

AGREEMENT

between the

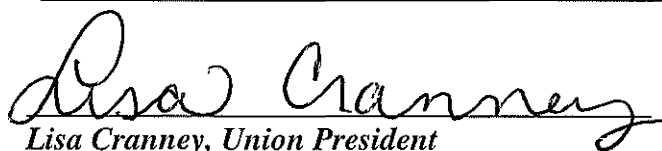
MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT

and the

**MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT
EDUCATIONAL SUPPORT PERSONNEL AFFILIATE OF THE
MEA/NEA**

August 12, 2024 – June 30, 2025

**Ratified by MOISD Educational Support Personnel Affiliate of the
MEA/NEA
on
August 9, 2024**


Lisa Cranney, Union President

**Ratified by MOISD Board of Education
on
August 12, 2024**

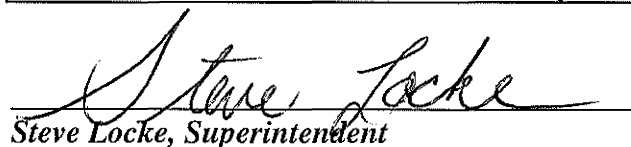

Steve Locke, Superintendent

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AGREEMENT

This Agreement entered into this August 12, 2024, between the MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT (hereinafter referred to as the “EMPLOYER”) AND THE MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT EDUCATIONAL SUPPORT PERSONNEL AFFILIATE OF THE MEA/NEA (hereinafter referred to as the “UNION”).

PURPOSE AND INTENT:

The general purpose of this Agreement is to set forth terms and conditions of employment, wages, and hours of employment.

ARTICLE 1. RECOGNITION (Employees Covered)

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

ALL SPECIAL EDUCATION PARAEDUCATORS, FOOD SERVICE PROVIDER, OCCUPATIONAL THERAPY ASSISTANTS, PHYSICAL THERAPY ASSISTANTS, DEAF AND HARD OF HEARING INTERPRETERS AND BEHAVIOR TECHNICIANS; BUT EXCLUDING: SUBSTITUTES [DAY-TO-DAY AND ALL OTHER SUBSTITUTES EMPLOYED FOR LESS THAN NINETY (90) CONSECUTIVE WORKING DAYS IN A GIVEN SCHOOL YEAR], SUPERVISORS AND ALL OTHER EMPLOYEES OF THE INTERMEDIATE SCHOOL DISTRICT.

As of July 1, 2024, BEHAVIOR TECHNICIANS will no longer be hired by the Employer. Existing Behavior Technicians as of June 30, 2024 (Lisa Cranney, Brandy Darling, and Keysha Stevens) will be grandfathered for the purpose of wages earned for as long as they continue to work in a Special Education Paraeducator role.

ARTICLE 2. SAVE HARMLESS

The Union agrees to indemnify and save the Employer, its agents, and each individual School Board Member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action taken by the Employer for the purpose of complying with this Agreement.

ARTICLE 3. EMPLOYER RIGHTS

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be in and be exercised exclusively by the Employer without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
2. Continue its rights of assignment and direction of work of all of its personnel; determine the hours of work and starting times and scheduling of all the foregoing; the rights to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees within their respective classifications, determine the size of the work force and to lay off employees.
4. Determine the type of services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations, which are not in conflict with this Agreement. This shall include the right to adopt disciplinary rules without prior bargaining with the Union.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization.
11. Determine the policy affecting the selection, testing, or training of new employees, providing that such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Employer except as otherwise limited by the express provisions of this Agreement.

ARTICLE 4. UNION REPRESENTATION

A. Union President and Building Representative

The Employees covered by this Agreement will be represented by Building Representatives designated by the Union.

1. The Employer will be notified of the names of the Building Representatives and Alternate Building Representatives who will serve only in the absence of the regular Building Representative.
2. As a general rule, the Union President or Building Representative will investigate and present grievances on their own time. However, whenever the Employer requests the presence of the Union President and/or a Building Representative, or schedules a conference during working hours, the Union President and/or the Building Representative, will be allowed time off without loss of time or pay.
3. The Union President and Building Representatives are authorized to resolve grievances and other matters on behalf of bargaining unit members and the Union.

B. Union Bargaining Committee

1. Employees covered by this Agreement will be represented in negotiations by no more than four (4) employees as determined by the Union to serve as negotiating committee members.
2. If the bargaining by the parties is conducted during the regular work day, members of the bargaining committee shall suffer no loss of time or pay.

ARTICLE 5. MONTHLY COMMUNICATION MEETINGS

By mutual agreement, Monthly Communication Meetings may be held during the life of this Agreement between the Union and the Employer, or their designated representative(s). Arrangements for such meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is scheduled. Meetings shall be held at a mutually agreed time and date.

ARTICLE 6. UNION BULLETIN BOARDS

- A. The Employer will provide bulletin board space in each building, which may be used by the Union for posting notices of the following types:
1. Notices of recreational social events
 2. Notices of elections
 3. Notices of results of elections
 4. Notices of meetings

ARTICLE 7. GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

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. Any matter for which there is recourse through other forums established by statute (i.e., FLSA, EEO, PERA).
- B. The Union shall designate Building Representatives and Alternate Building Representatives to handle grievances when requested by the grievant. The Employer hereby designates the Assistant Superintendent of Special Education to act as its representative at Level One for grievances involving Paraeducators, Food Service Provider, Occupational Therapy Assistants, Physical Therapy Assistants, Deaf and Hard of Hearing Interpreters, and Behavior Technicians.

