80	8.89	8.97	0.50 per hr.	0.40/0.50**
2	9.42	9.57	9.70	9.85	9.95	10.05	added to the	per hour
3	10.17	10.31	10.48	10.64	10.75	10.86	employee's	added to the
4	10.82	10.98	11.14	11.30	11.41	11.53	regular rate	employee's
5	11.17	11.33	11.51	11.69	11.81	11.93	of pay	regular
6	11.44	11.60	11.77	11.96	12.07	12.19		rate of pay

\* see coursework / inservice credit details below

\*\* +0.50 rate applies to library paraprofessionals who are not under direct supervision of a certified librarian during the regular workday.

\*\*\* New 75-hour provision is to be retroactive to September 1, 2009, for all who qualify.

\* If an employee completes 15 hours of approved coursework and/or district-provided in-service, add 1.5%. If an employee completes 30 hours of approved coursework and/or district-provided in-service, add another 1.5%. If an employee completes 45 hours of approved coursework and/or district-provided in-service, add a third 1.5%. Effective January 19, 2007, if an employee completes 60 hours of approved coursework or district provided in-service, add an additional 1%. Effective September 1, 2009, if an employee has completed or completes 75 hours of approved coursework or district provided in-service, add an additional 1% above the previous additions to the employee's hourly wage.

Wage adjustments will be made at the start of a semester.

NOTE: At the employee's option, the first day of school will count as 3 hours of in-service credit or the employee can elect to be paid for their time.

Attendance Incentive – Any employee who is absent less than five (5) days during the school year will be paid an additional ten cents (.10) per hour. This amount will be paid in a separate check on the payroll following the last day of the school year.

Summer School – \$10.50 per hour; increased by the same rate of increase as other hourly rates above for 2007-08.

Tuition - The district will reimburse each employee up to \$600 tuition costs per year for approved courses, provided the employee satisfactorily completes the course (C or better). Course work must be approved by the employee's building principal or food service director before registering for the class. If the employee terminates employment, she must repay tuition reimbursement received during the prior two years.

Professional Development / In service – The support staff shall be offered three (3) hours of professional development at the start of each school year and an additional six (6) hours of professional development during teacher in service days, or in the case of food service these hours may be offered after regular work hours. Employees shall be paid regular hourly wages for all above hours that they are in attendance for professional development. This does not prevent the employer from offering additional professional development nor does it change the present arrangements with regard to present food service / kitchen training and/or offerings. New hires will receive only the training that is available after the employee's hire date.

For the 2011-12 school year only, one additional employee in-service/training day will be added to the regular school year schedule and made available to all employees. Attendance will be at the employee's discretion and will be paid at the employee's regular daily rate of pay or CEU's will be granted at the employee's discretion.

## APPENDIX B - JOB DESCRIPTION

- A. Job descriptions for employees shall be developed jointly by the Board and the Association.
- B. The description shall be distributed to all current employees and to all new employees when hired by the district and when changes are made per Section D below.
- C. The job description will include at a minimum:
1. Job title and description
  2. Minimum requirements
  3. A general statement of required tasks and responsibilities
  4. At the beginning of each year, a job assignment sheet shall be provided to each employee which may be subject to change.
- D. Upon creation of a new job or modification of a current job, a committee of not more than three (3) employees and three (3) representatives of the Board shall meet to develop and modify the job descriptions set forth below. No job description shall be promulgated unless the parties agree with regard to job duties and responsibilities.
- E. **Duties and Responsibilities of Paraprofessionals**
- To work with individual students or small groups of students as assigned by the classroom teacher.
- To assist classroom teachers with correcting papers and record keeping.
- To supervise students in the morning prior to the beginning of classes, during recesses, and after school while buses are being boarded.
- To serve as hall monitor.
- To supervise locker rooms.
- To serve as a mail clerk.
- To assist in the offices as needed or assigned.
- To perform other duties as assigned by the building principal.
- F. **Duties and Responsibilities of Library Paraprofessionals**
- To oversee the circulation of the library's materials.
- To maintain and repair library materials and equipment.
- To repair A.V. equipment.
- To provide reading guidance to the students.
- To process materials received in the library.
- To establish a class visitation schedule.
- To communicate with the teaching staff regarding available services, needs, new materials and equipment, problems, etc.
- To inventory the materials and equipment retained in the library.

