

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF THE
WATERFORD SCHOOL DISTRICT
AND THE MESPA II
INSTRUCTIONAL AIDES
AND
LIBRARY TECHNICIANS
2016-2020**



Human Resources
501 N Cass Lake Road
Waterford, MI 48328
www.waterford.k12.mi.us

WATERFORD SCHOOL DISTRICT

BOARD OF EDUCATION

Robert Petrusha, Jr.....President
Heather Halls.....Vice President
Bob Piggott.....Secretary
John Paul Torres.....Treasurer
Mary Barghahn.....Trustee
John Himmelspach.....Trustee
Joan Sutherland.....Trustee

ADMINISTRATION

Dr. Keith Wunderlich.....Superintendent of Schools

Janet McLeod..... Director, Human Resources

NEGOTIATING TEAMS

MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION II

Lori Tunick, UniServ Director
Renee Tenaglia , President

BOARD OF EDUCATION

Janet McLeod, Chief Negotiator
William Holbrook
Darin Holley

MASTER AGREEMENT
BETWEEN THE
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
AND THE
WATERFORD SCHOOL DISTRICT BOARD OF EDUCATION

This agreement is entered into this by and between the Board of Education of the Waterford School District, Waterford, Michigan, hereinafter called the "Board" and the Michigan Educational Support Personnel Association, hereinafter called the "Association", which has a local affiliate, the Waterford Association of Paraprofessionals.

WITNESSETH

WHEREAS the Board and the Association, following extended and deliberate negotiations, have reached certain understandings with respect to hours, wages, terms and conditions of employment, for the Waterford Instructional Aides and Library Technicians it represents, it is hereby agreed as follows:

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE(S)
I	Recognition	1
II	Employee Rights & Responsibilities	1
III	Probation, Seniority, Layoff/Recall	2
IV	Board's Rights	4
V	Withholding Deductions/Membership	5
VI	Insurances	5
VII	Leaves	7
VIII	Vacations	9
IX	Holiday Allowance	10
X	Grievance Procedure	11
XI	Resignation and Retirement	14
XII	Negotiations Procedures	14
XIII	Waiver Clause	14
XIV	No Strike Clause	15
XV	Entire Agreement	15
XVI	Evaluation	15
XVII	Duration of Agreement	16
Appendix A	Wage Schedules	17

**ARTICLE I
RECOGNITION**

- A. The Board hereby recognizes the Michigan Educational Support Personnel Association as the exclusive bargaining representative, as determined by a Michigan Employment Relations Commission Consent Election, certified on May 11, 1981; for Waterford School District Instructional Aides and Library Technicians, for purposes of collective bargaining with respect to rates of pay, wages, and hours and conditions of employment.
- B. The term, "Instructional Aides & Library Technicians", when used hereinafter in this contract, shall refer to employees included in the bargaining unit for bargaining, as set forth in the paragraph below. The term, "Board", when used hereinafter, shall refer to the Board of Education, the Superintendent, all other Central Office Administrators, Principals, Assistant Principals and all other supervisory personnel.
- C. The bargaining unit includes all full time and regularly scheduled Instructional Aides in the Kingsley Montgomery Program and all Library Technicians.
- D. The Board agrees not to negotiate with any Instructional Aides or Library Technicians' organization other than the Association for the duration of this Contract. However, nothing contained herein shall be construed to prevent the Board from meeting with any employee, group of employees, or organizations other than the Association for the purpose of hearing and discussing their views; provided, however, that the Board will not engage in collective bargaining negotiations with any instructional aides or Library Technicians' group other than the Association.

**ARTICLE II
EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- A. An employee shall strive for excellence in his/her work, and take advantage of opportunities for continually improving his/her skills and relationships with the Board, co-workers, and the public.
- B. The Association and individual members thereof, agree to uphold and honor the policies, rules, regulations and practices of the Board and sections of this Agreement. Neither the Association, its representatives, nor any member, shall assume administrative or supervisory authority or direct employees to disregard the instructions or directions of the Board unless the Board is limited by this Agreement.
- C. Employees are responsible for maintaining a continuous high level of service for the welfare and benefit of the school district. They are responsible for discharging their work assignments with proficiency and making the conscientious effort to meet all the duties of their positions.
- D. No Association representative, or employee shall engage in Association activities or business during employee working hours, without Board approval.
- E. When the Board disciplines employees, it will not be arbitrary or unreasonable. When an employee is being suspended or discharged, the Board will notify the employee and Union in writing and state the reason(s) for suspension or discharge. No seniority bargaining unit member shall be disciplined without just cause.
- F. An employee shall have the right to review his/her personnel file, excluding any information received prior to employment.
- G. The Board agrees to furnish the Association, in response to reasonable requests, available public information that pertains to the Association business, if the Association pays for the cost of providing such information, in accordance with the Policy adopted by the Board of Education.
- H. Nothing in this Contract shall be construed to deny or restrict an employee's rights under the Michigan General School Laws, or applicable civil laws. The rights granted in this contract are deemed to be in addition to those provided elsewhere. This paragraph is not deemed grievable under the Grievance Procedure as contained in Article X.

