

# **Agreement**

between

**Standish-Sterling Community Schools  
Board of Education**

and

**Standish-Sterling Educational  
Support Personnel/MEA-NEA**

2012-2015

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## **AGREEMENT**

This Agreement entered into this 12<sup>TH</sup> day of November, 2012 by and between the Standish-Sterling Community Schools, Standish, Michigan, hereinafter referred to as the "Board" and the Standish-Sterling Educational Support Personnel MEA-NEA, hereinafter called the "Association."

### **WITNESSETH:**

In consideration of the following mutual covenants, it is hereby agreed as follows:

#### **ARTICLE I. RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, including all non-probationary, non-certified personnel, but excluding all supervisory, substitutes, miscellaneous and executive personnel as defined in MERC Election R88-C135. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Employees" and reference to male personnel shall include female personnel.
- B. The Board agrees not to negotiate with any non-certified personnel organization, other than the Association for the duration of this Agreement.

#### **ARTICLE II. ASSOCIATION RIGHTS AND SECURITY**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any of the rights conferred by Act 379, or any other law of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages or any terms or condition of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievances, complaint, or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the rights of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.

- C. The Association and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by the Principal. No bargaining unit member shall be prevented from wearing insignias, pins or other identification of membership in the Association, either on or off school premises. Faculty bulletin boards, school mail, and other established media of communications shall be made available to the Association and its members with the exception of political issues.
- D. The Board agrees to furnish to the Association all information to which the Association is legally entitled.
- E. The Association shall be advised of any new or modified millage, bond, or tax programs which are proposed.

### **ARTICLE III. RIGHTS OF THE BOARD OF EDUCATION**

- A. It is recognized by all parties hereto that the Board, on its own behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and the United States. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of the judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.
- B. The Association specifically recognizes the rights of the Board appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.
- C. Management's right to assign employees takes precedence over transfer requests and filling vacancies. However, management's assignment of employees shall not be for arbitrary or capricious reasons.

### **ARTICLE IV. DUES, SERVICE FEES, PAYROLL DEDUCTIONS**

- A. Within fifteen (15) days of the beginning of employment, Administration shall notify the SESP Secretary of any new hire. Within thirty [30] days of the beginning of employment hereunder, bargaining unit members shall sign and deliver to the Board an assignment authorizing deductions of Association membership dues assessments [or a service fee] including the Michigan Education and National Education Associations, upon such conditions as the Association and Administration shall mutually establish. Such sum shall be deducted as dues from the regular salaries of all bargaining unit members and remitted to the Association. The Board shall continue to provide payroll deductions. Items to be deducted are not to be specified. To be a deduction, it must be approved by the Board of Education.

## ARTICLE V. SENIORITY

- A. Seniority shall prevail in the Standish-Sterling Community School District as specifically set forth in individual paragraphs of this contract.
- B. Seniority shall be defined as length of service within the District as a member of the bargaining unit. Upon completion of the probationary period, accumulation of seniority shall begin from the employee's initial date of hire. In the event that more than one [1] employee has the same date of hire, position on the seniority list shall be determined by drawing lots by those affected. A paid holiday shall be counted as the first working day in applicable situations.
- C. Seniority in position does not carry from one classification to another. The following non-interchangeable occupational groups are agreed to: Custodian, Cafeteria, Bus Drivers, Special Education Drivers, Paraprofessionals, Clerical and Mechanics.
- D. **Probationary Period.** New employees shall be on probation during the first ninety [90] days worked. During this period he/she has no seniority and may be discharged. Upon completion of the probationary period, his/her name shall be placed on the seniority list retroactive to their date of hire.
- E. **Termination of Seniority.** An employee's seniority shall terminate upon the occurrence of any of the following:
  - 1. Voluntary quit.
  - 2. Discharge for just cause.
  - 3. Retirement.
  - 4. If an unpaid leave of absence is granted, seniority is frozen for the length of time the leave was allowed. Upon return to position, seniority will resume as of the last date the employee worked before taking the leave.
  - 5. Failure to return from a leave of absence or layoff, as scheduled, without permission of the Board.
  - 6. Any employee who in any one [1] contract year has ten [10] or more separate occasions of absence and misses thirty [30] or more scheduled workdays shall be designated as unsuited for regular employment and therefore terminated. If an employee has thirty [30] days of sick leave accumulated, this paragraph will not apply to said employee.
  - 7. Laid off for 24 months.
- F. The Board shall prepare, maintain and post the Seniority List. The initial Seniority List shall be prepared and posted conspicuously in all buildings of the District within thirty [30] workdays after the effective date of this Agreement with revisions and updates prepared and posted semiannually thereafter. A copy of the Seniority List and subsequent revisions shall be furnished to the Association.

