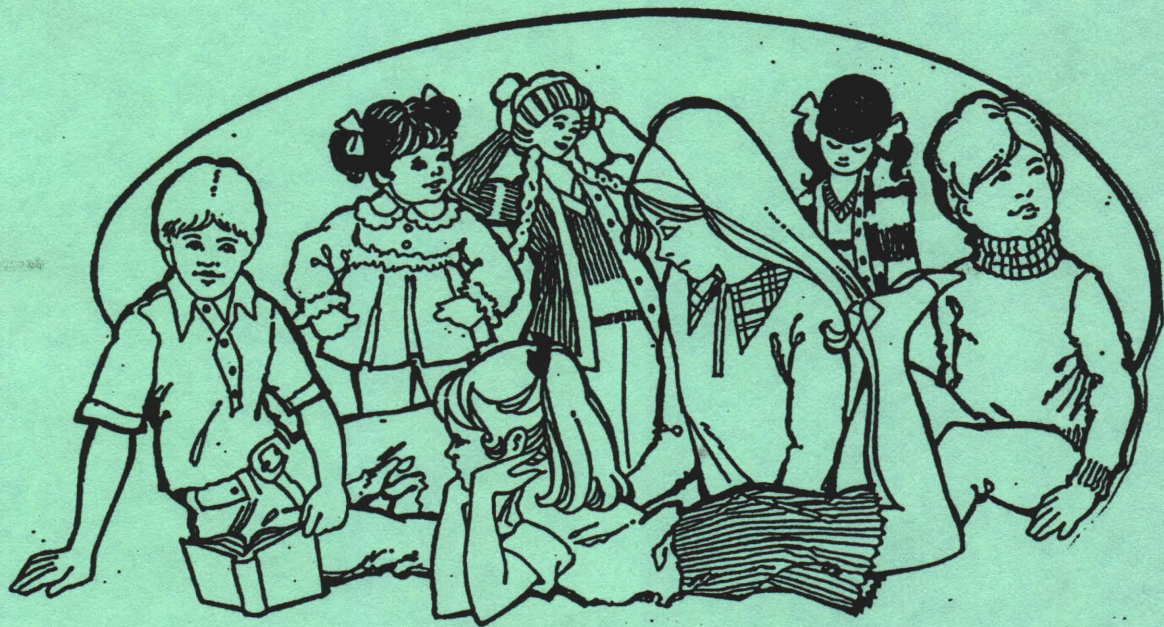


# SARANAC COMMUNITY SCHOOLS

BOARD OF EDUCATION  
SARANAC EDUCATIONAL SUPPORT ASSOCIATION

August 23, 1996 through August 28, 1999



*Saranac Community Schools*

## S.E.S.A.

PP13013

# YOUTH CENTER

1000 ...  
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**JULY**

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

**AUGUST**

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
Prof. Dev. 24	25	26	27	28
31				

**SEPTEMBER**

	1	2	3	4
Labor Day 7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

**OCTOBER**

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

**NOVEMBER**

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	Thanksgiving 26	27
30				

**DECEMBER**

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	Christmas 25
28	29	30	31	

**JANUARY**

				New Year's 1
4	5	6	7	8
11	12	13	14	15
8-11 AM EXAMS 18	19	20	21	22
25	26	27	28	29

**FEBRUARY**

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

**MARCH**

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

**APRIL**

			1	Good Fri. 2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

**MAY**

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
Mem. Day				

**JUNE**

	1	2	3	4
7	EXAMS 8-11 AM 8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Session Days 1,158.5 hrs.  
 5 K-12 Professional Development Days 32.5 (6.5 hrs. on Aug. 24, 25, Nov. 16, Feb. 15 & Apr. 26)  
 P/T Conf-Night Activities 16.0  
 7 half days for teacher work days 21.0 (3 hrs. on Aug. 26, Jan. 18, 19, & 20, June 8, 9, & 10)  
 9 Principal Meetings/Open Houses 11.0 (first Wednesday of each month for 9 of the 10 months: 9/2, 10/7, 11/4, 12/2, 1/6, 2/3, 3/3, 4/14, 5/5, 6/2. Not to exceed 1.25 hours for each meeting.)  
 1,239.0 Total Hours

End of first quarter October 30 47 days  
 End of first semester January 20 44 days 91 days  
 End of third quarter March 26 45 days  
 End of second semester June 10 46 days 91 days

August 24 & 25 K-12 Professional Development Days  
 August 26 Students' first day (3 hrs. in a.m.; 3 hrs. in p.m. teachers' work time)  
 August 27 Full day for students  
 September 7 Labor Day (no school)  
 November 9 & 10 Middle School Parent/Teacher Conferences, after regular school day (4-8:00 p.m.)  
 November 9 & 11 Elementary School Parent/Teacher Conferences, after regular school day (4-8 p.m.)  
 November 10 & 11 High School Parent/Teacher Conferences, after regular school day (3:30-7:30 p.m.)  
 November 13 No School  
 November 16 K-12 Professional Development Day (No school for students)  
 November 26 & 27 Thanksgiving Holiday (no school)  
 December 21 through January 1 Christmas/New Year's Holiday Vacation (no school)  
 January 4 School resumes (full day for students)  
 January 18, 19 & 20 Half days for students (8-11 a.m.)... Teachers' work time in p.m. (3.0 hrs./day)  
 February 15 K-12 Professional Development Days (No school for students)  
 February 23 & 24 Middle School Parent/Teacher Conferences, after regular school day (4-8:00 p.m.)  
 March 4 High School Parent/Teacher Conferences, after regular school day (3:30-7:30 p.m.)  
 March 9 & 11 Elementary School Parent/Teacher Conferences, after regular school day (4-8:00 p.m.)  
 March 15 No School  
 April 2 through 9 Spring Break (no school)  
 April 12 School resumes (full day for students)  
 April 26 No School for students; Professional Development Day for all K-12 teachers  
 May 31 Memorial Day (no school)  
 June 8, 9 & 10 Half day for students (exams 8-11 a.m.); 3 hrs. each p.m. for teachers' work time