- To promote the use of the library.
- To evaluate any student aides assigned to the library.
- To perform other duties as assigned by the building principal.

**G. Duties and Responsibilities of Food Service**

- To prepare all food according to a planned menu, as directed by the Food Service Director.
- To supervise the serving line.
- To clean off tables and serving counters.
- To help determine the quantity of food to be served and to control food portions served.
- To properly rotate fresh fruit stock.
- To report to the Food Service Director any problems or accidents occurring in the kitchen or cafeteria area.
- To do all the baking.
- To assist in daily cleaning of all kitchen equipment, including the freezer, walk-in and storeroom.
- To serve all students.
- To sell a la carte items and "seconds".
- To perform any additional duties assigned as needed by the Food Service Director.

**H. Duties and Responsibilities of Recess Attendants**

- To supervise students during recess.
- Follow posted recess rules and procedures.
- Arrive in a timely manner.
- Follow up and complete all appropriate paperwork for all recess incidents.
- Report all accidents, injuries, and problems to appropriate person in a timely manner.
- Do all other work as assigned.

LETTER OF UNDERSTANDING

Between White Cloud Educational Support Personnel Association  
and White Cloud Public Schools Board of Education

Re: Medically Fragile Students

The parties have agreed on a number of conditions governing "medically-related tasks" that a paraprofessional may be assigned, including a selection process to determine which paraprofessional will be assigned those medically-related tasks and the conditions surrounding the assignment. In addition to the previously negotiated language, the parties agree to the following:

1. The medical provider schedule will be published weekly to all personnel involved with students who have regular need of medical care. The medical provider shall be regularly and routinely assigned to perform all medically-related tasks except for diapering of students.
2. The paraprofessional, designated per the Master Agreement to the Medical Paraprofessional role, shall perform only those limited tasks for which he/she has been properly trained. The Medical Paraprofessional shall be used for these medically-related tasks only when the school nurse is unavailable.
3. The district shall train one paraprofessional, either a volunteer or, should no volunteer be forthcoming, the least senior paraprofessional, designated per the Agreement, to perform those medically-related tasks in the event the school nurse is unavailable.
4. The District shall train two (2) paraprofessionals, either two (2) volunteers or, should no volunteers be forthcoming, the two (2) least senior paraprofessionals, designated per the Agreement, to change diapers.

Of these two (2) paraprofessionals, one, either a volunteer or the least senior paraprofessional, whichever is applicable, shall be primarily designated as the diapering paraprofessional. The second paraprofessional shall not be assigned to perform diapering unless the primarily designated paraprofessional is unavailable.

5. At the request of any paraprofessional who is assigned diapering or toileting duties, every effort will be made when scheduling allows to provide an additional paraprofessional, or other district employee, to assist in monitoring diapering or toileting.
6. In the event the position of medical provider is vacant and/or the district decides not to assign the medically-related tasks outside of the bargaining unit, the district agrees to bargain the issue of compensation for the performance of these medically-related tasks with the White Cloud Educational Support Personnel Association.

