

# **MASTER AGREEMENT**

between

**NEWAYGO COUNTY REGIONAL  
EDUCATIONAL SERVICE AGENCY**

and

**NEWAYGO COUNTY INTERMEDIATE  
SCHOOL DISTRICT SERVICE  
STAFF/MICHIGAN EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

July 1, 2017 through June 30, 2020

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## AGREEMENT

This Agreement made and entered into June 12, 2017 by and between the Newaygo County Regional Educational Service Agency School Board, hereinafter referred to as the "Board" and the Newaygo County Intermediate School District Service Staff/Michigan Educational Support Personnel Association, hereinafter referred to as the "Association."

It is understood that wherever the term "Board" appears, the words "or designated representative" shall be assumed to follow.

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

### ARTICLE 1

#### RECOGNITION

The Board recognizes the Association as a sole bargaining representative for secretaries, teacher aides, paraprofessionals, custodians, housekeepers, maintenance technicians and bus drivers\*; excluding all supervisory personnel including all directors, supervisors, administrative support employees, administrative assistants to the Superintendent, temporary employees and substitutes (\*not a current active employee group).

### ARTICLE 2

#### DEFINITIONS

A. School-Year Employee:

Employees who are scheduled to work the school year as set by the school calendar, or by individual calendars for secretaries who may work one or two weeks prior to the start of the school year and/or one or two weeks at the conclusion of the school year, are school year employees. This scheduled work year may be extended (not including summer school for which an employee has made application) but said extension may not exceed five (5) working days. Notification of an extension of work will be made in writing not less than thirty (30) calendar days prior to the extension, except when required by law or state agency. Under this exception, notice will be transmitted to the Association upon receipt thereof.

B. Full-Year Employee:

Employees working twelve (12) months a year are full-year employees.

C. Part-Time Employee:

1. Employees working thirty-five (35) hours per week or less shall be considered part-time.

2. The Board shall employ no more than two (2) part-time employees in any classification (except aides, housekeepers, paraprofessionals, and custodians) in any facility.
3. Employees who have hours temporarily increased to more than thirty-five (35) hours per week for more than sixty (60) work days, during an eighty (80) work day period, shall receive benefits (sick leave, personal leave, holiday pay, insurance options) starting after the sixtieth (60<sup>th</sup>) work day. Benefits shall cease at the end of the month that the temporary work ceases.

D. Temporary Employee:

Temporary employees are “at will” employees assigned to a position for less than eight (8) months’ working days (to provide services for a student on a temporary basis) or for an extended period of time to cover for an employee on leave under article 14 or 16. Temporary employees are not eligible for fringe benefits.

E. Substitute:

A substitute is an “at-will” employee who is filling a position caused by a leave of absence of one year or less in duration. Substitute employees are not eligible for fringe benefits.

F. Students:

The Board shall have the right to hire students. “It is the policy of the Board to provide jobs for students to assist them in obtaining an education. It is the intent of the Board to use student employees to supplement the regular work force and not replace it.”

The Union thereby agrees to allow students to be hired for all areas of representation of this contract. This shall include but not be limited to, Capstone Project (Co-Op), summer internships and other specific job training programs.

In no event shall the hiring of any student serve to reduce the number of present bargaining unit employees or fill vacant positions that are normally filled by bargaining unit employees.

Student employees are not eligible for fringe benefits.

G. Work Day: Any day that the NC RESA administrative offices are open.

ARTICLE 3

CAUCUS MEETINGS

The Superintendent and/or designee and the association president and/or designee agree to meet monthly if requested. Upon forty-eight (48) hours’ notice by either party, a meeting may be scheduled.

## ARTICLE 4

### INDIVIDUAL RIGHTS AND REPRIMAND

- A. Any employee of the bargaining unit shall have the right to review, under the supervision of an administrator, the contents of his/her personnel records, excluding initial references, of the district pertaining to said bargaining unit employee, originating after initial employment and to have a representative of the Association accompany him/her in such review. No evaluative or disciplinary material will be placed in his/her personnel file without written notification to the employee.

If the bargaining unit employee disagrees with any information contained in his/her personnel file and the information is not removed or corrected, the bargaining unit employee may choose to respond in writing to the information. Any written response that is to be attached to the material in question must be submitted within thirty (30) days of the employee being made aware of the information.

If a request for disclosure of the personnel file of an employee is received, the Agency will notify that employee to give him/her an opportunity to review the requested materials prior to the disclosure, provided the delay does not violate disclosure laws. If the employee is not reached, the association president will be notified.

There shall be only one official personnel file maintained on any bargaining unit employee. Such personnel file shall be kept in the Superintendent's Office unless otherwise noted in writing.

- B. No bargaining unit employee who has completed his/her probationary period shall be disciplined, dismissed, or reduced in compensation without just cause.
- C. Any bargaining unit employee shall be entitled to have present an available representative of the Association during any meeting which may lead to or involve disciplinary action. When request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present.
- D. Oral criticism or oral reprimands of bargaining unit employees before members of the public, other staff or students by administration, shall be subject to review under the grievance procedure at option of allegedly unreasonably criticized or reprimanded employee.
- E. The Board and Association agree that they shall not discriminate against any employee in any employment matter, assignment, promotion, demotion because of race, color, religion, age, gender, disability, union membership or activity or lack thereof, political affiliation, height, weight, marital status, national origin as required by law or for the exercise of any right guaranteed under this Agreement.

The Board and Association additionally recognize that their commitment to non-discrimination may require reasonable accommodation to employees and accordingly agree to jointly confer with any employee making such a request.

## ARTICLE 5

### ASSOCIATION RIGHTS

- A. The Association shall have the right to use school facilities and office equipment outside of regular scheduled school hours. The use of said equipment shall be at such reasonable cost of all materials, labor, and supplies incidental to such use and further, the Association agrees to pay for any damages to said equipment incidental to Association use. The Association shall request the use of any facilities through the Agency's room reservation procedures.
- B. Budget and Tax Information: The Association, upon request, shall be duly advised by the Board of the fiscal budgetary information affecting the Agency.
- C. At the beginning of every school year, the Association shall be credited with five (5) collective days (40 hours) to be used by persons who are officers or agents of the Association. The president agrees to notify the administration no less than forty-eight (48) hours in advance of taking such leave. The Association agrees to reimburse the Board for the cost of a substitute if one is hired to fill the vacancy for this leave period.
- D. Bargaining unit employees shall be allowed to conduct union business on school district property during the assigned lunch periods. Permission to conduct union business at other times during the day must be received from the immediate supervisor or Superintendent.
- E. The Board shall provide bulletin board space (minimum two foot by three foot space) in the lounge, staff room, or workroom of each building or site where employees are assigned, for the exclusive use of the Association.
- F. All bargaining unit employees will be provided access to an Agency computer and the Agency's network during, and for up to one hour before and after, the employee's workday for Association business. The employer's Acceptable Use policies apply at all times.

