

MASTER AGREEMENT

between

MERIDIAN PUBLIC SCHOOLS
BOARD OF EDUCATION

and

MERIDIAN EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION/MEA/NEA

July 1, 2021 through June 30, 2024

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Article 1
RECOGNITION AND AGREEMENT

- A. This Agreement entered into this July 1, 2021 by and between the Board of Education of the Meridian Public Schools, hereinafter called the “District” and the Meridian Educational Support Personnel Association/MEA/NEA (MESPA), hereinafter called the “Union”.

Unless otherwise indicated, the term “Employee” when used hereinafter in this Agreement shall refer to all members of the bargaining unit.

The private and personal life of any employee is not within the appropriate concern or attention of the Employer unless it affects job performance or is determined to present a threat to students/other employees.

- B. The District recognizes the Union as the sole bargaining representative for purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for the term of the Agreement for the following personnel:

All cooks, paraprofessionals, transportation, custodial, and maintenance employees employed by the Meridian Public Schools; but excluding temporary employees, supervisors, and all other employees. Such representation shall cover all personnel assigned to newly created positions which are not supervisory and/or administrative, subject to the terms and conditions of this Agreement.

- C. Full time employee is defined as an employee regularly scheduled thirty (30) hours per week, fifty-two (52) weeks per year, excluding temporary seasonal positions.
- D. Year round employee is defined as an employee regularly scheduled less than thirty (30) hours per week, fifty-two (52) weeks per year, excluding temporary seasonal positions.
- E. School-term employee is defined as any employee working during the school calendar year and as provided in Article 9, O.
- F. The parties, having reached certain understandings, hereby agree as follows:

Article 2
JOINT ADMINISTRATION AND MESPA MEETINGS

- A. Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Representatives of the Administration and the MESPA shall meet regularly for the purpose of discussing problems in regard to this Agreement. Said meetings are to be scheduled every quarter by a mutually agreed upon date by both parties.

- B. The Union representatives shall normally not exceed four (4) members, consisting of the President, grievance chairperson, and any individuals who may have matters to be discussed.
- C. There shall be no loss of wages for personnel attending such meetings; however, attempts shall be made to schedule meetings when employees do not have job responsibilities.
- D. Nothing in this Article shall be construed to prevent any employee from discussing any problem with his or her immediate supervisor or Union representative.
- E. Mutually agreed upon matters may be placed in writing and if ratified by the parties will become part of the Master Agreement.

Article 3 GENERAL PROVISIONS

- A. The Union agrees that neither it nor the employees shall authorize, sanction, condone, engage in or acquiesce in any strike as defined in Michigan Public Act 336, as amended. Strike shall also be defined to include slowdowns, stoppages, sit-ins, picketing, boycotts, work stoppage of any kind, the concerted failure to report to duty, the willful absence from one's position, the stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of one's assigned duties, or the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected activities having the effect of interrupting work or interferences of any kind whatsoever with the operation of any of the facilities of the district.
- B. The District and the Union agree that it will not during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act.
- C. 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 Union. This Agreement is subject to amendment, alterations or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term, or conditions of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, with

respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- E. If any provisions of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- F. Whenever school is closed because of inclement weather or an Act of God day, employees may use vacation or personal time for that day during that pay period.
 - 1. Employees who report for work will perform such duties as assigned to each job classification. Employees reporting for work on those days will be paid at their regular rate for the time they are required to be at school, which will result in no loss of pay from their normal duties. Full time and year round employees must report to work on these days.
 - 2. School term employees may report to work on up to four (4) inclement weather days. Additional days may be worked on inclement weather days if the employee is called in by their supervisor.
 - 3. School term employees with a morning start time shall not report for work on inclement weather days, earlier than one (1) hour after normal shift start time.
- G. Parking facilities shall be available for Union members.
- H. Any complaint against any employee will be promptly brought to the employee's attention, except that an employee who is the subject of a criminal investigation may not be informed of the complaint when the agency conducting the investigation requests that knowledge of the investigation be kept confidential. No action will be taken on any complaint unless the District advises the employee of the complaint in writing. No complaint or reprimand will be given to the employee over the telephone or district radio.
- I. If any legal action is brought against an employee by reason of proper performance of job responsibilities, the District will provide such legal counsel and all necessary assistance to the employee in his or her defense as is permitted under law.
- J. Any case of assault on an employee shall be promptly reported to the Administration which shall make arrangements for notification of local police authorities.
- K. Time lost by an employee as a result of an assault on school premises during working hours shall not be charged against the employee's sick leave allowance, subject to the provisions of the Worker's Compensation Law. (See Article 10, I.)

- L. Reimbursements must be submitted within forty-five (45) days of receipt of items. Reimbursements must be submitted with a detailed original receipt attached.
1. Eyeglasses and personal clothing damaged during an assault shall be replaced at the District's expense provided the District has exhausted, with the cooperation and assistance of the employees involved, efforts to recover the loss from the assailants.
 2. The Employer shall reimburse the employee for the loss, damage, or destruction of personal property which must be used on school premises, when the loss, damage, or destruction is caused by performing the job function in the proper manner.
 3. Any tests, licenses or certifications required to perform the duties of the job will be reimbursed by the District.
- M. The District agrees to provide the Union with online access to of the Agreement for the duration of this agreement. The District will provide one (1) printed copy of the Agreement to each newly hired employee following implementation of this Agreement. Employees may request a printed copy from the District at any time.
- N. An employee shall be responsible to only one (1) immediate supervisor, the supervisor to be designated by the Employer with written notification provided to each employee. If there is a conflict about the employee's job assignment the final determination will be made by the Superintendent.
- O. The Employer shall provide, at no cost to the Union, forty (40) hours per year of released time for handling of Union business as deemed appropriate by the Union President. This time shall be taken in hourly blocks with five (5) day advance notice being given to the Employer. Should the law require the Union to compensate the District for any cost of this release time, the Union will reimburse the District. Should the need for a substitute arise, the Union will pay for the cost of the substitute.
- If a Union executive board member refuses overtime because of meetings between the District and the Union, they shall not be deemed as having forfeited their right to overtime.
- P. Any employee who is assigned to a permanent position that requires them to drive their personal vehicle shall be paid mileage at a rate established by the District.
- Q. Employees scheduled to work less than full time will be given the first opportunity to perform any extra work caused by a temporary vacancy of fifteen (15) work days or more. Assignments will be made according to seniority in their classification or major work area on a rotating basis as long as not more than eight (8) hours per day or forty (40) hours per week are worked. The District shall have the right to assign the additional hours in any fashion and they may assign hours caused by absences of less than fifteen (15) work days at their discretion. It is expressly recognized by the parties that if these assignments entail travel between buildings no mileage will be paid to the employee and commuting time

shall not count as working time. The filling of temporary vacancies will be done if scheduling permits.

- R. The Superintendent may grant steps, up to step 3 on the salary schedule, in positions that require certain skills and training, provided a good faith effort has been made to find a qualified candidate. To grant steps the candidate must have prior experience, certifications, or educational training pertaining to the classification.
- S. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 et seq., is allowed to reject, modify, or terminate this collective bargaining Agreement as provided in the Act.
- T. With the installation of cameras into the school buildings and on the buses, it is understood by the Meridian Educational Support Personnel Association (MESPA) and the district that the Board of Education's primary purpose and approval for such installation was for security and safety purposes.

Hence all staff in the building and on buses will be notified of the placement locations of the devices and the times for which the devices will be activated. The cameras will not be hidden.

Therefore, it is agreed by both parties that all monitoring of the MEA staff shall be conducted openly and with full knowledge of the staff member. The use of eavesdropping, closed circuit television, video, cameras, public address, audio systems and similar surveillance devices shall be strictly prohibited unless agreed to by both parties.

With the exception of illegal activities, the tapes will not be used in discipline of an employee. However if a MESPA staff member is suspected of not adequately performing work or whose action may be in question that could lead to discipline, a plan of improvement determined by the district, the union and the member may include the use of the tapes for determining an appropriate course action.

If any activity of the MESPA staff member is observed on the tapes that will be brought to the attention of the member for correction, the Union 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 4 DISTRICT RIGHTS

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

1. To the executive management and administrative control of the Meridian Public School District and its properties and facilities, and occupational activities of its employees.
 2. To hire all employees without discrimination such as race, creed, religion, nation origin, single or married and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote, transfer and retire all such employees, subject to the terms and conditions of this Agreement.
 3. To determine work loads, hours of employment and the duties, responsibilities, and assignments of employees covered by and subject to the terms of this Agreement.
 4. To adopt and revise reasonable rules and regulations.
- B. This exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, and adoption or amendment of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such terms conditions are not in conflict with any existent law or statute of the State of Michigan or the United State.

