

AGREEMENT

between

**UNIONVILLE-SEBEWAING AREA SCHOOLS
BOARD OF EDUCATION**

and

**UNIONVILLE-SEBEWAING AREA SCHOOLS
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

July 1, 2010 through June 30, 2013

Unionville-Sebewaing Area School District
Sebewaing, Michigan

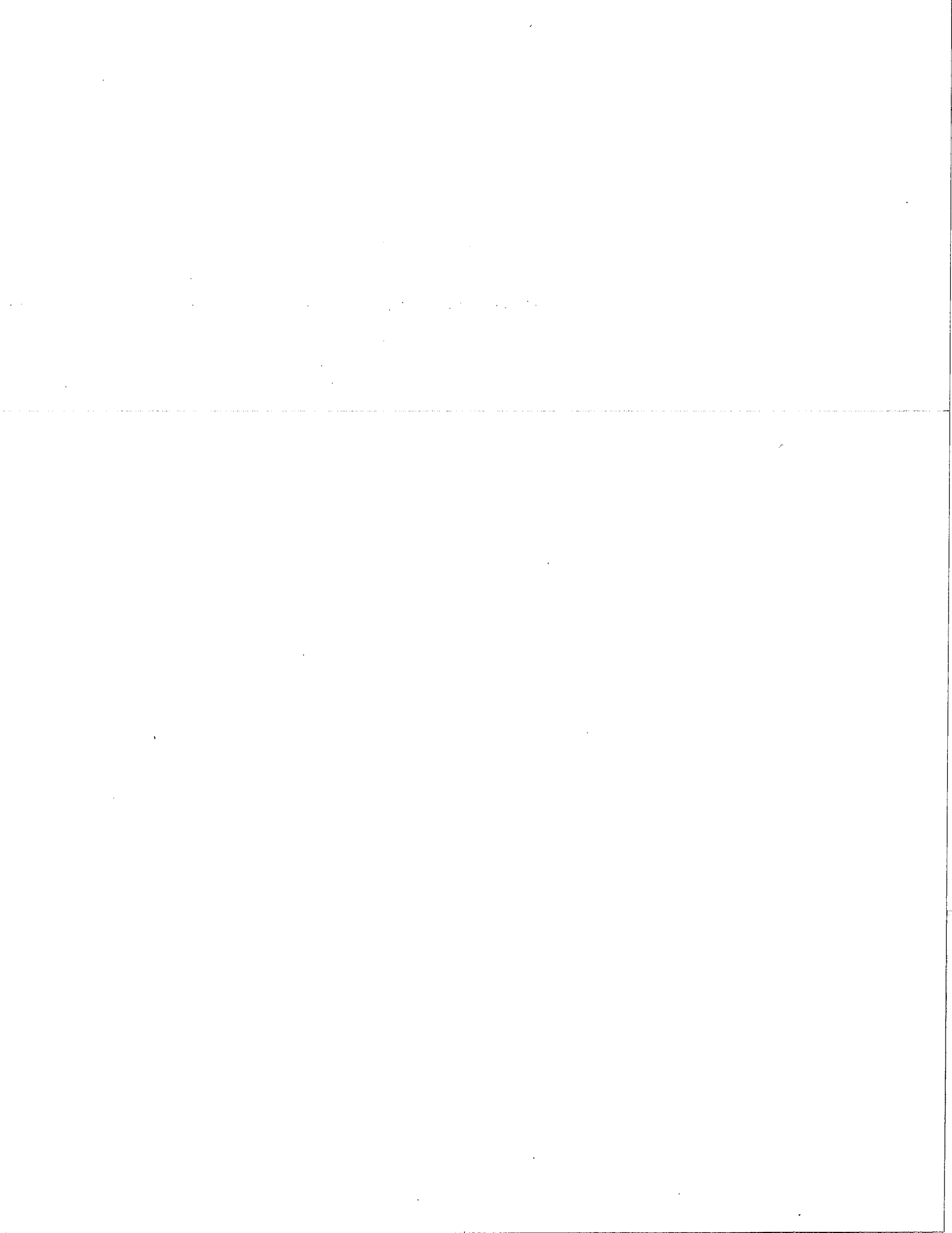
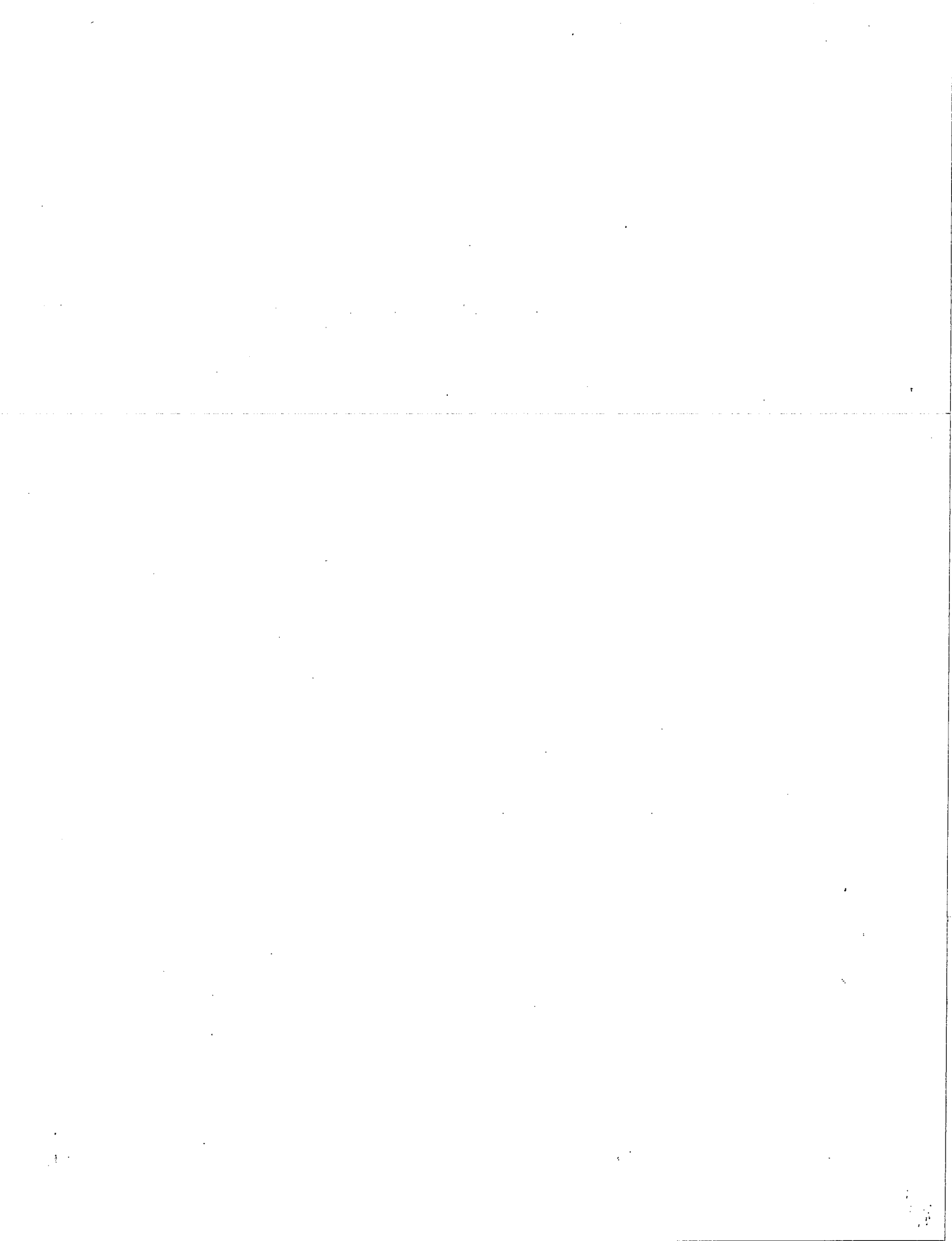


TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1	RECOGNITION..... 1
ARTICLE 2	BOARD RIGHTS..... 2
ARTICLE 3	NO STRIKE..... 3
ARTICLE 4	NON-DISCRIMINATION..... 3
ARTICLE 5	AGENCY SHOP, DUES & PAYROLL DEDUCTIONS 4
ARTICLE 6	MEMBER RIGHTS..... 6
ARTICLE 7	DISCIPLINE OF EMPLOYEES..... 7
ARTICLE 8	GRIEVANCE PROCEDURE..... 8
ARTICLE 9	ASSOCIATION RIGHTS AND SECURITY..... 10
ARTICLE 10	PROBATION..... 11
ARTICLE 11	EVALUATION 11
ARTICLE 12	SENIORITY..... 12
ARTICLE 13	VACANCIES, TRANSFERS & PROMOTIONS 14
ARTICLE 14	REDUCTION AND RECALL..... 14
ARTICLE 15	WORK YEAR, WORK WEEK, WORK DAY 15
ARTICLE 16	LEAVE PAY 15
ARTICLE 17	LEAVES OF ABSENCE..... 16
ARTICLE 18	VACATIONS 16
ARTICLE 19	HOLIDAYS..... 17
ARTICLE 20	HEALTH INSURANCE..... 18
ARTICLE 21	ACT OF GOD DAYS..... 20
ARTICLE 22	NEGOTIATION PROCEDURES..... 20
ARTICLE 23	WAIVER..... 21
ARTICLE 24	MISCELLANEOUS PROVISIONS..... 21
ARTICLE 25	DURATION OF AGREEMENT 22
APPENDIX A	SALARY SCHEDULES..... 23
APPENDIX B	HEALTH INSURANCE..... 27
APPENDIX C	EVALUATION 28



PREAMBLE

WHEREAS, THIS AGREEMENT is entered into, effective January 11, 2011, between the Unionville-Sebewaing Area Schools Board of Education, the School District of Unionville-Sebewaing, hereinafter called the "Board" and the Unionville-Sebewaing Area Schools Support Staff hereinafter called the "Association". The signatories, in their representative capacities, shall be the sole parties to the Agreement.

WHEREAS, THE PARTIES have reached certain understandings which they desire to confirm in this Agreement:

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE 1

RECOGNITION

A. Bargaining Unit Defined

The Unionville-Sebewaing Area Schools Board of Education hereby recognizes the Unionville-Sebewaing Educational Support Personnel Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of, and as defined in, the Public Employment Relations Act, as amended, MCLA 423.201 et. seq. MSA 17.455(1) et. seq. (PERA), for all full-time and regular part-time, probationary and non-probationary, on leave or temporarily absent Secretarial, Food Service, Custodial, and Aide employees of the Unionville-Sebewaing Public Schools. Excluded are Director of Maintenance, Building and Grounds/Transportation, Transportation Employees, Technology Coordinator, Payroll Coordinator/Technology Secretary, Director of Finance, Superintendent's Secretary, substitutes, Director of Food Services, Bus Mechanic, Transportation Coordinator, and all other employees.

B. Employees

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

1. Probationary: A bargaining unit member who is employed to fill a full or part-time position for a trial period of ninety (90) working days.
2. Substitute: A bargaining unit member who is employed to fill a full or part-time position on a per diem basis while the regular bargaining unit member is absent or on approved leave.
3. School-year employee: A bargaining unit member whose employment follows the school calendar.
4. Full-year employee: A bargaining unit member employed to work twelve (12) months per year.

C. BOARD

When used in this Agreement, the term "Board" shall refer to the Board of Education of the Unionville-Sebewaing Area Schools and its administrative employees and agents.

- D. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual member of the bargaining unit from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.
- E. The Board reserves the right to contract with a third party for one (1) or more non-instructional support services.

ARTICLE 2

BOARD RIGHTS

RIGHTS AND POWERS: The Board hereby retains and reserves unto itself all of the rights and powers vested in it through the laws and the Constitution of the State of Michigan, and the laws of the United States and those powers normally incident to Management, it being expressly understood that this clause shall not in any way negate the rights herein granted under the terms of this Agreement. The rights of the Board include:

- A. The right to manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Board.
- B. The right to continue its rights, policies, and practices of assignment and direction of its personnel; the right to determine the number of personnel and scheduling of all the foregoing; and the right to establish, modify or change any work, business or school hours or days, providing such action is not in conflict with the specific provisions of this Agreement.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees; the right to transfer employees; the right to assign work or duties to employees; and the right to determine the size of the work force and lay off employees.
- D. The right to determine the qualifications of employees, including physical condition, and to require medical certification of fitness at Board expense.
- E. The right to determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
- F. The right to determine the number of locations or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

- G. The right to determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- H. The right to determine the size of the management organization, its functions and authority and the right to determine the amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
- I. The right to determine the policy for selecting, testing, and training employees, providing that such selection shall be based upon lawful criteria.
- J. The right to use volunteers.
- K. The right to establish courses of instruction and in-service training programs for employees and to require attendance by employees at any workshop, conference, etc., including special programs.
- L. The right to adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees
- M. The right to establish and define job content.

