

MENOMINEE AREA PUBLIC SCHOOLS  
MENOMINEE, MICHIGAN

WORKING REGULATIONS FOR  
LIBRARY ASSISTANTS

EFFECTIVE DATE: JULY 1, 2009 - JUNE 30, 2012

"It is the school district's policy not to discriminate on the basis of gender, religion, race, color, national origin, age, height, weight, marital status, disability or retaliation in educational program, activities or employment."

## TABLE OF CONTENTS

NUMBER OF ARTICLE	PAGE
Recognition	3
WORKING REGULATIONS:	
I. Sick Leave	3
II. Funeral Leave	4
III. Personal Business	4
IV. Jury Duty	4
V. Probationary Employees	5
VI. Coffee and/or Rest Breaks	5
VII. Work Week	5
VIII. Longevity	5
IX. Overtime	5
X. Employee Evaluation	5
XI. Shared Work	5
XII. Transfer and Vacancies	6
XIII. Early School Closing	6
XIV. Lay-Off	6
XV. Activity Passes	6
XVI. Transfer of Service	6
XVII. Insurance	6
XVIII. Holidays	7
XIX. Duration of Agreement	7
Board Rights	7
Schedule "A" 2009-10	8
Seniority List	9

## RECOGNITION

The Board of Education recognizes that these working regulations pertain to part-time (less than forty (40) hours per week) Library Assistants.

**CONTRACT YEAR:** The District will agree that the normal work year for a Library Assistant will be the number of instructional days plus four (4) work days. This will include the number of instructional days, the beginning and ending staff work day, and two additional days to be determined by each building principal. These two additional days could be prior to the start of the school year, at the end of the school year, the traditional conference day, records day, or a combination thereof.

### WORKING REGULATIONS FOR LIBRARY ASSISTANTS

EFFECTIVE DATE: JULY 1, 2009 THRU JUNE 30, 2012

#### I. SICK LEAVE - Absence in case of personal illness

1. All Library Assistants absent from duty on account of their own personal illness shall be paid their full salary, ten (10) days during any school year, excepting when additional sick days have been accumulated in that employee's sick bank.
2. The total unused portion of the sick leave may accumulate to one hundred ten (110) days. One (1) sick leave day shall be added to each employee's sick leave bank upon completion of one (1) full month of employment by the employee, ten (10) days per year.
3. Up to five (5) days of an employee's annual sick days may be used by the employee for the serious illness of his or her immediate family. Immediate family means the employee's own spouse, child, dependent, parents and parents-in-law. Serious illness means illness that requires the services of a physician.
4. The Board of Education reserves the right to require proof of personal injury or sickness by a doctor's certificate when returning from a sick leave.
5. A new employee shall be credited with sick leave while he/she completes his/her probationary period (see "V-Probationary Employees".) However, he/she shall be docked a day's pay for such days if he/she does not complete the probationary period.
6. An employee whose personal illness, as certified by a duly qualified physician, extends beyond the expiration of his/her paid sick leave, may be granted a leave of absence, without pay, by the Board of Education for the duration of his/her illness, not to exceed one (1) year. Such leave will not be granted to probationary employees. Request for such leave shall be made in writing, to the Board of Education. The Board may require medical certification at any time that the employee is able to continue employment.