Article 5 UNION ACTIVITIES

- A. The District agrees to provide access to all public information retained by the Administration in compliance with the provisions of the Michigan Freedom of Information Act of 1976.
- B. The Union shall have the right to use school buildings in compliance with established Board of Education policy regarding public use of such facilities.
- C. The Union may not hold meetings or distribute Union literature on school premises during normal school hours or to any employees during their normal working hours.
- D. Union representatives shall be allowed to visit schools during working hours provided that they register with the Building Office. Such visits shall not interfere with the normal performance of duties by the employees or the normal function of the school.
- E. The Union may use the intra school mail system for distribution of Union literature provided that the literature bears the endorsement or signature of the Union President.
- F. Bulletin boards shall be made available to the Union.

- G. The Union shall be permitted to use computers, printers, copy machines, fax machines, etc., when such use is approved by the chief building administrator. The Union will pay the cost of all materials and supplies incidental to such use, including the cost of repairs for damage to equipment during its use by the Union.
- H. Lounge facilities shall be maintained for employee use.
- I. Union representatives shall be allowed to use school phones or receive calls pertaining to Union affairs at all reasonable times provided such use of phones does not interfere with normal work schedules. Any expense of toll calls shall be paid by the Union.
- J. Emergency phone calls and messages shall be delivered to the employees as soon as possible. Facilities for use of the telephone by employees shall be made available.

Article 6
RECOGNITION OF THE UNION

- A. Membership of the Union (or continued membership in the Union) and/or the payment of Union dues, fees, or assessments is not a condition of employment so long as Michigan Right to Work law, Public Act 348 of 2012, continues to be enforceable in the State of Michigan.
- B. All current employees covered by this Agreement shall have the choice to remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues that are the obligation of the members or to terminate their union membership without reprisal for exercising this right.
- C. New employees shall have the choice to become and remain members in good standing of the Union by tendering to the Union the initiation fees and periodic dues that are obligations of members.
- D. No provisions of this Article shall be interpreted to require or prohibit employees from electing to become members of the Union.
- E. In the event that state or federal regulations pertaining to union membership or collection of dues are changed or repealed it is agreed the following language shall be deemed effective so long as it is legally enforceable:
 - 1. It shall be a condition of employment that all employees covered by this Agreement shall fulfill their financial obligation to the Union through the payment of union dues or their equivalent under law. Employees already meeting their financial obligations to the Union shall continue to do so. Those employees not meeting their financial obligation to the Union on the effective date the Act is repealed or otherwise deemed unenforceable shall begin and continue meeting their financial

obligations to the Union within 31 days following notice of the Act being replaced or deemed unenforceable.

2. Any employee covered under this Agreement who fails to meet his or her financial obligations to the Union shall be subject to termination of employment upon notice by the Union to the Employer that the employee's financial obligations to the Union are not being met.

Article 7
PAYROLL DEDUCTION

- A. The District shall deduct from the pay of each employee from whom it receives authorization to do so and make appropriate remittance for insurance premiums and options, credit union, savings, bonds, charitable donations, or any other plans or programs jointly approved by the District and the Union.

Article 8
GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms and conditions of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
 1. The termination of services of or failure to re-employ any probationary employee;
 2. The placing of any probationary employee on an additional period of probation;
 3. Any matter for which there is recourse or redress under federal or state statutes (e.g., EEOC, Civil Rights, OSHA, MIOSHA, Workers Compensation, etc.)
- C. Representatives for grievance processing shall be selected as follows:
 1. The Union shall designate representatives to handle grievances per job classification. For purposes of this Article, Custodial/Grounds/Maintenance shall be considered to be one classification.
 2. The District designates the supervisor of each separate unit of employees as its representative at Level One hereinafter described; and the Superintendent or his designated representative to act at Level Two as hereinafter described.
 3. Either party may change its representatives by written notice to the other.

- D. The term “days” shall mean the day of the week, Monday - Friday, excluding Saturday, Sunday, legal holidays and the employee’s paid vacations which were scheduled prior to the occurrence of the alleged violation.
- E. Written grievances must conform to the following specifications:
1. Must be signed by the grievant or grievants.
 2. Must be specific concerning:
 - a. The section or subsection of the contract alleged to have been violated.
 - b. The date of the alleged violation.
 - c. The facts giving rise to the alleged violation
 - d. The relief requested.
 3. Any written grievance not in conformance with E (2) (a-d) shall be rejected as improper. Rejection for improper filing shall not extend the limitations hereinafter set forth.
- F. Level One
1. An employee or the MESPA, alleging a violation of the express provisions of this contract, shall within fifteen (15) work days of the alleged occurrence commit the grievance to writing (on Appendix B), submit the written grievance to the immediate supervisor, and orally discuss the grievance with the immediate supervisor and a Union representative in an attempt to resolve the grievance.
 2. If no resolution is obtained within ten (10) work days of the oral discussion, the grievant may proceed within twenty (20) work days of the oral discussion prescribed in F(1) to Level Two.
- G. Level Two
1. An original copy of the written grievance shall be filed with the Superintendent or his/her designated agent, bearing an endorsement of the approval or disapproval of the Union. Within ten (10) work days of receipt of the written grievance, the Superintendent (or his/her designated agent), shall arrange a meeting with the grievant and/or the Union grievance representative (at the grievant’s option), to discuss the grievance.
 2. Within ten (10) work days of this meeting the Superintendent (or his/her designated agent), shall render a decision in writing, transmitting one (1) copy to the grievant, one (1) copy to the Union, one (1) copy to the grievant’s supervisor, and one (1) copy in a permanent grievance file in his/her office.

3. If grievant is not satisfied with the response at Level Two, he/she or the Union representative shall within ten (10) work days of receipt of Level Two response, file a copy of the written grievance, which contains the Level Two decision, with the Secretary of the Board of Education and a copy to the Superintendent or his/her designee.

H. Level Three

1. Upon proper application as specified in Level Two, the District shall schedule an opportunity for the grievant to present his/her complaint to the Board of Education at the next regularly scheduled Board of Education meeting.
2. Within ten (10) work days from the hearing of the grievance, the Board of Education shall render its decision in writing. The Board of Education may hold further hearings therein or further investigate the grievance.
3. One (1) copy of the decision of the Board of Education shall be filed with each of the following:
 - a. Grievant
 - b. Grievant's Supervisor
 - c. Superintendent
 - d. Board Secretary
 - e. MESPA

I. If the decision of the Board of Education is unsatisfactory to the Union, it shall, within ten (10) work days of receipt of the Board's response, notify the board of its intent to submit the dispute to the American Arbitration Association (AAA) for binding arbitration. The arbitrator shall be selected according to the appropriate AAA rules.

1. The party filing for arbitration shall pay the entire filing fee.
2. The arbitrator shall have no power to:
 - a. Amend, modify, or otherwise change any provision of this Agreement.
 - b. Rule on or interpret any matter included under Section B (3) of this Article.
 - c. Establish, amend, or modify any salary schedule or fringe benefit provided under this Agreement.
 - d. Rule on more than one (1) grievance unless both parties mutually agree in writing.
3. Neither party may raise any new ground or defense not previously raised at an earlier level of this grievance procedure.

4. This cost of arbitration shall be born equally by the parties, except that each party is responsible for the cost of preparing its own testimony and exhibits and securing its own representation.

- J. Should an employee or the Union fail to file grievances within the prescribed time limits, the grievance will not be further processed. Should the Administration or Board of Education as specified herein fail to respond within the prescribed time limits, the grievance shall automatically proceed to the next level of the grievance procedure.

- K. Should an employee fail to appeal a decision within the prescribed time limits, or leave the employ of the District during any of the procedures herein described (except a claim involving a remedy directly benefiting grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

- L. The Union shall be permitted to file grievances.

- M. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when an employee or a participating union representative is to be at the assigned work/duty station.

- N. Time limits provided in this Article shall be strictly observed but may be extended only by written agreement of the parties.

- O. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

Article 9 HOURS OF WORK

- A. The normal week shall consist of forty (40) hours, eight (8) hours per day, Monday through Friday; it shall include two (2) fifteen (15) minute daily break periods; it shall exclude a duty free, uninterrupted thirty (30) minute unpaid lunch period.
 1. Employees who are assigned school vehicles will have fifteen (15) minutes after reporting for work to travel to their work sites. Ten (10) minutes travel time will be allowed before and after lunch and at the end of the day when working off the main campus.
 2. Full-time employees who do not receive travel time as in A.1. will be allowed five (5) minutes to clean up prior to lunch and at the end of the day.

- B. The District agrees to provide one (1) fifteen (15) minute break period each morning during four (4) hours of uninterrupted work. The lunch period of thirty (30) minutes will begin approximately four (4) hours following the required reporting time. The last daily break

of fifteen (15) minutes will be scheduled during four (4) hours of uninterrupted work following the lunch break. An unpaid lunch during four (4) hours of work shall not cause the loss of a break.

