

# **A G R E E M E N T**

**BETWEEN THE**

**JOHANNESBURG-LEWISTON AREA SCHOOLS**

**AND**

**JOHANNESBURG-LEWISTON  
EDUCATIONAL SUPPORT PROFESSIONALS  
ASSOCIATION MICHIGAN EDUCATION  
ASSOCIATION NORTHERN MICHIGAN  
EDUCATION ASSOCIATION  
NATIONAL EDUCATION ASSOCIATION**



**2017 – 2020 SCHOOL YEARS**

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ARTICLE I  
AGREEMENT

This Agreement entered into by and between the Johannesburg-Lewiston Educational Support Professionals Association, Michigan Educational Support Professionals Association, Northern Michigan Education Association, National Education Association, hereinafter called the "Association" and the Board of Education of the Johannesburg-Lewiston Area Schools, hereinafter called the "Board."

In consideration of the following mutual covenants, the above parties do hereby mutually agree to the terms and conditions hereinafter set forth.

## ARTICLE II

### PURPOSE

A. This Agreement is negotiated pursuant to the Public Employment Relations Act No. 336 of the Public Acts of 1947, as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

B. The Board and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Board, Bargaining Unit Members, the Association and most importantly the continuity and the quality of the education provided to the students of the Johannesburg-Lewiston Area Schools. The Board and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to the proper interpretation and implementation of this Agreement or of policies or regulations of the Board that are in conflict with this Agreement; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

C. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy, rule, or regulations of the parties which contradicts an express provision of this Agreement shall be superseded and replaced by this Agreement.

## ARTICLE III

### RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of said Act 336 of Public Acts of 1947 of Michigan, as amended, the Board of Education of the Johannesburg-Lewiston Area Schools does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Board included in the bargaining unit as described below:

All full-time and regularly scheduled part-time: secretaries, aides, cooks, and bus drivers, excluding 'supervisors' as defined by the Michigan Employment Relations Commission and excluding specifically as a supervisor the position of "Maintenance Supervisor," "Transportation Supervisor," "Food Services Director", and further excluding 'confidential employees' as defined by the Michigan Employment Relations Commission, and excluding specifically as a confidential employee the position of "Secretary to the Superintendent of Schools" and further excluding all other 'temporary replacement' employees, and excluding all other employees. A temporary replacement shall become a full time employee after one continuous year's employment.

B. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit represented by the Johannesburg-Lewiston Educational Support Professionals Association, Michigan Educational Support Professionals Association, Northern Michigan Education Association, National Education Association (JLESPA/MEA/NMEA/NEA) (and only to such persons).

## ARTICLE IV

### EXTENT OF AGREEMENT

A. This Agreement shall constitute the full and complete commitment between both the Board and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in the form of a written and signed amendment to this Agreement.

B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be directly contradictory to explicit provisions to this Agreement.

## ARTICLE V

### ASSOCIATION RIGHTS

The Association shall have in addition or in conjunction with other rights herein set forth or provided by statute, the following rights:

A. Special conferences for important matters will be arranged between the Association President and the designated representative of the Board upon the request of either party, to be scheduled according to their mutual convenience. Requests for such meetings shall be in writing and shall state explicitly the proposed topics for discussion at such conference.

B. The Association shall have the rights of access to a bulletin board, or section thereof; in each school building for the purpose of posting JLESPA/MEA/NMEA/NEA materials. The Association shall also have the right of using the existing inter-school district mail system including internet and e-mail to distribute JLESPA/MEA/NMEA/NEA material. Either of these rights may be revoked by the Board only if the Association exercised the rights for purposes unrelated to the Johannesburg-Lewiston Area Schools or to urge illegal conduct by Association members.

C. The Association shall have the right of reasonable use of school equipment, including typewriters, computers (e-mail and internet), and other duplicating equipment during time when classes are not in session and with the express prior permission of the administrator responsible for such equipment. Association members shall use non-duty time when exercising this right of reasonable use of school equipment. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment and shall be liable for any damages caused to said equipment by improper use by individuals using it for Association business. These rights may be revoked by the Board only if the Association exercised the rights for purposes unrelated to the Johannesburg-Lewiston Area Schools or to urge illegal conduct by Association members.

D. The Association shall have the right of using school facilities for meeting at times when such facilities are not otherwise in use and upon the express prior permission of the administrator responsible for such facilities. The Association shall be responsible for proper use of all facilities, including leaving them in the same condition as they were prior to the Association's meeting, and the Association shall be liable for any damages caused to the facilities by their use. This right may be revoked by the Board if the Association exercises this right for purposes unrelated to the Johannesburg-Lewiston Area Schools or to constitute the urging of illegal conduct by Association members.

E. Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property in a manner such that this shall not interfere with nor interrupt normal school operations. Such representative shall notify the administrator responsible for the building or facility which they intend to enter of their presence and the general nature of their intended business (i.e. name of person to be seen and appropriate length of time) prior to actually

conducting any such business, and shall obtain the express permission of such administrator (or his/her designee) prior to actually conducting any such business.

F. Employees shall be represented by an Association Steward, or in the absence of the regular Steward, by an Association representative of their choice. The Association shall furnish by July 1 of each year, in writing, to the Board, the names of Stewards upon their election or appointment.

1. The appropriate Steward (or JLESPA President) shall be the only Association representative authorized to investigate grievances and to represent grievant in the presentation of grievances to the administration and/or the Board. Provided, however, that this shall not preclude grievance investigation or representation at any stage by a non-bargaining unit member. If a bargaining unit member chooses to file a grievance independent of the Association, the appropriate Steward (or JLESPA President) shall be present during discussions with administration and the grievant to ensure compliance with contractual provisions.
2. Investigation of grievances by the Steward (or JLESPA President) shall take place only during times when neither the Steward nor any employee whom the Steward may feel it necessary to interview for purposes of the investigation is on duty (except for authorized lunch or break periods).
  - a. Provided, however, that such investigations may take place during regular duty hours in cases where the Steward's (or JLESPA President's) immediate supervisor has granted express approval therefore, based on a finding that the immediate investigation is necessary to protect the health or safety of employees or students.
  - b. Whenever the Steward (or JLESPA President) is engaged in an investigation pursuant to Paragraph F(2)(a) above, he/she shall first inform his immediate supervisor of the name of the employees he/she intends to interview and shall notify said supervisor immediately upon his/her leaving from and returning to duty.
3. Grievance presentations shall be scheduled by mutual agreement of the administration and the Association except that grievance presentations shall be scheduled by the administration whenever such presentations are scheduled during regular duty hours of the Steward (or JLESPA President) at the express request of the Association. If a presentation is so scheduled during the Steward's (or JLESPA President) regular duty hours, the Steward (or JLESPA President) shall be given time off with pay, PROVIDED that at such presentation the Steward (or JLESPA President) acts as the sole authorized representative of the grievant and the Association. If no mutually agreeable time and date can be scheduled within the time limits established under the Grievance Procedure, either party may request an extension of time pursuant to Paragraph E.1 of the Grievance Procedure.

G. The Board agrees to furnish to the Association in response to reasonable requests of information concerning the financial resources of the district, including Annual: financial reports and audits; register of bargaining unit personnel; budgetary requirements and allocations as adopted by the Board (including county allocation board budgets); minutes of all School Board meetings; treasurer's reports; census and membership data (unless confidential); names and addresses of all employees in bargaining unit and wages paid thereto; and such other information as is necessary to permit the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint. This provision shall not obligate the Board or administration to release information which is either:

- a. Confidential or privileged at law, including attorney-client communications from the Board's attorney to any member of the administration or Board.
- b. The work product of any administrator's investigation of a grievance (except that such information may not be relied on as a basis for denying the grievance unless disclosed to the grievant.)
- c. Tentative or projected fiscal or budgetary computations prepared by any member of the administration or Board prior to official adoption of same by the Board.

H. Upon written authorization from the employee, the Board shall deduct from the wages of the employee and make appropriate remittance for annuities, credit union, savings bonds, Section 125 offerings (retirement credit or other salary reduction agreement options), and MESSA/MEAFS offerings. Employee authorizations for such deductions must be filed with the Superintendent's office not later than the end of the second full week after the start of school each fall. Deductions shall begin as soon as the administration can incorporate deduction authorizations into its payroll procedures. No changes in authorizations may be made after initial filing (except cancellations) for the duration of the school year.