The Superintendent is designated as the Employer's Level Two representative.

C. The term “days” as used herein shall mean Monday through Friday, excluding Christmas/winter recess and spring recess.

D. Any written grievance not completed in accordance with the requirements of the forms provided in Appendix B may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. Level One

A grievant alleging a violation of the express provisions of this contract shall, within five (5) days of its alleged occurrence, or within five (5) days of the date on which such grievant could have reasonably become aware of its alleged occurrence, orally discuss the grievance (either personally or through his Union representative) with the Employer’s Level One Representative in an attempt to resolve same.

If no resolution is obtained within five (5) days of the oral discussion, the Union representative shall, within seven (7) days of such oral discussion, reduce the grievance to writing and deliver it to the Employer’s Level One Representative. If the Union does not receive an answer within five (5) days thereafter, or if the written answer is unacceptable, the Union shall have ten (10) days from the date on which the written grievance was submitted to the Employer’s Level One Representative, within which to appeal the grievance to Level Two.

Level Two

A copy of the written grievance shall be filed with the Superintendent or Assistant Superintendent as specified in Level One. Within five (5) days of receipt of the grievance, the Superintendent or Assistant Superintendent shall arrange a meeting with the designated Union representative to discuss the grievance. The grievant shall be present at such meeting if either party so desires.

Within five (5) days of the meeting the Superintendent or Assistant Superintendent shall render his decision in writing, transmitting a copy of the same to the Union.

If no decision is rendered within five (5) days of the aforementioned meeting, or if the decision is unsatisfactory to the grievant and the Union, the Union shall within eight (8) days of such meeting, appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the officer of the Board (Superintendent of Schools) in charge of drawing up the agenda for the Board’s scheduled meetings.

Level Three

Upon proper application as specified in Level Two, the Board, (or a subcommittee thereof), shall allow the grievant and his Union representative an opportunity to be heard at the meeting for which the grievance is scheduled. Within one (1) month from the hearing of the

grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon, or otherwise investigate the grievance provided, however, that in no event, except with express written consent by the Union, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Union.

Level Four

Under the terms of this Agreement, individual grievants shall not have the right to process a grievance at Level Four.

1. If the Union is not satisfied with the disposition of the grievance at Level Three, it may within sixty (60) days after having received the decision of the Board, refer the matter for arbitration to the American Arbitration Association. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
2. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Union. Subject to the right of the Employer or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
3. Powers of the arbitrator are subject to the following limitations:
 - a. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/She shall have no power to establish salary scales or to change any salary.
 - c. He/She shall have no power to change any practice, policy, or rule of the Employer nor substitute his judgment for that of the Employer.
 - d. He/She shall have no power to decide any question, which, under this Agreement, is within the responsibility of the Employer to decide.
 - e. He/she shall have no power to interpret state or federal law and shall not hear any grievance, which is barred from the scope of the grievance procedure.
 - f. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - g. More than one grievance may not be considered by the arbitrator at the same time except upon express written mutual consent.

- h. Where no wage loss has been caused by the action of the Employer complained of, the Employer shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one (i.e., the arbitrator is prohibited from assessing punitive damages.).
 - i. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Union and 50% for the Employer.
- G. Should an employee or the Union fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the Union or a grievant fail to appeal a decision within the limits specified, or leave the employ of the Employer (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations. The Employer may, at its discretion, hear grievances during regular working hours. If an employee or Union representative is requested to participate in the processing of grievances during regular working hours, it shall be without loss of pay.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

ARTICLE 8. DISCHARGE AND SUSPENSION

- A. No seniority employee shall be discharged, suspended, or disciplined without just cause.
- B. The discharged or suspended seniority employee will be allowed to discuss his discharge or suspension with his Building Representative and the Employer will make available a meeting room where he may do so. Upon request, the Employer or its designated representative will discuss the discharge or suspension with the employee and the Building Representative.
- C. The Employer agrees, promptly upon the discharge or suspension of a seniority employee, to notify, in writing, the employee of the specific reason(s) for the discharge or suspension.
- D. The Employer agrees, promptly upon the written discipline of a seniority employee, other than for discharge or suspension, to notify, in writing, the employee of the reason(s) for the discipline.

- E. The Union President shall be notified, in writing, of any discharge or suspension.