- C. Any employee who works at least four (4) consecutive hours in one (1) day shall be allowed one (1) fifteen (15) minute break period.
- D. The District reserves the right to set the hours of work for all employees covered by this Agreement. A permanent change in the starting time of a shift shall not be made until the District has given a ten (10) working days' notice to the Union and the affected employee(s). The District reserves the right to temporarily change an employee's starting time in case of emergency.
 - 1. School-Term employees serving in multiple job classifications or those filling multiple positions within the same classification are limited to working no more than 29.5 hours per week without approval by the Superintendent. The Superintendent may grant exceptions to this on a full or part-time basis and will notify the Union President in writing within five (5) working days if the exception will last greater than ten (10) days.
- E. The District agrees to pay overtime under the following conditions:
 - 1. Time and one-half will be paid for all hours worked over forty (40) hours in one week.
 - 2. Double time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.
 - 3. Paid leave shall count toward hours worked.
 - 4. Employees called to work will be given a minimum of two (2) hours work.
 - 5. Advance notice of overtime shall be given to the affected employee(s) as soon as possible.
- F. An employee required to perform overtime work or to work on a scheduled day off shall not be required to take time off during the work week for the purpose of offsetting overtime.
- G. Assignment of overtime hours of work will be made according to seniority by job classification or by major job function in Custodian/Grounds/Maintenance, and rotated according to the number of hours of each employee. Employees eligible for additional hours who refuse the assignment will be charged the same number of hours as the employee who worked the hours. If an employee is on pre-approved sick or vacation leave and unable to fulfill the overtime hours they shall not be charged for these hours. The Administration will offer the overtime hours of work to other available employees in the

district employed in the same job classification or major job function in Custodial/Grounds/Maintenance. If this also fails, the Administration may secure substitute employees to perform the required tasks.

On the first day all staff report to work each year, each bargaining unit member on a classification overtime roster shall be listed in order of seniority in that classification and credited with zero (0) hours of overtime.

- H. When working hours are to be reduced, the employee with the least seniority in the job classification or by major job function the affected classification shall incur the first reduction.
- I. Employees shall report at the specified starting time of their shift and shall not leave without permission, until their specified quitting time of their shift (excluding unpaid lunch periods).
- J. Employees who must leave the premises at any time for any reason shall inform their supervisor of the reason for leaving, destination, estimated time of return, and secure the supervisor's permission prior to leaving, providing supervisor is available (excluding unpaid lunch periods).
- K. For all employees, the work hour shall be divided into ten (10) six (6) minute segments. An employee shall be noted as late for work if he/she does not report ready for work at his/her work station at his/her starting time. If an employee reports for work late, six (6) minutes or more after starting time, he/she shall be docked in major segments of 1/10 of an hour.
- L. If an employee is more than thirty (30) minutes tardy without notifying his/her supervisor, his/her supervisor may send him/her home for the balance of the working day, in which event he/she may not receive any pay for that day. Continued tardiness may result in the dismissal of the employee.
- M. Employees will be required to notify their immediate supervisor when they are going to be absent. The immediate supervisor must be notified the night before or in case of emergency, one (1) hour before their regular starting time. Such notification shall not constitute proof of the validity of the absence.
- N. All overtime shall be posted for all the major job functions. Posting of overtime shall be kept up-to-date each pay period and employees will be aware of where the list is posted. The procedure for posting overtime shall be consistent and easily understood by the workforce.
- O. School-term employees shall work one (1) paid day in addition to the scheduled student days and in addition to any days of work specified elsewhere in this Agreement. The District may assign normal work in their classification to employees, or in-service may be

provided. This day shall be specified as the day prior to the teachers first work day, but not attached to the four day Labor Day weekend.

- P. For all classifications the District will give five (5) work day's notice of the initial job bid for the school year. All job bids thereafter, for the year will have three (3) work day's notice of the bid.

Article 10 PAID LEAVES

- A. For members that are granted paid leave that are hired during the school year or members that do not complete the school year, all applicable paid leave time is pro-rated based on the time the member worked or was expected to work during the year.
- B. Full-time employees shall be granted 96 hours "Personal and Family Illness" leave per year, the unused portion of which may accumulate to 720 hours.
- C. School term employees shall be granted six (6) Personal and Family illness days and four (4) personal days per year broken down into hours to the nearest tenth of an hour, the unused portion of which may accumulate to ninety (90) days broken down into hours to the nearest tenth of an hour. One unused personal day may be carried over to the next year. A maximum of five (5) personal days could be available in any year. Unused personal days not carried over shall be added to the employees personal illness bank of days. For this provision, a Personal and Family Illness Leave Day shall be interpreted to be the employee's normal hours of work per day. Only two (2) members of each job classification are allowed to use a personal day on the day prior to or following a Vacation or Holiday as defined in the school calendar.
- D. Year-round employees shall be granted ten (10) sick days per year, the unused portion of which may accumulate to 90 days.
- E. Family and Personal Illness
 - 1. Definition: "Family and Personal Illness" means temporary incapacity to work resulting from sickness or injury; or from pregnancy, childbirth, and recovery from childbirth, serious illness requiring hospitalization or bedside attention by the bargaining unit member for the employees spouse, child, parent, or dependent of the immediate household, or a relative not specified that is covered under FMLA. Additionally, this also includes routine health/wellness doctor visits as well as, childcare if the dependent child's daycare or school is closed due to Act of God or public health emergency.
 - 2. a. The District and Union agree that good attendance is essential to the well-being of the District and its students. To that end, the District and Union will work together to promote consistent attendance for all members and will cooperate in dealing with individual attendance issues.

b. If a bargaining unit member knows in advance that the bargaining unit member will be absent for personal/ family illness, the bargaining unit member must inform the immediate supervisor of the anticipated absence. The District may request a verification by the member's physician of the personal/family illness.

c. The District can request verification of personal/family illness if there is suspected abuse or a pattern of behavior.

- F. Any employee subpoenaed as a witness in a court of law shall be reimbursed that day's wages minus the court paid witness fee. The employee must submit the court payment voucher to receive payment under this provision.
- G. Employees ordered to jury duty, excluding employees who volunteer for jury duty, shall be paid their day's wages and the juror fee paid by the court for jury duty. The employee must submit documentation that details dates of jury duty attendance to receive wages under this provision.
- H. Up to maximum of five (5) paid leave days may be granted for attending the funeral whenever there is a death in the member's immediate family, provided the member is required to be engaged in making necessary arrangements concerning the settlement of the estate or the funeral arrangements. Immediate family shall be interpreted as husband, wife, child, mother, father, brother, sister, and grandchildren." Up to three (3) days may be granted for step people and parents in-laws. In addition, one (1) day per death will be granted for the purpose of attending the funeral of any relative not listed. "Extensions may be granted upon approval by the Superintendent or his designee; if this happens sick days may be used.
- I. In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use his/her sick leave in the same manner as if the injury or illness was not compensable under the Worker's Compensation Law. An employee receiving Worker's Compensation and who elects to use sick leave will sign over the Worker's Compensation check(s) to the District within ten (10) days of receipt. Sick leave will be deducted for any such day on a prorated basis (e.g., two thirds pay received from Worker's Compensation will result in one third sick day deducted from the employee's sick leave bank). If the employee has exhausted his/her accumulation of paid sick leave, the employee will be entitled to receive payment only under Worker's Compensation for the duration of the absence.

An employee injured on the job must file an injury report at the employee's earliest reasonable opportunity. The District reserves the right to require an examination by a Board appointed physician at the Districts expense.

Article 11
LEAVES OF ABSENCE

- A. An employee who, because of illness or injury which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted their sick leave shall be given a leave of absence without pay and without loss of seniority for the duration of such disability, without limitations specified in paragraph H below, provided he/she promptly notifies the District of the necessity thereof and provided further that he/she supplies the District with certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.
- B. Leave of absence without pay and without loss of seniority shall be granted for periods of time not to exceed forty (40) working days for physical or mental illness or prolonged serious illness in the immediate family (as defined in Article 10, A).
- C. Leaves of absence without pay and without loss of seniority shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved education institution.
- D. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child where applicable.
- E. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of the federal law granting such rights.
- F. Leaves of absence without pay and without loss of seniority will be granted to employees who are active in the National Guard or a branch of the armed forces reserves for the purpose of fulfilling their annual field training obligations, providing such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- G. All reasons for leaves of absence shall be in writing stating the reason(s) for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the district for reasons other than those listed above when they are deemed beneficial to the district. Extensions on any leaves of absence may be granted at the discretion of the district.
- H. Any employee on sick leave who has exhausted sick leave provisions and vacation time and is not receiving any compensation shall be considered to be on a leave of absence without pay for a period not to exceed six (6) months. In the event the employee is not mentally or physically able to resume full time normal duties of his/her classification at the end of the six (6) month period, the District may, at its option, extend the leave for a maximum of six (6) additional months contingent on receipt of medical reports from the employee's doctor, or terminate the employee's employment with the district.