ARTICLE 3

NO STRIKE

The Association and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

ARTICLE 4

NON-DISCRIMINATION

The Board and the Association both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement not to discriminate against any person or persons because of race, creed, color, age, sex or national origin.

ARTICLE 5

AGENCY SHOP, DUES AND PAYROLL DEDUCTIONS

- A. The Board shall have no responsibility for the collection of membership dues and special assessments or any other deductions not in accordance with this Article.
- B. Within ten (10) school days of the beginning of their employment hereunder, bargaining unit members shall sign and deliver to the Board an assignment authorizing deduction of membership dues or service fees of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association and the Board shall establish. Bargaining unit members not delivering their authorization within the ten (10) school days will not be included in the payroll deduction plan.
- C. A properly executed authorization form for check-off of dues or the service charge must be received by the Board from the employee for whom the Association membership dues or the service charge is being deducted before any payroll deduction is made. Any deduction shall be made thereafter only after authorization for check-off or service charge forms have been properly executed and are in effect. Any such form which is incomplete or in error will be promptly returned to the appropriate Association representative or employee for correction.
- D. Check-off under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative.
- E. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction. The Employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. Such monies shall be remitted to the Association or its designee no later than twenty (20) days following deduction.
- F. The procedure in all cases of non-payment of the service fee shall be as follows:
 - 1. The Association shall notify the bargaining unit member of noncompliance by certified, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.
 - 2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Paragraph E. Above.

3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
 4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- G. Pursuant to *Chicago Teacher's Union v Hudson* 106 S CT 1066 (1986), the Association has established a policy regarding "objections to political ideological expenditures -- administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- H. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- I. The Association shall defend the Board against any claim filed by an employee regarding the terms of this Article or this Agreement, and the Association shall reimburse the Board any and all costs caused by such defense. These costs shall include court costs, attorney fees and any other reasonable costs, but not clerical costs or costs resulting from gross negligence on the part of the Board or its agents.
1. Legal counsel to defend any lawsuit or action shall be selected by the Association with notification to the Board.
 2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article, or the damages that may be assessed against the Board by any court or tribunal.
 3. The Association shall have the right, after consultation with the Board, to settle any claims made against the Board under this Article.

- J. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittances for annuities, credit union, savings bonds, charitable donations and other plans or programs approved by the Board. It is understood that the Board or an employee of the Board shall not be held liable for any error in remitting such payments.

- K. Pursuant to this Article, the employer shall payroll deduct from each paycheck the dues, assessments, contributions and/or service fees determined by the Association. The Association shall inform the employer of the appropriate deduction for each bargaining unit member for each paycheck.

Amounts deducted as provided above shall be transmitted within fourteen (14) calendar days of the respective payroll run date to the Association along with a list of the names, respective amounts deducted for each bargaining unit member and, if the dues, assessment, contribution and/or service fee was determined by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution and/or service fee.

Within seven (7) calendar days of hire, the employer shall inform the Association of the name and job title of each newly hired bargaining unit member. The employer shall give each new hire the Association's form(s) for payroll authorization of dues, assessments, contributions and/or service fee deduction.

ARTICLE 6
MEMBER RIGHTS

- A. Pursuant to Act 336 of the Public Acts of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful activities short of strike, for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States. The Board agrees that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of the employee's membership in the Association or the employee's participation in any lawful activity of the Association, or collective negotiations with the Board or the employee's institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment.

- B. Members shall be entitled to full rights of citizenship.

- C. Members shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

- D. No material originating after initial employment will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee believes that any material to be placed in his/her file is inappropriate, in error, or unsubstantiated, he/she may receive adjustment provided proper proof is shown. Upon submission of such proof the material will be corrected or expunged from the file. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- E. While recognizing that students may require disciplinary action in various forms, the Board will not condone the use of unreasonable force and fear by an employee as an appropriate procedure in student discipline.
- F. Employees shall not find it necessary to resort to physical force or violence to compel obedience. If all other means fail, employees, with proper authorization, may resort to the removal of a student through suspension or expulsion procedures.
- G. In accordance with state law, corporal punishment shall not be permitted. If any employee, full-time, part-time or substitute, deliberately inflicts, or causes to be inflicted, physical pain by hitting, paddling, spanking, slapping or making use of any other kind of physical force as a means of disciplining a student, he/she may be subject to discipline, up to and including discharge and the possibility of criminal assault charges. This prohibition applies also to volunteers and those with whom the district contracts for services.
- H. Each employee shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the employee in such review. The employee and the Association representative, if accompanying the employee in such review, shall affix his/her signature and the date to the record to signify he/she has reviewed his/her file and is aware of the contents. In no instance shall said signature be interpreted to mean agreement with the content.

ARTICLE 7
DISCIPLINE OF EMPLOYEES

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline or discharge of employees.
- B. No employee will be disciplined or discharged without just cause.

ARTICLE 8
GRIEVANCE PROCEDURE

- A. Definitions:
A grievance is an alleged violation of an express provision of this Agreement.
- B. The following matters shall be excluded from the procedures outlined in this Article:
1. The evaluation, layoff or termination of services or failure to re-employ any probationary employee.
 2. Any dispute which is being heard by or appealed to any local, state or federal agency.
 3. Any dispute pertaining to the content of an evaluation, except for an evaluation that leads to the dismissal of a non-probationary employee.
 4. Any dispute pertaining to the application of benefits of any insurance contract or policy.
 5. Any policy, rule or regulation of the Board not in conflict with the terms of this Agreement.
- C. Any timeline provided for in the grievance procedure may be extended by mutual written agreement of the parties. Grievances not filed in accordance with the time-line provided for in this Article shall not be processed. Grievance responses not appealed to the next level in accordance with the time-lines provided for in this Article shall be considered settled on the basis of the last Management answer.
- D. Any written grievance as required herein shall comply with the following conditions:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific and concise.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or subsections of this Agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.

