

COLLECTIVE BARGAINING AGREEMENT

Between the

BUCHANAN COMMUNITY SCHOOLS

And the

**BUCHANAN ASSOCIATION OF CLASSROOM AIDES,
HEALTH CARE AIDES AND BAND AIDES**

For the period of July 1, 2011 through June 30, 2013

Table of Contents

	<u>Page</u>
AGREEMENT	3
ARTICLE I PURPOSE AND RECOGNITION.....	4
ARTICLE II MANAGEMENT RIGHTS.....	5
ARTICLE III ASSOCIATION RIGHTS AND RESPONSIBILITIES.	6
ARTICLE IV EMPLOYEE RIGHTS.....	8
ARTICLE V TIME SCHEDULE.....	9
ARTICLE VI SENIORITY.....	11
ARTICLE VII VACANCIES AND PROMOTIONS.....	13
ARTICLE VIII LAYOFF, RECALL AND BUMPING RIGHTS.....	14
ARTICLE IX GRIEVANCE PROCEDURE.....	15
ARTICLE X LEAVES OF ABSENCE and SICKDAYS.....	17
ARTICLE XI VACATIONS AND HOLIDAYS.....	24
ARTICLE XII WAGES AND BENEFITS.....	25
ARTICLE XIII MISCELLANEOUS.....	30
ARTICLE XIV SEVERABILITY.....	33
ARTICLE XV DURATION.....	34

THIS AGREEMENT made as of the date hereinafter set forth by and between the BUCHANAN COMMUNITY SCHOOLS, Berrien County, Michigan, acting by and through its Board of Education (hereinafter called the “employer”) and BUCHANAN ASSOCIATION OF CLASSROOM AIDES, HEALTH CARE AIDES AND BAND AIDES (hereinafter called the “Association”).

ARTICLE I

PURPOSE AND RECOGNITION

- A. Recognition: The employer recognizes the Association as the exclusive representative of all employees in the bargaining unit in respect to rates of pay, wages, hours of employment and other conditions of employment.
- B. Employees Defined: The word “employee”, as used herein shall mean all full-time and regular part-time Classroom Aides, Health Care Aides and Band Aides: excluding, administrators, teachers, substitutes, confidential employees, supervisory employees, students employed part-time or working in a co-op or similar program and all other employees.

ARTICLE II

MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon it or vested in it by the Laws and Constitution of the State of Michigan and the United States, and all rights and powers to manage and conduct the activities of the Employer and to utilize and direct its employees. Such rights include but are not limited to the rights to hire, promote, assign, transfer and discipline employees, and determine the size of its work force.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

A. Bulletin Boards and Internal Mail: The use of designated bulletin boards, or sections thereof, for the purpose of giving notice of Association activities, and the use of internal school mail services to distribute Association materials. Such use shall be in accordance with established regulations of the Employer. It is expressly understood that such notices shall contain nothing of derogatory nature to the Employer.

B. Use of Facilities: The Association shall have the right-to-use school facilities for meetings and equipment; including typewriters, computers, duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be in accordance with the established rules and regulations of the Employer.

C. Association Representatives: The Association may utilize a grievance committee composed of not more than three (3) employees in the bargaining unit. Should an Association representative who is an employee be required by management to attend a grievance meeting during their scheduled working hours,

such time shall be without loss of pay. It is understood that such obligation of the Employer pertains to only one representative at any one time.

D. Association Responsibilities: The Association shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

1. Association Representatives: The Association shall promptly notify the Employer in writing of the names of those persons who are authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

E. Concerted Activities: For the life of this contract the Association agrees that it will, in good faith, cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. Any employee engaging in such activity or activities may be disciplined up to and including discharge.

F. The employer specifically recognizes the right of its employees to request the services of the Michigan Employment Relations Commission for mediation assistance.

G. An Association member, who engages, during the work day, in negotiating on behalf of the Association with any representatives of the Employer or participates in any grievance negotiation, shall be released from regular duties without loss of salary.

ARTICLE IV

EMPLOYEE RIGHTS

A. Personnel Files: Employees shall have reasonable access to their personnel files. Such access shall be limited to not less than twice per contract year. In the event an employee questions material in their files, said employee may attach a written notation to the material in question. The employee's review of such file shall be in the presence of a representative of the Employer. Furthermore, the employee may have an Association representative present at such review.