## **ARTICLE VI. WORKING CONDITIONS**

- A. Bargaining unit members shall not be required to work under unsafe conditions. Employees are required to report in writing, any and all unsafe conditions to their supervisors immediately. Employees will be given the supplies and equipment the Employer deems necessary to perform the job safely.
- B. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.
- C. The Board shall provide reimbursement for the cost of licenses, or the renewal of licenses required for a Bus Driver to perform his/her job or assignment.
- D. Board agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit unless permitted by law.
- E. Discipline and or discharge of an employee shall be for just cause.

## **ARTICLE VII. LAYOFF AND RECALL**

- A. In the event that the Board in its sole discretion determines that a layoff is necessary, such layoff shall be from classifications selected by the Board and in numbers determined by the Board subject to the terms and conditions specifically provided for in this Agreement.
- B. Employees whose positions have been eliminated due to the aforementioned reduction shall have the right to assume a position in their classification for which they are both qualified and able to do the work, which is held by a less senior employee. In no case shall a new employee be hired in any classification while there are laid off employees who are qualified and able to perform the work.
- C. Employees shall be laid off by classification seniority, provided that the remaining employees are capable of performing the work available.
- D. Recall shall be in the reverse order of the layoff within the classification and shall be subject to the same conditions as the layoff.
- E. Notices of recall shall be sent by First Class mail to the last known address as shown on the Board's records. The recall notice shall state the time and date the employee is required to report to work. It is the responsibility of the employee to keep the Board notified as to his/her current address.
  - 1. A recalled employee shall be given five (5) calendar days, excluding Saturday, Sunday and holidays, to report to work.
  - 2. Employees recalled to a position involving the same or similar work for which they are qualified and able to perform, are obligated to take such work. An employee who declines recall shall forfeit his/her seniority rights and his/her rights and his/her employment shall be considered to be terminated.

## ARTICLE VIII. WORK TIME

- A. All employees working six [6] hours or more are required to have a one-half [ $\frac{1}{2}$ ] hour, uninterrupted lunch break. They may leave the building if they so desire.
- B. 1. The minimum call-in for emergency situations shall be two [2] hours at the employee's appropriate rate of pay.
2. If an employee is temporarily assigned by management to a higher paying position, the employee will receive the higher pay for all hours worked in the higher classification.
- C. All bargaining unit members shall abide by the law governing snow days. If there is a change in the law, this Section of the Contract shall be reopened and renegotiated. In the event school is closed early due to weather, employees will be paid for time worked.
1. All bargaining unit members, except custodians:  
At the present time, these employees shall receive pay for the first five snow days which are reimbursed by the State. These employees will only be paid for snow days which are made up which they work and have not already been paid. If school is cancelled during the school day and these employees are released early they will only receive pay for the hours worked.
2. Custodial Staff:  
The nature of the work requires that these employees report. For this reason, a snow bank of twenty (20) hours pay is made available at the start of each year. The employees in this classification must attempt to get to work unless otherwise notified by the superintendent or his designee. Employees who do not report will be docked for the time missed. An employee who works at least four (4) hours may use hours from his snow bank to bring the total pay to eight (8) hours for the day. The employee will be docked all hours missed in excess of the twenty (20) hours provided for in the snow bank. Earned bank hours should be used when students are not in session and do not carry over to the next school year.
- D. **Secretaries** will work all days that school is in session, including Parent-Teacher Conferences and Marking Days.
- E. **Paraprofessionals** will work all days school is in session.
- F. **Cooks** will work each day school is in session.
- G. **Custodians, Mechanics, and Fifty-two [52] week Secretaries** will work a regular five [5] day week, forty [40] hours per week. Custodians, Mechanics, and Fifty-two [52] week Secretaries will receive the following paid holidays if they fall within their work schedules:
- Independence Day, Labor Day, Thanksgiving and the following Friday, the day before Christmas and Christmas Day, the day before New Year's and New Year's Day, Good Friday afternoon and Memorial Day.