7. An employee granted such unpaid leave shall not be eligible for fringe benefits, accrue retirement, sick leave, or seniority during the period of such leave.
  8. Employees, who work an average of more than 20 hours per week and who use less than four (4) sick leave days in the period twelve months prior to the last day of June in each year of this agreement, will receive seventy dollars (\$70) on the first pay period thereafter.
  9. A pool of ten (10) non-accumulative days will be established each year by the district to be used by library assistant personnel who have used all other available paid leave. Days may be used from the bank for long-term continuous illnesses, medical operations, or injuries, in which the employee will miss work for a minimum of two weeks. No individual employee may use more than five (5) days from the bank in a school year. A committee consisting of two (2) library assistants and two (2) central office administrators will review and make a determination for each request made to use the sick leave bank. In the event the committee cannot reach a decision the superintendent shall render a final decision.
- II. FUNERAL LEAVE – An employee may be allowed up to three (3) working days, with pay, as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day, with pay, not to be deducted from sick leave.
- III. PERSONAL BUSINESS
1. An employee shall be entitled to two personal days per fiscal year. The representative of the Board of Education shall determine, by previous arrangement, the validity of this leave. Except in case of emergency, employees will provide adequate advance notice. Personal and business days not used may be accumulated to a maximum of two (2) business days for future use. After two (2) business days are accumulated, the maximum available in a given year would be two (2) personal days and two (2) business days.
  2. Such leave shall be used for matters which cannot be scheduled outside regularly scheduled hours of work and shall be made in writing through the employee's supervisor and shall include the reason for the request.
  3. It is understood that it is not the intent of personal leave to extend a vacation, holiday, weekend or sick leave. The Board of Education has the right to deny personal business days if it will disrupt the normal operation of the department in question.
- IV. JURY DUTY – Any Library Assistant who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

- V. **PROBATIONARY EMPLOYEES** – New employees shall be considered as probationary for the first ninety (90) consecutive working days of their employment. The probationary period (90 consecutive working days) shall be accumulated within not more than nine (9) working months. When the employee finishes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority and benefits from the date of hire. There shall be no seniority among probationary employees. Probationary employees may be subject to discharge with or without cause or notice.
- VI. **COFFEE AND/OR REST BREAKS** – Employees may be permitted coffee and/or rest breaks in the morning and afternoon. The break shall not exceed fifteen (15) minutes per break. Supervisors will set up periods for their breaks. Breaks will be taken at the assigned time. Coffee and/or rest breaks shall not be used for:
1. Combining two (2) breaks into one (1) thirty (30) minute period.
  2. “Banking” break time from day to day, to:
    - a. leave work early;
    - b. have break at different time during day;
    - c. request compensatory time off.
- VII. **WORK WEEK** – The normal work week for employees shall be thirty (30) hours per week and will conform to the office hours set by the superintendent or his designee. Exceptions to any of the above shall be granted only upon authorization and verification of the superintendent or his designee.
- VIII. **LONGEVITY** – An employee shall qualify for a longevity allowance after ten (10) years of uninterrupted service to the district in the same employee classification, or as determined in the “TRANSFER OF SERVICE” section of this agreement. The longevity rate shall be thirty dollars (\$30) per year of service, to be added on to the employee’s annual salary per schedule “A”. The employee must submit a request to the business office, in writing, for the commencement of the longevity payment. Employees who were originally hired to start at the beginning of a particular school year will count their first year of service as of their starting date for the beginning of the first school year.
- IX. **OVERTIME** – Overtime may be claimed for hours approved by the building Administrator and Superintendent, or designee, and shall be paid at corresponding equivalent hourly rate for all hours in excess of forty (40) paid hours per week or ten paid hours per day. Such overtime is not to be for casual or minor work time extensions, but should be defined, approved overtime work periods of more than an hours duration.
- X. **EMPLOYEE EVALUATION** – Each library assistant will be evaluated a minimum of once every three (3) years. Evaluations will be conducted by the building administrator or immediate supervisor and be completed by June 1. The evaluation may consist of self-evaluation, observation, job target performance, and/or performance review. The employee may have an opportunity to respond to evaluation comments in written form, to be attached within 10 days.
- XI. **SHARED WORK** – The district reserves the right to temporarily move employees in the library assistant classification to another building to provide assistance to their library.