E. GRIEVANCE STEPS

1. LEVEL ONE

An employee believing himself/herself wronged by an alleged violation of the express provisions of this Agreement shall, within ten (10) working days of its alleged occurrence, orally discuss the grievance with the immediate supervisor in an attempt to resolve same. A group of employees, similarly situated, may file a class action (association) grievance. If no resolution is obtained within ten (10) working days of the discussion, the employee shall reduce the grievance to writing and present it to his/her immediate supervisor. The supervisor shall, within ten (10) working days, render his/her decision in writing, transmitting a copy of the same to the grievant and to the Superintendent.

2. LEVEL TWO

If the decision is unsatisfactory, the grievant may submit a written appeal to Level Two within ten (10) working days of receipt of the decision. A copy of the written grievance shall be filed with the Superintendent/designee as specified in Level One with the signed approval or disapproval of the grievant. The Superintendent/designee shall arrange a meeting with the grievant to discuss the grievance within ten (10) working days of receipt of the grievance. Within ten (10) working days of the discussion, the Superintendent/designee shall render the decision in writing, transmitting a copy of the same to the grievant. Copies of same shall be kept in the office of the Superintendent.

3. LEVEL THREE

NON-BINDING MEDIATION PANEL

a. In the event the Association is not satisfied with the decision rendered at Level Two, it may appeal the decision to the Mediation Panel for an Advisory Opinion. Such appeal must be presented to the Superintendent, in writing, within ten (10) working days of the decision at Level Two. The Board or Association shall not be permitted to assert in such mediation proceedings any grounds or to rely on any evidence not previously disclosed to the other party in writing.

b. The Mediation Panel shall be composed of the following:

- 1) One (1) person selected by the Association.
- 2) One (1) person selected by the Board.
- 3) One (1) person selected jointly by the above appointees.

c. Members of the Mediation Panel shall not be: 1) members or spouses of members of the Board of Education; 2) members or spouses of any employee of the Unionville-Sebewaing Area School District. Members of the Mediation Panel may be residents and registered voters of the Unionville-Sebewaing Area School District.

d. Fees and expenses of members of the Mediation Panel shall be paid as follows: 1) Association appointee paid by the Association; 2) Board appointee paid by the Board of Education; and 3) Joint appointee paid equally by the Association and the Board.

e. It shall be the function of the Mediation Panel, and they shall be empowered, after due investigation, except as limited below, to make a recommendation in cases of the alleged violation, misinterpretation or misapplication of the specific sections of the Agreement.

LIMITATIONS OF THE MEDIATION PANEL

f. They shall have no power to add to or subtract from, disregard, alter, or modify any terms of this Agreement.

g. They shall have no power to rule on the termination of services, layoff or failure to re-employ any probationary employee.

4. LEVEL FOUR

In the event the Association is not satisfied with the recommendation at Level Three, it may, within ten (10) working days, submit a written appeal to Level Four. Such written notice must be presented to the Superintendent not less than ten (10) working days prior to the next regularly scheduled Board meeting. Upon proper application as specified in Level Three, the Board shall grant the Association an opportunity to be heard at the meeting at which the grievance was scheduled. Within ten (10) working days after the hearing, the Board shall submit a decision in writing to the grievant. The Board may hold future hearings thereon and may designate one (1) or more of its members to hold future hearing(s) thereon or otherwise investigate the grievance. However, in no event except with the express written consent of the employee, shall a final determination of the grievance be made by the Board more than ten (10) working days after the next regularly scheduled meeting following the initial hearing. A copy of the final written decision of the Board shall be forwarded to the Superintendent for permanent filing, and a copy shall be given to the grievant. The decision of the Board is final.

**ARTICLE 9
ASSOCIATION RIGHTS AND SECURITY**

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

A. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials.

- B. The Association shall have the right to use school facilities for meetings involving members of the bargaining unit as opposed to meetings involving individuals who are not members of the bargaining unit. Facility use shall be subject to the approval of the Board in accordance with Board policies pertaining to the use of School District facilities. The Association shall also have the right to use School District equipment, provided that express written permission is requested and granted and such request is in accordance with Board policies. The Association shall pay for the cost of all materials and supplies incident to use of its equipment and shall be responsible for proper operation of all such equipment.

- C. The Association shall be permitted to transact official Association business on school property provided that this does not interfere with or interrupt normal school operations. Association representatives shall check in with the building principal before entering a building to transact official Association business. No school district employee shall engage in Association business during his/her work hours without District approval.

- D. The Association shall furnish, in writing, to the Board, the names of the President/designee upon their election or appointment.

ARTICLE 10
PROBATION

An employee newly hired into a permanent position in the bargaining unit shall be on probationary status for ninety (90) working days from and including the first day of employment. If at any time prior to the completion of the ninety (90) working day probationary period, the employee's work performance and/or professional conduct is unsatisfactory, he/she may be dismissed by the Board during this period without appeal by the employee or the Association. Probationary employees who are absent during the first ninety (90) working days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his/her probationary period until these additional days have been worked. Upon satisfactory completion of the probationary period, the employee's seniority shall be computed as of the employee's first day of work.

ARTICLE 11
EVALUATION

- A. The Board and the Association recognize that the purpose of evaluation is to point out the strengths and weaknesses of the employee and to be used as a guide in suggesting or recommending means of improvement when the employee's performance does not meet the expectations of the Board.

- B. Evaluations normally are the responsibility of the employee's supervisor and shall be performed at least annually. In any year in which an employee is not evaluated, lack of an evaluation shall be considered evidence of satisfactory work.

- C. Two copies of the written evaluation shall be prepared. One shall be signed by the employee and placed in his/her personnel file, the other shall be retained by the employee. An employee may attach written comments to the evaluation which shall become a part of his/her official file.
- D. In the case of an unsatisfactory evaluation, the Supervisor shall provide the employee with the following information:
 - 1. Problem area(s)
 - 2. Improvement required with recommendation(s) for such improvement
 - 3. Reasonable time period for said improvement
 - 4. Possible consequences for non-improvement
- E. Should any evaluation of an employee be used in a disciplinary proceeding, the Board shall be responsible to show the reason for its inclusion.
- F. Each employee's evaluation shall include at the conclusion of the report, the statement: "considering all factors, the work performance of this employee is _____satisfactory, _____needs improvement, _____unsatisfactory (check one)".
- G. The Evaluation Form(s) are attached to this Agreement as Appendix C.