The employer and the employee may mutually agree that alternate days may be taken in lieu of the prescribed holiday schedule. If mutual agreement is not achieved, then the days will be taken as follows: In the event that one of the aforementioned holidays falls on a Saturday, the qualifying employee shall have the preceding Friday off with full pay. If the holiday falls on Sunday, the qualifying employee shall have the following Monday off with full pay.

Custodians will work on Saturday when needed for a special function(s). The employer will seek coverage by members from within the classification first and if none are available, the least senior employee(s) shall be required to perform the work, if a substitute is not used.

The Custodians, Mechanics and Fifty-two [52] week Secretaries will have the following vacation time:

- 1 week after the First year
- 2 weeks after Second year
- 3 weeks after Ten years
- 4 weeks after Twenty years

Vacation benefits paid shall be governed by the following:

1760 or more straight time hours worked	100%
1460 to 1759 straight time hours worked	75%
1160 to 1459 straight time hours worked	50%
Less than 1160 straight time hours worked	0%

H. **Bus Drivers** will work each day school is in session. Routes will be selected two weeks prior to the students first day of the school year by seniority. In the event an established route opens up during the year, any two [2] Drivers may change at that time. A new driver will be put on the third route until the end of the semester. At that time the routes having new Drivers will be opened to all Drivers. Seniority prevails.

1. **Extra Trips.** All trips to be assigned by seniority. Assigned drivers will be responsible for the trip or find their replacement. All school events/trips for which transportation is being provided by the school district that are held within a 75 mile radius of the school district's Superintendent's office shall be offered to the transportation staff for coverage. Further, it is understood that it is the employer's preference to use staff to provide transportation for other events/trips of greater distances, however, the employer shall retain the right to utilize other means of transportation coverage (such as charter buses) as is allowed by law for trips which could include, but would not necessarily be limited to:
  - a. Post season athletic events or student body trips,
  - b. Trips that are paid for with non-district funds,
  - c. Events/trips paid for by parents, booster clubs, and local businesses, etc.

Any trip that is canceled with less than a twenty-four (24) hour notice the scheduled driver will receive compensation for the trip, provided that the driver is unable to drive their normal scheduled route.



2. **Exception.** If a trip is scheduled to leave before the assigned Driver returns from his/her regular run, that Driver may be passed over and given a trip at a later date that will not interfere with his/her run. It will be the Driver's option to be passed over or take the trip with a deduct for his/her regular run. A Driver may not pass over more than two [2] trips.
3. **Special Education Routes.** The Standish-Sterling Bus Drivers have accepted the decision of the Board of Education on Special Education routes with the stipulation that if any new Special Education routes open, or an established route opens, the position shall be posted and offered to the regular Drivers. It shall be understood by the interested parties that the filling of the position will be governed by the principle of providing the best person for the position, seniority preference, and the discretion of the Board. He/she shall have a ninety [90] day trial period for this position.
4. A Driver scheduled for an all day trip shall be provided the following maximum meal allowance which will be paid on receipt basis only:  
  
Breakfast: \$6.00                      Lunch: \$8.00                      Dinner: \$10.00
5. Drivers directed to attend mandatory training will be paid at the rate of Ten Dollars, Twenty-Five Cents [\$10.25] per hour. Drivers directed to participate in mandatory testing shall receive a stipend of Ten Dollars and Twenty-five Cents [\$10.25].
- I. Any bargaining unit member in the Standish-Sterling system shall be discouraged from taking any extended time off during the school year. This section does not pertain to secretaries, custodians, or mechanic.

