

AGREEMENT

BETWEEN

SWAN VALLEY SCHOOL DISTRICT

And

**SWAN VALLEY ASSOCIATION OF
SECRETARIES & PARAPROFESSIONALS, MEA/NEA**

2009-2012

**SWAN VALLEY SCHOOL DISTRICT
SAGINAW, MICHIGAN**

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Preamble

This Agreement is entered into, effective July 1, 2009, by and between the Swan Valley Board of Education, County of Saginaw, Michigan, hereinafter called the "Board", and the Michigan Education Support Personnel Association, hereinafter called the "MESPA" through its local affiliate, the Swan Valley Secretaries and Clerks Association, MEA/NEA. The signatories shall be the sole parties of this Agreement.

WHEREAS, the Board has statutory obligation, pursuant to the Public Employment Relations Act 336 of the Public Acts of 1947, as amended, to bargain with the MESPA as the representative of its bargaining unit members with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE 1 – RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for the following employees: all educational and all hourly full or part – time personnel engaged in secretarial and clerical work including bookkeepers, clerks, receptionist, instructional clerks, clerical assistants, library clerks, detention room supervisors, classroom assistants, kindergarten aides, health care aides. E.I. aides and instructional aides, assigned to Swan Valley and/or St. Vincent's, office personnel but excluding all supervisory, executive, confidential personnel and substitutes. Each of these will be a separate classification. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employees" and such reference shall mean both male and female employees.

Full time employees shall be defined as those working thirty-five plus (35+) hours per week. Employees working thirty-five or fewer hours per week shall be considered part time employees. Employees working twenty-eight (28+) hours per week prior to July 1, 1994, shall be considered full time employees for all articles of this contract.

ARTICLE 2 – ASSOCIATION RIGHTS & RESPONSIBILITIES

- A. The Association shall have the right to use the school facilities and equipment, including duplicating equipment, calculating machines and all types of audio – visual equipment, when such equipment is not otherwise in use. Association use of school facilities and equipment will be permitted provided that:
 - 1. A request is made and use arranged for in advance at which time the purpose of the use is given.

2. The use is strictly to service the legitimate purposes of the Association, such as duplication of records, notices, correspondence, etc.
 3. The purpose is for the internal business of the Association and not for public distribution.
 4. The Association shall reimburse the school for any expendable supplies.
- B. The Association shall have the right to post notices of its activities such as unit election results and unit meetings on designated bulletin boards. Anything posted shall be signed by the appropriate local union official and a copy provided to the Administration.
- C. Upon written request by the Association, the following reports will be made available:
1. The annual financial report for the year ending as of June 30th, after completion of the audit as presented to the Board;
 2. A copy of the proposed budget;
 3. A list of all personnel covered by this Agreement, including their salary and years of seniority in the system.
- D. The parties shall share equally the cost of printing of this contract.
- E. The Board shall permit a person or persons designated by the Association a maximum of six (6) days total absence, without loss of pay, to attend Association conferences during the school year. The Association shall make such request one (1) week prior to date of such conference. The Association shall pay the expenses incurred.
No more than two members of the unit may be gone on the same day for such conferences.
- F. At the written request of the Union, special conferences may be arranged between the Union and the Administration. The topics to be discussed shall be made known in advance and the meeting shall be conducted on non-paid time.
- G. Employees in this unit shall be represented by two (2) stewards. The Union shall furnish, in writing, to the Employer the names of the stewards and alternate stewards.
- H. The Union and the Board agree that the practice of using volunteers shall continue. Current bargaining unit members will not be replaced or suffer a loss of wages or benefits as a result of the use of volunteers.

ARTICLE 3 – RIGHTS OF THE BOARD OF EDUCATION

- A. It is hereby recognized by all parties hereto that the Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities granted by law. 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 terms of this Agreement and then only to the extent such terms are in conformance with Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- B. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.
- C. The provisions of this Agreement—the wages, hours, terms and conditions of employment—shall be applied in a manner which is not arbitrary or discriminatory.