ARTICLE 12
SENIORITY

- A. Seniority shall be defined as the length of a bargaining unit member's continuous and uninterrupted employment in a particular seniority classification of this bargaining unit from the employee's initial date of hire in such classification. Time spent on layoff or unpaid leave of absence shall not constitute an interruption of employment, and shall not count for service credit for entitlement to other benefits under this Agreement. Seniority is not cumulative among seniority classifications and may be exercised only within the classification in which it is accumulated. If an employee moves from one classification to another, his/her seniority in the classification from which the employee moves shall be frozen up to a maximum of two (2) years, rather than terminated, provided that there has not been a break in continuous employment. An employee working in dual classifications shall accrue seniority in both classifications.
- B. The seniority classifications of this bargaining unit are as follows:
 - 1. Aides
 - 2. Custodial
 - 3. Food Service
 - 4. Secretary

- C. The Board shall prepare and maintain a seniority roster showing the length of service of each bargaining unit member within the respective seniority classifications. A copy shall be furnished to the Association annually. If no objections are received by the Board within thirty (30) days thereafter as to the accuracy of the seniority list, the Board's list shall be considered as conclusive.
- D. Seniority shall be broken for the following reasons:
1. If the employee quits;
 2. If the employee is discharged and not reinstated through the Grievance Procedure;
 3. If the employee is absent over two (2) working days without properly notifying the Management, unless a satisfactory reason is given;
 4. If the employee fails to return to work within five (5) working days after being notified by certified mail to report to work and does not give a satisfactory written reason for the absence;
 5. If the employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of such layoff period, not to exceed two (2) years; or
 6. If the employee retires.
 7. A retired employee who returns to work in a bargaining unit position shall be treated as a new hire for purposes of seniority and wages.

The Board has the exclusive right to determine whether or not to rehire an employee who has retired and/or terminated employment with the district.

Noted exception is: J. Severn who is "grand fathered" at her current wage of \$11.22 when working as an Aide, and \$11.02 when working as a Cook Manager.

- E. For those employees offered a position on the same date, a random drawing will be conducted by the Superintendent/designee and the Association President/designee to determine who is ranked higher on the seniority list. However, a newly hired employee with recent substitute experience [within the last twelve (12) months] at Unionville-Sebewaing in the same classification shall be placed ahead of another new employee in the same classification who is hired on the same date.
- F. Employees who retire from the school district and who are rehired by the Board shall begin to accrue seniority as of the first day of work in the rehired position and shall be placed on the beginning step of the wage schedule in the classification to which they are assigned.

ARTICLE 13

VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy shall be defined as a position which is unfilled because it is newly created or because the employee who previously held the position permanently separated from employment. Vacancies shall be publicized by providing the Association President with a written notice of such vacancy if the Board, in its discretion, determines the vacancy should be filled. The Board may fill vacancies on an interim basis while they are posted.
- B. All vacancies shall be posted in each building of the District for a period of at least ten (10) calendar days. Interested employees may apply in writing to the Superintendent/designee, within the ten (10) calendar day posting period. A written notice shall be sent to each bargaining unit employee who was an unsuccessful applicant for a posted position.
- C. In the event of promotion or transfer, the employee selected shall be given a thirty (30) working day trial period in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate ability to perform the work required during this trial period, the employee shall be returned to his/her previous assignment. Each employee shall have one (1) trial period per promotion or transfer.
- D. An employee may at any time be required by the supervisor to temporarily assume the duties of another employee. Any employee temporarily transferred from his/her classification to another classification within the bargaining unit for two (2) working days or more shall be paid either the rate of the position from which he/she is transferred or the comparable (step) of the new classification, whichever is greater.
- E. Vacancies shall be filled on the basis of certification, experience, qualifications and length of service in the school district. The Board shall award the vacancy to the individual whom the Board, in its discretion, determines is most qualified.
- F. Nothing in this Article precludes the administration from filling a vacancy from outside the bargaining unit.

ARTICLE 14

REDUCTION AND RECALL

- A. The Board reserves the sole discretion to determine the necessity to reduce and/or recall employees.

- B. In the event of a layoff, employees with the least amount of service within the affected classification shall be laid off first provided other employees possess the necessary qualifications and certifications to perform the job. Employees who are laid off shall retain the amount of service they had accrued at the time of layoff, up to a maximum of two (2) years and shall not accumulate additional seniority time during such layoff.
- C. When employees are recalled to work following a layoff, those employees with the greater length of seniority, qualifications and certification in the affected classification shall be recalled first.
- D. Laid-off or discharged probationary employees shall not have recourse to the terms of this agreement.
- E. Employees shall submit a two (2) week notification of their intent to terminate services with the Board.
- F. When possible, employees will be provided with advance notification of an impending layoff.

ARTICLE 15

WORK YEAR, WORK WEEK, WORK DAY

- A. The normal work year for school year employees shall approximate the school calendar established by the Board. However, this shall not constitute a guarantee of work and this provision shall not be deemed to be violated in the event school year employees do not work the same days or number of days as other employees.
- B. The normal workday and workweek for all bargaining unit members will be determined by the Board.
- C. Minimum call-in time to report absences for employees shall be not less than one (1) hour before the assigned starting time. This one (1) hour call-in time shall be waived in the case of a documented emergency.
- D. Any work performed in excess of forty (40) hours per week or on a holiday recognized by this Agreement, shall be paid at the rate of time and one-half (1 ½). All overtime must be approved in advance by the employee's supervisor.

ARTICLE 16

LEAVE PAY

- A. The Board shall continue to provide personal business days for regular permanent employees who are currently receiving such days in accordance with existing procedures.

