

COLLECTIVE BARGAINING AGREEMENT

Between the

BUCHANAN COMMUNITY SCHOOLS

And the

**BUCHANAN ASSOCIATION OF ADMINISTRATIVE AND
MEDIA ASSISTANTS**

For the period of July 1, 2017- through June 30, 2019

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THIS AGREEMENT made as of the date set forth below by and between the BUCHANAN COMMUNITY SCHOOLS, Berrien County, Michigan, acting by and through its Board of Education (the "Employer") and BUCHANAN ASSOCIATION OF ADMINISTRATIVE AND MEDIA ASSISTANTS (the "Association").

ARTICLE 1 - PURPOSE AND RECOGNITION

- A. Recognition: The Employer recognizes the Association as the exclusive representative of all the employees in the bargaining unit as to, wages, hours, and other terms and conditions of employment.
- B. Employees Defined: The word "employee" as used in this Agreement means all full-time and regular part-time office and clerical employees, administrative assistant and media assistants: excluding, administrators, teachers, substitutes, confidential employees, supervisory employees, students employed part-time or working in a co-op or similar program, and all other employees.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the Employer retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon it or vested in it by the Laws and Constitution of the State of Michigan and of the United States, and all rights and powers to manage and conduct the activities of the Employer and to utilize and direct its employees. Such rights include but are not limited to the rights to hire, promote, assign, transfer, and discipline employees, and determine the size of its work force.

ARTICLE 3 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

The Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

- A. Bulletin Boards and Internal Mail: The use of designated bulletin boards, or sections thereof, for the purpose of giving notice of Association activities, and the use of internal school mail services to distribute Association materials. Such use shall be in accordance with established regulations of the Employer. It is expressly understood that such notices shall contain nothing of derogatory nature to the Employer.
- B. Use of Facilities: The Association shall have the right-to-use school facilities for meetings and equipment; including typewriters, computers, duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper

operation of all said equipment. Such use shall be in accordance with the established rules and regulations of the Employer.

- C. Association Representatives: The Association may utilize a grievance committee composed of not more than three (3) employees in the bargaining unit. Should an Association representative who is an employee be required by management to attend a grievance meeting during their scheduled working hours, such time shall be without loss of pay. It is understood that such obligation of the Employer pertains to only one representative at any one time.
- D. Association Responsibilities: The Association shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:
 - 1. Association Representatives: The Association shall promptly notify the Employer in writing of the names of those persons who are authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.
- E. Concerted Activities: For the life of this Agreement the Association agrees that it will, in good faith, cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. Any employee engaging in such activity or activities may be disciplined up to and including discharge.
- F. The Employer specifically recognizes the right of its employees to request the services of the Michigan Employment Relations Commission for mediation assistance.
- G. An Association member, who engages, during the working day, in negotiating on behalf of the Association with any representatives of the Employer or participates in any grievance negotiation, shall be released from regular duties without loss of salary.

ARTICLE 4 - EMPLOYEE RIGHTS

- A. Personnel Files: Employees shall have reasonable access to their personnel files. Such access shall be limited to not less than twice per contract year. If an employee questions material in his/her files, said employee may attach a written notation to the material in question. The employee's review of such file shall be in the presence of a representative of the Employer. Furthermore, the employee may have an Association representative present at such review.
- B. Just Cause: No senior employee shall be disciplined without just cause.

- C. The provisions of this contract and the wages, hours, terms and conditions of employment shall be applied without regard to race, religion, color, national origin, age, sex, marital status, or association/membership with the activities of any employee organization.
- D. The Employer shall furnish job descriptions to each present employee, newly hired personnel and the Association President. Job descriptions of personnel placed in newly created positions and/or positions that change shall be furnished by the Employer within thirty (30) days of job assignment. Job descriptions shall be reviewed by each employee and their supervisor(s) before June 1st and updated when appropriate. A copy of any change will be given to the President of the Association with thirty (30) days.