- I. The Association shall, upon application to and approval by the Director of Human Resources, be granted up to five (5) unpaid days per fiscal year to attend Association related meetings (MESPA/NEA). Applications will be made at least two (2) work days before the meetings.
- J. The normal daily work schedule for regular full time instructional aides shall be six and one-half (6 1/2) hours per day and thirty-three (33) hours per week for regular full time Library Technicians, excluding any duty-free unpaid lunch period. This schedule is not guaranteed for the life of the contract.

Should an employee be required to work more than the normal day as stated above, then the employee would be granted time or additional pay equal to the normal straight time hourly rate for the additional hours required.
- K. The work year for employees shall include all student days and preparation days of the teaching staff; however, this is not a guaranteed work year. Bargaining unit members shall be entitled to at least one day of professional development per school year and attendance will be mandatory.
- L. Student instruction days not worked due to weather, or "Acts of God", that the District would have to make up to meet the State minimum requirements for pupil instruction, as required by MCLA 388.1701 (3) and (4) of the State School Aid Act, as amended by P.A. 239 of 1984, will not be paid if employees were not required to report to work. When school is closed to students due to unforeseen conditions, the building administrator has the option to request bargaining unit members to report to work with pay.
- M. The Board will post employee vacancies it desires to fill within fifteen (15) work days on the district website for five (5) working days if not filled by a person returning from layoff or leave, per the applicable language.. The posting will include hours and days of the job, the building or buildings assigned if known, and the starting time. The posting will be emailed to the President.
- N. An employee working as a substitute during the summer shall receive their regular rate of pay if used for more than eleven (11) days.
- O. Library Technicians will not be scheduled, as a daily duty or on a regular basis, to perform recess, lunch, or bus/pick-up line supervision.
- P. Any future fees for fingerprinting current employees will be the responsibility of the employee.
- Q. The purpose of the installation of cameras/monitors is to increase the safety and security in that building. The Association, upon request, is entitled to information detailing where cameras/monitors are located in each building. It is specifically understood that surveillance equipment (i.e. cameras) cannot be used for purposes of staff evaluation or monitoring. It is understood that situations may arise warranting review of video. If any incident of illegal activity of staff is observed on the video, the Association will be immediately notified and will be given the opportunity to review the tape(s) within three (3) days of receipt of the notice.

**ARTICLE III
PROBATION, SENIORITY, LAYOFF/RECALL**

A. PROBATION

- 1. Employees hired new to the District or rehired after having quit, who are members of the bargaining unit, as defined herein, shall serve a probationary period of sixty (60) actual working days in their job assignments.

There shall be no seniority among probationary employees. The sixty (60) working day probationary period shall be accumulated within not more than one year. The sixty (60) working day period may be extended for any absences of the employee during that period, by the number of said absences.

2. The Board retains exclusive right to discharge and take any disciplinary action involving a probationary employee and such action as is deemed appropriate by the Board shall not be subject to the Grievance Procedure.
3. The sixty (60) working day probationary period for employees may be extended for up to thirty (30) working days upon written recommendation of the immediate supervisor to the Director of Human Resources.
4. Credit for vacation allowance and sick leave shall be granted to the employee for whom this Agreement provides vacation allowance and/or sick leave and who has satisfactorily completed the probationary period, retroactive to the number of work days of probation.
5. The employee who terminates employment with the Waterford School District and is later rehired, shall be considered a new employee under this Agreement.

