




BUILDING AIDES ASSOCIATION CONTRACT

A decorative graphic consisting of a blue ribbon that folds and loops across the bottom of the page. The ribbon is semi-transparent and has a 3D effect with shadows.

2013-2016

This agreement entered into this 1st day of July 2014 and expires the 30th day of June 2016 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, Pre-School, ECDD & Choice

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

ARTICLE II COMPENSATION

- A. Inasmuch that the fiscal stability of the District is in the best interests of all employee groups, it is also recognized that all employees must be recognized as partners in the shared efforts to maintain adequate resources. As such, the following compensation agreement shall remain in effect for the duration of this agreement.
- B. All bargaining unit members will remain at the pay level as of June 30, 2013.
- C. For the 2014-2015 and the 2015-2016 school years, member compensation shall be determined as follows:
 - 1. All employee groups shall share in expenditure reductions as follows:
 - a) Based upon the preliminary audited figures obtained in the fall of each school year, the District shall determine the amount of salary reduction necessary to maintain the audited fall 2013 fund balance. Salaries shall be reduced by the percentage amount, if any, which is necessary to maintain that fund balance for the 2013-2014 and 2014-2015 school years. Any such reduction shall be deducted from each individual's salary, spread equally over the pays for the school year.
 - b) Any type of salary reduction will be off-schedule
 - c) Any salary reduction shall not reduce a member's salary below the base level.

d) In the event the parties do not have a successor CBA (Collective Bargaining Agreement) in place by July 1, 2016, the provisions of Paragraph 1 will remain in effect until such time as a successor CBA is negotiated.

D. Members shall share in revenue increase as follows:

1. If the District's local, state, and federal revenue based upon the first quarter amendment (Revenue) exceeds the prior year's expenditures, adjusted for known, non-discretionary increases or decreases in expenditures for the current year (Expenditures), plus 5% (fund equity as measured as a percentage of total expenditures), 50% of the amount by which revenue exceeds expenditures plus 5% will be distributed back to staff in an amount equal to the percentage of salary budgeted for each employee group (not including compensation for non-duty assignments); and 65% of the amount by which revenue exceeds expenditures by 8%. The amount returned to the Bargaining Unit shall be returned to the members on a pro-rated basis, off scale, inclusive of all employer costs to include FICA and retirement, and paid in February of any such school year.
2. Non-discretionary expenditures shall be defined as obligations of the District, which it must pay to meet its contractual obligations and to operate the school district. Increases or additions to expenditures shall include, by way of example, but not limited to:
 - a) Increases or decreases in the state per pupil funding formula
 - b) Insurance premium increases
 - c) Retirement rate increases
 - d) Replacement of failing boiler
 - e) Utility rate increases
 - f) Contractual obligations

ALL STEP INCREASES ARE FROZEN FOR THE DURATION OF THIS CONTRACT								
	YEAR	1	2	3	4	5	6	7
BUILDING AIDES	2014-2015	9.17	9.43	9.70	10.00	10.45	10.90	11.34
	2015-2016	9.17	9.43	9.70	10.00	10.45	10.90	11.34
BUILDING/MAIL AIDES	2014-2015	9.27	9.54	9.83	10.13	10.57	11.02	11.48
	2015-2016	9.27	9.54	9.83	10.13	10.57	11.02	11.48
INSTRUCTIONAL AIDES	2014-2015	10.44	10.80	11.15	11.53	11.88	12.21	12.58
	2015-2016	10.44	10.80	11.15	11.53	11.88	12.21	12.58

Inasmuch that the District attempts to assign aide hours in a manner that provides employees with as full of a work schedule as possible, employees may be given work assignments at various classification levels. In those cases, employees will be paid according to the classification scale for the hours served in that particular classification level. For example: *An employee at step 1 who is assigned as a cafeteria aide (Classification Level 1) for 2 hours and then serves another 3 hours as a health care aide (Classification Level 3), would be paid at the rate of \$9.17 per hour for 2 hours and \$10.44 per hour for 3 hours.* For the purposes of determining the rate of pay, current employees will

retain their step level throughout the distribution of classification levels associated with their work assignment.

Longevity: Longevity allowance has been eliminated as of October 5, 2012

ARTICLE III 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, 10 total September –June. 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 complete 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. An Association member may donate sick hours to create a "Common Sick Bank" with a maximum of fifty (50) hours, approval for use will be based on the Association Leadership recommendation.
- G. Newly hired employees will have a maximum cap on sick hours at two-hundred (200) hours.
- H. 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 IV 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 V HOURS OF WORK

Aides scheduled to work five or more hours in any daily assignment are entitled to a 30-minute, unpaid, duty-free lunch break. Lunch breaks will be scheduled by the building administrator with consideration given to student and program needs.