ARTICLE 5 - TIME SCHEDULE

- A. Descriptions: “School Year” employees are employed for the same general period as their school year supervisors with the holiday, non-worked time and vacations described in this Agreement. It is recognized that the needs of different types of employees may vary. The before-student and after-student periods of employment shall be determined by the need as stated by the immediate supervisor and communicated through the Business Office with at least two (2) weeks’ notice to the employees before starting or concluding employment.
- B. The School Day or Working Hours: Under normal circumstances, full-time employees are expected to work thirty-nine (39) hours per week. Usually these hours are from 7:00 a.m. to 3:30 p.m., 7:30 a.m. to 4:00 p.m. and 8:00 a.m. to 4:30 p.m. with a one-half (1/2) hour unpaid lunch. Media Assistants may be allowed to take a one-half (1/2) hour unpaid lunch with the approval of both the Building Principal and the Business Manager. However, these hours may vary according to school and student needs. It is up to the immediate supervisor with the approval of the Business Manager to work out any variations.
- C. Weather Conditions and School Closing: The Association will not work but will be paid the number of snow days as negotiated by the teacher’s contract. After those days, the Association will not report to work and will not be paid as any remaining days will be made up at the end-of-the-school year (Media Assistants will work their regularly scheduled hours if making up a snow day). Association members who are excused by their supervisor to leave early because of weather conditions will receive full pay for the remainder of their normal workday. Association member who report to work within one hour of their normal starting time will receive full-pay.
- D. Association Members may take a fifteen (15) minute maximum relief time in the morning and in the afternoon at a time agreed upon with the immediate supervisor.

- E. Delay of School: When the start of school is delayed for any reason, Administrative Assistants will be expected to report at their regular starting time or no later than the delayed start time. Administrative Assistants will be paid for the time they actually worked. When the start of school is delayed for any reason, Media Assistants will be expected to report when students report. Media Assistants will be paid for the time they actually worked. Media Assistants may make up lost time not to exceed regularly scheduled hours during that pay period.

ARTICLE 6 - SENIORITY

- A. Probationary Period: A new employee shall be in a probationary status for the first sixty (60) days worked. There shall be no seniority for probationary employees. Such employees shall be entitled to all the provisions of this Agreement except a probationary employee shall not have the opportunity to bid on vacancies and may be disciplined or terminated without recourse to the grievance procedure.
- B. Seniority Defined: An employee's seniority shall be defined as their length of service with the Employer since their first working day as a regular employee. Should a tie need to be broken, the "hiring date" as noted in their job offer letter shall be used. Seniority shall not accrue during layoffs or unpaid leaves of absence.
- C. Seniority Lists: Seniority shall be defined as the length of service within the District as a member of the Association. Accumulation of seniority shall begin on the employee's first working day. The Association President and Secretary shall receive notification of each new employee hired after the seniority list has been published in order to update the list.
- D. Loss of Seniority: Seniority shall be lost if the employee:
1. Voluntarily quits
 2. Discharged-Unless reinstated through procedures set forth in this Agreement.
 3. Retires
 4. Their employment relationship with the Employer is otherwise terminated.

ARTICLE 7 - VACANCIES AND PROMOTIONS

- A. Whenever any vacancy or other special opportunity in any administrative assistant or media assistant position in the bargaining unit shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy

has been posted for at least five (5) working days. If such vacancy occurs during a "regular" school vacation period, the Association officers shall be notified by personal mail. (The Association officers are: President, Vice-President and Secretary/Treasurer.)

If a vacancy occurs within the bargaining unit, all interested bargaining unit employee applicants who have computerized test scores on file in the current form and are currently employed in a similar position will not be retested unless the employee elects to do so. Bargaining unit employees shall be interviewed for the vacancy prior to the position being opened to non-bargaining unit employee applicants. Qualifications shall be based on test scores and a successful interview. Tests used for determining qualifications shall be relevant to the vacancy.

