

# **SUPPORT STAFF CONTRACT**

BETWEEN THE

**CRAWFORD AUSABLE**

**SCHOOL DISTRICT**

**GRAYLING, MICHIGAN**

AND THE

**CRAWFORD AUSABLE**

**SUPPORT STAFF FEDERATION**

AFFILIATED WITH  
MFT, AFT, AFL-CIO  
Local 4612

**2011-2012**

**2012-2013**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
I	RECOGNITION .....	1
II	FINANCIAL RESPONSIBILITY .....	1
III	FRINGE BENEFITS .....	2
IV	PROFESSIONAL COMPENSATION.....	5
V	WORKING CONDITIONS.....	6
VI	VACANCIES AND PROMOTIONS .....	6
VII	SENIORITY, DISPLACEMENT, LAYOFF AND RECALL .....	7
VIII	SICK LEAVE .....	9
IX	LEAVE OF ABSENCE.....	9
X	EMPLOYEE EVALUATION .....	11
XI	PERSONNEL FILES.....	11
XII	PROTECTION OF EMPLOYEES .....	12
XIII	NEGOTIATION PROCEDURE .....	12
XIV	GRIEVANCE PROCEDURE.....	13
XV	OTHER PROVISIONS .....	15
XVI	DURATION OF AGREEMENT.....	15
XVII	HOURLY PAY RATE .....	16
	SENIORITY LIST.....	18
	GRIEVANCE FORMS.....	20
	CALENDAR.....	25

**SUPPORT STAFF  
MASTER AGREEMENT  
2011-2013**

This Agreement is entered into by and between the Crawford AuSable Support Staff Federation affiliated with MFT, AFT, AFL-CIO, hereinafter termed the "Union", and the Crawford AuSable School District, hereinafter termed the "Board", who shall be the sole parties to this Agreement.

**ARTICLE I  
RECOGNITION**

- A. The Board hereby recognizes the Union as the exclusive bargaining representative for all food service, media center paraprofessionals, monitors, instructional paraprofessionals, technology paraprofessionals, and other paraprofessional personnel, employed or to be employed by the Board (whether or not assigned to public school building), but excluding supervisory personnel. The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining unit as above defined and reference to one sex shall include the other.
- B. Within thirty work days of the beginning of their employment hereunder, the employee may sign and deliver to the Board an authorization for deduction for Board approved voluntary deductions, savings bonds and membership dues and assessments of the Union upon such conditions as the Union shall establish, and other deductions mutually agreed upon by the parties, such sum to be deducted from the regular salaries of all members and remitted not less frequently than monthly to the Union.
- C. Nothing contained herein shall be construed to deny or restrict to any employee rights she/he may have under the Revised School Code of 1996, as amended, all regulations pursuant thereto, and other laws and regulations. The rights granted to employees herein shall be deemed to be in addition to those provided elsewhere.
- D. A copy of the letter to new employees will be sent to the Union President and Treasurer.

**ARTICLE II  
FINANCIAL RESPONSIBILITY**

- A. Any employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) work days from the date of commencement of duties shall; as a condition of employment, pay a service fee to the Union, which shall be an amount equal to the dues required to be paid by the members of the Crawford AuSable Support Staff Federation affiliated with MFT, AFT, AFL-CIO. The employee may authorize payroll deduction for such fee in the same manner as provided in the preceding Article. In the event that an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Board shall, at the request of the Union, terminate the employment of such employee. The parties recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
  - 1. The Union shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) work days

for compliance and shall further advise the recipient that a request for discharge shall be filed with the Board in the event that compliance is not effected.

2. If the employee fails to comply, the Union shall file charges in writing with the Board and shall request termination of the employee's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
  3. The Board, upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges. In the event the employee complies with the financial responsibility provisions herein at any time prior to discharge, the Union shall withdraw charges.
- C. The Board agrees to remit service fees which are payroll deductible not less frequently than monthly to the Union.
- D. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Union further agrees to indemnify the Board for any cost for damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
  2. The Union, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the damages which may be assessed against the Board by such court or tribunal.
  3. The Union has the right to select legal counsel to defend any such suit or action.
  4. The Union shall have the right to compromise or settle any claim made against the Board under the provisions of this Article.

This Article shall be effective retroactively to the date of this Agreement, and all sums payable herein shall be determined from said date.

### ARTICLE III FRINGE BENEFITS

The following are fringe benefits under the terms of this Agreement. Benefits must be in compliance with provisions of the district insurance carrier(s):

- A. Sick Leave - Eight (8) work days per year accumulative to 185 work days. Sick leave for support staff hired for a partial year or terminating employment with the district shall be pro-rated dependent on the portion of the year they work. Up to four (4) sick or personal days may be used for snow days at the individual employees' discretion including pre-arranged sick days.
- B. Personal Business - Four (4) work days per year. Personal business days for support staff hired for a partial year or terminating employment with the district shall be pro-rated dependent on the portion of the year they work. Employees hired for a partial year shall be pro-rated for the portion of the year they worked. Any personal business days not used may be accumulated as sick leave days making a total accumulative sick leave of 185 work days. All personal business days must have prior approval and may be used for any purpose at the discretion of the employee. Personal business days may not be used to extend a vacation. Up to four personal or sick days may be used for snow days at the individual employee's discretion, including prearranged personal business days.

