

**SUPPORT STAFF CONTRACT**

BETWEEN THE

**CRAWFORD AUSABLE**

**SCHOOL DISTRICT**

**GRAYLING, MICHIGAN**

AND THE

**CRAWFORD AUSABLE**

**CUSTODIAL AND SECRETARIAL**

**EMPLOYEES FEDERATION**

AFFILIATED WITH  
MFT, AFT, AFL-CIO

**2011-2012**

**2012-2013**

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CUSTODIAL AND SECRETARIAL EMPLOYEES  
MASTER AGREEMENT  
2011 - 2013

This Agreement is entered into by and between the Crawford AuSable Custodial and Secretarial Employees 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 custodial, maintenance and secretarial personnel, probation and on per diem appointments, employed or to be employed by the Board (whether or not assigned to public school building), but excluding confidential and supervisory personnel. The term "employee" or "custodial, maintenance and secretarial 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 days of the beginning of their employment hereunder, the custodial, maintenance and secretarial employees may sign and deliver to the Board an authorization for deduction for credit unions, savings bonds and membership dues and assessments of the Union upon such conditions as the Union shall establish, such sum to be deducted from the regular salaries of all members and remitted not less frequently than monthly to the Union. Such withholding may be changed once during the term of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict to any employee rights under the Revised School Code of 1996, as amended, all regulations pursuant thereto, and other laws and regulations. The rights granted to custodial, maintenance and secretarial employees herein shall be deemed to be in addition to those provided elsewhere.

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) 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 Custodial and Secretarial Employees 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) 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) days per year accumulative to 175 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.
- B. Personal Business - Four (4) 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. Any personal business days not used may be accumulated as sick leave days making a total accumulation sick leave of 185 days. Personal business days may be used to extend a vacation when school is not in session. Secretaries with less than five years of seniority who work the school year may use up to two (2) personal business days during the 15 vacation days currently described in Article III, G. Secretaries who work the school year may also use up to four (4) personal business days or sick leave days to cover snow days at the individual employee's discretion, including prearranged personal business or sick days.
- C. Health Insurance - Health insurance will be paid for the individual and the individual's family up to the employer's 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 or more 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 or more will receive full family Priority Health benefits up to the employer contribution, 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.

The Board shall provide Priority Health as follows:

The Board shall provide the following monthly contribution towards the employee's total health care insurance, including vision and dental, as outlined below. The Board and the Union agree that health care contribution rates are negotiable.

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 to the employee 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's 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 to the employee, a complete vision care insurance program which shall provide coverage equivalent to the BC/BS A-80 vision package. The Board's contribution will be as outlined in Article III,C.
- F. Holidays - 11 ½ (Custodial/Maintenance) - Those employees who are contracted for 52 weeks pay at 40 hours per week will be expected to report for work when school is not in session, including snow days and will also receive full days pay for the following holidays if they work the day before or the day after the holiday on student days only: (1) Labor Day, (2) Thanksgiving and (3) the day after Thanksgiving, (4) Christmas Eve, (5) Christmas Day, (6) New Year's Eve,(7) New

Year's Day, (8) Memorial Day, (9) Winter Break (10) the Fourth of July, (11) the first day of spring break or Good Friday, and (1/2) floating holiday to be used on non-student days. Any custodian/maintenance staff called in to work any of the above holidays, except the floating holiday, will be compensated at two times their regular rate (double time).

Holidays - 6 (Secretaries who work the school year) - Employees will be paid for Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, and Memorial Day if they work the day before or the day after on student days only.

Holidays - Up to 11½ (Secretaries who work the full year) - Employees will be expected to report for work when school is not in session, including snow days and will also receive full pay for the following holidays providing they work the day before or the day after on student days only: (1) Labor Day, (2) Thanksgiving Day and (3) the day after Thanksgiving, (4) Christmas, (5) New Year's Day, (6) Memorial Day, (7/8) Winter Break, (9) the Fourth of July and (10) the first day of spring break or Good Friday. On the last working day preceding Christmas and New Year's Day, employees will work four hours one day and have their choice of a full day holiday on either Christmas Eve or New Year's Eve (11½).

If an employee chooses to have the opening day of deer season off when school is not in session, they must choose another holiday to work (i.e., trade deer day for Good Friday).

- G. Vacation (Custodial/Maintenance and Secretaries who work the full year) - The following are scheduled paid vacations:

After 1 full year of service - 10 days  
After 5 full years of service - 15 days  
After 10 full years of service - 20 days

Vacation leaves may be taken any time during the year subject to administrative approval.

Vacation (Secretaries) - Fifteen (15) days vacation will be paid by the school district during Christmas and for Easter vacations or other scheduled vacation days when school is not in session. If an employee has more vacation days than necessary to cover breaks, the employee will use them during the school year. Secretaries working less than 225 days per year hired after January 1, 1991, will receive 10 days vacation. After 5 years, those employees will receive 15 days.

Vacation 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.

- 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 wage up to the end of the disability. The insurance shall cover disability due to mental illness. This insurance will not cover substitute employees. 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 up to the end of the disability. Such insurance shall be integrated with social security benefits and the Michigan Public School Employees Retirement System to reach a total 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 - 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 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 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. Any employee hired after July 1, 2006 will follow the eligibility requirements under Article III, C.

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. School Uniforms (Custodial/Maintenance Only) - The Board will provide three (3) uniforms a year. The employee will reimburse the District for the cost of the uniforms if he/she does not complete one (1) year of work on that set of uniforms.
- L. Termination Pay - When ending employment with the district after 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 \$7,500.
- M. 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 an annual stipend of 3/8% of the highest year of salary compensation in the district multiplied by the number of years of service in the school district or a one time non-elective employer paid contribution of \$5,000.00 to the Legend Group. The one time non-elective employer paid contribution must be taken before the age of 62. The stipend shall be paid in a non-elective employer paid contribution to the Legend Group over a five year period or until the employee reaches the age of 62, whichever comes first. The stipend shall be calculated by using a seven year payout or less if the employee reaches the age of 62 within the seven year time frame. The total seven year or less calculation will be divided by applicable contribution limits under the Internal Revenue Code (the "IRC"). 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 of regular or contractual employment with the district. Any employee hired on or after July 1, 2008 will not be eligible for this benefit.

#### 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. If an employee works overtime in a different job classification, the employee will be compensated at 1½ times the regular hourly wage for that job classification, at the step the employee is currently employed at. 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. Sunday work will be compensated at two times the hourly wage. 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. Employees called in on off hours will be paid two hours minimum pay. All scheduled overtime must be approved by the Director of Operations or designee prior to hours worked.
- 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 vehicles 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. Working hours - Custodial/Maintenance employees are expected to work a normal eight (8) consecutive hour day.
- E. Attendance at professional meetings, conferences, and workshops is desirable to maintain and improve competence and proficiency, and to enhance the educational program. Each employee shall be allowed time off with pay to attend such conference. With administrative approval, the employer will reimburse up to \$150 (per employee) for attending conferences, workshops (training sessions), and professional meetings.
- F. 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. A subpoena or Jury Duty Notice must be given to Central Office before payment is made.
- G. Principal's secretaries and the high school counseling secretary who work the school year may work up to ten (10) days during summer break as approved by administration.
- H. If a time sheet is changed by administration or payroll, a notice will be sent to the employee either electronically or through inner-school mail.

## ARTICLE V WORKING CONDITIONS

- A. The Board shall make available in each school, adequate lunchrooms, restrooms and lavatory facilities for teachers and employees use and at least one room appropriately furnished which shall be reserved for use as a faculty and non-teaching 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. When work load demands and with administrative approval, the secretary is entitled to work up to three weeks before and up to three weeks after school.
- F. A problem solving group will be established consisting of two Administrators appointed by the Superintendent and two Federation Members. The group may meet each month to discuss issues affecting the school district and/or Federation Members.
- G. When school is canceled due to a bomb threat, the secretary/custodian may work in another building if he/she has approval from their administrator and the building administrator in which he/she is transferring to or take a sick or personal day at the administrator's discretion.
- H. Building Administrators will develop a schedule with the following parameters:  
Break and lunch periods –
 

4 hours worked but less than 8 hours worked	one 15 minute break
8 or more hours worked	two 15 minute breaks

ARTICLE VI  
VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any position or any new position including extension of hours 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 emergency on a temporary basis until such vacancy shall have been posted internally for at least five (5) working days. After such time, the posting can be made outside the union if no union members are interested or qualified for the position. The position may be posted both internally and externally if agreed upon by the Union President and Administration.
- 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 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 custodial, maintenance and secretarial units, but shall exclude all periods when the employee was on leave of absence for any cause. For purposes of seniority, vacancies and promotions, secretarial and custodial/maintenance units shall be considered to be separate units. Transfer from a part time to a full time position within the unit will be considered only when the individual is the most qualified applicant for a posted position. 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.
- C. In case of transfer or promotion, 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.

ARTICLE VII

## SENIORITY, LAYOFF, AND RECALL

For purposes of seniority, layoff and recall, secretarial and custodial/maintenance units shall be considered to be separate units.

### SENIORITY

- A. No later than thirty 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.
  
- B. 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.
  
- C. The seniority list shall be published and copies furnished to the Union. Periodic revisions shall be derived, published and distributed in the same manner.
  
- D. 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.

### 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) 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 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.
4. Laid off/reduction of hours employees shall receive their regular rate of pay for substituting.

#### RECALL

- A. It is the responsibility of laid off employees to maintain a current address with the Board of Education.
- B. 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.
- C. 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 (14) work days of its receipt to a written offer of a position made by the Board, or is laid off for a period of three (3) calendar years after the layoff period has expired, all seniority rights are forfeited.
- D. 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.
- E. A laid off employee shall be given fourteen (14) days to notify the Board that he/she is interested in a position and an address through which he/she may be contacted. Failure to notify within fourteen (14) days can be considered a resignation. If an employee notifies the Board as required above, said employee shall be placed 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.
- F. 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.
- G. No new employee shall be employed by the Board while there are qualified employees in the unit who are laid off or working reduced hours.

#### 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.
- 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 Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the duration of his/her absence provided such practices are in compliance with the district carrier's provisions. The difference may not exceed employee's net earnings.

- 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.
- D. If an 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 the employee's return to work. Return from such leave will be with the doctor's approval. An employee may return from leave provided in this paragraph and shall be placed on that step of the salary schedule from which the employee went on leave. Any 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.

#### 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 days per school year for a critical illness in the immediate family; father, mother, wife/husband or children, in-laws, 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 or wife.
  - 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 days following a death in the immediate family. (Immediate family: spouse, children, parents, foster parents, parents-in-law, grandparents, brothers, sisters, grandparents-in-law, sister-in-law, brother-in-law, and 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 visitation at other schools for attending educational conferences or conventions, including Federation meetings.
  3. Time necessary to take the selective service physical examination.
  4. Eight days for the Union for Union business. Up to 4 additional days may be granted if approved by the joint committee as described in Article V (F). Any additional time needed for Union business will be granted and the Union will reimburse the school for the amount of the pay of 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 on the next position on the salary schedule above the position he/she was on when the leave was taken, unless he/she returns during the same year.
- 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.
- 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. A leave of absence without pay shall be granted for extended child care leave under the following conditions:
1. The Board shall grant to any employee an extended child care leave provided that the employee applies in writing to the Board at least sixty (60) days prior to the date such leave is to commence.
  2. An extended child care leave shall be granted for a period mutually agreed upon by the parties at the time of granting, with primary consideration being given to normal semester breaks and the time of year such leave must commence.
    - a. An extended child care leave may be annually renewed up to a total of five (5) years, upon the written request of the employee and approval of the Board.
    - b. An extended child care leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to its commencement.
    - c. Upon return from extended child care leave, an employee shall be given credit on the salary schedule for the school year in which such leave became effective.
- H. If any employee desires to return to work within one year after going on child care 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. 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.
- I. 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, Custodial and Secretarial 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 10 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.

## 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. 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.
- E. 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 days of occurrence.
- F. Written evaluations will be given at least once every two years and will be completed by April 30th.

## ARTICLE XI PERSONNEL FILES

For Evaluative, Disciplinary or Derogatory Statements:

- A. No materials may be in a 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.

## ARTICLE XII PROTECTION OF EMPLOYEES

- A. The Board will give 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.

## ARTICLE XIII 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. If the Liaison Board is unable to resolve the issue, a formal grievance may be filed within five (5) school 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.
- C. If a grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- D. Within three (3) school 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) days of such meeting and shall furnish a copy thereof to the Union.

- E. Within twenty (20) school days after the delivery of the decision, the grievance may be appealed to the Superintendent.
- F. Within ten (10) school 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.
- G. Within ten (10) school 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.
- H. 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) days notice of the hearing.
- I. Within seven (7) 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.
- J. Within ten (10) 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.
- K. 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.
- L. 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.
  - M. No grievance shall be adjusted without prior notification to the Union and opportunity given to the Union to be present.
  - N. Notwithstanding the expiration date of this Agreement, any grievance arising thereunder may be processed to completion under the procedures contained herein.
  - O. A Liaison Board will be established consisting of the employee and two members of the employees' negotiation committee and the building administrator. The Liaison Board shall meet to discuss problems which may arise from time to time among the employees. If the Liaison Board cannot resolve the problem, one member of the Liaison Board (selected by the Board) shall present the problem to the Assistant Superintendent/Business Manager.

#### ARTICLE XIV OTHER PROVISIONS

- 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 XV  
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

CUSTODIAL AND SECRETARIAL  
EMPLOYEES FEDERATION

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

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

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

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

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

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

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

ARTICLE XVI  
HOURLY PAY RATE

Custodians and Secretaries

	<u>2011-2012</u>
Starting	\$11.65
After 1 year	12.16
After 2 years	12.83
After 5 years	15.03
After 10 years	15.95
After 15 years	17.30
After 20 years	17.57

Maintenance and Administrative/Central Office Secretaries\*

Starting	\$11.65
After 1 year	12.93
After 2 years	13.48
After 5 years	15.65
After 10 years	16.51
After 15 years	18.08
After 20 years	18.63

\*Seven Secretary Positions:

High School Principal Secretary  
 Middle School Principal Secretary  
 Grayling Elementary Principal Secretary  
 AuSable Primary Principal Secretary  
 Frederic Elementary Principal Secretary  
 Central Office Payroll Secretary  
 Central Office Accounts Payable Secretary

Central Office Accounts Payable Secretary and Central Office Payroll Secretary will receive an additional \$.40 per hour.

There will be \$.20 per hour added after 3:00 p.m. for a second shift premium which extends to 6:00 p.m. or beyond.

There will be \$.30 per hour added for 30 semester hours and \$.60 per hour added for an AB degree or 60 semester hours from an approved college or university applicable to the job.

Longevity after 10 years will be \$ 400.00  
 Longevity after 15 years will be \$1,175.00  
 Longevity after 20 years will be \$1,525.00  
 Longevity after 25 years will be \$1,775.00

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

Custodial/Maintenance: Those employees qualifying for longevity after January 1, 1992, (hire date of January 1, 1977, or after) will have longevity paid on the first check in the month of December. All custodial/maintenance employees qualifying for longevity before January 1, 1992, (hire date of January 1, 1977, or before) will be paid in the month of the anniversary of their date of hire.

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**

### **Custodial and Maintenance**

	<u>Name</u>	<u>Seniority Date</u>	<u>Posted Hours</u>
1.	James Hatfield	9/09/76	8.0
2.	Mark Wilkerson	8/29/88	8.0
3.	Douglas Latuszek	5/08/89	8.0
4.	Marlyn Neuberger	11/29/93	8.0
5.	Donald Weaver, Jr.	11/22/94	8.0
6.	Joseph Riddle	8/28/95	8.0
7.	Wallace Knapp	9/25/00	8.0
8.	Monica Dent	11/27/00	8.0
9.	Anna Raymond	11/27/00	8.0
	*changed to 6 hours as of 7/18/2011		

### Secretary

1.	Nancy Hatfield	7/25/94	8.0
2.	Sharon Lynch	9/14/95	8.0
3.	Dianne Tobin	8/12/96	8.0
4.	R. Jane Osga	9/02/97	8.0
5.	M. Beth Morley	9/08/97	8.0
6.	Lorraine Ball	10/27/97	4.0
7.	Teresa Bonamie	11/29/99	8.0
8.	Elizabeth Lennon	12/18/00	4.0
9.	Cheryl Kercher	7/24/01	8.0
10.	Sheri Mitchell	***7/31/01	8.0
11.	Kimberly Wejrowski (Hire date 12/04/01)	**9/04/02	8.0
12.	Ann Malm (Hire date 02/08/05)	*2/08/06	4.0

\*\*\*Denotes lay off effective July, 2010

\*\*Layoff period of 9 months delays step increase by 9 months

\*Denotes one year lay off (2006-2007 school year)

## 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)

Schedule D

August 30-Sep. 1, 2011	Teacher Organizational Meetings
<i>September 6</i>	<i>School Opens for All Students</i>
October 12	Parent/Teacher Conferences (HS) – Full day of school for students Conference Hours: 3:30pm – 6:30pm
November 1	Staff Professional Development – NO SCHOOL.
November 2	Parent/Teacher Conferences (MS, GE, AP) – Students and HS Staff ½ day Conference Hours: 3:30pm – 6:30pm
November 3	Parent/Teacher Conferences (MS, GE, AP) – Students and HS Staff ½ day Conference Hours: 1:00pm – 4:00pm
November 15	Opening Day of Firearm Season – NO SCHOOL
November 23	End of First Trimester
November 24 and 25	Thanksgiving Vacation -- NO SCHOOL
December 23	Winter Vacation Begins
January 3, 2012	School Resumes
January 18	Parent/Teacher Conferences (HS) – Full day of school for students Conference Hours: 3:30pm – 6:30pm
February 3	Staff Professional Development – NO SCHOOL
February 6	Mid Winter Break -- NO SCHOOL
March 9	End of Second Trimester – Students ½ day – Teacher Records P.M.
March 30	Spring Vacation Begins -- NO SCHOOL
April 10	School Resumes
April 18	Parent/Teacher Conferences (All Schools) – Students ½ day Conference Hours: 1:00pm – 4:00pm
May 28	Memorial Day -- NO SCHOOL
June 7	Last Day of School – Students ½ day – Teacher Records P.M.

Total Instruction Days: 177

Total Staff Days: 182

½ Day Dismissal Times:

HS – 12:16 pm

MS – 12:30 pm

AP/GE – 12:41 pm

Early dismissal will apply for all district-wide scheduled in service exceeding one hour.