

# AGREEMENT

BETWEEN THE

ATLANTA EDUCATIONAL SUPPORT  
PERSONNEL/MEA/NEA

AND

~~NOT~~  
~~BASED~~  
~~ON~~  
OK  
11-27-07

ATLANTA COMMUNITY SCHOOLS  
BOARD OF EDUCATION

60010  
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MEA  
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2007-2008	2008-2009	2009-2010

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# ARTICLE 1

## Agreement

This Agreement entered into this, 10<sup>th</sup> Day of October, 2007, by and between the Atlanta Educational Support Personnel Association-MEA/NEA, hereinafter called the "Union," and Atlanta Community Schools Board of Education, hereinafter called the "Employer."

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

## ARTICLE 2

### Purpose

#### 2.1 Agreement

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

#### 2.2 Dispute Resolution

The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

## ARTICLE 3

### Recognition

#### 3.1 Bargaining Unit Defined

The employer hereby recognizes the Atlanta Educational Support Personnel Association MEA/NEA, hereafter called the "Union" as the sole and exclusive bargaining representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

#### 3.2 Employees

The term "employee" shall include all (includes probationary) full-time and regular part-time, transportation, food service personnel, secretaries, and paraprofessionals, employed by the Atlanta Community Schools. Excluded are: head cook, transportation supervisor, superintendent's secretary, head bookkeeper, casual employees, per diem substitutes and all other employees.



## ARTICLE 4

### Extent of Agreement

#### 4.1 Severability

A. This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) workdays to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

B. This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the school district and the Union and constitutes the entire Agreement between all the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.

## ARTICLE 5

### Association Dues, Service Fees and Payroll Deductions

#### 5.1 Service Fees

A. Each employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association of an amount determined by the Association. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association deduct the Service Fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each employee as delineated in 5.3 A. Moneys so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.

B. Employees of the district who are not members of the Association, including local, state and national, shall join the Association as provided in A or pay a Service Fee as provided in A or pay the Al Poag Scholarship Fund an amount equivalent to the Service Fee as provided in A. In the event the employee shall not authorize such payments as provided for in A, the employer shall at the request of the Association, deduct the payments from the employee's wages as provided in A. Employees affected by this provision that elect membership in the Association or the payment of a Service Fee to the Association shall henceforth be subject to the provisions of A.

#### 5.2 Objections Policy

A. Pursuant to Chicago Teachers Union vs. Hudson 106 S CT 1066 (1986) The Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures". If any person paying service fees hereunder objects to the expenditure by the Association of any funds collected from him pursuant to provision 5.1B above, such person may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and

interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

B. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a part if it so desires, and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
3. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
4. If indemnification provision is found to be unlawful, the duty to make involuntary deductions shall cease.

### 5.3 Dues Deductions

A. Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments and Contributions for the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member for eighteen (18) pay periods, beginning in September and ending in June of each year.

B. Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, MEA-PAC/NEA-PAC contributions, MEA Financial Services Programs, deferred income plans allowed through a qualified Section 125 Plan or any other plans or programs jointly approved by the Association and Employer.

# ARTICLE 6

## Union Rights

### 6.1 Use of Facilities

The Union and its representatives, with appropriate scheduling with administration, shall have the right to use school facilities during reasonable hours for meetings. Meetings are to be held at times which do not interfere with or interrupt normal operations of the facility. If special custodial service is required, the Board may make a reasonable charge for use of the facility.

### 6.2 Mail

The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards in each building or facility to which employees may be assigned. The Union may use the district mail service and mailboxes for communications to Union members. All posted notices shall be in good taste and not derogatory in manner.

### 6.3 Equipment

The Union, with the approval of the administration, shall have the right to use school facilities and equipment, including word processing equipment, duplicating equipment, internet and email access, calculators, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Union shall pay for the prevailing cost of all materials and supplies incident to such use.

### 6.4 Union Business

Duly authorized representatives of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with or interrupt normal school operations.

### 6.5 Union Leave

At the beginning of each school year, the Union shall be allowed a maximum of six (6) days to be used by bargaining unit members who are officers or agents of the Union; such use to be at the discretion of the Union. The Union agrees to notify the Superintendent no less than one week in advance of taking such leave. The Union will provide the pay of the substitutes necessary during such leave.

## ARTICLE 7

### Employer Rights

A. The Board, on behalf of the public and electors of the district, retains all powers, rights, and authority to adopt reasonable rules or policies, to manage and direct the operations and activities of the Atlanta Community Schools to the extent authorized by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement. Such rights shall include:

1. Manage and control the school's business, equipment, and the operations, and to direct the working forces and affairs of the Employer.
2. Determine the number of shifts, hours of work, starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine job duties and content, determine the size of the work force, and to lay off employees subject to the terms of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work or changes, the institution of new and /or improved methods of change therein.
5. Adopt rules and regulations which shall be uniformly applied to all employees within the bargaining unit.
6. To hire employees and subject to the provisions of law, determine the qualifications, training, and conditions for continued employment, promotion and/or transfer.
7. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.

B. The Employer agrees to comply, as they pertain to the Atlanta Community Schools, the laws of the State of Michigan, with specific attention be given to the Michigan School Code and regulations promulgated by the Michigan State Board of Education, as well as all Federal laws. The Employer shall not knowingly direct or require a bargaining unit member to violate any Federal law, State law, and /or State or Federal Regulation.

C. None of the provisions of this Article shall be applied in a manner inconsistent with any other provisions of this Agreement.

## ARTICLE 8

### Bargaining Unit Member Rights and Protections

#### 8.1 Right to Organize

The Board and its representatives will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement, or applicable law or regulation, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Union at any time by the Employer provided this does not interfere with the operation or efficacy of education.