- C. Health Insurance - The Board shall provide full family Priority Health as follows to those working an average day in excess of four hours per day up to the employers contribution if the employee was hired before July 1, 2006. Those employees who work an average day of four hours or less shall receive the single subscriber Priority Health benefits, single subscriber dental benefits, single subscriber vision benefits, life insurance and long term disability insurance if the employee was hired before July 1, 2006. Those employees who work an average of five (5) hours per day shall receive the single subscriber Priority Health benefits up to the employer contribution, single subscriber dental benefits, single subscriber vision benefits, life insurance and long term disability insurance if hired after July 1, 2006. Those employees working seven (7) hours will receive full family Priority Health benefits, full family subscriber dental benefits, full family subscriber vision benefits, life insurance and long term disability if hired after July 1, 2006. A full time employee who accepts a reduced schedule shall be subject to a reduction in Priority Health benefits as per above.

Single subscriber may elect to purchase dental and vision benefits if he/she agrees to pay the difference between single subscriber and additional rates. Self funded benefits (i.e. orthodontic benefit, frame reimbursement, dental reimbursement) are not covered.

The Board shall provide Priority Health as follows:

Priority Health PPO HSA Plan with prescription drug co-pay of \$10.00 for generic, \$40.00 for preferred brand, and \$40.00 for non-preferred brand drugs; and drug co-pay for 90 day supply of \$20.00 for generic, \$80.00 for preferred brand, and \$80.00 for non-preferred brand drugs. Employees may submit copies of prescription co-pays, up to \$150.00 per family, from the previous twelve months between May 15 and June 1 in that year for reimbursement by the Board. The Boards' health/dental/vision insurance annual contribution for the 2011-12 school year will be \$4,858.00 for Single Subscriber, \$11,036.00 for Two Person and \$13,696.00 for Full Family. This includes a fully funded HSA debit card, \$1,200/\$2,400 deductible plan.

The Board will not provide insurance coverage for Sponsored Dependents. The employee has the option of purchasing the Sponsored Dependent coverage for each fiscal year.

Changes in family status shall be reported by the employees to the Central Office within 30 days of such change.

The health care insurance year will change from September 1 through August to July 1 through June 30 beginning in September 1, 2008. Employee health care contribution will be deducted over eighteen pays starting on the second pay in September.

Effective July 1, 2011, the remaining health care pooling funds for the employees, will be distributed on an agreed upon distribution formula dated 5-23-11.

- D. Dental Insurance -The Board shall provide dental insurance with \$1,000.00 annual maximum and a payment schedule of 75% for preventive, 50% for restorative and 50% for dentures/bridges as provided within the guidelines of the insurance policy procedures. The board contribution will be as outlined in Article III,C.  
A self funded orthodontic benefit will be provided on a one time basis per dependent child under the age of 19 in the amount of \$1,000.00. The benefit will be paid upon presentation of a receipt for services to the business office. Employees reimbursing the District for dental insurance will not be eligible for the self-funded orthodontic benefit.
- E. Optical Insurance -The Board shall provide at no cost to the employee, a complete vision care insurance program which shall provide coverage equivalent to the BC/BS A-80 vision package. The Board contribution will be as outlined in Article III, C.

- F. Holidays - Employees will be paid for Labor Day, Thanksgiving, Christmas, New Year's Day and Memorial Day if they work a school scheduled day before or the day after.

When school is dismissed early and students are gone, on the last day before Christmas break and the last day of school, employees may complete their work day or use sick or personal time to complete their normal work day.

- G. Vacation - Fifteen (15) work days vacation will be paid by the school district during scheduled vacation work days when school is not in session.

- H. Life Insurance - The Board shall provide without cost to the employee group term life insurance protection which shall pay to the employee's designated beneficiary the sum of \$35,000.

- I. Long Term Disability Insurance - The Board will purchase Long Term Disability Insurance from a private carrier with coverage beginning on the 61st calendar day providing payment of 66 2/3% of the employee's base salary up to the end of the disability. The insurance shall cover disability due to mental illness. Certification of disability and payments of benefits shall be determined by the insurance carrier.

This provision will provide payment of 66 2/3% of the employee's base wage at the time of qualification for disability. The total amount of the payment is frozen at that level for the time that the employee receives benefits. Social security and Michigan Public School Employees' Retirement System shall be deducted from the payment.

- J. Insurance Option Program

OPTION 1 - Individuals who are employed on a full time basis may elect not to take their family health insurance coverage and substitute a Board purchased annuity in the amount of \$1,800.00 or a cash payment in the amount of \$1,800.00. This amount is \$900.00 for employees who work 4 hours or less per day. Employees receiving benefits under this option will receive dental and vision benefits. These employees will contribute 15% towards their dental and vision insurance premiums.

OPTION 2 - Individuals who are employed on a full time basis may elect not to take their family health, dental, and vision insurance coverage and substitute a Board purchased annuity in the amount of \$2,500.00 or a cash payment in the amount of \$2,500.00. This amount is \$1,250.00 for employees who work 4 hours or less per day.

Those persons whose spouses are employed by the school district may purchase an annuity in the name of the spouse who is a member of the bargaining unit and who is not listed as the health insurance insured, or a cash payment in an amount of \$1,800.00. This amount is \$900.00 for employees who work four hours or less per day. These employees will contribute 15% towards their dental and vision insurance premiums. If an employee elects to waive all medical, vision, dental and orthodontic benefits (including benefits in Article III, C,D, and E) a board purchased annuity in the amount of \$2,500.00, or a cash payment in the amount of \$2,500.00, will be substituted. This amount is \$1,250.00 for employees who work four hours or less per day. Notice to enroll in this plan must be given in writing to the Business Office no later than 9 days after employment or September 9 for employees starting the school year. Payment to the carrier and cash payment will be made no later than November 30 for employees starting the school year. Payment and annuity will be administered through a Section 125 plan.

- K. Termination Pay - When ending employment with the District after fifteen (15) years of service, the employee will receive termination pay for each unused sick day at the rate of 50% of the current contractual starting rate, with a cap of 185 work days.

- L. Retirement - An employee who has attained fifteen (15) or more years of service as an employee with the Crawford AuSable School District and who qualifies for and draws retirement under the Michigan Public School Employees Retirement System shall be entitled to receive a one time non-elective employer paid contribution of \$2,500.00 to the Legend Group. The one time non-elective employer paid contribution must be taken before the age of 62. The one time non-elective employer paid contribution is subject to applicable contribution limits under the Internal Revenue Service (the "IRS"). If the amount exceeds the employee's applicable contribution limit, the portion of the contribution in excess of the employee's applicable contribution limit shall be paid directly to the employee, subject to applicable employment withholding. Application for early retirement shall be made to the district in writing to the Superintendent by March 15 of each year. Retirement is defined to mean severance from regular or contractual employment with the district. Those employees hired after July 1, 2006 will not be eligible for this benefit.
- M. Fringe Benefits - All fringe benefit provisions of this contract are subject to the approval of the insurance carrier of record.

#### ARTICLE IV PROFESSIONAL COMPENSATION

- A. The Basic salaries of employees covered by this Agreement are attached and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. Any employee who works over and above the regular 40 hour week will be compensated at 1½ times his/her regular hourly wage. In order for an employee to receive overtime pay, he/she must physically work the full 40 hour week prior to the overtime hours worked. If an employee works additional time or overtime in a different job classification, the employee will be compensated accordingly at the hourly wage for that job classification, at the step the employee is currently employed at. Whenever the situation arises that requires work over and above the regular 40 hour work week, assignments of personnel will be made by the supervisor involved and will be scheduled equally among employees. Any employee who works on a holiday listed in Article III, F will be compensated at 1½ times his/her regular hourly wage. All scheduled overtime must be approved by an Administrator.
- B. Employees will be paid on the 15<sup>th</sup> and the last day of the month. Payroll checks will be direct deposited into the employee's designated financial institution.
- C. Employees required in the course of their work to drive personal automobiles from one school building to another, shall receive a vehicle allowance set equal to federal government standards rounded down to the nearest cent at July 1 annually. The same allowance shall be given for use of personal vehicles for field trips or other business of the district. The Board shall provide property damage and liability insurance protection for employees when their personal vehicles are used as provided in this section.
- D. An employee called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between their regular pay and the pay received for the performance of such obligation.
- E. If school is closed and the employee or substitute employee has reported for work at the work site, the employee will be paid two hours show-up time if the building principal or immediate supervisor verifies that the employee was not notified.
- F. If an employee is sent home on a regularly scheduled workday for non-disciplinary reasons, the employee will receive their regular fringe benefits.
- G. Support staff may be given the opportunity for professional development, including but not limited to, regularly scheduled professional development days.

- H. If a timesheet is changed by administration or payroll, a notice will be sent to the employee electronically.

ARTICLE V  
WORKING CONDITIONS

- A. The Board shall make available in each school, adequate lunchrooms, restrooms and lavatory facilities for employees use and at least one room appropriately furnished which shall be reserved for use as a faculty and support employees lounge.
- B. Telephone facilities shall be made available to employees for their reasonable use.
- C. Adequate parking facilities shall be made available to employees for their exclusive use.
- D. Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such person. The private and personal life of any employee is not within the appropriate concern or attention of the Board.
- E. The following would be used to develop schedules at the building level. These are the parameters at the building level.

Break and Lunch Periods:

4 hours worked but less than 7 hours worked	One 15 minute break
7 hours worked or more	Two 15 minute breaks

An appropriate uninterrupted lunch period will be established. If schedules do not permit such a pattern, a mutually agreed upon schedule shall be established.

ARTICLE VI  
VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any position or any new position including extensions of more than 30 minutes in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Federation and providing for appropriate posting in every school building. No vacancy shall be filled except in case of an emergency on a temporary basis until such vacancy shall have been posted for at least five (5) working days or fifteen (15) days for June and July.
- B. Any qualified employee may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the background and attainments of all applicants, the length of time each has been in the unit and other relevant factors. An applicant with less service in the unit shall not be awarded such position unless his/her qualifications as outlined in the job description and/or job posting therefore shall be substantially superior to applicants with greater seniority. The Board declares its support of a policy of promotions when merited from within its own staff, including promotions to supervisory or executive levels. Seniority in the unit, for purposes of this Agreement, shall mean continuous employment as an employee of the support unit, but shall exclude all periods when the employee was on leave of absence for any cause. Internal applicants will be interviewed. If the internal applicant is not hired for the position, a written explanation for the denial will be provided within five working days to both the applicant and the union.
- C. In case of transfer or promotion, or substitution, there will be no reduction to present pay scale.

- D. All temporary positions or extension of hours to a position shall come under the terms and conditions of this Agreement after thirty (30) work days.
- E. An existing employee will have a 15 work day trial period when accepting a new position to them, in the Crawford AuSable School District. During this time, the employee may return to the previous position held and/or the employer can return the employee to the previous position held.

ARTICLE VII  
SENIORITY, DISPLACEMENT, LAYOFF, AND RECALL

SENIORITY

- A. Seniority shall be defined as the length of service to the district, beginning with the date of hire (except anyone hired as a two hour or 2 + 2 hour paraprofessional).
- B. No later than thirty work days following the ratification of this Agreement and by September 30 thereafter, a seniority list shall be prepared by the Board and submitted to the Union for approval.
- C. In the event that a reduction of personnel shall become necessary, the following method shall be used in determining the order of retention for all other employees:
  - 1. Any employee who requests layoff will be laid off first.
  - 2. Those employees with the greatest seniority in the unit shall be retained; provided that they qualify for a position and said position is not claimed by an employee with greater seniority who meets the requirements of the paragraph.
  - 3. If two or more employees are found to have equal status in (2) above, the employee possessing the most seniority in the bargaining unit shall be retained.
  - 4. If two or more employees are found to have equal status in (2), and (3) above, the employee originally employed by the district at the earliest date shall be retained.
  - 5. If two or more employees are found to have equal status in (2), (3) and (4) above, the employee with the highest last four social security digits shall be retained.
- D. The seniority list shall be published and copies furnished to the Union. Periodic revisions shall be derived, published and distributed in the same manner.
- E. All seniority is lost when there is both a severance of employment and a break in service, unless this is due to layoff. In such cases, provisions of the seniority clause shall prevail.
- F. The duly elected Union President, Vice President, Secretary, Treasurer and Union Chief Negotiator shall be kept at their original position on the seniority list.

DISPLACEMENT

- A. Displacement only applies in a lay-off situation.
- B. Beginning with the first name on the seniority list, each individual will select a position for which he/she is qualified, according to the first applicable procedure listed below:
  - 1. Current department within the same building;
  - 2. Current department within another building;
  - 3. Another department which he/she is qualified in the same building;
  - 4. Another department which he/she is qualified in another building.
- C. Employees will be given up to three (3) calendar days after personal or verbal notification from administration to make their decision as to which position they choose to displace.

## LAYOFF

### A. Reduction in Personnel

1. No employee shall be laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district, there is substantial decrease in the revenues of the school district or there are other substantial budgetary considerations which shall have detrimental effect on the district. The decision as to the existence of cause for necessary reduction in personnel shall be subject to the grievance procedure.
2. No employee shall be discharged pursuant to a necessary reduction in personnel.
3. No employee shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said employee shall have been notified of said layoff at least forty five (45) work days prior to the commencement of the layoff period.

### B. Layoff Benefits

1. When reduction of staff is necessary, all requested leaves of absence for any reasonable purpose shall be granted by the Board.
2. A laid off employee shall receive insurance/annuity benefits as herein provided for a period of six months following the effective date of his/her layoff, or until equally covered by a subsequent employer.
3. The Board and the Union shall jointly establish a priority substitution list, based upon seniority as described herein, including all bargaining unit members affected by layoff. Such list shall be used in the selection of members to substitute for any employee on sick leave or other types of leaves. Removal from the substitution list may occur if the substitute receives one (1) or more reviews showing substantially substandard performance.
4. Laid off employees/reduction of hour employees shall receive their regular rate of pay when called to do substituting in the district.

## RECALL

- A. It is the responsibility of laid off employees to maintain a current address with the Board of Education.
- B. Displaced employees with reduced number of hours have the right to be recalled to their former number of hours.
- C. Laid off employees shall be recalled to the first vacancy for which they are qualified in reverse order of layoff. All laid off employees shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in staff.
- D. A laid off employee shall be considered laid off until he/she is reinstated in the district, refuses an offer from the Board of a position for which he/she is qualified, fails to respond within fourteen calendar days of its receipt to a written offer of a position made by the Board, or is laid off for a period of time equal to the length of time the employee has worked in the unit up to three (3) calendar years. After the layoff period has expired, all seniority rights are forfeited.
- E. Notifications of a recall shall be in writing with a copy to the Union. The notification shall be sent by certified mail to the employee's last known address.

- F. A laid off employee shall be given fourteen (14) work days to notify the Board that he/she is interested in a position and an address through which he/she may be contacted. If an employee notifies the Board as required above, said employee shall be kept on the layoff list with all the rights to which he/she was entitled under this Article to any subsequent opening for which he/she is qualified. *Failure to notify within fourteen (14) work days can be considered a resignation.*
- G. Recalled employees shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.
- H. No new employee shall be employed by the Board while there are employees in the unit who are laid off that are qualified for the position.

#### ARTICLE VIII SICK LEAVE

- A. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability until the end of the current school year and the leave of absence will be renewed each year upon request in writing by the employee. The employee will return to the former position at the end of the next semester after his/her leave begins.
- B. Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days only when approved by the district Workers' Compensation carrier. The employee can use sick days to equate the difference between his/her salary and benefits received under the Michigan Workers' Compensation Act for the duration of his/her absence provided such practices are in compliance with the district carrier's provisions.
- C. An employee shall not suffer diminution of compensation and shall not be charged with sick leave if the employee's absence is due to mumps, scarlet fever, measles, chicken pox, head lice, scabies, or pink eye.

#### ARTICLE IX LEAVE OF ABSENCE

- A. Leave of absence with pay, chargeable against the employee's allowance, shall be granted for the following reasons:
  - 1. A maximum of five work days per school year for serious illness in the employee's (or employee's spouse's) immediate family; husband, wife, children, parents, in-laws, grandchildren, foster parents, grandparents, or siblings (where the employee is unavoidably responsible for their care).
  - 2. One day when emergency illness in the family requires an employee to make arrangements for necessary medical or nursing care.
  - 3. Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
  - 4. One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband, wife or self.
  - 5. Time necessary to conduct personal affairs which cannot normally be handled outside school hours, such as performance of religious obligations and medical and dental appointments when such appointments cannot be made at any other time.

6. Time necessary for attendance at the funeral service of persons whose relationship to the employee warrants such attendance.
- B. Leaves of absence with pay not chargeable against the employee's allowance shall be granted for the following reasons:
1. Up to five work days following a death in the immediate family. (Immediate family: spouse, children, parents, foster parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, grandchildren, or any person for whose financial or physical care the employee is primarily responsible.) When funeral arrangements or other demonstrable obligations fall on an employee following death of any person not covered above, this provision shall be extended to include that person.
  2. Approved attendance at educational conferences or conventions, or professional development opportunities including Federation meetings.
  3. Time necessary to take the selective service physical examination.
  4. Eight (8) days for the Union for Union business. Up to four (4) additional days may be granted if approved by the joint committee as described in Article XV (A). Any additional time needed for Union business will be granted and the Union will reimburse the school for the amount of the pay for the substitute.
- C. A military leave of absence without pay shall be granted to any employee who shall be inducted or shall enlist for a first tour of duty in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be given credit for time served up to two years on the salary schedule as he/she would have been had he/she worked in the District during such period.
- D. A leave of absence without pay shall be granted to any employee upon application for the purpose of campaigning for or serving in a public office. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the system during such period. If any employee desires to return to work within one year after going on maternity leave, the employee must inform the Assistant Superintendent/Business Manager in writing the date of their return to work. Return from such leave will be with the doctor's approval.
- E. An employee may return from leave provided in this Article whenever there is a position open for which the employee is qualified and interested, and shall be placed on that step of the salary schedule from which the employee went on leave. An employee adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court.
- F. A person on unpaid leave may continue group coverage in such fringe benefits as are then current by paying the Board for such coverage at such time as the premiums are due provided such an arrangement is in compliance with the insurance carrier.
- G. Leaves of absence for short periods of time, without pay, for the purpose of recreation, vacation, relaxation, professional workshops, special events, etc. may be granted only after application to the employee's building principal and review by a committee composed of the Principal, Superintendent's designee, Support Staff Federation President and the employee's building representative. If the committee feels the employee has a legitimate need to be absent for the purpose stated, the committee may award a leave of absence of up to ten working days. For an unpaid day to be granted, a minimum of five working days prior notice must be given to obtain an acceptable substitute. All days permitted will be docked not only for pay, but the cost of fringe

benefits at the rate of the cost of the total fringe benefit package divided by the number of days in the school year.

- H. An educational leave of absence without pay shall be granted for a period of eighteen weeks with approval of the Superintendent. Employees shall retain their position and their accumulated sick and personal days while on leave.

#### ARTICLE X EMPLOYEE EVALUATION

- A. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the person involved. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited. This does not preclude the gathering of this information based on reasonable cause or substantiated charges.
- B. An employee shall at all times be entitled to have present a representative of the Union when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Union is present.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of employee performance or violation of ethics asserted by the Board or any agent or representative thereof shall be subject to grievance negotiations procedures hereinafter set forth.
- D. Written evaluations will be given at least once every other year. The employee will receive a copy within five (5) working days.
- E. Any complaint against an employee which is not serious enough to create a written record thereof may not be brought up later in evaluating or reprimanding an employee. For a complaint to be used later in an evaluation or reprimand, it is agreed that the creation of the written record must take place within five (5) working days following the complaint being registered. Copy of such written record shall be presented to the employee involved within the five (5) day time frame. This does not preclude a series of verbal notifications prior to escalation of a problem to the degree that there may be a need to reference the problem in an evaluation or reprimand. When this level of escalation is reached, the written notification must be made as outlined above, in order for the problem to be referenced in an evaluation or reprimand.

#### ARTICLE XI PERSONNEL FILES

For Evaluative, Disciplinary or Derogatory Statements:

- A. No materials may be in an 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, within 10 working days, and the same shall be attached to the file copy of the material in question.
- B. If an employee believes that material placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown through the grievance procedure, whereupon the material will be corrected or expunged from the file.