- I. In non-emergency situations, five (5) work days prior notice shall be given the district in writing.
- J. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or who does not receive an approved extension, or who accepts other employment while on leave from the district, except as herein provided will be considered to have terminated his/her employment.
- K. The above leaves may be extended upon written application of the employee with advance approval of the expiration date.
- L. An employee returning from a leave of absence in the same school year shall be reinstated to a position of equal hours and in the same classification he/she held when the leave began. At least twenty (20) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work if the leave is sixty (60) working days or more.
- M. Unpaid leaves of absences – The granting of these days will be awarded as follows, subject to the approval of the Superintendent or his/her designee:
 - 1. Need request in writing at least ten (10) days prior to requested first day off work.
 - 2. The availability of substitutes may be a major controlling factor regarding whether or not the employee can be granted unpaid time off in non-emergency situations.
 - 3. Unpaid leaves – deduct time off, up to four (4) days in any given school year, will continue to be approved for cases of emergency, (i.e., death in immediate family, funerals, serious illness in immediate family, personal illness and/or other emergencies, as determined by the Superintendent or designee).
- N. Federal Family Leave Act

Leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with that Act for birth, adoption, placement in their foster care of a child, or for serious medical conditions affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. Any paid insurance the employee currently receives will continue for the duration of the leave not to exceed 12 weeks.

Article 12 DISCIPLINE

- A. Upon completion of his/her probationary period (see Article 21, Subsection C), no employee shall be disciplined or discharged without just cause.

- B. An employee shall be entitled to have a Union representative present at any meeting during which he/she shall be disciplined. Employees shall be notified of the purpose of any such meetings in advance. Notification shall be given to the Union President or Union representative prior to the meeting.
- C. A system of corrective/progressive discipline will be applied to all employees, consisting of the following minimum elements:
1. Verbal and/or written warning (if written, it will be on the form attached as Appendix C and will not be placed in the employee's personnel file).
 2. Written reprimand.
 3. Suspension without pay:
 - a. One Day
 - b. Three Days
 - c. Discharge
- D.
1. When there is just cause due to a severe employee violation, the Administrator may initiate discipline up to and including suspension/discharge at the first step.
 2. In cases of suspension or discharge, the Administrator shall file written charges and shall forward copies of said charges to the employee, the President of the Union, and the Chairperson of the Union Grievance Committee with consent of the individual.
 3. The Union, on behalf of the employee, shall have twenty-four (24) hours beyond the notification of the Union President and Chairperson of the Union Grievance Committee to appeal the suspension/discharge in writing to the Superintendent or his designated agent. The Superintendent will within twenty-four (24) hours schedule a hearing with the Union and said employee on the suspension/discharge. At the end of said hearing, the Superintendent shall reach a decision on the suspension/discharge. If the decision of the Superintendent is not satisfactory to the Union, a meeting will be scheduled with the District within ten (10) work days to act upon the suspension/discharge. The Union, on behalf of the employee, has the right to appeal the District's decision to arbitration if he/she is not satisfied with the decision.
- E. Nothing in this article shall prevent the district from maintaining discipline record in an employee's personnel file except as provided for in Article 13, Personnel Records, Paragraph D.

Article 13
PERSONNEL RECORDS

- A. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file, the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- B. All employees shall have the right to review the contents of their personnel files, with the exception of any confidential information such as letters of recommendation obtained at the time of hiring. The employee may, at his/her request, have a Union representative present at such review. Responsibility for arranging for Union representation rests solely with the Union.
- C. Annually, the Administration shall provide each employee with an accounting of his/her accumulated sick leave, vacation time, and personal leave (for those eligible employees), effective the start of the fiscal year.
- D. Prior verbal warnings and written reprimands which are more than two (2) years old will not be used as a basis for further discipline unless the misconduct is of a recurring nature.

Article 14
JURISDICTION

- A. Administrators, teachers and employees not covered by the terms of this agreement may not perform bargaining unit work except for the purpose of instructional training, or in cases of emergency, providing that the Director of Operations and the Food Service Manager may perform such duties which they have performed in the past, providing there is not discrimination against the employees covered by this agreement.

During the term of this Agreement, the Employer shall not utilize the services of the Director of Operations and/or Food Service Manager to cause the lay off or reduction in hours of a bargaining unit member. The Director of Operations shall not be assigned bargaining unit work as a regular part of his/her daily routine.

- B. All projects or new equipment desired must be approved by the Superintendent or the Superintendent's designee.

Article 15
TRAINING AND EDUCATION

- A. When an employee is sent by the Administration to job related training programs or courses, the costs of tuition, books, and supplies related to such training shall be paid by the District. Employees shall receive regular hourly pay for attendance required during working hours.
- B. For those out-of-town programs, conferences, courses, or workshops which the employee must attend at the direction of the Administration, the employee's expenses pursuant to attendance shall be paid by the District. Attendance during working hours at out-of-town conferences shall not cause the employee to suffer loss of pay or benefits.
- C. Payment of expenses incurred by the District pursuant to this Article shall be subject to itemization (i.e., receipts), and subject to per diem reimbursement rates established by the District.

Concern by all members:

Training in appropriate areas as needed. Example: However, not limited to:

Paraprofessionals: Instruction in Special Needs Students
 CPR
 Crisis Prevention Intervention
 Classroom Discipline
 Reading Instruction
 Math Instruction

C/G/M: Operation of Machinery
 Products and Safety
 OSHA Rules

Food Service: Operation and Equipment
 Products and Safety
 OSHA Rules
 Health Department Updates

Article 16
EQUIPMENT AND CLOTHING

- A. Employees working in areas where there is a danger of head injury from impact or from falling or flying objects, or from electrical shock and burns, shall be required to wear

protective helmets. Only those protective helmets approved by the Director of Operations shall be worn by an employee. Protective helmets shall be provided by the District.

- B. Employees shall be required to wear eye and face protection when machines or other operations present potential eye or face injury from physical, chemical, or radiation agents. Only eye and face protection approved by the Director of Operations shall be worn by an employee. Protective glasses, goggles, face shields and gloves will be furnished by the District.
- C. The District will not provide safety glasses which require optical correction.
- D. The District will provide rain suits (coat and pants) as needed for use by Custodial / Grounds & Maintenance workers required to work outside.
- E. Paraprofessionals assigned to monitor the playground shall receive their own safety vest.
- F. The District will provide aprons, smocks or other protective clothing where necessary to the job (cafeteria, feeding special needs students, etc.).
- G. Employees will be entitled to the following clothing specific to their job each school year:
 - 1. Custodians and Food Service will receive a \$100 allowance towards work-appropriate shoes. Original receipts must be submitted and approved by the supervisor prior to reimbursement.
 - 2. Paraprofessionals will receive a staff shirt provided by the District.
 - 3. Custodians will be provided a jacket by the District.

Article 17
SAFETY

- A. The District will take measures to provide safe working conditions in order to prevent or eliminate any hazards which the employees may encounter in their places of work, in accordance with the provisions of state and local regulations (e.g., OSHA, MIOSHA, etc.).
- B. The employee will be expected to immediately inform the District in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions, or equipment. The District upon notification of an alleged unsafe condition, shall investigate such condition, and shall be expected to make adjustments in such condition if, in the District's investigation, the alleged unsafe condition is found to be a hazard to the employee.

- C. To the extent possible, lawn mowing and snow removal will be carried out when at least one other employee is on duty in the same area. If any employee is sent out alone he will have a two-way radio if he is using machinery to complete the above two tasks.

Article 18
NEW JOBS

- A. When new jobs which fall in the scope of this Agreement are created and placed in operation during the term of this Agreement and they cannot, in the determination of the Superintendent, be properly placed in an existing classification, the District shall place into effect a new classification and a rate of pay, similar to that of other jobs in substantially similar classifications, for the job in question, and he shall designate the classification and rate of pay as temporary. The District shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such jobs.
- B. The new classification and rate of pay shall be considered to be temporary for a period of twenty (20) work days following the date of written notice to the Union. During this twenty (20) day period, but not thereafter during the life of this Agreement, the Union may request in writing to the District to negotiate the pay rate of the classification. Negotiations shall commence within a timely period following the Union's notice of its desire to negotiate pursuant to this provision. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time or as a result of final negotiations, the new classification shall be added to and become a part of Article 21 (Seniority, Layoff and Recall), paragraph E. The rate of pay shall likewise become a part of Article 28 (Wages), paragraph B.
- C. New jobs shall be posted as provided in Vacancies and Transfers, Article 18. Personnel (bargaining unit members) currently employed by the District may apply for any new job; however, the District may hire a new employee for any newly created job, if no existing employee (bargaining unit member) has the qualification required for this position. Persons unable to fulfill this criteria will be considered unqualified for the position and the position will be awarded to the next qualified person, holding the greatest seniority, who signed the original position. An employee on a leave of absence is not eligible to bid on a vacant position unless the employee will be available to assume the position on the start date of the position. The District is not obliged to allow a bargaining unit member to hold two positions at the same time when the district feels that the two positions may be in conflict with each other.
- D. When a new job is filled by an existing employee in the District, it is agreed that the temporary or probationary period shall be as set forth in paragraph B, supra, and in Article 20, paragraph F.