I. The Board agrees that supervisors or non-bargaining unit employees of the Board shall not be used to displace employees regularly employed in bargaining unit work, except in emergencies. An emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

J. Employee Representation and Voluntary Membership. The parties expressly recognize the right of each employee to freely join or refrain from joining the JLESPA/MEA/NMEA/NEA and no employee shall be discriminated against by reason of his joining or refusing to join JLESPA/MEA/NMEA/NEA. The JLESPA/MEA/NMEA/NEA is required by law to represent all employees in the bargaining unit fairly and equally as required by law without regard to an employee's JLESPA/MEA/NMEA/NEA membership.

1. Voluntary Membership. Employees may 1. Join the JLESPA/MEA/NMEA/NEA and pay local, state, and national dues to the Association or 2. Decline to join the JLESPA/MEA/NMEA/NEA.
2. Employee Registry And Wages. Upon request from the JLESPA/MEA/NMEA/NEA, the Board will provide annually the current salary/wage/step information for each employee in the bargaining unit.

K. The Board shall provide to the Association ten (10) days per school year of released time for the handling of Association business as deemed appropriate by the Association president. When such days are taken, the Association shall reimburse the daily substitute rate to the school district if a substitute is called in to work for the absent employee and the employee's retirement costs, if required by law. The Association will pay the cost of the whole substitution--Example: The regular substitute cost, plus the difference for anyone else receiving more money in the replacing of the Association member using the day for the JLESPA. If there is no school in session, a substitute will not be needed.

## ARTICLE VI

### GRIEVANCE PROCEDURE

A claim by an employee or the Association that there has been a violation of the express terms of this Agreement may be processed as a grievance as hereinafter provided.

A. Discussion Level 1. In the event that an employee actually affected by any action or decision of either administration or the Board believes the action or decision constitutes the basis for a grievance, he may first discuss the alleged grievance with his immediate supervisor, either personally or accompanied by his Association representative. The employee should request such a discussion within five (5) days of the time the alleged violation first occurred or within five (5) days of the time the employee or Association should reasonably have known of the ostensible violation.

B. Supervisor Level 2. If, after the informal discussion with the immediate supervisor the employee and the Association are unsatisfied with the disposition of the grievance at Level 1, or if they elect not to request a discussion with the employee's supervisor, either may invoke the formal grievance procedure by filing a formal written grievance on a grievance form signed by either the grievant or authorized representative of the Association, which form shall be available to employees from the Association representative in each building. The grievance form shall be filed with the employee's immediate supervisor not later than five (5) days after the alleged violation first occurred, or not later than five (5) days after the employee or Association should reasonably have known of the ostensible violation. If the grievance involved more than one school building, it may be initially filed with the Superintendent or a representative designated by him.

Within five (5) days of receipt of the grievance, the supervisor shall meet with the Association and the employee in an effort to resolve the grievance. The supervisor shall issue his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

C. Superintendent Level 3. If the Association or the employee is not satisfied with the Level 2 disposition of the grievance and if either the employee or the Association authorizes in writing an appeal of the grievance disposition, or if no disposition has been made within five (5) days of such meeting, the grievance may be filed by either the employee or the Association with the Superintendent. Such filing must occur not later than five (5) days after receipt of the Level 2 disposition.

Within five (5) days of receipt of the duly authorized appeal to Level 3, the Superintendent or his designee shall meet with the Association and/or the employee on the grievance and shall issue his disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the Association.

D. Mediation Level 4. If the Association is not satisfied with the Level 3 disposition of the grievance by the Superintendent or designee and if the Association authorizes in writing an appeal of the grievance disposition, or if no disposition has been made within ten (10) days of such meeting (or fifteen (15) days from the date of Level 3 filing, whichever shall be first), the grievance may be filed by the employee and the Association to the State of Michigan, Department of Labor, Employment Relations Commission requesting the assistance of a Mediator. Mediation shall be requested within ten (10) days of the Level 3 disposition. Failure to do so within the time allotted above will result in the complaint being abandoned. Mediation is nonbinding unless the parties reach an agreement.

E. Arbitration Level 5. If Level 4 does not result in a settlement, and if the Association itself authorizes an appeal of said grievance, such appeal may be submitted by the Association to binding arbitration in the following manner. Not more than ten (10) work days after completion of the Level 4 mediation, the Association must file with the Secretary or other designee of the Board a written demand for arbitration, signed by a duly designated officer or other representative of the Association. The demand for arbitration shall include a copy of the grievance, and shall identify which, if any, of the aspects of the grievance are not intended to be appealed to arbitration. The demand for arbitration shall also include a specific statement as to the Association's rationale for alleging that the Board disposition of each contract violation alleged in the grievance was not correct or proper. Failure to timely file a demand for arbitration in proper form shall constitute a complete and permanent bar to arbitration or other appeal of the Superintendent's disposition and shall render the Level 3 disposition final and binding.

1. The arbitration proceedings, including the selection of the Arbitrator, shall be conducted pursuant to the rules of the American Arbitration Association, except to the extent those rules may be contradicted by any provisions of this Agreement, in which case this Agreement shall take precedence.
2. During arbitration proceedings, neither party shall be permitted to assert any ground or to rely on any evidence not previously raised in writing at a prior level of the grievance procedure.
3. No individual shall have the right to appeal a grievance to arbitration without the express written authorization of the Association.
4. The following are excluded from Level 5 (arbitration) and the Level 3 Superintendent's disposition, following mediation, shall be final and binding as to any grievance with regard to any of the following:
  - a. The termination of any probationary employee, or failure to re-employ any probationary employee.
  - b. Any matter involving disciplinary action taken against any employee.

- c. Any matter dealing with negotiations or prohibited subjects or bargaining.
  - d. Any matter for which the basis of the grievance is not the express terms of this Agreement, including any and all allegations of employee rights created by or through the federal or state constitutions, federal or state laws, and/or rules, regulations or other provisions promulgated, administered or enforced by any federal or state administrative agency.
5. Powers of the arbitrator are subject to the following limitations:
- a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide except concerning procedural matters.
  - c. He shall not hear any grievance previously barred from the scope of the grievance procedure.
  - d. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties.
  - e. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  - f. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
6. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board (except as otherwise provided herein). All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

F. General Procedures:

- 1. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- 2. Notwithstanding the expiration of this Agreement, any claim or grievance

arising hereunder with regard to an action or event occurring prior to said expiration may be processed through the grievance procedure until resolution. No actions or events occurring after expiration of this Agreement may be the basis of a grievance under this Article or this Agreement.

3. Written grievances shall comply with the following requirements at all levels of the grievance procedure.
  - a. It shall identify any allegedly aggrieved individual employee(s) and shall be signed by the authorized Association representative.
  - b. It shall be specific.
  - c. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - d. It shall specifically cite all sections or subsections of this contract alleged to have been violated, and shall explicitly state how the grieved action is violative of such provisions.
  - e. It shall contain the date of the alleged violation.
  - f. It shall specify the relief requested.
  - g. Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations for filing appeals set forth herein.
4. All the time limits described in this Article shall be computed in terms of "work days" which shall be defined as days when the school district administrative offices are open and regularly scheduled for business.

G. A bargaining unit member whose testimony is reasonably required in a grievance hearing during the work day shall be excused with pay for that purpose (for the duration of time in which he/she is testifying) if the meeting was mutually scheduled to occur during regular work hours. The unit member shall return to duty when his/her required testimony is completed.

## ARTICLE VII

### VACANCIES AND TRANSFERS

A. A vacancy shall be defined as a newly created or vacant position within a classification or a present position within a classification that becomes vacant. No "vacancy" shall exist unless the Board determines to fill any such position in its sole discretion. Both parties agree to allow for the temporary filling of bargaining unit positions for up to thirty (30) working days before filling such position.

B. Vacancies shall be posted no less than six (6) work days in a conspicuous place in each school building prior to filling the vacancy, except in such cases as the Board shall deem it necessary to immediately fill a vacancy in its sole discretion. The posted notice will set forth any requirements for the position and a job description. The notice shall also identify the classification of the position, projected starting date (if a newly created position), and the initial assigned hours of duty. During the summer, Association President shall be notified of vacancy posting.

