

MASTER AGREEMENT

BETWEEN

AUGRES-SIMS
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION

AND

AUGRES-SIMS
BOARD OF EDUCATION

2012-2014

Approved by the Board of Education July 2, 2012

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AGREEMENT BETWEEN
AUGRES-SIMS SCHOOL DISTRICT
AND THE
AUGRES-SIMS MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
2012-14

This agreement, entered into this 2nd day of July, 2012 by and between the Board of Education of the AuGres-Sims School District, hereinafter called the "Board," and the AuGres-Sims Support Personnel Association, an affiliate of the Michigan Educational Support Personnel Association (MESPA), hereinafter called the "Association."

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 336, Public Acts of Michigan for 1947 and amended by Act 379, Public Acts of Michigan 1965, and later Acts for: all full time and regularly scheduled part-time of more than one (1) hour per day, five (5) hours per week paraeducators, custodians, secretaries, Elementary Library Clerk, Bookkeeper/General Attendance Clerk, food service and transportation personnel, but excluding substitutes, supervisors, Superintendent's Secretary, and all other employees. All personnel represented by the Association in the above bargaining unit shall hereinafter be referred to as "*employees*." Reference to female personnel shall include male personnel.

ARTICLE II

PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Board and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Board, employees, and the Association. The Board and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes. The existence of the grievance procedure, however, shall not preclude employees from addressing issues such as Board policy, which are not within the scope of the grievance procedure.

ARTICLE II: PURPOSE (Con't.):

- 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 Association. The Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term, or condition 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 the fact that this collective bargaining agreement constitutes the terms and conditions with respect to wages, hours, and working conditions between the parties. The existence of this Agreement will not preclude either party from rights enjoyed under State or Federal law with respect to wages, hours, and working conditions; nor will it diminish those responsibilities imposed upon the parties by State and Federal law.

ARTICLE III

RIGHTS OF THE ASSOCIATION

- A. The AuGres-Sims School District agrees to abide by those rights extended to the Association by State and Federal law with respect to wages, hours, and working conditions; the District also agrees to be held accountable to those responsibilities placed upon them by State and Federal law with respect to their relationship with the Association concerning wages, hours, and working conditions.
- B. The Association and its members shall have the right to use School District building facilities at all reasonable hours for meetings, subject to scheduling by the building principal. No member of the Association shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises. Bulletin boards shall be made available to the Association and its members.
- C. The Board, in accordance with the Public Employment Relations Act, agrees to furnish the Association, in response to reasonable written request, all available information necessary for the Association to process a grievance. Financial resources of the District, including, but not limited to, annual financial reports, audits, budgetary requirements and allocations, census and membership data, names and addresses of all members of the bargaining unit, and other such information as required by law to aid the Association in developing intelligent, accurate, informed, and constructive proposals on behalf of the Association shall be provided. A cost may be incurred by the Association if obtaining the aforementioned material induces a significant expense.

ARTICLE IV

DUES, DEDUCTIONS, AND AGENCY SHOP

A. Association Membership:

Each employee shall have the right to freely join or refrain from joining the Association and shall not be discriminated against by reason of joining or refusing to join the Association or by reason of the institution of any grievance, complaint, or proceeding under this Agreement against either party or another employee. Each employee shall, within thirty (30) workdays from the date of hire, advise the Association in writing as to whether he or she desires to join the Association and pay dues, or pay a service fee. The gathering of said designations shall be the responsibility of the Association. The Association shall tabulate the results and immediately provide the same to the superintendent, together with copies of the responses from each employee.

B. Financial Responsibility:

Membership in the Association is separate and distinct from the assumption by an employee of his or her equal obligation to compensate the Association for the benefits he or she receives from representation. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not the employee is a member of the Association. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received, and that each assume his or her fair share of the cost of representation.

C. Service Fee:

Except as hereinafter provided, each employee who is not a member of the Association in good standing, or does not make application for membership by thirty (30) calendar days from their date of hire, shall as a condition of employment, pay a service fee. The service fee shall be determined by the Association. The amount of said dues or service fee shall be that amount which the Association designates in writing during September of each year. If, during the term of this Agreement, it is determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.

D. Employee Authorization:

Each employee will sign and deliver to the Board an assignment authorizing the deduction of Association dues or a service fee, as the case may be. Such authorization shall continue in effect from year to year, unless changed in writing by the employee between August 1 and August 31 of any year. Employee authorizations for the deduction of Association dues, or for

ARTICLE IV: DUES, DEDUCTIONS, AND AGENCY SHOP (Con't.):

the payment of the service fee, shall identify the employee, the amount of each deduction, the period for which deductions are to be made, and shall be signed by such employee.

E. Board Responsibility:

The Board shall deduct the authorized amount due from each employee's pay and transmit the total deductions to the financial secretary of the Association within thirty (30) calendar days following such deduction, together with a listing of each employee for whom deductions were made; except that the Board shall not be required to make deductions authorized by an employee during any pay period such employee did not provide services to the Board, unless such employee was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. The Board shall strive to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies forthwith.

