

COLLECTIVE BARGAINING AGREEMENT

Between the

BUCHANAN COMMUNITY SCHOOLS

and the

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

For the period of July 20, 2015 through June 30, 2017

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THIS AGREEMENT made as of the date set forth below between the BUCHANAN COMMUNITY SCHOOLS, Berrien County, Michigan, acting through its Board of Education (the "Employer") and the BUCHANAN ASSOCIATION OF CLASSROOM AIDES, HEALTH CARE AIDES, AND BAND AIDES (the "Association").

ARTICLE 1 PURPOSE AND RECOGNITION

A. Recognition: The Employer recognizes the Association as the exclusive representative of all employees in the bargaining unit as to wages, hours, and other terms and conditions of employment.

B. Employees Defined: The word "employee" shall mean all full-time and regular part-time Classroom Aides, Health Care Aides, and Band Aides: excluding administrators, teachers, substitutes, confidential employees, supervisory employees, students employed part-time or working in a co-op or similar program, and all other employees.

ARTICLE 2 MANAGEMENT RIGHTS

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

ARTICLE 3 ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

A. Bulletin Boards and Internal Mail: The use of designated bulletin boards, or sections thereof, for the purpose of giving notice of Association activities, and the use of internal school mail

services to distribute Association materials. Such use shall be in accordance with established regulations of the Employer. It is expressly understood that such notices shall contain nothing of derogatory nature to the Employer.

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

C. Association Representatives: The Association may utilize a grievance committee composed of not more than three (3) employees in the bargaining unit. Should an Association representative who is an employee be required by management to attend a grievance meeting during their scheduled working hours, such time shall be without loss of pay. It is understood that such obligation of the Employer pertains to only one (1) representative at any one (1) 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 Agreement, 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 may be disciplined up to and including discharge.

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

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

ARTICLE 4 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. If an employee questions material in his/her files, the employee may attach a written notation to the material in question. The employee's review of such file shall be in the presence of a representative of the Employer. Furthermore, the employee may have an Association representative present at such review.

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

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

D. The Employer shall furnish job descriptions to each present employee, newly-hired personnel and the Association President. Job descriptions of personnel placed in newly-created positions and/or positions that change shall be furnished by the Employer within thirty (30) days of job assignment. Job descriptions shall be reviewed by each employee and their supervisor(s) before June 1st and updated when appropriate. A copy of any change will be given to the President of the Association within thirty (30) days.

E. If an aide or the student that the aide assists needs to be reassigned, the administration shall do so in a timely manner not to exceed twenty (20) calendar days. The reassignment of a student will not be held against the aide in any disciplinary manner.

ARTICLE 5 TIME SCHEDULE

A. Descriptions: Periods of employment shall be determined by the need as stated by the immediate supervisor and communicated through the Business Office with at least two (2) weeks' notice to the employees before starting or concluding employment.

B. The School Day Working Hours:

1. Regular Full-Time Classroom Aide, Health Care Aide, or Band Aide: An employee who is scheduled to work six and one-half (6 ½) hours or more per day.
2. Part-Time Classroom Aide, Health Care Aide, or Band Aide: An employee who is scheduled to work less than six (6) hours per day.
3. Probationary Employee: A person hired into a regular position, full or part-time, who is serving an initial probationary period of sixty (60) probationary period. Upon successful completion of the probationary period such employee shall attain all benefits and incur all obligations under this Agreement retroactive to the first date of hire.

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

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

E. Student Not Present:

1. Classroom Aides will not work when there are no students. If there is a school delay, classroom aides will not report and will not be paid until students are present.
2. Health Care Aides will not work when their student is not in school. If the aide knows the preceding day that their student will not be in school the next day, they are not to report to work. If upon reporting to work thereby expecting the student to attend school that day and the student does not attend, the Health Care Aide will be paid a minimum of one (1) hour of pay.
3. Neither the Classroom Aide nor the Health Care Aide is to work in any capacity other than their specified duties.

ARTICLE 6 SENIORITY

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

B. Credit and Seniority for Part-Time/Substitute/ Temporary Work: Classroom Aides, Health Care Aides, and Band Aides who accept part-time or active substitute positions because of a work reduction.

C. Seniority Defined: Upon the satisfactory completion of the probationary period, seniority shall be determined in accordance with the following: An employee's seniority shall be defined as their length of service with the Employer since their last hiring date as a regular employee. It is expressly understood that seniority shall not accrue during layoffs or unpaid leaves of absence.