B. SENIORITY

1. Seniority shall be by pay classification basis, as established per this Agreement, in accordance with the employee's last date of hire.
2. An employee shall lose seniority status for the following reasons:
 - a. Quits or retires;
 - b. Is discharged, and the discharge is not reversed through the Grievance Procedure;
 - c. Is absent from work for two (2) consecutive working days without notifying the immediate supervisor (except if there is a serious verifiable medical condition which was cause for no notification) and/or without approval of the Board;
 - d. Overstays by two (2) working days a leave of absence, as herein provided, unless an extension is granted by the Board;
 - e. Layoff for twelve (12) consecutive calendar months;
 - f. Mandatory retirement;
 - g. If the employee falsified the employment application, leave of absence application and/or insurance application.
3. The Board shall give the MESPA Affiliate President, when requested, but no more than twice in a calendar year, two updated seniority lists. Within thirty (30) days after this Agreement has been ratified, the Board will give to all members of the bargaining unit, an updated seniority list.
4. While an employee is on an approved paid leave of absence, seniority shall accrue.

C. LAYOFF/RECALL

LAYOFF:

1. Any reduction of positions within a pay classification that causes one or more employees to be laid off, shall be made according to the following order/procedure:
 - a. the necessary number of probationary employees within the classification;
 - b. the necessary number of seniority employees within the affected classification shall be laid off in the following manner:

2. The first to be laid off are those with the lowest seniority date. If the seniority date is the same, the affected employees will draw numbers with the one receiving the lowest number being laid off first.
3. The Board shall give employees fourteen (14) calendar days written notice for any layoff that shall last longer than thirty (30) calendar days. This provision shall not apply if there is a loss of work due to any labor dispute.
4. The Board will continue the insurances in effect for those laid-off employees for the remainder of the month in which the layoff is effective.
5. Any employee who is laid off and recalled shall not lose previously accumulated and credited seniority.

RECALL:

1. Recall shall be made by written certified or registered notice to the former employee's last known address on file with the District Personnel Office and shall require that the employee report for work within seven (7) calendar days after date of delivery or proof of non-delivery.
2. It is the employee's responsibility to keep the Board informed of his/her current address.
3. Laid-off employees shall be recalled in reverse order of layoff.

D. FINANCIAL DECISIONS

In the event the State and/or County cuts the funding or does not fully fund the Instructional Aide positions in the Kingsley Montgomery Program, as it presently does, all financial and appropriate conditions in this Master Agreement shall be subject to renegotiation between the parties. The Board will give the local affiliate President at least five (5) calendar days' notice of the need to re-open specific provisions for negotiations.

**ARTICLE IV
BOARD'S RIGHTS**

- A. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly expressly relinquished herein by the Board, shall continue to vest exclusively in, and 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 consequences of such action during the term of the Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. the executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during employee working hours;
 2. hire all employees, and, subject to the provision of law, determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such employees;
 3. determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, dissemination, and/or selling its services, methods and processes of carrying on the work, including automation or contracting thereof, or changes therein; the institution of new and/or improved methods or changes therein;
 4. adopt rules and regulations;

5. determine the number and location or relocation of its facilities, including the establishment or relocation 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;
6. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge rights from employees as specifically provided for in this Agreement;
7. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria;
8. Determine and re-determine job content and responsibilities within the State guidelines for special education employees. Instructional Aide positions in the Waterford School District will operate under federal and state rules and regulations for programs for students with severe cognitive and severe multiple impairments. If agreed to by the Local Education Agency, the Instructional Aides will operate under the Intermediate School District Plan for the Delivery of Special Education Programs & Services.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, unless by mutual consent.
- C. Nothing in this Master Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the Laws or Constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the School Code are preserved.

ARTICLE V WITHHOLDING DEDUCTIONS /MEMBERSHIP

- A. Deductions from the regular salary of employees shall be made upon proper authorization to the Board of Education.
- B. The following deductions are authorized; Federal/State Income Tax; Social Security, Approved Insurances, benefits and options; Credit Union, United Fund, Savings Bonds and District approved Tax Annuity companies.
- C. Pay check schedule: Employees will have the option to escrow with the district a percentage, determined by the employee, of his/her wage to be paid back to the employee when the employee requests it.
- D. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain or drop their membership as they see fit. Neither party shall exert pressure on or discriminate against an employee in regard to such matters.

ARTICLE VI INSURANCE

- A. The Board will provide the eligible permanent, full time seniority employee, with health and prescription drug coverage to the extent as negotiated by the Board and the Association and within the guidelines and restrictions of 2011 Public Act 152. It is understood employees will have insurance premium co-payments as determined by current law and further determined by negotiations within the restraints of the law. The outcome of such negotiations shall not inhibit the District's ability to exercise its rights under current law.