1. Employees may apply for a position by filing a written application with the Superintendent or designee within the applicable posting period. All employees so applying will be given reasonable consideration for the vacant position.

C. The most senior qualified employee applicant shall be awarded the vacancy.

D. The Board shall fill vacancies according to the Board's determination of which of the applicants is best "qualified," as that term is defined in this Agreement, to perform the duties and responsibilities of the vacant position.

1. In the event the Board shall determine that two or more applicant employees within the same classification are equally qualified for the vacant position, the Board shall award the position to the applicant employee with the most seniority.

E. The Board, or its designee, shall upon making its decision with regard to filling a vacancy with a particular applicant, notify the President of the Association of the applicant selected.

F. In the event of promotion within classification, the employee shall be given a 30 day work trial in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate the ability to perform the work required during this

trial period, the employee shall be returned to his/her previous assignment. The promoted employee's former position will be filled with a substitute until promotion of employee is finalized.

G. An employee involved in a voluntary transfer out of classification, shall be treated as a new employee except for seniority and other provisions which are awarded to members on a unit basis as opposed to classifications.

H. The right to involuntary transfers, either temporarily or permanently, is expressly reserved to the Board of Education, or its designee. An employee temporarily transferred shall be paid his or her regular rate in hours or the rate and hours for the job to which he or she is transferred, whichever is greater, while performing such work. An employee permanently transferred shall be paid the rate for the job to which he or she is transferred to.

I. A transfer shall be defined as a movement from one classification to another classification. A transfer shall not be deemed a demotion unless it causes the employee to experience a reduction in pay. A change in assignment, location of assignment or hours of work shall not be deemed a transfer.

J. An employee may request a transfer to a different position by submitting a written request to the Superintendent of Schools and filing a copy of said request with the President of the Association. The request shall set forth the position sought, the individual's qualifications for the position sought, and the reason for the request.

K. An aide substituting in classification will be offered extra hours on a rotating basis to the employee qualified to do the work. If there is no monetary gain for a second aide employee, a substitute will be called in to take that aide's place.

L. The Board or designee may pay for the substitute permit for an aide who meets the qualifications for substitute teaching.

M. Activity run hours will be offered to the drivers with the least hours on a rotating basis each week until they reach 20.5 hours. The hours will then be offered to full-time drivers by seniority. All drivers would also be eligible to run athletic and field trips by seniority. Drivers are responsible for the accuracy of the schedule rotation.

## ARTICLE VIII

### QUALIFICATIONS

A. The Board of Education expressly reserves to itself and/or its designated representative, the sole discretion to determine (1) what "qualifications" shall be required for either appointment to or continued employment in any particular job position or classification, (2) which applicants, if any, for any vacancy are "qualified for the position" in question, and (3) if more than one applicant is "qualified," which applicant is best "qualified." Where a particular individual is determined to be "best qualified," the Board or its designee shall provide in writing a statement of the specific qualifications in making its determination.

Such criteria shall be reasonably and appropriately related to the job duties and responsibilities of the position to which the "best qualified" individual will be assigned. The only exception is to be found in Section C of the Article on Vacancies and Transfers.

## ARTICLE IX

### SENIORITY

A. Seniority shall be defined as the length of continuous employment within the district as a member of 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, position on the seniority list shall be determined by drawing numbers.

B. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

C. All employees shall hold seniority "within district," and "within classification." The first shall reflect his/her most recent date of hire by the district. The second shall reflect his/her most recent date of district employment in one of its classifications. Employees shall be placed in one of the following classifications based on their current assignments:

1. Secretary (Office)
2. Cook
3. Aide
4. Bus Driver

D. The administration shall prepare, maintain and post the seniority list. The seniority list shall be posted conspicuously in all buildings of the district within thirty (30) days of the beginning of the school year. The seniority list and subsequent revisions shall be furnished to the Association. The Association shall review the seniority list and notify the administration of any errors therein within twenty (20) work days of its issuance. Errors not raised to the administration within said time may not be raised as the basis for grieving any personnel action based upon such seniority list.

E. State and federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights as provided in this Agreement.

F. Seniority shall be lost by an employee upon termination, resignation, failure to return from leaves of absence, retirement or transfer to a non-bargaining unit position, i.e. continuous employment in the bargaining unit is broken.

G. Seniority for employees on layoff shall be retained until such laid off employee's right to recall, as stated in Reduction In Personnel Article, expires. Time during layoff will not be counted toward seniority accumulation.

## ARTICLE X

### REDUCTION IN PERSONNEL

A. "Layoff" shall be defined as a determination by the Board to reduce the total number of employees within a particular classification.

B. The Board of Education or its designee retains the authority to reduce personnel whenever the Board in its sole discretion determines such a reduction is necessary or advisable.

C. All employees laid off by the Board shall be given notice of layoff at least thirty (30) calendar days prior to the effective date of the layoff. Provided, however, that employees may be laid off on only fourteen (14) calendar day's prior notice in the event that emergency conditions render longer notice not reasonably feasible.

D. Any employee laid off may, upon application and at his/her option, continue to receive insurance protection, as outlined in this Agreement, for a period of one calendar year from the date of layoff, as provided by COBRA, or until similar benefits are available from another employer; whichever comes first. Such continuation of insurance benefits shall be contingent on prior payment by the employee of the applicable policy premiums.

E. The Board shall implement layoffs by retaining those employees within a classification according to seniority who are "qualified" to perform the duties and responsibilities of the remaining positions within the classification.

F. The Board shall recall employees from layoff according to seniority and qualifications within the classification to perform the duties and responsibilities of the vacant position.

G. In the event the Board shall determine that two or more laid off employees are equally qualified for the vacant position, the Board shall recall the laid off employee with the most seniority in classification.

H. Notices of recall shall be sent by certified or registered mail to the employee's 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) work days from receipt of notice to report to 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.

I. A laid off employee shall upon application, and at his/her option, be granted priority status on the substitute list for the classification from which he/she was laid off. Employees serving as substitutes shall be paid at the regular substitute rate.

J. Right to recall shall expire two (2) years after the date of layoff.

## ARTICLE XI

### EMPLOYEE RIGHTS AND PROTECTION

A. The employees shall be entitled to full rights of citizenship and no private religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. Provided, however, that employees shall not be allowed to permit their personal religious or political views or practices to interfere with their faithful and reliable performance of their job duties.

B. The Board agrees that it will not discriminate against or between employees on the basis of their place of residence within the school district.

C. Each employee shall have the right to have an Association representative present at any scheduled meeting or conference with an administrator at which there exists a reasonable likelihood (to the administrator's prior knowledge) that the conference will result in imposition (or recommendation therefore) of disciplinary sanctions against said employee. No disciplinary action shall be taken against an employee without the presence of such representation (unless waived by the employee) except in emergency situations in which both immediate action is necessary and prior notification of a representative is not reasonably possible. If disciplinary action shall become likely at a given meeting, the employee shall be advised immediately of such possibility and be advised of the right to representation.

D. Employees may request to schedule an appointment and review his/her personnel file which shall be maintained in the Superintendent's office. This file shall be the single and exclusive personnel file maintained with respect to each employee.

E. Freedom of Information Act:

1. The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference; other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials; and letter of resignation.
2. The Board agrees to attempt to notify the employee by a reasonable manner when the board receives a request for all or part of that employee's personnel file under the Freedom of Information Act. The employee may request association representation in this review.

F. No complaint against an employee by a parent, citizen of the district, or student, or reference thereto, may be placed in the personnel file without the complaint being previously drawn to the employee's attention, and the opportunity of a meeting between the employee and the person making the complaint. The administration shall attend the meeting.

G. After reviewing material to be placed in an employee's file, the affected employee shall sign said material and 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.

H. Any case of job-related assault upon or involving an employee shall be immediately reported to the administration by the employee. The administration shall render all reasonable assistance in connection with the handling of the incident by law enforcement and judicial authorities.

