

May 15, 2014
Tentative Agreement between MDUSD and MDSPA
2013/2016 Successor Agreement

The purpose of the changes to this article is to consolidate all release time provisions into the same article of the contract.

Article V - ORGANIZATIONAL SECURITY

New Section 10 – Union Release Time

10a. “Reasonable Release Time” for the negotiation process means an Association bargaining team limited to four (4) individuals in attendance. Unit members shall prepare for negotiations outside of their workday unless the District agrees to release time.

Article IV Section 4f – Delete

10 b. A unit member or his/her representative, or both, may present a grievance while on duty. No unit member shall suffer a loss of compensation for time spent as a grievant, representative or witness. On all grievances, no more than one District-paid MDSPA representative may participate unless otherwise approved in writing by the District. That approval shall not be unreasonably withheld. In the event that more than four (4) District-paid employee/witnesses are required to participate in a hearing or other grievance activity, the parties shall work to schedule those individual’s participation in order to be as minimally intrusive as possible to District work and finances. Any step of the procedures may be waived by the parties. A grievance may be withdrawn at any step.

Article VI Section 13 – Delete

10 c. The Association may designate members to conduct business during their regular workday. No such designation shall be reasonably denied. An overall total of sixteen (16) days of paid leave shall be provided annually for this purpose. Such days shall not include release time provided for processing grievances or negotiating.

A unit member absent due to Association Business shall be responsible for his/her professional obligations in accordance with District requirements as specified in this agreement.

Article XV Section 65 - Delete

Article VII Unit Member Transfer

25. Assignment

- a. Unit members are employees of the District and not a particular school or site. Assignments shall be made to work sites and location by the immediate supervisor in consultation with the affected unit member. Unit members shall be notified of tentative assignments for the next school year no later than May 1 of each year.
- b. Any unit member may request and shall receive the reasons for the tentative assignment. Any unit member dissatisfied with his/her tentative assignment may have a conference with the Assistant Superintendent, Pupil Services and Special Education and may be represented at the conference by an Association representative.
- c. Unit members shall be notified of their pending assignment for the following year no later than May 1. In any instance of disagreement, the decision of the Assistant Superintendent, Pupil Services and Special Education shall be final and shall not be subject to the grievance procedure.

26. Transfer/Vacancy

- a. Voluntary changes in assignment or a request to be reassigned are initiated at the request of the unit member. A change of assignment within the program is not considered a transfer. Changes in assignments within the program are initiated by the District. Vacancies are unfilled positions within the bargaining unit created by known resignations, retirements, non-reelections, or newly created positions.
- b. Posting of Vacancies – The District shall post an electronic notice of vacancy on the District employment site noting the posting date and a closing date for filing requests for consideration which shall be at least five (5) working days after the posting date. The District shall also provide notice of vacancies to the president of MDSPA at the same time it posts the electronic notification.
- c. Voluntary requests for a new assignment are without prejudice to the unit member. Such requests shall not jeopardize the unit member's present position.

- d. Qualified unit members will be placed in vacant positions before non-unit members.
- e. New assignments to a different site may be initiated for the following reasons:
 - 1) School closure, boundary change or program reduction.
 - 2) Program needs of school or program.
 - 3) Decline in special education students at the site.

Article IX UNIT MEMBER HOURS

29. Hours of Work

Each unit member shall report to his/her assigned work place daily at a time determined by the District. The workday shall consist of eight (8) hours, inclusive of a thirty (30) minute lunch period. Assignments of reasonable length beyond this eight (8) hour day may be made periodically by the immediate supervisor to meet the needs of the District. Compensatory time off for such assignments shall accrue on a 1:1 basis. Approval for taking this compensatory time off must be obtained from his/her immediate supervisor. Such approval shall not be unreasonably withheld. Supervisors will attempt to restrict staff meetings and voluntary committee meetings to the eight (8) hour day; however, staff meeting or voluntary committee meeting time beyond the eight (8) hour day shall be exempt from compensatory time.

Article XII SALARIES

43. Increase and Pay Rates

- a. Pay Increases
 - 1. 2013-14 School Year
 - a. Effective July 1, 2013, a 3% ongoing increase to the Salary Schedule
 - b. Effective upon agreement ratification, a 2% one-time off-schedule salary payment
 - 2. 2014-15 School Year
 - a. Effective at the mid-point of the work year, a 2% ongoing increase to the salary schedule.
 - b. Effective July 1, 2014, the Master's Degree Stipend shall increase to \$1,307 per year
 - c. Effective July 1, 2014, the Doctoral Degree Stipend shall increase to \$1,307 per year
 - d. Employees having both Master's Degree(s) and Doctoral Degree(s) shall be eligible for a maximum of one Master's Degree stipend and one Doctoral Degree Stipend.

3. 2015-16 School Year

- a. Effective at the mid-point of the work year, a 4% ongoing increase to the salary schedule.

Article XIII BENEFITS

44. Employee Benefits

a. Coverage: Proration

- Regular employees hired before September 26, 2011, who work at least 4 hours per day and 20 hours per week, are eligible for 100% of District-paid contribution to health coverage up to each cost tier at the 2010 Kaiser rate.
- Regular employees hired on or after September 26, 2011, who work a minimum of 7 hours per day and 35 hours per week qualify for District-paid health benefits equivalent to the 2010 Kaiser rate at the appropriate cost tier.
- Effective September 1, 2014, regular employees hired on or after September 26, 2011, who work a minimum of 6 hours per day and 30 hours per week qualify for District-paid health benefits equivalent to the 2010 Kaiser rate at the appropriate cost tier.
- Regular employees hired on or after September 26, 2011 who work between 4 and 6.9 hours will receive prorated medical benefits based on the following calculation:
 - $\frac{\text{The number of hours per week worked}}{35 \text{ hours}} = \% \text{ of benefit coverage.}$
- Effective September 1, 2014, regular employees hired on or after September 26, 2011 who work between 4 and 5.9 hours will receive prorated medical benefits based on the following calculation:
 - $\frac{\text{The number of hours per week worked}}{30 \text{ hours}} = \% \text{ of benefit coverage.}$
- Employees who work less than 4 hours per day or 20 hours per week are ineligible for District-paid health benefits.
- The parties shall re-open on benefits only in the 2015-16 school year.

50. Tax Deferred Annuity in Lieu of Medical Coverage

A unit member who is otherwise provided basic medical group coverage may elect to take a "cash out" option of one hundred dollars (\$100.00) per month. If the member does not select

any salary reduction such as a tax sheltered annuity or participation in any of the flexible spending programs offered, the one hundred dollars (\$100.00) will become an addition to the member's salary and subject to all state and Federal taxes. Such cash out option will only be permitted following the members' certification on a form prescribed by the District of alternative coverage.

Article XV Leaves of Absence
Section 61 Personal Business

With prior written notice a unit member may use five (5) days of his/her accumulated leave for personal business. This does not include any recreational use. The business must be something that cannot be accomplished other than during the employee's regular working hours, or deferred to a more convenient date to accommodate the work schedule. This leave shall not be sued as part of any concerted work stoppage or slowdown.

Article XXIII STAFF DEVELOPMENT

88. Staff Development

- a. The District shall provide annually \$20,000 for staff development activities.
- b. In addition to the funds provided under section a, any unexpended funds which were allocated for Post-Retirement Contracts, Article XXI, paragraph 7, shall be used for staff development activities.
- c. The funds identified in paragraphs a and b above shall be used for staff development activities that are consistent with the duties of the school psychologists and behavioral health specialists. The funds identified in paragraphs a and b shall not be carried over from one year to the next.

Article XXIV – Discipline

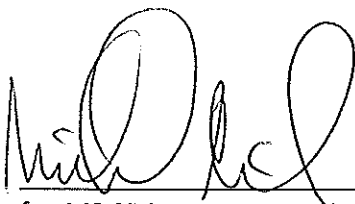
The purpose of this Article is to provide a remedial sequence of steps as a means of dealing with corrective action.

- a. Just Cause: No unit member shall be subject to corrective action or discipline except for Just Cause. Corrective action under this provision shall not apply to issues of competence.
- b. Progressive Discipline: Except in cases of gross misconduct, corrective action shall be progressive in nature. The parties agree that progressive discipline means the level of discipline shall be tailored to fit the severity of the infraction. When disciplinary action is taken, the Employer will provide the unit member a

written copy of such action. The unit member shall have the right to enter his/her response in the personnel file.

- c. The employer shall have the burden of proof at all times.
- d. At a unit member's request, written reprimands and notices of suspension shall be sealed in a separate envelope within from his or her personnel file four (4) years following the incident that was the cause for the reprimand or suspension and shall not be sued in subsequent discipline proceedings except to indicate a pattern of behavior.
- e. A unit member may be represented by the association at all stages of the discipline process.
- f. At all levels of the discipline process, the unit member shall be informed by the employer of the purpose of the meeting. The employer shall inform the unit member of his/her right to Union representation prior to any meeting that could result in discipline.

All other contract provisions shall be closed through June 30, 2016.



for MDSPA
Michael Giambona, MDSPA President

Date



for MDUSD,
Julie Braun Martin, Assistant Superintendent

Date