## ARTICLE 6

### GRIEVANCE AND ARBITRATION PROCEDURE

#### A. Grievance Procedure

A claim by a bargaining unit employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this contract, dismissal or disciplinary action taken by the Board or its agents may be processed as a grievance as hereinafter provided.

In the event that a bargaining unit employee believes there is basis for a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor either personally or accompanied by his/her Association representative within ten (10) work days of the incident giving rise to the grievance.

If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, he/she may invoke the formal grievance procedure through written form signed by the grievant or a representative of the Association, which form shall be available from the Association representative. In order to invoke the formal grievance procedure, the written grievance as required herein, shall meet all of the following conditions:

1. It shall be signed by the grievant or grievants of the Association;
2. It shall contain a specific synopsis of the facts giving rise to the alleged violation;
3. It shall cite the section or subsections of this contract or rule, order or regulations of the Board, relating to wages, hours, terms or conditions of employment alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested;
6. It shall be filed within fifteen (15) work days of the alleged violation, misinterpretation or misapplication.
7. The Association shall have no right to grieve any evaluation or discipline or dismissal of any probationary employee.

A copy of the grievance form shall be delivered to the immediate supervisor. Within five (5) work days of receipt of the grievance, the supervisor shall meet with the Association in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting or ten (10) work days from the date of filing, whichever shall be later, the grievance will be transmitted to the Superintendent. Unless a written extension is mutually agreed to, failure to transmit the grievance to the Superintendent within the timelines shall constitute abandonment of the grievance. Such transmissions to the Superintendent shall occur not later than fifteen (15) work days from and after date of filing. Within ten (10) work days of receipt of the grievance, the Superintendent or designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.

If the Association is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within five (5) work days of such meeting or fifteen (15) work days from the date of filing with the Superintendent (whichever shall be later), the grievance will be transmitted to the Board by filing a written copy thereof. Unless a written extension is mutually agreed to, failure to transmit the grievance to the Board within the timelines shall constitute abandonment of the grievance. Such transmissions to the Board shall occur not later than twenty (20) work days from and after date of filing with the Superintendent.

The Board, no later than its next meeting or within ten (10) work days, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than ten (10) work days thereafter. A copy of such disposition shall be furnished to the Association.

## B. Arbitration

If the Association is not satisfied with the disposition of the grievance at the Board level, it may, within ten (10) work days after the decision of the Board, refer the matter to the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

1. Neither party may raise a new defense or ground at the arbitration level, unless there is new information which the party failed with good cause or due diligence to discover.
2. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
3. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
4. The cost and expenses of the arbitrator shall be shared equally by both parties.
5. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure.
6. If either party cancels or postpones a scheduled arbitration hearing and a cost is incurred, the canceling party shall pay the total service charge. In the event the parties mutually agree to postpone or cancel an arbitration hearing, any fees shall be shared equally by both parties.

## ARTICLE 7

### SENIORITY

- A. Any new employee will be considered a probationary employee until he or she has been employed and worked for sixty (60) work days. A thirty (30) work-day extension may be added at the discretion of the Superintendent. Upon successful completion of the probationary period, each new employee will be entered on the seniority list as of the date of his or her employment at the Newaygo County Regional Educational Service Agency. Employment is defined as the first date worked in a posted regular assignment. Alphabetical order ("a" being highest) by last name will be used to break a tie in the same classification on the seniority list.

Probationary employees will not be granted fringe benefits (including holiday pay) during the probationary period except for health care benefits.

Sick leave, vacation leave and personal leave shall not be available to use during the probationary period. If the employee is placed on regular status at the close of the probationary period, the employee's sick, vacation and personal leave account

will be credited with the number of days which would have been earned if the employee were not a probationary employee.

- B. If an employee changes his/her area of employment (classification) within the Agency, a new seniority date is established for purposes of layoff and recall only within the new classification. Seniority accruing within the new classification will continue to accrue in the previous classification, however, seniority accrued in the previous classification will not be carried into the new classification.

Employees moving from one classification to another shall serve a sixty (60) work day trial period in the new classification without a limitation on fringe benefits. The trial employee's previous job will be filled with a substitute. If the employee does not pass the trial period they will be returned to their previous job. Reasons for failing the trial period may not be arbitrary and capricious but need not meet the just cause standard. Either the employee or the Board may terminate the trial period at any time and thus return the employee to their previous assignment.

- C. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, seniority is retained if severance of employment is due to layoff. In case of layoff, bargaining unit employees so affected shall retain all seniority rights accumulated as of the effective date of layoff, not to exceed eighteen (18) months.

## ARTICLE 8

### LAYOFF AND RECALL

- A. Determination and Effect. If the Board determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees in a classification or to eliminate or consolidate positions. Compensation and fringe benefits shall be suspended during any periods of layoff. The Board agrees to pay their portion of insurance benefit premiums (see Article 12, Section 5) for the remainder of the month plus one additional month following the date of layoff for employees with one (1) full year of seniority. The employee shall continue to be responsible for his/her portion of the monthly premiums during this time.
- B. Layoff Procedure. Except as otherwise provided in this agreement, employees shall be laid off within a classification in the following order:
  - 1. Temporary employees in the affected classification shall be terminated first.
  - 2. Probationary employees within the affected classification shall be laid off next.
  - 3. The least senior hourly employee in the classification shall be laid off next, provided that the affected employee(s) to be transferred in the classification are qualified to meet the job requirements of the Board.
  - 4. If an employee selected for lay-off has sufficient seniority in another classification, he/she may, if qualified, displace the least senior employee with the same or less hours in that classification if notice is given to the Board prior to the effective date of layoff.
- C. Notice of Layoff: The Board shall attempt to give twenty-five (25) calendar days written notice of layoff to the employee(s) affected. Whenever possible the Board

shall give not less than sixty (60) calendar days' written notice to the affected employee(s).