F. Save Harmless:

The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all fees, awards, claims, demands, costs, suits, judgments, or other forms of liability that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

ARTICLE V

NO STRIKE CLAUSE

- A. The Association and each individual employee agree that they will not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Board of any employee or group of employees. No employee shall willfully absent himself/herself from his/her position, abstain from the faithful performance of his/her duties, slow down, or interfere with the rights, privileges, or obligations of employment, in part or in whole.
- B. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or board member of the District regarding the administration of this contract or any grievance filed thereunder.
- C. In the event the Association does not adhere to or abide by this provision, it shall be liable in its own name(s) and individually for any and all damages, injuries, and costs incurred by the District.

ARTICLE VI

BOARD'S RIGHTS CLAUSE

The District retains all rights, powers, and authority vested in it by the laws and Constitution of Michigan and the United States. The Board reserves unto itself all rights, powers, and privileges inherent in it or conferred upon it; provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited only to those items expressed as provisions of this Agreement and under Act 336 of the Michigan Public Acts of 1947, as amended. Rights reserved by the District shall include the right to:

- A. Manage and control the school's business, equipment, operations; and to direct the working forces.
- B. Control the assignment and direction of work of all its personnel; determine the number of shifts, hours of work, starting times and scheduling of all the foregoing; maintain the right to establish, modify, or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.
- C. The right to hire, promote, suspend, and discharge employees; transfer employees, assign work or extra duty to employees, determine the size of the work force, and to lay off employees.
- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work; the institution of new and/or improved methods of changes in the work procedure.
- E. Determine the qualifications of employees, including physical condition of employees as it affects the specific performance of their assigned duties.
- F. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof; the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
- G. Determine the placement of operations, production, services, maintenance, or distribution of work, source of materials, and supplies.
- H. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

ARTICLE VI: BOARD'S RIGHTS CLAUSE (Con't.):

- I. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- J. Determine the policy affecting the selection, testing, or training of employees, providing such selection shall be based upon lawful criteria and not be in conflict with the specific provisions of this Agreement.
- K. Adopt reasonable rules and regulations which do not conflict with the terms of this Agreement.

ARTICLE VII

WORK YEAR, WORK WEEK, WORK DAY

- A.
 - 1. The normal work year for school term employees shall be according to the adopted school calendar. This time may be extended or adjusted as determined by the Board. The normal work year for all other employees shall be up to twelve (12) months.
 - 2. The secretarial position is 197 days per year with ten (10) days prior to school starting and ten (10) days after the school year has concluded. The schedule will be submitted to the Superintendent's office prior to the start of each school year.
 - 3. The normal work year for paraeducators is considered to be 177 days; cooking staff 179 days. The staff will be paid for up to five (5) "Act of God" days.
- B. The normal work week for all employees is Monday through Friday.
- C. The normal work day shall be eight (8) hours with the understanding that certain employees will be hired for less than eight (8) hours per day.
- D. All full time employees will be entitled to two (2) fifteen (15) minute relief times.
- E. Overtime shall be divided among employees within each classification.
 - 1. Overtime shall be first offered to the senior employee who is qualified to do the activity within the classification. If all employees within the affected classification refuse the overtime following a second offer, the least senior employee who is qualified shall perform the overtime work. The exception would be in the building principal's office, secretarial positions, whereby the building principal would have the option of offering overtime to those employees working in that office.
 - 2. Overtime will be covered by the use of an "Overtime Chart" developed and maintained by the Association. The Board is saved harmless for errors of overtime payments. Excess overtime payments to an employee shall be deducted from the next paycheck paid to the employee.

ARTICLE VII: WORK YEAR, WORK WEEK, WORK DAY (Con't.):

- F. The Board may provide substitutes as required by the absence of regular employees. Substitutes may be used to perform bargaining unit work only during instances of absence by regular employees or when an unfilled temporary vacancy exists.
- G. Nothing in this Agreement shall require the Board to keep the schools open in the event of inclement weather, or when otherwise prevented by an act of God. When school is cancelled due to inclement weather, custodians will report for work at their own discretion and work until 4:00 p.m. or their normal shift, unless the maintenance supervisor calls and requests they work a specific shift due to school events. The custodian has the option of using vacation time for the entire day or any part thereof.

ARTICLE VIII

WORKING CONDITIONS

- A. Employees shall not be required to work under those unsafe or hazardous conditions as prohibited by the Occupational Safety and Health Act.
- B. The Board shall reimburse the employee up to two hundred dollars (\$200.00) for loss, damage, or destruction of personal property which was used on school premises when the loss, damage, or destruction is not the result of the employee's negligence. Written approval must be obtained from the Administration to bring personal property on the premises.
- C. The Board shall, if possible, provide adequate rest areas, lounges, and restrooms for employee use.
- D. All employees shall assist with the maintenance of control and discipline of students in the employee's assigned work area. The Board shall provide support and assistance to employees with respect to the maintenance of control and discipline of students, but the employee must fulfill his/her responsibility in this regard.
- E. With the exception of custodians and bus drivers, whose jobs regularly require outdoor work, no paraeducator shall be required to work out of doors when the temperature reads 20 degrees or less on the elementary playground, and weather conditions are such that frostbite is highly probable within a short period of time, or it is storming.
- F. No employee shall be required to dispense or administer medication to students without first having been trained per the Administration of Medication to Students Policy and Procedures.
- G. The Board and the Association recognize four (4) categories for the proration of health insurance:

ARTICLE VIII: WORKING CONDITIONS (C'on't.):

G. (C'on't.)

1. Full Time: An employee who is employed at least thirty (30) hours per week.
2. Part-Time: An employee who is employed less than thirty (30) and at least fifteen (15) hours per week.
3. Probationary: An employee who is employed to fill a full or part-time position for a trial period of sixty (60) working days.
4. Substitute: A substitute employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill a vacant bargaining unit position for a period in excess of thirty (30) working days. A substitute may be used for an employee on a leave of absence for up to one (1) year. Any new substitute position that lasts longer than a two (2) week period shall be posted within the bargaining unit. Substitute employees are not a part of the bargaining unit.

H. Evaluations:

1. It is understood and agreed that evaluation of employee job performance is an ongoing process between the employee and his/her immediate supervisor. Accordingly, each employee's job performance shall be predicated on established job criteria as indicated in the job descriptions of June, 1986.
2. A written job performance review shall be conducted at least once every two (2) years. When areas of needed improvement are identified and discussed with the employee, the employer shall offer suggestions that will help the employee improve his/her job performance.

ARTICLE IX

COMPENSATION

- A. The basic compensation of each employee shall be set forth in Appendix B. There shall be no deviation from said compensation rates during the life of this Agreement unless mutually agreeable to the Association and the District.
1. It is understood by both parties to this Agreement that employees shall be paid for all hours as provided for in Act 390 (*Payment of Wages and Fringe Benefits*).

ARTICLE IX: COMPENSATION (Con't.):

- B. The following shall apply to all overtime work:
1. Time and one-half (1 1/2) will be paid for all hours worked over forty (40) hours in one (1) week.
 - a. Double time (2X) shall be paid for all hours worked on holidays.
 2. Compensatory time off may be given instead of overtime pay if mutually agreed to by the Board and the member and the Association. Compensatory time must be utilized within the same pay period as it is earned.
- C. Bus drivers who drive field or athletic trips shall receive a seven dollar (\$7.00) per meal allowance provided they drive the required hours needed in a 24 hour period as listed below:
- Four (4) hours but less than eight (8) hours: one allowance (\$7.00)
Eight (8) hours but less than twelve (12) hours: two allowances (\$14.00)
Twelve (12) hours or more: three allowances (\$21.00)
- D. The Board will pay the difference between a bus driver's regular license and a CDL license with endorsements.
- E. Bus driver inservice time will be paid at the field trip rate.
- F. All support personnel may choose a 21 or 26-pay schedule once each year. It is the employee's responsibility to submit to the superintendent on or before the first student day, the request for a 26-pay schedule. The 21-pay schedule will be in place if the choice is not made. The choice of a 26-pay schedule may not be revoked or changed by the employee until the next school year.
- G. The district will offer the drivers field trips, school and sporting events, that are over 50 miles, excluding overnight trips, as long as substitute drivers can be secured to cover the daily routes. In the event substitutes are not secured, the district may seek alternative transportation.

ARTICLE X

SENIORITY

- A. Definitions:
1. Bargaining Unit Seniority: Shall be determined by calculating an employee's length of continuous service based upon his/her most recent date and hour of hire. "Most recent date and hour of hire" shall be that date and hour the employee begins his/her first work assignment since which he/she has not quit nor been discharged. Substitutes and employees who are not members of the Association do not accrue bargaining unit seniority.

ARTICLE X: SENIORITY (Con't.):

2. Classification Seniority: Shall be determined by measuring a member of the Association's length of continuous service in a said classification beginning from that date and hour the employee begins his/her first work assignment upon being hired by action of the Board of Education. Transfer from one classification to another does not denote a quit for purposes of calculating classification seniority.

Substitute assignments shall not count toward classification seniority accrual. An employee must complete a minimum of ninety (90) days in a classification to begin accrual of the first year of seniority within that classification. Once an employee leaves a particular classification, his/her seniority is frozen so that he does not lose seniority, but also does not accrue seniority in the classification from which he was transferred.

3. A. Absence from work due to illness, accident, leaves of absence, or layoff shall not constitute a break in continuous service for purposes of seniority, except as hereinafter provided. During periods when an employee is not receiving wages or Worker's Compensation, they shall not lose any seniority rights, but they shall not accrue seniority time.

B. The calendar day shall be used as the measure for the length of service.

- B. Probationary Period: All new or rehired employees shall be probationary employees during the first ninety (90) working days since their most recent date of hire. The ninety (90) working days probationary period shall be extended by the additional number of days necessary to make up for days missed through the employee's absence and/or school vacation days. The purpose of the probationary period is to give the Board an adequate opportunity to observe the performance of the new or rehired employee, and thus determine whether such employee has the ability, work habits, and other attributes required to become a permanent employee.