#### 8.2 Discipline and Discharge

A. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage, and discharge. Any such discipline of bargaining unit member performance shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed unless the employee does not want such discipline discussed. The employee will acknowledge on the letter of discipline their refusal of union representation.

#### B. Discipline System

The Board recognizes and subscribes to the philosophy of progressive discipline. The severity of the misconduct may justify omitting steps of progressive discipline, which are:

1. Verbal reprimand
2. Written reprimand
3. Paid suspension
4. Unpaid suspension
5. Discharge

#### C. Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter signed by the employee and the administrator taking the action. Signing is not an admission of guilt. The signature of the employee indicates receipt of the letter only. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard

#### D. Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator within twenty (20) workdays of said written disciplinary action. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

#### E. Representation

A bargaining unit member shall, at all times, be entitled to have present a representative of the Union during any meeting, which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present but this shall not delay the meeting more than seventy-two (72) hours.

### 8.3 Personnel Files

A. Each bargaining unit member shall have the right upon request to review the contents of their own personnel file except indicated confidential material from outside sources. The bargaining unit member has the right to add an objection or rebuttal to their personnel file in the presence of the Superintendent. A representative of the Association may, at the bargaining unit member's request, accompany the member.

B. No complaint, unless written, against a bargaining unit member by a parent, citizen of the district, or student, or reference thereto, may be placed in the personnel file without the complaint being previously drawn to the bargaining unit members attention. The bargaining unit member may attach a rebuttal to such a complaint within Twenty (20) workdays of placement in personnel file.



#### **8.4 Freedom of Information Act**

The Board agrees to notify the bargaining unit member when the Board receives a request for all or part of a member's personnel file under the Freedom of Information Act.

#### **8.5 Assault**

Any instance of assault upon a bargaining unit member, which has its inception in a school-centered problem, will be promptly reported in writing to the Superintendent or his designee. When the Board and union deem necessary, the Board shall provide assistance to the bargaining unit member in connection with the investigation of the incident by law enforcement and judicial authorities provided the bargaining unit member acted within their authority and consistent with Board policy and state law.

#### **8.6 Sexual Harassment**

The district's sexual harassment policy shall be distributed annually to all bargaining unit members.

#### **8.7 Drug/Alcohol Testing**

The district's drug/alcohol testing policy (5358) shall be distributed annually to all bargaining unit members.

## ARTICLE 9

### Grievance Procedure

#### 9.1 Definition

A. A claim by a bargaining unit member or the Association that there has been a violation of any provision of this Agreement may be processed as a grievance as follows, provided a written claim is filed with his immediate administrator and association within ten (10) calendar days from discovery of the violation.

B. The following matters shall not be the basis for any grievance filed under the procedure outlined in this article.

1. Employee evaluations.
2. Any matters for which there is an alternative administrative forum established by law or regulations.
3. Decisions within management's authority as long as it doesn't impact wages, hours, and working conditions.

#### 9.2 Procedure

A. Written grievances, to be considered, must contain as much of the following information as possible:

1. Contain a synopsis of relevant facts as to the nature of the alleged violation.
2. Be specific.
3. Cite the section or subsections of the contract alleged to have been violated.
4. Give the date of the alleged violation.
5. Specify the relief requested.
6. Be signed by the appropriate parties.

B. The grievant should first seek a solution by discussion with their immediate supervisor. If a satisfactory solution is not attained, the grievant may invoke the formal grievance procedure on the form set forth in Appendix B, signed by the grievant and/or a representative of the Association. Said form shall be available for the Association representative of each classification. A copy of the grievance form shall be delivered to the principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.

C. Within five (5) days of receipt of the grievance, the principal or supervisor shall meet with the grievant in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the grievant and Association.

D. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting (or ten (10) days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five days (5) the superintendent or his designee shall meet with the grievant on the grievance and shall include his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition, or if no disposition is made at the Superintendent level, it may, within Thirty (30) days after notification of the decision of the Superintendent, in writing, request the appointment of an arbitrator to hear the grievance. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.

F. Individual bargaining unit members shall not have the right to process a grievance to binding arbitration.

G. Neither party may raise a new defense or ground at Level Three not previously raised or disclosed at other written levels.

H. The arbitrator's decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.

I. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, or amend, or subtract from the terms of this Agreement.

J. If any grievance award shall include back pay, this award shall not extend more than thirty (30) days prior to the date of the Level One conference.

K. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.

L. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. If no response is received from administration, the grievance may proceed to the next step. In the event a grievance is filed after May 15<sup>th</sup> of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

M. If an individual has a personal complaint, which they desire to discuss with a supervisor, they may do so without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

N. "Days" shall be business days when the administrative office is open during the summer months and school days during the school year.

**ARTICLE 10**  
**School Closure/Dismissal**

**10.1 School Closing**

**A. Secretaries, Cook, Cook's Helpers, Paraprofessionals, and Bus Drivers:**

When an act of God, or an Employer directive, forces the closing of school, employees shall be paid when school is cancelled and such days are not required by the State of Michigan to be made up, and such days are not made up by Board of Education action. On days when school is cancelled and eventually made up, employees not required to report on the cancelled days will be paid when the days are made up.

**B. If Bus Drivers arrive for work due to inadequate notification on days that eventually will be made up, they shall receive pay for two (2) hours at regular time.**

Substitute drivers on a regular route shall be paid the regular rate.

**10.2 Employees Not Required to Report to Work**

Secretaries, kitchen staff, paraprofessionals, and bus drivers are not to report to work when an Act of God or employer directive forces the closing of school. On delay days, all staff should report to work on the revised delayed schedule.

**10.3 School Cancellation After Opening**

If school is canceled after employees have reported for work or after students have reported, employees shall be dismissed upon completion of their duties and excused from work with no loss of pay.