- D. Recall Procedure: The most senior employee in the classification shall be recalled first, provided that the Board determines that the employee is qualified to perform the duties of the position to be filled. If the employee fails to accept the assignment within fifteen (15) days from the date of notification by certified mail, return receipt requested, unless an extension is granted in writing by the Board, the employee shall be considered a voluntary quit and shall thereby automatically terminate his/her employment relationship with the Board. The employee may decline the recall and maintain unemployment status if the job would constitute under-employment as determined by M.E.S.C. or U.A. The employee is on recall for a period equal to his/her seniority, or thirty (30) months, whichever is less.
- E. Change of Address: It shall be the responsibility of each employee to notify the Board's business office of any change of address. The employee's address as it appears on the Board's record shall be conclusive.
- F. Association Notice: The Board shall notify the Association of each layoff and recall by providing the Association with a copy of the affected employee's layoff or recall notice. The decision of the Board shall be binding unless the Association shall object within five (5) work days and shall confirm the objection in writing within five (5) work days. If the Board does not accept the Association claim, the decision of the Board shall remain in effect pending a determination under the grievance and arbitration. Except as an arbitrator shall determine that the Board acted in bad faith, the remedy shall be limited to implementing the proper layoff or recall.

## ARTICLE 9

### VACANCIES, PROMOTION AND TRANSFERS

- A. A vacancy in the bargaining unit, subject to posting, is a newly created position or a position which the Board intends to fill caused by the transfer, assignment, resignation, retirement, dismissal or death of an employee, or by an unpaid leave of absence (including workers' compensation leaves) of more than one (1) year or by consecutive unpaid leaves of absence of more than one (1) year. Temporary positions need not be posted during the time of the temporary assignment. At the end of the temporary assignment time period (see Article 2, D.) or when the position becomes a bargaining unit position, whichever is sooner, the position shall be posted.
- B. All MESPA vacancies shall be posted on the NC RESA web-based jobs board complete with the date of the posting and the date that the posting expires. Internal candidates shall have a five (5) work day period in which to apply (in writing) to the Superintendent or designee and shall be considered before outside applicants. Postings shall include job name/title, type of job (classification, part-time/full-time, the number of hours per day), location of work, minimum qualifications for the position as outlined in the job description, starting date, and a person to contact for additional information on the posted position. However, in the case of paraprofessionals and aides, before posting, the Agency may transfer a qualified employee into a vacancy where the employee is having difficulty with the other

participants in the classroom setting. Prior to such transfer, the employee and Association shall be given notice of such difficulty and the need for transfer will be discussed with the Association. The Association president and all bargaining unit employees on the Agency's current personnel e-mail distribution list will be e-mailed a notice when a new posting is to be added to the job board no later than the first day of the posting.

- C. The Board shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of the same to the Union president by U.S. Mail and/or e-mail, and if requested by an employee, to that employee who has filed the request.
- D. Vacancies shall be filled with the most senior applicant who meets the job qualifications, from within the affected classification. The Board will grant each transferred or assigned employee a sixty (60) work-day trial period in the new job. A thirty (30) work-day extension may be added at the discretion of the Superintendent. Within five (5) days of the end of the sixty (60) day trial period, the Board may elect to transfer the employee or the employee may voluntarily decide to transfer back to the original pre-trial position. Employees involuntarily transferred will be told the reason for the transfer.
- E. Employees involuntarily transferred to a new classification shall be placed on the step in the new classification which is closest to their current hourly rate, but not at a lower rate of pay unless their current rate is above the top rate in that category.
- F. School-year employees are not required to work during the summer months as a condition of continued employment, except as otherwise provided in Article 2-A of this agreement. When temporary summer positions occur, which are expected to last at least ten (10) work days or more, they will be posted internally and offered to the most qualified applicant. If more than one (1) applicant is equally qualified, the job will be given to the most senior applicant. These employees may use and accumulate prorated sick days during this period.
- G. The Association president shall be given notice within ten (10) work days of any new hires into the bargaining unit.

## ARTICLE 10

### WAGE SCHEDULES

The following are the wage scales for the 2017-18 school year. Employees will move up a step on July 1, 2016 (full-year employees) or at the beginning of the school year (school-year employees). A .5% increase on steps will be effective on January 1, 2017 for year-round employees and at second semester for school-year employees.

## 2017-18 SUPPORT STAFF WAGE SCHEDULE

STEP	Secretary	Aide/ Custodian	Parapro	Maintenance	Housekeeper
1	12.80	12.33	16.20	16.69	10.60
A	13.65	13.20	17.05	17.54	11.18
2	14.47	14.04	17.91	18.37	11.69
3	15.43	15.00	18.75	19.25	12.21
4	16.37	15.99	19.14	19.65	12.46
5	17.34	16.96	19.54	20.05	12.66

\*A = upon successful completion of probation. New probationary employees hired at Step A and above will remain at that step until their first work day of the following school year, provided they serve the entire 60 work day probationary period. If an employee is hired at the end of the school year and does not complete their 60 work day probationary period by the end of that school year, the 60 work days will continue counting into the next school year and an increase to the next step will then occur on their 61<sup>st</sup> work day.

### LONGEVITY

After 5 years					
Step 5 + 2.5% of Step 1	.32	.31	.41	.42	.27
	17.66	17.27	19.95	20.47	12.93
After 7 years					
Step 5 + 5% of Step 1	.64	.62	.81	.83	.53
	17.98	17.58	20.35	20.88	13.19
After 10 years					
Step 5 + 10% of Step 1	1.28	1.23	1.62	1.67	1.06
	18.62	18.19	21.16	21.72	13.72
After 15 years					
Step 5 + 13% of Step 1	1.66	1.60	2.11	2.17	1.38
	19.00	18.56	21.65	22.22	14.04
After 20 years					
Step 5 + 15% of Step 1	1.92	1.85	2.43	2.50	1.59
	19.26	18.81	21.97	22.55	14.25
After 25 years*					
Step 5 + 17% of Step 1	2.18	2.10	2.75	2.84	1.80
	19.52	19.06	22.29	22.89	14.46

Lead Custodian – additional \$1.00/hour added to the employee’s regular scheduled hourly rate of pay for all time the employee is assigned the “lead custodian” duties.

Paraprofessional Substitutes – If a Career-Technical Education Annually Authorized paraprofessional is asked to substitute instruct in the absence of the teacher, they will be paid the additional IRS minimum wage amount per hour in addition to their regular hourly rate for the student contact hours only, not to exceed 5 hours per day.

Any wage increase will be effective on an employee's first work day of the new contract year, with the exception of new employees hired in at Step 1 who may advance to Step A upon successfully completing his/her probationary period or employees who are continuing their probationary period into the next school year.

\*Employees hired July 1, 2011 or after will not be eligible to advance beyond the 20 year longevity schedule.