- E. When a new job is filled by a new employee hired from outside the District, it is agreed that the temporary or probationary period shall be the same as in Article 21, Seniority, Lay Off, and Recall, Subsection C.

Article 19
CONTRACTING AND SUBCONTRACTING

- A. The right of contracting or subcontracting is vested solely in the District.
- B. Management supports the position that if Union members under the regular contract can produce work at less cost to the district than a subcontractor, whether it is regular hours or overtime hours, the work shall be scheduled for regular employees if time and conditions permit and regular employees are capable of producing comparable quality of work.
- C. The District is allowed to obtain competitive bids for services.

Article 20
VACANCIES, TRANSFERS, AND TEMPORARY VACANCIES/TRANSFERS

- A. A vacancy shall be defined as a newly created position within the bargaining unit or a present position that is not filled due to retirement, severance, or termination.
 - 1. If the scheduled hours of a current position increases or decreases by thirty (30) minutes or more, it shall become a newly created position, provided the increase or decrease is expected to continue for at least six (6) weeks.
 - 2. If the assigned area or assigned duties of any bargaining unit member changes it shall become a newly created position, provided the increase or decrease is expected to continue for at least six (6) weeks.
 - 3. A bargaining unit member shall have the right to bump into a position held by a less senior member if his/her current position becomes a newly created position due to the changes described in 1. and/or 2. immediately above.
 - 4. When a vacancy occurs as described in A, (1), (2), or (3) above, a job selection meeting of employees in that classification will be held. Members of the classification will receive written notice of this meeting no later than seventy-two (72) hours before the meeting is held. In this instance, interested parties must attend the job selection meeting to be considered for the position, unless absent due to illness or bereavement. If an employee is not interested in changing his/her position, he/she need do nothing. The most senior employee applying for the vacancy shall be granted the job if he/she meets the minimum requirements. When an internal candidate filling a vacancy creates a new vacancy, the most senior candidate desiring this position will be granted the job if he/she meets the minimum

requirements for the position. This process will continue until all positions are filled or until only one position remains and on which no MESPA member has bid. This position shall be posted the day after the job selection meeting, both internally and externally. Minimum job expectations will be included in the job postings. This policy will apply to classifications equally and shall take precedence over all other bumping/job selection procedures if the criteria of A, (1), (2), and (3) above are met, with the exception of temporary vacancies as defined under Article 20, Paragraph B. There will be no additional pay for attending a job selection meeting.

The parties agree that the District has a period of twenty (20) working days to determine if a vacancy is going to be filled.

All new jobs following a job bid will begin on the first day of a new pay period.

B. A temporary vacancy shall be defined as an absence of a regular employee on a leave of a known duration of at least twenty (20) work days.

1. Temporary vacancies will be posted internally for five (5) days. This internal posting shall be available for those employees within the specific employee classification. These classifications are paraprofessionals, custodians, grounds and maintenance, and food service. The position of an employee who is awarded a temporary vacancy may be filled with a substitute at the discretion of the District. Upon return of an absent employee, the person filling the temporary vacancy shall be returned to his/her former position if it is still in existence.
2. All temporary vacant positions end as of August 1st of each school year.
3. In the event that the District chooses not to fill a position or any portion of the position, the Union will be notified in writing within the twenty (20) day period provided for above.
4. Because of the specific needs of consistency and stability required by certain students, one-on-one special education paraprofessionals may not apply for temporary vacancies that occur during the school year.

C. Vacancies within the bargaining unit shall be posted for a period of five (5) work days prior to filling the position. The Employer shall notify school term employees of vacancies occurring during the summer months (June, July, August) when requested. The following format will be used to advertise vacant positions.

1. Type of Work
2. Place of Work
3. Starting Date
4. Rate of Pay
5. Hours to be Worked
6. Classification or Major Job Function

- D. The District reserves the right to determine the criteria for filling any vacancy. The District agrees to consider the qualifications and experience of current employees for any reason. In determining qualifications for any position, the District agrees to review with the Union any testing and/or questioning procedures used to ensure that all applicants are given equal consideration except that written tests and/or questions shall not be physically released to the Union. An employee on a leave of absence is not eligible to bid on a vacant position unless the employee will be available to assume the position on the start date of the position.
1. The Union recognizes that certain un-requested transfers may be necessary. At least five (5) work days prior to any un-requested transfer the District agrees to notify the employee(s) to be transferred and present the reasons for the transfer in writing.
 2. Such transfers, when involving more than one person, may only be accomplished with mutual consent of the second employee involved.
 3. Transfers may not be made for disciplinary reasons or to cover the failure of an employee to do his/her assigned job responsibility satisfactorily.
 4. Any employee temporarily transferred from his/her classification to another classification within the bargaining unit shall be paid either the rate of the position from which he is transferred or the rate of the position to which he/she is transferred, whichever is higher.
 5. Temporary transfers shall be for a period of no longer than twenty (20) work days, except in the event that both parties mutually agree to an extension of the twenty (20) work day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the twenty (20) work day time period, the position shall then be considered an open position and posted for bidding from interested employees.
- E. Personnel who request a transfer must put the reasons for such transfer in writing. The District is under no obligation to create a new position to accommodate a requested transfer.
- F. When voluntarily transferring or advancing to higher classification, employees shall retain their existing rate for a working trial period of not more than thirty (30) working days, at the completion of which they shall receive the appropriate rate for the higher classification, retroactive to the time of such promotion. Should an employee voluntarily transfer into a lower classification, he/she will be paid at the rate of the lower classification for all time spent in that classification. If during the trial period, the employee's work is unsatisfactorily he/she shall be reinstated in his/her previous position.

Article 21
SENIORITY, LAYOFF AND RECALL

- A. Seniority shall be defined as the length of unbroken continuous service within the district and within each job classification or major job function of Custodial/Grounds/Maintenance as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual employee has the same starting date of work, ties on the seniority list shall be broken by the date of the application for work. If a tie still exists, the position on the seniority list shall be determined by a drawing.
- B. An employee shall lose all seniority should he/she: retire, resign, or be discharged for Just Cause.
- C. A new employee shall be considered to be probationary until he/she has completed 90 calendar days of service in the District. At the District's discretion, an employee's probationary period may be extended an additional ten (10) working days. The extension of an employee's probationary period shall not be subject to the Grievance Procedure. Probationary employees shall be evaluated twice by their immediate supervisor during their probation. Areas identified by the supervisor as being less than satisfactory must be accompanied by recommendations and suggestions for the employee to improve job performance.
- D. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- E. All employees shall hold multiple seniority dates. These shall reflect his/her initial date of hire by the District and classification change or permanent change in a major job function of Custodial/Grounds/Maintenance. For the purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments:
- Food Service
 - Paraprofessional
 - Custodial/Grounds/Maintenance (Major Job Function Custodial)
 - Custodial/Grounds/Maintenance (Major Job Function Grounds/Maintenance)
- F. Employees currently in these classifications will be grandfathered and will not be required to pass the District's competency tests for these positions. Employees who transfer to another job classification shall retain seniority in their initial classification or major job function of Custodial/Grounds/Maintenance and shall begin accruing seniority in the new classification from the date of transfer. In the event of layoff, any employee so transferred who may be subject to layoff may transfer back to his/her original job classification or major job function of Custodial/Grounds/Maintenance provided either a position is open, or a less senior employee can be "bumped".

- G. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees, and then the least senior employees within each job classification or major job function in Custodial/Grounds/Maintenance. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly created position.
- H. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, within their own job classification or major job function in Custodial/Grounds/Maintenance.
- I. Notice of recall shall be sent by certified mail to the individual's last known address. If the individual does not report to work within ten (10) work days of receipt of this notice, he/she shall be considered to be a voluntary quit.
- J. Employees on layoff shall accrue no seniority, but shall have their seniority frozen. Fringe benefits shall not be provided to any laid off employees.
- K. In the event of a reduction in the work hours in a classification or major job function of Custodial/Grounds/Maintenance, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification seniority than the employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the Employer gives ten (10) work days written notice to the affected employee(s).
- L. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within twenty (20) working days after the effective date of this Agreement and annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union. If no challenge is presented within ten (10) work days the list shall be deemed accurate. The District will provide notice to the Union of employees who are newly hired, including classification.
- M. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees that are currently enrolled in benefits may elect to continue their current benefits by paying the COBRA premium rate for such benefits to the Employer within rules and regulations of the carrier and the law.
- N. Laid-off employees shall be recalled by classification or major job function of Custodial/Grounds/Maintenance in reverse order of layoff to a position for which they are qualified. Any non-probationary employee who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification.