Non-Bargaining unit employee applicants will not be previewed and/or scheduled to be tested until the Employer judges no bargaining employee applicants are qualified for the position.

- B. Any non-probationary employee may apply for such vacancies. Consideration will be given to the background, attainments, skills, seniority and all other relevant factors when filling such vacancy. If the qualifications are judged by the Employer to be equal, seniority will be the determining factor.
- C. If an employee is involuntarily transferred, the Employer shall first consult with the employee regarding said transfer.

ARTICLE 8 - LAYOFF AND RECALL

- A. The Employer will notify the affected employee(s) at least thirty (30) days in advance, if possible, of the anticipated layoff(s). After notification the employee(s) in the position(s) eliminated shall have the right to utilize their seniority to bump the least senior employee(s) (elimination must be a loss of 5 hours or more per week), within the same classification, after presenting qualifications, as determined by the Employer.
- B. When the Employer recalls laid off employees, said employees shall be recalled in the inverse order in which they were laid off provided the employees are qualified as determined by the Employer, to perform the duties of the positions being staffed. This provision shall only apply to senior employees.
- C. The Employer shall give written notice to any laid off employee of a job opening by sending the job posting by certified mail to the laid off employee at their last known address. The employee has three (3) working days to reply to the posting and indicate whether he/she is interested in the position. If the employee submits an application for the position and qualifies, the Employer will notify the employee by certified mail the date to report to work. Failure by the employee to respond to or comply with the recall notice within three (3) working days shall be

considered a voluntary quit and the employee will automatically terminate their employment relationship with the Employer. The obligation of the Employer to recall a laid off employee will cease after one (1) year from the date of layoff.

- D. If a position within the bargaining unit is phased out and the employee is placed into another bargaining unit, at a lesser rate of pay, the employee will continue at his/her current rate of pay.

ARTICLE 9 - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms of this Agreement. A grievant shall be defined as an employee.
- B. An employee may assert his/her right to present such grievance directly to the Employer and have it adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement, and provided further the Association is given the opportunity to be present at such adjustment.
- C. Informal Conference, Step 1: The grievant shall meet with his/her immediate supervisor or principal within five (5) working days of the alleged occurrence of the issue giving rise to the grievance with the object of resolving the matter verbally.
- D. Formal, Step 2: If the grievance is not satisfactorily resolved at the informal conference, the grievant shall within five (5) working days of the informal conference submit Form A (attached), Association Grievance Form, to the immediate supervisor or principal. The immediate supervisor or principal shall respond in writing in five (5) working days. All written grievances must be submitted on Form A.
- E. If the grievant is not satisfied with the disposition of the grievance at Step 2, the employee may appeal in writing within five (5) working days to the Superintendent or his designee. The Superintendent or his designee shall respond in writing within ten (10) working days of such hearing.
- F. Formal Step, 3: If the grievant is not satisfied with the disposition of the grievance at Step 2, the employee may appeal in writing within five (5) working days of receipt of the decision at Step 2 to the Board of Education. Upon receipt of such request the Board may hold a hearing or may designate one or more of its members to hold a hearing. Such hearing to be held and a final determination submitted in writing to the grievant within forty (40) days after its submission to the Board. The decision of the Board or the committee of the Board is final.
- G. The grievance procedure shall not apply to:

1. The discharge or discipline of any probationary employee.
 2. Any provision of this Agreement, which contains an express exclusion from the Grievance Procedure.
 3. Any matter which is a prohibited or illegal bargaining subject under the Public Employment Relations Act.
- H. Any grievance which has not been addressed via Section C or Sections D through F or which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance, which is not awarded within the time specified, shall be deemed to have been denied and the grievance shall automatically advance to the next step unless withdrawn.