1. During the probationary period, the employee shall have no seniority status and may be laid off or dismissed from employment in the sole discretion of the Board and without regard to his/her relative length of service.
2. Upon satisfactorily completing his/her probationary period, the employee's name shall be added to the seniority list as of his/her most recent date and hour of hire. For the purpose of this section, "date and hour of hire" shall be deemed to mean the date and hour the employee first reported for work in a classification pursuant to instructions from the Board.

- C. Seniority List: The Board shall maintain a seniority list covering bargaining unit members and their classifications. A copy of said seniority list shall be prepared and shall be delivered to the president of the local MESPA unit by May 1 of each year. Any objection to the dates shown on the seniority list must be registered with the Board within thirty (30) calendar days

ARTICLE X: SENIORITY (C'on't.):

C. Seniority List: (C'on't.)

subsequent to such list being prepared. From time to time the president of the local MESPA unit may review, upon request, the seniority list retained in the business office.

1. When the seniority list is initially prepared or thereafter revised, if two (2) or more employees have the same most recent date and hour of hire, their names shall appear on the seniority list alphabetically by the first letter(s) of their surnames. If two (2) or more such employees have the same surname, the same procedure shall be followed with respect to their given names.

D. Termination of Seniority: An employee's seniority shall terminate:

1. If he/she quits, retires, or is discharged.
2. If, when notified by mail prior to the start of the school year of recall, the employee fails or refuses to advise the Board of his/her intent to return to work or not to return to work within one (1) calendar week after receipt of such recall notice.
3. If, following a layoff (other than the case referred to in *Subsection 2* above), he/she fails or refuses to notify the Board within forty-eight (48) hours after receipt of the certified mail recall notice of his/her intent to return to work and unless he/she actually returns to work within five (5) regularly scheduled working days after receipt of such recall notice.
4. If he/she is laid off for a period in excess of twenty-four consecutive months.

E. Special Programs/Circumstances Affecting Seniority:

1. State and federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights as provided in this Agreement.
2. Any employee who has been incapacitated at his/her regular work by injury or compensatory occupational disease while employed by the Board, may be employed at other work in a job that is operated by the Board and which he/she can do without regard to any seniority provisions in this Agreement.

ARTICLE XI

LAYOFF AND RECALL

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds or lack of work.

ARTICLE XI: LAYOFF AND RECALL (*Con't.*):

- B. No employee shall be laid off unless said employee shall have been notified of said layoff at least ten (10) days prior to the effective date of layoff.
- C. In the event of a layoff, the Board shall first lay off probationary employee(s), then the least senior employee(s) within the affected classification. In no case shall a new employee be hired by the Board while there are laid-off employees who are qualified for a vacant or newly created position.
- D. A laid-off employee may replace an employee within another classification under the following two conditions:
1. The laid-off employee must possess equal or greater classification seniority than the employee to be replaced. (*For classification interpretation, see the most recent seniority list.*)
- and
2. The laid-off employee must possess greater bargaining unit seniority than the employee to be replaced.
- E. In the event of a reduction in the work hours in a classification, an employee may claim seniority over a less senior employee in that classification for the purpose of maintaining his/her normal work schedule, provided that his/her action will not disrupt the normal operation of the Board. In no case shall a reduction of any employee's work hours take effect until the Board gives ten (10) work days written notice to the affected employee. 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. The employee must be qualified for the job, and will be paid at the substitute rate. Laid-off employees may continue their health, dental, and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Board. The above practice shall be subject to the rules and regulations of the carrier.
- F. A recall list shall be provided by the Board stating the jobs available for reemployment. Recall shall be conducted as follows:
1. Classification seniority shall apply when the available position is within an employee's former classification or classification for which the employee possesses seniority.
 2. When two (2) or more employees possess equal classification seniority for an available position, the employee with the greater bargaining unit seniority shall be given a position. A drawing shall determine a tie where employees possess equal classification and bargaining unit seniority.

ARTICLE XI: LAYOFF AND RECALL (Con't.):

F. (Con't.)

3. Bargaining unit seniority shall apply when the available position does not fall within the classification of the presently laid-off employee or those classifications in which an employee possesses seniority. The employee must be qualified to do the job.

G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

H. 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 (2) years shall lose his/her seniority and any further rights under this Agreement.

ARTICLE XII

VACANCIES, TRANSFERS, AND PROMOTIONS

A. A vacancy shall be defined as a newly created position or a present position that has been permanently vacated and which will be filled; except a vacancy will not be considered to exist if there is an employee on layoff status or leave status who is qualified for the position and ready, willing, and able to resume active employment.

B. When a vacancy occurs, the Board will send a copy of the notice to the Association and a copy will be posted in each building. *Such posting shall contain the following information:*

- * type of work;
- * location of work;
- * starting date;
- * rate of pay;
- * hours to be worked;
- * classification; and
- * minimum requirements.

Interested employees may apply in writing to the superintendent or designee within the six (6) day posting period. The Board shall notify the employees of vacancies occurring during

ARTICLE XII: VACANCIES, TRANSFERS AND PROMOTIONS (*Con't.*):

- B. (*Con't.*)
the summer months (June, July, and August) by posting said vacancy in the Administration Office and in both the Elementary and Junior/Senior High School.
- C. Vacancies shall be filled with the most senior applicant able to perform the work in that vacancy within the affected classification. Ability to perform the work within the vacancy shall be determined by an assessment of the applicants. Should no employee from the affected classification apply, the vacancy may then be filled with the most senior applicant from other classifications.
- D. Within ten (10) workdays after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing, with a copy provided to the Association.
- E. In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The Board shall give the employee promoted or transferred reasonable assistance to enable him/her to perform up to the Board's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected employee, the employee shall be returned to his/her previous assignment.
- F. Employees shall not be placed on a lower step of the salary schedule or wage scale due to involuntary transfer.
- G. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. Involuntary transfers will be effected only for reasonable and just cause.
- H. Any employee *assigned* by a supervisor to temporarily assume the duties of another employee will continue to be paid their present rate, or the rate of the classification, whichever is higher. An employee's pay rate shall not be reduced by any temporary change in duties.
- I. The Association agrees summer positions will be created at the discretion of the Board. The Association agrees that the Board may hire employees from the Support Personnel bargaining unit during the summer. "Summer" shall be defined as the first day following the last student day and the day before the first student day.

Bargaining unit employees will be offered summer positions as "at-will" employees of the Board, based upon seniority earned to date in the bargaining unit. If summer positions can not be filled by bargaining unit members, the Board has full rights to hire at-will employees from outside the bargaining unit, with wages determined by the District.

ARTICLE XII: VACANCIES, TRANSFERS AND PROMOTIONS (Con't.):

I. (Con't.)

Employment in a summer position created by the Board shall not serve to accrue seniority in the bargaining unit or any classification; or fulfill probationary employment requirements of the employee.

A bargaining unit employee hired for an at-will summer position will return to the classification they held the last day of work before summer, but remain subject to any and all layoff or recall procedures as otherwise specified in this Agreement.

ARTICLE XIII

PAID LEAVE

A. General Conditions:

The Board shall furnish each employee with a written statement at the beginning of each school year setting forth the total sick leave credit.

B. Types of Leave:

- 1. Sick Leave: Sick leave shall be allotted to employees at the rate of one day sick leave for each month worked. Sick leave shall accumulate as follows:

Custodians.....	12 days, accumulative to 100
Clerical.....	10 days, accumulative to 100
Bus Drivers.....	9 days, accumulative to 100
Paraeducators.....	9 days, accumulative to 100
Cafeteria.....	9 days, accumulative to 100

Sick leave for illness or physical disability shall be for the aforementioned days per year (July 1 to June 30), on a pro-rated schedule, one day per month worked, accumulative to the respective number of days.

If there is evidence of sick leave abuse, the Board of Education may demand a physician's statement indicating the employee's illness. Failure to do so will result in loss of pay.

- a. All employees will be paid ten dollars (\$10.00) per day for unused sick leave over one hundred (100) days at the end of the year (June 30).

Upon retirement, all employees will be paid ten dollars (\$10.00) per day for all unused sick days up to the maximum accumulation amount.

ARTICLE XIII: PAID LEAVE:

B. Types of Leave:

1. Sick Leave: (Con't.)

- b. Personal Illness or Disability: Each employee may use all or any portion of his/her sick leave to recover from his/her own illness or disability, which shall include in part, all disabilities caused or contributed to by pregnancy.

Absence due to compensatory injury or illness incurred in the course of the employee's employment may be charged against the employee's sick leave days on a pro-rata basis. The employee may request the Board pay to such employee the difference between his or her normal pay and benefits received under the Michigan Worker's Compensation Act for the duration of such absence, by pro-rata of accumulative sick leave days until such sick leave has been exhausted.

- c. Illness in the Immediate Family: The employee may take a maximum of one-half (1/2) his/her annual sick leave days for illness in the immediate family (husband, wife, children, mother, father, brother, sister).

2. Funeral/Bereavement: The employee may take a maximum of three (3) days, per occurrence, for a death in the immediate family: spouse, mother, father, guardian, child, brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparents, grandchildren. Additional days may be granted by the superintendent. Additional days not necessarily confined to immediate family members.

3. Personal Business:

- A. Personal business days shall be earned at the rate of two (2) per year for paraprofessionals, library clerk, bus drivers, custodians, and cooks. The secretary shall earn six (6). The secretary shall schedule one (1) of the six on the staff professional development day. Total accumulation of personal days shall not exceed four (4) days maximum. In any circumstances, there may be no more than four (4) personal business days taken in one (1) year. It is understood that the purpose of personal business days is to conduct business that cannot be attended to outside the normal school day.

A request for personal business days shall be submitted one week in advance. Exceptions shall be granted in emergency situations. Requests are to be made to the respective supervisor.

