

**MONTROSE COMMUNITY  
SCHOOLS**

**Building Aides Association  
Contract**

**2007 – 2009**

This agreement entered into this 1<sup>st</sup> day of July 2007 and expires the 1<sup>st</sup> day of July 2009 and between the Board of Education of Montrose Community School District, Genesee and Saginaw Counties, Montrose, MI hereinafter called the "Board", and the Groups defined below in the Classification Section (C.) 1, 2 & 3 "Building Aides Association".

**ARTICLE I  
RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all members of the Building Aides Association (Classifications 1, 2 & 3).
- B. The Board agrees not to negotiate with any other groups other than the Building Aides Association (Classifications 1, 2 & 3) for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Building Aides Association (Classifications 1, 2 & 3).
- C. Classifications
  - 1. Building Aides – HS / MS / Carter Playground, Cafeteria, Crossing, Hall, Breakfast & Bus
  - 2. Building/Mail Aides – District Mail
  - 3. Paraprofessional Instructional Aides – Title/Overage, Special Education, Health Care, Fast ForWord, ISR & Choice

Crossover in classification combines to equal total work hours per day.

**ARTICLE II  
COMPENSATION**

**Building Aides**

	1	2	3	4	5	6	7
2007-08	9.45	9.73	10.01	10.33	10.80	11.27	11.74
2008-09	9.65	9.93	10.21	10.53	11.00	11.47	11.94

**Building/Mail Aides**

	1	2	3	4	5	6	7
2007-08	9.56	9.84	10.15	10.46	10.93	11.40	11.88
2008-09	9.76	10.04	10.35	10.66	11.13	11.60	12.08

**Paraprofessional Instructional Aides**

	1	2	3	4	5	6	7
2007-08	10.79	11.17	11.54	11.94	12.31	12.65	13.04
2008-09	10.99	11.37	11.74	12.14	12.51	12.85	13.24

**Longevity:**

2007-08 Longevity	10 years	.54	2008-09	.59
	15 years	.66		.71
	20 years	.75		.80
	25 years	.85		.90

**ARTICLE III  
INSURANCE**

The employer will pay the employee a subsidy to be used for health insurance options. The subsidy will be paid in the following manner.

- (a) Cash option in the amount of \$30.00 per month for 12 months (from which applicable withholding will be made) if the employee averages six (6) or more hours work per day on a regular basis or if applicable, cash option in the amount of \$25.00 per month for 12 months (from which applicable withholdings will be made) if the employee averages less than six (6) hours work per day on a regular basis.
- (b) District-paid premium equal to the cash option in (a) above to be applied toward the purchase of qualified benefits under District-sponsored insurance plans including, but not limited to, long-term disability, short-term disability or group term life insurance. The employee must elect to pay the remainder of the required premium for such qualified benefit by means of compensation reduction pursuant to the terms of a cafeteria plan.

It is the employee's responsibility to elect option A or option B and notify the business office of their election. Cash options to be paid on the 1<sup>st</sup> pay of each month September through June. Cash options will be instituted beginning with the month of contract ratification.

**ARTICLE IV  
SICK LEAVE**

- A. Employees absent from duty on account of personal illness or any other approved reason shall be allowed full pay as follows: One (1) sick day per month worked, for an employee to get credit for sick time in a month worked the employee must be scheduled to work a minimum of ten (10) days to get credit for one-half (1/2) day and twenty days to get credit for one (1) day. Only Aides working four (4) hours or more each day shall receive sick leave. Said sick leave shall be equivalent to their day.
- B. Leaves of absence with pay chargeable against the employee's allowance:
  - 1. A maximum of five (5) days per school year for family illness or injury of an immediate family member.
  - 2. A doctor's appointment that cannot be scheduled another time.