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

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

1. Voluntarily quits
2. Is Discharged – unless reinstated through procedures set forth in this Agreement
3. Retires
4. Has his/her employment relationship with the Employer otherwise terminated

ARTICLE 7 VACANCIES AND PROMOTIONS

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

B. Filling Vacancies: When a vacancy occurs in a regular Classroom Aide, Health Care Aide, or Band Aide position, it shall be posted for a period of five (5) working days. Any regular Classroom Aide,

Health Care Aide, or Band Aide unit member may bid on the vacancy by signing the posting. The position will be awarded to the most senior applicant who “possesses qualifications” as defined in the job descriptions.

ARTICLE 8 LAYOFF, RECALL, AND BUMPING RIGHTS

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

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

C. The Employer shall give written notice to any laid off employee of a job opening by sending the job posting by certified mail to the laid off employee at their last known address. The employee has ten (10) working days from the receipt of the notice, excluding Saturdays, Sundays, and Holidays to reply to the posting and indicate whether they are interested in the position. If the employee submits an application for the position and qualifies, the Employer will notify the employee by certified mail of the date to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit–employee can report for work providing the employee reports within the ten (10) calendar day period. Failure by the employee to respond or comply with the recall notice within the ten (10) calendar day period shall be considered a voluntary quit and the employee will automatically

terminate his/her employment relationship with the Employer. The obligation of the Employer to recall the laid off employee will cease after one (1) year from the date of lay off.

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

E. If more than one individual has the same seniority, the relative ranking of such persons on the seniority list will be determined by a drawing of lots participated by all affected bargaining unit employees. The notice of the drawing, including date, place, and time, will be provided in writing to the Association and all affected bargaining unit employees one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit employees, and particularly those affected to attend. The president of the Association or his/her designee shall draw for any person unable to be in attends. All affected bargaining unit employees will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing.

ARTICLE 9 GRIEVANCE PROCEDURE

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

B. An employee may assert his/her 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 1: The grievant shall meet with his/her immediate supervisor or principal within five (5) working days of the alleged grievance with the object of resolving the matter verbally.

D. Formal, Step 2: If the grievance is not satisfactorily resolved at the informal conference, the grievant shall, within five (5) working days from the informal conference, submit a Buchanan Association of Classroom Aides, Health Care Aides, and Band Aides, (BACAHCABA) Grievance form to his/her immediate supervisor or principal. The immediate supervisor or principal shall respond in writing in five (5) working days. All written grievances must be submitted on a BACAHCABA Grievance Form.

E. If the grievant is not satisfied with the disposition of the grievance at Step 2, the employee may appeal in writing within five (5) working days to the Superintendent or her/his designee. The Superintendent or his/her designee shall respond in writing within ten (10) working days of such hearing.

F. Formal Step, 3: If the grievant is not satisfied with the disposition of the grievance at Step 2, the employee may appeal in writing within five (5) working days of receipt of the decision at Step 2 to the Board of Education. Upon receipt of such request, the Board may hold a hearing or may designate one (1) or more of its members to hold a hearing. Such hearing to be held and a final determination submitted in writing to the grievant within forty (40) days after its submission to the Board. The decision of the Board is final and binding on both parties.

G. The grievance procedure shall not apply to:

1. The discharge or discipline of any probationary employee.
2. Any provision of this Agreement, which contains express exclusion from the Grievance Procedure.
3. Any matter which is a prohibited or illegal bargaining subject.

H. Any grievance 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 10 LEAVES OF ABSENCE AND SICK DAYS

A. Paid Leaves

1. Illness

- a. **Sick Days:** Unlimited accumulation. Sick days shall be earned on the basis of one (1) sick day earned for each month worked. Sick days may be used for personal illness, disability, or for family illness. It is understood that employees who are absent and who have no accumulated sick time, shall not be paid for those days absent. In addition, it is understood that proven abuse of sick time or unreasonable use of time-off without pay shall subject an employee to appropriate discipline.
 - b. Annual sick leave shall be accumulative up to retirement. It is understood that this time is to be used for personal illness, absence due to serious illness of a member of the immediate family, death of such member, or family emergency. These days may be used periodically or consecutively as circumstances may demand. At the time of retirement, provided the employee has been employed for the last ten (10) years, any sick days over eighty (80) with a cap of 170 days shall be collected by the employee at the rate of 25% pay per day in a lump sum total. A day shall be considered six and one-half (6 ½) hours.
2. **Bereavement:** Five (5) days paid absence due to the death of a member of the immediate family, which is defined as: Spouse, parent, child, grandchild, grandparent, sibling, mother-in-law, father-in-law, daughter-in-law, son-in-law, and in loco parentis. One (1) day paid absence due to the death of a brother-in-law, sister-in-law, grandparent-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 of affiliation. It shall be understood however, any member of the staff officially designated by the school administration to attend a meeting or convention sponsored by an educational or professional organization shall be allowed reasonable expense. The time thus unused 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 (2) days, or any part of it should make arrangements with the Administration. This two-day allowance shall not be accumulative in any way.