**10.4 School Year**

Employees will be paid for any make-up days they have to work in addition to the normal school calendar.

# ARTICLE 11

## Negotiations Procedure

### 11.1 Contract Durability

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until the expiration of this contract unless altered by mutual consent in writing between the parties as delineated in Article 4, Extent of Agreement.

### 11.2 Contract Maintenance

Representatives of the Employer and the Union will meet on an "as need" basis for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by pass the grievance procedure.

### 11.3 Negotiations

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside of the school district. While no final agreement shall be executed without ratification by the Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

### 11.4 Agreement

There shall be two (2) signed copies of any final agreement. Each, the Employer and the Union, shall retain one (1) copy.

Copies of this Agreement shall be printed at the expense of the Board and presented to all bargaining unit members now employed or hereafter employed by the Employer.

### 11.5 Subsequent Negotiations

Beginning not later than May 1 of the last contract year, negotiations will be undertaken for an agreement covering the next negotiated contract.

## ARTICLE 12

### Work Year/Day

#### 12.1 Work Year

The work year for employees shall be as follows:

Paraprofessionals            school year + 3 days

Food Service                school year + 2 days

Secretarial                  school year + 20 days

Secretarial/clerical employees begin work ten days before student's first day and ten days after students last day. With thirty days (30) notice, secretary/clerical employees may be requested to work during Christmas and/or Easter recess. They may be requested to work other days school is not in session when the need arises.

Transportation            school year

NOTE: School year is defined as the number of pupil instructional days.

#### 12.2 Work Day

By August 15 each year, employees will be notified of any changes in their work hours or workweek. If the employee's regular hours are changed during the work year they will be provided ten days advanced notice.

#### 12.3 Special Provisions

##### A. Bus Drivers:

1. As per scheduled run.
2. Runs shall be scheduled according to the System set out in Article 14, Conditions of Employment of this Agreement.

B. Employees, other than bus drivers, will be paid the IRS rate for mileage when their normal schedule is adjusted by being split into more than one work period in a day.

#### 12.4 Duty-Free Lunch

All full time and full school day employees, except bus drivers, shall receive a one-half (1/2) hour duty free lunch period.

#### 12.5 Breaks

All employees working more than 6 hours, except for bus drivers, will be entitled to two (2) fifteen (15) minute paid break periods. All relief time shall be scheduled with the employee's immediate supervisor.

#### 12.6 Overtime

Employees shall be compensated at one and one-half (1 ½) times their regular hourly rate of pay for all hours beyond 40 hours a week. Volunteers, within the classification, will be sought for overtime. If there are no volunteers, overtime will be assigned on a rotational basis.

#### 12.7 Substituting

Employees will substitute up. Employees working fewer hours than an absent employee will be bumped up to the absent employee's position based upon seniority. An outside substitute will fill in for the least hours remaining at the end of the bumping up process.

#### 12.8 Emergency Call-In

A minimum of two (2) hours shall be credited to an employee called in for an emergency situation. In such instances, the employee will only be required to deal with the emergency situation and not with other duties. If the emergency time credited is beyond the eight (8) hours already worked in a day or occurs on a Saturday, Sunday, or holiday, overtime shall be paid in accordance with the provisions of this Article.



# ARTICLE 13

## General Working Conditions

### 13.1 Unsafe Work

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well being.

### 13.2 Student Discipline

A. The Board recognizes its responsibility to provide administrative support and assistance to bargaining unit members with respect to the maintenance of student control and discipline, as the Board/administration in its professional judgment deem appropriate. Bargaining unit members recognize that they bear responsibility for maintaining proper control and discipline in their assigned work areas and disciplinary actions must be reasonable and just and in accordance with state law.

B. Bargaining unit members may use force as is necessary to protect them from attack or to prevent injury to another in accordance with school code. Bargaining unit members shall be expected to exercise reasonable care with respect to the safety of pupils and property.

C. Bargaining unit members have the obligation to report any suspected abuse cases to the proper authorities and to their immediate supervisor.

### 13.3 Medically Fragile Students

A. The Board will provide training and other support to a bargaining unit member who will be providing supervision or other services to a medically fragile student prior to requiring the employee to provide such services.

B. Bargaining unit members supervising a medically fragile student will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.

#### 13.4 Equipment

The Employer shall provide without cost to the bargaining unit member the following:

- A. Approved first aid kits and materials in all work areas.
- B. Adequate and approved safety equipment as determined by the administration, the Board or its designee and the Union including, but not limited to, goggles, shields, barriers, hard-hats, coveralls, and auditory protection devices.

# ARTICLE 14

## Conditions of Employment

### 14.1 Transportation

#### A. Open Routes:

1. When a route is open, seniority and the recommendation of the transportation supervisor shall determine who is appointed to the open route. An exception to seniority placement may be grieved. At the beginning of the school year, drivers will be given an opportunity to continue with their previous route.
2. Should any new run become available, it shall be posted in accordance with the posting procedures in Article 16, Vacancies, Transfers, and Promotions.
3. All transportation of students by school bus, for educational, instructional, enrichment, vocational, athletic or school-related purposes shall be considered bargaining unit work.

#### B. Rate of Pay:

1. Bus Drivers shall be paid for regular and extra trips at their normal hourly rate. The time shall be based upon the actual time of the trip plus one-half (1/2) hour per day allowed for sweeping/cleaning the bus, warm-up, fueling the bus, etc. The minimum amount paid time per run per day, per driver, shall be one-and-one half (1 ½) hours.
2. If a bus driver exceeds 40 hours per week, that bus driver shall be paid time-and-one half of their normal hourly rate for any time exceeding 40 hours in a week.
3. In case of a bus breakdown and a bus driver is requested to go to another bus to help, the bus driver involved shall fill out an extra trip form. When the slip is submitted to the office, the bus driver shall be paid at their normal hourly rate.
4. Bus drivers shall be paid for one-and-one half hours for pre-school staff meetings.