For the White Cloud Public Schools  
Board of Education

For the White Cloud Educational Support  
Personnel Association

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

LETTER OF UNDERSTANDING

Between White Cloud Educational Support Personnel Association  
and White Cloud Public Schools Board of Education

The parties have agreed to the following:

Employees in 1995-96 who received \$100 or \$150 per month for the tax-sheltered annuities will continue to receive payments as outlined below. Those persons are:

	<u>Hours/week</u>	<u>TSA</u> Effective 9-1-06
Peggy Derks	40.00	160.00
Annette Allen	31.25	110.00
Marcia White	31.25	110.00

For the White Cloud Public Schools  
Board of Education

For the White Cloud Educational Support  
Personnel Association

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

LETTER OF UNDERSTANDING

Between White Cloud Educational Support Personnel Association  
and White Cloud Public Schools Board of Education

The parties agree that the following named employees will be eligible for full family health insurance, provided the employee continues to work more than thirty-four (34) hours per week:

Peggy Derks

For the White Cloud Public Schools  
Board of Education

For the White Cloud Educational Support  
Personnel Association

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING

Between White Cloud Educational Support Personnel Association  
and White Cloud Public Schools Board of Education

The parties agree as follows:

1. The position of an Interactive Television Proctor paraprofessional (IT Proctor) shall be included into the bargaining unit of the support staff effective upon placement of the position. The position shall be placed upon the salary schedule for a special education paraprofessional rate of pay.
2. If a member of the White Cloud Educational Support Personnel Association applies and receives the position of the IT Proctor, he/she shall not be eligible for health insurance or other benefits that the employee would not otherwise be eligible for prior to receipt of the IT Proctor position, even if those accumulative hours exceed the contractually required number of hours for receipt of benefits.

For the White Cloud Public Schools  
Board of Education

For the White Cloud Educational Support  
Personnel Association

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\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING

Between White Cloud Educational Support Personnel Association  
and White Cloud Public Schools Board of Education

The parties agree that the Community Education and recreation programs, which are operated jointly with the City of White Cloud, shall not be subject to compensation and benefits set forth in the Master Agreement

For the White Cloud Public Schools  
Board of Education

For the White Cloud Educational Support  
Personnel Association

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LETTER OF AGREEMENT

Between White Cloud Educational Support Personnel Association  
and White Cloud Public Schools Board of Education

ESEA/NCLB Highly Qualified Paraprofessionals

The parties hereby agree:

- A. No bargaining unit member shall be involuntarily transferred in order to implement a school improvement plan developed pursuant to the “No Child Left Behind Act of 2001” 20 USC 6301 et seq.
- B. Employees who are required to be highly qualified under the rules and regulations of ESEA (No Child Left Behind) shall meet highly qualified requirements as established by the Michigan Department of Education and ESEA within the appropriate timelines, and that the job description for the Title I paraprofessional include this qualification statement.
- C. If a paraprofessional has been determined by another school district or by the Michigan Department of Education as meeting the requirements of 20 USC 6319(c), then he/she shall be considered by this school district as meeting the requirements of 20 USC 6319(c).
- D. If a current employee does not meet the “highly qualified” requirements within the timeline allowed and the employee’s position requires “highly qualified” status, the district shall notify the employee that she/he does not meet the job requirements of the position the employee holds. The employee shall be able to bid on any vacancies that are available and if that does not result in a position for the employee that preserves the employee’s work hours the employee shall be able to displace the least senior employee, provided the employee is qualified for the position, which preserves the greatest portion of the employee’s work hours. At the employee’s option he/she can elect to not preserve her/his work hours and then must bump the least senior employee for which the employee is qualified. If none of the above result in a position for the employee, the employee will be considered on lay-off and shall be subject to recall as provided in the lay-off provision. Lay-off status as outlined here does not provide any further “bump rights” than those outlined above.

For the White Cloud Public Schools  
Board of Education

For the White Cloud Educational Support  
Personnel Association

\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_

**Letter of Agreement  
Between the White Cloud Board of Education  
And  
The White Cloud Educational Support Staff Association, MESPA**

RE: CDA paraprofessional staff

The parties agree that for the 2005-06 school year any CDA paraprofessional position in the Program shall not be bargaining unit position and further bargaining unit member who voluntarily bids for and is awarded a CDA paraprofessional position in the Program shall not be a bargaining unit member.