Furthermore, in regard to the 2013 Letter of Agreement regarding healthcare coverage, the parties agree the District will be exercising its right to determine their status as an 80/20 or a hard cap limit District within the options permissible under the law as established by 2011 Public Act 152 as of January 1, 2014.

Employees will be enrolled in the program in the most cost effective manner as determined by their appropriate status as a single employee, married employee with spouse, or an employee with family.

A joint association/district health care study committee will be established to investigate health care options and cost containments that could be agreed upon.

- B. The parties agree that dual coverage of health care insurance is prohibited. No one covered under a Board insurance plan will be dual covered. Anyone with double health coverage shall reimburse the Board for the cost of their entire health coverage, the length of the school year when discovered. Effective on or prior to April 20, 2009, current employees who may have double coverage for a family member may keep that coverage. All new employees hired, will continue to be notified that double coverage of health care is prohibited. The Board has maintained a practice of not allowing double health insurance coverage. When the District has been notified that double coverage exists, they have taken steps to correct it.
- C. The Board shall provide employees who work six and one-half (6.5) hours or more per day, with a group term life insurance policy in the amount of twenty-thousand dollars (\$20,000) with provisions for double indemnity in the event of accidental death. Coverage for employees completing their probationary period will begin the first month following completion of a satisfactory probationary period, provided the necessary enrollment forms have been completed and filed with the Benefits Office. The insurance provides a thirty (30) day conversion right upon termination of employment. Any employee electing the right of conversion in order to keep their term life insurance in force must contact the insurance company within thirty (30) days of their last day at work.
- D. The Board shall provide full-time eligible employees with dental coverage, paying 100% of the dentist's charge for Type I, Preventative 100%, Type II Restorative, participating Provider 80%/non-participating provider 50%, Type III Replacement Services 50%, Type IV Orthodontia Services 70%. Type I, II, III maximum annual benefit per covered member \$1,000, Type IV is a maximum lifetime benefit of \$700. The Board shall provide employees with full-family vision insurance.
- E. The Board will pay for those eligible instructional aides who work more than fifteen (15) hours but less than thirty-two and one-half (32.5) hours per week, the prorated cost of insurance benefits provided to full time employees. The pro-ration will be based on the number of hours and/or the number of months worked, provided the employee pays for all other costs.

All ten (10) month employees will be responsible for the two (2) months not worked in the summer. Notwithstanding the above, if an eligible instructional aide works the ten (10) month school year and the summer instructional program, the Board will pay for those eligible instructional aides insurance benefits provided to full time twelve (12) month employees and they will not be subjected to the pro-ration for the two (2) months that school is not in session in the summer.

- F. The insurance benefits provided herein shall begin when the employee has completed probation and the necessary forms. Board payment for insurance protection shall terminate when the employee's employment is terminated, or when the employee is on a leave of absence without pay, or when the employee is not receiving a wage from the Board, except as provided in this Agreement.
- G. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.
- H. The Board, by payment of the premium payments required to provide the coverages set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board of Education or the Association, nor shall such failure be considered a breach of any obligation by either of the two organizations.

I. Disputes between beneficiaries of an employee and any insurance company shall not be subject to the Grievance Procedure as herein established.

J. Long Term Disability Insurance

The Board shall provide a long term disability insurance policy for employees who work thirty (30) or more hours a week, the terms of which policy shall prevail; said policy to provide monthly income protection in the amount of sixty percent (60%) of one-twelfth (1/12) of the employee's salary. This benefit shall extend until age 65, death, or the employee is declared able to return to work full time. Any benefits provided by the Board, State of Michigan, or the Federal Government, shall be deductible from this insurance compensation.

ARTICLE VII LEAVES

A. SICK LEAVE

1. The purpose of the sick leave program is to provide income protection, to the extent herein provided, during periods of involuntary absence from employment due to personal sickness or injury to the employee. If the employee receives Board provided compensation during such absence, then only the difference between the regular salary and the compensation shall be paid.
2.
 - a. Sick leave shall not be granted to probationary employees.
 - b. Sick leave shall be defined as personal illness of the Waterford employee due to infectious disease, contagious disease, organic defects and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury. Personal illness shall not be used for such reasons as cosmetic surgery, sex change operations, and any elective medical treatment, or for any surgical procedure that can be scheduled during non-work days. The benefits of the sick leave plan do not apply to voluntary abortion, sterilization, intentionally self-inflicted injuries, disabilities resulting from the commission of an assault, a battery or felony; or those due to war, insurrection, rebellion, or participation in a riot.
 - c. To receive paid sick leave time for a mental disorder or an emotional condition, the problem must be verified by a psychiatrist, which may be confirmed by a Board appointed physician.
 - d. The sick leave benefits extend only to an employee's regular position and do not include overtime and employment for extra compensation.
 - e. Paid sick leave is for the personal use of the Waterford School District employee. Sick days cannot be used because a member of the employee's family is ill or for any purpose other than personal illness of the employee as herein defined.
 - f. Any employee who is unable to work due to a student inflicted injury, up to two (2) days, on the recommendation of the Waterford Schools' clinic physician, shall be compensated per incident for those days instead of using their personal illness days.
3. Seniority employees who work more than three (3) hours per day, shall receive, per month worked, one (1) day of sick leave equal to their normal working day. Sick days shall accumulate to an unlimited amount.