5. All regular route drivers shall be placed on the salary schedule and be entitled to the same pay increases. Benefits and longevity will not be paid on extra trips. All new drivers will serve a 90 work day probationary period.
6. Runs shall be timed, in a manner acceptable to both the Union and the District, during the second full week of the school year or during the second week after a run has been added. In the interim period, the prior year's time shall be used for pay computation and shall be considered valid. After timing, the timed rate by both the bus driver and the supervisor shall be used for pay computation effective with the following pay period. If the bus driver or transportation supervisor believes six (6) minutes or more has changed their driving time, they may ask for a corrective retiming at any time. Such retiming shall take place within five (5) working days. For purposes of run timing, time shall toll from the time the bus leaves the bus yard/lot.

C. Extra Trips:

1. Extra trips will be rotated among regular route bus drivers,
2. A field trip is defined as any transportation of students other than a regularly scheduled run.
3. If no bus driver willingly accepts a field trip, the least senior regular route driver may be required to take the field trip.
4. Field trips that leave during regular driving time shall be available to all bus drivers.
5. A Bus Driver will not be assigned an extra bus trip should they become eligible for overtime pay unless the trip would result in overtime to all bus drivers. If a driver is denied an extra trip for this reason, the Bus Driver will still be eligible for the next trip which would not require overtime.

D. Preparation of Busses/Down Time:

1. Bus Drivers are responsible for the safety checklist that has been determined by the transportation supervisor. They are responsible for fueling and sweeping/cleaning the interior of the buses to which they are regularly assigned.

2. Bus Drivers who are assigned a field trip shall have fifteen (15) minutes added to the accumulated time of the trip for the safety check as outlined above. Exceptions for cleaning unusually dirty busses must be brought to the attention of the transportation supervisor.
3. Bus Drivers shall be paid for all of the time a Bus Driver is on duty "On duty" means that the driver is away from the central bus storage station waiting to complete the transportation of students.

E. Bus Driver Responsibilities:

1. To submit all pupil/vehicle data to the Transportation Supervisor
2. To submit to the Transportation Supervisor daily reports on the condition of the bus and fuel and oil consumption. This shall include written reports of bus defects as they occur.
3. Meet all state requirements to operate a school bus. Failure to meet these requirements will result in, at the least, a temporary loss of employment.

F. Board Responsibilities:

1. Physical examinations required for driving a school bus will be paid for by the Board of Education. The Board may specify the doctor or clinic to give the examination. Bus Drivers choosing to go to their own physician will be reimbursed up to the rate of the Board specified exam.
2. The Board shall pay newly hired bus drivers for required classroom instruction needed for certification per P.A. 187.
3. The Board shall pay 50% of the cost of the required commercial driver's license.
4. The Board of Education shall pay the fee for any required road test.
5. New Bus Drivers are paid to learn new routes.

G. Meal/Lodging Reimbursement:

1. Cost of meals and lodging when necessary on a bus trip may be approved for reimbursements to the bus driver when they submit the proper receipts to the Transportation Supervisor.

2. The district travel policy will determine the reimbursement for meals.
3. For trips that exceed eight (8) hours in length, the district travel policy meal reimbursement will be in place. Regular runs will count toward the eight (8) hours if consecutive.
4. On overnight trips, the bus driver is considered to be off duty once they have completed their responsibilities. The next day starts one-half (1/2) hour prior to leave time.

H. Surveillance:

No electronic devices of any kind (such as, but not limited to, video cameras or other mechanical devices, etc.) shall be used on school busses without the driver's knowledge.

14.2 Food Service:

A. Kitchen work generated by non-school groups who use the school facilities shall be handled in accordance with the posting and overtime provisions of this contract. A food service employee must be present whenever a group uses the kitchen facility for the preparation of food.

B. Food service employees who are responsible for transporting food shall be compensated for their time and mileage if they use their personal vehicles.

14.3 Miscellaneous:

A. No employee shall be required to work in a facility alone

B. Bargaining unit members required, in the course of their work, to drive personal vehicles shall receive a mileage allowance equal to the amount as set by the IRS. The same allowance shall be given for use of personal vehicles for approved business of the district, provided the school does not supply transportation.

14.4 Paraprofessionals:

Paraprofessionals shall not be asked or expected to perform personal work for teachers, administration, or others. Personal work is anything not associated with the operation of the Atlanta Community Schools.

## ARTICLE 15

### Seniority

#### 15.1 Seniority Defined

Seniority shall be computed from the first day of reporting to work within this bargaining unit and shall be defined to mean the amount of time continuously employed as a unit member within a classification(s) of the Union. In the event that more than one individual employee has the same starting date of work, their position on the seniority list shall be determined by drawing lots.

#### 15.2 Probation

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their date of hire. The probationary period shall be ninety (90) calendar days. During the probationary period, the employee may be discharged with or without cause and have no recourse through the grievance procedure.

#### 15.3 Classifications

For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:

- A. Paraprofessional
- B. Food Service
  - 1. Cook
  - 2. Cook Helper
- C. Bus Driver
- D. Secretarial

All seniority shall be based on bargaining unit seniority within the above classifications.

#### 15.4 Seniority List

The Board shall prepare and enclose a current seniority list of the bargaining unit members in each classification of the district with the first payroll check in October of each school year. Such list shall include the first date of reporting to work. Within ten (10) school days of posting the list, bargaining unit members may file written objections. Thereafter, the list shall be final until the next list comes out.

## 15.5 Seniority Lost

An employee will lose seniority for the following reasons:

- A. Resignation
- B. Discharge
- C. Retirement
- D. Transfer to a non-bargaining unit position.