1. All regular permanent employees shall receive up to five (5) paid personal business days per year. Unused personal business leave days may accumulate up to a maximum of twenty five (25) days. Accumulated days may only be used for illness related absences. Upon return to work, all requests for sick leave must be submitted to, and approved by, the Superintendent/designee. The Board, at any time, at its expense, may require an employee to submit to an examination by a physician.
 2. An employee may take a maximum of three (3) days of his/her paid personal business days to attend the funeral of a member of his/her immediate family. Immediate family shall be defined as the employee's spouse, child, employee's mother, father, sister, brother, grandchild, grandparent, sister-in-law, brother-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law. All requests for the use of leave time for funerals must be submitted in advance to the Superintendent/designee.
- B. Effective July 1, 2004, all regular permanent employees shall receive up to two (2) personal business days per year for personal business which requires the employee's presence during the working day and is of such a nature that it cannot be attended to at a time when the employee is not at his/her regular working hours. Personal business may not be taken on the first or last week of the school year or immediately before or following a school holiday (except when school is not in session). A written application for personal business containing the reason(s) must be submitted to the Superintendent/designee for approval at least three (3) working days in advance (except in the event of an emergency when a shorter notice may be acceptable). The Board may limit the number of personal business days on any one day. Unused personal business days may accumulate to three (3). Unused personal business days shall accumulate as sick leave days subject to the language contained in paragraph A. 1. ... "maximum accumulation of twenty five (25) days."
- C. Upon retirement, employees shall be paid Fifteen (\$15.00) Dollars per day for unused personal business days.
- D. Sick and personal days will now be known as "personal business days." an ESP staff member may use these days for illness, appointments, etc. No more than 5 sick days may be used for this purpose. If an ESP staff member wishes to use three or more days consecutively, they need to get prior approval from their supervisor. No more than two days may be used before or after a holiday without permission from their supervisor.
- E. Beginning July 1, 2011 – Maintenance staff may "cash in" up to 4 unused sick or personal business days (per year) at their regular rate of pay.

ARTICLE 17**LEAVES OF ABSENCE**

Employees may apply in writing for a paid or unpaid leave of absence which shall be subject to the approval of the Board.

ARTICLE 18**VACATIONS**

A. The Board will continue to provide vacation allowances for regular permanent employees who are currently receiving vacations subject to the following conditions:

1. Vacation schedules shall be subject to the approval of the supervisor.
2. To be eligible for vacation, an employee must have worked eighty (80%) percent of his/her regularly scheduled working hours during the year. A vacation day shall be equal to the employee's regularly scheduled daily working hours, not including any time for which overtime is paid. No vacation time shall accrue while an employee is on a leave of absence, disability, released time, sick leave without pay, other leave without pay, or layoff.
3. Employees shall not be entitled to take any vacation until they have been employed by the district for one (1) full year.

B. All regular permanent employees who are scheduled to work 12 months per year will earn vacation pay with leave after their first anniversary date in accordance with the following schedule.

1. An eligible employee who has been employed on a full-time basis for one (1) year will receive five (5) days paid vacation during the subsequent year.
2. An eligible employee who has been employed on a full-time basis for ten (10) consecutive years will receive ten (10) days paid vacation during the subsequent year.
3. An eligible employee who has been employed on a full-time basis for twenty (20) consecutive years will receive fifteen (15) days paid vacation during the subsequent year.

ARTICLE 19**HOLIDAYS**

The Board will continue to provide holidays to regular permanent employees who are currently receiving holidays subject to administrative procedures.

A. Employees who are regularly scheduled to work twelve (12) months shall be paid as hereinafter provided for: New Year's Day, Memorial Day, Independence Day,

Labor Day, Thanksgiving Day, and Christmas Day, providing they meet the following eligibility rules:

1. The employee is a regular permanent employee as of the date of the holiday.
 2. When a holiday falls on a Saturday or Sunday, the Board shall have the right to observe the holiday on the preceding Friday or the following Monday, or observe the holiday on another day which is mutually agreeable to the Board and the Association.
 3. The employee must have worked the last scheduled work day prior to a paid holiday and the next scheduled work day after such holiday within the employee's scheduled work week, except when school is not in session, the employee works on the holiday or is on an approved paid sick leave day, or the supervisor approves an unpaid day.
 4. An employee eligible under the above provisions shall receive his/her regular daily rate for said holiday.
 5. An employee who is required to work on any of the above designated holidays shall receive his/her regular hourly rate for all hours worked on said holiday in addition to the holiday pay.
- B. All regular permanent bargaining unit employees shall receive Christmas Day and Thanksgiving Day as paid holidays at his/her regular daily rate subject to the conditions in Paragraph A above. Beginning in 2011-12 Good Friday shall be a paid holiday.

ARTICLE 20

HEALTH INSURANCE

The Board will continue to provide insurance to regular permanent employees who are currently receiving insurance subject to administrative procedures.

A. SOLE DISCRETION

The selection of the insurance carrier and insurance plans of the District shall be at the Board's discretion.

B. RELIEVED FROM LIABILITY

The Board shall be relieved from all liability with respect to the extent of benefits provided by the carrier.

C. POLICY RULES AND REGULATIONS

All insurance coverages are offered subject to the rules, regulations and policy of the Board selected insurance carrier. Upon acceptance by the carrier of the written application of the employee, the Board shall provide premium payments as provided for in this Article. The Board's obligation is limited to the insurance coverage as specified by the Board.

D. SPECIFICATIONS

Effective as soon as possible following ratification by both parties, the health insurance selected by the Board shall include a prescription drug co-pay of ten (\$10.00) Dollars for generic and twenty (\$20.00) Dollars for brand name products. As the health insurance premiums increase, the Board reserves the right to increase the co-pays/deductibles. During the term of the 2010-2013 agreement, employees shall make a four (4%) percent contribution toward their insurance on a regular payroll deductible basis.

E. APPLICATION

The employee must complete an application and submit it to the Board/designee prior to coverage taking effect.

F. DUAL ENROLLMENT

Employees may not sign up for health insurance coverage if it results in dual enrollment with another insurance carrier for the employee, the employee's spouse and/or dependents. The Board will terminate the employee's insurance if this provision is violated. Changes in family status and/or insurance coverage eligibility shall be reported, in writing, by the employee to the Board/designee within ten (10) days of such change.

G. TERMINATION OF HEALTH INSURANCE

Premium payments shall be paid twelve (12) months per year for each eligible employee who is on active duty. Insurance premium payments will terminate immediately when an employee is on an unpaid leave of absence, is laid off or is terminated for any reason. An employee in such circumstances may be eligible to purchase health insurance in accordance with COBRA.