## ARTICLE 11

### OVERTIME

Overtime compensation shall be paid as follows:

1. All overtime must have prior approval of the program director or supervisor.
2. All hours up to forty (40) per week shall be paid at regular time.
3. All hours worked in a week over forty (40) shall be paid at time and one-half of the employee's regular rate.
4. Flex-time as negotiated with the Association shall not be applicable to this section.
5. Employees required to attend conferences/seminars will be compensated at their regular hourly rate for the hours of required attendance and travel time up to a pre-approved amount determined by the employee's supervisor.

## ARTICLE 12

### FRINGE BENEFITS

A. Vacation – Full-year employee:

1. One day per month, added on the first of the month for the previous month worked. Accumulation shall be in days based on the number of hours of the employee's normal work day for the previous month. Vacation time may be accumulated to a maximum of twenty (20) prorated days. No hours may be credited beyond the maximum and if not used, shall be considered lost. Employees who have accumulated maximum vacation hours as stated above shall notify their supervisor at least one (1) week prior to losing any additional vacation time of their intent to take vacation time of at least one (1) day. The Agency must allow the employee to take such additional vacation within thirty (30) days of the date in which such vacation would have been lost and if such vacation is not approved by the employee's supervisor during that period, then the employee shall be paid for such vacation time at his/her regular rate.
2. After the completion of five (5) years in the employee's current classification, an additional  $\frac{1}{4}$  day per month will be granted for a total of 15 days per year. After the completion of ten (10) years in the employee's current classification, an additional  $\frac{1}{4}$  day per month will be granted for a total of 18 days per year. After

completion of fifteen (15) years in the employee's current classification, another ¼ day per month will be granted for a total of twenty-one (21) days per year.

3. The scheduling of vacation time must be done with the approval of the administration/supervisor. Requests for vacation time must be submitted via the electronic time off request system. Vacation time may be taken in one quarter (¼) hour increments.
4. The administration/supervisor shall process an electronic response to all vacation requests within three (3) work days, unless an emergency requires immediate approval.

#### B. Holidays

1. Employees shall receive the following paid holidays. Employees shall be paid at their hourly rate:

Labor Day

Thanksgiving and the day after

Christmas Eve and Christmas Day

New Year's Eve and New Year's Day

Good Friday

Memorial Day

July 4 (if working in the summer)

2. Unless otherwise notified in writing by October 31, in years in which the New Year's and Christmas related holidays fall on a weekend, the holiday will be immediately before if Christmas or New Year's Day fall on Saturday and immediately after if Christmas or New Year's Day falls on Sunday.

#### C. Insurance

Employees receiving the full paid insurance coverage prior to June 30, 1987, and working thirty-five (35) hours a week or less, will continue to receive the same insurance benefits as full-year/full-time employees under the same terms as full-year/full-time employees.

1. Full-year, full-time (working more than 35 hours per week) eligible employees may choose one of the following options:

Option A

The Board shall provide the following insurance coverages for the employee, his/her entire family, and any eligible dependents as defined by the IRS and ACA for a twelve (12) month period.

- Health Insurance: BCBS Flexible Blue 2, Rx5 (\$1,300/\$2,600 in-network deductible, \$5/\$30 Rx plan) or BCBS Versatile Plan 1, Rx1 (\$250/\$500 in-network deductible, \$10/\$40 Rx plan)
- Dental Insurance: BSBS Traditional Plus Dental 1
- Vision Insurance: SET/SEG UltraVision
- Long-Term Disability Insurance: 66 2/3% of monthly salary
- Life Insurance: term life plus AD&D, 1.5 X annual wages

#### Option B

Full year employees not electing health insurance shall receive \$4,000 per year (paid bi-weekly) in lieu of health coverage in accordance with the Agency's Cafeteria 125 Plan and the following coverages for a twelve (12) month period to be paid for from the \$4,000 amount:

- Dental Insurance: BCBS Traditional Plus Dental 1
- Vision Insurance: SET/SEG UltraVision
- Long-Term Disability Insurance: 66 2/3% of monthly salary
- Life Insurance: term life plus AD&D, 1.5 X annual wages

Each employee who chooses Option B will certify that he/she has access to medical coverage through another provider/source, such as a spouse's employer, and will provide proof of such coverage upon request of the employer.

2. School-year employees (working more than thirty-five (35) hours per week) eligible to receive health insurance benefits may choose one of the following options:

#### Option A

- Health Insurance: BCBS Flexible Blue 2, Rx5 (\$1,300/\$2,600 in-network deductible, \$5/\$30 Rx plan) or BCBS Versatile Plan 1, Rx1 (\$250/\$500 in-network deductible, \$10/\$40 Rx plan)
- Dental Insurance: BCBS Traditional Plus Dental 1
- Vision Insurance: SET/SEG UltraVision
- Life Insurance: \$5,000 term life insurance with AD&D

#### Option B

School year employees not electing health insurance shall receive \$3,200 per year (paid bi-weekly) in lieu of health coverage in accordance with the Agency's Cafeteria 125 Plan and the following coverages for a twelve (12) month period to be paid for from the \$3,200 amount:

- Dental Insurance: BSBS Traditional Plus Dental 1
- Vision Insurance: SET/SEG UltraVision
- Life Insurance: \$10,000 term life insurance with AD&D

In order to receive cash in lieu of health insurance, the employee must provide proof that he/she has health insurance through another source (needed for ACA purposes).

All eligible school year personnel who work an entire school year shall be entitled to insurance coverage for the full twelve (12) month period commencing on September 1 and continuing through August 31 after the end of the school year worked even though the employee may not be returning the next school year, unless the employee is retiring in which case he/she may elect to terminate his/her insurance coverage prior to August 31 to coincide with the beginning date of health insurance received through the MPSERS, thus saving the employee their share of the MESSA premium for those months.

3. Employees who work at least twenty (20) hours per week and are otherwise ineligible for any of the full paid insurance coverage described above shall receive each month \$100.00/single insured and \$150.00/multiple insured toward health insurance or receive \$75.00/single; \$100.00/multiple per month in accordance with the Agency's Cafeteria 125 Plan.

Employees working at least twenty-five (25) and up to thirty-five (35) hours per week shall receive each month \$150.00/single insured and \$200/multiple insured towards health insurance or receive \$100/single; \$125.00/multiple per month in accordance with the Agency's Cafeteria 125 Plan. Employee's share of insurance premiums shall be payroll deducted each month in advance.

In order to receive cash in lieu of health insurance, the employee must sign a waiver indicating he/she has health insurance through another source (for ACA purposes).