## ARTICLE 16

### Vacancies, Transfers, and Promotions

#### 16.1 Vacancy Defined

A vacancy shall be defined as a newly created position or a present position that is not filled.

#### 16.2 Vacancy Posting

All vacancies shall be posted on lounge and offices bulletin boards in each building of the district. Said posting shall contain the following information:

- A. Type of work/Classification
- B. Starting date
- C. Rate of pay as per negotiated contract
- D. Hours to be worked
- E. Responsibilities and minimum qualification

#### 16.3 Vacancy Notification

Interested bargaining unit members may apply in writing to the Superintendent, or designee. The superintendent will notify the union president or designee of all vacancies occurring during the summer months.

#### 16.4 Award of Vacancies

Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be offered to qualified applicants from other classifications.

#### 16.5 Selection

The Employer shall make known its decision, after Board approval, as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.

## 16.6 Transfer Rights

Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid either the rate of the position from which he is transferred or the pay rate of the position to which they are transferred, whichever is higher.

## ARTICLE 17

### Reduction in Personnel, Layoff, and Recall

#### 17.1 Layoff Defined

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition.

#### 17.2 Layoff Notice

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified in writing of said layoff at least thirty (30) calendar days prior to the effective date of the layoff.

#### 17.3 Layoff Procedures

In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. In no case shall the Employer employ a new employee while there are laid-off bargaining unit members who meet the minimum qualifications as the position is posted.

#### 17.4 Substitute Priority

A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.

Laid-off bargaining unit members may continue their health, dental and vision benefits under COBRA, by paying the regular monthly subscriber group rate premium for such benefits to the Employer. (As described in the COBRA Act of 1986.)

#### 17.5 Recall

Laid-off bargaining unit members shall be recalled in order of seniority, to any position for which they meet the minimum qualifications as the position is posted. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled bargaining unit member shall be given five (5) work days from receipt of notice to notify the Employer of his/her intent to return 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 fifteen (15) work day period.

Bargaining unit members recalled to the same number of hours worked prior to layoff for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights.

Acceptance or refusal of recall to a position, which is lower in pay and/or benefits than the position from which the bargaining unit member was laid off, shall not affect his/her rights to recall to an equivalent position.

#### 17.6 Length of Recall Rights:

Laid off bargaining unit member shall retain recall rights for a period of three (3) years.

## ARTICLE 18

### Sick Leave

#### 18.1 Sick Leave

A. At the beginning of each work year, each bargaining unit member shall be credited with sick leave in accordance with the table below. Employees will be entitled to accumulate sick leave up to one hundred eighty days (180) at the rate of one (1) day for each month worked, provided that the employee actually works 75% of the scheduled workdays. Paid leave days shall be counted as days worked. The unused portion of which shall accumulate from year to year up to 180 days.

B. The employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member. The unused portion of such allowance shall accumulate from year to year up to 180 days.

C. A terminal leave payment for each accumulated unused sick leave day of twenty dollars (\$20.00) will be paid provided the employee shall have been employed in the school district for at least ten (10) years of continuous service. Employees must leave in good standing to be eligible for terminal leave pay.

D. Bargaining Unit Members receiving full benefits will be compensated at the rate of fifty dollars (\$50) per unused sick day at the end of each year, for all days over one hundred eighty (180) accumulated days. Paraprofessionals, bus drivers, and food service staff will be compensated at the rate of twenty dollars (\$20.00) per unused sick day at the end of each year, for all days over one hundred eighty (180) accumulated days.

#### 18.2 Sick Leave Table

Food Service, Bus Drivers	10 days
Secretary, Paraprofessional	

#### 18.3 Sick Day Usage

Sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

A. Personal Illness or Disability – The bargaining unit member may use all or any portion of their leave to recover from an illness or disability.

B. The Board may request a doctor's statement before allowing a bargaining unit member to resume their duties following sick leave.

C. If the Board has reasonable cause to suspect a bargaining unit member has abused the provisions of this article, the Board may request a doctor's statement before compensating the member, provided the Board has presented their case to the member.

#### 18.4 Emergency Illness in Family

Bargaining unit members required to be absent because of an emergency illness of any immediate family member as defined below, may draw their regular salary, not to exceed ten (10) days in any one (1) year. Emergency illness absence days will be deducted from sick leave days.

#### 18.5 Immediate Family

Immediate family shall be defined as spouse, children or step-children, parents or step-parents, brothers or step-brothers, sisters or step sisters, grandparents or grandchildren, foster children, son-in-law, daughters-in-law, of the bargaining unit member and/or spouse, brothers-in-law and sister-in-law.

#### 18.6 Extended Illness

A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence under the Unpaid Leave provisions of this Agreement (Article 20 – Unpaid Leaves of Absence).

#### 18.7 Work Related Illness/Disability

Any bargaining unit member who is absent because of an injury or disease covered under the Michigan Worker's Compensation Law shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and his regular salary, to the extent and until such time as the bargaining unit member shall have used up any accumulated "sick leave" provided herein.

The Board's contribution shall be pro-rated against the accumulated "sick leave."

The "sick pay" will be computed on the basis of the bargaining unit member's pro-rated salary per day at the time they become absent because of injury or disease.

## ARTICLE 19

### Other Paid Leaves

#### 19.1 Personal Business/Emergency Leave

A. As per chart below, personal/emergency leave allowance may be used for personal/emergency business in a minimum of ½ day increments. Additional days may be granted and charged against sick leave if approved by the superintendent. The purpose of this leave is to relieve bargaining unit members in situations over which they have no control.

B. Personal business means a business activity that requires the bargaining unit member's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. It is understood that these days are not intended to be used for recreation/vacation purposes or in order to engage in other gainful employment.