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## ARTICLE 1

### RECOGNITION

#### A. Recognition

1. The Board recognizes the Saranac Educational Support Association, MEA/NEA as the exclusive bargaining representative for the bargaining unit defined as all custodial/maintenance, school paraprofessionals, classroom paraprofessionals, instructional paraprofessionals, and secretarial personnel employed by the Board, but excluding supervisory and executive personnel, and all other classifications of employees. The term "employee," when used hereafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined. The term "Association," when used hereafter in this agreement, shall refer to the Saranac Educational Support Association, MEA/NEA, solely in its representative capacity for the local bargaining unit.
2. The terms "Custodial/Maintenance", "School Paraprofessional", "Classroom Paraprofessional", "Instructional Paraprofessional", and "Secretarial", when used hereafter in this Agreement, shall refer only to those employees in those classifications.
3. The following guidelines shall be used when placing a position into one of the paraprofessional classifications.
  - a. School paraprofessionals shall not be expected to prepare any lessons nor to instruct students. They shall provide supervision of students without direct supervision themselves. They shall have at least a high school diploma or its equivalent.
  - b. Classroom paraprofessionals shall not be expected to prepare any lessons but will provide some instruction of students under the supervision of a classroom teacher. They will supervise students. They shall have at least one (1) year of college or applicable work experience.
  - c. Instructional paraprofessionals shall be expected to prepare lessons as needed and provide student instruction. They may or may not be under the direct supervision of a classroom teacher. They will supervise students. They shall have at least two (2) years of college or applicable work experience.
4. Nothing contained herein shall be construed to deny or restrict to any employee, rights s/he may have under state or federal laws and regulations. The rights granted to the employee hereunder shall be in addition to those provided by law.

## ARTICLE 2

### BOARD RIGHTS

- A. It is agreed that the Board hereby retains and reserves unto itself, without limitation, and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School code of 1976, the laws and the Constitution of the State of Michigan, and of the United States, including, and without limiting the generality of the foregoing, the right to:

1. The executive management and administrative control of the school system and its properties and facilities and the employment related activities of its employees:
2. Hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment; to their dismissal or demotion, and to promote and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the constitution and laws of the state of Michigan and the constitution and laws of the United States.

### ARTICLE 3

#### ASSOCIATION AND EMPLOYEE RIGHTS

##### A. PAY DAY

1. Each school year employee shall have the option of receiving his/her pay in one of the following methods:
  - a. Payment for completion of two (2) weeks of work on the payday following. Such payday shall coincide with that of the teaching staff.
  - b. 26 pays over a twelve month period. Employees choosing this method will have their expected yearly earnings divided into twenty-six (26) approximately equal pays. If there has to be an adjustment because of a change in yearly earnings, such adjustment shall occur as soon as practicable. Such paydays shall coincide with that of the teaching staff.

Upon employment, each school year employee shall file a form with the administration payroll department which indicates which method of payment is chosen. Such method will continue in force unless changed by the employee. If an employee desires to change the method of payment, he/she shall file a new form within five (5) days of the start of the school year in which the change is to take place.

2. Each 52-week employee shall be paid on the pay day following the completion of two (2) weeks of work, and every two (2) weeks thereafter. Such paydays shall coincide with that of the teaching staff.
3. On those occasions when the teaching staff goes three weeks between paydays, each 52-week employee shall be given a one (1) week paycheck prior to the first payday for the ensuing year for the teaching staff.
4. Employees working the night shift will receive their paychecks on Thursday PM.

##### B. PAY DEDUCTIONS

1. The Board shall make voluntary payroll deductions, upon written request from the employee, for annuities, credit unions, Association dues, Association service fees,

optional insurance programs, and other programs approved by the Board and the Association.

2. Association dues or service fees shall be deducted, pursuant to the provisions of Sections E. through J. below, in equal amounts, as nearly as may be possible, from the paychecks of each employee over the first twenty (20) pay-periods of each school year.
3. Annuities, if so elected, shall be deducted from each pay period starting with the employee's first pay each school year. The Board agrees to forward all annuity moneys to the appropriate companies within three (3) business days.
4. Part-time employees will pay a prorated amount of dues or service fees, according to procedures specified by the Association.

#### C. DOCUMENTS

The Board agrees to furnish to the Association, upon reasonable request, all available information concerning the financial resources of the district and such other information as will assist the Association.

#### D. COPIES OF CONTRACT

1. At the beginning of the contract year, each employee shall receive a copy of the Master Agreement. A copy of current Board policies shall be available in each building, and all employees shall be informed at once of any changes which pertain to them.
2. The Board shall provide all newly hired employees with a current copy of the Agreement and a current copy of Board policies that pertain to personnel issues.

#### E. ASSOCIATION DUES/FEES

Each bargaining unit member 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, either join the Association or elect to pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member 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 bargaining unit member's wages and remit same to the Association under the procedures provided below.

1. The procedure in all cases on non-payment of the service fee shall be as follows:
  - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph E. above.



- c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
  - d. Payroll deductions of service fees made pursuant to the procedure outlined above shall be made in equal amounts (as nearly as may be) from the remaining paychecks issued to that bargaining unit member for the fiscal year in question.
- F. Due to certain requirements established in recent Court decisions, the Association represents that the amount of the service fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be activated not less than thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- G. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the District, to provide the District for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures."