- O. Should the District determine the need for the closing of a school building, those affected employees may bump an employee in the same job classification or major job function of Custodial/Grounds/Maintenance who may work more hours and have less seniority in another building, provided the employee is capable of performing the duties necessary for the normal and efficient operation of the classification bumped.
- P. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two years shall lose his/her seniority and any further rights under this Agreement.
- Q. There shall be no “bumping” across job classification or major job function in Custodial/Grounds/Maintenance, except as provided in paragraph F, supra.
- R. If a shift is split, then the affected employee will have the right to bump into a straight shift on the basis of seniority.

**Article 22
HOLIDAYS**

- A. All full-time (30 Hours per Week/52 Weeks per Year) employees shall be paid for the following holidays, provided the holiday falls on a work day. When the holiday falls on Saturday or Sunday for Christmas, New Year’s, or the Fourth of July, then either the Friday or the Monday will be observed as the holiday, providing school is not in session.

Labor Day	New Year’s Eve Day
Thanksgiving Day	New Year’s Day
Day After Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	Fourth of July

- B. Year round employees shall be paid for the following holidays: Good Friday, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve Day Christmas Day, and New Year’s Day.
- C. School term employees shall be paid for the following holidays: Good Friday, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.
- D. To qualify for holiday pay, the employee must work the scheduled work day prior to and scheduled work day following the holiday. An employee on vacation on any of the above holidays shall be paid regular pay and the same number of daily hours worked per day for the holiday.
- E. Employees who do not satisfy the criteria outlined in Article 22, D. due to emergency personal and family illness or death in the immediate family (as specified in this

Agreement), shall receive holiday pay. The employer may request verification in writing from a doctor of any such illness.

Article 23 VACATIONS

- A. All full-time (30 Hours/Week and 52 Weeks/Year) employees covered by this agreement shall be eligible for paid vacations. Those employees **hired before December 1, 2015** shall be granted paid vacations according to the following schedule:
1. Completion of one (1) year of service: Fifty-six (56) working hours paid vacation.
 2. Completion of two (2) years of service: One-hundred twelve (112) working hours paid vacation.
 3. Completion of five (5) years of service: One-hundred thirty-six (136) working hours of paid vacation.
 4. Completion of eight (8) years of service: One-hundred fifty-two (152) working hours of paid vacation.
 5. Completion of twelve (12) years of service: One-hundred sixty-four (164) working hours of paid vacation.
 6. Completion of fifteen (15) years of service: One-hundred seventy-six (176) working hours of paid vacation.
- B. All full-time (30 Hours/Week and 52 Weeks/Year) employees **hired on or after December 1, 2015** shall be granted paid vacations according to the following schedule:
1. At the start of one (1) year of service: Fifty-six (56) working hours paid vacation.
 2. At the start of two (2) years of service: One-hundred twelve (112) working hours paid vacation.
 3. At the start of five (5) years of service: One-hundred thirty-six (136) working hours of paid vacation.
 4. At the start of eight (8) years of service: One-hundred fifty-two (152) working hours of paid vacation.
 5. At the start of twelve (12) years of service: One-hundred sixty-four (164) working hours of paid vacation.
 6. At the start of fifteen (15) years of service: One-hundred seventy-six (176) working hours of paid vacation.
- C. Full-time/Full-Year employees who retain 75-100% of their sick time allocated between July 1st and June 30th of each school year will accumulate 1 Merit Day the following year. Employees who retain 50-74% of their sick time allocated between July 1st and June 30th of each school year will accumulate .5 Merit Day the following year. Merit Days will be treated the same as vacation days. Employees must be hired no later than the first day of the second semester to be eligible for Merit Days. Merit Days will be based on the amount of hours at the last job selection. Unused Merit Days will roll over into Vacation Days the following year.

- D. Vacation for employees hired after July 1 will be prorated. (Ex: If hired on January 1st, the employee will receive 50% of the year one vacation days which would be twenty-eight (28) hours of paid vacation.)
- E. All year round employees shall be granted eight (8) vacation days per year, broken down into hours rounded off to the nearest tenth of an hour for fractions of an hour. For this provision a vacation day shall be interpreted to be the employee's normal hours of work per day.
 - 1. Employees who retain 75-100% of their sick time allocated between July 1st and June 30th of each school year will accumulate 1 Merit Day the following year. Employees who retain 50-74% of their sick time allocated between July 1st and June 30th of each school year will accumulate .5 Merit Day the following year. Merit Days will be treated the same as vacation days. Employees must be hired no later than the first day of the second semester to be eligible for Merit Days. Merit Days will be based on the amount of hours at the last job selection. Unused Merit Days will roll over into Vacation Days the following year.
- F. Full-Time/Full-Year and Year-Round Employees: To be eligible for vacation, an employee must have worked eight-five percent (85%) of his/her regularly scheduled working hours for the year ending on June 30. Extended illness or Worker's Compensation hours are not considered regularly scheduled working hours for computation purposes. For this provision "extended illness" shall be interpreted to be any period in excess of ten (10) work days of consecutive absence.
- G. Full-Time/Full-Year and Year-Round Employees: Vacation time shall be computed monthly from the date of hire to the following July 1, for the first year of employment, then July 1 to June 30 each year so long as the individual remains in the employ of the District. Any employee may carry over up to fifteen (15) unused vacation days into the following fiscal year.
- H. Vacation time must be scheduled and approved by the District in order to assure proper scheduling. Requests for vacation time must be made, in writing, at least forty-eight (48) hours in advance of the requested vacation time. If the need for the vacation time is of such an urgent nature that application in writing is not practical, verbal approval by the supervisor will be sufficient and the written request will be submitted by the employee upon return from vacation time.
- I. Employees shall be permitted to choose either a split or continuous vacation.
- J. In the event that a conflict arises within a classification in the requested vacation periods, the employee who first applied for the vacation shall be granted vacation time. If the dates of application are identical, the employee with greatest seniority within the classification shall be granted the vacation time.

- K. Any employee with at least nine (9) months of employment with the District who quits or retires shall receive payment for his/her credited vacation days.
- L. Any employee with his/her probation completed, who dies while in the employ of the school district shall there upon have paid to his/her estate any accumulated pay for credited vacation days.
- M.
 - 1. All vacation time currently received by MESPA members will be recorded as vacation time earned /accumulated as of May 17, 2010.
 - 2. If a MESPA member makes a new job/position selection in accordance with the current Master Agreement a deduction/accumulation of vacation/sick time may occur to the member's accumulated total immediately.
 - a. If the member's vacation/sick accumulation total moves to a negative accumulation of time, the district will immediately reconcile the accumulation.
 - b. Once an accumulated sick/vacation time accumulation is at zero, it will remain at zero until the employee earns time the following school year or transfers to a position with a higher earning of vacation/sick time.
 - c. Employees that move from full-time/full-year status to school-term or year-round status, whether voluntary or involuntary, will earn a pro-rated portion of their vacation/sick time based on the number of days employed in the full-time/full-year position. The pro-rated days will be awarded at the beginning of the fiscal year following the year the time was earned. Employees would also be granted vacation/sick time for the school-term or year-round position that would be prorated based on the number of days scheduled to work in the new assignment for the balance of the school year.
 - 3. Employees that move from school-term or year-round status to full-time/full-year status, whether voluntary or involuntary, will earn vacation time use the following fiscal year according to the vacation schedule in Article 23, A. and B.
 - 4. Year-round and school-term employees will be granted their vacation/sick time on the day of their selection/employment.
 - 5. It is the employee's responsibility to manage their vacation/sick leave account and any errors should be reported to the administration upon discovery.
 - 6. If hired no later than the 1st day of the 2nd semester of the school year, then full-time employees will move to their 2nd year of service for computing vacation for the second step of vacation time earnings.

Article 24
PARAPROFESSIONALS

- A. The District and the instructional paraprofessionals shall form a committee in order to compose/maintain a handbook for the instructional paraprofessionals. Input into the development and revisions of this handbook will be welcomed from all those involved in the learning/teaching process. Membership on this committee is voluntary and no additional compensation will be granted. At the request of the Union or the District, an update meeting will take place annually. Any distribution of such handbooks will be signed by members only to indicate that they received a copy of the current handbook.
- B. Paraprofessionals will have a job bid meeting on the first Professional Development Day of the new school year. All positions will be considered open for the first job bid meeting.
1. A description of duties, including the assigned building, grade level(s), and subject(s), special needs of the student(s) to be serviced, toileting duties, lifting requirements, wheel chair bound student needs, equipment needs, other medical needs, and necessary training(s) required for the position if the District know the information prior to the job bid when applicable will be available three (3) school days prior to the job selection meeting. This information will be distributed through email during the summer months.
 2. No paraprofessional may switch positions during the school year except in the case of an open position (a vacancy, new position, or transfer of a paraprofessional).
 3. A paraprofessional wishing to be considered for a new position must be qualified for the position at the time that the position is open. A paraprofessional may give written notice of interest to the Administration for the purpose of determination of qualification and/or interview when an opening occurs.