B. APPROVED SHORT TERM PAID LEAVES OF ABSENCE

1. When approved by the immediate principal/supervisor, the following paid leaves of absence shall be granted:
 - a. A maximum of up to five (5) days per work year shall be granted for each death of an immediate family member. (Immediate family is defined as spouse, father, mother, son, and daughter.) If more time is needed, vacation days may be used.
 - b. A maximum of up to three (3) days per work year shall be granted for each death of a relative. (Relative is defined as brother, sister, step-mother, step-father, step-siblings, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchildren.) If more time is needed, vacation time may be used.
2. A maximum of up to two (2) days per work year for approved absence leave, from the employee's sick leave bank, may be granted for the following reasons, if it is absolutely impossible to transact on a non-work day or vacation period:
 - a. medical/dental appointments;
 - b. attendance at the funeral of a friend or a relative not listed in B., 1.
 - c. educational experiences for the employee's children or grandchildren.
 - d. mortgage closings, adoption, government appointments
 - e. other similar reasons.

Whenever possible requests shall be submitted to the building principal ten (10) days prior and responded to within five (5) working days of receipt.

3. An employee who is called for jury duty during working hours, shall receive a leave of absence for the time served on jury duty during working hours, if the duty is verified in writing and notification is given before the duty is served. The employee will be paid the regular earned salary, if the juror's pay is turned in to Payroll.

C. LEAVES OF ABSENCE WITHOUT PAY

1. When approved by the appropriate director or principal, a maximum of five (5) working days may be granted without pay for the following leaves:
 - a. occasional personal leave which could not be arranged at another time, or for which the school district feels no responsibility, such as a honeymoon, shopping, to seek another position, an extension of a vacation period, activities of spouse, and/or children, hunting, marriage, divorce, or other reasons;
 - b. activities of the Association.
2. When approved by the Director of Human Resources, unpaid long term leaves as listed below, may be granted for reasonable periods not to exceed a maximum of one year, to an employee with at least one year of seniority. As least thirty days before the leave expires, the employee shall send written notification to Personnel of his/her desire to return to work or forfeit the right to return. The employee will be returned to a position for which he/she is qualified, (in the opinion of the Board) when one becomes available; if proper notification has been given. The Board's obligation to re-employ after such leave of absence shall end after termination of the leave.
 - a. For full time study at a college, university or business school;

- b. To care for a member of the immediate family who is ill.
3. Except in cases of emergency as judged by the Director of Human Resources, these leaves shall not be granted in the first or last week of the school year.

D. CHILDBEARING

1. A leave of absence using sick leave bank days, may be granted for the length of time the employee's physician will certify, in writing, the employee is physically unable to work. At the end of that period of time, the employee must return to work or resign. Upon returning to work, the employee shall return to his/her former position.
2. Employees shall continue employment as long as they can continue their regularly assigned responsibilities. The Board may require a doctor's statement to this effect.
3. Employees on childbearing leave shall give the Board at least two days' notice of their return date, as verified by a physician's statement.

E. OTHER LEAVES

The Director of Human Resources may grant leaves for reasons not covered in this Article, including health leaves, or extensions of the above leaves, when the Director of Human Resources believes such extension to be in the best interests of the school district. Each request for this leave will be considered on its individual merit. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave should be granted is final.