## **ARTICLE IX. VACANCIES**

- A. A vacancy shall be defined as a position which the Board of Education intends to fill and no bargaining unit member has a Contractual claim.
- B. Vacancies shall be posted in each school building for seven [7] calendar days and given the appropriate distribution. The posting will include the job title, minimum qualifications, location, rate of pay and application deadline.
- C. Vacancies shall be filled on the basis of certification [where appropriate], experience, educational background, test scores where applicable, and evaluations and other relevant factors. It is agreed that the filling of any position will be governed by the principle of providing the best person for the position. In those instances where two [2] or more employees are equal based upon the above criteria, seniority will be the determining factor. Vacancies may be filled on a temporary basis until a final decision is made. If the temporary appointment exceeds ninety [90] calendar days, the Union may request in writing the reasons therefore and the circumstances must be unusual.
- D. In the event the vacancy is awarded to a current employee, that employee shall have thirty [30] calendar days from the date of the award of the position to determine whether or not he/she wishes to remain in the new position. This time period may be extended by mutual agreement of both parties. If he/she decides to return to

his/her former position, he/she may do so without the loss of seniority. The Employer has sixty [60] days to determine whether or not the employee can satisfactorily perform the new duties. If it is determined by the Employer that the employee cannot perform the new duties satisfactorily, he/she may be returned to his/her former position. There will be no loss of seniority to the employee.

- E. In the event the vacancy is awarded to a current employee and that employee remains in that position, the position vacated by the current employee shall then be posted. The procedure for filling the vacancy shall be as outlined in [D] above.
- F. Vacancies caused by the awarding of a position in paragraph [E] above shall be filled by appointment of the Superintendent of Schools.
- G. Temporary vacancies shall be defined as a vacancy created by the absence of an employee maintaining a Contractual claim to a position. Such vacancies may be temporarily filled by the Superintendent of Schools.

### **ARTICLE X. GRIEVANCE PROCEDURE**

- A. A "grievance" is a claim that there has been a violation, misinterpretation, or inequitable application of the specific and expressed terms of the Agreement. The Standish-Sterling ESP and employees agree not to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission, the Equal Employment Opportunity Commission, the Fair Employment Practices Commission or any other judicial or quasi-judicial body.
- B. In the event that a member believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her Building Principal, either personally or accompanied by his/her Association Representative.
- C. If, as a result of the informal discussion with the Building Principal a grievance still exists, he/she may invoke the formal Grievance Procedure through the Association on the designated form, signed by the grievant and a representative of the Association the grievance form shall be available from the Association Representative in each building. A copy of the grievance form shall be delivered to the Principal. If the grievance involves more than one [1] school building, it may be filed with the Superintendent, or a representative designated by him.
- D. The grievance must be filed in writing within seven [7] days of the date in which the grievant(s) would reasonably have obtained knowledge of the alleged violation. The principal shall then meet with the Association in an effort to resolve the grievance within seven [7] days. The Principal shall indicate his/her disposition of the grievance in writing within seven [7] days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within seven [7] days of such meeting, the grievance shall be transmitted to the Superintendent. Within seven [7] days, the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within seven [7] days of such meeting, and shall furnish a copy thereof to the Association.

When "days" are used in paragraphs D and E above, it shall exclude Saturdays, Sundays and holidays.

- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten [10] calendar days of such meeting, the grievance may be submitted to arbitration within ten [10] calendar days of such answer or when such answer was to be given. Neither party shall be permitted to insert any issues into the Arbitration process that have not been brought forth during the Grievance Procedure.
- G. The Arbitrator must be a person mutually selected and agreeable, but if none is so selected and agreeable, he/she shall be selected by the parties from a list of fifteen [15] names furnished in accordance with the rules of the American Arbitration Association [AAA]. Either by mutual agreement or from which list each party shall be permitted to strike alternately seven [7] names, with the requesting party striking first, and remaining Arbitrator shall thereupon be accepted. Upon receipt of the list of fifteen [15] names, the parties will no later than ten [10] days after said receipt select an arbitrator as described above. In the event one party refuses to participate in the selection process, the other party may submit its seven [7] deletions from the list to AAA and AAA will select the Arbitrator from the remaining names.
1. **Powers of the Arbitrator.** It shall be the function of the Arbitrator and he/she shall be so empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific terms of this Agreement.
- a) He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - b) He/she shall have no power to establish wage rates or to change any rate.
  - c) He/she shall have no power to rule on the termination of service or failure to re-employ any probationary employee.
  - d) He/she shall have no power to change any practice, policy or rule of the Board of Education, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action of the Board.
  - e) His/her powers shall be limited to deciding whether the Board has violated the express Article or Sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
  - f) In rendering decisions, an Arbitrator shall give due regard to the responsibility of management and shall construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement. Decisions of the Arbitrator will be final and binding on both parties.
  - g) In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- h) The impartial Arbitrator shall have the authority to order full, partial, or no compensation for time lost subject to items a) through g) in this Section.
- i) Only one [1] grievance may be submitted to an Arbitrator selected, unless by written mutual agreement of the parties. This paragraph does not prohibit the Arbitrator from ruling on the arbitrability of an issue and then the issue.
- j) If a scheduled arbitration case is postponed on less than one [1] week's notice to the other party, the party requesting the postponement will pay any and all Arbitrator charges caused by the postponement.
- k) The Union will give the Superintendent five [5] working days advance notice of employees it needs to be excused from work to attend the arbitration hearing.
- l) Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. Unless the arbitrator determines that good cause exist to do so.
- m) The Arbitrator may not grant a grievance which in effect grants the Union that which it attempted to bargain into the Agreement but failed to do so.
- n) The decision of the Arbitrator must be rendered in writing within thirty [30] calendar days of the closing of the hearing.

2. **Fees and Expenses.** The fees and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of its attendees and/or witnesses called by the other.

H. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of both parties.

## **ARTICLE XI. SICK LEAVE**

A. The primary purpose of sick leave allowance is to cover the absence of any employee from school because of personal illness sufficiently severe that it will make his/her presence in school inadvisable. The use of sick leave is specifically restricted to the illness of the employee, unless otherwise prescribed in this Agreement.

B. The amount of sick leave for each classification is stated below. These sick leave days shall be credited to the employee at the rate of one-half [ $\frac{1}{2}$ ] day per pay period until the amount allocated is reached. Deducted sick bank will be paid as accumulated in the Contract year.

- 1. Custodians, Clerical and Mechanic: ten [10] days per year.
- 2. Cooks and Paraprofessionals: seven [7] days per year.
- 3. Bus Drivers and Special Education Drivers: five [5] days per year.

- C. The Board shall furnish each employee with a written statement annually which sets forth the total accumulated sick leave credit. The number of days sick leave not used during the year shall be placed as a credit to the employee. The maximum accumulation for each classification is as follows:
1. Custodians, Clerical and Mechanic: sixty-five [65] days.
  2. Cooks, Paraprofessionals and Bus Drivers: sixty-five [65] days.
- D. If there is a question of doubt regarding the illness of the employee, the Superintendent may require a doctor's statement verifying the illness, or may require the employee to submit to a medical examination before sick leave pay is allowed.
- E. Any employee who is hurt on the job shall receive their full pay for that day, and it shall not be charged against their sick leave.
- F. Leaves of absence, with pay chargeable to the employee's sick leave allowance, shall be granted for the following reasons:
1. **Personal Illness.** The employee may use all or any of his/her leave to recover from his/her own illness.
  2. **Illness in the Immediate Family.** An employee absent due to illness in the immediate family may choose to deduct up to three [3] days in any one [1] year from his/her sick leave allowance. Immediate family is defined as father, mother, brother, sister, spouse or child. Grandparents or parent-in-law are also included if they live in the household. The Superintendent may at his/her sole discretion (in a non-precedent setting decision) authorize the use of additional sick days for family emergencies.
- G. An employee whose personal illness extends beyond the period compensated under this Article may be granted a leave of absence without compensation for the balance of the school year. This leave may be renewed upon the request of the employee. A substitute, if required, will be hired for the duration of this leave and upon return from leave, the employee will be assigned to the same or similar employment as available.
- H. Any employee who achieves a perfect attendance record in a given school year will be paid a stipend of One Hundred Fifty Dollars [\$150.00] at the end of the school year. An employee having reached the maximum allowable accumulation of sick days and takes no more than two [2] sick days in a given year shall be paid a stipend of One Hundred Dollars [\$100.00] at the end of the school year.

