

Montrose Community Schools

Building Aides Association Contract

2009 – 2011

This agreement entered into this 1st day of July 2009 and expires the 1st day of July 2011 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 Loading and Unloading.
 - 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**

2009-10	\$100.00 off schedule one time lump sum payment
2010-11	\$125.00 off schedule one time lump sum payment

Building Aides

	1	2	3	4	5	6	7
2009-10	9.65	9.93	10.21	10.53	11.00	11.47	11.94
2010-11	9.65	9.93	10.21	10.53	11.00	11.47	11.94

Building/Mail Aides

	1	2	3	4	5	6	7
2009-10	9.76	10.04	10.35	10.66	11.13	11.60	12.08
2010-11	9.76	10.04	10.35	10.66	11.13	11.60	12.08

Paraprofessional Instructional Aides

	1	2	3	4	5	6	7
2009-10	10.99	11.37	11.74	12.14	12.51	12.85	13.24
2010-11	10.99	11.37	11.74	12.14	12.51	12.85	13.24

Longevity:

2009-10 Longevity	10 years	.59	2010-11	.64
	15 years	.71		.76
	20 years	.80		.85
	25 years	.90		.95

**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 \$40.00 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 \$35.00 per month for 12 months (from which applicable withholding 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 plan 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 1st pay of each month September through June. Cash options will be instituted beginning with the month of contract ratification.

**ARTIVLE IV
LEAVE OF ABSENCE**

- 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 schedule 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. Any employee whose personal illness extends beyond the period compensated under Article IV items A and B shall be granted a leave of absence without pay for such time as it is necessary for completed recovery from such illness; the period of time not to exceed one (1) calendar year. Upon the employee's return from said leave, the employee shall be assigned to the same position, if available, or a substantially equivalent position. He/she shall remain in the same position on the salary scale as when leave began.
- D. The Board may grant a leave of absence for maternity, childcare, parent care without pay. Such leave must be requested in writing at least thirty (30) days in advance of the date on which the leave is to begin. Such leave may be up to six (6) months. The employee shall be returned to the same position he/she held when the leave began.
- E. An employee on layoff will retain seniority up to a maximum of nine (9) months (school year). Any Association member who is on layoff for a period of time that exceeds this time frame will lose all seniority and recall rights.
- F. A "Bargaining Unit Member" can donate up to fourteen (14) hours of sick time to another "Bargaining Unit Member" under approval of the Superintendent.
- G. Any employee leaving the Montrose Community School System with ten (10) or more years of service in Montrose shall receive ½ the accumulated sick leave, as a severance benefit, payment at minimum wage for each unused sick hour. The total unused portion of the annual sick leave allowance shall be permitted to accumulate to a maximum of 720 hours.

ARTICLE V SENIORITY

The Board recognizes seniority should be taken into account when a staff reduction is made. 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 in their classification 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 to "bump" the lower seniority person in that classification.

If the Superintendent grants the Association members request to "bump" a lower seniority person in their classification, 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 for sixty (60) consecutive workdays, 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. Holidays: Friday before Labor Day, Labor Day, Fall Break Day, Thanks Giving, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Mid-Winter Break Day, Good Friday, Memorial Day.
- 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. If school is in session a ½ day, the mailroom aide will perform his/her work at the end of the ½ day.
- G. Before positions are filled, Administration will meet with Bargaining Unit Leadership to discuss all new positions or position adjustments, prior to any action being taken.

**ARTICLE VII
DURATION OF THE AGREEMENT**

This agreement shall be effective as of July 1, 2009 and shall continue in effect for two (2) years until June 30, 2011.

This agreement shall terminate June 30, 2011 and may be amended and/or renewed by mutual agreement.

WITNESS OUR HAND AND SEAL THIS _____

**MONTROSE COMMUNITY SCHOOLS
BUILDING AIDES**

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

