

COLLECTIVE BARGAINING AGREEMENT

Between the

BUCHANAN COMMUNITY SCHOOLS

and the

**BUCHANAN ASSOCIATION OF ADMINISTRATIVE AND
MEDIA ASSISTANTS**

For the period of July 1, 2012 through June 30, 2013

Table of Contents

Page

AGREEMENT	1
ARTICLE I PURPOSE AND RECOGNITION	2
ARTICLE II MANAGEMENT RIGHTS.....	3
ARTICLE III ASSOCIATION RIGHTS AND RESPONSIBILITIES	4
ARTICLE IV EMPLOYEE RIGHTS.....	6
ARTICLE V TIME SCHEDULE.....	7
ARTICLE VI SENIORITY.....	8
ARTICLE VII VACANCIES AND PROMOTIONS	9
ARTICLE VIII LAYOFF AND RECALL	10
ARTICLE IX GRIEVANCE PROCEDURE.....	11
ARTICLE X LEAVES OF ABSENCE.....	13
ARTICLE XI VACATIONS AND HOLIDAYS	18
ARTICLE XII WAGES AND BENEFITS	20
ARTICLE XIII MISCELLANEOUS	23
ARTICLE XIV SEVERABILITY	24
ARTICLE XV DURATION.....	25

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

ARTICLE 1

PURPOSE AND RECOGNITION

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

ARTICLE II

MANAGEMENT RIGHTS

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

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

- A. Bulletin Boards and Internal Mail: The use of designated bulletin boards, or sections thereof, for the purpose of giving notice of Association activities, and the use of internal school mail services to distribute Association materials. Such use shall be in accordance with established regulations of the Employer. It is expressly understood that such notices shall contain nothing of derogatory nature to the Employer.
- B. Use of Facilities: The Association shall have the right-to-use school facilities for meetings and equipment; including typewriters, computers, duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all said equipment. Such use shall be in accordance with the established rules and regulations of the Employer.
- C. Association Representatives: The Association may utilize a grievance committee composed of not more than three (3) employees in the bargaining unit. Should an Association representative who is an employee be required by management to attend a grievance meeting during their scheduled working hours, such time shall be without loss of pay. It is understood that such obligation of the Employer pertains to only one representative at any one time.

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

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

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

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

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

ARTICLE IV

EMPLOYEE RIGHTS

- A. Personnel Files: Employees shall have reasonable access to their personnel files. Such access shall be limited to not less than twice per contract year. In the event an employee questions material in their files, said employee may attach a written notation to the material in question. The employee's review of such file shall be in the presence of a representative of the Employer. Furthermore, the employee may have an Association representative present at such review.
- B. Just Cause: No senior employee shall be disciplined without just cause.
- C. The provisions of this contract and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or association/membership with the activities of any employee organization.
- D. The Employer shall furnish job descriptions to each present employee, newly hired personnel and the Association President. Job descriptions of personnel placed in newly created positions and/or positions that change shall be furnished by the Employer within thirty (30) days of job assignment. Job descriptions shall be reviewed by each employee and their supervisor(s) before June 1st and updated when appropriate. A copy of any change will be given to the President of the Association with thirty (30) days.

ARTICLE V
TIME SCHEDULE

- A. Descriptions: “School Year” employees are employed for the same general period as their school year supervisors with the holiday, non-worked time and vacations described in this Agreement. It is recognized that the needs of different types of employees may vary. The before-student and after-student periods of employment shall be determined by the need as stated by the immediate supervisor and communicated through the Business Office with at least two weeks notice to the employees before starting or concluding employment.
- B. The School Day or Working Hours: Under normal circumstances, full-time employees are expected to work thirty-nine hours per week. Usually these hours are from 7:00 a.m.-3:30 p.m., 7:30 a.m. to 4:00 p.m. and 8:00 a.m. to 4:30 p.m. with a one-half (1/2) hour unpaid lunch. Media Assistants may be allowed to take a one-half (1/2) hour unpaid lunch with the approval of both the building principal and the business manager. However, these hours may vary according to school and student needs. It is up to the immediate supervisor with the approval of the Business Manager to work out any variations.
- C. Weather Conditions and School Closing: Employees will work the number of snow days as negotiated by the teacher’s contract. After those days, school year employees will not report to work, as any remaining days will be made up at the end-of-the-school year. Employees reporting to work within one-hour shall be paid their regular rate of pay, if the day is counted as a day of pupil instruction. Employees who report to work within one-hour of their normal starting time will

receive full-pay. Employees unable to report to work may use accrued sick leave days for full pay. Employees who are excused by their supervisor to leave early because of weather conditions will receive full pay for the remainder of their normal workday.