ARTICLE 4 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Employees shall be entitled to perform their duties under fair, safe, healthful and equitable working conditions as regulated by the State and Federal Occupational Safety and Health Act. When such conditions do not prevail, the affected employee(s) shall notify their supervisor immediately of any deficiencies. The Board shall make all reasonable attempts to correct such deficiencies as soon as possible.
- B. For just cause, the Board or its representative may reprimand, suspend without pay, demote, discipline or discharge an employee. In the event that the employee feels that the reprimand, suspension without pay, demotion, discipline or discharge is unjust, the employee may file a grievance in accordance with the provisions of Article 15. In the event that the parties have agreed to an appropriate penalty, any review of this matter by an arbitrator shall not include a review of the penalty imposed. In the event that the parties have not agreed upon an appropriate penalty, the arbitrator may direct an appropriate penalty except that the arbitrator shall not substitute his judgment for that of the employer unless the arbitrator determines that the employer's decision concerning the appropriate penalty is clearly arbitrary or capricious.
- C. When an employee is given a suspension, disciplinary discharge, layoff, written reprimand and/or warning which is to be affixed to his/her personnel file, the employee shall be promptly notified of the action taken in writing.
- D. Records of disciplinary action must be specific in content, signed by the contributor, and a copy furnished to the employee.
- E. Whenever practical, employees shall be counseled privately for corrective action.

- F. No employee will be disciplined for failing to follow any rule, regulation, or order unless such rule, regulation or order has been applied uniformly with all employees.
- G. In the event the Board decides to implement an evaluation procedure, all employees, upon employment and at the beginning of each work year, will be apprised of the specific evaluative criteria and procedure prior to the conducting of any formal evaluation.
 - 1. Probationary employees shall be observed for the purpose of evaluation at least twice during their probationary period.
 - 2. Seniority employees shall be observed for the purpose of evaluation at least once every two (2) years.
 - 3. Evaluations shall be conducted by the employee's immediate supervisor. All monitoring or observation of the employee will be conducted openly and with the full and complete knowledge of the employee. The use of electronic devices or similar surveillance devices shall be strictly prohibited.
 - 4. All evaluation shall be in writing and a conference shall be held between the employee and the supervisor to discuss the evaluation within five (5) days of the observation.
 - 5. All evaluations must indicate the supervisor's observation of the employee's particular strengths and those areas needing assistance. Furthermore, whenever a particular deficiency is noted, the evaluator must indicate the specific way which the employee is to improve and what assistance will be provided by the supervisor. Subsequent evaluation reports must note the progress or lack of progress of previously noted deficiencies.
- H. An employee shall be considered a voluntary quit if he/she is absent three (3) consecutive normally scheduled work days without notification of a valid reason acceptable to the Board and who has no legitimate reason for not notifying the Board of his or her absence, unless the employee can demonstrate that there were extenuating circumstances preventing such notification.

ARTICLE 5 – SENIORITY

- A. Definition and Use:
1. Beginning with the ratification of the 1991-94 Master Agreement, seniority for all bargaining unit employees shall be accrued and maintained under a dual seniority system. Bargaining unit member employees shall accrue “district-wide” seniority based on their most recent continuous date of hire in the district. Bargaining unit member employees shall accrue “classification” seniority based upon the most recent continuous length of time spent working in a particular classification.
 2. Classification seniority shall not be transferable and shall not be used for bidding purposes outside that specific classification. Should an employee transfer out of a given classification, his/her seniority accrued while working in the classification shall be frozen but can be used for bumping back into the classification to avoid layoff.
 3. An employee’s step on the wage scale will not be directly connected with seniority.
 4. The place on the seniority list of persons hired on the same day shall be determined by lot.
- B. New employees shall be subject to a probationary period of seventy-five (75) working days of employment which must be completed within six (6) months in which work is scheduled (excluding the summer period for those employees that are not scheduled to work). During the probationary period, the Board shall have the sole right to discharge, discipline, transfer, demote or lay off employees for any reason, without regard to the provisions of the Agreement, and no grievance shall arise there from. Upon completion of the probationary period, their names shall be placed on the seniority list as of the date they were employed.
- C. Any employee’s seniority shall terminate upon the occurrence of any of the following: (a) voluntary quitting; (b) discharge for cause; or (c) retirement
- D. Any up-to-date seniority list of all employees who have completed their probationary period shall be provided to the Association at the beginning of each semester, more often at the discretion of the Board. Newly hired employees during the interim shall be made known to the Association.
- E. Seniority shall be frozen at the current step, when lay off occurs. Any employee who is absent from work by reason of lay off shall remain on the seniority list for three years. After three years, he/she shall lose their seniority.

- F. Unexcused failure of the employee to return to work recalled from layoff or the unexcused failure of the employee to return to work after expiration of a formal leave of absence shall result in the termination of and loss of seniority.
- G. When a circumstance occurs that requires a health care aide to remain with a student through graduation regardless of seniority, lay-off or bumping, the district and the union will review the circumstances. They will come to a mutual agreement on a case-by-case basis. In the event that the parties are unable to reach an agreement, the County Director of Special Education services will be asked to review the circumstances and make a recommendation that both parties will abide by.

If the duration of the absence of the student is anticipated to be less than 10 days, the paraprofessional might be reassigned to other duties within the district for the duration of the child's absence.