## ARTICLE XII

### WORK SCHEDULES AND OVERTIME

A. The normal work year for school term employees shall be the same as the number of scheduled student instruction days. The normal work year for building secretaries will include ten (10) days prior to the school year and seven (7) days after the school year. The normal work year for all other employees shall be twelve months and shall run from July 1 to June 30.

B. Prior to opening and ending of classes: head/lead cook(s) will be scheduled per building as follows: Johannesburg – 3 days before classes open for preparation; 1 day after classes close for clean-up. Lewiston – 2 days before classes open for preparation; 1 day after classes close for clean-up. Part-time cook(s) may only be scheduled with prior authorization from the director or Superintendent.

C. The normal work week for all full-time employees is Monday through Friday.

D. The normal work day and schedule for all employees shall be established by the Board, based on the needs and resources of the district, and may be changed by the Board's discretion.

E. A thirty minute unpaid duty-free lunch period shall be allotted daily to full-time aides, clerical, and cooks. These lunch periods shall be scheduled by the employee's immediate supervisor.

F. All employees will be entitled to two (2) fifteen (15) minute relief times except that any employee working less than six (6) duty hours per day shall be entitled to only one (1) fifteen (15) minute relief time. Employees working overtime will be entitled to one (1) additional fifteen (15) minute relief time for each three (3) hour period worked in excess of the first eight (8) hours.

G. Overtime will be assigned on the following basis:

1. An "overtime chart" will be established for each classification on the basis of seniority. Overtime assignments will be offered on a rotating basis to the employee qualified to do the work. If that employee declines the overtime, or cannot be contacted with a reasonable effort, the administration may assign the overtime to any other qualified employee. Employees duly assigned overtime under this provision may not refuse such assignment except on good cause shown to the satisfaction of the administration.
2. Compensation for overtime shall be in accordance with the Fair Labor Standard Act (FLSA) and other applicable state or federal laws.
3. Employees will be paid at one and one-half times their regular rate as

defined by law for all hours worked in excess of forty (40) hours in one week.

- a. Paid leave days shall not be counted as hours worked for purposes of computing eligibility for overtime pay.
- b. Employees required to work on a holiday on which they are entitled to receive holiday pay shall receive, in addition to their holiday pay, their regular rate of pay times the number of hours worked. Pay for holidays if on a Sunday is three (3) times their regular rate of pay.

H. The Board of Education shall consider, whenever possible, replacing full-time employees who leave the district with full-time employees, working the hours and days of the former employee whom they replace.

I. The Board or its designee shall provide substitutes as necessary. Substitutes shall be assigned to perform bargaining unit work due to absence by regular employees, an unfilled temporary vacancy or an unfilled permanent vacancy (during the process of finding a permanent replacement.)

1. Upon written application for same, laid off employees should be granted first priority for being called as substitutes within the classification from which they were laid off. Laid off employees serving as substitutes shall be compensated at the regular rate of pay for substitutes in that classification.

J. Extra trip assignments shall be assigned by seniority, with extra trips posted at the bus garage. Once a driver has taken an extra trip or refused an extra trip, his/her name shall drop to the bottom of the extra trip seniority list, with the extra trip list continuing to rotate. Extra trips will not put a driver into an overtime situation. A driver reporting for an extra trip that is cancelled without notification to the driver shall receive up to two (2) hours pay.

K. ACT OF GOD DAYS: Act of God days are defined as scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the county or state health authorities.

1. Employees shall not be required to report to their job assignment and shall suffer no loss of wages.
  - a. Employees directed to report to work during days off caused by the above conditions, shall be compensated at one-half times their regular rate of pay for all hours of such duty (in addition to receipt of their regular daily wage).

- b. Payment for ten (10) month employees, if called in, will be at one-half times their regular rate of pay for all hours of such duty (in addition to receipt of their regular daily wage). Extra bus trips that occur on Act of God days will be paid at the extra trip rate.
  - c. If weather conditions are such that the employee feels his/her safety for getting to and from work is jeopardized, he/she shall contact his/her immediate supervisor and upon the supervisor's agreement, the employee shall not be required to work and suffer no loss of wages.
  - d. Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics; mechanical breakdowns or health conditions as defined by the county or state health authorities, will be paid for such days.
2. Employees shall work on any rescheduled days of student instruction which are established by the Board without additional pay. The employee must either work the rescheduled day or be docked (including wages and benefits).

L. Employees may be required to participate in (2) professional development days each year. Employees may make written recommendations for professional development activities to the Board through the Superintendent's office.

M. Employees shall follow the District's Internet Acceptable Use Agreement.

## ARTICLE XIII

### WORKING CONDITIONS

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health or safety.

B. In the absence of a building supervisor (principal) or designee, employees shall not be regularly made responsible for the administration or supervision of the building. However, all employees in such situations will be held responsible for the exercise of good judgment and proper concern for the property and facilities of the school district and the safety of any persons using it. This shall include a responsibility to notify an appropriate administrator of any observed improper or unauthorized use of any school facilities and shall in appropriate circumstances include a reasonable effort to personally direct any such persons to cease such improper activity.

C. The Board shall designate suitable rest areas and rest rooms for employee use.

D. The Board shall support and assist employees with respect to the maintenance or control and discipline of students in the employee's assigned work area. The Board or its designee shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.

E. Employees may use such physical force with a student as is necessary to protect himself/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury. Employees shall be held responsible for the exercise of good judgment in the use of physical force against students and are not authorized to act in a retaliatory or unnecessarily aggressive manner.

F. If employees are required to administer medications, the District shall provide:

1. Appropriate training to affected employee(s).
2. Specific written instructions regarding the dispensing of the medication.
3. The presence of a second adult, or a location where other adults are present during the dispensing of the medicine unless the employee is a licensed registered professional nurse.

G. Each employee shall have a designated primary supervisor to whom they shall be responsible for purposes of all provisions of this contract requiring approval or authorization of the employee's immediate supervisor. Each employee shall receive written notification of his/her assigned supervisor.

1. Employees assigned to multiple buildings or locations may have more than one designated supervisor.
2. All employees shall be responsible to comply with the specific directives of

administrative personnel other than their designated immediate supervisor, and shall not be disciplined for reasonably complying with such directives. However, employees shall be responsible for notifying their immediate supervisor whenever directed by another supervisor to take actions which they have reason to believe may be contrary to the expectations or intent of their immediate supervisor.

H. The Board will pay for all medical examinations required for all employees, and will pay regularly scheduled bus drivers at their regular hourly rate for hours of driving school required by law and/or the Board for bus driver certification.

I. Employees shall be paid two (2) hours for mandatory control substance testing, plus mileage when testing is off site.

J. The Board will reimburse instructional aides for test expenses incurred (one time) to satisfy mandated state certification requirements if highly qualified status continues under the law.

K. The Board shall reimburse an employee for the loss, damage or destruction of personal property or equipment which the employee was directed and authorized to be using for school business, when the loss, damage or destruction is not the result of the employee's negligence.

L. The Board retains the right to establish all conditions relating to "substitute" employees (wages and other working conditions).

1. When an aide substitutes for a secretary who is out of the district, the aide will be paid at the first step of the clerical scale when meeting the criteria below.
2. For an aide to qualify for an hourly rate equal to that of the secretary being replaced, the following conditions apply:
  - a. The aide must have a minimum of five (5) years of active employment experience as an aide in the Johannesburg- Lewiston School District.
  - b. The principal/supervisor has the right to select which out of classification bargaining unit member is asked to sub for an absent bargaining unit member without regard to seniority.
3. Nothing in this agreement alters in any way the Board's right to continue to employ anyone as a substitute.

M. The Board (or its designated administrative representative) will be responsible in its sole discretion for decisions regarding the location of bus routes, the location of bus stops, and the assignment of students thereto, and promulgation of any behavior rules.

## ARTICLE XIV

### PAID LEAVE

#### A. General Conditions

1. The administration will provide each employee with a written statement at the beginning of each school year stating the employee's current number of credited "illness or disability leave" days.
2. The amount of pay received under this Article for a day of paid leave shall be equal to the employee's regular rate of pay times the number of hours the employee was normally scheduled to work on the day of absence.