1. The following restrictions will be placed on the use of personal business days:
- a. Personal business days may not be granted a day before or immediately following a scheduled vacation period. A vacation period is defined as a week-day during the school year when school is not scheduled to be in session.

ARTICLE XIII: PAID LEAVE:

B. Types of Leave:

3. Personal Business:

1. (Con't.)

- b. Personal business days shall not be used for recreational purposes, shopping, or monetary gain.
- c. Personal business days shall be available for family related events when such events can not be scheduled outside the regular school day.
- d. Not more than two (2) support staff employees per classification will be granted personal business days on the same date except in cases of emergency. In the event that more than two (2) employees from the same classification request the same date, those requests received first will be granted.

4. MEAP Incentive:

The District shall compensate the paraprofessionals, secretary and library clerk one (1) MEAP leave day if the MEAP scores reach at least 35 points above the State average as calculated in the teachers' MEAP incentive. All tests from the MEAP test and MME shall be included except the combination ELA, which is a combination of the reading and writing scores. The leave day must be submitted to the superintendent or designee for approval no later than three (3) business days prior to the requested date. Approval shall be conditional upon substitute availability and/or scheduling issues. The leave day cannot be carried over to the following year.

5. Jury Duty: Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time as follows:

- 1. An employee shall be paid the difference between jury duty and his/her regular pay. An employee is entitled to keep the money received for mileage.
- 2. In order for an employee to be compensated for appearance in arbitrations and fact findings, the Association must provide and pay for a substitute during the absence(s).

ARTICLE XIV

UNPAID LEAVES

- A. General Conditions: All unpaid leaves shall meet the following conditions:
1. A leave of absence without pay or benefits up to one (1) year in duration may be granted upon written request to the Board and upon approval of the Board.
 2. Each employee is not entitled to more than one (1) unpaid leave of absence per year unless provided for by law.
 3. No loss of seniority shall occur while on an unpaid leave, but seniority shall not accumulate.
 4. The request for the leave shall include the reason for the leave, along with notification of the beginning and ending dates of such leave.
 5. If possible, notification of any leave shall be made to the Board sixty (60) days before the beginning of said leave.
- B. Unpaid leaves may be taken for the following purposes:
1. Military Leave: A military leave of absence shall be granted to any employee in accordance with the law.
 2. Personal Illness/Disability: An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may, upon application to the Board and upon approval of the Board, be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year. An extension may be granted by the Board for unusual situations.
- C. Return From Leave: An employee returning from a leave of absence shall be reinstated to his/her former or similar position within the classification, provided he/she can perform the job. A similar position is a position within the employee's classification which most closely reflects the hours and wages of his/her former position. An employee returning from leave cannot displace a more senior employee upon seeking a similar position, but may bump down. In the event a similar position does not exist, the employee will be entitled to the next available position for which he/she is qualified and able to perform within the classification, if he/she has greater seniority than the person holding that position.

ARTICLE XV

SEVERABILITY

If any provision of the 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.

ARTICLE XVI

DISCIPLINE

No employee with seniority shall be disciplined or discharged arbitrarily or capriciously. No complaint which is placed in an employee's personnel file will be the basis for discipline of the employee unless the employee has had an opportunity to review the material.

ARTICLE XVII

GRIEVANCE PROCEDURES

- A. It is mutually agreed that all grievances arising during the terms of this Agreement shall be settled in accordance with the procedure herein provided.

A grievance shall hereinafter be defined as follows: A claim by the employee or Association that there has been a violation or misapplication of any provision of this Agreement.

1. Should any grievance occur over the specific terms of this Agreement, there shall be an earnest effort by both parties to settle such misunderstanding promptly through the following steps:

Informal Procedure:

When cause for a grievance occurs, the employee shall request a meeting with his/her immediate supervisor with the objective of resolving the matter informally. If the matter is not resolved by this process, either party may request that a meeting be scheduled as soon as practicable with an Association representative present in an effort to resolve the misunderstanding.

Formal Procedure:

Step 1: If a grievance is not resolved during the conference with the Association representative present, the grievance shall be reduced to writing within ten (10) days of the last conference on the form provided by the union and presented to his/her supervisor within that time period. Failure to comply with the above procedure shall result in the grievance being considered as satisfactorily settled.

ARTICLE XVII: GRIEVANCE PROCEDURES:

A. 1. Formal Procedure: (Con't.)

Step 2: If the grievance is not settled at the *Step 1* level, or if no disposition has been made within seven (7) working days of the receipt of the written grievance, the grievance shall be submitted to the superintendent or his designee, who shall meet with an official(s) of the Association and the supervisor or representative of the Board, or both, within ten (10) working days after receipt of the grievance. A written decision shall be rendered to the Association within five (5) working days after such meeting.

Step 3: If the decision reached in *Step 2* is not acceptable, the grievance shall proceed to the Board of Education, accompanied by a written statement from the Association stating the reason(s) for failure to accept disposition at an earlier step in the grievance procedure. The Board of Education shall reach a decision within fourteen (14) days after receipt of the grievance. The Association will be notified of the Board's decision within two (2) working days after such decision has been made.