If an employee averages at least thirty (30) hours per week during the preceding measurement period, the employee will be offered health insurance according to Affordable Care Act guidelines. The Board's share for such insurance will be limited to the amount listed in #5 below. If an employee elects coverage under the ACA, cash-in-lieu benefits would expire on the date health insurance becomes effective.

4. The Board will provide, if available, an opportunity for employees currently not eligible for health insurance to participate in health insurance programs available to support staff in the school district. The premiums for all programs will be paid solely by the employee through payroll deduction.
5. The Board shall make timely payment of insurance plan costs for all persons to assure continuance of coverage. The insurance benefit year shall be defined as a full twelve (12)-month period September 1 through August 31. The Board shall make payment to the insurance companies the full costs of the insurance plan costs for all eligible employees and eligible dependents.

The Board's liability for annual health costs shall be limited to the amounts listed below:

Single: \$528.73

Two-person: \$1105.74

Full family: \$1442.00

One-twelfth (1/12) of the Board's share, for each employee based on single, two-person or family status, will be paid on each monthly invoice during the plan year. The remaining balance of the monthly health costs above the caps will be the responsibility of the employee and will be withheld from their paychecks.

The Board's liability for dental, vision, life and LTD insurance premiums shall be limited to 90% of the monthly premium. The eligible employee's share of the insurance premium for dental, vision, life and LTD insurance coverage of 10% shall be withheld from their paychecks. Each employee shall pay 10% of the premium rate that applies to the employee, i.e., single, two-person or family.

6. The Agency maintains a Section 125 plan which eligible employees may utilize as allowed by law to pay insurance premium costs, insurance deductibles, other medically related expenses, and childcare expenses.
7. An eligible employee who leaves the employment of the Agency for any reason, including death, prior to the end of a benefit year shall receive a pro-rata insurance benefit (based on the portion of the employee's work year worked) through the end of the month that the pro-rata benefit runs out, unless the employee is eligible for extended benefits under the language in Article 12, Section C, 2e.
8. For each insurance program above, the effective date for each new employee shall be his/her first workday.
9. Both Option A's are for employees needing health insurance. In the event that a husband and wife are both employed by NC RESA and both are eligible for health coverage, one must elect Option A; the other Option B.
10. All employees shall be able to use payroll deduction to participate in group and option programs.
11. The open enrollment period shall be established annually between NC RESA and the insurance companies. The employer shall be responsible for notifying employees of the open enrollment dates. The employee is responsible for assuring completion of all forms and documents required by the insurance company for his/her participation in the above-described insurance programs. The Board, by payment of its portion of the insurance plan costs as indicated above, shall be relieved from any and all liability with respect to insurance benefits or programs. Such matters shall be excluded from the scope of the grievance procedures, except the Board's failure to remit contracted plan cost amounts required of it.

## ARTICLE 13

### HOURS, SCHEDULES AND CALENDAR

- A. Number of Hours: The Board shall retain the right to determine the work hours of each employee subject to the following limitations.
1. Employees whose hours are changed (reduced or increased) shall receive twenty-five (25) calendar days' notice. When the administration determines it is necessary to change hours by more than fifteen (15) minutes, it shall give written notice of the contemplated change to the Association president prior to the implementation of the change. This timeline and notice requirements can be waived when the employee and the supervisor mutually agree to temporarily modify the employee's work schedule.
  2. Upon request of the Association, the administration will meet with the designated Association representative to discuss the effects of the change and consider any alternatives proposed by the Association.
  3. No change in hours shall be made unless it is necessary to meet customer service requirements and/or to accomplish the economical and/or efficient operation of the Agency. The factors considered in changing hours shall include but not be limited to funding, changes in program and/or enrollment, availability and qualifications of personnel due to changes in program and/or enrollment. No change shall be made solely for punitive reasons.
  4. If the Board reduces the hours of a position more than 10%, the affected employee, if qualified, has the right to displace the least senior employee in the classification with up to the same number of days and hours in order to maintain his/her original hours on the greatest portion thereof.
  5. Notwithstanding the above procedures, the Board will resort to layoff procedure before reducing hours where layoffs are economically and programmatically feasible.
- B. Schedules: The Board shall retain the right to set work schedules. The notification period, process, and limitations described in Article 13-A, 1, 2, and 3, shall apply to schedule changes.
- C. 1. School Closure: School-year employees – When Fremont, Grant, Hesperia, Newaygo, and White Cloud districts are all closed, then the Career-Tech Center and Activity Center shall be closed and employees paid at their regular hourly rate for the first two (2) district-wide Act of God days (not counted on an individual basis). If more than two (2) days of school are cancelled, employees will not receive pay, unless authorized to work by the building administrator. If days need be made up at the end of the school year, employees will not receive additional pay for days one and two, but will receive their regular hourly pay for days three (3) and above (as long as the employee has not already received pay in the form of a sick day or personal day already taken or time worked on snow day #3 and above). The make-up days shall be determined by the Board.

Full-Year Employees: Full-year employees shall report to their assigned position unless the Superintendent declares an emergency or closes all facilities. In the event that an employee cannot make it in, he/she may report to work one half (1/2) hour late or longer upon the approval of their immediate supervisor and/or designee or they will be allowed to use personal or vacation time instead of being docked for that day's pay, providing they have the time available to them. An employee who does not report or does not request a vacation/personal day, shall not receive pay for that day. If an emergency is declared or if the Superintendent closes all buildings, full-year employees shall be paid their regular day's pay. Full-year employees who are asked to report to work on a day when all buildings are closed shall be paid at double their regular rate, for hours worked on that day, unless all full-year employees are asked to report on that day, in which case each full year employee will receive their regular pay.

In the event an employee has scheduled a sick day or personal day, at least 48 hours in advance, and the day is called a non-report "Act of God" day (i.e., snow day), the sick day shall not be deducted from the employee's sick day accumulation or the personal day shall be restored to the employee for the first two district-wide snow days. If the employee has a scheduled sick day or personal day, at least 48 hours in advance, on snow day #3 and beyond, the sick day may not be deducted or the personal day may be restored at the discretion of the employee. If the employee has a scheduled sick day or personal day less than 48 hours in advance, the sick day or personal day will be deducted from the employee's accumulated time.