B. Just Cause: No employee shall be disciplined without just cause.

C. The provisions of this contract and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or association/membership with the activities of any employee organization.

D. The Employer shall furnish job descriptions to each present employee, newly hired personnel and the Association President. Job descriptions of personnel placed in newly created positions and/or positions that change shall be furnished by the Employer within thirty (30) days of job assignment. Job descriptions shall be

reviewed by each employee and their supervisor(s) before June 1st and updated when appropriate. A copy of any change will be given to the President of the Association within thirty (30) days.

ARTICLE V

TIME SCHEDULE

A. Descriptions: Periods of employment shall be determined by the need as stated by the immediate supervisor and communicated through the Business Office with at least two weeks notice to the employees before starting or concluding employment.

B. The School Day Working Hours:

1. Regular Full-Time Classroom Aide, Health Care Aide or Band Aide:

An Association Member who is scheduled to work six and one-half (6 ½) hours or more per day.

2. Part -Time Classroom Aide, Healthcare Aide or Band Aide:

An Association Member who is scheduled to work less than six (6) hours per day.

3. Probationary Employee: A person hired into a regular position, full or part-time, who is serving an initial probationary period of sixty (60) calendar days. Probationary employees are not eligible for benefits, vacation accrual or leaves until successful completion of the

probationary period. Upon successful completion of the probationary period such employee shall attain all benefits and incur all obligations under this bargaining agreement retroactive to the first date of hire.

C. Weather Conditions and School Closings: Classroom Aides, Health Care Aides and Band Aides will not be required to report for duty and will lose no compensation. Aides will be paid for the number of snow days negotiated by the teacher's contract. After those days, school year aides will not report to work, as any remaining days will be made up at the end-of-the-school year. Employees who are excused by their supervisor to leave early because of weather conditions will receive full pay for the remainder of their normal work day.

D. Delay of School: When the start of school is delayed for any reason, Association Members will be expected to report no later than the delayed starting time. Association members will be paid for the time they actually worked.

E. Student Not Present:

1. Classroom Aides will not work when there are no students. If there is a school delay, classroom aides will not report and will not be paid until students are present.

2. Health Care Aides will not work when their student is not in school. If the aide knows the proceeding day their student will not be in school the next day, they are not to report to work. If upon reporting to work thereby expecting the student to attend school that day, and the student does not

attend, the Health Care Aide will be paid a minimum of one hour of pay.

3. Neither the Classroom Aide nor the Health Care Aide is to work in any capacity other than their specified duties.

ARTICLE VI

SENIORITY

A. Probationary Period: A new employee shall be in a probationary status for the first sixty (60) days worked. There shall be no seniority for probationary employees. Such employees shall be entitled to all the provisions of this Agreement except a probationary employee shall not have the opportunity to bid on vacancies. An employee's seniority shall be defined by their length of service with the Employer since their last hiring date as a regular employee. In the event that more than one employee has the same starting date, the position of seniority shall be determined by drawing lots.

B. Credit and Seniority for Part-Time/Substitute/ Temporary Work: Classroom Aides, Health Care Aides and Band Aides who accept part-time or active substitute positions because of a work reduction, program elimination or lay-off, shall maintain their seniority and recall rights for as long as they continue to work for the district.

C. Seniority Defined: Upon the satisfactory completion of the probationary period, seniority shall be determined in accordance with the following:

An employee's seniority shall be defined as their length of service with the Employer since their last hiring date as a regular employee. It is expressly understood that seniority shall not accrue during layoffs or unpaid leaves of absence.

D. Seniority List: Seniority shall be defined as the length of service within the district as a member of the Association. Accumulation of seniority shall begin on the employee's first working day. The Association President and Secretary shall receive notification of each new employee hired after the seniority list has been published in order to update the list.

E. Loss of Seniority: Seniority shall be lost if the employee:

1. Voluntarily quits
2. Discharged-Unless reinstated through procedures set forth in this Agreement.
3. Retires
4. Their employment relationship with the Employer is otherwise terminated.

ARTICLE VII

VACANCIES AND PROMOTIONS

A. Whenever any vacancy or other special opportunity in any Classroom Aide, Health Care Aide or Band Aide position in the bargaining unit shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association 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 for at least five (5) working days. If such vacancy occurs during a “regular” school vacation period, the Association officers shall be notified by personal mail. (The Association officers are: President, Vice-President, and Secretary/Treasurer.)