The Association further agrees to certify to the District that the Association, and the MEA/NEA for whom deductions are made under this Article, has complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.

Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- H. Further, the Association agrees to promptly notify the District in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the District shall promptly give notice to the Association of any decision made by the District with regard to compliance.
- I. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held

conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of the following:

1. Saranac Fire Department
  2. Saranac Food Pantry
  3. Ionia County Commission on Aging
- J. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this Article. The Association shall, when the District, Board (including individual trustees) or administrators are sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association, the MEA and NEA.

The Association shall have the right to negotiate a settlement with a bargaining unit member whose wages have been subject to involuntary deduction under this Article, provided that this does not involve expenditure of District resources or require the District to take other remedial action to which it has not consented. Further, the Association agrees to indemnify and save the District, the Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the District or its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its affiliates, the MEA and NEA, will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

#### ARTICLE 4

##### HOURS OF WORK

- A. All employees are expected to be at their regular assigned duty station at the scheduled time and remain until their scheduled dismissal time.
- B. Work assignments shall be made by the administration, with appropriate work schedules, complying with Board policy job descriptions.
- C. The regular full working week for full-time employees shall consist of forty (40) hours. The five (5) working days shall be Monday through Friday. Part-time employees may be hired and scheduled for less than forty (40) hours on any five (5) consecutive days. Additional hours of work during the scheduled five (5) days up to forty (40) hours of work shall be paid at the regular rate of pay. Individual employees and the administration may mutually agree to alternate work schedules (for example, four ten-hour days per week). If the administration desires to change the five (5) consecutive days which a part-time employee is scheduled to work, it must give the affected employee at least a two (2) week notice of such change. The intent of a change will be to accommodate a specific need of the administration and that will be so noted in the notice to the employee.

- D. The regular working week for full-time school year employees shall consist of thirty-two and one-half (32.5) hours. Part-time employees may be hired and scheduled for less than thirty-two and one-half (32.5) hours. The five (5) working days shall be Monday through Friday.
- E. 1. If an employee's shift is at least five (5) hours of duration, the employee shall take a break in the first half and then in the second half of his/her regular shift. In the event the responsibilities of the employee interfere with the opportunity to take a break, the employee shall take the break as soon as possible.
2. If the employee's shift is less than five (5) hours but at least two (2) hours of duration, only one (1) break may be taken.
3. Persons working a shift of less than two (2) hours duration shall not be entitled to a break.
4. Nothing shall prevent the employee and the supervisor from reaching mutually agreed upon alternatives to the scheduling of breaks.
5. Each break of an employee shall not exceed ten minutes.
- F. Each employee shall be entitled to a thirty (30) consecutive minutes duty free lunch hour that is unpaid. In the event an employee is expected by the administration to remain at or near the specific work site and be able to work during his/her lunch hour, the employee shall be paid for the lunch hour.
- G. In the case of working overtime (more than forty (40) hours per five day week) at the request of an administrator, the employee shall be paid at the rate of 1-1/2 times his/her regular hourly rate or given compensatory time for such overtime provided the hours worked are during the five (5) scheduled days or are on the first scheduled off day. Overtime shall normally be offered to bargaining unit members within each school within the classification in which the overtime is to be worked as follows: Overtime shall normally first be offered to the bargaining unit member having the greatest building classification seniority. If all bargaining unit members within the classification in the affected building refuse the overtime, it will normally be offered to other bargaining unit members within the same classification based on seniority.
- H. Overtime work performed on an employee's second scheduled off day or on a holiday shall be paid at double the employee's regular hourly rate or given compensatory time at one and one-half (1-1/2) the normal time.
- I. Whether an employee receives money or compensatory time shall be by mutual consent of the employee and the administrator.
- J. The employee shall give at least three days written notice of intent to use compensatory time except in cases of emergency. Such use can be at any time provided there is mutual consent between the employee and the administrator.
- K. Compensatory time shall be at the rate of one and one-half (1 1/2) hours for each one (1) hour worked, and may be accumulated to forty (40) hours. Hours of overtime worked after an employee has accumulated forty (40) hours of compensatory time will be paid at the appropriate overtime rate. If the accumulated compensatory time falls below forty (40) hours, the employee shall be allowed to accumulate time until the maximum of forty (40) hours is reached.

## ARTICLE 5

## WORKING DAYS

### A. EMERGENCY DAYS

1. 52-week employees will report to work when school is canceled due to weather or other emergencies.
2. School year employees, other than secretaries, will not be required to report to work when school is canceled due to weather or other emergencies.
3. 52-week employees will be paid only for those hours worked. Each employee may have until 12:00 Midnight to complete his/her work. Nothing shall prevent the employee and supervisor from mutually agreeing to alter the work time.
4. School year employees, other than secretaries, will be paid for the days missed when school is canceled due to weather or other emergencies provided the days do not have to be rescheduled as required by law. In the event school days are required to be rescheduled by law, the employees will receive payment for the time worked during the rescheduled days at the next scheduled pay period.
5. In the event that said employee cannot report to work due to weather conditions, he/she shall notify the supervisor as soon as practicable and will be able to use vacation or personal day(s). Nothing shall prevent the employee and the supervisor from mutually agreeing to alter the work time.

### B. HOLIDAYS

1. A 52-week employee will not be required to work on the following days and will be paid his/her current rate of pay, based on an eight (8) hour day or a prorated amount for part-time employees, for said holiday, providing the employee is either at work or on a paid vacation or leave, on the regular work day before and after the holiday. If the holiday falls on a Saturday or Sunday, the day immediately before or after the holiday shall be granted as the holiday provided school is not in session. In the event school is not in session, the day(s) to be used as "holiday" shall be determined with mutual agreement between the Board and the Association.

Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Good Friday  
Memorial Day

2. A secretary will not be required to work on the following days which occur within his/her contract year and will be paid his/her current rate of pay, based on an eight (8) hour day or a prorated amount for employees working less than eight (8) hours, for said holiday, providing the employee is either at work or on a paid vacation or leave, on the regular work day before and after the holiday. If the holiday falls on a Saturday or Sunday, the day immediately before or after the holiday shall be granted as the holiday provided

school is not in session. In this event, the day(s) to be used as "holiday" shall be determined with mutual agreement between the Board and the Association.

Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Good Friday  
Memorial Day

3. A school year employee will not be required to work on the following days and will be paid his/her current rate of pay for the number of hours normally worked, providing the employee is either at work or on a paid leave, on the regular work day before and after the holiday:
  - a. After two (2) years of service—Thanksgiving
  - b. After four (4) years of service—Thanksgiving and Christmas
  - c. After six (6) years of service—Thanksgiving, Christmas, and Memorial Day
  - d. After eight (8) years of service—Thanksgiving, Christmas, New Year's Day, and Memorial Day

## ARTICLE 6

### VACATION DAYS

- A. Each 52-week employee will be granted vacation, as follows:
  1. One day per month, to a maximum of ten (10) days per year.
  2. After five (5) years of service, 1.25 days per month, to a maximum of fifteen (15) days.
  3. After ten (10) years of service, 1.67 days per month, to a maximum of twenty (20) days.
- B. Vacation will be granted at such time during the year as is suitable, considering the wishes of both the employee and the efficient operation of the school system. Final decision shall rest with the Superintendent.
- C. A vacation may not be waived by an employee and double pay received for work during that period, unless the extra time is needed and agreed to by both the employee and the employer.
- D. Vacation time shall not accumulate beyond twenty (20) days.

ARTICLE 7  
ASSIGNMENTS

A. SENIORITY

1. Total seniority shall be defined as the length of time a bargaining unit member has continuously worked for the employer in positions covered by this agreement. Classification seniority shall be defined as the total length of time a bargaining unit member has worked for the employer in a specific classification. Classification seniority does not have to be continuous. Each bargaining unit member may have his/her name appear in more than one classification list for the purposes of transfers and/or layoff.
2. If a bargaining unit member is transferred into another classification, either by a voluntary or an involuntary transfer, his/her seniority shall be frozen in the classification from which the member is coming. Seniority in the new classification shall begin upon placement in the new position. Should the member return to the first classification, his/her seniority will again accrue in that classification.
3. Seniority shall accrue during a paid leave of absence or an unpaid leave of absence of thirty (30) days or less.
4. Seniority shall neither be increased nor lost during an unpaid leave of absence which is longer than thirty (30) days.
5. Seniority shall continue to accrue while an employee is laid off.
6. Seniority shall be forfeited if the employee resigns from the Saranac Community Schools or accepts a management position with the Saranac Community Schools.
7. Seniority accrual shall be the same for both full and part-time employees.
8. Ties between two (2) or more bargaining unit members with the same seniority date shall be broken by drawing of lots to determine the order of placement on the seniority list.
9. The Association will be provided an up-dated seniority list no later than April 15 of each year.

B. VACANCIES & TRANSFERS

1. A vacancy shall be defined as a newly created position or a present position that is not filled.
2. All vacancies occurring during the school year shall be posted in a conspicuous place in each building of the district for a period of five (5) work days. Such notices shall be posted in each staff lounge and administrative office. Said posting shall contain the following information:
  - a. Location of work
  - b. Starting date
  - c. Hours to be worked

3. During the times that school is not in session, the posting shall be for a period of ten (10) work days. Employees who desire notification by mail of such postings shall leave self-addressed/stamped envelopes with the administrative office.
4. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the posting period noted in either 2. or 3. above.
5. If a bargaining unit member applies for a posted position within his/her same job classification, he/she shall be granted an interview for the position. After the expiration of the posting period, the Board may fill the position by transfer of an employee within the classification or by awarding the position to another applicant. In making the decision to award the position, the Board will consider length of service in the school district, qualifications, skills, abilities, experience, and other relevant factors of the applicants. The applicant selected shall be notified of his/her selection and the time and place to report for work.
6. In cases of an involuntary transfer, seniority within a classification (custodian, secretary, instructional paraprofessional, or school paraprofessional) shall be taken into consideration, with the superintendent making the final decision. Normally, the least senior employee in the building in the appropriate classification will be transferred unless there is a more senior employee in the appropriate job classification who volunteers to be transferred.
7. If a bargaining unit member is transferring from one type of position to another within the unit, a probationary period of twenty (20) work days shall be established. If either the employee or the administration decides, within the probationary period, that the employee cannot perform the duties assumed, the employee shall return to the previously held position. In such cases, the administration shall not be required to repost the position, but shall reconsider previous applicants for the position.
8. If an employee transfers between one classification and another, the transfer on the salary schedule shall be to the salary step closest, but not lower than the previously held salary step.

#### C. INCREASE/DECREASE IN SCHEDULED TIME

1. In the event an employee bids on and accepts another position that ultimately has an increase of more than one (1) hour each day within the first year of the original posting, the position shall be posted for internal applicants only pursuant to B., 2., 4., and 5. above.

In the event another employee is placed into the position, the affected employee shall be allowed to return to his/her previously held position, if it exists, or to the position vacated by the applicant. Said request shall be made by the employee within three (3) work days of the notice of the "bump."

No more than three (3) employees shall be affected by this procedure with the third employee being placed into the available position.