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

B. **Unpaid Leaves:** Except as provided herein, emergency leaves without compensation may be granted at the discretion of the administration.

1. **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 , with health care coverage provided by the Board pursuant to the Family and Medical Leave Act , 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:

- a. 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.
- b. Upon return from leave, the employee shall be assigned to either the same position from which leave was taken, or to a comparable position for which the employee is qualified. Restoration may be denied in the event of a reduction of staff.
- c. If the employee fails to return from the leave at its expiration (except in the event of a continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control), the Board shall have the right to recover all health care premium payments made during the unpaid leave interval. These amounts may be deducted

from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.

ARTICLE 11 VACATIONS AND HOLIDAYS

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

B. Retirement: Upon the retirement, accrued but unused vacation shall be pro-rated to employees who quit or are discharged. Personal days will be paid out as well.

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

- Martin Luther King Day
- Memorial Day
- Thanksgiving Day and the Friday after Thanksgiving
- Christmas Eve and Christmas Day
- New Year's Eve and New Year's Day

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

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- Martin Luther King Day
- Memorial Day
- Thanksgiving Day and the Friday after Thanksgiving
- Christmas Eve and Christmas Day
- New Year's Eve and New Year's Day

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

ARTICLE 12 WAGES AND BENEFITS

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

B. **Overtime Pay:** Overtime work in excess of forty (40) hours per week shall be paid at one and one-half (1 ½) times the regular hourly rate. No compensatory time may be granted, in accordance with the Fair Labor Standards Act. All overtime must be paid. Those employees who perform such work on a straight time basis shall normally perform overtime work. If the Employer determines that other employees are also required to perform such work, nothing herein shall prevent such assignment. If more than one (1) employee performs such work, the work shall be divided amongst said employees.

C. **Training and Workshops:**

1. Newly-hired personnel shall be paid for all training.
2. For the purposes of attendance at a training function, an employee who drives his/her personal vehicle shall be paid mileage within thirty (30) days.
3. Compensation for meals, lodging, and travel for each work day shall be paid if the employee leaves the District for training at the District's request. Actual expense for meals will be reimbursed within thirty (30) days when no meal is provided.

Title I Paraprofessionals – The District will pay the cost for current Title I Aides to take and successfully complete the Work Keys test.

D. **Insurance:**

- A. The insurance benefit year shall be July 1 - June 30.
- B. The Association shall identify its preferred insurance carrier and coverage, and shall advise the Board of the insurance carrier and coverages selected for each medical benefit plan coverage year at least seventy five (75) days prior to the beginning of the

medical benefit plan coverage year. The medical benefit plan identified by the Association shall comply with the Patient Protection and Affordable Care Act ("PPACA"), the IRS Code, and the Publicly Funded Health Insurance Contribution Act, MCL 15.561, *et seq.*, including any requirements necessary to avoid taxes, fees, or penalties.

- C. Subject to Section 15b of the Public Employment Relations Act, MCL 423.215b, the Board shall contribute the maximum hard-cap amount per eligible individual allowed by law for the medical benefit plan coverage year then in effect. The Board shall first contribute to medical benefit plan premiums, and then to a Health Savings Account (if any amount remains) in a combined amount not to exceed the individual's statutory hard-cap. The Board shall contribute an amount up to each eligible individual's statutory hard-cap in pro-rated monthly premium payments, with the remainder, if any, in a lump sum HSA payment.
- D. For individuals who are assigned to less than a full-time position as defined by the PPACA (currently working an average of 30 hours or more per week in the District), the Board's contribution shall be pro-rated by using the fraction of the full-time rate the individual is contracted to work.
- E. For all individuals continuously employed, insurance benefits allowed shall not be terminated prior to September 1 for any individual leaving the employment of the Board after June 1 of the same school year, so long as the individual pays his/her portion of the medical benefit plan costs. The Board's contribution shall cease for any individual whose employment ceases prior to June 1 or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act. Individuals shall be responsible for ensuring that the Board is reimbursed for any pro-rated portion of its HRA contributions attributable to that portion of the medical benefit plan coverage year

remaining when the individual leaves active employment with the District, except where the leave is related to the Family and Medical Leave Act.