ARTICLE 9. SENIORITY

- A. Employees shall be on probation for the first ninety (90) calendar days of their employment. The probationary period may be extended by mutual agreement of the Employer and the Union.
- B. When employees complete the probationary period they shall be entered on the seniority list in their classification and rank for seniority from last date of hire in that classification. In the event that two or more employees in the same seniority classification have the same date of hire, position on the seniority list shall be determined by the final four digits of the employees' social security numbers, with the higher number being awarded higher position on the seniority list. There shall be no seniority among probationary employees.
- C. Seniority under this Agreement shall be by classification. The recognized seniority classifications are:
 - 1. Paraeducator
 - 2. Food Service Provider
 - 3. Occupational Therapy Assistant
 - 4. Physical Therapy Assistant
 - 5. Deaf and Hard of Hearing Interpreter
 - 6. Behavior Technician

Persons employed by the Employer as an Occupational Therapy Assistant, Physical Therapy Assistant, Deaf and hard of hearing Interpreter and/or Behavior Technician shall have their seniority date (in their respective classification) calculated from their original date of hire (in that assignment) with the Employer, irrespective of whether or not the position occupied by that individual was within the Union's bargaining unit at the time of their initial hire.

- D. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or periods when school is not in session. Seniority shall not accrue during layoffs.
- E. The Union President shall not be laid off during his/her term of office.
- F. Employees who transfer from one seniority classification to another shall have their accumulated seniority in the pre-transfer seniority classification frozen as of the date of transfer. Thereafter, the transferred bargaining unit member shall begin to accrue seniority (as of the effective date of the transfer) in his/her new classification and shall not accumulate further seniority (but will retain seniority) in his/her prior classification.

ARTICLE 10. SENIORITY LISTS

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the date of hire, names, seniority classification and job titles of all employees in the bargaining unit entitled to seniority.
- C. The Employer will provide the Union President with an up-to-date seniority list by October 1 annually. If no objections are received within twenty (20) days after distribution as to the accuracy of the seniority list, the list prepared by the Employer shall be regarded as conclusive.

ARTICLE 11. LOSS OF SENIORITY

By way of illustration, and not by way of limitation, employees shall lose their seniority when:

- A. All Bargaining Unit Members:
 - 1. They quit.
 - 2. They are discharged.
 - 3. They fail to return to work when recalled from layoff pursuant to those conditions set forth in the layoff and recall provisions of this Agreement.
 - 4. They fail to comply with the terms and conditions established by this Agreement for the usage of sick leave and requirements for returning to work.
 - 5. They fail to comply with the terms, condition and requirements established for an authorized leave of absence.

ARTICLE 12. LAYOFF AND RECALL

It is hereby specifically recognized and agreed that it is within the sole discretion of the Employer to reduce the work force. Prior to a general reduction of the work force, the Employer agrees to notify the Union of the positions that are to be eliminated and the employees that are to be laid off.

- A. Layoff Procedure

In order to promote an orderly reduction in personnel the following procedure will be used:

1. Probationary employees within the affected classification will be laid off first.
2. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority within the affected classification, (i.e., the least senior employee within the affected classification on the seniority list being laid off first, provided there are more senior employee(s) remaining within the affected classification who meet the posted qualifications to perform the remaining work within the affected classification).
3. In the event a paraeducator is laid off the affected paraeducator will be allowed to exercise his/her seniority rights and bump the lowest paraeducator within his/her seniority classification only, assuming the paraeducator meets the posted qualifications for that position.
4. In the event an Occupational Therapy Assistant, Physical Therapy Assistant or Hard of Hearing Interpreter is laid off or his/her position is eliminated, the affected bargaining unit member will be allowed to exercise his/her seniority rights and to bump the lowest bargaining unit member within his/her seniority classification only.
5. Employees and the Union shall be given no less than fourteen (14) calendar days advance notice of an impending layoff.

B. Recall Procedure

When the work force is increased after a layoff, seniority employees within the affected classification will be recalled to vacant positions on the basis of seniority (i.e., the more senior employee within the affected classification on the seniority list being recalled first), except where the senior employee lacks the necessary qualifications to perform the duties of the open position.

Notice of recall shall be sent to the employee via phone call first with a follow-up email. If an employee fails to report to work within seven (7) calendar days of receipt of notice of recall, he/she shall be considered a quit.

ARTICLE 13. TRANSFERS AND ASSIGNMENTS

The Employer reserves unto itself the right to transfer and assign employees. Upon request, however, the employee transferred or reassigned shall be entitled to a statement of the reasons, which necessitated the transfer or reassignment. The Union President will receive a statement of the transfer of the employee.

The Employer agrees to minimize involuntary transfers and assignments. In situations where an employee transfer or reassignment will cause an undue hardship upon such employee, the Employer agrees to give due consideration to the desires of the employee.

The employer has the ability to assign staff to different assignments/vacancies within the same building/location as needed without posting the position or it becoming an involuntary transfer. If the assignment is anticipated to be thirty (30) days or more, then the least senior employee from the classroom that staff is being moved from will be the employee transferred.

ARTICLE 14. VACANCIES, PROMOTIONS, JOB POSTINGS, BIDDING PROCEDURES

- A. All vacancies or newly created positions within the bargaining unit shall be considered open or vacant regardless of the reason and such vacated or open position is to be filled on a permanent basis [i.e., longer than ninety (90) working days]. All vacant positions shall be posted in a conspicuous place where there are bargaining unit employees and filled in accordance with the procedures specified in this Article. The posting shall set forth the job classification, location and program in which the vacancy exists and the qualifications for that assignment. This shall not limit the Employer's right to change programs or program locations or to make assignments and transfers.