- D. Association Members may take a fifteen (15) minute maximum relief time in the morning and in the afternoon at a time agreed upon with the immediate supervisor.
- E. Delay of School: When the start of school is delayed for any reason, Association Members will be expected to report at their regular starting time or no later than the delayed start time. Association Members will be paid for the time they actually worked.

ARTICLE VI

SENIORITY

- A. Probationary Period: A new employee shall be in a probationary status for the first sixty (60) days worked. There shall be no seniority for probationary employees. Such employees shall be entitled to all the provisions of this Agreement except a probationary employee shall not have the opportunity to bid on vacancies and may be disciplined or terminated without recourse to the grievance procedure.
- B. Seniority Defined: An employee's seniority shall be defined as their length of service with the Employer since their first working day as a regular employee. Should a tie need to be broken, the "hiring date" as noted in their job offer letter

shall be used. Seniority shall not accrue during layoffs or unpaid leaves of absence.

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

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

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

ARTICLE VII

VACANCIES AND PROMOTIONS

A. Whenever any vacancy or other special opportunity in any administrative assistant or media assistant position in the bargaining unit shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five (5) working days. If such vacancy occurs during a "regular" school vacation period, the Association officers shall be notified by personal mail. (The Association officers are: President, Vice-President and Secretary/Treasurer.)

In the event a vacancy occurs within the Association, all interested Association applicants who have computerized test scores on file in the current form and are currently employed in a similar position will not be retested unless the employee elects to do so. Association members shall be interviewed for the vacancy prior to the position being opened to non-association applicants. Qualifications shall be based on test scores and a successful interview. Tests used for determining qualifications shall be relevant to the vacancy.

Non-Association applicants will not be previewed and/or scheduled to be tested until the Employer judges no Association applicants are qualified for the position.

- B. Any non-probationary employee may apply for such vacancies. Consideration will be given to the background, attainments and skills, seniority and all other relevant factors when filling such vacancy. In the event the qualifications are judged by the Employer to be equal, seniority will be the determining factor.
- C. In the event an employee is involuntarily transferred, the Employer shall first consult with the employee regarding said transfer.

ARTICLE VIII

LAYOFF AND RECALL

- A. The Employer will notify the affected employee(s) at least thirty (30) days in advance, if possible, of the anticipated layoff(s). After notification the employee(s) in the position(s) eliminated shall have the right to utilize their seniority to bump the least senior employee(s), within the same classification, after presenting qualifications, as determined by the Employer.

- B. When the Employer recalls laid off employees, said employees shall be recalled in the inverse order in which they were laid off provided the employees are qualified as determined by the Employer, to perform the duties of the positions being staffed. This provision shall only apply to senior employees.
- C. The Employer shall give written notice to any laid off employee of a job opening by sending the job posting by certified mail to the laid off employee at their last known address. The employee has three (3) working days to reply to the posting and indicate whether they are interested in the position. If the employee submits an application for the position and qualifies, the Employer will notify the employee by certified mail the date to report to work. Failure by the employee to respond to or comply with the recall notice within three (3) working days shall be considered a voluntary quit and the employee will automatically terminate their employment relationship with the Employer. The obligation of the Employer to recall a laid off employee will cease after one (1) year from the date of layoff.
- D. In the event a position within the Association is phased out and the Member is placed into another Association position, at a lesser rate of pay, the employee will continue at their current rate of pay.

ARTICLE IX

GRIEVANCE PROCEDURE

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

- B. An employee may assert their right to present such grievance directly to the Employer and have it adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement, and provided further the Association is given the opportunity to be present at such adjustment.
- C. Informal Conference, Step I: The grievant shall meet with their immediate supervisor or principal within five (5) working days of the alleged grievance with the object of resolving the matter verbally.
- D. Formal, Step II: If the grievance is not satisfactorily resolved at the informal conference, the grievant shall within five (5) working days of the informal conference submit Form A (attached), BAAMA Grievance Form, to their immediate supervisor or principal. The immediate supervisor or principal shall respond in writing in five (5) working days. All written grievances must be submitted on Form A.
- E. In the event the grievant is not satisfied with the disposition of the grievance at Step II, the employee may appeal in writing within five (5) working days to the Superintendent or his designee. The Superintendent or his designee shall respond in writing within ten (10) working days of such hearing.
- F. Formal Step, III: In the event the grievant is not satisfied with the disposition of the grievance at Step II, the employee may appeal in writing within five (5) working days of receipt of the decision at Step II to the Board of Education. Upon receipt of such request the Board may hold a hearing or may designate one or more of its members to hold a hearing. Such hearing to be held and a final

determination submitted in writing to the grievant within forty (40) days after its submission to the Board. The decision of the Board or the committee of the Board is final.