The District will hold a meeting with all paraprofessionals as soon as possible after the posting requirements are met as describe in Article 20, Paragraph A., 4, but no later than fifteen (15) working days from close of posting period. All paraprofessionals shall be notified of this meeting in writing. Paraprofessionals will not receive any additional pay for attending this meeting after the start of the school year.

Selection Process-Before School Starts-Annual Procedure

Top seniority paraprofessional has first choice of position, then number two paraprofessional, and so on until all paraprofessionals have made their selection of positions by seniority.

Selection Process-After School Starts

Top seniority paraprofessional has first choice to taking open positions, then number two seniority paraprofessional and so on until open position(s) is/are filled. Whenever a

paraprofessional on the seniority list picks the open position, that paraprofessional's position will be offered to the next lower seniority paraprofessional and so on until all changes are made.

- C. No paraprofessional shall suffer a decrease in wages due to an involuntary position change for twenty (20) work days. When there is an involuntary (not controlled by the District; such as, but not limited to, a student leaving the District) position change which meets the criteria in Article 20 A. 1. and/or 2. of this agreement, the paraprofessional(s) affected are guaranteed no decrease in wages for twenty (20) work days. Only those employees directly impacted by the involuntary change shall be guaranteed no decrease in wages. The process and procedures in Article 20 A. 1, 2, 3, and 4 of the agreement shall be followed.
- D. No paraprofessional will lose time on conference days or professional development days. An employee is not compelled to attend, but is strongly encouraged to participate in training that will make him/her a more skilled employee. Employees will be compensated for these days at their regular rate of pay for the number of hours of the professional development. Employees who participate in this professional development will commit to participation in the full day of training. Employees shall not be allowed to use a compensated day of absence on these professional development days unless pre-approved by supervisor.
- E. The District will make an effort to equalize the ratio of outside paraprofessionals to students at the elementary buildings per the Safe Schools Training Modules.
- F. A paraprofessional shall request an adult witness when performing a medical procedure of a personal nature such as toileting, showering and diapering.

Article 25

CUSTODIAL MAJOR JOB FUNCTION

- A. The District shall provide substitute employees in this classification training on equipment and procedures used by the custodial staff to the extent possible.
- B. All custodial positions will be posted annually. A meeting will be held prior to May 15 for the purpose of selecting positions for the following year. Positions will be selected on a seniority basis (the most senior selecting first, then next senior selecting second) until all positions have been filled. The job assignments will begin first (1st) day of summer schedule.
- C. Information relative to opportunities for "school term" employees to work in summer positions will be made known on or about May 15.
- D. Until the expiration of this contract, the District will maintain the four (4) full-time full-year and one (1) year-round custodial positions.

Article 26
FOOD SERVICE

- A. Food service employees will be required to wear appropriate clothing.
- B. On conference and Professional Development days, the food service staff will not lose any pay. They may come in and work in the kitchens.
- C. Positions in the Food Service classification will be chosen annually by seniority, approximately two weeks before school begins.
- D. Upgrade one “Assistant Cook” to “Cook” in each satellite kitchen.
- E. Assignments of catering shall be made according to seniority and rotated according to the amount of hours of each food service employee. Food Service employees that are eligible for catering hours and refuse will be charged the same number of hours as the food service employee who accepted the catering, except for employees that are preapproved vacation days or sick leave. To be eligible for this waiver, vacation time must be approved in writing by the Food Service Manager prior to the posting of the catering job. If catering notice is less than 24 hours employees that work the job will be paid time and a half.

Article 27
MAINTENANCE AND GROUNDS MAJOR JOB FUNCTION

- A. The District agrees to provide laundered coveralls as needed to personnel in the following classifications: Custodial/Grounds/Maintenance with the exception of the Custodial employees.
- B. The District will provide schedules for ball-field preparation and lawn mowing at the beginning of each respective season. Schedules developed are subject to change.
- C. The District agrees to reimburse each maintenance or grounds employee, excluding temporary and summer jobs, up to one hundred fifty (\$150) dollars for one pair of appropriate shoes, boots, or work jacket every year. In order for maintenance / grounds employee to receive reimbursement under this section, they must provide the Supervisor with an original receipt for the purchase within 45 days of purchase before payment will be made.
- D. Any person in this classification who is called in “early” or for an “emergency” (e.g., weather, or mechanical problem) two and a half hours or more prior to the start of his/her shift shall be given a thirty (30) minute paid break.

**Article 28
WAGES and INSURANCE**

- A. For the purposes of advancement on the Salary Schedule, an employee hired into a new job classification after July 1, 2009, must begin their initial year of employment in that classification no later than the first day of the second semester to advance to Step Two of the salary schedule the next fiscal year. Salary Step changes will be made only at the beginning of a fiscal year.
- B. For the 2021-2022, 2022-2023 and the 2023-2024 school years the following lump sum payments will be made at the end of each fiscal year to employees that are in the following job classification and years of service with the District in applicable classification:

LONGEVITY - WAGE SCHEDULE 2021-2024				
Year	PARAPRO	COOKS/ASST COOKS	CUSTODIAN	
11	\$ 325	\$ 325	\$	675
12	\$ 325	\$ 325	\$	675
13	\$ 325	\$ 325	\$	675
14	\$ 325	\$ 325	\$	675
16+	\$ 325	\$ 325	\$	675

MERIDIAN EDUCATIONAL SUPPORT PERSONNEL 2021-2024 WAGE SCHEDULES

FOOD SERVICE WAGES SCHEDULE 2021-2022		
STEP	COOK	ASSISTANT COOK
1	\$10.56	\$10.05
2	\$10.85	\$10.35
3	\$11.16	\$10.66
4	\$11.46	\$10.95
5	\$11.76	\$11.26
6	\$12.07	\$11.57
7	\$12.36	\$11.85
8	\$12.67	\$12.17
9	\$13.05	\$12.54
10	\$13.44	\$12.91
15	\$13.84	\$13.30

FOOD SERVICE WAGES SCHEDULE 2022-2023		
STEP	COOK	ASSISTANT COOK
1	\$10.66	\$10.15
2	\$10.96	\$10.45
3	\$11.27	\$10.76
4	\$11.57	\$11.06
5	\$11.88	\$11.37
6	\$12.19	\$11.68
7	\$12.48	\$11.97
8	\$12.80	\$12.29
9	\$13.31	\$12.79
10	\$13.71	\$13.17
15	\$14.12	\$13.57

MERIDIAN EDUCATIONAL SUPPORT PERSONNEL 2021-2024 WAGE SCHEDULES

FOOD SERVICE WAGES SCHEDULE 2023-2024		
STEP	COOK	ASSISTANT COOK
1	\$10.77	\$10.25
2	\$11.07	\$10.56
3	\$11.39	\$10.87
4	\$11.69	\$11.17
5	\$12.00	\$11.49
6	\$12.31	\$11.80
7	\$12.61	\$12.09
8	\$12.93	\$12.41
9	\$13.58	\$13.04
10	\$13.98	\$13.44
15	\$14.40	\$13.84

CUSTODIAN / GROUNDS / MAINTENANCE WAGE SCHEDULE 2021-2022		
STEP	CUSTODIAN	GROUNDS & MAINTENANCE
1	\$12.97	\$15.13
2	\$13.38	\$15.56
3	\$13.78	\$15.98
4	\$14.17	\$16.39
5	\$14.59	\$16.81
6	\$14.99	\$17.17
7	\$15.40	\$17.51
8	\$15.80	\$17.69
9	\$16.20	\$17.86
10	\$17.05	\$18.43
15	\$17.60	\$18.75

CUSTODIAN / GROUNDS / MAINTENANCE WAGE SCHEDULE 2022-2023		
STEP	CUSTODIAN	GROUNDS & MAINTENANCE
1	\$12.97	\$15.13
2	\$13.38	\$15.56
3	\$13.78	\$15.98
4	\$14.17	\$16.39
5	\$14.59	\$16.81
6	\$14.99	\$17.17
7	\$15.40	\$17.51
8	\$15.80	\$17.69
9	\$16.20	\$17.86
10	\$17.31	\$18.43
15	\$17.60	\$18.75

CUSTODIAN / GROUNDS / MAINTENANCE WAGE SCHEDULE 2023-2024		
STEP	CUSTODIAN	GROUNDS & MAINTENANCE
1	\$12.97	\$15.13
2	\$13.38	\$15.56
3	\$13.78	\$15.98
4	\$14.17	\$16.39
5	\$14.59	\$16.81
6	\$14.99	\$17.17
7	\$15.40	\$17.51
8	\$15.80	\$17.69
9	\$16.20	\$17.86
10	\$17.57	\$18.43
15	\$17.83	\$18.75

MERIDIAN EDUCATIONAL SUPPORT PERSONNEL 2021-2024 WAGE SCHEDULES

PARAPROFESSIONAL WAGE SCHEDULE 2021-2022		PARAPROFESSIONAL WAGE SCHEDULE 2022-2023		PARAPROFESSIONAL WAGE SCHEDULE 2023-2024	
STEP	PARA	STEP	PARA	STEP	PARA
1	\$12.18	1	\$12.36	1	\$12.49
2	\$12.42	2	\$12.61	2	\$12.74
3	\$13.08	3	\$13.28	3	\$13.41
4	\$13.34	4	\$13.54	4	\$13.68
5	\$13.61	5	\$13.81	5	\$13.95
6	\$14.02	6	\$14.23	6	\$14.37
7	\$14.44	7	\$14.66	7	\$14.81
8	\$14.73	8	\$14.95	8	\$15.10
9	\$15.03	9	\$15.25	9	\$15.40
10	\$15.33	10	\$15.56	10	\$15.71
15+	\$15.63	15+	\$15.87	15+	\$16.03

*Any Paraprofessional position that requires catheterization will receive an additional \$0.50 per hour.