- XII. TRANSFER AND VACANCIES – All new positions or vacated positions in the Library Assistants classification shall be posted with each member for five (5) work days. Employees may request transfer in writing. The position shall be awarded based upon qualifications and seniority.
- XIII. EARLY SCHOOL CLOSING – Library Assistants will not report on days when school is closed due to emergency conditions. Library Assistants will be paid for the first three days in which school is closed for emergency reasons. If school is closed for additional days, Library Assistants will not be paid unless missed days are rescheduled. If missed days are rescheduled, Library Assistants shall report to work and be compensated for working their regular schedule.
- XIV. LAY OFF
1. Seniority for purposes of this Article, shall be defined as continuous employment from the first day of work of the last date of hire.
  2. In any necessary reduction of Library Assistants, the Library Assistant with greater seniority shall be given preference over a Library Assistant with less seniority to retain her/his employment, providing no loss in efficiency would occur.  
  
In proper cases, exceptions may be made. Skill, experience and ability shall be considered.
  3. When Library Assistants whose services have been so terminated, are to be re-employed, those having the greater seniority shall be recalled first, providing no loss in efficiency would occur. Recall rights shall be maintained for two (2) years or the length of their seniority, whichever is less. An employee must accept a recall in writing within ten (10) days following recall notice.
  4. Any library assistant laid off and then recalled without loss of wages for his/her regular assignment must reimburse the district for unemployment paid.
- XV. ACTIVITY PASSES – Activity passes shall be issued to Library Assistants covered by this agreement. Passes are to be used only by the designated Library Assistant and his/her spouse.
- XVI. TRANSFER OF SERVICE – Employees who transfer to this classification and were previously employed in our district as a paraprofessional aide may count up to 50% of the previous time in determining pay and benefits. However, the time in the previous position shall not count in determining seniority as a Library Assistant.
- XVII. INSURANCE – The Board agrees to establish a group plan insurance option available to library assistants who work a minimum of 30 hours per week and agree to the following conditions:
- a. all premiums will be 100% employee paid
  - b. the group plan selected must be mutually agreed upon by the district employee groups comprising the insurance group. In the event a mutually agreed upon plan cannot be determined, the Board reserves the right to rescind its offer to establish a group plan.

XVIII. HOLIDAY

Library Assistants will be paid three (3) days at straight time, at their regular daily rate, for the recognized holidays: Thanksgiving Day, Christmas Day and New Year's Day. The employee shall be eligible for this holiday pay only if he/she works their last scheduled work day prior to the holiday, and their next scheduled work day after the holiday. An employee shall not forfeit their holiday pay if absent due to a verified personal illness and or paid sick leave, or if an employee is on Jury Duty, Funeral Leave, or a Personal Business Day.

XIX. DURATION OF AGREEMENT – This agreement shall be in effect from July 1, 2009 through June 30, 2012. Termination date extended by mutual agreement.

BOARD RIGHTS:

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other law or regulation. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement, are retained by the Board.

“The Board of Education reserves the right to determine the number of positions in accordance with the needs of the students, to determine the schedule that employees will work, to hire all employees and to promote, layoff, transfer, discipline or discharge all such employees in accordance with existing law and this agreement.”

For the Library Assistants Group

Menominee Area Public Schools  
Board of Education

By: \_\_\_\_\_  
Representative

By: \_\_\_\_\_  
Superintendent

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

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

MENOMINEE AREA PUBLIC SCHOOLS  
MENOMINEE, MICHIGAN

SCHEDULE 'A'

2009-2010

LIBRARY ASSISTANT

Library Assistants

<u>Years</u>	<u>2009-10</u>
0-2 Years Experience	\$11.41
After 2 Years Experience	\$12.29
After 4 Years Experience	\$12.77

The hourly rates of pay for each employee will be determined as of July 1 of each year of the contract, based on complete years of service, and shall remain in effect for the remainder of the year.

Substitutes

To be determined by the district



MENOMINEE AREA PUBLIC SCHOOLS  
LIBRARY ASSISTANT SENIORITY LIST  
2009-2010 SCHOOL YEAR

Number Years of Service in Through June 30, 2009	Hours Daily	Name	%
15.7	5	Shepard, Diane	100
11.48	5	Klitzke, Faye	100
2.7	5	Jones, Cindy	100