B. Illness or Disability Leave. Each full-time 10 or 12 month employee will annually receive five (5) days, which consist of two (2) personal and three (3) funeral leave days, plus one (1) day of paid "Illness or Disability Leave" per month worked (i.e., 10 month employees a yearly maximum of 15 and 12 month employees a yearly maximum of 17), to a maximum of one hundred (100) days, plus the current year's accumulation. Funeral leave days will not be accumulative (see Section C). Part-time employees will receive three (3) days of paid "Illness or Disability Leave" each year, accumulative to a maximum of seven (7) days, plus the allotment for the current school year.

1. "Illness or Disability Leave" may be used for any days on which the employee is either personally physically unable to perform normal job duties or on which the employee's presence at home is necessary due to illness or injury to the employee's spouse, child, parent or spouse's parent. Disabilities caused or contributed to by pregnancy, miscarriage or child birth shall be treated on the same terms and conditions as are applied to other temporary disabilities for which leave is authorized under this paragraph.
2. Unused "Illness or Disability Leave" shall be compensated upon retirement at the rate of \$64.00 for full time employee(s) per day for 25% of accumulated leave days. By the last day of school each year unused sick days, up to a maximum of 5 for the current year, may be redeemed at the rate of \$64.00 for full time employee(s) per day. Sick days redeemed will be subtracted from accumulation.
3. The administration may require that any employee applying for use of "Illness or Disability Leave" for any particular day(s), or absence, due to unusual circumstances, procure a doctor's certification of illness or disability for the day(s) absent. Such certification may be mandatory for all absences of more than four (4) consecutive workdays. Unauthorized failure to obtain such certification shall constitute a sufficient basis for denial of use of "Illness or Disability Leave" and in appropriate cases, for disciplinary action.

4. The Board may at any time require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Board for purposes of verifying an employee's eligibility for benefits under any provision of this Agreement or for such other reasons as the Board may deem necessary. Such examination shall be at Board expense.
5. When an employee has completely exhausted his/her accumulated "Illness or Disability Leave," the Board will notify the "long-term disability" (LTD) insurance carrier and will provide any necessary information required under the terms of the LTD policy for processing the employee's claim for benefits.

C. Funeral Leave. Funeral leave may be used during the year in the event of death of the employee's spouse, child, parent or spouse's parent, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren. These days are available per event and are not accumulative.

1. The Superintendent may in his sole discretion grant extensions of the above funeral leave with regard to additional persons and/or time upon prior request which is to be later confirmed in writing, when impossible to give prior written confirmation. Any additional days so granted should be charged against the employee's accumulated sick leave.
2. All part-time employees are entitled to a total of three (3) paid funeral days per year, non-accumulative.

D. Personal Business Leave. Each full time employee shall annually receive two (2) days of paid "Personal Business Leave" which may be used for personal business which cannot be conducted other than during normal work hours. These days must be used in half or full day increments. Prior approval of the immediate supervisor is required and request for approval shall be submitted in writing not less than three (3) days prior to the day(s) for which leave is being requested except in cases of emergency. Personal business leave days shall not be used for extensions of vacations or holidays.

Personal business leave accumulation shall be limited to four (4) days. 25% of said days are redeemable at the rate of \$64.00 per day upon retirement. Personal days in excess of four (4) shall be converted to "Illness and Disability" leave days.

Each part-time employee shall annually receive one (1) day of paid "personal business leave" which may be used for personal business which cannot be conducted other than during normal work hours. This day must be used in half or full-day increments. Prior approval of the immediate supervisor is required and request for approval shall be submitted in writing not less than three (3) days prior to the day for which leave is being requested except in cases of emergency. Personal business leave days shall not be used for extensions of vacations or holidays. This day is non-accumulative.

E. Jury Duty or Court Proceedings. All employees shall be entitled to leave with pay for jury service if he is unable to be excused or to have such service rescheduled. An

employee shall also be entitled to leave with pay when subpoenaed to appear as a material witness in a court proceeding to which neither the employee nor the JLESPA/MEA/NMEA/NEA is a party litigant.

In the event an employee qualifies for leave under Paragraph E., he/she shall be entitled to receive as leave pay for the days of authorized absence an amount equal to the employee's pro rata daily pay less the amount received as compensation or witness fees. It shall be the responsibility of the employee to secure a notarized statement from the court clerk verifying the amount of such compensation or fees received, and receipt of leave pay shall be considered upon prior submission of such a statement.

## ARTICLE XV

### HOLIDAYS

A. Each full-time employee shall receive as a paid holiday any of the following days which fall within their assigned 'work year'. The employee must work the last scheduled work day before and the first scheduled work day after the holiday to receive holiday pay:

- July 4<sup>th</sup>
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas
- New Year's Eve New
- Year's Day
- Good Friday
- Memorial Day

B. Employees entitled to receive any given paid holidays will be paid at their regular hourly rate times the numbers of hours for which they are normally scheduled to work on the day on which the holiday falls.

## ARTICLE XVI

### UNPAID LEAVES

A. The Board may in its sole discretion, and upon receipt of a timely and proper application, grant unpaid leaves of absence of up to one (1) year to employees that would not adversely affect the School District's operations and programs.

1. The administration shall forward all such requests and the Board shall consider such applications at its next regularly scheduled meeting.
2. The Board reserves the right in its sole discretion to set the beginning and expiration dates for any unpaid leaves to coincide with normal instruction break points (one full academic year, for example).
3. To be eligible for unpaid leave of absence, employees must submit to the Superintendent a written request for such leave not less than forty-five (45) calendar days prior to the requested beginning date of leave (except in cases of emergency).
4. The written request for unpaid leave of absence shall state with particularity the reasons for the leave, the term of the leave and anticipated date of return to active duty.
5. While on an unpaid leave of absence employees shall not be entitled to compensation or fringe benefits except as provided by FMLA (such as hospitalization insurance coverage) and shall not accrue further contractual benefits (such as "Illness and/or Disability Leave" and 'time of service' for the purposes of advancement on the salary schedule).
6. Upon receipt of a written application for extension of an unpaid leave of absence not less than forty-five (45) calendar days prior to the expiration date of the leave, the Board may in its sole discretion extend said leave for a maximum of one (1) additional year. Applications for extension shall be subject to the same requirements as initial applications for leave (see Section A (3)(a)).
7. Upon receipt of a written application for premature termination of a previously granted unpaid leave of absence, the Board may in its sole discretion grant premature termination (at any effective date selected by the Board). Applications for premature termination shall be subject to the same requirements as initial applications for leave (see Section A (3)(a)).

8. Unpaid leave of absence may in the sole discretion of the Board be granted for an anticipatable prolonged disability for five (5) or more consecutive work days (such as scheduled surgery, other confinement to home or hospital, including maternity), subject to the following additional conditions:
  - a. An employee may choose to use all or any portion of his/ her accumulated "Illness or Disability Leave" for this anticipatable prolonged disability.
  - b. If the employee chooses unpaid leave in lieu of "Illness or Disability Leave," he/she cannot change their mind during the period of granted leave.
  - c. The Board may require any employee applying for or actually taking a long-term leave of absence for an anticipatable prolonged disability to provide a doctor's certification with regard to any aspect of the employee's condition the Board may deem relevant, including but not limited to a certification that the employee is physically able to return to full time employment duties.
  - d. In the event an employee in good faith reasonably elected to use "Illness or Disability Leave" for an anticipatable prolonged disability and due to unforeseeable reasons beyond the control of the employee it subsequently develops that the employee's "Illness or Disability Leave account" is not sufficient to cover all days of absence, the employee shall be mandatorily placed on an "unpaid leave of absence for anticipatable prolonged disability."
9. The Board may in its sole discretion grant an unpaid leave of absence of up to one (1) year to an employee for additional education directly relevant to the employee's present job responsibilities that would clearly benefit the school district upon his/her return from leave. Employees on such leave shall be required to submit periodic evidence of regular attendance and educational progress.
10. Failure to return to active duty immediately upon expiration of an unpaid leave shall be conclusively deemed a resignation.