If the duration of the absence of the student lasts more than 10 consecutive days, the paraprofessional will be laid off.

If a health care position is deemed as having special circumstances, the aide who assumes the position will have his/her seniority frozen for layoff/bumping purposes, but will retain and accumulate seniority for pay, longevity, benefits and transfer purposes.

ARTICLE 6 – CONFERENCE DAYS

The Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by employees who attend workshops, seminars, conferences or other career improvement sessions as approved by the Superintendent. Attending workshops, seminars, conferences or other career improvement sessions may be pre-approved only if it is within the budgetary limitations of the district. Application to attend such a conference should be made sufficiently in advance (usually a minimum of four (4) working days) to allow the proper planning. Persons attending conferences will submit a summary of conference highlights to the Superintendent within two (2) weeks from the closing of the conference.

ARTICLE 7 – RESIGNATION

Any employee desiring to resign shall file a letter of resignation with his/her immediate supervisor at least two (2) weeks prior to the effective date.

ARTICLE 8 – SICK LEAVE

- A. All full time and part time school year employees shall receive nine (9) sick days per year.
- B. An employee may accumulate a maximum of one hundred and sixty-five (165) days of unused sick leave.

- B. Employees who are ill and must be off work are requested to call their immediate supervisor and their local school office. If any employee fails to report to the building principal or supervisor that he/she is ill and will not report for work, said employee will forfeit his/her sick leave pay for such days not reported.
- C. Employees who voluntarily separate from the district who have a minimum of ten (10) years of service to the school district shall receive fifty (\$50) dollars per day for up to seventy-five (75) days of unused sick leave. Employees who are discharged for just cause will not be eligible for termination benefits.
- D. A sick leave bank shall be established in the initial year of this Agreement by each employee contributing one (1) day of sick leave to the bank. Each new employee shall be assessed one (1) day during his/her first year of employment. These days may be used in cases of personal illness or injury when an employee has depleted his/her own sick leave. These days may be requested through completion of a sick leave bank request form within five (5) work days prior the expiration of sick leave. These forms are available through their building rep.

A committee made up on one (1) administrator (superintendent or designee) and two (2) bargaining unit members (one elementary, one secondary) with provision that the building principal involved may be requested to be present as a source of information relative to the case under consideration. The committee shall decide if any days or how many days will be granted that employee. Any decision must be a two-thirds (2/3) vote with a quorum present for action. A written note from a physician, upon request, shall also be presented with the employee's request. Any days remaining in the sick leave bank at the end of one school year will be carried over into the succeeding school year. Should the days in the sick bank be totally depleted, the bank shall be re-established in the same manner as the original establishment.

ARTICLE 9 – PERSONAL BUSINESS DAY

- A. All full-time employees with seniority shall receive three (3) personal business days, without loss of pay, each year.

Part-time employees who work twenty-five (25) or more hours per week shall receive two (2) personal business days, without loss of pay, each year. Part-time employees who work fewer than twenty-five (25) hours per week shall receive one (1) personal business day, without loss of pay, each year.

A personal business day will not normally be granted prior to or after a holiday.

Business days must not be accumulative.

- B. Request to the immediate supervisor shall be made forty-eight (48) hours in advance, except in case of emergency.
- C. If unused, the personal business day is to be converted to a sick leave day. Personal business days are to be used for business purposes that cannot be taken care of outside the working day.

ARTICLE 10 – SCHOOL CLOSING

- A. In the event of law changes, the District is not required to make up “Act of God days” to participate in full state aid, we will revert back to not requiring employees to make up “Act of God days.”

In the event that school is canceled due to an “Act of God” and the day is made up later, employees shall only receive pay for the made-up day.

- B. In case of mechanical failure or other reason when a school building is closed, an employee may be requested to work in another building for the duration of that closing.

ARTICLE 11 – JURY DUTY

- A. A seniority employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight time hours for the Board on that day and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses for each day’s jurist service). The obligation of the Board to pay the employee for jury duty is limited to a maximum of sixty (60) days of any calendar year.
- B. In order to receive payment, the employee must give the Board prior notice that he/she has been summoned for jury duty and just furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE 12 – LEAVE OF ABSENCE

- A. Leave of absence with pay shall be granted annually for the following reasons:
 - 1. A maximum of eight (8) days for critical illness or death in the immediate family. These days would be deducted from a sick leave. Immediate family shall be interpreted throughout this contract as husband, wife, mother, father, brother, sister, children, grandparents, or grandchildren of employee or spouse. Critical illness shall be defined as requiring immediate medical attention.