F. GENERAL CONDITIONS OF ALL LEAVES

1. The Board normally will not require a physician's statement for every individual sick day of an employee, but may require one in the following instances:
 - a. if the employee has an excessive absenteeism record;
 - b. if the bargaining unit has an unusual number of members absent on the same day or from the same facility;
 - c. after three consecutive days of illness;
 - d. an absence the day before and/or the day after a holiday or vacation period.
2. Salary for a holiday shall be paid only when the work days preceding and succeeding the holiday are worked or on an approved paid leave. If the employee indicates that illness was the cause of such absence, the employee shall furnish a doctor's statement certifying the illness within two (2) work days after such absence, if requested by the Board.
3. The Board may send employees to its physician before and after leaves for sickness or childbearing and for health and/or disability concerns.
4. Upon return from any approved leave of more than thirty (30) work days up to a maximum of one year (see Article VII.C.2) (except for childbearing leave) the Board shall return the employee to an open position for which it believes he/she can meet the specific skill and job requirements. If no position is available for the employee at the end of the leave, the Board shall extend the leave until an opening occurs for which he/she has the specific skills and job requirements; but, in no event, will the leave be extended more than six months after the original leave ends.

**ARTICLE VIII
VACATIONS**

- A. The vacation periods granted shall be scheduled by the employee's immediate supervisor/principal during days when school is not in session. Non-grievable exceptions may be made by the Director of Human Resources.
- B. The vacation rate shall be the employee's regular rate for the scheduled work period, not including any overtime benefits.
- C. Credits for earned vacation will be received only for those months in which an employee's received pay for the majority of the scheduled working days of that month.
- D. An employee who is laid off, retired, or terminated, will receive pay for all earned unused vacation and the employee who may have used more vacation days than were earned, shall repay the Board.
- E. Earned vacation days may not be postponed from one year to the next. Every effort will be made by the employee to take vacation days during scheduled breaks. If an employee is unable to take his/her earned vacation, the Board will pay the employee for those days.

The employee hired prior to September 1, 2007 shall receive ten (10) vacations days and up to (two) 2 days if the district schedules a February or mid-winter break period. If the employee works additional days in the summer, (at least 20 days) the employee would receive eleven (11) vacation days and up to (two) 2 days if the district schedules a February or mid-winter break period. Those employees with 21 years of experience and over, will receive one (1) additional vacation day.

ALL NEW HIRES AS OF THE 07-08 SCHOOL YEAR

YEARS OF SERVICE	ALL NEW EMPLOYEES	Work Additional Days (20 Minimum) Per Year
0-4 yrs.	5 days	6 days
5-8 yrs.	7 days	8 days
9-12 yrs.	8 days	9 days
13-16 yrs.	10 days	11 days
17-20 yrs.	11 days	12 days
21 + yrs.	12 days	13 days

**ARTICLE IX
HOLIDAY ALLOWANCE**

- A. If celebrated by the school district, the following holidays are granted to seniority employees, at their regular rate of pay, if the holidays occur during the regular work term; if the employee works the scheduled work day before and the scheduled work day after the holiday; or if the employee is on an approved paid leave of absence.
- B. Employees shall receive pay for Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24, December 25, December 31, January 1, Good Friday, Easter Monday, Memorial Day and July 4 for those working during July; equal to the normal number of working hours of the employee for one (1) day. In order to qualify for holiday pay, the employee must work the immediate day before and after the holiday, or have an approved compensable leave.

- C. Whenever employees cease to receive Board pay, they shall cease to receive holiday pay as well.
- D. If school is in session during a holiday, then the holiday will be rescheduled. When a designated holiday falls on a Saturday, the Friday before will be observed as the holiday for purposes of this Agreement. In the event that such holiday shall fall on a Sunday, it shall be observed for purposes of this Agreement on the following Monday.

**ARTICLE X
GRIEVANCE PROCEDURE**

- A. **DEFINITION** - A "grievance" is a claim based on an employee's belief that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

The "grievance procedure" shall not apply to any matter which is prescribed by law, or State regulation, or over which the Board is without power to act. No Board prerogative shall be made the subject of a grievance. A grievance may be filed by an aggrieved employee only.

- B. **PROCEDURE** - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

- 1. **STEP ONE** - An employee with a grievance shall first discuss it with the immediate supervisor/principal, within five (5) calendar days from the time of the incident over which the employee is aggrieved, or has reasonable knowledge of the incident. At the employee's option, one local Association representative may be present at this discussion in an attempt to resolve the problem.

If the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to the same supervisor/principal. The written grievance must be given to the supervisor/principal within six (6) calendar days of the time of the informal discussion with the supervisor/principal, in order for it to proceed. Within six (6) calendar days after presentation of the written grievance, the supervisor/principal shall give a written response to the grievant.

- 2. **STEP TWO** - In the event that the aggrieved employee is not satisfied with the disposition of the grievance in Step One, or in the event that no decision has been rendered within six (6) calendar days after presentation of the written grievance, the grievant may submit the grievance to the Director of Human Resources within five (5) days after the receipt of the Step One Answer.