Note: Paraprofessionals will remain on 2020-2021 step for the 2021-2022 school year. In years 2022-2023 & 2023-2024 they shall move a step.

- C. Temporary Summer Jobs – Painters and Grounds: will be posted for MESPA employees to select each spring as needed (See Appendix A Letter of Understanding 9/8/98 re: Temporary Summer Jobs). Job assignments will be based on seniority and previous experience in each position. These positions will be offered first to any laid-off employee at their regular rate of pay. If the laid-off employee refuses the job, then the pay rates below shall be offered:

SUMMER WAGE SCHEDULE 2021-2024	
STEP	2021-2024
1	\$ 10.50
2	\$ 10.75
3	\$ 11.00
4	\$ 11.25

NOTE: Step equals 400 Hours.

- D. Summer Crew Leader includes Custodial staff (including Paint Crew) and Food Service

Summer Program will be paid a premium of \$0.75 more per hour. If the Summer Crew Leader is absent for vacation they will not receive wage premium above. Sick time is to be paid at that rate during the time in which the person is the Summer Crew Leader, provided that sick time does not exceed five (5) consecutive working days. If sick days exceed five (5) consecutive working days, then the employee is paid at their regular rate of pay. If the Summer Crew Leader has a known absence a substitute may be offered the position by the supervisor based upon seniority until the Summer Crew Leader returns to the position.

- E. The District agrees to make available health insurance benefits including dental, vision, LTD, STD, and Life insurance at the district's group rate for all members choosing to purchase their own insurance coverage. The employee must meet eligibility conditions under the District's benefit plan. Members will be able to purchase these insurance options through a payroll deduction election on these benefits.

HEALTH INSURANCE

1. Hospital/Medical Insurance shall be offered to Union Members that qualify per the Federal Affordable Care Act. The health insurance plan will be chosen by the District.
 2. The members co-pay shall be calculated as follows for the 2021-2024 School year:
 - a. 130 hours x IRS Applicable Percentage x Employee Hourly Rate of Pay x 12 months.
 - b. Those full time members who are electing for coverage greater than single subscriber will be responsible for the additional costs of the insurance.
 3. Premiums for benefits to be paid by the member must be payroll deducted. These amounts will be deducted over 18 pays for School Term Employees and 24 pays beginning in October. If the member has zero hours worked the number of pays may be adjusted. The member will be informed of these adjustments.
- F. To be eligible for insurance benefits the member must be actively employed or on a paid sick leave and/or approved Family Medical Leave Act (FMLA). Active employment shall mean the employee is fulfilling his/her assignment and working the hours expected.
 - G. Members working less than 6 hours per day and 30 hours per week may be eligible for health insurance. The member may enroll in coverage if they have a qualifying event or during the open enrollment period. The entire premium will be the employee's responsibility and shall be at no cost to the district.

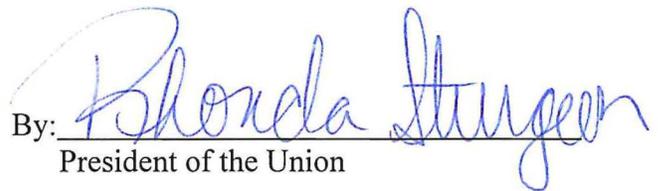
- H. Members newly hired by the District that qualify for an offer of insurance shall be eligible for insurance 90 days after the first day worked, upon acceptance of written application by the health insurance carriers.
- I. Changes in family status shall be reported in writing by the member to the Business Office within thirty (30) days of such change. The member shall be responsible for any overpayment of premiums made by the District in his/her behalf for failure to comply with this paragraph.
- J. The District shall provide the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policy holder.
- K. The District shall make timely payment of insurance premiums for all persons to assure coverage for the full twelve-month period commencing October 1, and ending September 30 if the employee is returning the next school year. In the case of severance these payments shall terminate as of the date of severance and 100% of all premium co-pays for the period beyond the date of severance or retirement shall be waived or refunded to the employee.
- L. The open enrollment period shall be established by the District and follow the terms provided in the District's 125 Plan. The plan year is from January to December annually. The current open enrollment period is from October 15th to November 15th. Employees that do not elect Health Care Insurance during the open enrollment period may only enroll during the year if they have a qualifying event. They will be asked to provide proof of the event.
- M. Members who are eligible for the District paid health care insurance contributions under this Agreement may take a written waiver of coverage and instead elect to receive cash-in lieu of health benefits (less applicable taxes). Members who do not elect health care insurance will receive \$1,500 cash in lieu payment. The employee must make the election by November 15th.
- N. All MESPA members will use Direct Deposit through payroll.
- O. The Union and District will set up a Worker's Compensation Committee made up of three (3) Union members and three (3) District committee members to assess the current District provided Worker's Compensation Insurance Plan. The committee will be formed and shall evaluate the current plan every 5 years thereafter.

Article 29
DURATION OF AGREEMENT

- A. This agreement shall remain in full force and effect until June 30, 2024. Either party may terminate this Agreement as of June 30, 2024 by giving written notice to the other party on or before March 1, 2024. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination is given on or before March 1 on any subsequent contract anniversary date.

In witness thereof, the parties have executed this Agreement by their duly authorized representatives the day and year first written above.

By: 
President of the Board of Education

By: 
President of the Union

Date: 7/1/2021

Date: 6-30-2021

APPENDIX A

The process of filling Temporary Summer Jobs in the Meridian Public Schools will be as follows:

1. The District will notify the President of MESPA by April 15th annually, in writing, how many summer employees in each job will be needed for the upcoming summer.
2. The District will contact all individuals employed the previous summer in temporary summer jobs, by mail, prior to April 30th, to determine which individuals plan to return for the upcoming summer. Deadline for response from the previous year's employees will be May 15th. If a reduction in staff for temporary summer jobs occurs, non-MESPA members wishing to return from the previous summer will be released before any returning MESPA member who has indicated a desire to return will be released.
3. Any individual who is not a MESPA member, and has been employed in a temporary summer job due to the failure of MESPA members to sign for posted vacancies, will be allowed to continue to fill that position until such time as they resign, they are not offered a position due to a reduction in the summer work force, or their work is deemed unacceptable by their supervisor.
4. Positions not filled by individuals returning from the previous year will be declared vacancies and will be posted for candidates to sign for. These positions will be filled with priority being given to MESPA members per master agreement language.
5. Article 21, Section B of the master agreement shall apply to all temporary summer job employees covered under article 28, Section B.

MERIDIAN PUBLIC SCHOOLS AND MERIDIAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
Grievance Form - Appendix B

No. _____

NAME _____ DATE FILED _____

POSITION _____ IMMEDIATE SUPV. _____

Date of Alleged Violation _____

Alleged Contract Violation(s):

Article _____	Section _____	Page _____
Article _____	Section _____	Page _____
Article _____	Section _____	Page _____

Description of Alleged Violation: _____

Relief Requested: _____

Signature of Employee(s) _____

M.E.S.P.A. Endorsement: Approved Disapproved

Authorized M.E.S.P.A. Signature: _____

LEVEL ONE

Date of Oral Discussion _____ Time _____ A.M. P.M.

Acknowledgement of Meeting by Supervisor: _____ Date: _____

Acknowledgement of Meeting by Grievant: _____ Date: _____

LEVEL TWO

Date Received _____ Time _____ A.M., P.M.

Superintendent's Decision (Be specific.):

Signature of Superintendent: _____ Date _____

Receipt of Decision Acknowledged: _____ Date _____
(Signature of Grievant or Authorized MESPA Agent)

LEVEL THREE

Date Received _____ Time _____ A.M., P.M.

Board Decision (Be Specific.):

Signature of Board President _____ Date _____

Receipt of Decision Acknowledged: _____ Date _____
(Signature of Grievant or Authorized MESPA Agent)

Appendix C
RECORD OF VERBAL WARNING

Employee Name: _____ **Date:** _____

Reason for Warning: _____

Employee Response: _____

Signature of Supervisor

Signature of Employee