- a. Employees on an unpaid leave of absence shall confirm to the Superintendent in writing their intent to return immediately on expiration of their leave not less than forty-five (45) days prior to the expiration date of the leave. Failure by any employee to timely submit such notification will be deemed a resignation, absent written authority by the Superintendent to the contrary.
11. During unpaid leave, the Board may fill the temporary vacancy with a substitute.
12. Examples of unpaid leave, which would be considered, are Parental/Child Care, Maternity, and Educational.
13. Short term unpaid leave up to five (5) days may be granted by the Superintendent for unforeseen circumstances or emergencies.
14. Employees shall be eligible for Family Medical Leave in accordance with FMLA for up to twelve (12) work weeks. Applicable paid leave shall be concurrent with FMLA. Employees who on his/her own volition do not return to work upon exhaustion of FMLA shall reimburse the district the employee's insurance contribution.

## ARTICLE XVII

### NEGOTIATIONS PROCEDURE

A. Upon written request, the designated representative of the Board and the Association's bargaining committees should meet during the term of the contract for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the respective bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject to final ratification by the Board and by the Association. The parties' representatives shall be empowered during negotiations to enter into "tentative agreements" (TA's), which shall be in writing, dated and initialed by chief spokespersons on a provision by provision basis. TA's shall signify commitment to recommend ratification. No TA'd provisions shall be taken back for ratification until tentative agreement between bargaining teams is reached as to all issues opened to negotiations.

C. There shall be two signed copies of any final agreement. One copy shall be retained by the Board and one by the Association.

## ARTICLE XVIII

### COMPENSATION, INSURANCE AND OTHER BENEFITS

A. The hourly wage rate for each employee classification shall be as set forth in Appendix A. All step increases for employees will be implemented effective with their first regularly scheduled paycheck after their applicable "anniversary date" (computed from their first day of work).

B. Part-time employees (see definition of "full-time" as contained in "Miscellaneous" Article of this Agreement) shall not be eligible to receive any benefits other than their specified hourly wage, funeral leave and snow days, as indicated in Article XIV. Excluded benefits shall include hospitalization insurance, long-term disability insurance (LTD), dental insurance, vision insurance, and paid holidays.

C. The Board will contribute toward the insurance costs for each full time bargaining unit member for a full twelve (12) month period for the bargaining unit member and his/her entire family and any other eligible dependents including sponsored dependents.

The Board will increase the 2017-2018 school year (September 1 – December 31 and January 1- December 31, due to plan year change) level of contribution provided that the District's Audited Fund Equity (AFE) for the 2016-2017 school year is at 6% of expenditures or higher, as indicated in the approved 2016-2017 Board Audit Report, in the section entitled *Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds*, for the year ended June 30, 2017, in the cell indicating *General Fund, Fund Balance End of Year*. Beginning with the second full pay period in November, if AFE is at 6% or higher, the Board shall pay, at the new cap level pursuant to PA 152, the following annual contribution amounts in 2017-2018 toward the cost of MESSA health insurance premiums times the number of members in the unit in each subscriber category. The cap levels for 2017-2018 are:

- \$ 6,344.80 for single subscribers (*\$528.73 monthly*)
- \$ 13,268.93 for two person subscribers (*\$1,105.74 monthly*)
- \$ 17,304.02 for family subscribers (*\$1,442.00 monthly*)

These annual employer paid amounts shall adjust annually at the beginning of the plan year (January, 2018 and 2019), to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act based on the audited fund balance formula.

Transportation/drivers hired after July 1, 2015 are eligible for single subscriber rate or the cash in lieu option.

Based upon the Board payment contributions, a payroll deduction schedule will be developed for the members' premium contributions and/or Health Savings Account as applicable. Any premium amounts exceeding the maximum Board contribution shall be payroll deducted. A Section 125 Wage Reduction Plan will be established for pretax payroll

deduction of member insurance contributions.

Each month employees shall contribute any health insurance premium and annual deductible funding costs by payroll deduction, subject to a Section 125 Plan, in 22 pays. The Board's "Qualified Section 125 Plan" shall include provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.

The annual employer paid contributions will be adjusted for the 2018-2019 and 2019-2020 school years (January 1 – December 31) to the maximum payment permitted under Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152) for each of the three coverage categories, provided that the District's Audited Fund Equity for the 2017-2018 and 2018-2019 school years is at 6% of expenditures or higher as indicated in the approved 2017-2018 and 2018-2019 Board Audit Report, in the section entitled *Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds*, for the year ended June 30, 2018 and 2019, in the cell indicating *General Fund, Fund Balance End of Year*. The cap adjustment, and increased Board contribution level if applicable, will take place no later than the second full pay period in January.

The Business Office will perform a cap audit as soon as renewal rates are available in the fall for each member:

1. The Business Office will check the premium due for the remainder of the plan year against the premium paid. Member's premium payments will be reduced or increased accordingly.
2. The Business Office will inform the member of the anticipated premium payments for the following plan year, as soon as the audit is completed. Member's premium payments will be reduced or increased accordingly.

The Association and Board may mutually agree to modify the insurance plans to other available insurance plans to reduce employee contributions during the life of this Agreement.

An open enrollment period shall be provided whenever premium subsidy amounts change for the groups as established by MESSA.

The program will become effective July 1, 2017 (January 1, 2018), or a date not more than ninety (90) calendar days from the date of this Agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

Bargaining unit members not electing MESSA medical plans shall receive annually Two Thousand Eight Hundred Sixty Five Dollars (\$2,865.00). The bargaining unit member may apply any or all of the annuity, to MESSA or MEAFS Variable Options or MEA Financial Services Annuities or other Michigan Investment Consortium (MRIC) approved annuity.

Employees working 35 hours or more per week and full-time transportation/bus drivers may elect to take one of the health insurance options pursuant to PA152 as follows:

For the 2017 medical plan year, employees shall have the following MESSA medical plans available in MESSA PAKS and non-PAKS (Bus Drivers):

PAK A (OR NON-PAK) OPTIONS:

MESSA Choices II, \$500/\$1000 with Saver Rx mandatory mail rider  
MESSA Choices II, \$500/\$1000, 20% coinsurance and 3 Tier Rx mandatory mail rider  
MESSA ABC 1 H.S.A. with ABC Rx mandatory mail rider

All other non-medical MESSA PAK A benefits below shall be fully paid by the Board for all job classifications except transportation/bus drivers.

Long Term Disability	66 2/3% \$3,000 Maximum Monthly Benefit 60 Calendar Day - Modified Fill Freeze on Offsets Alcoholism/Drug Waiver - Same as any other illness
Delta Dental	80/80/80:\$1,300*; or 50/50/50:\$1,300* (COB) (Class I & II Maximum at \$1,000) (Plan Year - July 1 through June 30)
Negotiated Life	\$30,000 AD&D
Vision	VSP-3 (Plan Year: July 1 through June 30)

Employees working 35 hours or more per week and full-time transportation/bus drivers not electing to take health insurance:

PAK B:

Long Term Disability	Same as above
Delta Dental	Same as above
Negotiated Life	Same as above
Vision	Same as above

Employees electing the MESSA PAK B that doesn't include a medical plan must provide the Board, each year and during open enrollment, annual proof of minimum essential coverage through another employer/provider.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by federal law.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in the MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement. The employer contribution will not be increased even though the employee's contribution may have to increase. The employee's contribution will be adjusted to reflect this increase in the deductible.

D. Authorized use of private automobile by employees will be reimbursed at the IRS rate per mile in effect for the school year (i.e., the rate established by July 1 will carry through the school year until June 30 the following year) provided a school vehicle is not available or appropriate as determined by the transportation director and/or superintendent.

E. Retirement: The Board will contribute the employer's share of the employee's retirement to the Michigan Public School Employees Retirement Fund pursuant to the Michigan Public School Employees' retirement legislation.

F. The District will maintain without cost to the employee a qualified Section 125 Plan. The plan will offer qualifying employees an option to select salary reduction, premium conversion, medical reimbursement, dependent care, and/or cash payment in lieu of health care coverage.

## ARTICLE XIX

### MISCELLANEOUS PROVISIONS

A. Copies of this Agreement shall be printed at the equally shared expense of the Board of Education and the Association and presented to all employees in the bargaining unit. New employees shall receive a copy of this Agreement upon appointment to employment.