- B. A maximum of three (3) sick days per school year may be used for the following reasons, provided permission for such leave is obtained from the Superintendent' s office through the principal involved. These days would be deducted from sick leave.
1. The employee may attend the funeral of any person.
 2. Emergencies, catastrophic accidents.
 3. Marriage or graduation of immediate family and/or the employee.
 4. Required court appearance involving no moral turpitude on the part of the employee.
 5. Child born to the employee or member of immediate family.
- C. A maximum of five (5) days per school year may be used by the employee in the event of illness of his/her child. These days would be deducted from sick leave.
- D. Family and Medical Leave
Nothing within this article shall be construed to limit an employee's entitlement to leave under the Family and Medical Leave Act of 1993. The employer shall have the right to designate a leave as Family and Medical Leave based on appropriate information supplied by the employee. The following principles shall apply to all family and medical leaves:
- (1) A family and medical leave may be paid or unpaid provided that the employer may require that an employee use available paid leave time to cover his or her absence.
 - (2) Only employees who have been employed for at least twelve (12) months and for at least 1250 hours during the previous twelve (12) month period will be considered eligible for family and medical leave.
 - (3) Where the husband and wife are both employed by the School District the aggregate number of weeks of leave which both may be entitled to and limited to twelve (12) weeks during any twelve (12) month period of time when the leave is taken following the birth of a child or placement of a child for adoption or foster care.
 - (4) Where FMLA is being taken for the purpose of caring for a child following birth or placement, it must be taken within twelve (12) months from the date of birth or placement.

- (5) If an employee requests intermittent leave or leave on a reduced leave schedule and it is foreseeable based on planned medical treatment the employer may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.
- (6) Employees will be required to provide appropriate notification of at least thirty (30) days before an expected leave is to begin. Employees will also be required to provide certification of the need for the leave of absence. The employer reserves the right to challenge the certification as provided within the statute.
- (7) The employer reserves the right to require an employer to report periodically on his or her status and intent to return to work.
- (8) As a condition of being restored to employment, the employer reserves the right to require an employee to provide certification indicating that he or she is capable of resuming his or her duties.
- (9) (If applicable) An employee will be required to pay the employee's share of group health insurance premiums during an FMLA leave, including any increases imposed by the carrier.

ARTICLE 13 – HOLIDAYS

Any employee who has completed the probationary period in the Swan Valley School District and who has worked the last scheduled day before and the first scheduled day after a holiday shall be entitled to eight (8) paid holidays:

- a. New Year's Day
- b. Good Friday
- c. Easter Monday
- d. July 4th – for employees employed for 12 months
- e. Memorial Day
- f. Labor Day
- g. Thanksgiving Day
- h. Day after Thanksgiving Day
- i. Christmas Day

ARTICLE 14 – INSURANCE

The employer shall provide to each full time bargaining unit member one of the following MESSA-PAKS:

- | | |
|--------|---|
| Plan A | <p>For employees needing health insurance</p> <p>Super Care I \$100/\$200 deductible, \$5.00 RX, PC Rider</p> <p>Delta Dental Plan 80/80/80/80: \$1,500</p> <p>Negotiated Life \$20,000 with Accidental Death & Dismemberment</p> <p>Vision VSP-3</p> <p>LTD 66 2/3%</p> <p>\$2,500 monthly max</p> <p>90 calendar day – modified fill</p> <p>Freeze on offsets</p> <p>Alcohol/Drug Addiction – 2 year</p> <p>Mental/Nervous – same as any other illness</p> |
| Plan B | <p>For employees not needing health insurance</p> <p>Delta Dental 80/80/80/80: \$1,500</p> <p>Negotiated Life \$20,000 with Accidental Death & Dismemberment</p> <p>Vision VSP-3</p> <p>LTD 66 2/3% same as Plan A</p> |
| Plan C | <p>For employees needing health insurance</p> <p>Choices II PPO; \$10/\$20 prescriptions</p> <p>Long Term Disability 66 2/3%</p> <p>\$2,500 monthly maximum</p> <p>Pre-existing Condition Waiver</p> <p>90 day calendar - modified fill</p> <p>Alcoholism/drug addiction 2 years</p> <p>Mental/nervous same as any other Illness</p> <p>Social Security Freeze on onset</p> <p>Delta Dental Plan 80/80/80: \$1,500 annual max c.o.b.</p> <p>80: \$1,500 lifetime max. orthodontics</p> <p>Negotiated Life \$20,000 AD & D</p> <p>Vision VSP 3</p> |

for a full twelve (12) month period for the bargaining unit member and his/her entire family. The Board shall sign an Employer Participation Agreement. Bargaining unit members not electing MESSA-Pak Plan A or C will select MESSA-PAK Plan B.