2. Shortened Day: All employees shall report at their regularly assigned places and times unless informed otherwise by the administration. Employees whose arrival is reasonably delayed as a result of the conditions for which the late start is declared, shall not have their pay docked. When early dismissal for students is announced, employees will be informed if their dismissal time is different than normal. When employees are instructed to report late or leave early, they will be paid for all the hours they regularly would work on that day.
  3. Calendar: All Career-Tech Center Paraprofessionals will follow the calendar developed for the Career-Tech Center. All remaining staff will follow a calendar developed by their supervisor and Human Resources. Modifications made to the Career-Tech Center Calendar for program reasons will be adhered to by the Career-Tech Center staff. The calendar for all remaining staff will be modified as needed to meet program requirements.
- D. All bargaining unit employees shall be paid, according to applicable wage and hour law, their regular hourly rate of pay for all hours worked, including hours that they are required or approved to participate in student based activities (such as but not limited to: field trips, orientations, open houses, college and career nights, and advisory committees). Twenty-six (26) paydates will be scheduled each year. All wages will be paid via direct deposit. In order to accommodate the bi-weekly pay schedule, there will be years in which 27 pays will be necessary. The superintendent's office will inform the association when this anomaly occurs.

## E. Lead Custodian

In addition to the duties outlined in the custodial job description, an individual selected to serve as Lead Custodian qualifies for an hourly stipend as shown in Article 10 for all hours served as Lead Custodian in addition to any base wage or overtime pay.

1. The Lead Custodian duties shall be voluntary, except for the training rotation addressed below. In the event that there are no volunteers, physical plant management may assign duties to an employee for up to thirty (30) work days before rotating the work to the other employees in the unit.
2. Lead custodian duties shall be assigned by physical plant management based on the employee's qualifications for the position and experience. When these factors are equal, the position shall be offered to the most senior employee.
3. The additional responsibilities assumed as a Lead Custodian are defined in the Lead Custodian job description.
4. The Lead Custodian shall not participate in the evaluation or discipline of other employees. The employee's performance of the Lead Custodian duties will be evaluated separately from the employee's custodial duties and unsatisfactory performance of Lead Custodian duties does not translate into unsatisfactory performance of custodial duties.
5. The administrator responsible for physical plant management may rotate the assignment of Lead Custodian duties to each custodial employee so that each employee may serve up to a total of three (3) weeks in the position in order to familiarize each employee with lead custodial duties.

## ARTICLE 14

### LEAVES OF ABSENCE

#### A. Bereavement Leave

With the Superintendent's or the Superintendent's designee's approval, each employee shall be granted up to six (6) days emergency leave in the event of the death of a spouse, child, parent, brother, sister, grandparent, spouse's parent, spouse's grandparent, grandchild, stepchild, stepparents, stepbrother, stepsister, brother-in-law or sister-in-law. The relation of the deceased must be included in the leave request for verification purposes. A maximum of six (6) days may be used under this article per year. Upon approval of the Superintendent, additional days may be charged against personal or sick leave. The employee shall file an electronic request for bereavement leave no later than the day the employee returns to work.

#### B. Sick Leave

Leave for illness or disability shall be granted to each employee upon the following basis:

1. Full-year employees will earn twelve (12) days per year. They shall be awarded one (1) day per month. Each sick day will be awarded in hours based on the employee's regular daily schedule.
2. School-year employees will earn ten (10) days per year. They will be awarded one (1) day per month (September – June). Each sick day will be awarded in hours based on the employee's regular daily schedule. Employees who work in the summer program will be awarded one (1) additional day equal in hours to those normally worked in the summer for every twenty (20) days actually worked (excluding sick days, holidays and personal days).
3. Sick leave may be accumulated of a maximum of 110 days.
4. Any MESPA bargaining unit employee who anticipates that he/she will exhaust all sick leave and who must be absent for serious personal or family illness as defined in the Family & Medical Leave Act (illness of employee, spouse, child or parent) may make application to the Superintendent to request a donation of hours from other MESPA bargaining unit employees.
  - A. Upon request of an employee that this process be implemented, the Superintendent may, within the Superintendent's discretion, send a written notification to all bargaining unit employees advising them per the form found in Appendix A.
  - B. Employees will have five (5) business days to return the Voluntary Transfer Form to the Superintendent's office. Volunteers will only be allowed to donate sick hours, not personal hours or vacation hours.
  - C. Upon receipt of the Voluntary Transfer Form, hours will be distributed from the volunteers sick leave accounts (beginning in the order received) as needed to supplement the requesting employee's pay for as long as voluntary transfer hours are available. Hours will be taken from volunteers' accounts on a rotation basis.
  - D. The requesting employee will be paid based upon his/her current step, not to exceed the 4<sup>th</sup> year step, and his/her regularly scheduled daily hours.
6. Sick leave may be used for the illness of the employee or for the care of an ill spouse, dependent child, parent or step-parent. The relation of the family member must be included in the leave request for verification purposes.
7. The employee must verbally notify their supervisor at least one (1) hour prior to their usual starting time except in case of emergency, and shall file an electronic request no later than the day the employee returns to work.
8. After four (4) consecutive full day absences during a fiscal calendar year, the Board may request a doctor's verification. If there is reasonable suspicion that sick leave is habitually being abused, the Board, at its own expense, may request a doctor's verification, even if the absences are not consecutive.

9. Sick leave may be used in one quarter (¼) hour blocks. Medical appointments may be charged to sick leave or personal leave.
10. The employee may use all or any portion of sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery, and shall return to service as soon as medically certified physically able by her physician, unless additional time under the Family Medical Leave Act has been requested. Such disability shall be treated as any other disability.

C. Personal Leave

School-year employees will be granted two (2) days personal leave and full-year employees will be granted three (3) days personal leave per year to be used for emergencies and for matters that cannot be accomplished during non-working hours, such as medical appointments, legal appointments, etc. Each personal day will be awarded in hours based on the employee's regular daily schedule. Employees who work in the summer program for at least forty (40) days will be given one (1) additional day, for use in the following school year, equal in hours to the length of the day normally worked in the summer.

1. Awarding of the annual allotment of personal leave hours shall occur on July 1<sup>st</sup> of each year and is not cumulative from year to year.
2. Personal leave may be used in one quarter (¼) hour increments.
3. New hires will earn personal leave based on the following schedule:

Full year employees-

If hired on or after 7/1 and on or before 10/31	3 days
If hired on or after 11/1 and on or before 1/31	2 days
If hired on or after 2/1 and on or before 4/30	1 day
If hired on or after 5/1 and on or before 6/30	0 days

School year employees-

If hired on or after 7/1 and on or before 10/31	2 days
If hired on or after 11/1 and on or before 3/31	1 day
If hired on or after 4/1 and on or before 6/30	0 days

“Hired” is interpreted to mean the first day of actual work.