3. Immediate family is defined as spouse, children, stepchildren, grandchildren, parent or equivalent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparents of either spouse or any family member residing in the household.
  4. Any employee may take a maximum five (5) days per year for a death in the immediate family.
  5. An employee may take one (1) day per year to attend or participate in a funeral.
- C. The total unused portion of the annual sick leave allowance shall be permitted to accumulate to a maximum of 720 hours. If an employee is terminated for any reason after ten (10) years of employment, half (1/2) the accumulated sick leave shall be paid at **minimum wage**.

#### **ARTICLE V SENIORITY**

The Board recognized seniority should be taken into account when a staff reduction is necessary. If a staff reduction is made, the board will attempt to use seniority to determine the order of lay-off. If a laid-off Association member believes their skills are adequate to perform the tasks of a lower seniority person still employed and the laid-off Association member holds the proper certification for that position, the laid-off Association member has the right to request a hearing with the Superintendent.

Seniority includes all classifications combined. Master seniority list will be distributed to members.

If the Superintendent grants an Association member's request to "bump" a lower seniority person, the Association member will have thirty (30) days to demonstrate that his/her skill is adequate to perform the assigned tasks. If the Association member is unable to perform the assigned tasks in a satisfactory manner, the Association member shall be returned to laid-off status.

#### **ARTICLE VI MISCELLANEOUS**

- A. A newly hired aide must complete 20 working days on probation. A probationary employee whose service is deemed unsatisfactory may be terminated at the will of the Board of Education. No sick leave, paid holidays or fringes of any kind shall be granted to a probationary employee.
- B. If a sub maintains the same position daily over a three (3) month period, said sub shall receive regular wages for the remainder of the assignment at step one of that particular classification.
- C. Two (2) days personal leave will be granted. Unused personal leave may accumulate as sick leave.
- D. Paid Holidays: Friday before Labor Day, Labor Day, Columbus Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, President's Day, Good Friday, Memorial Day.

Also, Friday before Columbus Day and Friday before President's Day provided that the school calendar is so arranged that school is not held.

- E. When school is not in session due to inclement weather, all classifications shall be paid, up to a maximum number of snow day hours allowed by the MDE per year.
- F. Job description will be updated upon mutual consent. All members will have a current copy of their job description.
- G. All open positions, newly created positions or vacancies be posted internally for at least five(5) working days. The posting will be sent to the spokesperson and must be visible to every employee in every building in a predetermined location. During the summer a registered letter of the posting(s) will be sent to the spokesperson of the group. Persons represented by this contract may apply for an open position and be given first chance based on qualifications and seniority, before an external posting is posted. However, the Administrator in charge has final authority over placement.

**ARTICLE V  
DURATION OF THE AGREEMENT**

This agreement shall be effective as of July 1, 2007 and shall continue in effect for two (2) years until June 30, 2009.

This agreement shall terminate June 30, 2009 and may be amended and/or renewed by mutual agreement.

WITNESS OUR HAND AND SEAL THIS 2-12-08

MONTROSE COMMUNITY SCHOOLS  
BUILDING AIDES

MONTROSE COMMUNITY SCHOOLS  
GENESEE & SAGINAW COUNTIES, MI  
by the MONTROSE BOARD OF EDUCATION

Katie Jacobs  
Marie Bongio  
Sue Stevens  
Marie Menosky  
Mary Ann Kilbourn  
Garen Hemker

Mark Kleinhans *Syed. MLS*

The Board will secure and maintain in force and effect, without cost to the Building Aide employees, a policy of public liability insurance, covering all Building Aide Employees in the performance of their duties under which each Building Aide Employee will be afforded such coverage in the amount of \$1,000,000 for any one accident.

Whenever any claim is made or any civil action is commenced against any Building Aide Employee for injuries to persons or property and while acting within the scope of his/her authority, the Board will furnish the services of the school attorney to advise the Building Aide Employee as to the claim and to appear for and represent the Building Aide Employee in the action and the Board may compromise, settle and pay such claim before or after the commencement of any civil action.

2-26-08 Date

 Mark R. Kleinhans Supt MCS

 Building Aide Employee Rep.