Within nine (9) calendar days after the Director of Human Resources receives the grievance, a meeting with the aggrieved employee and representatives (maximum - three) of the local Association shall be scheduled in an effort to resolve the grievance. If the grievance is transmitted directly to the Director of Human Resources (omitting Step One), a meeting will be scheduled with the local Association within nine (9) calendar days. The decision on the grievance shall be rendered in writing within nine (9) calendar days after such hearing; copies sent to the aggrieved, the local Association, the Supervisor/Principal, Director and the Superintendent.

- 3. **STEP THREE** - If the grievance is not settled at Step Two, it shall be referred in writing to the Board of Education within nine (9) calendar days after receipt of the notice in Step Two. The Board shall hold a hearing within thirty (30) calendar days or designate one or more of its members to hold a hearing, or otherwise investigate the grievance or prescribe such other procedure as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at this Step. Within twenty (20) calendar days, the Board or such representative as it may authorize, shall render a decision on the grievance and present it in writing to the aggrieved, the local Association, the Principal/Supervisor, the Assistant Superintendent of Human Resources and the Superintendent.

4. STEP FOUR - If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Board within nine (9) calendar days after the date of the Board's written decision at Step Three. Within seven (7) calendar days after the date of the written notice to the Board, the Association must file a request for arbitration with the American Arbitration Association, or the grievance is closed.

The Arbitrator must then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association.

The Arbitrator shall hear the grievance, if within the arbitrator's power, and shall render a decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth the Arbitrator's findings and conclusions with respect to the issues submitted to arbitration.

- C. POWERS OF THE ARBITRATOR - It shall be the function of the Arbitrator, except as the arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. The arbitrator shall have no power to establish salary scales or change any salary.
 3. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of services of, or failure to re-employ, any probationary employee;
 - b. the placing of a probationary employee on additional probation;
 - c. any matter involving employee evaluation;
 - d. any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.
 4. The arbitrator shall have no power to change any practice, policy or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of any practice, policy, rule or any action taken by the Board. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Board from this Agreement. It is understood that any matter not specifically set forth herein remains with the reserved rights of the Board.
 5. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which there is no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 7. There shall be no appeal from an arbitrator's decision if within the scope of the arbitrator's authority as set forth above. It shall be binding upon the Association, its members, the employee(s) involved, and the Board.
 8. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.
 9. All arbitration hearings shall be held in the school district.

10. Claims for back pay: All grievances must be filed in writing within (5) calendar days from the time the alleged violation occurred. The Board shall not be required to pay back wages more than seven (7) calendar days prior to the date a written grievance is filed except in the case of a pay shortage of which the employee could not have been aware before receiving pay. Any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files the grievance within seven (7) calendar days after receipt of the pay.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that may have been received from any source during the period of the back pay.
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case, unless other cases were filed and pending on the representative case.
11. The arbitrator cannot grant relief extending beyond the termination date of this Agreement.
12. It is understood that the arbitration clause shall not be applicable to the grievance procedure when such grievance arises in the period between the termination of the present Agreement and the effective date of its successor.
13. The arbitrator may not make an award which, in effect, grants the grievant and/or the Association that which it was unable to secure during collective negotiations.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any grievant(s) may be represented at all stages of this grievance procedure by a person of their own choosing, except that they may not be represented by an officer, member, or representative of any union other than the Association. When an employee is not represented by the Association, the Association shall have the right to be present, and to state its views at all stages of this grievance procedure. Either party at any Step may be represented by counsel, but reasonable notice shall be given to the other party in advance, if counsel is to be present.
2. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been give opportunity to be present at such adjustment.

E. MISCELLANEOUS

1. Steps Two and Three of this grievance procedure may be passed to the next level for any reason as determined by the Board, or its representative (e.g. - no authority to make the judgment; a decision has been rendered in a similar previous case).
2. It is assumed that the grievance problems will be handled at times other than when the employee is at work, and that members of the Association will be present to process grievances promptly. In the event this is not possible, due to conflict in schedules (unwillingness of witnesses to testify after hours), or for other reasons, the grievance will be processed during the working day and the Association (or the employee, if the Association will not represent) will pay its witnesses. If Step Four is imposed, all costs will be shared equally by the Association and the Board.
3. If an employee pursues the grievance without Association support as prescribed in Step Two, the right of the Association to be present to present its views at hearings in Steps Two to Four is preserved and the Association is to receive copies of written decisions at all Steps.