Step 4: Arbitration: Individual grievants shall not have the right to process grievances to arbitration. If satisfactory disposition of the grievance(s) is not made as a result of previous steps, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be made within twenty (20) working days from the date of receipt of the decision at Step 3.

- a. Powers of the Arbitrator: It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
- (1.) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - (2.) The arbitrator shall have no power to establish salary scales.
 - (3.) The arbitrator shall have no power to rule on any of the following:
 - (a.) The termination of services of any probationary employee.
 - (b.) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.

ARTICLE XVII: GRIEVANCE PROCEDURES:

A. 1. Formal Procedure:

Step 4: a. (Con't.)

- (4.) The arbitrator shall have no power to change any practice, policy, or rule of the Employer, nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer permitted under the terms of this Agreement. The arbitrator's power shall be limited to deciding whether the Employer has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
 - (5.) The arbitrator shall have no power to decide any questions which, under this Agreement, is within the responsibility of the Employer to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - (6.) There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Employer.
 - (7.) The fees and expenses of the arbitrator shall be the responsibility of the party seeking arbitration.
- b. Claim for Back Pay: The Employer shall not be required to pay back wages accrued more than 25 days prior to the date a written grievance is filed.
- (1.) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.
 - (2.) No decision, in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE XVII: GRIEVANCE PROCEDURES:

A. 1. Formal Procedure:

Step 4: (Con't.)

- c. Failure of the employee or the Union to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed a withdrawal of the grievance and acceptance of any response provided by the Employer. Failure of any representative of the Employer to respond at any level within the time lines specified shall enable the Union to appeal to the next level of the grievance procedure within the designated time lines.
- d. The content of any job description or evaluation shall not be a subject for arbitration. The qualifications, certifications and/or licenses required for any position shall not be a subject for arbitration. The performance expectations established for any position shall not be a subject for arbitration.

ARTICLE XVIII

VACATIONS

A. Vacations are to be earned as follows:

1. 12-month employees to receive:

- 1 year employment: 5 days
- 2 years employment: 6 days
- 3 years employment: 7 days
- 4 years employment: 8 days
- 5 years employment: 10 days
- 10 years employment: 15 days

- 2. Vacation time will be scheduled when requested by the employee in advance and approved by the Superintendent of Schools, with 5 days used when school is in session. Only one employee may be on vacation at a time when school is in session.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012 and shall continue in effect until the 30th day of June 2014. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period(s) by mutual written agreement of the parties.

ARTICLE XX

IMPLANTATION OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed, hereafter employed or considered for employment by the Board. In addition, the Board shall provide the Association up to twenty-five (25) copies of the Agreement without charge, if requested. All school district personnel policies or any changes in said policies shall be distributed to all employees within thirty (30) days of the commencement of this contract or upon employment. Upon employment, employees shall be given a copy of the form authorizing check-off for Association dues and service fees within thirty (30) days of said employment.

ARTICLE XXI

EMERGENCY FINANCIAL MANAGER

If an emergency financial manager (EFM) is appointed by the State under PA 4 of 2011 of the Fiscal Accountability Act, the EFM may reject, modify, or terminate the collective bargaining agreement at his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employees Relations Act (PERA).

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives:

AUGRES-SIMS BOARD OF EDUCATION:

AUGRES-SIMS MICHIGAN EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION:

By: _____
Douglas Furtah, President

By: _____
Ann Tremble, Co-President

By: _____
Eric Forton, Secretary

By: _____
Cynthia Perkins, Co-President

By: _____
Gary M. Marchel, Superintendent

By: _____
Laura Moody, Secretary

Dated: July 2, 2012

Dated: July 2, 2012

APPENDIX A

PAID HOLIDAYS

A. Full time custodians to receive:

July 4th
Labor Day
Opening Day of Deer Season (if school is not in session)
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Good Friday (if school is not in session)
Memorial Day

B. All holiday pay shall be paid at the regular daily rate of pay.

C. The above holidays are paid, providing they meet the following eligibility rules:

1. The employee is a permanent employee as of the date of the holiday.
2. When a holiday falls on a Saturday or Sunday, the Board shall have the right to observe the holiday on the preceding Friday or the following Monday, or observe the holiday on another day which is mutually agreeable to the Board and the Union.
3. The employee must have worked the last scheduled workday prior to the holiday and the next scheduled workday after such holiday to receive holiday pay (unless excused by the superintendent).

APPENDIX B
WAGES AND FRINGE BENEFITS

A. Salary Schedule: 2012-14

<u>Steps:</u>	(1)	(2)	(3)
<u>Classification:</u>			
Paraeducators	8.97	9.93	10.89
Cooks	8.97	9.93	10.89
Custodians	10.52	11.67	12.83
Bkkpr/Gen Att Clerk	9.54	10.59	11.60
Elem Library Clerk	9.31	10.29	11.32
Secretaries	10.43	11.54	12.70
Bus Drivers:	10.46	11.61	12.75
Field Trips	9.61	10.64	11.64
Special Education	10.46	11.61	12.75

Custodians will be paid a shift premium of \$.25 per hour for hours worked between 6:00 p.m. and 6:00 a.m.