Apart from lunch breaks, aides will not be provided any other type of break (paid or unpaid) during their scheduled work hours.

ARTICLE VI HOLIDAYS AND VACATIONS

Aides will be paid for the following holidays at the average daily rate:

- Thanksgiving Day
- Christmas Day
- Good Friday

ARTICLE VII MISCELLANEOUS

- A. A newly hired aide must complete 60 working days on probation. A probationary employee whose service is deemed unsatisfactory may be terminated at the will of the Board of

Education. Sick leave or fringes of any kind shall be granted to a probationary employee after 60 days.

- 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. Employees who lose their job assignment and can be immediately reassigned to a different position, even if on a temporary basis, will continue to be paid at their normal rate. This stipulation will not apply to employees who were placed on layoff status and then subsequently invited to fill a position as a substitute. In those cases, the employee will receive substitute wages.
- D. Two (2) days personal leave will be granted. Unused personal leave may accumulate as sick leave.
- E. When school is not in session due to inclement weather, all classifications shall be paid, up to a maximum number of snow day(s) equivalent to the employees daily schedule allowed by the MDE per year. (First six (6) inclement weather days are paid days.)
- 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. **For the duration of this agreement, all new aides will be contracted through a third party.**
- H. All aides must meet the educational and/or proficiency criteria required by the federal No Child Left Behind Act (NCLB).
- I. Performance evaluations will be conducted annually by the aide's administrator. The overall evaluation will be based on the paraprofessional's total activities. The paraprofessional will be appraised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.

**ARTICLE VIII
DURATION OF THE AGREEMENT**

This agreement shall be effective as of July 1, 2014 and shall continue in effect until June 30, 2016.

This agreement shall terminate June 30, 2016 and may be amended and/or renewed by mutual agreement.

WITNESS OUR HAND AND SEAL THIS JULY 22, 2014

MONTROSE COMMUNITY SCHOOLS BUILDING AIDES	MONTROSE COMMUNITY SCHOOLS GENESEE & SAGINAW COUNTIES, MI by the MONTROSE BOARD OF EDUCATION
Kimberly Smith	Coetta Adams
Sarah Dunklee	Keri Biggs
Tammy Lawey	M. Fife
	Kurt Henry
	R. R. [Signature]
	[Signature]

[Signature] 7/14/14

APPENDIX A – AIDE EVALUATION FORM

**Montrose Community Schools
Aide Evaluation Form**

Aide's Name:

School Year:

School/Position Assignment:

Immediate Supervisor:

Part 1

Directions: Check the box next to the job performance category that best reflects your judgment of the aide's job performance in that area.

1	INEFFECTIVE
2	MINIMALLY EFFECTIVE
3	EFFECTIVE
4	HIGHLY EFFECTIVE
	N/A (not applicable)

WORK HABITS	1	2	3	4	N/A
Accurate and thorough with assigned duties					
Exercises sound judgment and decision-making					
Demonstrates initiative and makes effective use of time					
Exhibits a positive attitude					
Is flexible and adaptive to changes in work routine					
Follows established procedures and policies					
Demonstrates consistent attendance					
Maintains professional appearance and demeanor					
Speaks clearly					
Maintains confidentiality in all communications					
WORK RELATIONSHIPS	1	2	3	4	N/A
Works well with other adult staff					
Communicates effectively with supervisors					
Maintains professional boundaries with students and parents					
STUDENT INTERACTION	1	2	3	4	N/A
Helps establish and maintain a positive learning environment					
Fosters student Independence					
Provides effective behavior management					
Takes appropriate action when needed					
Supports student needs					
Treats students with fairness, respect, and consistency					

Montrose Community Schools
Aide Evaluation Form

Part 2

Directions: The evaluator should take note in the spaces provided below of any areas of job performance that should be recognized for particular commendation, potential areas for growth, and areas where improvements are needed. If areas of improvement are noted, the evaluator should be as specific as possible about the nature of the concern and the changes needed in order to demonstrate the desired improvement in performance.

Comments:

Based upon this evaluation, the employee's performance is rated as:

<input type="checkbox"/>	Ineffective	<input type="checkbox"/>	Effective
<input type="checkbox"/>	Minimally Effective	<input type="checkbox"/>	Highly Effective

Evaluator's Signature: _____ Date:

Aide's Signature: _____ Date: