



# BUILDING AIDES ASSOCIATION CONTRACT

MASTER AGREEMENT 2019-2022

This agreement entered into this 26<sup>th</sup> day of August 2019 and expires the 30<sup>th</sup> day of June 2022 and between the Board of Education of Montrose Community School District, Genesee and Saginaw Counties, Montrose, MI hereinafter called the "Board", and the 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.
- B. The Board agrees not to negotiate with any other groups other than the Building Aides Association 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.

**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. For the duration of this agreement, compensation for Association members shall be based on the salary schedule shown in Table A. Annual adjustments to this schedule shall be calculated on the basis of the District's general fund balance as determined by the official financial audit for the previous school year as follows:

Table A

Audited General Fund Balance	Compensation Formula
General Fund Balance less than 10%	Freeze in Salary and No Step Increase
General Fund Balance equal to 10%	Step Increase
General Fund Balance equal to or greater than 11%	0.75% (0.0075) increase to the base
General Fund Balance equal to or greater than 12%	An additional 0.75% (0.0075) increase to the base (cumulative gain of 1.5% (0.015) to the base

- C. The following table reflects the 2018-2019 hourly wage by step level and reflects the application of the formula outlined in Table A and the application of a 1.5% (0.015) increase to the 2019-2020 schedule.

	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
<b>BUILDING AIDES</b>	2018-2019	\$10.92	\$11.29	\$11.65	\$12.05	\$12.42	\$12.76	\$13.16
	2019-2020	\$11.08	\$11.46	\$11.83	\$12.24	\$12.61	\$12.96	\$13.35

D. Longevity will be paid as follows for employees hired prior to July 1, 2010:

LONGEVITY STIPEND*	
YEARS OF DISTRICT SERVICE	STIPEND P/HOUR
10-14 Years	.59
15-19 Years	.65
20-24 Years	.71
25 or more Years	.77
*Only for employees hired prior to July 1, 2010	

### 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**

- A. 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.
- B. 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**

- A. 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.
- B. 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**

- A. Aides will be paid for the following holidays at the average daily rate:
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
  - New Year’s Day
  - Good Friday
  - Memorial Day

## ARTICLE VII MISCELLANEOUS



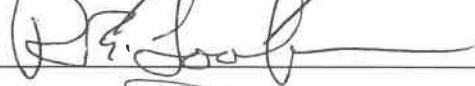
- A. A newly hired aide must complete 60 working days on probation. A probationary employee whose service is deemed unsatisfactory may be terminated at the will of the Board of Education. Sick leave or fringes of any kind shall be granted to a probationary employee after 60 days.
- B. If a sub maintains 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 employee's 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 August 26, 2019 and shall continue in effect until June 30, 2022.

This agreement shall terminate June 30, 2022 and may be amended and/or renewed by mutual agreement.

WITNESS OUR HAND AND SEAL THIS Mary Anne Kilbourn

MONTROSE COMMUNITY SCHOOLS BUILDING AIDES	MONTROSE COMMUNITY SCHOOLS GENESEE & SAGINAW COUNTIES, MI by the MONTROSE BOARD OF EDUCATION
<i>Sarah Dunklee</i>	
<i>Marie Mexosky</i>	
<i>Jammy Lowery</i>	
	<i>David Rogers</i>
	<i>Coetta Adams</i>
	