H. INSURANCE ELIGIBILITY

The Board approved health insurance shall be made available to eligible full-time regular permanent bargaining unit employees listed on Appendix B, attached to this Agreement.

I. APPENDIX B QUALIFICATIONS

Appendix B shall include the name of each employee who is eligible to receive single subscriber, two-person and full family health insurance coverage. Appendix B shall also include the amount that the Board and the employee will contribute toward the premium during the term of this Agreement. Each employee must satisfy all of the following rules and regulations to be eligible for coverage:

1. The employee must be a full-time regular permanent employee in the bargaining unit and be scheduled to work eight (8) hours per day, Monday through Friday for a minimum of forty (40) weeks per year.
2. The employee must either be currently working in a custodial, maintenance, or secretarial position or be included on Appendix B as an eligible employee receiving Board payment toward health insurance prior to July 1, 2002.
3. The employee must make advance arrangements with the Board/designee for payment of the employee's portion of the premium. If payments are not made, the insurance shall be canceled immediately.

J. CASH-IN-LIEU

The Board will continue to provide a Cash-in-Lieu of health insurance payment of One Hundred Twenty-five (\$125.00) Dollars per month to the following employees for the duration of the 2006-2008 Agreement as long as these employees maintain their current classification and active work schedules with the Board:

Cindy Donahue – Custodian,

- K. Employees may purchase other insurance plans of the District, pre tax through payroll deduction as outlined in the Board Adopted Section 125 plan.

ARTICLE 21
ACT OF GOD DAYS

All regular permanent employees shall be eligible to receive payment equal to their regular daily wages for up to three (3) Act of God days annually, subject to the following conditions:

- A. The Board receives full reimbursement for such days from local, state and federal sources.
- B. Employees would have been at work on such days except for the Board

declaring the days as Act of God days. Employees who are sick or were scheduled to be absent because of a previously arranged absence due to a funeral or personal day will use the "Act of God" day and retain their personal business or sick day.

- C. The Board shall have the right to instruct employees to report for work on such days. If employees are instructed to work on such days they shall be paid their regular hourly rate for all hours worked plus the Act of God day wages.

ARTICLE 22

NEGOTIATIONS PROCEDURES

- A. At least by May 1st, the parties shall begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment.
- B. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals and to make concessions in the course of negotiations or bargaining, subject to such ultimate ratification.

ARTICLE 23

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. No agreement, alteration, understanding or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the Association.

ARTICLE 24

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any contrary or inconsistent terms contained in

any individual contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into, and be considered part of, the established policies of the Board.

- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- C. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all employees now employed or hereafter employed by the Board. The Association shall be furnished ten (10) additional copies for its use.

ARTICLE 25
DURATION OF AGREEMENT

This Agreement shall become effective when it is ratified and signed by the parties. This Agreement shall expire on June 30, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

UNIONVILLE-SEBEWAING
AREA SCHOOLS

UNIONVILLE-SEBEWAING
EDUCATIONAL SUPPORT PERSONNEL

APPENDIX "A"

For the 2010-2011 school year only employees scheduled to work less than 1000 hours per year - \$200.00 stipend.

Employees scheduled to work more than 1000 hours per year but not 12 month employees - \$400.00 stipend.

Employees scheduled to work full time 12 months - \$600.00 stipend.

**PARAPROFESSIONAL
SALARY SCHEDULE**

STEPS	2010-2011	2011-2012	2012-2013
1	7.40	7.40	7.40
2	7.70	7.65	7.65
3	8.00	7.95	7.90
4	8.30	8.25	8.20
5	8.60	8.55	8.50
6	8.90	8.85	8.80
7	9.20	9.15	9.10
8	9.50	9.45	9.40
9	9.80	9.75	9.70
10	10.10	10.05	10.00
11	10.40	10.35	10.30
12	10.70	10.65	10.60
13	11.00	10.95	10.90
14		11.25	11.20
15			11.50

**FOOD SERVICE
SALARY SCHEDULE
KITCHEN ASSISTANTS**

STEPS	2010-2011	2011-2012	2012-2013
1	7.40	7.40	7.40
2	7.70	7.65	7.65
3	8.00	7.95	7.90
4	8.30	8.25	8.20
5	8.60	8.55	8.50
6	8.90	8.85	8.80
7	9.20	9.15	9.10
8	9.50	9.45	9.40
9	9.80	9.75	9.70
10	10.10	10.05	10.00
11	10.40	10.35	10.30
12	10.70	10.65	10.60
13	11.00	10.95	10.90
14		11.25	11.20
15			11.50

**COOK MANAGERS
 SALARY SCHEDULE**

STEPS	2010-2011	2011-2012	2012-2013
1	7.90	7.90	7.90
2	8.20	8.15	8.15
3	8.50	8.45	8.40
4	8.80	8.75	8.70
5	9.10	9.05	9.00
6	9.40	9.35	9.30
7	9.70	9.65	9.60
8	10.00	9.95	9.90
9	10.30	10.25	10.20
10	10.60	10.55	10.50
11	10.85	10.80	10.80
12	11.10	11.05	11.05
13	11.35	11.30	11.30
14		11.60	11.55
15			11.85

**HEAD COOK
 SALARY SCHEDULE**

STEPS	2010-2011	2011-2012	2012-2013
1	9.40	9.40	9.40
2	9.70	9.65	9.65
3	10.00	9.95	9.90
4	10.30	10.25	10.20
5	10.60	10.55	10.50
6	10.90	10.85	10.80
7	11.20	11.15	11.10
8	11.50	11.45	11.40
9	11.80	11.75	11.70
10	12.10	12.05	12.00
11	12.35	12.35	12.30
12	12.60	12.60	12.55
13	12.85	12.85	12.80
14		13.10	13.05
15			13.35

**CUSTODIANS
SALARY SCHEDULE**

STEPS	2010-2011	2011-2012	2012-2013
1	7.80	7.80	7.80
2	8.30	8.05	8.05
3	8.80	8.55	8.30
4	9.30	9.05	8.80
5	9.80	9.55	9.30
6	10.30	10.05	9.80
7	10.80	10.55	10.30
8	11.30	11.05	10.80
9	11.80	11.55	11.30
10	12.30	12.05	11.80
11	12.55	12.55	12.30
12	12.80	12.80	12.80
13	13.05	13.05	13.05
14		13.30	13.30
15			13.55