All new employees start on Step 3 of the salary scale.

B. Fringe Benefits:

Upon proper application by the eligible employee, the Board will provide the following fringe benefit/health care protection, subject to Section B, Part 3. An employee must authorize payroll deductions for the remaining balance between the amount contributed by the School District towards the premium cost and the actual cost for coverage.

1. The district will provide the following health care coverage or its equivalent, to eligible employees as follows:
 - MESSA Choices II (Non-PAK)
 - \$100/200 deductible
 - \$10/25/50 office visit
 - \$10/20 drug card
2. Non-PAK B (Vision and Dental only) premiums will be paid by the employer.

APPENDIX B: WAGES AND FRINGE BENEFITS:

B. Fringe Benefits: (Con't.)

2. Health Insurance:

2012-14

- a. Custodians (full time, 52 weeks per year, 8 hours per day) 80% Single Subscriber Premium Paid
- b. High School & Elementary Secretaries 80% Single Subscriber Premium Paid
- c. Employees scheduled to work less than 42 weeks per year, and at least 6 hours per day 80% Single Subscriber Premium Paid
- d. Employees scheduled to work at least 38 weeks per year and less than 6 hours per day, but at least 3 hours per day 80% of Single Subscriber Premium Paid
- e. All new employees hired after July 1, 2012 are not eligible for insurances.

3. Option Plan:

The District will not be obligated to provide health insurance coverage if it would result in more than one health insurance plan for a family unit. If the bargaining unit member's spouse is also an employee of the District, the bargaining unit member shall designate who is to be the carrier of health insurance. Employees receiving generally comparable insurance coverage through a spouse employed by the District shall not be eligible for insurance coverage provided by the District. There shall be no double coverage provided by the District.

- a. In the event that the District employs both a husband and wife, one of the couple may take the health coverage as per contract, and the other may apply, as per contract, the premium toward the spouse's coverage.
- b. The Board will adopt, implement, and administer a Section 125 Plan, which provides employees not electing health insurance with \$800.00 cash.

4. Longevity:

Employees with the following years of service credit with the AuGres-Sims School District shall be paid, in addition to their regularly scheduled rate of pay, a longevity payment according to the following schedule each year on the first day of June:

10 - 14 years	\$300.00
15 - 19 years	\$500.00
20 + years	\$750.00

APPENDIX B: WAGES AND FRINGE BENEFITS:

B. Fringe Benefits: (Con't.)

5. Payroll Deductions:

The Board may make payroll deductions as requested by the employee. The number of said deductions is to have reasonable limitations, as determined by the Board. It shall be the responsibility of the employee to properly enroll in programs available and make notification of any change in status in a timely fashion. All benefits are subject to policy or program terms and conditions.

6. The district will provide a core short term disability (STD) and basic term life plan as attached:

a. Additional options offered by the carrier may be purchased and paid for by the employee through payroll deductions.

7. All MESPA staff shall receive an off-schedule payment of \$500.00 the first pay in December of each year of this contract. Only employees on payroll as of September 1 of each year are eligible.

APPENDIX C

ADDENDUM

Posting, Bidding, Assigning Bus Route Vacancies:

A. Posting Criteria:

All posted route(s) will reflect the following information: Route number, vehicle assigned, start and end time, total work time, and total mileage.

Vehicles may be reassigned to accommodate service, repairs, special trips, or programs used to qualify for State reimbursement.

B. Posting - Preschool:

Management shall determine the route(s) to be posted prior to the opening of school. All routes shall be posted in a mailing to all unit members at least five (5) days prior to the Friday prior to the annual start of school. The bidding and awarding of all routes will take place that day. All drivers in attendance shall bid in line with their seniority, or the Union shall bid on their behalf.

An employee who cannot be present at the initial award meeting must authorize the president or his/her designee to bid on his/her behalf. In the absence of said authorization, the Union shall bid for said driver, and the driver must accept the route awarded.

C. Posting Within First 45 Days:

Following the initial bid, necessary route adjustments may be made. Upon completion of the adjustments, all routes will be posted, bid, and awarded no later than forty-five (45) days after the start of school.

D. Posting After 45th Day:

Postings in this category are initiated by a permanent vacancy or a route being adjusted by more than fifteen (15) minutes or fifteen (15) miles.

E. Posting Issues:

Once routes have been established, drivers may not adjust routes or stops without written permission from the Supervisor.

Drivers will assume awarded route(s) and duties the Monday following any award.

APPENDIX C:

E. Posting Issues: (Con't.)

When a permanent vacancy occurs beyond the initial forty-five (45) day period, it shall be posted within five (5) days and the bid/award meeting shall be held within three to five (3 to 5) days following the posting. Employee(s) who are sick or on leave (illness or Worker's Compensation, etc.) are expected to bid via the president or designee. Upon return to work, the driver shall return to his/her awarded route.

- F. Bus routes and assignments made according to this Addendum are not included as those terms and conditions grievable within the grievance procedures of this collective bargaining agreement.