2. In the event an employee bids on and accepts another position that ultimately has a decrease of more than one (1) hour each day within the first year, the employee shall be allowed to return to his/her previously held position if it exists. Said request to return to the previously held position shall be made by the employee within five (5) work days of the notice of the decrease in hours.

The employee currently in the previously held position shall be allowed to return to his/her previously held position, if it exists, or to the one vacated by the other employee. Said request shall be made by the employee within three (3) work days of the notice of the "bump."

No more than three (3) employees shall be affected by this procedure with the third employee being placed into the available position.

3. In no event shall the application of 1. or 2. above allow an employee to be placed into a paraprofessional position for which he/she is not qualified pursuant to the recognized guidelines for a job classification. In the event an application of either 1. or 2. above would cause this, the procedure shall stop with the last employee so allowed to move appropriately.

#### D. REDUCTION OF STAFF

1. In the event a reduction in the number of personnel becomes necessary, seniority at the Saranac Community Schools in the classification being reduced will become the determining factor.
2. The least senior employee in the classification being reduced will be the one whose schedule will be reduced in time or who will be laid off.
3. In the event the employee who is laid off has seniority in another classification, he/she will be placed into the other classification. If this causes the other classification to have a less senior employee, he/she shall be the one who is laid off.
4. Thirty (30) days notice of a schedule reduction or layoff shall be provided to the employee so affected.
5. Rehiring or restoring hours will be done in inverse order.

#### E. REDUCTION OF HOURS

1. In the event a reduction in the number of hours becomes necessary, a determination will be made with respect to whether said reduction will be made individually or will be made across the classification.
2. If the reduction in the number of hours is done individually, the least senior individual in the affected classification shall be the employee whose hours are reduced.
3. If the Administration decides that the reduction in the number of hours is to be made across the classification, the Association shall be given an opportunity to discuss the decision prior to its actual implementation. If the Association and the Administration can mutually agree to an alternate method, the alternate method will be implemented. The Administration will make the final decision in the event there is no mutually agreed upon alternative.

#### F. RESIGNATION

The employee will be required to give two calendar weeks notice of resignation, in writing, to the Superintendent. Failure to work the required number of days shall result in forfeiture of all



earned vacation days and other fringe benefits not already paid by the employee unless approved by the Superintendent.

**G. SUBCONTRACTING**

In the event the Board and/or administration considers subcontracting bargaining unit work, the Association President will be immediately notified. The Association will be given the opportunity to consult with the Board about the effect of such subcontracting.

**H. SUBSTITUTING**

If an employee is absent and a substitute will be necessary, except in cases of emergency, a bargaining unit member in the same building within the same classification whose hours are less than the absent employee will be offered the opportunity to substitute for the absent employee. The intent is that the person work his/her normal work shift and substitute during an off duty time period(s) unless the administration decides to switch the employee's work shift duties.

**ARTICLE 8**

**SALARY & FRINGE BENEFITS**

**A. WAGES**

**1. Custodial/Maintenance**

Step	1996-97	1997-98	1998-99
1	\$ 9.13	\$ 9.40	\$ 9.68
2	9.77	10.06	10.36
3	10.37	10.68	11.00
4	10.96	11.29	11.63
5	11.55	11.90	12.26

**2. Instructional Paraprofessional**

Step	1996-97	1997-98	1998-99
1	\$ 9.13	\$ 9.40	\$ 9.68
2	9.77	10.06	10.36
3	10.37	10.68	11.00
4	10.96	11.29	11.63
5	11.55	11.90	12.26

**3. Classroom Paraprofessional**

Steps	1996-97	1997-98	1998-99
1	\$ 7.93	\$ 8.17	\$ 8.42
2	8.42	8.67	8.93
3	8.90	9.17	9.45
4	9.39	9.67	9.96
5	9.91	10.21	10.52

4. School Paraprofessional

Steps	1996-97	1997-98	1998-99
1	\$ 6.78	\$ 6.98	\$ 7.19
2	7.20	7.42	7.64
3	7.63	7.86	8.10
4	8.09	8.33	8.58
5	8.57	8.83	9.09

5. Secretarial

Steps	1996-97	1997-98	1998-99
1	\$ 9.59	\$ 9.88	\$ 10.18
2	10.19	10.50	10.82
3	10.80	11.12	11.45
4	11.41	11.75	12.10
5	12.02	12.38	12.75

6. The employee will be paid an additional twenty-one cents (\$.21) per hour when the scheduled work day starts after 2:00 PM.
7. The anniversary date of the employee will be at the beginning of the contract year for the purposes of step advancement and vacation allotment.

B. INSURANCE

1. The employer shall formally adopt a plan document that complies with Section 125 of the Internal Revenue Code.
2. For each full-time employee during the life of this contract, the Board will provide a monthly maximum of \$563.83 toward the MESSA PAK A premium or a monthly maximum of \$80.48 toward the MESSA PAK B premium

In the event the actual monthly premium cost exceeds the amount provided by the Board, the individual employee shall be responsible for the excess premium cost attributable to the employee's specific plan. The total excess monthly premium costs shall be, to the extent possible, deducted equally from two (2) paychecks per month.

Plan A SuperCare 1, Delta Dental (60-60-60: \$1,000 maximum), \$10,000 Negotiated Life, Vision VSP-2, Long Term Disability.

Plan B Delta Dental (60-60-60: \$1,000 maximum), Vision VSP-2, \$15,000 Negotiated Life, Long Term Disability.

3. For an employee who elects Plan B, the employer shall provide a cash option. The cash option amount for 1996-97 shall be \$125.25 per month.

The 1996-97 monthly cash option amount shall be increased for 1997-98 by the same amount as the increase in premium for Plan A from the 1996-97 premium.

The 1997-98 monthly cash option amount shall be increased for 1998-99 by the same amount as the increase in premium for Plan A from the 1997-98 premium.

4. The amount of any cash option amount received by an employee may be applied to an annuity program of the employee's choice. The annuity program selected must be one approved by the Board, and the employee shall enter into a salary reduction agreement with the Board.

In the event that an employee selects Plan B and elects to receive this cash option, as provided in the Section 125 document approved by the Board, any direction of this cash option to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

5. Any disputes relative to the administration and/or operation of the Saranac Community Schools cash option plan shall be resolved in conformance with the Claims Procedure and Appeal of Denied Claims sections of that plan.
6. The Long Term Disability Coverage shall be: 66 2/3% coverage; \$2,500 per month maximum; 120 work days (modified fill); freeze on offsets; alcoholism/drug 2 year maximum; mental/nervous 2 year maximum.
7. A new or revised application for insurance coverage will take effect the first month following the filing of an application in the Superintendent's office, provided that the carrier, policyholder and underwriter allow the enrollment or change at that time.
8. Coverage shall terminate at the end of the month in which the employee's resignation, dismissal, or unpaid leave of absence is effective (with the exception of Family and Medical Act Leaves), except that an employee who completes his/her contracted yearly obligation shall be entitled to his/her coverage through the month of August.
9. For a 52-week employee who is employed less than full time, the Board will pay that percentage of the premium which represents the percentage of time the employee is working for the school system should the employee desire to participate in either insurance package Plan A or Plan B. The employee is responsible for the balance of the premium.
10. For a school year employee who is employed less than full time, he/she shall be allowed to purchase Super Care 1 medical insurance through the District at the group rate available to the District if the employee so desires. The employee is responsible for reimbursing the district for payment of all applicable premium amounts.
11. For a school year employee who is employed less than full time, the Board will provide \$10,000 MESSA Negotiated Life Insurance.

#### C. LEAVE DAYS

##### 1. Sick Leave

- a. All employees will earn one (1) sick leave day per month worked. (maximum of 12 per year)
  - 1) The unused portion of sick leave days will be accumulated to a maximum of 180 days.

- 2) Accumulated sick leave days are carried over only for those employees returning from the previous year, or from an approved leave of absence.
  - 3) Hours of planned absences or emergencies shall be cumulative to full day equivalencies and deducted from sick leave days.
- b. Sick days may be used for:
- 1) Personal illness, injury and/or disability, of employee.
  - 2) Medical or dental appointments which cannot be scheduled at any other time.
  - 3) Illness or injury to an immediate family member (father; mother; spouse; child; or, if currently residing with the member, significant other family member).
- c. In order to be eligible for payment of sick leave, a bargaining unit member must notify his/her supervisor (or an individual designated by the supervisor) of absence not later than one (1) hour prior to the start of work unless in an emergency and then as soon as practicable.
- d. In the event the Administration believes that there is abuse of sick leave by an employee, the Administration shall notify the employee in writing. Upon further absence by the same employee, the Administration may require that the employee provide a physician's statement attesting to the need of absence. Failure of an employee to provide the appropriate physician's statement upon request will result in denial of use of sick leave. Continued abuse may result in further disciplinary action.
- e. If it is necessary for an employee to be absent from duty due to illness or injury compensable under the Michigan Workers' Disability Compensation Act, he/she shall receive from the District, at the employee's option, payment which represents the difference between his/her net salary and the amount received as workers' compensation benefits with the resulting deduction of sick leave prorated to the amount of payment received. For example, if worker's compensation pays sixty percent (60%) of the net pay amount, the employee will receive forty percent (40%) from the District with a four tenths (.4) deduction of sick leave days for each day covered.

## 2. Personal Leave

- a. Each employee will be allowed two (2) personal leave days per year.
- 1) The unused portion of personal leave will be added each year to the accumulated sick leave days.
  - 2) Hours of planned absences or emergencies shall be cumulative to full day equivalencies, and deducted from personal leave days.
- b. To qualify for a personal leave day:
- 1) A written request by the employee for approval, will be submitted through the Principal, to the Superintendent, at least 24 hours before the effective time of leave, except in cases of emergency.

3. Leave of Absence, With Pay

Leave of Absence with pay shall be granted for:

- a. Appearance in court for jury duty or school related matters providing the employee shall remit to the Board, all monies received for such services, minus reimbursed expenses.
- b. An employee who is injured on the job will receive his/her worker's compensation income. The Board will pay the difference and deduct the employee's accumulated sick days by the pro-rated amount. This will be accomplished by continuing to issue the employee his/her regular pay check. When the employee receives the worker's compensation, he/she shall sign the check over to the District.
- c. Up to three (3) days per year shall be allowed for each death in the immediate family. Immediate family is defined as: spouse, child, step-child, sibling, step-sibling, parent or step-parent, spouse's parent or step-parent, grandparents or step-grandparents, grandchildren, or step-grandchildren. The number of days may be extended at the discretion of the Superintendent.

4. Leave of Absence, without pay

a. Illness/Disability Leave

- 1) An employee eligible for leave under the Family and Medical Leave Act shall be entitled to disability leave for periods not to exceed twelve (12) weeks without pay upon written statement from a physician for the serious health condition of the employee or the employee's immediate family (spouse, parent, or child). This unpaid leave shall commence after the exhaustion of the period compensated by sick leave, vacation, and/or personal days unless the employee or employer selects otherwise.
- 2) Upon return from leave, the employee shall be returned to his/her position held at the time of the disability or to a position that seniority and qualifications entitles him/her. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other working conditions of employment in the same job category. In no case will an employee be returned to a position in the event a layoff has occurred and the employee would be on layoff status if he/she had been at work during the leave.
- 3) The Board will continue hospital/medical, dental and vision premium contributions on behalf of the employee (and eligible dependents) for up to twelve (12) weeks for employees who are on an unpaid leave of absence under the Family and Medical Leave Act as is specified in paragraph a. 1) above. For periods beyond the twelve (12) week period described above, the payment of the premium is the responsibility of the employee. 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 premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within thirty (30) days of demand.