4. If more than one employee has a similar complaint which has been individually discussed as provided in Step One, the Association may file a grievance to be commenced at Step Two, in lieu of individual grievances.
5. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Association to proceed to the next Step of the procedure.
6. Failure to file the grievance in writing, as specified in Step Two, or to forward as specified in Steps Three and Four, shall mean the grievance is waived.
7. The employee must be present at any level of the grievance procedure where the grievance is to be discussed.
8. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its final decision on the grievance.
9. The grievance chain shall not be placed in the personnel file of the grievant.

**ARTICLE XI
RESIGNATION AND RETIREMENT**

- A. When an employee desires to terminate employment, there must be at least ten (10) working days notice of resignation, in writing, given to the immediate supervisor and the Director of Human Resources. Resignations of shorter notice shall automatically forfeit all vacation benefits unless the Director of Human Resources agrees that the employee may resign with less notice.
- B. The date of resignation automatically forfeits any future rights and benefits under this Agreement.
- C. Any employee who terminates employment with proper notice will receive all earned vacation time up to and including the last day worked.

**ARTICLE XII
NEGOTIATIONS PROCEDURES**

- A. At least ninety (90) calendar days prior to the expiration of this Agreement, negotiations will begin, upon receipt of a written request by one party to the other party to begin negotiations for a new Agreement.
- B. In any negotiations herein described, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives within or outside the school district. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. Negotiations will be held at such place as may be mutually agreed upon. All agreements are tentative until completion of the total Agreement and until the Agreement has been ratified by both parties.

**ARTICLE XIII
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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither the Board, nor the Association, for the life of this Agreement, unless by mutual agreement, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

**ARTICLE XIV
NO STRIKE CLAUSE**

- A. The Association agrees that it, or the employees it represents, shall not authorize, cause, sanction, condone, engage in, or acquiesce in any strike as defined in the Michigan Public Act 335, as amended by Public Act 379, and/or defined as a slow-down, stoppage, sit-in, boycott, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation at any of the facilities of the Waterford School District.
- B. In the event of any such violation of this Article, this Association shall endeavor to return the employees to work as expediently and quickly as possible, by using the media available.
- C. There shall be no liability for damages on the part of the Association if it promptly takes action to return employees to work.
- D. The Board shall have the unlimited right to discipline, up to and including discharge, any employees for taking part in any violation of this Article.
- E. Upon request to the Director of Human Resources, the disciplined employee shall have the right to present his/her position to the Board.

**ARTICLE XV
ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon the District and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between the District and the Association, and signed by the parties.

**ARTICLE XVI
EVALUATION**

The Board will evaluate employees at least once every two (2) years.

**ARTICLE XVII
DURATION OF AGREEMENT**

This Agreement represents the entire Agreement between the Waterford School District Board of Education, and the Michigan Educational Support Personnel Association and shall be in effect from, August 24, 2017, and shall continue in effect until 11:59 p.m., June 30, 2020 and from year to year thereafter, unless either party hereto shall give the other party at least sixty (60) days written notice, by registered mail, before the end of the term of this Agreement, or before the end of any annual period thereafter, of its desire to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 24th day of August 2017.

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION II

WATERFORD SCHOOL DISTRICT
BOARD OF EDUCATION

By: Renée Senaglia
President

By: [Signature]
President

By: _____
Secretary

By: [Signature]
Secretary

Waterford School District
MESPA II
Instructional Aides and Library Technicians (*)
Appendix A – Salary Schedule

2016-2017

No movement on steps and zero percent increase on the salary schedule

2017-2018

Step 0 \$15.40

Step 1 \$15.97

Step 2 \$16.56

Step 3 \$17.10

All members on steps will receive one full step. Each step will receive 1.91% on schedule increase to base hourly wage.

2018-2019 (Ratified 8/15/18, Board Approved 8/16/18, Effective 8/17/2018)

Step 0 \$15.71

Step 1 \$16.29

Step 2 \$16.89

Step 3 \$17.44

2019-2020

Wage/Health Care Reopener – April 2019

(*) Add 50 cents per hour at completion of 30 credits towards an Associate Degree

(*) Add 50 cents per hour upon attainment of an Associate Degree Library Science as Library Assistant

The Board may require up to three (3) evening meetings of each Library Assistant during a school year for such activities as Open House, Science Fairs, etc. for a guaranteed one (1) hour for each required meeting.