The employer has the ability to assign staff to different assignments/vacancies within the same building/location as needed without posting the position or it becoming an involuntary transfer. If the assignment is anticipated to be thirty (30) days or more, then the least senior employee from the classroom that staff is being moved from will be the employee transferred.

- B. Applying for Vacancies/Newly Created Positions

1. Paraeducators and Food Service Provider

Except in emergency situations, all vacancies or newly-created positions will be posted for a minimum period of five (5) working days. Postings shall set forth the minimum requirements for the position and the expiration date of the posting. Employees interested shall apply in writing within the five (5) working days posting period.

2. Occupational Therapy Assistants, Physical Therapy Assistants, Deaf and hard of hearing Interpreters

Except in emergency situations, all vacancies or newly created positions (in the Occupational Therapy Assistant, Physical Therapy Assistant and Deaf and Hard of Hearing Interpreter seniority classifications) will be posted for a minimum period of five (5) working days. Postings shall set forth the minimum requirements for the position and the expiration date of the posting. Employees interested shall apply in writing within the five (5) working days posting period.

- C. When filling a vacancy or newly created position, a member's effectiveness ratings must be used as the initial factor. Seniority shall not be the sole factor in the decision, but shall be considered as a tiebreaker if all other factors are equal. Other factors used for filling vacancies include, but are not limited to, length of service in a grade level span; disciplinary record; completion of relevant special training and integration of that training in a meaningful way; attendance and punctuality; rapport with colleagues, parents, and students; and ability to withstand the strains of the member's work assignment. The parties recognize this is a shift from past practice. The parties agree this will be piloted for the 2024-2025 school year and addressed in the successor agreement.
- D. If an employee is promoted to a position under the Employer not included in the bargaining unit, and is rehired to the bargaining unit within six (6) months thereafter, such employee shall, upon re-hire to the bargaining unit, be restored with all rights accrued prior to transfer outside the bargaining unit, for the purpose of any benefits provided under this Agreement.
- E. Thirty (30) days prior to the beginning of the summer session, summer positions will be posted setting forth the minimum qualifications and the expiration date of the posting. Employees interested shall apply in writing within the five (5) working day posting period. In mandated special education summer programs, the incumbent full-time employee will have first choice at summer positions in these programs only. Second selection will be based on the same factors listed in C. above.

Summer session paraeducators may take up to one (1) week of time off, provided it is approved by their administrator and a substitute can be found. Paraeducators may choose to use sick days or unpaid leave for this time. Summer paraeducators can earn up to three (3) sick days (.5 days per pay period worked).

Normally, the employee will receive notice of award of summer employment vacancies within five (5) working days after the posting expires.

If the summer work day is five (5) or more hours, full-time employees will receive a thirty (30) minute lunch break and one fifteen (15) minute break. If the summer work day is seven (7) or more hours, full-time employees will receive a thirty (30) minute lunch break and two (2) fifteen (15) minute breaks.

- F. Employees denied a position on the basis of documented deficiencies will receive a letter stating the reasons for the decision. Any dispute arising out of an employee's denial of any vacancy will become a proper subject for the grievance procedure.
- G. Bus Aide positions are considered an additional duty and assignment. Bus Aide positions will be posted in accordance with this Article with Paraeducators given first choice over other MOISD employees. If a student is transferred to a different route (regardless of the reason) or is off a route for an extended period of time (regardless of the reason), the Bus Aide shall be without an assignment and shall not have to right to bump another Bus Aide.

Because this is an additional duty and assignment, Article 11 shall not apply to Bus Aides. For the 2024-25 school year, the hourly rate for Bus Aides is \$24.00 per hour.

ARTICLE 15. UNPAID LEAVES OF ABSENCE

- A. With the advance approval of the Employer, an unpaid leave of absence for periods not to exceed one (1) year may be granted for any of the following reasons:
1. Serving in any elected or appointed position, public or union.
 2. Childbearing and/or child care leave, illness leave (physical or mental).
 3. Prolonged illness in immediate family.
 4. Education leave.

Except in cases of emergency, requests for leave of absence shall be submitted in writing and on a form supplied by the Employer, not less than thirty (30) days prior to the date the employee desires to commence such leave.

- B. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement and shall be returned to a position they held at the time of the leave of absence was granted or to a position to which their seniority entitles them.
- C. Leave of absence shall be without compensation, fringe benefits, sick leave accumulation, or the accumulation of other benefits, except as otherwise may be required for employees eligible under the Family and Medical Leave Act.

To the extent required by the Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and other rights specified by that law. When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. This provision does not confer upon bargaining unit members greater rights or benefits than those for which they may be eligible under the Family and Medical Leave Act.

ARTICLE 16. JURY DUTY

An employee who is called for jury duty or subpoenaed to give testimony before any legal, judicial or administrative tribunal shall be compensated his/her normal salary. The monies which he/she

receives for the performance of such duty (less reimbursed expenses and travel allowance) shall be reimbursed to the district. The terms of this provision shall not apply in those situations in which the employee is a party to the action.

ARTICLE 17. RATES FOR NEW JOBS

When the Employer creates a new bargaining unit position, or substantially alters existing assignments, the Union will be notified. In the event the Union does not agree that the rate of pay assigned is proper, the matter shall be subject to negotiations.