ARTICLE 10 - LEAVES OF ABSENCE

A. Paid Leaves

1. Illness
 - a. School year employees shall be credited with ten (10) sick leave days at the beginning of each school year. Paid sick time shall be pro-rated for employees whose start date is after the start of the school year. Upon written request, the business office will provide an accounting of available sick time for each employee.
 - b. Annual sick leave shall be accumulative up to retirement. It is understood this time is to be used for personal illness, absence due to serious illness of a member of the immediate family or death of such member. Immediate family is defined as: spouse, child, parent, grandparent, grandchild, or sibling. These days may be used periodically or consecutively as circumstances may demand. At the time of retirement, provided the employee has been employed for the last ten (10) years, any sick days over eighty (80) with a cap of one hundred seventy (170) days shall be collected by the employee at the rate of 25% pay per day in a lump sum total. A day shall be considered to be eight (8) hours.
2. Bereavement: Five (5) days paid absence due to the death of a member of the immediate family. Immediate family is defined as: Spouse, mother, father, children, grandchildren, grandmother, grandfather, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law and in loco parentis. One (1) day paid absence due to the death of brother-in-law, sister-in-law, grandparents-in-law, aunt, uncle.

3. Personal Business Day: Two (2) days per year may be used for the purpose of personal business, when arrangements cannot be transacted outside of the regular workday to avoid its use. The personal business day may not be taken on days preceding or succeeding a vacation or holiday. To be eligible for personal business leave the employee must file a request with the immediate supervisor at least seventy-two (72) hours before the planned leave. The immediate supervisor may waive said notification in case of an emergency. Such leave shall not be accumulative, however, if not used will be added to sick leave.
4. Other Paid Leaves
 - a. Professional: A maximum of two (2) days per year shall be allowed for interschool visiting, professional meetings, and conventions according to the individual's need or affiliation. It shall be understood, however, any member of the staff officially designated by the school administration to attend a meeting or convention sponsored by an educational or professional organization shall be allowed reasonable expense. The time thus used shall not be considered part of the regular two-day allowance and no deduction from salary shall be made for such an absence. Any employee wishing to use the above two days, or any part of it should make arrangements with the Administration. This two-day allowance shall not be accumulative in any way.
 - b. Jury Duty: Employees on jury duty shall receive the difference between the daily fee for jury duty, excluding expenses, and their average daily pay providing jury duty is less. Such leave shall be granted in half-day increments.

B. Unpaid Leaves

Except as provided herein, leaves without compensation may be granted at the discretion of the administration.

1. In the case of a prolonged illness of a senior employee and said employee has exhausted their accumulated sick leave, said employee shall immediately apply to the Business Office in writing for an extended illness leave without compensation. Such leave shall be granted as follows:
 - a. Said employee shall provide the Business Office a physician's statement certifying the employee's inability to continue the position.
 - b. Such leave may not extend beyond a three (3) month period, at the end of which leave the employee must either return or resign, unless the Business Manager recommends a special extension.

- c. A notice of intent to return must be given at least fifteen (15) days, prior to expiration of the leave of absence or extension sought, otherwise the absentee's resignation will become automatic.
 - d. Upon receipt of their application of return to a position, and released by a physician, said employee shall be assigned to the position from which the leave was granted, if available. Should the employee indicate they would not be returning at the end of their leave of absence, at that time the job will be posted and made available to other employees.
2. Upon written application from the employee as required herein, the Employer shall grant a maternity leave without compensation as follows:
- a. Such application shall be made by the sixth (6) month of the employee's pregnancy.
 - b. An employee who is pregnant must, upon request from her supervisor, present a physician's certificate the employee is physically capable of performing the duties to which the employee is assigned.
 - c. Said leave begins prior to the date the employee is no longer able to continue performing the assigned duties as a result of such disability.
 - d. Such maternity leave shall be granted without experience credit on the salary schedule and without sick leave accumulation.
 - e. The employee shall be entitled to return from such leave at any time within 12 weeks after the birth of the child and shall be returned to the same position from which the leave was granted. The above is true only if a certificate of good health is presented to the Board. Refusal of such offer will imply an automatic resignation and forfeit of rights. (In accordance with the Family and Medical Leave Act.)
 - f. The unpaid leave policy provided herein (Section B) will apply to an employee adopting a child and shall commence upon entry of an order terminating the rights of the natural parent of the Probate Court.
3. Family and Medical Leave: An employee who has worked for the District for at least 1250 hours during the preceding twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave during any fiscal year under the terms and conditions established by the Family and Medical Leave Act of 1993, with health care coverage provided by the Board pursuant to the Family and Medical Leave Act of 1993, if requested by the employee, for one or more of the following reasons.