Eligible employees in this bargaining unit choosing MESSA Choices II (Plan C) shall pay \$62.00 per month toward the premium of their medical insurance for 2009-10. The Board will pay the other costs related to this MESSA package. Members hired prior to December 20, 2006 may choose MESSA Super Care 1 as their health insurance rather than Choices II, and will pay the difference between the monthly premium of Choices II and Super Care 1 plus 5% Choices II contribution.

Bargaining unit members electing MESSA-PAK Plan B may apply up to the amount of the Plan B premium toward the MESSA Fixed Option program. Any remaining dollars shall be applied on an individual basis to purchase any of the MESSA Variable Options and/or approved tax-sheltered annuity plans.

If an employee is eligible for health insurance coverage through his/her spouse, the employee is not eligible for the insurance coverage of Plan A or C provided for in this agreement.

If the administrators or teachers of the Swan Valley School District change insurance providers, the Association of Secretaries and Clerks will also change to the new provider, keeping the same amount and type of coverage and benefits. The Board will continue to pay the premiums on the insurance provided in the Article during negotiations for a new agreement even though the existing agreement may be expired.

Part-Time Employees:

Employees who work thirty (30) hours or less per week are not eligible for Board paid insurance coverage. Members who do not meet this guideline, but received the benefit during the 2008-09 school year will retain this benefit.

Employees who work thirty-one (31) to thirty-five (35) hours per week are eligible for one of the following:

- Plan A or C – 50% of premium
- or Plan B – Fixed benefits/no option dollars
- or Option dollars/TSA (No Plan A, C or B)

Members who do not meet this guideline, but received the benefit during the 2008-09 school year will retain this benefit.

ARTICLE 15 – GRIEVANCE

A. Definition

1. A grievance shall mean a complaint by an employee in the bargaining unit that there has been to him/her a violation, misinterpretation or inequitable application of a specific provision of the Agreement.

2. As used in this Article, the term "employee" may mean a group of employees having the same grievance. Grievances filed under Section 2 may be filed under the name of the Association President.
3. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having that grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, providing that the Association has been given opportunity to be present at such adjustment.

B. Procedure for handling

1. The employee who feels that he/she has a grievance should first take the matter up verbally with the supervisor (within five (5) working days or ten (10) days in the summer following the act or condition which is the basis for his/her grievance) who will attempt to resolve it with him/her.
2. If this act fails to resolve the grievance, the employee shall reduce the grievance to writing, specifying the section of the contract he/she alleges is violated, the events that caused the alleged violation and the remedy he/she seeks. This must be accomplished within five (5) working days of the verbal conference.
3. Within five (5) working days of receipt of the written grievance, the supervisor shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of the conference, the employee may appear personally or he/she may be represented by an Association representative in case of emergency, or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and the duties of the employee.
4. Within five (5) working days after such conference, or longer if mutually agreed to, the supervisor shall answer such grievance in writing.
5. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the supervisor's decision will be final. The grievance may be appealed to the Superintendent of Schools by sending such notices in writing to him/her within five (5) working days from the date of the supervisor's written decision.
6. Within ten (10) working days, or longer if mutually agreed to, the Superintendent, or his designee, will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and the duties of the employee.
7. Within ten (10) working days, or longer if mutually agreed to, the Superintendent, or his/her designee, shall answer such grievance in writing.

8. Such answer shall be final and binding unless appealed to the next step within thirty (30) days from the date of the Superintendent's written decision. The answer may be appealed to the Board of Education within ten (10) working days.
9. Within ten (10) working days after the Board has been notified, or longer if mutually agreed to, the Board will arrange for a conference to resolve the grievance.
10. If the grievance is not settled at the preceding step it may be submitted to binding arbitration within ten (10) working days after the conference with the Board.
 - a. Within the ten (10) days referred to above (Step 10), the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the dispute to be arbitrated.
 - b. Within five (5) working days from the receipt of such notice, the other party shall notify the first party with its statement of the matter to be arbitrated.
 - c. If the parties are unable to agree on an arbitrator within five (5) days, the American Arbitration Association will be asked to immediately submit a panel of arbitrators. The rules of the American Arbitration Association will govern the proceedings.
 - d. The fees and expenses of the Arbitrator, cost of transcripts (if one is requested by the Board of Arbitration), and cost of the hearing room shall be borne equally by both parties. All other expenses incurred shall be paid by the party incurring them.
11. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitration shall, therefore, not have authority, nor shall it be considered his/her function, to include the decisions of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which, in practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. Past practice of the parties interpreting or applying terms of this Agreement can be relevant evidence; but may not be used so as to justify or result in what is, in effect, a modification (whether by addition or subtraction) of written terms of this Agreement. The Arbitrator has no obligation or function to render a decision or not to render a decision merely because, in his/her opinion, it is unfair or inequitable.

12. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he/she will hear the case on the merits at the same hearing in which the jurisdictional question is presented. In any case, where the arbitrator determines that such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a recommendation of its merits.
13. Unless expressly agreed to by the parties, in writing, the arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing. Separate arbitrators shall be constituted for each grievance appealed to binding arbitration.
14. All cases shall be presented to the arbitrator in the form of a written brief prepared by each party setting forth the facts and its position, and the arguments in support thereof. The arbitrator may make such investigation as he/she may deem proper and may, at his/her option, hold a public hearing and examine the witnesses of each party; and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings. Within thirty (30) days after the close of the hearing, or the date established for filing post hearing briefs, if so desired by either party, the arbitrator shall issue his/her decision which shall be final and binding.

ARTICLE 16 – MILEAGE

Employees required in the course of their work, and who have received approval from the administration to drive personal automobiles for school business, shall receive an allowance equal to that paid to other employees for use of cars authorized district business.

ARTICLE 17 – SALARY PROVISIONS

- A. The classification and salaries of employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. It is understood that the designation of classification and position is not intended as designating job content or as restricting work assignments.
- B. All part time school year employees shall be given a choice of being paid in twenty-one or twenty-six pays. All part time and school year employees will be paid in 21 pays unless the employee elects to have the district withhold amounts from his/her wages to provide for his/her wages to be received in 26 equal pays.

All paraprofessionals hired after December 20, 2006 that work school year only will be paid on an hourly basis for the hours worked during that pay period.

The union also agrees that in the event a court or other tribunal of competent jurisdiction determines that the voluntary structure of 26 pay periods for employees who work only a limited work year is illegal, this structure shall be considered null and void and the pay structure shall immediately revert to 21 pay periods and all employees shall be paid accordingly.

- C. Any employee who has completed the eighth (9th) year of employment shall be entitled to an additional three (3%) percent of his/her base salary for the 10th through 11th years. Beginning the 12th year, the employee shall receive an additional three (3%) percent (a total of six (6%) percent of his/her base pay.) Beginning the 16th year, the employee shall receive an additional two (2%) percent (for a total of eight (8%) percent of his/her base pay.) Beginning the 20th year, the employee shall receive an additional 1.5% (for a total of 9.5% of his/her base pay.)
- D. Any employee who is hired onto the district prior to January 1st of any year shall be entitled to a step on the salary schedule at the start of the following employment year. Any employee who is hired into the district after January 1st of any year shall not move a step on the salary schedule until the beginning of the employment year following one (1) full year of service.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE 19 – WAIVER CLAUSE

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

ARTICLE 20 – ADJUSTMENT OF STAFF

- A. Thirty (30) days prior to the end of the instructional year, employees shall be notified of any termination of services
- B. Job notices will be sent on or before August 10th for the following reasons:
 - 1. Major change or addition in duties of position.
 - 2. Change of building assignment.
- C. If the district determines, for any reason, to reduce the number of employees, such reduction shall be done by seniority within classification with the least senior person being the first to be laid off. Recall shall be done in the inverse order of layoff. All laid off personnel shall be recalled by registered or certified mail within the required five (5) days, he/she will be dropped from the seniority list. A laid off employee must accept the least senior position within the classification.
- D. In case of declining enrollment, millage defeats and/or other economic factors, two (2) weeks will be minimum time of dismissal notice after school year has commenced.
- E. The president of the Association shall be notified when a member retires or is laid off.

ARTICLE 21 – POSTINGS

- A. A job opening is a position which is not held by a bargaining unit member which the employer intends to fill. Job will be posted for the consideration of all SVESP members within that classification before a recall takes place. All job openings in the school district shall be posted in each school building for the consideration of all. Such postings shall be for a minimum period of five (5) working days under normal circumstances.
- B. Any employee covered by this Agreement shall be given first consideration for job openings within their seniority group. Openings shall be filled on the basis of seniority and qualifications. (For the purpose of this Article, seniority groups will be secretarial and general aide.)
- C. In the event of promotion or transfer from one position to another, the bargaining unit member shall be given a thirty (30) working day trial period in which to show his/her ability to perform on the new job. The employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

- D. Should there be any job postings during the summer months, all present employees shall be sent notification of such openings at least ten (10) days prior to the deadline date for application.
- E. Job titles or descriptions shall not be changed except by mutual agreement, (Example: Library clerk vs. library coordinator).