Any current WESPA bargaining unit member who transfers to the CDA paraprofessional position for the 2005-06 school year shall be considered on leave of absence from the WESPA bargaining unit and shall continue to accrue seniority for the 2005-06 school year. However unless the member returns to bargaining unit work in the 2005-06 school year he/she shall not be eligible for wages and benefits as outlined in the WESPA Master Agreement. Payment for these CDA paraprofessionals shall be as set by the terms of the grant and the White Cloud Public School's Board of Education.

The parties agree that this understanding for these positions shall be reviewed at the conclusion of the 2005-06 school year, by July 1, 2006, and the parties shall at that time decide whether or not to continue this agreement. If the program continues, the parties hereby agree to address the bargaining unit status of the employee at that time. Nothing herein establishes a precedent or requires either party to continue to agree to the terms of this agreement after the end of the 2005-06 school year or in the future.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
For the WCESPA

Date \_\_\_\_\_

Date \_\_\_\_\_

**Letter of Agreement  
Between the White Cloud Board of Education  
And  
The White Cloud Educational Support Staff Association, MESPA**

RE: One-on-one and specialty substitute postings for support staff

Prior to the start of each semester, the district will post specific substitute positions among the bargaining unit members.

At least one week prior to the beginning of the school year and the second semester, or when there is a vacancy in the position, the district will post the one-on-one paraprofessional positions and other positions that require specialized training including: the library paraprofessional and the kitchen paraprofessional.

These vacant positions shall be filled according to the terms of the Master Agreement from members of the classification and if no members from within the classification apply the position shall be filled from other classification applicants. If no bargaining unit members apply the district may fill the position from any source.

Training (in-house) for the substitute employees shall be provided by the district and every effort will be made to provide this training during the employee's regular work hours and with as little disruption as possible to the employee's regular work schedule. In the event that the regularly assigned substitute changes at the semester due to the posting, the parties recognize that a transition time may be necessary to allow for appropriate training in order for the new substitute to assume her/his duties.

When a substitute is needed the employee awarded the posted position will be assigned the position and at the district's option a substitute may be arranged for the employee's regular position. Upon conclusion of the substitute assignment the substitute employee will be returned to his/her regular assignment. While serving as a substitute the employee will be paid the higher wage rate of either the employee's regular wage or the regular wage rate of the substitute position at the substitute employee's experience step.

The parties agree that this agreement shall be reviewed at the conclusion of the school year and absent any agreement of the parties to modify this letter the position(s) shall continue as described here.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
For the WCESPA

Date \_\_\_\_\_

Date \_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between

White Cloud Public Schools Board of Education

- AND -

White Cloud Educational Support Personnel Association

**Substitute Work**

The parties agree as follows:

Bargaining Unit Members shall be given first opportunity to substitute in positions for which they are trained if the substitute work will provide additional hours of work. These hours will be paid at the regular contractual hourly rate of pay and will not result in increased insurance benefits. No employee may work more than 40 hours per week. This option will not be available to employees whose duties include a majority of time working one-on-one with a student. Employees who wish to be considered for substitute positions shall add their name to a substitute call list. Bargaining unit members on the call list shall be called in order of seniority. (Food service employees shall be called by a district’s administrator, paraprofessionals will be called by the paraprofessional substitute caller – employees are not to make their own substitute arrangements.) If the employee does not accept the substitute work when called the next senior employee on the list shall be called and offered the work. Once a position has been filled from the volunteer list the district may fill the temporarily vacant regular position of the employee who is temporarily transferring from any source until the employee returns to her/his regular position.

One-on-one paraprofessionals can do sub work as long as it is outside the employee’s regular work hours. Sub hours may be split between two members as long as it works in the schedule and the Administration is provided notice of the arrangement.

This arrangement and letter of agreement shall be reviewed at the close of each school year. If the procedure above is not modified or discontinued by the parties it shall continue until such time as the parties negotiate a change.

For the White Cloud Public Schools  
Board of Education

For the White Cloud Educational Support  
Personnel Association

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_