## ARTICLE XII. PAID LEAVES OF ABSENCE

- A. Leaves of absence with pay, not chargeable against the employee's sick leave allowance shall be granted for the following reasons, subject to the conditions listed below:
1. **Personal Business.** In addition to personal illness, bereavement, and family illness, eligible employees shall be allowed two [2] personal business days. Twenty-four [24] hours notice shall be given for said leave time except in cases of emergency.

- a) Personal business days are intended to be used for activities of a personal nature that cannot normally be conducted outside of school hours. Personal business days are not intended for activities of a recreational nature, as vacation days, shopping trips, for earning money, or for the day before or the day after any day when school was scheduled but not in session. Personal days may not be used at the beginning or end of a regularly scheduled vacation, or the opening day of hunting or fishing seasons.
- b) Unused personal business days shall be credited to the employee's accumulated sick leave. One [1] unused personal business day may be carried over to the next year to a maximum accumulation of three [3] days at the start of the year.
- c) In the event a personal business day request is questioned by the Administration, a committee consisting of the Superintendent and a designated Association member shall meet to resolve the issue in question. In the event there is disagreement of said committee, the matter shall be resolved through the Grievance Procedure.
- d) Personal business days may be used as a personal leave day. This day may be used for activities which would not generally be authorized for a personal business day. Family-related activities fall into this classification. Employees must make application at least forty-eight [48] hours in advance of using the personal leave day. Generally, at the discretion of the District, no more than two [2] personal leave days will be authorized throughout the District within each classification on any given workday.

Such days will be granted on the basis of first-received, first-granted. Requests for such days cannot be made more than nine [9] months in advance of the date requested.

- 2. **Jury Duty.** An employee called for jury duty shall be paid the difference between the juror's pay and his/her salary.
- 3. **Funeral/Bereavement.** A maximum of five [5] days per instance of a death in the immediate family: spouse, mother, father, child, brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparents, grandchildren. Extension may be granted by the Superintendent, but any extension that is granted shall be deducted from sick leave days.
  - a) An employee may take one [1] day per year for attendance at the funeral service of a person whose relationship to the employee warrants such attendance.
  - b) Unused funeral/bereavement leave time shall not be cumulative.
  - c.) RE: Days used: Use of the five (5) days shall be connected to the business related to attendance at the funeral and/or issues related to said participation. By example – this may include travel, funeral planning and attendance at the actual funeral.