B. Filling Vacancies: When a vacancy occurs in a regular Classroom Aide, Health Care Aide or Band Aide position, it shall be posted for a period of five (5) working days. Any regular Classroom Aide, Health Care Aide or Band Aide unit member may bid on the vacancy by signing the posting. The position will be awarded to the most senior applicant who “possesses qualifications” as defined in the job descriptions.

C. Hiring Preference: Hiring preference shall be given to residents of the District, if other qualifications are met. Any non-probationary employee may apply for such vacancies. Consideration will be given to the background, attainments and

skills, seniority and all other relevant factors when filling such a vacancy. In the event the qualifications are judged by the Employer to be equal, seniority will be the determining factor.

ARTICLE VIII

LAYOFF, RECALL AND BUMPING RIGHTS

A. The Employer will notify the affected employee(s) at least thirty (30) days in advance, if possible, of the anticipated layoff(s). After notification the employee(s) in the position(s) eliminated shall have the right to utilize their seniority to bump the least senior employee(s) who have equivalent weekly hours for which they are qualified, as determined by the Job Posting. If there is not a least senior employee who has equal annual hours, a laid off employee shall have the right to utilize his/her seniority to bump the least senior employee who has the closest weekly hours. The least senior employee who is bumped shall be place on layoff.

B. When the Employer recalls laid off employees, said employees shall be recalled in the reverse order in which they were laid off provided the employees are qualified as determined by the Job Posting, to perform the duties of the positions being staffed. This provision shall only apply to senior employees.

C. The Employer shall give written notice to any laid off employee of a job opening by sending the job posting by certified mail to the laid off employee at their last known address. The employee has ten (10) working days from receipt

of notice, excluding Saturdays, Sundays and Holidays to reply to the posting and indicate whether they are interested in the position. If the employee submits an application for the position and qualifies, the Employer will notify the employee by certified mail the date to report to work. The employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the ten (10) calendar day period. Failure by the employee to respond or comply with the recall notice within the ten (10) calendar day period shall be considered voluntary quit and the employee will automatically terminate their employment relationship with the Employer. The obligation of the Employer to recall laid off employee will cease after one (1) year from the date of lay off.

D. In the event a position within the Association is phased out and the Member is placed into another Association position, at a lesser rate of pay, the employee will be compensated for the job they are currently performing.

E. In the event more than one individual has the same seniority, the relative ranking of such persons on the seniority list will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The president of the

Association or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing.

ARTICLE IX

GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation of the expressed terms of this contract. A grievant shall be defined as an employee.

B. An employee may assert their right to present such grievance directly to the Employer and have it adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement , and provided further the Association is given the opportunity to be present at such adjustment.

C. Informal Conference, Step I: If the grievant shall meet with their immediate supervisor or principal within five (5) working days of the alleged grievance with the object of resolving the matter verbally.

D. Formal, Step II: If the grievance is not satisfactorily resolved at the informal conference, the grievant shall within five (5) working days from the informal conference submit a BACAHCABA Grievance Form (attached), to their immediate supervisor or principal. The immediate supervisor or principal shall respond in writing in five (5) working days. All written grievances must be submitted on a BACAHCABA Grievance Form.

E. In the event the grievant is not satisfied with the disposition of the grievance at Step II, the employee may appeal in writing within five (5) working days to the Superintendent or her/his designee. The Superintendent or his/her designee shall respond in writing within ten (10) working days of such hearing.

F. Formal Step, III: In the event the grievant is not satisfied with the disposition of the grievance at Step II, the employee may appeal in writing within five (5) working days of receipt of the decision at Step II to the Board of Education. Upon receipt of such request the Board may hold a hearing or may designate one or more of its members to hold a hearing. Such Hearing to be held and a final determination submitted in writing to the grievant within forty (40) days after its submission to the Board. The decision of the Board is final and binding on both parties.

G. The grievance procedure shall not apply to:

1. The discharge or discipline of any probationary employee.
2. Any provision of this Agreement, which contains express exclusion from the Grievance Procedure.

H. Any grievance which has not been addressed via Section C or D through F or which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance, which is not awarded within the time specified, shall be deemed to have been denied and the grievance shall automatically advance to the next step unless

withdrawn.