C. An application for a personal business/emergency leave must be submitted in writing at least five (5) school days in advance, except in the event of an emergency\*. Legal matters are an acceptable reason for personal business. No explanation for these days is necessary. If, after use of the leave time, the District suspects a misuse of a personal business/emergency day absence, the superintendent or his designee may ask a bargaining unit member to verify proper use of the leave. (Sick days shall be used for the individual bargaining unit member's doctor appointment(s).)

\*Emergency is defined as a sudden, generally unexpected, occurrence or set of circumstances demanding immediate action.

D. Personal business/emergency leave days shall not be granted for the days preceding or the days following holidays or vacations, and the first and last days of the school year except in emergency.

E. Bargaining unit members shall have their sick leave bank credited for all unused personal business, non-restricted use days, and/or emergency days at the conclusion of the school year.

F. Bargaining unit members shall affirm that use of Personal Business/Emergency Leave day is not used for recreation/vacation purposes or to engage in gainful employment. Abuse of this leave provision will result in progressive disciplinary measures, as delineated in Article 8 (Bargaining Unit Member Rights and Protections), paragraph 8.2 B, starting at written reprimand.

Personal Business/ Emergency Days

Secretaries/Bus Drivers/  
Food Service/Paraprofessionals

2

**19.2 Jury Duty Leave**

There shall be no deduction of salary for compulsory absence for jury duty or when subpoenaed to appear in court for school student/parent related business. The employee shall receive full compensation and benefits for such time with any pay received for appearing in court being returned to the Board. Employees are entitled to keep mileage and lodging reimbursements.

Employees shall report to work if released early or not required to attend.

**19.3 Bereavement Leave**

A. Bargaining unit members absent from duty because of the death of a member of the immediate family, or a relative with whom they may at the time be living, may draw a regular salary not to exceed three (3) days per occurrence. These days are independent of sick leave and personal business days and are non-cumulative. When additional days are needed, such days shall be deducted from personal business days. When personal business days are not available, sick days may be used.

B. The term "immediate family" in this section will be defined to include spouse, children or step-children, parents or step-parents, brothers or step-brothers, sisters or step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law, of the bargaining unit member and/or spouse, brothers-in-law, sisters-in-law, and an individual living with the bargaining unit member on a non-commercial basis.

C. One day deducted from sick leave per occurrence shall be granted for the death of persons not qualifying under "immediate family" may be requested from the superintendent or designee after exhaustion of personal day absence. This may include but not be limited to an aunt, uncle, cousin, or close personal friend.



## ARTICLE 20

### Unpaid Leaves of Absence

A. Upon written application, a bargaining unit member may be granted a leave of absence for up to one (1) year without pay because of illness or accident, becomes physically unable to report for work, and other Board approved reasons.

B. In the case of illness, accident or injury, the employee shall supply the employer with a certificate from a medical or osteopathic doctor of the necessity for such absence, the diagnosis, prognosis, anticipated date of return, and any other relevant information. The employer may request an independent physician's examination to confirm disability. Sick leave and FMLA must be used prior to this Unpaid Leave provision.

C. Bargaining unit members on military leave shall be subject to return rights as specified under state and federal laws.

D. No seniority or salary schedule credit shall accrue during such leave except as required by law.

E. Further extensions may be granted at the will of the Board. Upon return, the bargaining unit member shall be assigned to the same or similar position. No seniority or salary schedule credit shall accrue during such leave, except as required by law.

F. It is understood that any bargaining unit member eligible for leave under the guidelines of the Family/Medical Leave Act may exercise those rights upon application to the Board's designee.

G. Leaves of absence may be granted at the discretion of the employer for reasons other than those listed above when they are deemed beneficial to the employer and the employee. Leaves for educational reasons, care for a seriously ill parent, spouse, or child are acceptable.

H. Denials of Leave of Absence requests may be appealed to the Board.

# ARTICLE 21

## Holidays

- A. To qualify for holiday pay, an employee must be on the payroll of the employer, completed the probationary period and not on a leave of absence.
- B. All full-time, 12-month employees shall have the following days off with pay. Holidays 1, 2 and 3.
- C. Secretaries shall have the following days off with pay. Holidays 1 and 2.
- D. Paraprofessionals, bus drivers, and food service employees shall have the following days off with pay. Holidays 1.
- E. The employer will pay the normal day's pay for the following holidays even though the employee performs no work.
- F. Employees required to work on any of the above named holidays shall receive double time (2X) for all hours worked in addition to the regular pay.
- G. When the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay; and in the event that the scheduled holiday falls on a Sunday, employees shall receive the Monday after the holiday off with pay. If either the Friday prior to the holiday or the Monday after the holiday are school session days, the eligible employees shall be granted a day off with pay for the holiday on a date that is mutually agreeable to the employee and employer.

Holidays: The following holidays shall be paid to employees as stated above.

1. Thanksgiving Day  
Christmas Day \*\*\*  
New Years Day \*\*\*  
Easter Day
2. Friday before Labor Day  
Labor Day  
Safety Day  
Day after Thanksgiving  
Good Friday  
Memorial Day  
December 24 \*\*\*  
December 31 \*\*\*

\*\*\* Day after when the holiday falls on Sunday, day before when a holiday falls on Saturday.

## ARTICLE 22

### Vacations

#### 22.1 Vacation:

Twelve (12) month employees shall receive paid vacation time.

A written request for vacation must be submitted to the Superintendent or his designee and approved prior to any vacation. Application for vacation time must be submitted in writing at least five (5) school days in advance.

Said vacation time may be used by bargaining unit members at times of the bargaining unit member's choosing, subject to the approval of the Superintendent or his designee.

Vacation time is not cumulative.