- C. An employee must be requested to sign material placed in the individual's personnel file. Such signature shall be understood to indicate the individual's awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- D. If an employee should refuse to sign material to be placed in his/her file, it shall be signed by that employee's representative and building chairman. These signatures shall indicate that said employee has been made aware of this material, but has refused to sign it.
- E. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. A Union representative may be requested by the employee to accompany the employee in such review.
- F. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, shall be subject to all the machinery of the grievance procedure hereinafter set forth.
- G. Employees are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. An employee may reasonably refuse to carry out an order which threatens his/her physical safety or well being.
- H. The Union will use its best efforts to secure correction of unprofessional behavior by an employee, which behavior shall be reported by the Board or its representatives to the employee and to the Union within three school work days of occurrence.

## ARTICLE XII PROTECTION OF EMPLOYEES

- A. The Board will give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the workplace.
- B. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative.
- C. Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against the employee, unless he/she shall be judged guilty by a court of competent jurisdiction from whose decision no appeal has been taken or found guilty through the internal disciplinary process.
- D. Employees 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 gross negligence or gross neglect of duty for any damage or loss to person or property.
- E. Employees who are required to provide direct services to students related to hygiene or medical conditions including but not limited to diaper changing, toilet transfers, and catheterization will receive training to perform the specific procedures at the district's expense. Employees required to provide such services will be involved on a case-by-case basis in the process by which it is determined the manner in which such services will be provided.

## ARTICLE XIII NEGOTIATION PROCEDURE

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to negotiations between them from time to time during the

period of this Agreement, upon request by either party to the other. The parties undertake to cooperate in arranging the meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. Negotiations for a new Agreement shall begin at a time, date and place mutually determined by the Board and the Union. Either party may initiate such request and negotiations shall proceed at the earliest time practicable following the request.
- C. Neither party shall have any control over the selection of the 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 employees but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, concessions in the course of negotiations, subject only to such ultimate ratification.

#### ARTICLE XIV GRIEVANCE PROCEDURE

- A. A grievance is an unsettled complaint by an employee, group of employees, or the Union alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board relating to wages, hours or terms and conditions of employment.
  - 1. The grievance procedure shall not apply to any matter which is prescribed by law or state regulations over which the Board is without power to act.
  - 2. No dispute over the modification of this Agreement shall be made the subject of a grievance.
- B. A Liaison Board will be established consisting of the employee and the Vice President and the Building Representative or another member appointed by the Executive Board. The Liaison Board shall meet with the building principal/supervisor to discuss problems which may arise from time to time among the employees. If the problem is not resolved, the Liaison Board shall present the problem to the Assistant Superintendent/Business Manager.
- C. If the Liaison Board is unable to resolve the issue, a formal grievance may be filed within five (5) school work days of the determination that this is so, on the form set forth, annexed hereto, and signed by the grievant and Union representative, which form shall be made available to each Building Representative. A copy of the grievance form shall be delivered to the principal or supervisor.
- D. If a grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- E. Within three (3) school work days or three (3) calendar weeks, whichever is earlier, after receipt of the grievance, the principal or supervisor shall meet with the Union Grievance Committee in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing and the supporting reasons therefore, within three (3) work days of such meeting and shall furnish a copy thereof to the Union.
- F. Within twenty (20) school work days after the delivery of the decision, the grievance may be appealed to the Superintendent.
- G. Within ten (10) school work days after delivery of the decision, the Superintendent or his designee shall meet with the Union Grievance Committee on the grievance and shall indicate his

disposition of the grievance in writing, along with the reasons therefore, and shall furnish a copy thereof to the Union.

- H. Within ten (10) school work days after delivery of the decision of the Superintendent or his designee, the grievance may be appealed to the Board of Education by filing a written copy of the grievance accompanied by copies of previous decisions, with the Secretary or other designee of the Board.
- I. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever is later, shall hold a hearing on the grievance. At such hearing, the aggrieved shall have the right to be represented by Union Counsel. Participants in this hearing, including witnesses, shall be given at least three (3) work days notice of the hearing.
- J. Within seven (7) work days after this hearing, the Board shall communicate its decision in writing, together with supporting reasons, to the principal, the Superintendent, the Union, Counsel for the Union (if any) and to the aggrieved.
- K. Within ten (10) work days after receipt of the decision of the Board, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association.
- L. General Principles:
  - 1. The Board and the Union shall not be permitted to assert in arbitration any ground or to rely on any evidence not previously disclosed to the other party.
  - 2. A grievance may be withdrawn at any level.
  - 3. When hearings and conferences are held during duty hours, all persons who are entitled to be present at the hearing or conference pursuant to this Article whose duty hours are affected shall be excused with pay for that purpose.
  - 4. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
  - 5. Failure at any step of the grievance to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of a procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified at each step shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal.
  - 6. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
  - 7. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
  - 8. The Employer and the Union each shall bear the full costs for representative counsel in the arbitration.
  - 9. The arbitrator's fees shall be assessed against the parties in a proportion to be determined by the arbitrator.

- 10. It is the intention of the parties, where possible, that the issues to be arbitrated, the relevant facts comprising the issues, and the remedy or remedies sought shall be jointly stipulated by the Board and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written stipulation of the issues to the arbitrator in advance of the hearing date.
- 11. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
- M. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If he/she shall have been found to have been improperly deprived of any other compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- N. No grievance shall be adjusted without prior notification to the Union and opportunity given to the Union to be present.
- O. Notwithstanding the expiration date of this Agreement, any grievance arising thereunder may be processed to completion under the procedures contained herein.

ARTICLE XV  
OTHER PROVISIONS

- A. A joint committee of management and the Union shall meet each month to discuss problems that may arise.
- B. Copies of this agreement shall be printed at the Board of Education's expense.

ARTICLE XVI  
DURATION OF AGREEMENT

This Agreement is in effect July 1, 2011, through June 30, 2013. Salary, calendar and health care will be re-opened for the 2012-2013 school year.

BOARD OF EDUCATION

CRAWFORD AUSABLE SUPPORT  
STAFF FEDERATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Negotiations Committee Member

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Negotiations Committee Member

By: \_\_\_\_\_  
Negotiations Committee Member

By: \_\_\_\_\_  
Negotiations Committee Member

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Negotiations Committee Member

ARTICLE XVII  
HOURLY PAY RATE

Crawford AuSable Support Staff

	<u>2011-2012</u>
Starting	\$ 8.27
After 90 days	8.52
After 1 year	9.42
After 5 years	10.79
After 10 years	12.00
After 15 years	12.81
After 20 years	13.31

The kitchen manager hours for which they are paid and timesheets will reflect a seven (7) hour day. Their rates will be based on the following scale:

Starting	\$ 9.45
After 90 days	9.74
After 1 year	10.78
After 5 years	12.32
After 10 years	13.71
After 15 years	14.63
After 20 years	15.22

Per step, there will be \$.30 per hour added for 30 semester hours and \$.60 per hour added for an Associates Degree or 60 semester hours from an approved college or university applicable to the job.

\$400.00 longevity will be paid annually after ten years of service in the unit.

\$1,175.00 longevity will be paid annually after fifteen years of service in the unit to those working 6½ hours or more per day.

\$1,000.00 longevity will be paid annually after fifteen years of service in the unit to those averaging less than 6½ hours per day.

\$1,375.00 longevity will be paid annually after twenty years of service in the unit to those working 6½ hours or more per day.

\$1,150.00 longevity will be paid annually after twenty years of service in the unit to those averaging less than 6½ hours per day.

Longevity will be paid on the last check in the month of November.

Employees of the Food Service Department who achieve and maintain certification with School Nutrition Association of Michigan will be compensated an additional \$.05 per hour. Employees of the Food Service Department who achieve and maintain certification with School Nutrition Association will be compensated at an additional rate of \$.10 per hour. These additional rates per hour apply only when an individual works in the food service department and are not transferred if an individual is not part of the Food Service Department.

State membership dues to the School Nutrition Association of Michigan will be paid for individuals who qualify for the additional \$.05 per hour. National membership dues to the School Nutrition Association will be paid for individuals who qualify for the additional \$.10 per hour.

Technology paraprofessionals are paid \$3.00 per hour in addition to the support staff hourly rate. Media center paraprofessionals are paid \$.50 per hour in addition to the support staff hourly rate.

A student achievement bonus of 1% of current salary schedule will be paid on the last pay in June for the 2011-2012 school year.

**SENIORITY LIST  
Support Staff**

	<u>Paraprofessionals</u>	<u>Hire Date</u>	<u>Anniversary Date</u>
1.	Linda Lobsinger	11/04/85	11/04/85
2.	Gloria Moore	9/14/89	9/14/89
3.	Susan Harland	8/27/90	8/27/90
4.	Becky Bond	8/29/90	8/29/90
5.	Margaret Knapp L/O 9 months/11 days	11/04/91	8/25/92
6.	JoEllen Smith 8/19/94 2 Hr PP	9/02/92	9/03/92
7.	Donna Pratt	12/07/92	12/07/92
8.	Renee Deman L/A 1995-1996	9/16/92	9/16/93
9.	Tanya Wolcott	8/29/94	8/29/94
10.	Cheryl Millikin 8/19/94 2 Hr PP 8/28/95 Libr PP	8/19/94	12/01/94
11.	Nanette Ferrigan 5/08/95 3 Hr Cook 2/13/95 2 Hr PP 8/28/95 GE PP	2/13/95	5/08/95
12.	Patricia Salyers 8/19/94 2 Hr PP	8/19/94	12/19/95
13.	Gail Belcher 9/20/95 2 Hr PP	9/20/95	3/11/96
14.	Jackie Riddle 8/19/94 2 Hr PP	8/19/94	8/26/96
15.	Karen E. Coe 8/19/94 2 Hr PP	8/19/94	9/24/96
16.	Joyce Nettleton	10/15/96	10/15/96
17.	Kathy Piehl	11/04/96	11/04/96
18.	Michelle Springer 9/16/96 2 Hr PP	9/16/96	1/10/97
19.	Mary Hinkle 8/19/94 2 Hr PP	8/19/94	8/25/97
20.	Beth Wejrowski 8/19/94 2 Hr PP	8/19/94	9/04/97
21.	Cari Peters 8/19/94 2 Hr PP L/A 1998-1999	8/19/94	11/04/97
22.	Mary Luke 9/20/95 2 Hr PP	9/20/95	8/24/98
23.	Alice CdeBaca	12/07/98	12/07/98
24.	Kathleen Black	12/21/98	12/21/98
25.	Sharon Cadeau	5/03/99	5/03/99
26.	CarlaJean Gingerich L/A 12/15/98 to 8/30/99	9/08/98	5/08/99
27.	Jennifer Calvin	11/08/99	1/18/00
28.	Caroline Stephan	8/23/00	8/23/00
29.	Cheryl Boylan 1/19/98 2 Hr PP 2 <sup>nd</sup> position 1/5/99 Full Time 8/23/00	1/19/98	8/24/00

	<u>Paraprofessionals</u>	<u>Hire Date</u>	<u>Anniversary Date</u>
30.	Sally Dedafoe	8/23/00	8/27/00
31.	Belinda Drudge 9/16/96 2 Hr PP	9/16/96	9/27/00
32.	Sue Abbe	10/02/00	10/02/00
33.	Rodney Ney	11/27/00	11/27/00
34.	Cynthia Smith	2/15/01	02/15/01
35.	Cheryl Lowes 8/19/94 2 Hr PP 1/5/99 2+2 PP L/O 3 months/16 days	8/19/94	3/19/02
36.	Kindra Keir 2/8/99 2 Hr PP 9/22/99 2+2 PP	2/08/99	10/03/02
37.	Sharon Hall	10/02/95	9/23/04
38.	Candace Schreiber	1/25/96	6/23/05
39.	Pamela Prause	9/16/96	9/27/06
40.	Darlene Bennett	9/01/09	9/01/09

L/O = Layoff

L/A = Leave of Absence

**SCHEDULE D**

Grievance Form

Step I - Building Level

To \_\_\_\_\_

Date Submitted \_\_\_\_\_

From \_\_\_\_\_

Date Liaison Board  
Completed Work \_\_\_\_\_

Statement of Grievance (Specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievance. Attach additional sheets, if necessary.)

Remedy Sought (Specify)

\_\_\_\_\_  
Signature

\*\*\*\*\*  
Statement of Decision (State decision, cite contract sections and give reasons for decision based on the foregoing.)

\_\_\_\_\_  
Signature and Date

Copies: Grievant (1)  
Employer (3)  
Union (3)

Grievance Form

Step II – Assistant Superintendent Level

To \_\_\_\_\_

Date Submitted \_\_\_\_\_

From \_\_\_\_\_

Date of Decision  
at Step I \_\_\_\_\_

Statement of Grievance (Attach a copy of Step I, add here answers to decision at Step I with additional arguments, if any.)

Remedy Sought (Specify, only if different from Step I)

\_\_\_\_\_  
Signature

\*\*\*\*\*  
Statement of Decision (State decision, cite contract sections and give additional reasons for decision, if any.)

\_\_\_\_\_  
Signature and Date

Copies: Grievant (1)  
Employer (3)  
Union (3)

Grievance Form

Step III - Superintendent Level

To \_\_\_\_\_

Date Submitted \_\_\_\_\_

From \_\_\_\_\_

Date of Decision  
at Step II \_\_\_\_\_

Statement of Grievance (Attach a copy of Step I and II; add here answers to decision at Step II, with additional arguments, if any.)

Remedy Sought (Specify, only if different from Steps I and II)

\_\_\_\_\_  
Signature

\*\*\*\*\*  
Statement of Decision (State decision, cite contract sections and give additional reasons for decision, if any.)

\_\_\_\_\_  
Signature and Date

Copies: Grievant (1)  
Employer (3)  
Union (3)

Grievance Form

Step IV - Board Level

To \_\_\_\_\_

Date Submitted \_\_\_\_\_

From \_\_\_\_\_

Date of Decision  
at Step III \_\_\_\_\_

Statement of Grievance (Attach copies of Step I, II and III; add here answers to both, with additional arguments, if any. List witnesses needed for testimony, if any.)

Remedy Sought (Specify, only if different from Steps I, II and III)

\_\_\_\_\_  
Signature

\*\*\*\*\*  
Statement of Decision (State decision, cite contract sections and give additional reasons for decision, if any.)

\_\_\_\_\_  
Signature of Board President

Copies: Grievant (1)

Employer (3)  
Union (3)

\_\_\_\_\_ Date

Grievance Form

Arbitration

To \_\_\_\_\_

Date Submitted \_\_\_\_\_

From \_\_\_\_\_

Date of Decision  
at Step IV \_\_\_\_\_

Statement of Intent to Arbitrate (Specify grievance being submitted to arbitration.)

Request for Conference (Intent to work out joint and/or separate stipulations of facts and issues to be submitted to the arbitrator.)

Suggested Date(s): \_\_\_\_\_

\_\_\_\_\_  
Union Signature

\*\*\*\*\*

Board Response: (Date for conference, etc.)

\_\_\_\_\_  
Signature and Date

Copies: Grievant (1)  
Employer (3)

Union (3)