B. With regard to actions implemented or authorized by the Board or its administration subsequent to the date of execution of this Agreement which substantially affect the terms and conditions of employment of members of the bargaining unit, the Board acknowledges and agrees to comply on demand with its statutory duty to bargain in good faith to the extent (and as to those subjects) required by the Public Employment Relations Act. Allegations of violations of this provision shall be exclusively redressed under the statutory mechanisms provided under said Act.

C. "Full-time" employment shall for the purpose of this Agreement be defined as being regularly scheduled to work not less than seven hours duty time per day, five days per week, for all classifications except bus drivers; and shall be defined for bus drivers as being regularly scheduled to work not less than four and one-half (4 1/2) hours duty time per day, five days per week. No present employees will have their hours reduced for the sole purpose of removing their insurance benefits. Those employees working 35 hours or more per week shall receive all benefits as provided in this Agreement.

D. In the event of a mechanical breakdown which prevents an employee from completing his/her job, he/she shall suffer no loss of pay for that day. If the breakdown necessitates the employee being on the job for a period of time that is longer than his/her normal work hours, he/she shall receive pay for all time so worked.

E. Job Descriptions: Each employee will be given a list of duties and responsibilities appropriate to his/her classification, within thirty (30) days after the beginning of each contract.

F. Any regular or special scheduled bus run will pay a minimum of two (2) hours.

G. Any action taken in order to comply with or implement provisions of the Every Student Succeeds Act (ESSA) that implicates language in this contract shall be mutually agreed upon by the Board and the Association.

## ARTICLE XX

### BOARD OF EDUCATION'S MANAGEMENT RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties, facilities and equipment.
2. To direct the working forces, and to hire all employees and subject to the provisions of law, to determine their qualifications (including physical, mental and emotional capacities), and the conditions for their continued employment, or their dismissal, discipline, demotion and/or other personnel action; and to evaluate, assign, promote, lay off and transfer all such employees in accordance with such policies as the Board may from time to time promulgate.
3. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and to determine the terms and conditions of employment of all employees, and to make any and all such changes in said terms and conditions of employment and/or in assignments as the Board may from time to time deem necessary and appropriate.
4. To dictate the assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing and the right to establish, modify or change any work or business hours or days whenever the Board shall determine such action to be necessary and appropriate.
5. Determine the number and location or relocation of its facilities, including the establishment of relocations of new schools, buildings, departments, programs, services, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities, and to determine and/or change the assignment of employees to the facility or location deemed most appropriate by the Board.
6. To adopt reasonable rules and regulations.
7. Establish policies governing the selection, evaluation, testing or training of employees, provided that such selection shall be based upon lawful criteria.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations as they pertain to education.

## ARTICLE XXI

### DISCIPLINE OF EMPLOYEES

A. In the case of a dismissal, demotion, discharge or suspension of an employee, the Association President shall be advised of the reasons for dismissal, discharge or suspension, as soon as reasonably possible. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Association. Causes which shall be deemed sufficient for suspension, demotion, dismissal or other disciplinary action include, but are not limited to, the following:

1. Unauthorized or excessive absence from work.
2. Commitment or conviction of any criminal act.
3. Disorderly or immoral conduct involving students.
4. Incapacity to perform essential job functions due to mental or physical disability.
5. Incompetency or inefficiency.
6. Insubordination.
7. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicants of any kind in any degree whatsoever.
8. Bus drivers who consume intoxicants in off duty hours which lead to community or Board concern about the potential harmful effect on those students being transported.
9. Neglect of duty.
10. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
11. Violation of any lawful regulation or order made by a supervisor.
12. Willful violation of any provisions of this contract.
13. Deliberate falsification of records and reports.

B. All dismissals and suspension shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without the prior approval of the Board of Education. A "demotion" shall be defined as a reduction in pay, and shall not include involuntary transfers not subjecting the employee to any reduction in pay.

C. The Board agrees that employees shall not be disciplined or dismissed without "due process." Provided, that for the first two (2) months of employment all new employees shall be deemed "probationary employees" and dismissal of any such employee prior to completion of his/her probationary period shall not be made the basis of any grievance or appeal under this Agreement. "Due process" shall be defined for purposes of this Agreement as the following:

1. An employee shall be given \*appropriate prior notice of any performance deficiency whenever imposition of any of the above disciplinary sanctions is based principally on a continuing course of conduct evidencing such deficiency. (\*Appropriate: defined as verbal for "minor" incidents or written for "other incidents.")
2. Employees may submit a written statement of objection to imposition of any of the above disciplinary sanctions, specifically stating any reasons why the disciplinary sanction should not be imposed, and such statement shall be included in the employee's personnel file.
3. Employees may use the Grievance Procedure to raise objections to any discipline imposed.

## ARTICLE XXII

### SEPARABILITY

A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or group of bargaining unit members is held to be contrary to law, then such provisions 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.

1. It is further agreed that within ten (10) days of receipt of notification of the court's actions, negotiations shall commence during which a new agreement on such matter shall be reached.
2. All understanding, awards, and/or agreement reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.

ARTICLE XXIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2017, as indicated below and shall continue in effect through the 30th day of June, 2020. Negotiations between the parties shall begin at least 60 days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual agreement of the parties.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

JOHANNESBURG-LEWISTON  
BOARD OF EDUCATION

NORTHERN MICHIGAN EDUCATION  
ASSOCIATION/MEA/NEA

\_\_\_\_\_  
Michael D. Vogt, President

\_\_\_\_\_  
Dave VanderPloeg,  
NMEA President

\_\_\_\_\_  
Ursula H. Owens, Vice President

\_\_\_\_\_  
Deborah K. Larson,  
NMEA Staff Liaison & MEA UniServ Director

\_\_\_\_\_  
Scott Mathewson, Treasurer

\_\_\_\_\_  
Renee Campbell, President &  
Negotiating Committee

\_\_\_\_\_  
Wendy Huston, Secretary

\_\_\_\_\_  
Nancy Haskill, Negotiating Committee

\_\_\_\_\_  
Linc R. Campbell, Trustee

\_\_\_\_\_

\_\_\_\_\_  
Francis J. Claeys, Trustee

\_\_\_\_\_

\_\_\_\_\_  
Nancy A. Kussrow, Trustee

## APPENDIX A

Advance employees on steps, longevity placement based on audited fund equity formula.

### 2017-2018, 2018-2019, 2019-2020

	<u>AFE</u>	<u>Raise</u>
A.	< 3%	Reopen
B.	<6%	Hard Freeze
C.	>6%	SC + 5% of AFES* (SC = Steps, Cap)
D.	>8% <10%	SCL + 5% of AFES* (SCL = Steps, Cap, Longevity)
E.	>10%	SCL + 5% of AFES* + 1% on-schedule pay increase

\*AFES (Audited Fund Equity Surplus) is a lump sum one-time payment for the affected contract year, disbursed equally among all bargaining unit members. The one time AFES payment will be included with the second pay period in December, for all bargaining unit members who were employed during the previous school year (and remain an employee of the district at the time of the audit) provided that the Audited Fund Equity falls within the range noted in Row C, D, or E only. "Previous school year" for year one of this contract refers to 2016-17. "Previous school year" for year two of this contract refers to 2017-18. "Previous school year" for year three of this contract refers to 2018-19.

Hard cap and pay increases will be prorated in 2017-2018 with the first full pay period after the adoption of the 2016-2017 audit through the last pay in August of 2017.

A \$400 off schedule payment will be provided the first pay period after January 15, 2017; January 15, 2018; and January 15, 2019 to the transportation/bus drivers who were on staff in 2014-15, and on January 15, 2017; and January 15, 2018; and January 15, 2019 respectively. (An employee who leaves after January 15, 2017; January 15, 2018; or January 15, 2019 is not eligible for the second payment.)

Wage increase for 2017-2018, 2018-2019, and 2019-2020 based on audited fund equity formula.