### **ARTICLE XIII. UNPAID LEAVES OF ABSENCE**

- A. An unpaid leave of absence is a written authorized absence from work for an extended period of time and without compensation. A leave shall be granted, denied, or extended at the sole discretion of the Board, or its designee, upon written request from the employee who shall state the reason for such leave on the application. Only an employee who has worked continuously for the Board for a period of at least one [1] year shall be granted a leave. Unpaid leaves of absence shall be subject to the following conditions:
1. Leaves requested due to illness must be accompanied by a physician's certificate that the employee is unable to work and the reason therefore.
  2. All leave requests must include the exact date on which the leave begins and the exact date on which the employee is to return to work.
  3. If an employee obtains a leave of absence for a reason other than that stated at the time the request is made, the employee will be terminated from employment without recourse.
  4. Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer while on leave of absence shall result in immediate and complete loss of employment without recourse.
  5. Leaves may be renewable upon request of the employee. In no event will the duration of the leave exceed the end of the school year.
  6. Time absent on leave shall not be counted as time at work for any purpose except as herein provided to the contrary.
- B. Upon return from a leave of absence, said employee shall be reemployed at work generally similar to that which the employee last performed and at the prevailing rate of pay for that job, if available.
- C. An employee on leave of absence, who does not return to work upon the expiration of the approved leave without prior approval from the Superintendent (or his/her designee), shall cease to be an employee and that employee's seniority shall automatically be terminated, unless the Superintendent (or his/her designee) in his sole discretion, determines that good cause existed for the employee's failure to return as scheduled following the leave.

### **ARTICLE XIV. RETIREMENT**

- A. In recognition of service to the School District, a terminal leave pay of one [1] day's pay shall be granted for each day of accumulated sick leave not to exceed Fifteen Hundred Dollars [\$1,500.00] upon retirement of an employee who has been employed by the Standish-Sterling Community School District for ten [10] or more years, provided he/she meets the Michigan Public School Employees Retirement System's regulations. This applies to those employees who have accumulated sick leave as follows:

1. Thirty-three [33] or more sick leave days for those allowed to accumulate sixty-five [65] days.

## **ARTICLE XV. CONTRACT**

1. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed or hereafter employed by the Board during the duration of this Agreement. The Board shall provide a disk copy of the Agreement, at no cost to the Association.
2. Wherever the Superintendent or the Board of Education is used they may appoint a designee.
3. **School Improvement.** Members of this unit shall be invited to participate in school improvement activities. Participation in school improvement activities shall be voluntary.
4. **Job Descriptions.** Union members who desire to do so, may submit their recommendation as to their individual job description. When new job descriptions are adopted by the Board of Education, a copy shall be provided to the Union.
5. No changes in this Agreement are binding unless initialed and ratified by both parties.
6. No past practice of any type shall be recognized or acknowledged unless it is committed to writing and incorporated into this Agreement.



## **ARTICLE XVI. DURATION OF AGREEMENT**

This Agreement, as negotiated and submitted in its written form and ratified, constitutes the Agreement between the parties for its term, and shall become effective when ratified and signed by the parties, and shall continue in full force and effect and be legally binding on the parties hereto until June 30, 2015.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 12<sup>th</sup> day of November 2012.

STANDISH-STERLING COMMUNITY  
SCHOOLS BOARD OF EDUCATION

By:

Leonard LeClair, Board President

Darren S. Kroczaleski, Superintendent

STANDISH-STERLING EDUCATIONAL  
SUPPORT PERSONNEL/MEA-NEA

By:

Pam LaLonde, President

Ron Parkinson, Uniserve Director

## APPENDIX A

### FINANCIALS

- 2012-2013 1% increase on scale, .5% Off scale (i.e., receipt of a one-time payment in regular paycheck).
- 2013-2014 1% increase on scale, .5% Off scale (i.e., receipt of a one-time payment in regular paycheck).
- 2014-2015 Open contract negotiations on wages and benefits only.

### 2012-2013 & 2013-2014 SALARY SCHEDULES

A. Custodians	7/1/2012	7/1/2013
<b>J-1 CUSTODIAN</b>		
Starting Salary	14.43	14.57
After 90 Working Days	14.88	15.03
After Second 90 Working Days	16.03	16.19
<b>J-2 CUSTODIAN</b>		
Starting Salary	11.58	11.70
After 90 Working Days	12.06	12.18
After Second 90 Working Days	16.03	16.19
Third Shift Premium	0.51	0.52
Head Custodian Premium	0.62	0.63