ARTICLE 22 – NO STRIKE PLEDGE

The Association and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Association and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Association therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause aid, encourage, or ratify boycotting, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

ARTICLE 23 – NEGOTIATIONS

- A. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment.
- B. There shall be no more than four (4) persons on each party's team for the purpose of negotiations.
- C. Whenever negotiations referred to in paragraph A between the Association and Board are scheduled exclusively for the convenience of the Board during the Association member's regular workday, the member will be released from work duties to participate in the negotiations without loss of pay or benefit.

ARTICLE 24 – PAYROLL DEDUCTION

- A. The MEA shall notify the Board thirty (30) days prior to any change in its dues.
- B. The Board shall deduct from the pay of each bargaining unit member from whom it received authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Board and MEA.

ARTICLE 25 – AGENCY SHOP

A. Dues and Service Fees:

Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the union, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall – pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association – deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in bi-weekly equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association or its designee, no later than thirty (30) days following deduction.

B. The Association shall save the Board harmless from any and all liability concerning the implementation of this Article. The Association shall pay any and all costs associated with any action taken by the Board in the implementation of this Article in the event the Board should be challenged or charges are filed against the Board due to its implementation of this Article.

ARTICLE 26 – UNPAID LEAVE OF ABSENCE

A. An employee, upon written request, may be granted an unpaid leave of absence by the Board for justifiable reasons.

B. Employees, upon written request and documentation of need, shall be granted unpaid leaves for childbearing, and/or physical or mental disabilities.

C. Employees making such request shall set forth the following information:

1. Name, date, applicant's signature
2. Nature of the request
3. Reasons for request and any additional information that could bear on the merits of the requested leave
4. Date applicant desires to commence and terminate the unpaid leave of absence

- D. Unpaid leaves of absence shall be without pay, fringe benefits, advancement on the salary schedule or the accrual of seniority and shall not exceed the period of one (1) year unless expressly extended by the Board. Any and all benefits and seniority accrued prior to such leave shall be held in escrow until said employee returns from leave.
- E. Employees returning from unpaid leave shall be placed in their former position or equivalent position and not at a lesser rate of pay.
- F. Employees who are otherwise qualified shall have the right to family and medical leaves as otherwise set forth in the Family and Medical Leave Act and in Article 12 D. which is incorporated herein by reference.

ARTICLE 27 – VACATIONS

A. Year Round Employees

Permanent, full-time, seniority employees who are employed on a year – round basis (i.e. fifty-two (52) weeks) will earn vacation pay in accordance with the following provisions:

1. Vacation leave with pay is earned in the fiscal year (July 1st through June 30th inclusive) prior to the fiscal year in which the vacation leave with pay is to be taken.
2.
 - a. Permanent, full-time, seniority employees whose departments closed during Christmas and Easter recess shall receive their pay in twenty-six (26) equal pays based on a 251 day contract. The employee may, at the discretion of the supervisor, be called into work. An attempt will be made to have other district employees at work in the building during this recess. The employee will receive their regular hourly wage when called in during the Christmas and Easter recess.
 - b. If mutually agreed upon between the school district and the employee, an employee otherwise scheduled to work twelve (12) months may be scheduled for ten (10) months. The agreement will be concluded in writing on, or before July 1 of each year. The employee would revert to the coverage of this agreement pertaining to ten (10) months employment. The ten (10) month schedule would be established by the supervisor.
 - b2. The district will post the vacancy for a ten (10) day period between March 1 and April 1.
 - b3. Where appropriate, fringe benefits would be reduced.
3. Vacation leave with pay may not be taken until earned; however, the Superintendent may, in exceptional circumstances, grant an exception to this requirement.

4. Eligible employees will earn vacation leave with pay according to his/her seniority on July 1st in accordance with the following schedule:
 - a. 1-3 years seniority 10 days
 - b. 4-8 years seniority 13 days
 - c. 9-12 years seniority 15 days
 - d. 13-18 years seniority 18 days
 - e. 19 years and over 20 days
 - f. An eligible employee must receive pay for eighty (80%) percent of the scheduled work time within a given calendar month to earn vacation credit under the above schedule.

5. All vacation leave will be approved by the immediate supervisor. Vacation leave will not exceed ten (10) working days at any one time unless agreed upon by the Superintendent. The employee must work a minimum of fifteen (15) days between maximum vacation requests.

6. Year-round employees may use their sick days, vacation days, or personal days on "Act of God Days" or they may have the day off without pay.

B. Less Than Year Round Employees

Permanent, full-time, seniority employees who are employed on a less than year-round basis (i.e. less than fifty-two (52) weeks) will receive up to ten (10) days of vacation with pay to be taken during the Christmas or Easter school recesses, provided students are not scheduled to report to school and teachers are not scheduled to report for work during said periods. In such event, the vacation will be scheduled at another time. In no event will the number of days granted pursuant to this section exceed one (1) day for each month the employee is scheduled to work between July 1st and June 30th inclusive according to schedule below. A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each fiscal year. Number of paid vacation days allowable as per this implementation schedule is ten (10) days.