- Birth of the employee’s son or daughter or care for a son or daughter;
- A child’s placement with the employee for adoption or foster care;
- To care for a spouse, son or daughter, parent (but not parent-in-law) who has a serious health condition; or
- The employee’s own serious health condition.

Any family and medical leave shall be subject to the following conditions.

- The employee shall be required to substitute and exhaust any sick leave he or she may have accrued prior to placement on unpaid family and medical leave.
- Upon return from leave, the employee shall be assigned to either the same position from which the leave was taken, or to a comparable position for which the employee is qualified. Restoration may be denied in the event of a reduction of staff.
- If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee’s control), the Board shall have the right to recover all health care premium payments made during the unpaid leave interval. These amounts may be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.

ARTICLE 11 - VACATIONS AND HOLIDAYS

A. School Year Employees

1. School year employees shall receive the following vacation allowances:

1 st year of employment	No paid vacation
2 nd -3 rd year of employment	5 days paid vacation
4 th , 5 th , 6 th year of employment	10 days paid vacation
7 th year of employment	12 days paid vacation

All days must be taken on non-instructional (student days) during winter, spring, professional development days, and/or parent teacher conference make-up days, with the exception of no more than one day that can be used at the end of the school year; otherwise, all remaining days will be forfeited. Years-of-service for bargaining unit employees will be on the

Employer's fiscal year calendar. This applies to vacation and pay schedule steps, anniversary dates will no longer be used.

2. The additional days of scheduled school vacations will be taken without pay. To receive a paid holiday, the employee must work his/her scheduled workday preceding and the scheduled workday following the holiday unless the employee is on a paid leave of absence except as provided in this agreement.
 3. Vacation days must be used in the period earned.
 4. School year employees are entitled to the following paid holidays: Great Americans Day (to be used on non-instructional days), Memorial Day, Labor Day, Wednesday afternoon before Thanksgiving Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. To receive paid holidays, the employee must work his/her scheduled workday preceding and the scheduled workday following said holiday unless the employee is on an approved leave of absence.
- B. A paid holiday occurring during vacation period shall not be counted as a vacation day, but may be added to the vacation or taken at a later date with the approval of the immediate supervisor.
- C. School year employee working a regularly scheduled full day summer assignment shall be paid for the July 4th holiday if the holiday falls within the scheduled assignment and they meet the enclosing day requirements.
- D. Vacation days shall be paid at the same rate as a normal day.
- E. Discontinued Services and Earned Vacation: Any employee who discontinues the service does not forfeit their right to earn vacation if eligible for it. To be eligible, the employee must have worked one-half of their contract years.

ARTICLE 12 - WAGES AND BENEFITS

- A. Pay Dates: Employees will be paid bi-weekly with insurance payments deducted semi-monthly and tax-sheltered annuities deducted either semi-monthly or monthly as requested in writing.
- B. Overtime Pay: Overtime work in excess of 40 hours per week shall be paid at one and one-half times the regular hourly rate. Compensatory time shall be paid, in accordance with the Fair Labor Standards Act and Regulations. Those employees who perform such work on a straight time basis shall normally perform overtime work. If it is determined by the Employer other employees are also required to perform such work, nothing herein shall prevent such assignment. If more than

one employee performs such work, the work shall be divided amongst said employees.