B. Secretaries	7/1/2012	7/1/2013
<b>ELEMENTARY</b>		
First Year	13.50	13.64
Second Year	14.58	14.73
Third Year	16.18	16.34
<b>HIGH SCHOOL/MIDDLE SCHOOL</b>		
First Year	13.50	13.64
Second Year	14.58	14.73
Third Year	16.18	16.34
<b>HIGH SCHOOL COORDINATOR</b>		
First Year	14.60	14.75
Second Year	15.88	16.04
Third Year	17.32	17.49
C. Paraprofessionals	7/1/2012	7/1/2013
First 90 Working Days	12.70	12.83
After 90 Working Days	13.23	13.36
After 180 Working Days	13.65	13.79
Library Supervisor/Utility Aide	14.09	14.23
H.S Study Hall Supervisor	17.00	17.17
Detention Room Aide	11.01	11.12

D. Cafeteria Workers	7/1/2012	7/1/2013
<b>HEAD COOK</b>		
First 90 Working Days	15.46	15.61
Second 90 Working Days	16.39	16.55
<b>ASSISTANT COOK</b>		
First 90 Working Days	11.98	12.10
Second 90 Working Days	13.97	14.11
<b>COOK'S HELPER</b>		
Starting Salary	8.36	8.44
After 30 Working Days	8.79	8.88
After 90 Working Days	10.38	10.48
<b>EXTRA WORK AFTER SCHOOL HOURS</b>		
Outside/School Activities	13.86	14.00

E. Bus Drivers	7/1/2012	7/1/2013
First 25 Miles of AM route	25.82	26.08
First 25 Miles of PM Route	27.53	27.81
Total base pay per day	53.35	53.89
First 25 Miles of Noon Route	22.64	22.87
Miles over first 25 miles per run	0.90	0.91
<b>EXTRA TRIPS*</b>		
Driving Time	16.96	17.13
Waiting Time	10.45	10.55
Career Center per Day	76.97	77.74
<b>SPECIAL EDUCATION DRIVERS</b>		
First 25 Miles of AM route	19.37	19.56
First 25 Miles of PM Route	19.36	19.55
Total base pay per day	38.73	39.11
First 25 Miles of Kdg Route	19.51	19.71
Miles over first 25 miles per run	0.44	0.44

\* Minimum pay one (1) hour driving time.

F. Mechanic	7/1/2012	7/1/2013
Starting Salary	16.21	16.37
After 90 Working Days	17.02	17.19
After Second 90 Working Days	17.78	17.96
Head Mechanic Premium	2.02	2.04

## **Appendix B**

### **Insurance Protection**

- A. 1. The Board shall pay the amount stipulated below per month for health care coverage carried with the Standish-Sterling Community School District less deductibles and co-pays.

**Mechanics and Custodians** who are currently enrolled in the district health care plan shall receive up to Full Family health insurance paid by the Employer, less deductibles and co-pays. An employee who has full family or 2-person health care coverage will have a deductible of \$3,000. An employee who has single health care coverage will have a deductible of \$1,500.

**Secretaries** who are currently enrolled in the district health care plan:  
The district will pay 80% of the single subscriber rate.  
The employee shall pay the required deductibles and co-pays.

**Paraprofessionals, Cooks, and Bus Drivers** who are currently enrolled in the district health care plan:  
The district will pay 70% of the single subscriber rate.  
The employee shall pay the required deductibles and co-pays.

**Option Payments/Cash-in-Lieu:**

**2012-2013 = \$200:    2013-2014 = \$250:    2014-2015 = \$300**

All current employees (as of June 1, 2011) may receive their option payment per year to use for options, health care coverage, or as cash-in-lieu to be paid at the end of the school year.

A current employee who is not enrolled in health care as of June 1, 2011 may use their annual board option payment to enroll in district health care but will not be eligible for any additional percentage paid to health care by the Board of Education.

New employees (hired after June 1, 2011) are not eligible to enroll in the district health plan or receive the option payment/cash-in-lieu payment.

#### **B. General Provisions**

1. When employment is interrupted, benefit coverage for eligible employees will continue until the end of the current month, or until the next premium is due, whichever is later.
2. Benefits for all employees shall become effective on the first day of the month after he/she has attained seniority.
3. All benefits shall be subject to the standard provisions set forth in the policy or policies.