C. General Provisions

1. Vacation leave with pay will be paid at the employee's regular base straight-time rate of pay (longevity included if the employee has reached the state of eligibility).

2. An employee must work his/her scheduled day prior to and her scheduled day following the vacation, or submit a physician's certificate of illness, for payment of said days. In such event, the Board may, at its discretion, require that the employee submit to a physical or medical tests by a Board-appointed doctor, provided, however, that the Board will pay the costs of such tests and examination.

3. If circumstances occur to prohibit the employee's return on his/her scheduled day following the vacation (illness, car trouble, plane delay, etc.), the employee will receive his/her daily rate of pay subject to the approval of the Superintendent.

ARTICLE 28 – SAVINGS CLAUSE

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

ARTICLE 29 – WORK YEAR, WEEK AND DAY

- A. The work year shall be determined by the Board of Education. The employee shall be notified of his/her start date.
- B. The work week shall be determined by the Board of Education.
- C. Hours, starting and quitting times, breaks and one-half (1/2) hour lunch period will be according to positions assigned, depending on the building in which you work. An employee will be permitted to leave the building during his/her lunch period. Each employee shall be granted a fifteen (15) minute rest period during the morning and afternoon at a time agreed upon with the building principal. If an employee must work during his/her lunch period, he/she shall be compensated for that time upon the approval of the building principal.
- D. Any Association member required to attend an inservice or training shall be compensated at their normal hourly rate.
- E. Any Association member who is required to disburse medication to a student shall be given a copy of the school district's policy on distribution of medicine
- F. When a student assigned to an aide is absent from school for the day, the aide may work for the day helping the teacher or working in the office if necessary.
- G. Whenever the employer deems it necessary for a bargaining unit member to attend training, informational meetings, or any other requirements outside of his/her normal working hours, the bargaining unit member will be paid his/her hourly rate for up to and including forty (40) hours per week, and his/her hourly rate times one and one-half for all hours over forty (40) in one week.

ARTICLE 30 – HIGHLY QUALIFIED PARAPROFESSIONALS

It is understood that as a condition of continued employment within their job classification, bargaining unit members may be required to comply with governmentally mandated requirements, including, but not limited to education, training, and testing.

If testing is the appropriate method of complying, the district agrees to pay the testing fee for current bargaining unit members. Individuals hired after the effective date of this agreement or hired after the effective date of the governmentally mandated requirements, shall meet such requirements upon hire.

If a bargaining unit member is unable to comply with legal requirements with in their job classification, the district will first transfer the affected bargaining unit member to another classification, provided the member is qualified and a vacancy exists, and second, lay off the employee.

ARTICLE 31 – TERMINATION

This agreement shall become effective July 1, 2009, unless otherwise specified, and remain in effect until June 30, 2012. Salary and insurance will be subject to a re-opener in (2010-2011 and 2011-2012) of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative as of the _____ day of _____, 2009.

SWAN VALLEY BOARD OF EDUCATION

SWAN VALLEY ASSOCIATION OF
SECRETARIES AND PARAPROFESSIONALS

President

President

Secretary

Chairperson

APPENDIX A

**SWAN VALLEY SCHOOL DISTRICT
Support Staff Salary Schedule
FY 2009-10, 2010-11, 2011-12**

Increase	2.00%	1.00%		
	<u>FY 2008-09</u>	<u>FY 2009-10</u>	<u>FY 2010-11</u>	<u>FY 2011-12</u>
<u>Secretaries</u>				
0 – 2 Years	11.59	11.71		
3 – 4 Years	12.54	12.66		
5 – 7 Years	13.83	13.97		
8 – 9 Years	15.08	15.23		
10 – 11 Years (includes 3% longevity)	15.53	15.69		
12 - 15 Years (includes 6% longevity)	15.99	16.14		
16 – 19 Years (includes 8% longevity)	16.29	16.45		
20+ Years (includes 9.5% longevity)	16.51	16.68		
<u>General Aides</u>				
0 – 3 Years	10.86	10.97		
4 – 6 Years	11.20	11.31		
7 – 9 Years	11.37	11.48		
10 – 11 Years (includes 3% longevity)	11.71	11.83		
12 – 15 Years (includes 6% longevity)	12.05	12.17		
16 – 19 Years (includes 8% longevity)	12.28	12.40		
20+ Years (includes 9.5% longevity)	12.45	12.57		