ARTICLE 18. WORKING HOURS

- A. The normal working hours for employees covered by this Agreement will be from 8:00 a.m. to 3:00 p.m. These working hours shall be inclusive of a lunch break, the duration of which shall be established by the Employer.

The Union agrees that the Employer may change the standard working hours of the employees without further consultation with the Union so long as the employees' regular hours do not exceed the following limitations:

1. The employees' working day shall not commence earlier than 7:00 a.m. or extend beyond 4:30 p.m.
2. The employees' standard work week shall be inclusive of Monday through Friday.

Each employee scheduled to work six (6) hours or more per day shall be allowed a rest break in the first half and the second half of their regular shift not to exceed fifteen (15) minutes each.

Employees scheduled to work less than six (6) hours per day shall be allowed one (1) rest break.

ARTICLE 19. SICK LEAVE

- A. Full-time employees covered by this Agreement shall be entitled to sick leave which shall be earned at the rate of one-half (1/2) day per pay period worked in the District to a maximum total of thirteen (13) days per year for 260-day employees and ten (10) per year for all other full-time school year employees. Accumulation of unused sick leave shall be unlimited for those bargaining unit members hired on or before July 1, 2001. The accumulation limit shall be one hundred twenty (120) days for bargaining unit members hired after July 1, 2001.

- B. After completion of a minimum of ten (10) continuous years of service, upon termination, retirement, or death, the accumulated sick leave shall be paid at the rate of \$35 per day. If an eligible employee has ninety (90) or more accumulated sick leave days [75 days for persons hired after 7-1-01] all accumulated days shall be paid at 60% of the employee's daily rate at the time of separation.

In the event an eligible employee dies, accumulated sick leave (according to the above standards) will be paid to the person designated as beneficiary in a signed statement filed by the employee with the Employer. If no signed beneficiary designation has been filed, the benefit owed a deceased employee will be paid in accordance with MCLA 408.480 or its successor provision.

- C. Employees shall be permitted to utilize sick leave for personal illness, which renders them incapable of performing their assigned duties. Employees shall report for duty on the first date, which immediately follows the last date of illness.

Each employee covered by this Agreement shall be entitled to use his/her accumulated sick leave to care for members of the employee's immediate family who are ill and who require the attention of the employee.

The "immediate family" shall include: parents, spouse, mother-in-law, father-in-law, sister, brother, grandparents, stepparents, children, stepchildren and grandchildren.

Sick leave may be used in quarter-day (0.25) increments.

ARTICLE 20. WORKERS' COMPENSATION & ON-THE-JOB INJURY

In cases of absence from work due to injury or illness compensable under the Michigan Workmen's Disability Compensation Act (MWDC), the employee shall be permitted to draw sick pay on a prorated basis, to be charged against their sick leave account, to make up that difference between the compensable allowance under the MWDC and their regular take-home salary. In no instance shall such employee's combined compensation exceed his regular take-home pay, nor shall the supplemental differential contributed by the Board of Education exceed the maximum amount of the employee's accumulated sick leave account. The employee, utilizing worker's compensation reimbursement, will be allowed to utilize accumulated sick leave on a prorated basis up to his/her regular salary and benefit levels. Additionally, if an employee is injured while performing duties for the MOISD and is deemed eligible for worker's compensation as a result of that injury, the MOISD will provide hospitalization insurance coverage for the employee, if the employee's sick leave days are exhausted, up to ninety (90) days or until long term disability starts, whichever occurs first.

ARTICLE 21. FITNESS FOR DUTY

The Employer may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Employer for purposes of: (1) verifying an employee's eligibility for leave under any provision of this Agreement; (2) to evaluate fitness for duty where the Employer has reasonably founded concerns related to job performance or safety; (3) to comply with state and/or federal statutes requiring periodic examinations; (4) or to assess an employee's fitness for return to duty. The Employer shall pay the cost of any physical or mental examination required under this section.

ARTICLE 22. PAID LEAVES OF ABSENCE

A. Personal Leave

Each full-time employee covered by this Agreement shall be granted two (2) days paid personal leave per year.

Unused personal leave days can accrue to a maximum of six (6) days as personal leave, thereafter said days will convert to additional sick days.

Personal leave days may be used for any purpose at the sole discretion of the employee except:

1. On the day before or after any holiday; or
2. on any day during the last or first two weeks of school (with the exception of attendance by the employee at a school sponsored activity for the employee's child who is a graduating high school senior. The limitation in paragraph A(1) shall not apply in the latter situation); or
3. on any day not scheduled as a full day of student attendance.

In cases of emergency, the Superintendent may approve exceptions to the above.

An employee planning to use a personal leave day shall notify his/her immediate supervisor at least two (2) days in advance, except in case of emergency.

B. Bereavement Leave

1. When death occurs in a full-time employee's immediate family, such employee shall, upon his or her request, be granted a paid leave of absence up to five (5) working days, provided such employee attends the funeral.

For the purposes of this Article, "immediate family" shall include: parents (including step-parent(s) and legal guardian, if the employee was raised by a guardian rather

than a parent), spouse, children, stepchildren sibling (including step-siblings) and legal dependent.