- 4) Where an employee requests intermittent leave or reduced schedule leave for personal serious illness/disability or to care for a seriously ill family member as authorized under the Family and Medical Leave Act, the Board may require that the employee transfer temporarily to an alternative position for which the employee is qualified and which has an equivalent pay rate and benefits where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment. Where the temporary transfer is to part-time position, the pay rate and benefits shall be adjusted accordingly, in conformance with the other terms of this Agreement. Intermittent leave shall be taken in intervals of not less than two (2) hours. The employee shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.
- 5) The employee, upon request, will supply a statement from a doctor supporting the need for a leave granted under this section. The Board retains the right to require a second opinion from a doctor of its choice at Board expense. If the second opinion differs from the first, the employee and the Board shall mutually agree upon a third doctor from whom an opinion will be sought at Board expense. The opinion of the third doctor shall be considered final and binding on the Board, employee and Association with respect to the need for such leave.
- 6) Prior to return from a leave granted under this subsection, the Board retains the right to require a statement from a doctor with respect to the employee's fitness to return to work at the conclusion of the leave.
- 7) This leave may be extended for a period of up to one (1) year upon request. At the expiration of the extension of the leave, the employee will either be returned to a vacant position for which he/she is qualified and seniority provides or placed on lay off status. In the event the employee is placed on lay off status, the employee shall be returned to the first vacant position for which he/she is qualified and seniority provides. Posting for the vacant position in this case shall be waived.

b. Child Care Leave

- 1) Upon request, child care leave shall be granted to an employee otherwise eligible for such leave under the Family and Medical Leave Act for up to twelve (12) weeks commencing at a date agreed upon by the Superintendent and the affected employee. Such leave will be for the caring of a son or daughter or for the caring of a son or daughter placed in the home for adoption or foster care. When this leave is taken in order to care for a child with a serious health condition, under the Family and Medical leave Act, leave will commence upon the exhaustion of the period compensated by sick leave, vacation and/or personal leave days unless the employee or employer directs otherwise.
- 2) Upon return from leave, the employee shall be returned to his/her position held at the time of the disability or to a position that seniority and qualifications entitles him/her. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other working conditions of employment in the same job category. In no case will an employee be returned to a position in the event a layoff has occurred and the employee would be on layoff status if he/she had been at work during the leave.

- 3) The Board will continue hospital/medical, dental and vision premium contributions on behalf of the employee (and eligible dependents) for up to twelve (12) weeks for employees who are on an unpaid leave of absence under the Family and Medical Leave Act as is specified in paragraph b. 1) above. For periods beyond the twelve (12) week period described above, the payment of the premium is the responsibility of the employee. 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 premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within thirty (30) days of demand.
- 4) Where an employee requests intermittent leave or reduced schedule leave for personal serious illness/disability or to care for a seriously ill family member as authorized under the Family and Medical Leave Act, the Board may require that the employee transfer temporarily to an alternative position for which the employee is qualified and which has an equivalent pay rate and benefits where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment. Where the temporary transfer is to part-time position, the pay rate and benefits shall be adjusted accordingly, in conformance with the other terms of this Agreement. Intermittent leave shall be taken in intervals of not less than two (2) hours. The employee shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.
- 5) This leave may be extended for a period of up to one (1) year upon request. At the expiration of the extension of the leave, the employee will either be returned to a vacant position for which he/she is qualified and seniority provides or placed on lay off status. In the event the employee is placed on lay off status, the employee shall be returned to the first vacant position for which he/she is qualified and seniority provides. Posting for the vacant position in this case shall be waived.

c. General Leave

- 1) Upon request to the superintendent, an employee may be granted an unpaid leave not to exceed twelve (12) months. Such leave is subject to Board approval if the request is for longer than five (5) days.
- 2) Leave granted under this provision shall not be granted for periods of time less than one (1) day.
- 3) No more than two (2) bargaining unit members may be on a leave under this subsection at any one time except as allowed by the Superintendent.
- 4) Leave granted under this subsection may not be used to extend vacation and/or holiday periods except as allowed by the Superintendent.
- 5) Return from a leave under this subsection does not guarantee an employee's return to the same position except if the leave is for five (5) days or less. Return from a leave under this subsection will be to the same position, if available, or to a similar position, if available. In no case will an employee be returned to a position

in the event a layoff has occurred and the employee would be on layoff status if he/she had been at work during the leave.

- 6) The approval of a leave of absence under this subsection will entitle the employee to retain all seniority rights except as specifically limited in Article 7, Section A.
5. An employee shall not accrue sick leave, emergency leave, or personal leave entitlement while on unpaid leaves of absence under this Section.

#### D. DAMAGE TO PERSONAL PROPERTY

If the employee has taken reasonable precautions, and reports the damage within two (2) working days, the Board will reimburse the employee for any loss, damage, or destruction of personal property caused by students while in school, or on school premises, and not collectable from other sources. A committee of three (3), one (1) employee, one (1) board member, and one (1) administrator will determine if reimbursement is warranted.