ARTICLE X

LEAVES OF ABSENCE and SICK DAYS

A. Paid Leaves

1. Illness

a. **Sick Days:** Unlimited accumulation

Sick days shall be earned on the basis of one (1) sick day earned for each month worked. Sick days may be used for personal illness, disability or for family illness. It is understood that employees who are absent and who have no accumulated sick time, shall not be paid for those days absent. In addition, it is understood that proven abuse of sick time or unreasonable use of time-off without pay shall subject an employee to appropriate discipline.

b. Annual sick leave shall be accumulative up to retirement.

It is understood that this time is to be used for personal illness, absence due to serious illness of a member of the immediate family, death of such member or family emergency. These days may be used periodically or consecutively as circumstances may demand. At the

time of retirement, provided the employee has been employed for the last ten (10) years, any sick days over 80 with a cap of 170 days shall be collected by the employee at the rate of 25% pay per day in a lump sum total. A day shall be considered six and one-half (6 1/2) hours.

2. **Bereavement**: Five (5) days paid absence due to the death of a member of the immediate family. Immediate family is defined as: Spouse, mother, father, children, grandchildren, grandmother, grandfather, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law and in loco parentis. One (1) day paid absence due to the death of a brother-in-law, sister-in-law, grandparents-in-law, aunt, uncle.

3. **Personal Business Day**: Two (2) days per year may be used for the purpose of personal business, when arrangements cannot be transacted outside of the regular workday to avoid its use. Such personal leave is not intended for recreation, job hunting or similar purposes. The personal business day may not be taken on days preceding or succeeding a vacation or holiday. To be eligible for personal business leave the employee must file a request with their immediate supervisor at least seventy-two (72) hours before the planned leave. The immediate supervisor may waive said notification in case of an emergency. Such leave shall not be accumulative, however, if not used will be added to sick leave.

4. **Other Paid Leaves:**

a. **Professional:**

A maximum of two (2) days per year shall be allowed for interschool visiting, professional meetings and conventions according to the individuals need of affiliation. It shall be understood however, any member of the staff officially designated by the school administration to attend a meeting or convention sponsored by an educational or professional organization shall be allowed reasonable expense. The time thus used shall not be considered part of the regular two-day allowance and no deduction from salary shall be made for such an absence. Any employee wishing to use the above two days, or any part of it should make arrangements with the Administration. This two-day allowance shall not be accumulative in any way.

Jury Duty: Employees on jury duty shall receive the difference between the daily fee for jury duty, excluding expenses, and their average daily pay providing jury duty is less.

A. **Unpaid Leaves:**

Except as provided herein, emergency leaves without compensation may be granted at the discretion of the administration.

1. In the case of prolonged illness of a senior employee and said employee has exhausted their accumulated sick leave, said employee shall immediately apply to the Business Office in writing for an extended illness leave without compensation. Such leave shall be granted as follows:

- a. Said employee shall provide the Business Office a physician's statement certifying the employee's inability to continue the position.
- b. Such leave may not extend beyond a three (3) month period, at the end of which leave the employee must either return or resign unless the Business Manager recommends a special extension.
- c. A notice of intent to return must be given at least fifteen (15) days prior to expiration of the leave of absence or extension sought, otherwise the absentee's resignation will become automatic.
- d. Upon receipt of their application of return to position, and released by a physician, said employee shall be assigned to the position from which the leave was granted, if available.

Should the employee indicate they would not be returning at the end of their leave of absence, at that time the job will be posted and made available to other employees.

2. Upon written application from the employee as required herein, the Employer as required herein, the Employer shall grant a maternity leave without compensation as follows:

- a. Such application shall be made by the sixth (6) month of the employee's pregnancy.
- b. An employee who is pregnant must, upon request from her supervisor, present a physician's certificate the employee is physically capable of performing the duties to which the employee is assigned.
- c. Said leave begins prior to the date the employee is no longer able to continue performing their assigned duties as a result of such disability.
- d. Such maternity leave shall be granted without experience credit on the salary schedule and without sick leave accumulation.
- e. The employee shall be entitled to return from such leave at

any time within three (3) months after the birth of the child and shall be returned to the same position from which the leave was granted. The above is true only if a certificate of good health is presented to the Board. Refusal of such offer will imply an automatic resignation and forfeit of rights. (In accordance with the Family Leave Bill.)

f. The unpaid leave policy provided herein (Section B) will apply to an employee adopting a child and shall commence upon the entry of an order terminating the rights of the natural parent of the Probate Court.