2. Three (3) paid bereavement leave days shall be granted in the case of the death of the employee's mother-in-law, father-in-law, grandparent (including in-laws), or grandchild, provided the employee attends the funeral.
3. One (1) paid bereavement leave day, the day of the funeral, shall be granted in the case of the death of the employee's aunt, uncle, niece, and nephew.
4. Employees will be allowed time off without loss of pay for the purpose of attending the funeral of a student in their classroom or on their caseload. A maximum of one (1) full day may be required for this purpose, with the employee taking the minimum amount of time actually required to attend the funeral. This release time may be utilized only in the case of a current year student who was working with the employee.
5. A paid bereavement leave day will be granted for a death of a person not listed above after consultation with the superintendent. Paid bereavement leave for a non-listed family member will be limited to one (1) total per school year.

The employee must attend the funeral or memorial service in order to receive the paid leave. Multiple day leaves must be taken contiguously and at time of death (cannot be taken intermittently). Exceptions will be allowed if burial is delayed until warmer weather or a memorial is held at a later date. (Example: Death occurs in January and actual graveside burial does not take place until May, or death occurs in January, cremation takes place and a formal memorial is held at a later date.) Employee will only be granted one day for the examples listed above (or similar circumstances) and the day will be deducted from the three (3) or five (5) days allowed in contract; these are not additional days. In order to receive these days, they must be requested at the time of original leave.

It is the intent of this article to allow the employee time to grieve the loss and time to travel to and attend funeral or memorial service only.

In extenuating circumstances, the Superintendent may approve additional bereavement leave, which will be charged against the employee's accumulated sick leave.

ARTICLE 23. ACT OF GOD DAYS

Act of God days shall be in conformance with official Board policy. It is understood and agreed the official Board policy may be subject to change from time to time, however, no change in policy shall

be applied to all classifications unless it applies to all school employees, exclusive of executive and supervisory personnel.

Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather (and other conditions specified within the State School Aid Act), will be rescheduled as necessary to ensure instruction as prescribed by law and to enable the district and its constituent school systems to receive full State Aid. When schools are closed due to the above conditions, employees will not be required to report for work. Employees will be paid for scheduled days and hours when school is closed and will work on all rescheduled days and hours for no additional compensation.

If an employee is on a paid personal leave or sick leave day when an "Act of God Day" is declared, the employee shall receive the Act of God pay and shall not be charged for the personal day or sick day. Employees on official leaves of absence, with or without pay, are not covered by this provision.

ARTICLE 24. HOLIDAYS

- A. All employees covered by this Agreement shall be paid for the following holidays:
 - 1. Thanksgiving Day
 - 2. Friday following Thanksgiving Day
 - 3. The day before Christmas
 - 4. Christmas Day
 - 5. New Year's Day
 - 6. Good Friday
 - 7. Memorial Day
 - 8. Labor Day
- B. Compensation for the paid holiday shall be computed on the basis of the employee's current rate of pay times their regularly scheduled working hours.
- C. Employees may be required by the Employer to work on holidays listed in A. above in which case they will receive double time.
- D. To be eligible for holiday pay, an employee must work his last regularly scheduled workday before a holiday and his first regularly scheduled workday after the holiday, except in the case where an employee is on paid sick leave or on an approved leave of absence.

ARTICLE 25. INSURANCE PROTECTION

- A. Health Insurance - The board will provide medical insurance as agreed to by the parties and set forth in the explanation of benefits. The board will pay for the medical insurance cost at the full employer share allowable under the applicable cap selected pursuant to the publicly

funded health insurance contribution act. mcl 15.561 *et seq.* on behalf of each member for insurance plans, as provided below, for the full 12-month period.

- B. Other Benefits - The board will provide fully paid dental, life, long-term disability, and vision insurance as agreed to by the parties and set forth in the explanation of benefits. As of September 1, 2024, dental insurance co-pays will be paid 90% by the Employer and 10% by the employee.
- C. Premium contributions for the negotiated plans for less than full-time employees shall be paid for by the Employer on a pro-rata basis, based upon the standards for a full-time employee established in Article 26 of this Agreement.
- D. All premium amounts which are the responsibility of the employee shall be payroll deducted from the enrolled employee's wages and shall, at the election of the employee, be processed through the Employer's Section 125 Plan.
- E. It is understood that employees covered by this collective bargaining agreement will not have dual medical coverage. If an employee is found to have dual coverage, he/she will be responsible for reimbursing the District the full amount of premiums paid on their behalf for the period that they had dual coverage.
- F. The Board reserves the right to change the carrier for the above insurance programs provided the benefits are equal or better, if a different carrier is selected. At the end of the medical plan benefit year, the union has the option to review and select a preferred plan.
- G. Health plan specifications under this Article shall not include coverage for any services, which the Employer is prohibited from funding under the State School Aid Act.
- H. Employees who choose not to have hospitalization are eligible for up to four hundred (\$400.00) per month and coverage provided under other benefits listed in paragraph "A" above applied to non-taxable options or receive cash to be paid on a bi-weekly basis by the Employer, under the Employer's Section 125 Plan. The employee may make a written election to make contribution of the above amount to a 403b Annuity.
- I. Employees will be limited to participate in or make any change in their program during open enrollment periods established by the insurance carrier. New employees, if hired on other than the open enrollment period, and emergency changes for existing employees, will be handled on an individual basis.