G. The grievance procedure shall not apply to:

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

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

ARTICLE X

LEAVES OF ABSENCE

A. Paid Leaves

1. Illness
 - a. School year employees shall be credited with ten (10) sick leave days at the beginning of each school year. Paid sick time shall be pro-rated for employees whose start date is after the start of the school year. Upon written request, the business office will provide an accounting of available sick time for each employee.

- b. Annual sick leave shall be accumulative up to retirement. It is understood this time is to be used for personal illness, absence due to serious illness of a member of the immediate family, death of such member or family emergency. These days may be used periodically or consecutively as circumstances may demand. At the time of retirement, provided the employee has been employed for the last ten (10) years, any sick days over 80 with a cap of 170 days shall be collected by the employee at the rate of 25% pay per day in a lump sum total. A day shall be considered to be eight (8) hours.
2. Bereavement: Five (5) days paid absence due to the death of a member of the immediate family. Immediate family is defined as: Spouse, mother, father, children, grandchildren, grandmother, grandfather, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law and in loco parentis. One (1) day paid absence due to the death brother-in-law, sister-in-law, grandparents-in-law, aunt, uncle.
3. Personal Business Day: Two (2) days per year may be used for the purpose of personal business, when arrangements cannot be transacted outside of the regular workday to avoid its use. Such personal leave is not intended for recreation, job hunting or similar purposes. The personal business day may not be taken on days preceding or succeeding a vacation or holiday. To be eligible for personal business leave the employee must file a request with their immediate supervisor at least seventy-two (72) hours before the planned leave. The immediate supervisor may waive said

notification in case of an emergency. Such leave shall not be accumulative, however, if not used will be added to sick leave.

4. Other Paid Leaves

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

b. Jury Duty: Employees on jury duty shall receive the difference between the daily fee for jury duty, excluding expenses, and their average daily pay providing jury duty is less. Such leave shall be granted in half-day increments.

B. Unpaid Leaves

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

1. In the case of a prolonged illness of a senior employee and said employee has exhausted their accumulated sick leave, said employee shall

immediately apply to the Business Office in writing for an extended illness leave without compensation. Such leave shall be granted as follows:

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

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

- a. Such application shall be made by the sixth (6) month of the employee's pregnancy.

- b. An employee who is pregnant must, upon request from her supervisor, present a physician's certificate the employee is physically capable of performing the duties to which the employee is assigned.
 - c. Said leave begins prior to the date the employee is no longer able to continue performing their assigned duties as a result of such disability.
 - d. Such maternity leave shall be granted without experience credit on the salary schedule and without sick leave accumulation.
 - e. The employee shall be entitled to return from such leave at any time within three (3) months after the birth of the child and shall be returned to the same position from which the leave was granted. The above is true only if a certificate of good health is presented to the Board. Refusal of such offer will imply an automatic resignation and forfeit of rights. (In accordance with the Family Leave Bill.)
 - f. The unpaid leave policy provided herein (Section B) will apply to an employee adopting a child and shall commence upon entry of an order terminating the rights of the natural parent of the Probate Court.
3. Family and Medical Leave: An employee who has worked for the school district for at least 1250 hours during the preceding twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave during any fiscal year under the terms and conditions established by the Family and Medical Leave Act of 1993, with health care coverage provided by the Board pursuant to the Family and Medical Leave Act of 1993, if requested by the employee, for one or more of the following reasons.

- Birth of the employee’s son or daughter or care for a son or daughter;
- A child’s placement with the employee for adoption or foster care;
- To care for a spouse, son or daughter, parent (but not parent-in-law) who has a serious health condition; or
- The employee’s own serious health condition.

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

- The employee shall be required to substitute and exhaust any sick leave he or she may have accrued prior to placement on unpaid family and medical leave.
- Upon return from leave, the employee shall be assigned to either the same position from which the leave was taken, or to a comparable position for which the employee is qualified. Restoration may be denied in the event of a reduction of staff.
- If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee’s control), the Board shall have the right to recover all health care premium payments made during the unpaid leave interval. These amounts may be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.