3. Family and Medical Leave: An employee who has worked for the school district for at least 1250 hours during the preceding twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave during any fiscal year under the terms and conditions established by the Family Medical Leave Act of 1993, with health care coverage provided by the Board pursuant to the Family Medical Leave Act of 1993, if requested by the employee, for one or more of the following reasons.

Birth of the employee's son or daughter or care for a son or daughter;

A child's placement with the employee for adoption or foster care;

To care for a spouse, son or daughter, parent (but not parent-in-law) who has a serious health condition; or

The employee's own serious health condition.

Any family and medical leave shall be subject to the following conditions.

The employee shall be required to substitute and exhaust any sick leave he or she may have accrued prior to placement on unpaid family and medical leave.

Upon return from leave, the employee shall be assigned to either the same position from which leave was taken, or to a comparable position for which the employee is qualified. Restoration may be denied in the event of a reduction of staff.

If the employee fails to return from the leave at its expiration (Except in the event of a continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control), the Board shall have the right to recover all health care premium payments made during the unpaid leave interval. These amounts may be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.

ARTICLE XI

VACATIONS AND HOLIDAYS

A. Classroom Aides, Health Care Aides, and Band Aides; **Vacation Pay:**

1. All employees shall receive the following vacation allowances:

Vacation time off may not be taken except as provided by the school calendar. However, aides shall be entitled to receive up to five (5) days of vacation pay (calculated at their regular rate and normal work schedules) accrued at the rate of one-half ($\frac{1}{2}$) day for each month the employee actively works. Vacation pay checks will be issued on the last pay period prior to the commencement of summer vacation each school year.

2. **Death or Retirement:** Upon the retirement or death, accrued but unused vacation shall be pro-rated and paid to the employee or his or her survivor. Vacations shall not be pro-rated to employees who quit or are discharged. Personal Days will be paid out as well.

B. **Holiday Pay:** The days listed below shall be observed as paid holidays. Each employee will be paid at the employee's regular hourly rate for the hours per day that the employee is normally scheduled to work. In order to be eligible for holiday pay an employee must work the day before and the day after the scheduled holiday, unless employee is on an approved vacation:

Great American's Day

Memorial Day

Thanksgiving Day and the Friday after Thanksgiving

Christmas Eve and Christmas Day

New Year's Eve and New Year's Day

When paid holidays fall on Saturday, Friday shall be considered the holiday;
when paid holidays fall on Sunday, Monday will be considered the holiday.

ARTICLE XII

WAGES AND BENEFITS

A. **Pay Dates**: Employees will be paid bi-weekly with insurance payments deducted semi-monthly and tax-sheltered annuities deducted either semi-monthly or monthly as requested in writing.

B. **Overtime Pay**: Overtime work in excess of (8) hours per day shall be paid at one and one-half times the regular hourly rate. No compensatory time may be granted, in accordance with Title 29, Part 778 of the Code of Federal Regulations, U.S. Department of Labor. All overtime must be paid. Those employees who perform such work on a straight time basis shall normally perform overtime work. In the event it is determined by the Employer other employees are also required to perform such work, nothing herein shall prevent such assignment. If more than one employee performs such work, the work shall be divided amongst said employees.

C. **Training and Workshops**:

1. Newly hired personnel shall be paid for all training.
2. For the purposes of attendance at a training function, an

employee who drives his or her personal vehicle shall be paid mileage within 30 days.

3. Compensation for meals, lodging and travel, for each work day, shall be paid if the employees leave the District for training at the District's request. Actual expense for meals will be reimbursed within 30 days when no meal is provided.

Title I Paraprofessionals- The District will pay the cost for current Title I Aides to take and successfully complete the work keys test.

D. **Insurance**: Current employees have lifetime option to change from Plan A or Plan B. Once insurance is elected, the employee must stay in the program until the insurance provider's open-enrollment window in the fall of the year. Exceptions are death, divorce or loss of insurance coverage. The District must stay in compliance with the IRS guidelines.

Plan A (for employees who need health insurance)

The employer shall contribute monthly the following amounts toward the purchase of health insurance.

July 1, 2011-June 30, 2013 \$985.00

Plan B (for employees' not needing health insurance)

The employer shall contribute \$460.00 monthly to be used to purchase annuities/ options.