- F. To the extent allowed by law, individuals may contribute to a health Flexible Spending Account or Section 125 plan in an amount authorized by law for the medical benefit plan coverage year, which shall be used to offset any deductibles, premium costs attributable to the individual (if any), and any other items allowed by law and the Board's Section 125 plan.
- G. If, in any insurance benefit year, the monthly insurance premium exceeds the Board's contribution, any additional amounts shall be payroll deducted, or if wages are not available for payroll deduction, shall be paid directly by the individual prior to the 1st of the month in which the premium payment is due.
- H. The Board will provide a Section 125 Plan that complies with the IRS Code.
- I. For those opting to take cash-in-lieu rather than the medical benefit plan, the Board shall pay Four Hundred Sixty Dollars (\$460.00) monthly, minus all applicable taxes, deductions, and any payments made towards non-medical benefit insurance plans chosen by the individual, in accordance with the District's Section 125 Plan.

Plan A: The Employer shall contribute monthly the following amounts, based on the State-mandated annual hard cap, toward the purchase of health insurance:

Single	\$499.35
2-Person	\$1044.31
Family	\$1361.88

Any Employee hired after July 1, 2015 will only be offered Single coverage.

E. WAGE SCHEDULE:

1. Classifications:

Class 1 (Classroom Aides) – Classroom Aides with positions requiring an Associate's Degree: Classroom Aides with positions requiring a letter of notice of approval to begin

or continue employment as an Associate Teacher/paraprofessional in the Michigan School Readiness Program, from the Michigan Department of Education. Such named letter is permanent approval based on documented submission of training hours.

Class 2 (Health Care Aides and Classroom Aides without special requirements as listed above) – Classroom Aides and Health Care Aides with a High School Diploma or General Education Degree (GED), two (2) years of successful work experience.

Class 3 (Band Aides) - Band Aides with a minimum of a High School Diploma; prefer B.A. or M.A. with teaching certificate.

2. **Pay Schedule**

Class 1 (Classroom Aides)

Years with District 2015-16

Start	10.58
1 year	10.86
2 nd year	11.39
3 rd year	12.12
4 th year	12.32
7 th year	12.63
10+	13.00

Years with District 2016-17

Start	10.58
1 year	10.86
2 nd year	11.39
3 rd year	12.12
4 th year	12.42
7 th Year	12.72
10+	13.08

Class 2 (Health Care Aides and Classroom Aides without special requirements as listed above)

Years with District 2015-16

Start	10.06
1 year	10.34
2 nd year	10.87
3 rd year	11.60
4 th year	11.80
7 th year	12.10
10+	12.45

Years with District 2016-17

Start	10.06
1 year	10.34
2 nd year	10.87
3 rd year	11.60
4 th year	11.88
7 th year	12.17
10+	12.52

Class 3 (Band Aides)

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

3. **Service Compensation**

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

ARTICLE 13 MISCELLANEOUS

A. **Temporary or Part-Time Employment or substituting:** If there is a need for temporary, part-time, or substitute help for an Aide, Classroom Aide, Health Care Aide, or Band Aide, the employee asked to work shall be determined as follows:

- First opportunity for Substitute work shall be given to the employee from whose office or building the request is made.
- The offer shall be made to the bargaining unit employee by seniority. If the employee refuses the opportunity, the Administration will continue asking down the seniority list until the position is temporarily filled.
- If a bargaining unit employee is unavailable, an outside sub will be called in to work for the day. If a sub has been called they have first rights to stay. If the vacancy is a full-day position only one sub will fill the vacancy.

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

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

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

E. **School Employees Retirement Fund:** The Board will contribute its legally required amount to the Michigan Public School Employees Retirement Fund.

F. **Retirement Incentive:** Employees who have attained ten (10) consecutive years of service with the School District shall, upon retirement, receive a retirement incentive bonus as part of their final average compensation. Five (5) retirement incentive days, payable at the rate of forty dollars (\$40.00) per retirement incentive day, shall be awarded for the first ten (10) years of service. One (1) additional retirement incentive day shall be awarded for each year over ten (10) up to a maximum of twenty (20), payable at sixty Dollars (\$60.00) per retirement incentive day. The benefit shall be paid at once.

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

H. **Job Description:** to be updated periodically and included in said employee handbook.

ARTICLE 14 SEVERABILITY

If any provision of the Agreement or any application of the Agreement to any employee is found contrary to law, then such provision 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.

**ARTICLE 15
DURATION**

The Agreement shall become effective July 20, 2015, and shall continue in full force and effect thereafter up to and including June 30, 2017.

An emergency manager appointed under the Local Financial Stability and Choice Act has the authority to reject, modify, or terminate this Agreement as provided in that Act.

FOR THE ASSOCIATION

Maelyn Heenan 7-20-15
President Date

[Signature] 7-20-15
Secretary Date

FOR THE EMPLOYER

[Signature] 7/20/15
President Date

Sandy B. Toddler 7/20/15
Secretary Date