ARTICLE 26. COMPUTATION OF BENEFITS

For the purpose of this Agreement, full-time employees are those employees who have completed their probationary period, are assigned the standard workday of six (6) hours per day and are employed by the District a minimum of 180 days (1,080 hours) per year.

Employees working less time than six (6) hours per day and 1,080 hours per year shall be entitled to the following benefits on a pro-rated basis, based upon hours worked per day and hours worked per year:

1. Holidays
2. Sick Leave
3. Bereavement Leave
4. Insurance

ARTICLE 27. WAGE SCHEDULES

A. Bargaining unit members will be eligible to receive experience step increases provided that they have worked (or been on paid leave status) on at least 90% of their normally scheduled work days in the twelve-month period immediately preceding their employment anniversary date. Special circumstances may be approved by the Superintendent.

If an individual who previously had seniority in the bargaining unit is rehired to the same seniority classification, he/she will be placed on a wage step which is equivalent to his/her level of seniority at the time of original separation from the Employer. The Employer has the right to place a new hire in the Occupational Therapy Assistant, Physical Therapy Assistant, Deaf and Hard of Hearing Interpreter or Behavior Technician on an advanced wage step when the individual has relevant prior job experience.

B. MOISD Behavior Response Certification (BRC), earned by completing the 40-hour online training offered through the Behavior Analyst Certification Board® (BACB) and a demonstration of skills learned, is mandatory to be completed by all paraeducators by the end of the 2025-2026 school year. Newly hired paraeducators will have two years from their date of hire to obtain BRC certification. The cost of the BRC certification will be covered by MOISD. Employees will be paid at their regular hourly rate of pay for the initial 40 hours required to become certified and will have their wages increased in the next pay period after a copy of the BRC certification has been submitted to the Business Office. MOISD will also pay for the Registered Behavior Technician Exam through BACB® for Paraeducators who want to pursue that additional credential.

Paraeducators & Food Service Provider	2024-2025 3%	With BRC 3%	Behavior Technicians	2024-2025 0%
1	17.20	17.72	1	19.64
2	17.20	17.72	2	20.69
3	18.06	18.60	3	22.16
4	18.32	18.87	4	22.41
8	18.69	19.26	8	22.75
	4%	4%	11	23.32
11	19.26	20.03	15	23.78
15	19.65	20.43	20	24.26
20	20.04	20.84	Steps 3 and 4 will receive an off-scale payment of \$850.00 on their anniversary date.	

Occupational Therapy Assistants, Physical Therapy Assistants, and Deaf and Hard of Hearing Interpreters	2024-2025 3%
1	25.43
2	26.22
3	26.98
4	27.94
8	28.51
11	29.08
15	29.66
20	30.26

- C. For each year of the contract, all employees in all classifications shall receive an off-schedule \$2000.00 payment in the month of December as part of their negotiated wages.
- D. All employees in the bargaining unit will be paid according to the adopted wage schedule and timesheets with the choice of two pre-selected options. The choice shall be made on the first work day and no change shall be made for the remainder of the school year, per past practice. The options are 21 equal payments or 26 equal payments.
- E. The rate of pay for administrator approved professional development and workshops outside of scheduled work time shall be the bargaining unit member's current hourly rate of pay to be paid in half-day increments for 3.5 hours or less, and full day increments for anything longer than 3.5 hours.

If there are scheduled professional development training or workshops and school is closed, the sessions will still take place (unless specifically canceled by the administration) and bargaining unit members will be expected to attend or utilize a personal day. The circumstances must be discussed with the Supervisor prior to the use of a personal day, and the "Special Request for Leave without Pay and Personal Leave" form must be used.

It is understood that certain training or certificate requirements will be mandated by the district that are not required by the state or department (for example CPI training). These trainings will be paid for and/or provided by the district. Employees will be notified prior to each school year of required training or certificate requirements. It is similarly the responsibility of the employee to ensure maintenance of such certificates or training upon being properly notified by the district.

Each new employee will be required to attend at least a one-day paid orientation in August.

In years when there are fewer than 183 actual work days scheduled, Administration may schedule professional development for an amount of time equal to the difference between the actual days scheduled and 183 days. This time will be scheduled either prior to the start of

the school year, after school hours, or at the conclusion of the school year, and attendance will be mandatory. Prior notice will be given to employees.

- F. Bargaining unit members who take classes or training that results in an additional certification, endorsement or degree may be eligible for reimbursement of such costs provided the following conditions are met:
- 1) The classes or training are pre-approved by the immediate supervisor
 - 2) The classes or training will benefit the employee in their current or future role with the MOISD as determined by administration
 - a. Requests for approval to take courses shall be submitted prior to registration.
 - b. Each member seeking reimbursement will sign an individual contract with the ISD. The contract will require the employee to work, at least, one year of employment beyond each year or reimbursement. Include Section 127 Plan Language.
 - 3) Reimbursement for all bargaining unit members combined under this provision shall not exceed \$38,000 in any given school year. If all reimbursement requests exceed this number then they will be pro-rated based on a percentage of total costs applied to the \$38,000.00 cap.
- G. The cost of fingerprinting will be paid by the individual employee.

ARTICLE 28. MILEAGE REIMBURSEMENT

Mileage reimbursement shall be reimbursed at the prevailing IRS rate for milage incurred on pre-approved ISD-related travel.

ARTICLE 29. LONGEVITY

Bargaining unit members will be paid longevity according to the following schedule, based on their consecutive years of service to MOISD:

1.	After seven (7) consecutive years	\$500.00
2.	After ten (10) consecutive years	\$1,000.00
3.	After fifteen (15) consecutive years:	\$1,500.00
4.	After twenty (20) consecutive years:	\$1,800.00

Longevity will be paid in one lump sum annually in November.

ARTICLE 30. MERIT PAY

An off-scale payment will be made in June to each employee based on year-end evaluation ratings as follows:

- \$300.00 for an Effective rating
- \$100.00 for a Developing rating

In years when an employee is not evaluated, merit pay will be based on the most recent evaluation rating.

ARTICLE 31. ADDITIONAL PAY FOR SUBSTITUTING

Members substituting for a teacher will be paid an additional \$25.00 per day in addition to their normal wages.

ARTICLE 32. ATTENDANCE BONUS

Members who have taken three (3) or fewer sick/personal/unpaid days off from the start of the school year through the end of December will receive a bonus of \$250.00 in January. Members who have taken three (3) or fewer sick/personal/unpaid days off from January 1 through the end of the school year will receive a bonus of \$250.00 in June.

ARTICLE 33. WORK PERFORMED BY SUPERVISORS

Supervisory employees or non-bargaining unit members shall be permitted to perform work within the paraeducator bargaining unit provided that no bargaining unit position is lost or any regular hours of work are lost as a result of work performed by supervisory employees or non-bargaining unit member.

ARTICLE 34. NO STRIKE CLAUSE

The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in, any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action, up to and including discharge.

ARTICLE 35. WAIVER

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 Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter 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.

ARTICLE 36. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment, which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Employer and the Union.

All matters or subject not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Union and the Employer. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Employer shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this Agreement.

ARTICLE 37. SEVERABILITY

If any provision of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such conflicting provision or application, and such provision or application alone, shall then be open for further negotiations between the parties hereto for the purpose of reconciling the conflicting provision or application with the said law. All other provisions or applications shall continue in full force and effect.

ARTICLE 38. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

ARTICLE 39. DURATION OF AGREEMENT

This Agreement shall be effective as of August 12, 2024 and shall continue in full force and effect for one (1) year and shall expire at 12:00 midnight, June 30, 2025.

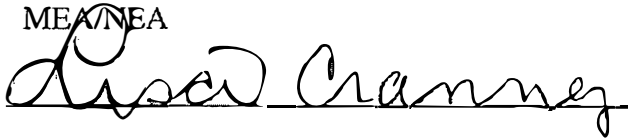
At the request of either party, the parties shall commence negotiations not earlier than ninety (90) days and not later than sixty (60) days prior to the expiration date of this Agreement, for the purpose of negotiating a successor agreement.

A good faith effort will be made by both parties to negotiate a settlement of the up-coming contract by June 1st of the year in which the contract expires.


This Agreement may be extended by written agreement between the parties but shall not be extended orally.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first written above.

MECOSTA-OSCEOLA INTERMEDIATE
SCHOOL DISTRICT EDUCATIONAL
SUPPORT PERSONNEL AFFILIATE OF THE
MEA/NEA



MECOSTA-OSCEOLA
INTERMEDIATE SCHOOL DISTRICT



APPENDIX A
GRIEVANCE FORM
MOISD EDUCATIONAL SUPPORT PERSONNEL AFFILIATE OF THE MEA/NEA

GRIEVANCE FORM

_____ Date: _____

Employees Name: _____

Employees Address _____ City: _____ Zip: _____

Current Classification: _____ Department: _____

Hire In Date: _____ Adjusted Seniority Date: _____

Statement of Grievance: _____

UNION DEMAND:

1. _____
2. _____
3. _____

GRIEVANT SIGNATURE _____ DATE: _____

REPRESENTATIVE'S SIGNATURE: _____ DATE: _____

STEP I: Specified Orally to Administration
(Representative's name): _____
Date Specified Orally to Administration: _____
Specified Orally By (Union Representative): _____
Disposition: _____
Submitted In Written Form To Administration: _____
(Representative's Signature)

Date Submitted to Administration: _____

Admin. Reply: _____

Received by Union Representative: _____ Date: _____

STEP II: Submitted In Written Form To
Superintendent/Asst. Superintendent: _____
(Superintendent/Asst. Superintendent Signature)
Date Submitted to Superintendent/Asst. Superintendent: _____
Employer's Reply: _____

Received by Union Representative: _____ Date: _____

STEP III Submitted In Written Form To The Board: _____
(Board Representative Signature)
Date Submitted to Board Representative: _____
Date of Step III meeting: _____
Date of Step III response: _____
Board Representative's Reply: _____

Received by Union Representative: _____ Date: _____

STEP IV: Date Requested arbitration: _____