Bargaining unit members are encouraged to take vacation time when it will be least disruptive to the educational process.

Vacation time shall be computed as of each employee's anniversary date on the basis of the following schedule:

After one full year of service	1 week vacation
After 2 – 4 full years of service	2 weeks vacation
After 5 – 14 full years of service	3 weeks vacation
After 15 – 24 full years of service	4 weeks vacation
After 25 years or more	5 weeks vacation

## ARTICLE 23

### Bargaining Unit Member Evaluations

A. Any evaluation of any employee's work performance shall be done openly with full knowledge of the employee by the employee's supervisor, or designated representative. The employee will be informed when they are up for evaluation. Conflicts and concerns need to be brought to the employee's attention.

B. The employee's supervisor shall prepare and submit a written report and recommendations for improvement (if needed) to the employee. Evaluations shall be based on the employee job description for the position.

C. Within 15 days of receiving the written evaluation, the employee and supervisor shall meet in a post-evaluation conference for the purpose of clarifying the written evaluation and recommendations.

D. If the supervisor believes the employee is doing unacceptable or less than acceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve.

E. The evaluation report shall be signed by both the evaluator and the employee evaluated, although the employee's signature shall only indicated their awareness of its contents and shall in no way be construed to denote agreement with the contents.

F. If the bargaining unit member disagrees with the evaluation or recommendations, they have the right to attach an explanation or rebuttal to the report within 10 school days from the post-evaluation conference date, which shall be attached to the file copy of the evaluation.

G. An initial evaluation of the probationary employee's work shall be completed 60 days from date of hire, following the procedure, of the provision. The second evaluation will be completed by the end of the probationary period.

H. Non-probationary bargaining unit members shall be evaluated once every two years, (July 1 – June 30) or more often if determined by the immediate supervisor.

I. Each bargaining unit member's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of the bargaining unit member is \_\_\_\_ Satisfactory, \_\_\_\_ Unsatisfactory (Check one)."

J. Termination: In the event the non-probationary bargaining unit member is not continued in employment, the employer will advise the employee of its reasons therefore in writing with a copy to the Association.

\*\* Days in this article shall mean workdays.

## ARTICLE 24

### School Improvement

A. The Board and the Association hereby recognize and acknowledge the responsibility of the school district to engage in the school improvement process according to the provisions of Section 1277 of the Michigan Revised School Code, MCL 380.1277. However, it is understood that any recommendations for changes in operations or policies that affect or have an impact upon the wages, hours and/or other terms and conditions of employment of any bargaining unit members shall be subject to the bargaining obligation as prescribed in Section 15 of the Michigan Public Employment Relations Act, MCL 423.215 prior to being adopted and/or implemented to the extent required by law and will not be adopted and/or implemented contrary to any valid and enforceable provision of this Agreement in effect unless otherwise required by law.

B. Participation in the development, review and evaluation of the school district's school improvement plans by a bargaining unit member shall be voluntary unless otherwise required by law. The participation or nonparticipation of a bargaining unit member in the development, review, and evaluation of the school district's school improvement plans will not be used as a criterion for evaluation, discipline or discharge unless such participation is required by law.

C. Such representation shall be with full release time with no loss of pay for meetings scheduled during regular work hours.

**ARTICLE 25**  
**Compensation**

**25.1 Wage and Salary Schedule**

See Appendix A

**25.2 Terminal Leave**

See Article 18, Sick Leave, paragraph C.

# ARTICLE 26

## Insurance

**26.1 Health Insurance**

MESSA Choices II \$5/10 RX

**26.2 Dental Insurance**

Delta Dental 80/80/80 \$1,000.00 Class I, II, III A  
80:\$3,000.00 Class IV Lifetime Max  
Two Cleanings per Year  
Sealants No  
No Adult Orthodontic

**26.3 Vision Insurance**

MESSA VSP 2-Silver

**26.4 Long Term Disability**

MESSA LTD:

60% Maximum Eligible Salary  
\$2500.00 Maximum Monthly Benefit  
90 Calendar Days

**26.5 Life Insurance**

Life volume w/AD&D \$1,000.00

**26.6 Eligibility For Insurance**

**A. Secretaries**

The Board of Education shall pay the following insurance premiums:

- 100% of health, 100% vision, 100% dental, 100% LTD insurance, and 100% life insurance (\$1,000.00).

**B. Food Service – Cook/Cook Helper**

The Board of Education shall pay the following insurance premiums:

- 50% of health, 100% of dental, 100% of vision-insurance, 100% LTD insurance, and 100% life insurance (\$1,000.00).

The employee paid percentage of these insurance premiums shall be deducted from their pre-tax payroll and placed into a Cafeteria Plan.



C. **Paraprofessional**

The Board of Education shall pay the following insurance premiums:

- 50% of health, 100% of dental, 100% of vision insurance, 100% LTD insurance, and 100% life insurance (\$1,000.00).

The employee paid percentage of these insurance premiums shall be deducted from their pre-tax payroll and placed into a Cafeteria Plan.

D. **Transportation – Bus Driver**

The Board of education shall pay the following insurance premiums:

- 50% of health, 100% of dental, 100% of vision insurance, 100% LTD insurance, and 100% life insurance (\$1,000.00).

The employee paid percentage of these insurance premiums shall be deducted from their pre-tax payroll and placed into a Cafeteria Plan.

ARTICLE 27

Duration of Agreement

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until the 30th day of June, 2010.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 12<sup>th</sup> day of November, 2007.