C. Insurance: The following insurance provision is provided:

1. The insurance benefit year shall be July 1 - June 30.
2. The District shall identify its preferred insurance carrier and coverage, and shall advise the Association of the insurance carrier and coverages selected for each medical benefit plan coverage year. A committee of District employees (including a representative of the Buchanan Association of Administrative and Media Assistants) will meet to review insurance proposals. The medical benefit plan identified by the District shall comply with the Patient Protection and Affordable Care Act, the IRS Code, and Public Act 152 of 2011, as amended (PA 152), including any requirements necessary to avoid taxes, fees, or penalties.
3. Subject to Public Act 54 of 2011, the Board shall contribute the maximum hard-cap amount per eligible individual allowed under PA 152 for the medical benefit plan coverage year then in effect. The Board shall first contribute to medical benefit plan premiums, and then to a Health Savings Account (if any amount remains) in a combined amount not to exceed the individual's PA 152 hard-cap. The Board shall contribute an amount up to each eligible individual's PA 152 hard-cap in pro-rated monthly premium payments, with the remainder, if any, in a lump sum HSA payment.
4. **For individuals who are assigned to less than a full-time position as defined by the PPACA (currently working an average of 30 hours or more per week in the District), will not be entitle to health insurance benefits.**

Any new hires into the bargaining unit after July 20, 2015 will only be eligible for Single coverage health insurance, members hired prior to July 20, 2015 can select between single, 2-person and family

5. For all individuals continuously employed, insurance benefits allowed shall not be terminated prior to September 1 for any individual leaving the employment of the Board after June 1 of the same school year, so long as the individual pays his/her portion of the medical benefit plan costs. The Board's contribution shall cease for any individual whose employment ceases prior to June 1 or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act. Individuals shall be responsible for ensuring that the Board is reimbursed for any pro-rated portion of its HRA contributions attributable to that portion of the medical benefit plan coverage year remaining when the

individual leaves active employment with the District, except where the leave is related to the Family and Medical Leave Act.

5. To the extent allowed by law, individuals may contribute to a health Flexible Spending Account or Section 125 plan in an amount authorized by law for the medical benefit plan coverage year, which shall be used to offset any deductibles, premium costs attributable to the individual (if any), and any other items allowed by law and the Board's Section 125 plan.
7. If, in any insurance benefit year, the monthly insurance premium exceeds the Board's contribution, any additional amounts shall be payroll deducted, or if wages are not available for payroll deduction, shall be paid directly by the individual prior to the 1st of the month in which the premium payment is due.
8. The Board will provide a Section 125 Plan that complies with the IRS Code.
9. For those opting to take cash-in-lieu rather than the medical benefit plan, the Board shall pay Four Hundred Eighty Eight Dollars and 13 cents (\$488.13), minus all applicable taxes, deductions, and any payments made towards non-medical benefit insurance plans chosen or required by the individual, in accordance with the District's Section 125 Plan.

Any new hires within the bargaining unit after July 20, 2015 will only receive \$350 cash-in-lieu.

If the Association decides to switch to an HSA/high deductible insurance plan in January 2015, the District agrees to put \$1,500 bi annually (January and July) into an individual Health Savings Account for each member taking insurance. The overall amount contributed by the District for insurance premiums will be decreased by \$3000 annually; keeping the total District cost the same.

Annuities and insurance begin after employee elects option. It is the employee's responsibility to sign-up for benefits and is aware of his/her negotiated rights. All employees are to be aware of all provisions listed in the Support Staff Handbook.