4. Use to extend a vacation, holiday, or deer day must be listed on the electronic request and be approved by the Superintendent. Personal leave may not be taken on professional development days, during the first two weeks of school, or during the last two weeks of school unless approved by the Superintendent. Emergencies and extenuating circumstances beyond an individual's control to extend a vacation, holiday or deer day must be listed on the application and may be approved by the Superintendent. Reasons for all other leaves need not be listed on the application.
5. The employee shall file an electronic request for personal leave at least forty-eight (48) hours before taking such leave (except in case of emergency).

6. Any unused portion of the personal leave shall be added to the employee's sick leave bank at the end of the year.

#### D. Other Leaves

1. Extended Sick Leave/Disability Leave

After exhausting available sick leave, personal leave, or leave covered under the Family Medical Leave Act of 1992, an employee may request an unpaid leave in order to retain their employee status. Upon submission of a "Status/Change Form Request" and a doctor's verification of an inability to continue to work due to a non-work related injury, illness, pregnancy or other disability, the Board may grant a leave without pay not to exceed one year. In consultation with the Association leadership, the Administration may recommend to the Board extensions beyond one year. Such extensions are not subject to the grievance or arbitration procedure.

2. Unpaid Leaves

An unpaid leave of absence may be granted upon approval of the Superintendent. The Superintendent's decision can only be appealed to the Board level. This section shall not restrict granting unpaid leaves required by law, i.e., Family Medical Leave Act of 1992. An employee will not earn sick days, vacation days or personal days while on an unpaid leave of absence, nor will they receive holiday pay.

3. Paid Leave – Special

A leave of absence with pay chargeable to sick leave may be granted in other special circumstances if approved by the Superintendent (e.g. extended bereavement, care of non-household relatives).

An employee returning from a leave of absence (Section D) of twelve (12) months or less shall be returned to the position he/she left, if available. If the position has been eliminated or the unpaid leave exceeds twelve (12) months, the employee shall be placed in a vacant position for which he/she is qualified or be assigned to the position for which he/she is qualified held by the least senior bargaining unit employee. Such position must have a wage rate at least equal to the position he/she held immediately prior to his/her leave of absence. When a leave exceeds sixty (60) days and when possible, the employee shall notify the Superintendent of his/her intended return date at least thirty (30) days in advance, but in no case shall the return notice be less than five (5) days.

4. Military Leave

Employees required to perform active duty, training or to perform emergency duty in the armed forces of the United States or National Guard, shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's commanding officer. The seniority and re-employment

rights of any employee who performs such active duty or who is inducted into the armed forces of the United States shall be in accordance with federal and state laws governing such re-employment rights in effect at the time the individual seeks re-employment with the NC RESA. NC RESA recognizes and supports the rights of employees and their family members as outlined in FMLA military provisions.

5. Leave Forms

The employee shall submit an electronic status change form in a timely manner to allow approval as outlined in this Article. Exceptions will be granted in emergency situations.

ARTICLE 15

MISCELLANEOUS

A. Evaluation – The purpose of an employee evaluation is to improve employee performance.

1. Formal Evaluation: Each employee will be evaluated based upon a job description designed to fit each classification with the addition of individual features. This job description will be developed by the Board with the right and opportunity of input from the affected employee for at least one (1) week prior to implementation. A job description shall be made available to each employee upon hire or every time a change is completed, and at the employee's request.

All bargaining unit employees will be evaluated not less than once every two (2) years. Probationary employees will be evaluated at least once during their first sixty (60) days of employment. (Refer to Article 7A regarding probationary period.)

In case of extended probation, the employee shall be evaluated at least once during said time.

B. Contract Language

No part of this contract should be considered to vest any permanent right or property of any employee. All or any of the provisions of this contract are negotiable in that they may be retained in whole or in part, added to, or eliminated entirely from contract period to contract period.

C. Removal of Work

The parties understand that as a result of changes in program, enrollment or educational philosophy, economics and/or the desires of constituent districts, change in the location of the operation and/or the transfer of work performed by bargaining unit employees to constituent districts may be necessary. Provided, however, that the district shall meet and negotiate the effects of such change with representatives of the bargaining unit at least fifteen (15) days prior to such change.

## ARTICLE 16

### WORKERS' COMPENSATION

The Board shall pay the difference between workers' compensation payments and the employee's prorated hourly wages not to exceed available leave time in all compensable cases where the employee is not able to continue work. These prorated days shall be charged against sick leave or vacation leave.

An unpaid leave of absence of up to twelve (12) consecutive months will be granted to employees who are unable to work due to a work-related injury for which the employee receives workers' compensation benefits. After the completion of twelve (12) months' leave, the Board may grant a twelve (12) month extension of the leave if the employee provides evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work by the end of the leave. If an employee does not report to work by the end of the leave, their employment status with the Board is considered severed.

Refer to Article 14 for return to work guidelines.

## ARTICLE 17

### MANAGEMENT RIGHTS

It is understood and agreed that the Board retains and shall have the sole and exclusive right to manage and operate the Newaygo County Regional Educational Service Agency in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not expressly limited by this agreement. Among the retained rights of management included by way of illustration and not by way of limitation are as follows:

1. To manage and control the school's business, the equipment, the operations and to direct the working force and affairs of the Board.
2. To continue its rights of assignment (within classification), direction of the work of all its personnel, determining the number of shifts, hours of work, starting times and scheduling of all the preceding items; and its rights to establish, modify or change any work, business hours or days, but not in conflict with the specific provisions of this agreement.
3. To direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay-off employees.
4. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein.
5. To adopt reasonable rules and regulations.

6. To determine the qualifications of employees, including physical conditions as they pertain to the job.
7. To determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
8. To determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this agreement.
11. To determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

All such retained rights shall be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action and the Board's judgment in these areas shall not be subject to challenge; provided, however, these rights shall not be exercised in violation of any specific provision of this agreement.

## ARTICLE 18

### ADVANCED TRAINING

- A. With approval in advance from the Superintendent or the Superintendent's administrative designee, bargaining unit employees shall be reimbursed as outlined herein for approved training, tuition, and fees related to their classification. An employee must also seek approval in advance from the Superintendent for all courses or training outside the employee's work assignment. A bargaining unit employee shall, after proof of successful completion, be reimbursed 50% of the cost of tuition or fees for approved training related to their classification. Upon completion of an approved certification program, paraprofessionals and other employees in appropriate assignments will be reimbursed an additional 25% of the tuition or fees. Tuition reimbursement will be processed through Accounts Payable via direct deposit.