Annuities and insurance begin after employee elects option. It is the member's responsibility to sign-up for benefits and is aware of their negotiated rights. All members are to be aware of all provisions listed in the Support Staff Handbook.

D. Wage Schedule:

1. Classifications:

Class I (Classroom Aides)

Classroom Aides with positions requiring an Associates Degree.

Classroom Aides with positions requiring a letter of notice of approval to begin or continue employment as an Associate Teacher/paraprofessional in the Michigan School Readiness Program, from the State of Michigan, Department of Education, in Lansing. Such named letter is permanent approval based on documented submission of training hours.

Class II (Health Care Aides and Classroom Aides without special requirements as listed above)

Classroom Aides and Health Care Aides with a High School Diploma or General Education Degree (GED), two years of successful work experience.

Class III (Band Aides)

Band Aides with a minimum of a High School Diploma; prefer B.A. or M.A. with teaching certificate.

2. **Pay Schedule**

Class I (Classroom Aides)

2011-12 – \$300 Stipend

2012-13 – Economic Re-open

Years with District

Start	\$10.17
1	10.44
2	10.95
3	11.65
4	11.84

Class II (Health Care Aides and Classroom Aides without special requirements as listed above)

Years with District

Start	\$9.67
1	9.94
2	10.45
3	11.15
4	11.34

Class III (Band Aides)

***Band Aides are to be compensated on an individual basis since the qualifications for the Band Aide are so varied. Pay shall reflect the Education and/or prior experience of the applicant.

3. Service Compensation

A. Credit on the pay schedule to a maximum acceptable to the Board may be allowed to those presenting satisfactory prior experience. Current employees may make written application for this credit to the Business Manager.

ARTICLE XIII

MISCELLANEOUS

A. **Temporary or Part-Time Employment or Substituting:**

In the event there is a need for temporary, part-time or Substitute help for an Aide, Classroom Aides, Health Care Aides or Band Aides: The employee asked to work shall be determined as follows:

- First opportunity for Substitute work shall be given to the employee from whose office or building the request is made.

The offer shall be made to the association members by seniority. If the employee refuses the opportunity, the Administration will continue asking down the seniority list until the position is temporarily filled.

If Association Members are **unavailable** an outside sub will be called in to work for the day. If a sub has been called they have first rights to stay. If the vacancy is a full-day position only one sub will fill the vacancy.

B. An Aide asked by a supervisor to temporarily assume the duties of another employee for at least three (3) consecutive days, will be paid the rate for those duties. An employee's rate of pay shall not be reduced by any temporary change in duties.

C. **Written Resignation:**

Any Aide desiring to resign shall file a written resignation with the Business Manager at least ten (10) work days prior to the effective date, after first discussing their resignation with the immediate supervisor.

D. **Employee's Address:** It shall be the responsibility of each employee to notify the Employer of any change of address. The employee's address as it appears on the Employer's record shall be conclusive.

E. **Retirement:** Retirement is mandatory at the end of the fiscal year in which the seventieth birthday occurs.

F. **School Employees Retirement Fund:** The Board will contribute its legally required amount to the Michigan School Employee's Retirement Fund.

G. **Retirement Incentive:** Employees who have attained ten (10) consecutive years of service with the School District shall, upon retirement, receive a retirement incentive bonus as part of their final average compensation. Five (5) retirement incentive days, payable at the rate of Forty and No/100 (\$40.00) Dollars per retirement incentive day, shall be awarded for the first ten (10) years of service.

One (1) additional retirement incentive day shall be awarded for each year over ten (10) up to a maximum of twenty (20), payable at sixty and No/100 (\$60.00) Dollars per retirement incentive day. The benefit shall be paid at once.

H. **Preservation of Benefits**: Employees who, on the effective date of this Agreement, have earned accumulated sick days, shall be able to keep such mentioned sick days in the bank until they are needed, with no loss of accumulated sick days.

I. Job description to be updated periodically and included in said employee handbook.

ARTICLE XIV

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provisions or application shall be deemed null and void, but all other provisions shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XV

DURATION

The Agreement shall become effective July 1, 2011, with all pay and benefits retroactive to that date and remain in effect through June 30, 2013.

FOR THE ASSOCIATION

FOR THE EMPLOYER

President Date

President Date

Secretary Date

Secretary Date