D. Wage Schedule:

1. Classifications

Class 1

- Administrative Assistant to Building Principals

- Administrative Assistant to Director of Building Operations And Transportation
- Administrative Assistant to Student and Community Services Director
- Administrative Assistant to High School Athletic Director and Assistant High School Principal
- Middle School Attendance and Athletic Administrative Assistant

Class 2

- Elementary Media Assistants
- Middle School Media Assistant
- High School Media Assistant
- General Clerk

2. Pay Schedule

Class 1 17-18

Step

1	\$12.63
2	\$13.27
3	\$13.97
4	\$14.55
5	\$15.47
6	\$16.31
7	\$18.09

Class 2 17-18

Step

1	\$12.09
2	\$12.73
3	\$13.35
4	\$13.95
5	\$14.80
6	\$15.68
7	\$17.39

Any new hires within the bargaining unit after July 20, 2015 will be capped at step 5

2018-19 Step 7 only will be given a 1% increase provided as follows if the district fund equity is above 19% after the completion of the 2017-18 final audit. Members will receive their step increase.

Class 1	<u>18-19</u>
Step	
1	\$12.63
2	\$13.27
3	\$13.97
4	\$14.55
5	\$15.47
6	\$16.31
7	\$18.27

Class 2	<u>18-19</u>
Step	
1	\$12.09
2	\$12.73
3	\$13.35
4	\$13.95
5	\$14.80
6	\$15.68
7	\$17.56

Any new hires within the bargaining unit after July 20, 2015 will be capped at step 5

3. Service Compensation

- a. Credit on the pay schedule to a maximum acceptable to the Board may be allowed to those presenting satisfactory prior experience. Current employees may make written application for this credit to the Business Manager.

ARTICLE 13 - MISCELLANEOUS

A. Temporary or Part-Time Employment (excluding student help):

- 1. If there is a need for temporary or part-time clerical help, administrative assistants or media assistants on vacation or unemployed during regular school vacations may be asked to work before the services of temporary or part-time help is acquired. The employee asked to work shall be determined as follows:

- a. First opportunity shall be given to the employee from whose office or building the request is made.
 - b. If the employee refuses the opportunity, the offer shall be made to the staff employees by seniority.
 - c. An assistant asked by a supervisor to temporarily assume the duties of another employee for at least three (3) consecutive days, will be paid the rate for those duties. An employee's rate of pay shall not be reduced by any temporary change in duties.
 - d. If a bargaining unit employee is asked by their supervisor to work for another bargaining unit employee for any reason and for any length of time, he/she shall receive their regular rate of pay.
- B. Written Resignation. Any assistant desiring to resign shall file a written resignation with the Business Manager at least (10) work days prior to the effective date, after first discussing the resignation with the immediate supervisor.
- C. Employee's Address. It shall be the responsibility of each employee to notify the Employer of any change of address. The employee's address as it appears on the Employer's record shall be conclusive.
- D. Students will not be left in the office to be supervised by bargaining unit employee Members as a form of discipline. Discipline is the responsibility of the Principal/Assistant Principal.
- E. Job description to be updated periodically and included in said employee handbook.
- F. **Retirement Incentive:** Employees who have attained ten (10) consecutive years of service with the School District shall, upon retirement, receive a retirement incentive bonus as part of their final average compensation. Five (5) retirement incentive days, payable at the rate of forty dollars (\$40.00) per retirement incentive day, shall be awarded for the first ten (10) years of service. One (1) additional retirement incentive day shall be awarded for each year over ten (10) up to a maximum of twenty (20) years of service, payable at sixty Dollars (\$60.00) per retirement incentive day. The benefit shall be included with their final pay.

ARTICLE 14 – SEVERABILITY

If any provision of the Agreement or any application of the Agreement to any employee is found contrary to law, then such provision or application shall be deemed null and void, but all other provisions 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.

An Emergency Financial Manager appointed by law may reject, modify, or terminate this agreement as provided by law.

ARTICLE 15 – DURATION

The Agreement shall become effective July 17, 2017 and remain in effect through June 30, 2019. Either party may request the initiation of negotiations for a subsequent agreement on or after March 1, 2018.

FOR THE ASSOCIATION

Stephanie Abraham 7/17/17
President Date

Suzan Lemp 7/17/17
Secretary Date

FOR THE EMPLOYER

James Beuch 7/17/17
President Date

Rich Kates 7/17/17
Secretary Date