**MAINTENANCE
SALARY SCHEDULE**

STEPS	2010-2011	2011-2012	2012-2013
1	12.00	12.00	12.00
2	12.50	12.25	12.25
3	13.00	12.75	12.50
4	13.50	13.25	13.00
5	14.00	13.75	13.50
6	14.50	14.25	14.00
7	15.00	14.75	14.50
8	15.50	15.25	15.00
9	16.00	15.75	15.50
10	16.50	16.25	16.00
11	16.75	16.75	16.50
12	17.00	17.00	17.00
13	17.25	17.25	17.25
14		17.50	17.50
15			17.75

SECRETARY

SALARY SCHEDULE

STEPS	2010-2011	2011-2012	2012-2013
1	9.00	9.00	9.00
2	9.50	9.25	9.25
3	10.00	9.75	9.50
4	10.50	10.25	10.00
5	11.00	10.75	10.50
6	11.50	11.25	11.00
7	12.00	11.75	11.50
8	12.50	12.25	12.00
9	13.00	12.75	12.50
10	13.50	13.25	13.00
11	13.75	13.75	13.50
12	14.00	14.00	14.00
13	14.25	14.25	14.25
14		14.50	14.50
15			14.75

It is expressly agreed that upon the expiration of this agreement, all wages will remain frozen at the 2012-13 wage until such time as a successor agreement has been ratified.

APPENDIX B

HEALTH INSURANCE

ELIGIBLE EMPLOYEES

SINGLE SUBSCRIBER

BALZER, MAGDEFRAU, AND REIDEL

FULL FAMILY SUBSCRIBER

BALLARD, DEWALD, HARTMAN AND VANBEVERN

2010-2013 YEARS

In recognition that the Board has the sole discretion to select the insurance carriers and the insurance plans. The Board will pay Ninety-Six (96%) Percent of the health insurance premium for the 2010-2013 school years for MESSA Choices II PAK coverage. The employee contribution of Four (4%) Percent of the premium will be payroll deducted, pre-tax, through a Board approved IRS Section 125 Plan.

The plan currently selected by the Board is the MESSA Choices II PAK Plan with the \$10/\$20 Rx card.

It is further agreed that if the Board is considering a change in insurance carriers or plans, they will meet with the Union to discuss those changes prior to implementation.

APPENDIX C

Unionville-Sebewaing Area Schools Support Staff Evaluation

Evaluator: _____ Employee: _____ Date: _____

Status: _____ Probationary _____ Non-Probationary

INSTRUCTIONS: Read carefully the description given for each of the qualifications below. Then place a circle around the number in the column which, in your opinion, most accurately describes the employee's standing. Evaluate each qualification without regard to the employee's rating on any other qualification. 1 being the LOW, 5 being the HIGH.

	1	2	3	4	5
1 COOPERATION Ability to get along with others.	Is antagonistic, pulls against rather than works with others.	Is difficult to handle.	Usually gets along with others.	Cooperates willingly, gets along with others.	Gets along well with others. Is friendly and helpful.
2 INITIATIVE Tendency to go ahead.	Takes no initiative, has to be instructed repeatedly.	Takes very little initiative, requires urging.	Does routine work acceptably.	Is fairly resourceful, does well by him/herself.	Is resourceful, looks for things to learn and do.
3 COURTESY	Has been discourteous to the public and staff.	Is not particularly courteous in action or speech.	Usually is polite and is considerate of others.	Is considerate and courteous.	Is very courteous and very considerate of others.
4 ATTITUDE	Doesn't profit by constructive criticism, resents it.	Doesn't pay much attention to constructive criticism.	Accepts constructive criticism and tries to do better.	Accepts constructive criticism and improvement noted.	Accepts constructive criticism greatly.
5 KNOWLEDGE of the job.	Has not tried to learn.	Pays little attention to learning the job.	Has learned necessary routine but needs supervision.	Understands work, needs little supervision.	Knows job well and shows desire to learn more.

6	ACCURACY of work.	1 Is extremely careless.	2 Is frequently inaccurate and careless.	3 Makes errors, shows average care, thoroughness and neatness.	4 Makes few errors; is careful, thorough and neat.	5 Very seldom makes errors, does work of very good quality.
7	WORK ACCOMPLISHED	1 Is very slow, output is unsatisfactory.	2 Is slower than average.	3 Works with ordinary speed; work is generally satisfactory.	4 Works rapidly; output is above average.	5 Is fast and efficient; production is well above average.
8	WORK HABITS	1 Habitually wastes time, has to be watched and prodded along.	2 Frequently wastes time, needs close supervision.	3 Wastes time occasionally, is usually reliable.	4 Seldom wastes times, is reliable.	5 Is industrious, concentrates very well.
9	ADAPTABILITY	1 Can't adjust to changing situations.	2 Is slow in grasping ideas, has difficulty adapting to new situations.	3 Makes necessary adjustments after considerable instruction.	4 Adjusts readily.	5 Learns quickly, is adept at meeting changing conditions.
10	APPEARANCE Neatness in personal care.	1 Is extremely careless.	2 Often neglects appearance.	3 Is passable in appearance, but should make effort to improve.	4 Is very good in appearance; looks neat most of the time.	5 Is excellent in appearance, looks very well all of the time.
11	ATTENDANCE	1 Too frequently absent for continued employment.	2 Not regular enough in attendance.	3 Usually dependable.	4 Dependable.	5 Never absent except for an unavoidable emergency.
12	PUNCTUALITY	1 Too frequently tardy for continued employment.	2 Very often tardy.	3 Punctuality could be improved.	4 Seldom tardy.	5 Never tardy except for an unavoidable emergency.

COMMENTS: SEE ATTACHED

Considering all factors, the work performance of this employee is _____ satisfactory, _____ needs improvement, _____ unsatisfactory (check one).

I understand that my signature is not intended to indicate my agreement with appraisal, but indicates that I have read the appraisal. I recognize my right to discuss this appraisal with my evaluator and attach comments concerning this appraisal.

Evaluator _____ Employee

Date _____

Two copies of the evaluation will be signed and dated. One will be filed in the employee's personnel file. The other will be given to the employee.