ARTICLE XI

VACATIONS AND HOLIDAYS

A. School Year Employees

1. School year employees shall receive the following vacation allowances:

1 st year of employment	No paid vacation
2nd-3rd year of employment	5 days vacation
4 th , 5 th , 6 th year of employment	10 days paid vacation
7 th year of employment	12 days paid vacation

All days must be taken during winter, spring and In-Service breaks, and Parent-Teacher Conferences, otherwise forfeited. Association members’ years-of-service will be on the Employer’s fiscal year calendar. This

applies to vacation and pay schedule steps, anniversary dates will no longer be used.

2. All days must be used on non-student days within the employee's regular work schedule and in accordance with the current year's calendar (winter break and spring break).

The additional days of scheduled school vacations will be taken without pay. In order to receive a paid holiday, the employee must work their scheduled workday preceding and the scheduled workday following the holiday unless the employee is on a paid leave of absence except as provided in this agreement.

3. Vacation days must be used in the period earned.
 4. School year employees are entitled to the following paid holidays: Great American's Day, Memorial Day, Labor Day, Wednesday afternoon before Thanksgiving Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. In order to receive paid holidays, the employee must work their scheduled workday preceding and the scheduled workday following said holiday unless the employee is on an approved leave of absence.
- B. A paid holiday occurring during vacation period shall not be counted as a vacation day. It may be added to the vacation or taken at a later date with the approval of the immediate supervisor.

- C. School year employee working a regularly scheduled full day summer assignment shall be paid for the July 4th holiday if the holiday falls within their scheduled assignment and they meet the enclosing day requirements.
- D. Vacation days shall be paid at the same rate as a normal day.
- E. Discontinued Services and Earned Vacation: Any employee who discontinues their service does not forfeit their right to earn vacation if they are eligible for it. To be eligible the employee must have worked one-half of their contract years.

ARTICLE XII

WAGES AND BENEFITS

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

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

Plan A (for employees who need health insurance)

The Association shall determine the insurance carrier and coverage. The Employer shall contribute monthly the following amounts toward the purchase of health insurance.

2012-2013	\$1,080.00
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Plan B (for employees' not needing health insurance)

The Employer shall contribute monthly the following amounts to be used to purchase annuities/options.

2012-2013	\$600.00
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Annuities and insurance begin after employee elects option. It is the member's responsibility to sign-up for benefits and is aware of their negotiated rights. All members are to be aware of all provisions listed in the Support Staff Handbook.

D. Wage Schedule:

1. Classifications

Class I

- Administrative Assistant to Building Principals
- Administrative Assistant to Director of Building Operations And Transportation
- Administrative Assistant to Student and Community Services Director
- Administrative Assistant to High School Athletic Director and Assistant High School Principal
- Middle School Attendance and Athletic Administrative Assistant

Class II

- Elementary Media Assistants
- Middle School Media Assistant
- High School Media Assistant
- General Clerk

2. Pay Schedule

Class I

	<u>12-13</u>
Step	
1	\$12.38
2	13.01
3	13.70
4	14.26
5	15.17
6	15.99
7	16.88

Class II

	<u>12-13</u>
Step	
1	\$11.85
2	12.48
3	13.09
4	13.68
5	14.51
6	15.37
7	16.22

3. Service Compensation

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

ARTICLE XIII

MISCELLANEOUS

A. Temporary or Part-Time Employment (excluding student help):

1. In the event there is a need for temporary or part-time clerical help, administrative assistants or media assistants on vacation or unemployed during regular school vacations may be asked to work before the services of temporary or part-time help is acquired. The employee asked to work shall be determined as follows:
 - a. First opportunity shall be given to the employee from whose office or building the request is made.
 - b. If the employee refuses the opportunity, the offer shall be made to the staff employees by seniority.
 - c. An assistant asked by a supervisor to temporarily assume the duties of another employee for at least three (3) consecutive days, will be paid the rate for those duties. An employee's rate of pay shall not be reduced by any temporary change in duties.
 - d. If an association member is asked by their supervisor to work for another member for any reason and for any length of time, they shall receive their regular rate of pay.

- #### B. Written Resignation. Any assistant desiring to resign shall file a written resignation with the Business Manager at least (10) work days prior to the effective date, after first discussing their resignation with the immediate supervisor.

- C. Employee's Address. It shall be the responsibility of each employee to notify the Employer of any change of address. The employee's address as it appears on the Employer's record shall be conclusive.
 - D. Retirement. Retirement is mandatory at the end of the fiscal year in which the seventieth birthday occurs.
 - E. Students will not be left in the office to be supervised by Association Members as a form of discipline. Discipline is the responsibility of the Principal/Assistant Principal.
2. Job description to be updated periodically and included in said employee handbook.

ARTICLE XIV

SERVERABILITY

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