### **JLESPA HOURLY WAGE SCALE**

### **BASE WAGE 2016-2017**

#### **SECRETARY**

Upon Hire	\$15.22
After One Year	\$15.69
After Two Years	\$16.22
After Three Years	\$16.69

#### **NON-INSTRUCTIONAL AIDES**

**(Supervision, Cafeteria, Library, Recess, Office)**

<b>2017-2018</b>
\$11.80

Upon Hire

After One Year	\$12.31
After Two Years	\$12.82
After Three Years	\$13.36

**INSTRUCTIONAL AIDES\*  
(Classroom, Interventions, Small Groups)**

**2017-2018**

Upon Hire	\$12.80
After One Year	\$13.31
After Two Years	\$13.82
After Three Years	\$14.36

**HEAD COOK**

Upon Hire	\$15.22
After One Year	\$15.69
After Two Years	\$16.22
After Three Years	\$16.69

**LEAD COOK**

Upon Hire	\$14.49
After One Year	\$14.98
After Two Years	\$15.50
After Three Years	\$15.97

**COOK**

Upon Hire	\$12.30
After One Year	\$12.81
After Two Years	\$13.32
After Three Years	\$13.86

**DRIVER (hired before July 1, 2015)**

Upon Hire	\$17.88
After One Year	\$18.38
After Two Years	\$18.87
After Three Years	\$19.33

**DRIVER (hired after July 1, 2015)**

Upon Hire	\$16.46
After One Year	\$16.92
After Two Years	\$17.37
After Three Years	\$17.79

**TRANSPORTATION CLERK/EXTRA BUS RUNS** \$15.36

\*Instructional Aides must meet one of the following standards:

1. Possession of an Associate's Degree from an accredited institution or
2. Completion of sixty (60) semester hours of college credit or
3. Demonstration of meeting quality standards by passing a state approved assessment for paraprofessionals (Work Keys).

Any employee with three years of Johannesburg-Lewiston experience will move to "After Three Years" rate if reclassified.

### LONGEVITY

Longevity shall be paid to employee as follows:

	<u>2017-2020</u>
After 10 Years	.32/Hr
After 15 Years	.16/Hr
After 20 Years	.21/Hr

The longevity per hour increase will be in addition to the employee's regular pay at that time. The longevity payment will begin on the employee's anniversary date. Longevity will be awarded provided AFE is greater than 8% of expenditures.

## APPENDIX B

### REMOVED CUSTODIAL MAINTENANCE LANGUAGE

The following **boldface** language will be restored to the Johannesburg-Lewiston contract if custodial maintenance personnel are employed by the school district.

#### ARTICLE III

#### RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of said Act 336 of Public Acts of 1947 of Michigan, as amended, the Board of Education of the Johannesburg-Lewiston Area Schools does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Board included in the bargaining unit as described below:

All full-time and regularly scheduled part-time: secretaries, aides, cooks, bus drivers, **and custodial maintenance personnel** excluding 'supervisors' as defined by the Michigan Employment Relations Commission and excluding specifically as a supervisor the position of "Maintenance Supervisor," "Transportation Supervisor," "Food Services Director", and further excluding 'confidential employees' as defined by the Michigan Employment Relations Commission, and excluding specifically as a confidential employee the position of "Secretary to the Superintendent of Schools" and further excluding all other 'temporary replacement' employees, and excluding all other employees. A temporary replacement shall become a full time employee after one continuous year's employment.

#### ARTICLE V

#### ASSOCIATION RIGHTS

**K. The Board will permit afternoon shift custodians to be excused from duty to attend scheduled Association meetings to be held during their regular duty hours to a maximum of twenty (20) man-hours per month, provided, however, that all such excused time shall be made up either immediately prior to or immediately after their regularly scheduled shift as required by their supervisor. Provided, further, that the Board retains the right to demand that the minimum number of custodians necessary to cover events or activities scheduled for the evening of any such Association meeting.**

## ARTICLE VII

### VACANCIES AND TRANSFERS

H. The unilateral right to impose involuntary transfers, either temporarily or permanently is expressly reserved to the Board of Education, or its designated representative. An employee, **except for custodians**, temporarily transferred shall be paid his or her regular rate in hours or the rate and hours for the job to which he or she is transferred whichever is greater, while performing such work. An employee permanently transferred shall be paid the rate for the job to which he or she is transferred to.

## ARTICLE IX

### SENIORITY

H. All employees shall hold seniority "within district," and "within classification." The first shall reflect his/her most recent date of hire by the district. The second shall reflect his/her most recent date of district employment in one of its classifications. For purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments:

1. **Custodial/Maintenance**
2. Secretary (Office)
3. Cook
4. Aide
5. Bus Driver

## ARTICLE XII

### WORK SCHEDULES AND OVERTIME

E. A thirty minute unpaid duty-free lunch period shall be allotted daily to full-time employees in the classification of aides, clerical, **custodial** and cooks. These lunch periods shall be scheduled by the employee's immediate supervisor.

G. Overtime will be assigned on the following basis:

3. Employees will be paid at one and one-half times their regular rate as defined at law for all hours worked in excess of forty (40) hours in one week. **Employees will be paid at 1 1/2 times their regular rate when required to work on Saturday and double time for Sunday.**

- a. Vacation, Holiday, and Personal Days shall be counted as hours worked for purposes of computing eligibility for overtime pay.
- b. Employees required to work on a holiday on which they are entitled to receive holiday pay shall receive, in addition to their holiday pay, their regular rate of pay times the number of hours worked. Pay for holidays if on a Sunday is three (3) times their regular rate of pay.

K. ACT OF GOD DAYS: Act of God days are defined as scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the county or state health authorities.

- 1. Employees (**excluding custodians**) shall not be required to report to their job assignment and shall suffer no loss of wages.
  - a. Employees (**excluding custodians**) directed to report to work during days off caused by the above conditions, shall be compensated at one-half times their regular rate of pay for all hours of such duty (in addition to receipt of their regular daily wage).
  - b. The custodians will be required to report to work on all Act of God days unless the Superintendent or their Supervisor requests that they not report to work. Payment for these days shall be up to four (4) vacation days for each custodian per year in addition to their regular vacation time (in addition to receipt of their regular daily wage).**
  - c. One additional day of vacation shall be granted to the custodians for each day they are asked to work when school is closed by the county or state health authorities, in addition to their regular vacation time.**

#### ARTICLE XIV

#### PAID LEAVE

B. Illness or Disability Leave. Each ~~full-time 10 or 12 month~~ employee will annually receive five (5) days, which consist of two (2) personal and three (3) funeral leave days, plus one (1) day of paid "Illness or Disability Leave" per month worked (i.e., 10 month employees a yearly maximum of 15 **and 12 month employees a yearly maximum of 17**), to a maximum of one hundred (100) days, plus the current year's accumulation. Funeral leave days will not be accumulative (see Section C). ~~Part-time employees will receive three (3) days of paid "Illness or Disability Leave" each year, accumulative to a maximum of seven (7) days, plus the allotment for the current school year.~~

## ARTICLE XV

### VACATIONS

A. Each full-time twelve (12) month employee will annually receive paid vacation in accordance with the following schedule:

1. 1st year of employment: 6 days  
  
2nd - 6th year of employment: 11 days  
  
7th - 9th year of employment: 14 days  
  
10th year of employment and up: 15 days in year 10, plus one additional day for each subsequent year of employment, up to a maximum of 20 days.
2. Vacation shall be non-accumulative (unless denied in previous year by administration).
3. Vacations shall be scheduled by the administration, with reasonable efforts made to accommodate employee requests for specific dates.
4. In the event that an employee's employment relationship with the Board is terminated for any reason during a year in which the employee has already used some or all of his/her vacation for that year, the employee shall be responsible for reimbursing the Board for that pro rata portion of his/her annual vacation which exceeds the amount of annual vacation credit accrued prior to the date of termination. Such reimbursement amount may be deducted from the employee's last paycheck.
5. Upon termination, an employee shall be paid for all vacation time accrued during the year of termination up to the date of termination but not yet used.

ARTICLE XX  
MISCELLANEOUS PROVISIONS

H. In the event of a mechanical breakdown which requires the Supervisors to work beyond their normal work day, they will receive 1 1/2 times their normal pay for this time.

APPENDIX A

	2015-2016
<b>CUSTODIAN</b>	
<b>SUPERVISORS</b>	
Upon Hire	<b>\$20.22</b>
After Three Years	<b>\$20.74</b>
<b>CUSTODIAN</b>	
Upon Hire	<b>\$15.99</b>
After One Year	<b>\$16.54</b>
After Two Years	<b>\$17.07</b>
After Three Years	<b>\$17.56</b>