UNION

EMPLOYER

By \_\_\_\_\_  
Kathleen A. Weaver, President

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

By \_\_\_\_\_  
Charles T. Herring, Spokesperson

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

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Trustee

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## APPENDIX A

2007-2008 0%  
SALARY SCHEDULE

JOB DESCRIPTION	FULL TIME	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 8	YEAR 11	YEAR 14	YEAR 15
<b>PARAPROFESSIONAL</b>									
Basic	\$8.83	\$9.09	\$9.37	\$9.66	\$9.81	\$9.86	\$9.96	\$10.06	\$10.16
Associate Degree	\$9.09	\$9.37	\$9.66	\$9.95	\$10.10	\$10.15	\$10.25	\$10.35	\$10.45
BA	\$9.37	\$9.66	\$9.95	\$10.26	\$10.41	\$10.46	\$10.56	\$10.66	\$10.76
Secretary(ies)	\$13.06	\$13.46	\$13.86	\$14.28	\$14.43	\$14.48	\$14.58	\$14.68	\$14.78
<b>FOOD SERVICE</b>									
Cook	\$10.51	\$10.82	\$11.15	\$11.48	\$11.63	\$11.68	\$11.78	\$11.88	\$11.98
Cook's Helper	\$9.98	\$10.28	\$10.60	\$10.91	\$11.06	\$11.11	\$11.21	\$11.31	\$11.41
<b>TRANSPORTATION</b>									
Bus Driver	\$15.58	\$16.06	\$16.54	\$17.04	\$17.19	\$17.24	\$17.34	\$17.44	\$17.54

## APPENDIX A

2008-2009 1.5%  
SALARY SCHEDULE

JOB DESCRIPTION	FULL TIME	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 8	YEAR 11	YEAR 14	YEAR 15
<b>PARAPROFESSIONAL</b>									
Basic	\$8.96	\$9.23	\$9.51	\$9.80	\$9.96	\$10.01	\$10.11	\$10.21	\$10.31
Associate Degree	\$9.23	\$9.51	\$9.80	\$10.10	\$10.25	\$10.30	\$10.40	\$10.51	\$10.61
BA	\$9.51	\$9.80	\$10.10	\$10.41	\$10.57	\$10.62	\$10.72	\$10.82	\$10.92
Secretary(ies)	\$13.26	\$13.66	\$14.07	\$14.49	\$14.65	\$14.70	\$14.80	\$14.90	\$15.00
<b>FOOD SERVICE</b>									
Cook	\$10.67	\$10.98	\$11.32	\$11.65	\$11.80	\$11.86	\$11.96	\$12.06	\$12.16
Cook's Helper	\$10.13	\$10.43	\$10.76	\$11.07	\$11.23	\$11.28	\$11.38	\$11.48	\$11.58
<b>TRANSPORTATION</b>									
Bus Driver	\$15.81	\$16.30	\$16.79	\$17.30	\$17.45	\$17.50	\$17.60	\$17.70	\$17.80

## APPENDIX A

2009-2010 1.5%  
SALARY SCHEDULE

JOB DESCRIPTION	FULL TIME	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 8	YEAR 11	YEAR 14	YEAR 15
<b>PARAPROFESSIONAL</b>									
Basic	\$9.10	\$9.36	\$9.65	\$9.95	\$10.11	\$10.16	\$10.26	\$10.36	\$10.47
Associate Degree	\$9.36	\$9.65	\$9.95	\$10.25	\$10.41	\$10.46	\$10.56	\$10.66	\$10.77
BA	\$9.65	\$9.95	\$10.25	\$10.57	\$10.72	\$10.78	\$10.88	\$10.98	\$11.09
Secretary(ies)	\$13.45	\$13.87	\$14.28	\$14.71	\$14.87	\$14.92	\$15.02	\$15.12	\$15.23
<b>FOOD SERVICE</b>									
Cook	\$10.83	\$11.15	\$11.49	\$11.83	\$11.98	\$12.03	\$12.14	\$12.24	\$12.34
Cook's Helper	\$10.28	\$10.59	\$10.92	\$11.24	\$11.39	\$11.45	\$11.55	\$11.65	\$11.75
<b>TRANSPORTATION</b>									
Bus Driver	\$16.05	\$16.55	\$17.04	\$17.56	\$17.71	\$17.76	\$17.86	\$17.97	\$18.07

ATLANTA – ESP  
GRIEVANCE REPORT FORM

GRIEVANCE # \_\_\_\_\_ ATLANTA COMMUNITY SCHOOLS DISTRIBUTION OF FORM

- 1. SUPERINTENDENT
- 2. PRINCIPAL/SUPERVISOR
- 3. ASSOCIATION
- 4. TEACHER

GRIEVANCE REPORT

SUBMIT TO PRINCIPAL/SUPERVISOR IN DUPLICATE

BUILDING	ASSIGNMENT	NAME OF GRIEVANCE	DATE FILED
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STEP 2

A. DATE CAUSE OF GRIEVANCE OCCURRED \_\_\_\_\_

B. 1. STATEMENT OF GRIEVANCE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. RELIEF SOUGHT \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE	DATE
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C. DISPOSITION BY PRINCIPAL/SUPERVISOR \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE	DATE
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D. POSITION OF GRIEVANT AND/OR ASSOCIATION \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE	DATE
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IF ADDITIONAL SPACE IS NEEDED IN REPORTING SECTIONS B1 & 2 OF STEP 2, ATTACH AN ADDITIONAL SHEET.

STEP 3

A. DATE RECEIVED BY SUPERINTENDENT OR DESIGNEE \_\_\_\_\_

B. DISPOSITION OF SUPERINTENDENT OR DESIGNEE \_\_\_\_\_

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\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

C. POSITION OF GRIEVANT AND/OR ASSOCIATION \_\_\_\_\_

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\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

STEP 4

A. DATE SUBMITTED TO ARBITRATION \_\_\_\_\_

B. DISPOSITION & AWARD OF ARBITRATOR \_\_\_\_\_

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\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE OF DECISION