If an employee terminates employment, other than for retirement under MPSERS, she/he must repay tuition reimbursement received during the prior twelve (12) months.

- B. Once employed, if an employee completes fifteen (15) contact hours of approved coursework and/or Agency-provided inservice, 1.5% of the employee's regular hourly wage rate will be added to the employee's regular hourly wage rate. If an employee completes thirty (30) contact hours of approved coursework and/or

district-provided inservice, an additional 1.5% will be added for a total of 3%. If an employee completes forty-five (45) contact hours of approved coursework and/or district-provided inservice, a third 1.5% will be added for a total of 4.5%.

Wage adjustments for this section will be made at the start of a semester based on the total hours completed as of the first Friday of the month in which the semester begins. It is the responsibility of the employee to submit the form and documentation of completed hours to the Superintendent's office by the Friday before the school year or semester starts.

- C. A bargaining unit employee can, through training, gain qualification status in other assignments. The qualification designation for additional assignments is limited to a period of five (5) years if the employee is not working in that designated area. To be re-qualified an employee must demonstrate competency to the appropriate Director by a certified test in the designated area (either a nationally normed test or some other evaluation method agreed upon between the parties).

## ARTICLE 19

### RETIREMENT – BONUS

According to the following schedule, a severance will be paid through direct deposit to employees who at the time of their termination are eligible for regular, early, reduced or disability retirement benefits under provisions of MPSERS. This provision may be negated by any individual termination agreement negotiated between the Board and an employee. Employees hired after 7/1/10 are not eligible for the 6-10 or 11-15 year benefit.

\$200 Per Year for Years 6-10  
\$225 Per Year for Years 11-15  
\$250 Per Year for Years 16-20  
\$275 Per Year for Years 21-25  
\$300 Per Year for Years 26-30  
\$325 Per Year for Years 31-35  
36 years and beyond will receive a flat \$8,000

The definition of one year for school-year employees is working one entire school year. The definition of one year for full-year employees is working July 1 through June 30. Partial years will not be included in the final calculation.

Total severance shall not exceed \$6,250 per individual, except for those retiring with 36 or more years of service.

Eligible employees shall have the option of receiving their retirement bonus in cash or by deposit into an annuity in the employee's name. Both options to be processed through payroll, applicable taxes will apply. Employees receiving this benefit shall be required to sign a release of claims in a form acceptable to the Board.

## ARTICLE 20

### REASONABLE ACCOMMODATION NEGOTIATIONS

The parties recognize the duty of the employer to make reasonable accommodations, including the obligation to consider the restructuring of jobs, for qualifying individuals with disabilities under Federal and/or State law. In the event that the parties mutually determine that a potential accommodation is necessary in order for it to fulfill obligations under State and/or Federal law, and that accommodation would conflict with the provisions of this Agreement, the parties agree to reopen the affected section or sections and enter into negotiations on successor language or letters of understanding to allow the employer to implement necessary accommodations.

## ARTICLE 21

### AGREEMENT TERMS

- A. Severability. If any section of the agreement or any addendum thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be ruled invalid by such tribunal, the remainder of the Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such section.
- B. Copies of Agreement. The Board will provide one (1) copy of this agreement to each employee of the collective bargaining unit after it has been executed by all parties.
- C. Expiration of Economic Provisions. Article 10 (Salary Schedule) and Article 12 (Insurance) shall expire on June 30, 2018 and will be re-negotiated subject to ratification of the appropriate bodies. Either party desirous of opening negotiations regarding Article 10 (Salary Schedule) and/or Article 12 (Insurance) of the master contract for the next succeeding year may give notice thereof no later than March 1 of each contract year. After June 30 of each year, there shall be no changes in Article 10 or Article 12 unless the parties otherwise mutually agree.

## ARTICLE 22

### DURATION

This agreement shall be effective July 1, 2017 and shall continue in effect until midnight, June 30, 2020. This agreement may be extended by written agreement of the parties.

NEWAYGO INTERMEDIATE SCHOOL  
INTERMEDIATE DISTRICT  
SERVICE STAFF ASSOCIATION

NEWAYGO COUNTY REGIONAL  
EDUCATIONAL SERVICE AGENCY  
BOARD OF EDUCATION

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President, M.E.S.P.A.

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Superintendent

Appendix A

Newaygo County Regional Educational Service Agency  
4747 West 48<sup>th</sup> Street  
Fremont, MI 49412

Voluntary Sick Day Donation Form

This is to inform all MESPA bargaining unit employees that (*Employee*) is requesting voluntary donations of paid sick leave for his/her use. (*Employee*) is normally scheduled to work (*number*) of hours/day.

(*Employee*)

\_\_\_\_\_ expects to exhaust his/her sick leave on or about (*date*) and does not expect to be able to return to work by that date OR  
\_\_\_\_\_ does not have any personal sick leave left.

This request is strictly voluntary and will be administered as agreed in Article 14, B of the Master Agreement.

If you wish to voluntarily donate any of your accumulated sick leave days (a day is the number of hours in your regularly scheduled day at the time of the donation) to this employee, please return the bottom of this form with your signature to the Superintendent's office by 4:00 p.m. on (*date*).

Sick days will only be transferred from your account to the requesting employee's account as the days are needed to provide pay for the requesting employee. Any sick leave days transferred to the requesting employee will be forfeited from your sick day account and will not be returned to your accumulation of sick days.



Sick Leave day Transfer Authorization

I hereby voluntarily ask that \_\_\_\_\_ day(s) (a day is the number of hours in your regularly scheduled day at the time of the donation) of my accumulated personal sick leave days be transferred and credited to (*Employee*) if the days are needed to provide pay during his/her continuing leave of absence for serious personal or family illness.

I understand that the sick days I have voluntarily offered for transfer will only be transferred if needed as outlined in Article 14, B of the Master Agreement and once the above days are credited to (*Employee*) and used by (*Employee*), I am forfeiting all access to the paid sick leave days for my own personal use.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

c: Employee  
Human Resource  
Payroll

Appendix B

Letter of Agreement  
Between the  
Newaygo County Regional Educational Service Agency  
and the  
Newaygo Intermediate Support Staff Association

The provisions of Section 2 C.1 notwithstanding, it is agreed as follows:

The following school-year employees who were receiving the full paid insurance coverage prior to June 30, 1987 and working less than thirty-five (35) hours per week will continue to be considered full-time employees for insurance purposes:

Mary Veenstra

For the Association

For the Agency

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent