

# **Saranac Community Schools**

**Board of Education  
Saranac Educational Support Association**

**March 25, 2013 through June 30, 2014**

**This agreement shall be effective upon ratification by SESA and the Saranac Board of Education**



# **S.E.S.A.**

THIS IS A MASTER AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE SARANAC COMMUNITY SCHOOLS, HEREINAFTER CALLED THE "BOARD", AND THE SARANAC EDUCATIONAL SUPPORT ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

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## ARTICLE 1

### RECOGNITION

#### A. Recognition

1. The Board recognizes the Saranac Educational Support Association, MEA/NEA as the exclusive bargaining representative for the bargaining unit defined as all custodial/maintenance, school paraprofessionals, classroom paraprofessionals, and secretarial personnel employed by the Board, but excluding supervisory and executive personnel, and all other classifications of employees. The term "employee," when used hereafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined. The term "Association," when used hereafter in this agreement, shall refer to the Saranac Educational Support Association, MEA/NEA, solely in its representative capacity for the local bargaining unit.
2. The terms "Custodial/Maintenance", "School Paraprofessional", "Classroom Paraprofessional", and "Secretarial", when used hereafter in this Agreement, shall refer only to those employees in those classifications.
3. The following guidelines shall be used when placing a position into one of the paraprofessional classifications.
  - a. School paraprofessionals shall not be expected to prepare any lessons nor to instruct students. They shall provide supervision of students without direct supervision themselves. They shall have at least a high school diploma or its equivalent.
  - b. Classroom paraprofessionals shall not be expected to prepare any lessons but will provide some instruction of students under the supervision of a classroom teacher. They will supervise students. They shall have at least one (1) year of college or applicable work experience.
4. Nothing contained herein shall be construed to deny or restrict to any employee, rights s/he may have under state or federal laws and regulations. The rights granted to the employee hereunder shall be in addition to those provided by law.

## ARTICLE 2

### BOARD RIGHTS

- A. It is agreed that the Board hereby retains and reserves unto itself, without limitation, and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Michigan Revised School Code, the laws and the Constitution of the State of Michigan, and of the United States, including, and without limiting the generality of the foregoing, the right to:
1. The executive management and administrative control of the school system and its properties and facilities and the employment related activities of its employees:
  2. Hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment; to their dismissal or demotion, and to promote and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the constitution and laws of the state of Michigan and the constitution and laws of the United States.

## ARTICLE 3

### ASSOCIATION AND EMPLOYEE RIGHTS

#### A. PAY DAY

1. Each school year employee shall have the option of receiving his/her pay in one of the following methods:
  - a. Payment for completion of two (2) weeks of work on the payday following. Such payday shall coincide with that of the teaching staff.
  - b. 26 pays over a twelve month period. Employees choosing this method will have their expected yearly earnings divided into twenty-six (26) approximately equal pays. If there has to be an adjustment because of a change in yearly earnings, such adjustment shall occur as soon as practicable. Such paydays shall coincide with that of the teaching staff.

Upon employment, each school year employee shall file a form with the administration payroll department which indicates which method of payment is chosen. Such method will continue in force unless changed by the employee. If an employee desires to change the method of payment, he/she shall file a new form within five (5) days of the start of the school year in which the change is to take place.

2. Each 52-week employee shall be paid on the pay day following the completion of two (2) weeks of work, and every two (2) weeks thereafter. Such paydays shall coincide with that of the teaching staff.
3. On those occasions when the teaching staff goes three weeks between paydays, each 52-week employee shall be given a one (1) week paycheck prior to the first payday for the ensuing year for the teaching staff.
4. Employees working the night shift will receive their paychecks on Thursday PM.

#### B. PAY DEDUCTIONS

1. The Board shall make voluntary payroll deductions, upon written request from the employee, for annuities, credit unions, Association dues, Association service fees, optional insurance programs, and other programs approved by the Board and the Association.
2. Association dues or service fees shall be deducted, pursuant to the provisions of Sections E. through J. below, in equal amounts, as nearly as may be possible, from the paychecks of each employee over the first twenty (20) pay-periods of each school year.
3. Annuities, if so elected, shall be deducted from each pay period starting with the employee's first pay each school year. The Board agrees to forward all annuity moneys to the appropriate companies within three (3) business days.
4. Part-time employees will pay a prorated amount of dues or service fees, according to procedures specified by the Association.

#### C. DOCUMENTS

The Board agrees to furnish to the Association, upon reasonable request, all available information concerning the financial resources of the district and such other information as will assist the Association.

#### D. COPIES OF CONTRACT

1. At the beginning of the contract year, each employee shall receive a copy of the Master Agreement. A copy of current Board policies shall be available in each building, and all employees shall be informed at once of any changes, which pertain to them.
2. The Board shall provide all newly hired employees with a current copy of the Agreement and a current copy of Board policies that pertain to personnel issues.

#### E. ASSOCIATION DUES/FEEES

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, either join the Association or elect to pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through 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 procedures provided below.

1. The procedure in all cases on non-payment of the service fee shall be as follows:
  - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance 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 effected.
  - b. 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.
  - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
  - d. Payroll deductions of service fees made pursuant to the procedure outlined above shall be made in equal amounts (as nearly as may be) from the remaining paychecks issued to that bargaining unit member for the fiscal year in question.
- F. Due to certain requirements established in recent Court decisions, the Association represents that the amount of the service fee charged to non-members, along with other required 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 service fee by non-members shall be activated not less than thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- G. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the District, to provide the District for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures."

The Association further agrees to certify to the District that the Association, and the MEA/NEA for whom deductions are made under this Article, has complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.

Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the 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 an 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. Further, the Association agrees to promptly notify the District in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the District shall promptly give notice to the Association of any decision made by the District with regard to compliance.
- I. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of the following:
  - 1. Saranac Fire Department
  - 2. Saranac Food Pantry
  - 3. Ionia County Commission on Aging
  - 4. Saranac Education Foundation
  - 5. Saranac Scholarship Funds
  - 6. Saranac Public Library
- J. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this Article. The Association shall, when the District, Board (including individual trustees) or administrators are sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association, the MEA and NEA.

The Association shall have the right to negotiate a settlement with a bargaining unit member whose wages have been subject to involuntary deduction under this Article, provided that this does not involve expenditure of District resources or require the District to take other remedial action to which it has not consented. Further, the Association agrees to indemnify and save the District, the Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the District or its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its affiliates, the MEA and NEA, will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

- K. One hour will be scheduled during the pre-school inservice for the Association to meet with all covered employees. All bargaining unit members are required to be present.
- L. Nothing in this article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.

#### ARTICLE 4

##### HOURS OF WORK

- A. All employees are expected to be at their regular assigned duty station at the scheduled time and remain until their scheduled dismissal time.
- B. Work assignments and work schedules shall be made by the administration in compliance with this agreement, Board policy, and applicable job descriptions.
- C. The regular work week for full-time 52-week employees shall consist of forty (40) hours over five (5) work days from Monday through Friday. Part-time employees may be hired and scheduled for less than forty (40) hours on any five (5) consecutive days. Additional hours of work for part-time employees during their scheduled five (5) days up to a total of forty (40) hours of work shall be paid at the regular rate of pay. Individual employees and the administration may mutually agree to alter work schedules (for example, four ten-hour days per week). If the administration needs to change the five (5) consecutive days, which a part-time employee is scheduled to work, it must give the affected employee at least a two (2) week notice of such change. The intent of a change will be to accommodate a specific need of the administration and that specific need will be so noted in the notice to the employee.
- D. The regular working week for full-time school year employees shall consist of a minimum of thirty seven and one-half (37.5) hours. Part-time employees may be hired and scheduled for less than thirty seven and one-half (37.5) hours. The five (5) working days shall be Monday through Friday.
  - 1. The contractual requirement for full time status will remain at thirty-two and one half (32.5) hours for all employees currently receiving full-time benefits, or those eligible to receive those benefits on January 29, 2008.
  - 2. Classroom Paraprofessionals will be scheduled to work on days that school is in session and students are present. Classroom Paraprofessionals will work one-half their normal schedule on half days of school. Programs such as ECC and MSRP have fewer student days, which will result in fewer workdays for Paraprofessionals working in those classrooms.
- E.
  - 1. If an employee's shift is at least five (5) consecutive hours in duration, the employee shall take a paid ten (10) minute break no sooner than thirty minutes into the first half and then again no later than thirty (30) minutes from the end of the second half of his/her regular shift. In the event the responsibilities of the employee interfere with the opportunity to take a scheduled break, the employee shall take the break as soon as possible.
  - 2. If the employee's shift is less than five (5) consecutive hours but greater than two and one-half (2.5) hours in duration, only one (1) such break may be taken. This break shall occur no sooner than thirty (30) minutes into the employee's shift and no later than thirty (30) minutes from the end of the employee's shift.
  - 3. Persons working a shift of two and one-half (2.5) hours or less in duration shall not be entitled to a break.
  - 4. Nothing shall prevent the employee and the supervisor from reaching mutually agreed upon alternatives to the scheduling of breaks.



- F. Each employee shall be entitled to an unpaid duty-free lunch period consisting of thirty (30) consecutive minutes. In the event an employee is expected by the administration to remain at or near the specific work site and be able to work during his/her lunch period, the employee shall be paid for the lunch period.
- G. In the case of working overtime (more than forty (40) hours per five day week) at the request of an administrator, the employee shall be paid at the rate of 1-1/2 times his/her regular hourly rate or given compensatory time for such overtime provided the hours worked are during the five (5) scheduled days or the first scheduled off day. Overtime shall be offered to bargaining unit members within each school within the classification in which the overtime is to be worked. Overtime shall first be offered to the bargaining unit member having the greatest building classification seniority. If all bargaining unit members within the classification in the affected building refuse the overtime, it will be offered to other bargaining unit members within the same classification based on seniority district wide.
- H. Overtime work performed on an employee's second scheduled off day or on a holiday shall be paid at double the employee's regular hourly rate or by compensatory time given at one and one-half (1-1/2) the amount of overtime accrued.
- I. Whether an employee receives pay or compensatory time shall be by mutual consent of the employee and the administrator.
- J. The employee shall give at least three days written notice of intent to use compensatory time except in cases of emergency. Such use can be at any time provided there is mutual consent between the employee and the administrator.
- K. Compensatory time shall be granted to those employees who request it, if they work over forty (40) hours in a work week and receive at least ten (10) paid leave of absence days per year (i.e. holidays, vacations, personal days). The rate will be one and one-half (1 1/2) hours for each one (1) hour worked, and may be accumulated to forty (40) hours. Hours of overtime worked after an employee has accumulated forty (40) hours of compensatory time will be paid at the appropriate overtime rate. If the accumulated compensatory time falls below forty (40) hours, the employee shall be allowed to accumulate time until the maximum of forty (40) hours is reached. In the event an employee retires or dies without exhausting their accrued compensatory time, such time shall be paid at their normal hourly rate less mandatory withholding.
- L. Summer custodial work will be offered to part-time custodians on the basis of district-wide seniority before it is given to substitute custodians. After all summer work has been given to part-time and substitute custodians, other qualified bargaining unit members will be considered for remaining work on the basis of district-wide seniority prior to any non-bargaining unit member being considered.
- M. Each year, the Board will consult with the Association prior to adopting a school calendar.

## ARTICLE 5

### WORKING DAYS

#### A. EMERGENCY DAYS

1. 52-week employees will report to work when school is canceled due to weather or other emergencies.
2. School year employees will not be required to report to work when school is canceled due to weather or other emergencies.

3. 52-week employees will be paid only for those hours worked. Each employee may have until 12:00 Midnight to complete his/her work. Nothing shall prevent the employee and supervisor from mutually agreeing to alter the work time.
4. School year employees will be paid for the days missed when school is canceled due to weather or other emergencies provided the days do not have to be rescheduled as required by law. In the event school days are required to be rescheduled by law, the employees will receive payment for the time worked during the rescheduled days at the next scheduled pay period.
5. In the event an employee cannot report to work due to weather conditions, he/she shall notify the supervisor as soon as practicable and will be able to use vacation or personal day(s). Nothing shall prevent the employee and the supervisor from mutually agreeing to alter the work schedule.

**B. HOLIDAYS**

1. Secretaries and 52-week employees will not be required to work on the following days and will be paid their current rate of pay, based on an eight (8) hour day or a prorated amount for employees working less than 8 hours, for said holiday, provided the employee is either at work or on a paid vacation or leave, on the regular work day before and after the holiday. If the holiday falls on a Saturday or Sunday, the day immediately before or after the holiday shall be granted as the holiday provided school is not in session. In the event school is in session, the day(s) to be used as "holiday" shall be determined with mutual agreement between the Board and the Association.

Independence Day  
 Labor Day  
 Thanksgiving Day  
 Day After Thanksgiving  
 Christmas Eve Day  
 Christmas Day  
 New Year's Eve Day  
 New Year's Day  
 Good Friday  
 Memorial Day

2. School year employees other than secretaries will not be required to work on the following days and will be paid their current rate of pay for the number of hours normally worked, provided the employee is either at work or on a paid leave, on the regular work day before and after the holiday:

- |    |                                   |                                                                                                                                                 |
|----|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| a. | After one (1) year of service:    | Labor Day, Thanksgiving, Christmas, New Year's Eve Day and New Year's Day                                                                       |
| b. | After two (2) years of service:   | Labor Day, Thanksgiving, Christmas, New Year's Eve Day, New Year's Day, and Good Friday                                                         |
| c. | After three (3) years of service: | Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve Day, Christmas, New Year's Eve Day, New Year's Day, Good Friday and Memorial Day |

3. If a holiday falls on a Saturday or Sunday, the day immediately before or after the holiday shall be granted as the holiday provided school is not in session. In the event school is in session, the day(s) to be used as "holiday" shall be determined with mutual agreement between the Board and the Association.

## ARTICLE 6

### VACATION DAYS

- A. Each 52-week employee will be granted vacation, as follows:
  - 1. One day per month, to a maximum of ten (10) days per year.
  - 2. After five (5) years of service, 1.25 days per month, to a maximum of fifteen (15) days.
  - 3. After ten (10) years of service, 1.67 days per month, to a maximum of twenty (20) days.
- B. Vacation will be granted at such time during the year as is suitable, considering the wishes of both the employee and the efficient operation of the school system. Final decision shall rest with the Superintendent.
  - 1. Employees will make every effort to file a written request for vacation leave, through the Principal or Supervisor, to the Superintendent, at least one (1) week before the effective time of vacation leave. A written vacation leave request form must be filed by the employee prior to commencement of any vacation.
- C. A vacation may not be waived by an employee and double pay received for work during that period, unless the extra time is needed and agreed to by both the employee and the employer.
- D. Vacation time shall not accumulate beyond thirty (30) days. . Between May 1<sup>st</sup> and May 31<sup>st</sup> of each year the district will notify any employee who has accrued over thirty (30) vacation days.

## ARTICLE 7

### SENIORITY

- A. Total seniority shall be defined as the length of time a bargaining unit member has continuously worked for the employer in positions covered by this agreement. Classification seniority shall be defined as the total length of time a bargaining unit member has worked for the employer in a specific classification. Classification seniority does not have to be continuous. Each bargaining unit member may have his/her name appear on more than one classification list for the purposes of transfers and/or layoff.
- B. If a bargaining unit member is transferred voluntarily or involuntarily into another classification, his/her seniority shall be frozen in the classification from which the member came. Seniority in the new classification shall begin upon placement into the new position. Should the member return to the first classification, his/her seniority will again accrue in that classification.
- C. Seniority shall accrue during a paid leave of absence or an unpaid leave of absence of thirty (30) days or less.
- D. Seniority shall be frozen during an unpaid leave of absence longer than thirty (30) days.
- E. Seniority shall continue to accrue while an employee is laid off.
- F. Seniority shall be forfeited if the employee resigns from, or accepts a management position with the Saranac Community Schools.
- G. Seniority accrual shall be the same for both full and part-time employees.
- H. Ties between two (2) or more bargaining unit members with the same seniority date shall be broken by drawing of lots to determine the order of placement on the seniority list.

- I. The Association will be provided an updated seniority list no later than June 30 of each year. The Association President will be notified of personnel changes as they occur throughout the school year.

## ARTICLE 8

### VACANCIES, TRANSFERS, AND INCREASES IN SCHEDULED TIME

#### A. VACANCIES & TRANSFERS

1. A vacancy shall be defined as a newly created position or a present position that is not filled.
2. All vacancies occurring during the school year shall be posted in a conspicuous place in each building of the district for a period of five (5) work days. Such notices shall be posted in each staff lounge and administrative office. Said posting shall contain the following information:
  - a. Location of work
  - b. Starting date
  - c. Hours to be worked
  - d. Qualifications
  - e. Brief job description
  - f. Date of posting
  - g. SESA position
3. During the times that school is not in session, the posting shall be for a period of ten (10) work days. Employees who desire notification by mail of such postings shall leave self-addressed/stamped envelopes with the administrative office.
4. Notices of vacancies shall also be e-mailed to association members (using school provided addresses).
5. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the posting period noted in either 2. or 3. above.
6. If a bargaining unit member applies for a posted position within his/her same job classification, he/she shall be granted an interview for the position. After the expiration of the posting period, the Board may fill the position by transfer of an employee within the classification or by awarding the position to another applicant. In making the decision to award the position, the Board will consider length of service in the school district, qualifications, skills, abilities, experience, and other relevant factors of the applicants. The applicant selected shall be notified of his/her selection and the time and place to report for work
7. In cases of an involuntary transfer, seniority within a classification (custodian, secretary, or school paraprofessional) shall be taken into consideration, with the superintendent making the final decision. Normally, the least senior employee in the building in the appropriate classification will be transferred unless there is a more senior employee in the appropriate job classification who volunteers to be transferred.
8. If a bargaining unit member is transferring from one type of position to another within the unit, a probationary period of twenty (20) work days shall be established. If either the employee or the administration decides, within the probationary period, that the employee cannot perform the duties assumed, the employee shall return to the previously held position. In such cases, the administration shall not be required to repost the position, but shall reconsider previous applicants for the position.
9. If an employee transfers between one classification and another, the transfer on the salary schedule shall be to the salary closest, but not lower than the previously held salary.

10. The District has the right to utilize temporary employees as substitutes for absent employees, during the posting and selection process for vacancies, or to fill staffing needs which are not permanent in nature. A temporary employee shall not be utilized in a bargaining unit position for more than ninety (90) calendar days, except where the temporary assignments is due to the absence of a bargaining unit member.

B. INCREASE/DECREASE IN SCHEDULED TIME

1. In the event an employee bids on and accepts another position that ultimately has an increase of more than one (1) hour each day within the current school year, the position shall be posted for internal applicants only pursuant to B., 2., 4., and 5. above.

In the event another employee is placed into the position, the affected employee shall be allowed to return to his/her previously held position, if it exists, or to the position vacated by the applicant. Said request shall be made by the employee within three (3) work days of the notice of the "bump."

No more than three (3) employees shall be affected by this procedure with the third employee being placed into the available position.

2. In the event an employee bids on and accepts another position that ultimately has a decrease of more than one (1) hour each day within the first year, the employee shall be allowed to return to his/her previously held position if it exists. Said request to return to the previously held position shall be made by the employee within five (5) work days of the notice of the decrease in hours.

The employee currently in the previously held position shall be allowed to return to his/her previously held position, if it exists, or to the one vacated by the other employee. Said request shall be made by the employee within three (3) work days of the notice of the "bump."

No more than three (3) employees shall be affected by this procedure with the third employee being placed into the available position.

3. In no event shall the application of 1. or 2. above allow an employee to be placed into a paraprofessional position for which he/she is not qualified pursuant to the recognized guidelines for a job classification. In the event an application of either 1. or 2. above would cause this, the procedure shall stop with the last employee so allowed to move appropriately.

ARTICLE 9

LAYOFF AND RECALL

A. LAYOFF

1. "Layoff" shall be defined as a reduction in staff resulting in the loss of positions within the bargaining unit or a reduction in hours.

B. REDUCTION OF STAFF

1. In the event a reduction in the number of personnel becomes necessary, seniority at the Saranac Community Schools in the classification being reduced will become the determining factor.
2. The least senior employee in the classification being reduced will be the one whose schedule will be reduced in time or who will be laid off.

C. REDUCTION OF HOURS

1. In the event a reduction in the number of hours becomes necessary, a determination will be made with respect to whether said reduction will be made individually or will be made across the classification.
2. If the reduction in the number of hours is done individually, the least senior individual in the affected classification shall be the employee whose hours are reduced.
3. In the event the employee who is laid off has seniority in another classification, he/she will be placed into the other classification. If this causes the other classification to have a less senior employee, he/she shall be the one who is laid off.
4. Thirty (30) days' notice of a schedule reduction or layoff shall be provided to the employee so affected.
5. If the Administration decides that the reduction in the number of hours or positions is to be made across the classification, the Association shall be given an opportunity to discuss the decision prior to its actual implementation. If the Association and the Administration can mutually agree to an alternate method, the alternate method will be implemented. The Administration will make the final decision in the event there is no mutually agreed upon alternative.

D. RECALL

Recall and restoration of hours shall be done in inverse order of seniority within the classification. Recall from layoff shall be as close to but no more than the hours held at the time of layoff.

ARTICLE 10  
SALARY & FRINGE BENEFITS

A. WAGES 2012-13

1. Custodial Maintenance

Step	2012-13
1-----	12.23
2-----	13.09
3-----	13.88
4-----	14.69
5-----	15.50

2. Classroom Paraprofessional

Step	2012-13
1-----	10.63
2-----	11.28
3-----	11.92
4-----	12.45
5-----	13.29

3. School Paraprofessional

Step	2012-13
1-----	9.10
2-----	9.65
3-----	10.23
4-----	10.83
5-----	11.47

4. Secretarial

Step	2012-13
1-----	12.86
2-----	13.65
3-----	14.45
4-----	15.27
5-----	16.11

A. WAGES 2013-14

1. Custodial Maintenance

Step	2013-14
1-----	12.35
2-----	13.22
3-----	14.02
4-----	14.84
5-----	15.66

2. Classroom Paraprofessional

Step	2013-14
1-----	10.74
2-----	11.39
3-----	12.04
4-----	12.57
5-----	13.42

3. School Paraprofessional

Step	2013-14
1-----	9.19
2-----	9.75
3-----	10.33
4-----	10.94
5-----	11.58

4. Secretarial

Step	2013-14
1-----	12.98
2-----	13.79
3-----	14.59
4-----	15.42
5-----	16.27

- The employee will be paid an additional twenty-five cents (\$0.25 per hour when the scheduled work day starts after 2:00 PM.)
- The anniversary date of the employee for the purpose of step advancement and bargained benefits will be at the beginning of the contract year. An employee must have been working for Saranac Community Schools prior to March 1 of the contract year in order to move to the next step. In the case of an employee who started working after March 1, the employee will remain at the same step for the next contract year.
- Longevity Bonus: 2012-2013: Longevity granted for members going from year fourteen (14) to year fifteen (15) and year nineteen (19) to year twenty (20) shall be paid the second payroll in June.  
  
2013-2014: All covered employees with more than fifteen (15) years of service with Saranac Community Schools will be eligible to receive a bonus check equal to one (1) week of pay. After twenty (20) years, the check will be equal to two (2) weeks of pay. The payments shall be paid in two (2) pay periods. The first shall be paid the second pay of December 2013 and the second shall be paid the second pay in June 2014.
- Signing Bonus: Each bargaining unit member shall receive an off schedule payment of \$125.00 within two (2) pay periods after ratification.

B. INSURANCE

- The employer shall formally adopt a plan document that complies with Section 125 of the Internal Revenue Code.
- For each full-time employee during the life of this contract, the Board will provide a monthly maximum of \$1,153.46 toward the MESSA Choices II premium or a monthly maximum of \$93.70 toward the MESSA PAK B premium.

Employer paid health insurance contributions shall be the state mandated cap amount for single two person and full family at the time the HSA (MESSA ABC Plan1) goes into effect. If the

premium is less than the cap, the remaining amount up to the cap amount shall be placed in the employee's HSA account.

In the event the actual monthly premium cost exceeds the amount provided by the Board, the individual employee shall be responsible for the excess premium cost attributable to the employee's specific plan. The total excess monthly premium costs shall be, to the extent possible, deducted equally from two (2) paychecks per month.

Plan A Choices II or ABC Plan 2, Delta Dental (60-60-60: \$1,000 maximum), \$10,000 Negotiated Life, Vision VSP-2, Long Term Disability.

Plan B Delta Dental (60-60-60: \$1,000 maximum), Vision VSP-2, \$15,000 Negotiated Life, Long Term Disability.

3. For an employee who elects Plan B, the employer shall provide a cash option. The cash option amount for 2012-2014 shall be \$249.86 per month.
4. The amount of any cash option amount received by an employee may be applied to an annuity program of the employee's choice. The annuity program selected must be one approved by the Board, and the employee shall enter into a salary reduction agreement with the Board.

In the event that an employee selects Plan B and elects to receive this cash option, as provided in the Section 125 document approved by the Board, any direction of this cash option to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

5. Any disputes relative to the administration and/or operation of the Saranac Community Schools cash option plan shall be resolved in conformance with the Claims Procedure and Appeal of Denied Claims sections of that plan.
6. The Long Term Disability Coverage shall be: 66 2/3% coverage; \$2,500 per month maximum; 120 calendar days (modified fill); freeze on offsets; alcoholism/drug 2 year maximum; mental/nervous 2 year maximum.
7. A new or revised application for insurance coverage will take effect the first month following the filing of an application in the Superintendent's office, provided that the carrier, policyholder and underwriter allow the enrollment or change at that time.
8. Coverage shall terminate at the end of the month in which the employee's resignation, dismissal, or unpaid leave of absence is effective (with the exception of Family and Medical Act Leaves), except that an employee who completes his/her contracted yearly obligation shall be entitled to his/her coverage through the month of June.
9. For a 52-week employee who is employed less than full time, the Board will pay that percentage of the premium which represents the percentage of time the employee is working for the school system should the employee desire to participate in either insurance package Plan A or Plan B. The employee is responsible for the balance of the premium.
10. For a school year employee who is employed less than full time, he/she shall be allowed to purchase Plan A or Plan B medical insurance through the District at the group rate available to the District if the employee so desires. The employee is responsible for reimbursing the district for payment of all applicable premium amounts.
11. For a school year employee who is employed less than full time, the Board will provide \$10,000 MESSA Negotiated Life Insurance.



## C. LEAVE DAYS

### 1. Sick Leave

- a. School year employees will earn up to 9 sick days annually (one per month). Fifty-two (52) week employees will earn up to 11 sick days annually (one per month).
  - 1) The unused portion of sick leave days will be accumulated to a maximum of 180 days.
  - 2) Accumulated sick leave days are carried over only for those employees returning from the previous year, or from an approved leave of absence.
  - 3) Hours of planned absences or emergencies shall be cumulative to full day equivalencies and deducted from sick leave days.
- b. Sick days may be used for:
  - 1) Personal illness, injury and/or disability, of employee.
  - 2) Medical or dental appointments which cannot be scheduled at any other time.
  - 3) Illness or injury to an immediate family member (father; mother; spouse; child; or, if currently residing with the member, significant other family member).
- c. In order to be eligible for payment of sick leave, a bargaining unit member must notify his/her supervisor (or an individual designated by the supervisor) of absence not later than one (1) hour prior to the start of work unless in an emergency and then as soon as practicable.
- d. In the event the Administration believes that there is abuse of sick leave by an employee, the Administration shall notify the employee in writing. Upon further absence by the same employee, the Administration may require that the employee provide a physician's statement attesting to the need of absence. Failure of an employee to provide the appropriate physician's statement upon request will result in denial of use of sick leave. Continued abuse may result in further disciplinary action.
- e. If it is necessary for an employee to be absent from duty due to illness or injury compensable under the Michigan Workers' Disability Compensation Act, he/she shall receive from the District, at the employee's option, payment which represents the difference between his/her net salary and the amount received as workers' compensation benefits with the resulting deduction of sick leave prorated to the amount of payment received. For example, if worker's compensation pays sixty percent (60%) of the net pay amount, the employee will receive forty percent (40%) from the District with a four tenths (.4) deduction of sick leave days for each day covered.

### 2. Personal Leave

- a. Each employee will be allowed three (3) personal leave days per year.
  - 1) The unused portion of personal leave will be added each year to the accumulated sick leave days.
  - 2) Hours of planned absences or emergencies shall be cumulative to full day equivalencies, and deducted from personal leave days.
- b. To qualify for a personal leave day:

- 1) A written request by the employee for approval, will be submitted through the Principal, to the Superintendent, at least 24 hours before the effective time of leave, except in cases of emergency.

### 3. Leave of Absence, With Pay

Leave of Absence with pay shall be granted for:

- a. Appearance in court for jury duty or school related matters providing the employee shall remit to the Board, all monies received for such services, minus reimbursed expenses.
- b. An employee who is injured on the job will receive his/her worker's compensation income. The Board will pay the difference and deduct the employee's accumulated sick days by the pro-rated amount. This will be accomplished by continuing to issue the employee his/her regular pay check. When the employee receives the worker's compensation, he/she shall sign the check over to the District.
- c. Up to three (3) days per occurrence shall be allowed for each death in the immediate family. Immediate family is defined as: spouse, child, step-child, sibling, step-sibling, parent or step-parent, spouse's parent or step-parent, grandparents or step-grandparents, grandchildren, step-grandchildren and spouse's siblings. The number of days may be extended at the discretion of the Superintendent.

### 4. Leave of Absence, without pay

#### a. Illness/Disability Leave

- 1) An employee eligible for leave under the Family and Medical Leave Act shall be entitled to disability leave for periods not to exceed twelve (12) weeks without pay upon written statement from a physician for the serious health condition of the employee or the employee's immediate family (spouse, parent, or child). This unpaid leave shall commence after the exhaustion of the period compensated by sick leave, vacation, and/or personal days unless the employee or employer selects otherwise
- 2) Upon return from leave, the employee shall be returned to his/her position held at the time of the disability or to a position that seniority and qualifications entitles him/her. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other working conditions of employment in the same job category. In no case will an employee be returned to a position in the event a layoff has occurred and the employee would be on layoff status if he/she had been at work during the leave.
- 3) The Board will continue hospital/medical, dental and vision premium contributions on behalf of the employee (and eligible dependents) for up to twelve (12) weeks for employees who are on an unpaid leave of absence under the Family and Medical Leave Act as is specified in paragraph a. 1) above. For periods beyond the twelve (12) week period described above, the payment of the premium is the responsibility of the employee. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within thirty (30) days of demand.
- 4) Where an employee requests intermittent leave or reduced schedule leave for personal serious illness/disability or to care for a seriously ill family member as authorized under the Family and Medical Leave Act, the Board may require that the employee transfer temporarily to an alternative position for which the employee is qualified and which has an equivalent pay rate and benefits where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment. Where

the temporary transfer is to part-time position, the pay rate and benefits shall be adjusted accordingly, in conformance with the other terms of this Agreement. Intermittent leave shall be taken in intervals of not less than two (2) hours. The employee shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.

- 5) The employee, upon request, will supply a statement from a doctor supporting the need for a leave granted under this section. The Board retains the right to require a second opinion from a doctor of its choice at Board expense. If the second opinion differs from the first, the employee and the Board shall mutually agree upon a third doctor from whom an opinion will be sought at Board expense. The opinion of the third doctor shall be considered final and binding on the Board, employee and Association with respect to the need for such leave.
  - 6) Prior to return from a leave granted under this subsection, the Board retains the right to require a statement from a doctor with respect to the employee's fitness to return to work at the conclusion of the leave.
  - 7) This leave may be extended for a period of up to one (1) year upon request. At the expiration of the extension of the leave, the employee will either be returned to a vacant position for which he/she is qualified and seniority provides or placed on lay off status. In the event the employee is placed on lay off status, the employee shall be returned to the first vacant position for which he/she is qualified and seniority provides. Posting for the vacant position in this case shall be waived.
- b. Child Care Leave
- 1) Upon request, child care leave shall be granted to an employee otherwise eligible for such leave under the Family and Medical Leave Act for up to twelve (12) weeks commencing at a date agreed upon by the Superintendent and the affected employee. Such leave will be for the caring of a son or daughter or for the caring of a son or daughter placed in the home for adoption or foster care. When this leave is taken in order to care for a child with a serious health condition, under the Family and Medical leave Act, leave will commence upon the exhaustion of the period compensated by sick leave, vacation and/or personal leave days unless the employee or employer directs otherwise.
  - 2) Upon return from leave, the employee shall be returned to his/her position held at the time of the disability or to a position that seniority and qualifications entitles him/her. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other working conditions of employment in the same job category. In no case will an employee be returned to a position in the event a layoff has occurred and the employee would be on layoff status if he/she had been at work during the leave.
  - 3) The Board will continue hospital/medical, dental and vision premium contributions on behalf of the employee (and eligible dependents) for up to twelve (12) weeks for employees who are on an unpaid leave of absence under the Family and Medical Leave Act as is specified in paragraph b. 1) above. For periods beyond the twelve (12) week period described above, the payment of the premium is the responsibility of the employee. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within thirty (30) days of demand.
  - 4) Where an employee requests intermittent leave or reduced schedule leave for personal serious illness/disability or to care for a seriously ill family member as authorized under the Family and Medical Leave Act, the Board may require that the employee transfer temporarily to an alternative position for which the employee is qualified and which has an equivalent pay rate and benefits where the temporary transfer would better accommodate

the need for recurring leave, in comparison to the employee's current assignment. Where the temporary transfer is to part-time position, the pay rate and benefits shall be adjusted accordingly, in conformance with the other terms of this Agreement. Intermittent leave shall be taken in intervals of not less than two (2) hours. The employee shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.

- 5) This leave may be extended for a period of up to two (2) years upon request. At the expiration of the extension of the leave, the employee will either be returned to a vacant position for which he/she is qualified and seniority provides or placed on lay off status. In the event the employee is placed on lay off status, the employee shall be returned to the first vacant position for which he/she is qualified and seniority provides. Posting for the vacant position in this case shall be waived.

c. General Leave

- 1) Upon request to the superintendent, an employee may be granted an unpaid leave not to exceed twelve (12) months. Such leave is subject to Board approval if the request is for longer than five (5) days.
- 2) Leave granted under this provision shall not be granted for periods of time less than one (1) day.
- 3) No more than two (2) bargaining unit members may be on a leave under this subsection at any one time except as allowed by the Superintendent.
- 4) Leave granted under this subsection may not be used to extend vacation and/or holiday periods except as allowed by the Superintendent.
- 5) Return from a leave under this subsection does not guarantee an employee's return to the same position except if the leave is for five (5) days or less. Return from a leave under this subsection will be to the same position, if available, or to a similar position, if available. In no case will an employee be returned to a position in the event a layoff has occurred and the employee would be on layoff status if he/she had been at work during the leave.
- 6) The approval of a leave of absence under this subsection will entitle the employee to retain all seniority rights except as specifically limited in Article 7, Section A.

5. An employee shall not accrue sick leave, emergency leave, or personal leave entitlement while on unpaid leaves of absence under this Section.

D. DAMAGE TO PERSONAL PROPERTY

If the employee has taken reasonable precautions, and reports the damage within two (2) working days, the Board will reimburse the employee for any loss, damage, or destruction of personal property caused by students while in school, or on school premises, and not collectable from other sources. A committee of three (3), one (1) employee, one (1) board member, and one (1) administrator will determine if reimbursement is warranted.

E. TERMINAL LEAVE

1. The number of sick leave days that can be used for terminal leave purposes will be determined as follows:
  - a. Any bargaining unit member who has accumulated ninety (90) sick leave days or more at Saranac Schools as of July 31, 1989, can use that number for maximum potential terminal leave.

- b. Any bargaining unit member who has accumulated less than ninety (90) sick leave days at Saranac Schools as of July 31, 1989, may accumulate up to ninety (90) days for maximum potential terminal leave.
  2. Retired bargaining unit members shall receive a terminal leave payment equal to fifty percent (50%) of their daily rate of pay times their accumulated terminal leave days. However, the last year of service prior to retirement must be with Saranac Community Schools and within five (5) years of receipt of the first retirement check. Payment will be made after retirement, in twelve (12) monthly payments or one (1) lump sum payment. Any unemployment compensation collected by the retiree will be deducted from each payment.
  3. If a SESA bargaining unit member shall expire while under contract at Saranac Community Schools, a sum equal to his/her accumulated terminal leave payment as defined in Article 8.E. shall be paid to that bargaining member's named beneficiary.
- F. If an employee is required to work with a student who is in need of specialized care, a student with a communicable disease, or in situations where the spread of disease may occur, such employee shall be provided with appropriate training as is necessary to work with the student. In cases where the specialized care requires training, which is medical in nature, the employee will be trained to provide emergency care only.
- G. If an employee is required to supervise the dispensation of medicine pursuant to his/her Board approved job description, said employee shall follow Board approved guidelines/policy that comply with applicable State and/or Federal law.
- H. 1. If an employee is required to attend in-service training, the employee will receive his/her normal hourly rate of pay for each hour that the in-service covers and the cost(s) of attending the in-service will be paid by the District.
2. An employee may be asked by the administration to attend in-service training which will further the employee's skills in performing the job assignment. In such cases, the employee will receive his/her normal daily rate of pay and the cost(s) of attending the in-service will be paid by the District.
3. Said cost(s) of attending an in-service shall include registration fee, meal cost(s), mileage, and parking. Nothing shall require the District to pay mileage for an employee to attend an in-service at the employee's work site on the employee's normal work day.
- I. Each employee, upon request, shall be provided an Athletic pass that will cover the cost of attending any home athletic event for the employee. In exchange for the pass, the employee may be asked to donate a portion of their time (two to three contests per year) to assist the principal and athletic director in crowd supervision.

## ARTICLE 11

### EVALUATION & DISCIPLINE

#### A. RECORD AND FREQUENCY

1. The evaluation of the performance of an employee shall be conducted at least once every three (3) years.
  - a. Evaluations shall be conducted by the employee's immediate supervisor.
    - i. The evaluations of secretaries and paraprofessionals shall be conducted by a building administrator. Custodial evaluations shall be conducted jointly by the Head Custodian and a building administrator. Maintenance evaluations shall be conducted by the Transportation and Operations Director.
    - ii. The evaluation of an employee who works in multiple buildings shall be conducted by an administrator of the building in which the majority of the employee's duties are performed (with input from the administrators of the other buildings).
2. At the beginning of the year in which an employee will be evaluated, the employee shall be given the basis on which the evaluation will be made including the time period during which it will occur. If the employee desires, he/she will be given an opportunity to discuss the basis with the supervisor doing the evaluation.
  - a. The evaluation shall be conducted using an adopted/agreed upon district evaluation tool.
3. Upon the completion of the evaluation period, the formal evaluation of the performance of an employee shall be reduced to writing and placed into the employee's personnel file. The employee will be provided a copy of the evaluation. There will be a place on the evaluation form for the employee's signature to acknowledge receipt of the evaluation. The employee may file a written response to the evaluation and request that it be placed in his/her personnel file.

#### B. OBSERVATIONS

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

#### C. FILES

Each employee shall have the right, upon request to the Superintendent, to review the contents of his/her personnel file. An Association representative may be in attendance, upon the employee's request.

#### D. DISCIPLINARY ACTIONS

1. An employee shall receive a copy of a warning, reprimand, or disciplinary action, if the infraction is serious enough to be placed in the employee's personnel file. The employee may file a written response to be placed in his/her file.
2. If, in the opinion of the administrator, an employee is not performing in compliance with his/her job description, notice will be given. The notice shall include the areas of weakness, and possible solutions, and shall be placed in the individual's personnel file. A signed copy shall be given to the employee involved.
3. No employee shall be discharged or disciplined without just cause.

## ARTICLE 12

### GRIEVANCE PROCEDURE

#### A. INITIATING A GRIEVANCE

After a full discussion of the situation orally with the immediate supervisor, any employee, group of employees, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may file a written grievance with the immediate supervisor, within thirty (30) working days after the occurrence or when the employee, group of employees, or the Association should have learned of the occurrence. The grievance shall be deemed waived if not filed timely within the thirty (30) working day period.

#### B. TIME SCHEDULE FOR APPEALS

1. The time lines set forth shall be strictly observed. Within five (5) working days of receipt of the written grievance, the immediate supervisor shall approve or disapprove it.
2. If no disposition is forthcoming within the five (5) working day period, or should the grievant or the Association be dissatisfied with the disposition of the immediate supervisor, the grievance may be appealed to the Superintendent within five (5) working days from the immediate supervisor's disposition or the end of the five (5) working day period, if no disposition.
3. Within five (5) working days of receipt of the written grievance, the Superintendent shall approve or disapprove it. If no disposition is forthcoming within the five (5) working day period, or should the grievant or the Association be dissatisfied with the disposition of the Superintendent, the grievance may be appealed to the Board within five (5) working days from the Superintendent's disposition or the end of the five (5) working day period, if no disposition. The appeal must be filed with the Secretary of the Board of Education with a statement of reasons why the Superintendent's disposition is unsatisfactory.
4. Within ten (10) working days from the receipt of the written grievance, the Board shall pass upon the grievance.

The Board shall notify the Association, in writing, of its decision, within five (5) working days from the date of the decision.

#### C. ARBITRATION

In all grievances, except for those involving the discharge or discipline of an employee, should the Association be dissatisfied with the disposition of the Board, or if no disposition is forthcoming within the fifteen (15) working day period, the Association, within ten (10) working days from the Board's disposition or the end of the fifteen (15) working day period, if no disposition, may file a petition for labor arbitration with the Michigan Employment Relations Commission (MERC).

If the parties are unable to agree upon an arbitrator, he/she shall be appointed under the rules of the MERC.

The arbitrator, so selected, will confer with the parties, and hold hearings promptly and will issue his/her decision not later than twenty (20) working days from the date of the close of the hearing. The arbitrator's decision shall be in writing, and will set forth his/her findings of facts, reasoning, and conclusions of the issues submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/Her authority shall be limited to deciding whether specific articles and sections of this Agreement have been violated. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the laws and this Agreement. The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding. The arbitrator's fee and other expenses of arbitration shall be paid by the loser. Each party shall bear their own expenses of representation in connection therewith.

### ARTICLE 13

#### CONTINUITY OF OPERATIONS

The Association, its members or agents shall not promote, encourage, condone, or participate in a strike, as defined by the Michigan Public Employment Relations Act.

### ARTICLE 14

#### NEGOTIATION PROCEDURES

There are no understandings or agreements or past practices which are binding on either the Board or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Board or the Association until it has been put in writing and signed by both the Board and the Association as either an amendment to this Agreement or a letter of understanding signed by both parties.

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted hereunder.

### ARTICLE 15

#### ASSOCIATION TIME

The Association will be granted forty (40) hours with pay per year for Association business. The time may be taken in increments of no less than one (1) hour unless by agreement of the administration and will not be deducted from any other leave time.

Bargaining unit members whose shifts begin after twelve noon may request the right to take time off for union meetings, so long as they arrange to make up the time lost on the same day.

### ARTICLE 16

#### MISCELLANEOUS

##### A. RESIGNATION

The employee will be required to give two calendar weeks notice of resignation, in writing, to the Superintendent. Failure to work the required number of days shall result in forfeiture of all earned vacation days and other fringe benefits not already paid by the employee unless approved by the Superintendent.

##### B. SUBCONTRACTING

In the event the Board and/or administration considers subcontracting bargaining unit work, the Association President will be immediately notified. The Association will be given the opportunity to consult with the Board about the effect of such subcontracting.

##### C. SUBSTITUTING

If a member of the custodial/maintenance classification is absent, and if the administration determines that a substitute will be necessary, except in cases of emergency, the most senior available



bargaining unit member in the same building, within the same classification, whose hours are less than the absent employee will be offered the opportunity to substitute for the absent employee. In the event that an employee in the same building is not available, the opportunity will be offered to other members within the classification on the basis of seniority. After the opportunity to substitute has been offered to all members within the classification, it will be offered to other interested bargaining unit members prior to any non-bargaining unit member being considered. The intent is that the person works his/her normal shift and substitute during an off-duty time period(s) unless the administration decides to switch the employee's work shift duties.

If administration determines that a substitute is necessary for all other bargaining-unit positions, administration shall assign a substitute, if possible, from within the same classification. In the event an employee from within the same classification is not available, administration shall consider other bargaining unit members for substituting on the basis of qualifications, skills, abilities, experience, and other relevant factors prior to any non-bargaining unit member being considered.

1. SESA will provide to administration a list of bargaining unit members and the classifications for which each member is interested in substituting.

## ARTICLE 17

### DURATION OF AGREEMENT

#### A. DURATION

1. This Agreement shall be effective March 25, 2013 through June 30, 2014.
2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

#### B. PROCEDURE FOR AGREEMENT CHANGE

1. Either of the parties hereto desiring a change shall notify the other party, in writing.
2. Whenever notice is given for change, the nature of change desired must be specified.
3. The receiving party shall reply in writing and within fifteen (15) working days to the originating party.
4. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.
5. If a change in the contract is agreed upon by the Board and the Association, it will be placed in writing and signed by a representative of the Board and the President and one other member of the Association.

In witness whereof, the parties below have set their hands.

For the Saranac Educational Support Association

For The Saranac Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date