#### E. TERMINAL LEAVE

1. The number of sick leave days that can be used for terminal leave purposes will be determined as follows:
  - a. Any bargaining unit member who has accumulated ninety (90) sick leave days or more at Saranac Schools as of July 31, 1989, can use that number for maximum potential terminal leave.
  - b. Any bargaining unit member who has accumulated less than ninety (90) sick leave days at Saranac Schools as of July 31, 1989, may accumulate up to ninety (90) days for maximum potential terminal leave.
2. Retired bargaining unit members shall receive a terminal leave payment equal to fifty percent (50%) of their daily rate of pay times their accumulated terminal leave days. However, the last year of service prior to retirement must be with Saranac Community Schools and within five (5) years of receipt of the first retirement check. Payment will be made after retirement, in twelve (12) monthly payments. Any unemployment compensation collected by the retiree will be deducted from each payment.

- F. If an employee is required to work with a student who is in need of specialized care, such employee shall be provided with appropriate training as is necessary to work with the student. In cases where the specialized care requires training which is medical in nature, the employee will be trained to provide emergency care only.
- G. If an employee is required to supervise the dispensation of medicine pursuant to his/her Board approved job description, said employee shall follow Board approved guidelines/policy that comply with applicable State and/or Federal law.
- H.
  1. If an employee is required to attend in-service training, the employee will receive his/her normal hourly rate of pay for each hour that the in-service covers and the cost(s) of attending the in-service will be paid by the District.
  2. An employee may be asked by the administration to attend in-service training which will further the employee's skills in performing the job assignment. In such cases, the



employee will receive his/her normal daily rate of pay and the cost(s) of attending the in-service will be paid by the District.

3. Said cost(s) of attending an in-service shall include registration fee, meal cost(s), mileage, and parking. Nothing shall require the District to pay mileage for an employee to attend an in-service at the employee's work site on the employee's normal work day.
- I. Each employee, upon request, shall be provided an Athletic pass that will cover the cost of attending any home athletic event for the employee. In exchange for the pass, the employee may be asked to donate a portion of their time (two to three contests per year) to assist the principal and athletic director in crowd supervision.

## ARTICLE 9

### EVALUATION & DISCIPLINE

#### A. RECORD AND FREQUENCY

1. The evaluation of the performance of an employee shall be conducted at least once every three (3) years.
2. At the beginning of the year in which an employee will be evaluated, the employee shall be given the basis on which the evaluation will be made including the time period during which it will occur. If the employee desires, he/she will be given an opportunity to discuss the basis with the supervisor doing the evaluation.
3. Upon the completion of the evaluation period, the formal evaluation of the performance of an employee shall be reduced to writing and placed into the employee's personnel file. The employee will be provided a copy of the evaluation. There will be a place on the evaluation form for the employee's signature to acknowledge receipt of the evaluation.

#### B. OBSERVATIONS

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

#### C. FILES

Each employee shall have the right, upon request to the Superintendent, to review the contents of his/her personnel file. An Association representative may be in attendance, upon the employee's request.

#### D. DISCIPLINARY ACTIONS

1. An employee shall receive a copy of a warning, reprimand, or disciplinary action, if the infraction is serious enough to be placed in the employee's personnel file. The employee may file a written response to be placed in his/her file.
2. If, in the opinion of the administrator, an employee is not performing in compliance with his/her job description, notice will be given. The notice shall include the areas of weakness, and possible solutions, and shall be placed in the individual's personnel file. A signed copy shall be given to the employee involved.

3. No employee shall be discharged or disciplined without just cause.

## ARTICLE 10

### GRIEVANCE PROCEDURE

#### A. INITIATING A GRIEVANCE

After a full discussion of the situation orally with the immediate supervisor, any employee, group of employees, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may file a written grievance with the immediate supervisor, within thirty (30) days after the occurrence. The grievance shall be deemed waived if not filed timely with the thirty (30) day period.

#### B. TIME SCHEDULE FOR APPEALS

1. The time lines set forth shall be strictly observed. Within five (5) working days of receipt of the written grievance, the immediate supervisor shall approve or disapprove it. If no disposition is forthcoming within the five (5) working day period, or should the grievant or the Association be dissatisfied with the disposition of the immediate supervisor, the grievance may be appealed to the Superintendent within five (5) working days from the immediate supervisor's disposition or the end of the five (5) working day period, if no disposition.
2. Within five (5) working days of receipt of the written grievance, the Superintendent shall approve or disapprove it. If no disposition is forthcoming within the five (5) working day period, or should the grievant or the Association be dissatisfied with the disposition of the Superintendent, the grievance may be appealed to the Board within five (5) working days from the Superintendent's disposition or the end of the five (5) working day period, if no disposition. The appeal must be filed with the Secretary of the Board of Education with a statement of reasons why the Superintendent's disposition is unsatisfactory.
3. Within ten (10) working days from the receipt of the written grievance, the Board shall pass upon the grievance.

The Board shall notify the Association, in writing, of its decision, within five (5) working days from the date of the decision.

#### C. ARBITRATION

In all grievances, except for those involving the discharge or discipline of an employee, should the Association be dissatisfied with the disposition of the Board, or if no disposition is forthcoming within the fifteen (15) working day period, the Association, within ten (10) working days from the Board's disposition or the end of the fifteen (15) working day period, if no disposition, may file a demand for arbitration with the American Arbitration Association, and if not so filed timely within the ten (10) working day period, the grievance shall be deemed abandoned.

If the parties are unable to agree upon an arbitrator, he/she shall be appointed under the rules of the American Arbitration Association.

The arbitrator, so selected, will confer with the parties, and hold hearings promptly and will issue his/her decision, not later than twenty (20) working days from the date of the close of the hearing. The arbitrator's decision shall be in writing, and will set forth his/her findings of

facts, reasoning, and conclusions of the issues submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/Her authority shall be limited to deciding whether specific articles and sections of this Agreement have been violated. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the laws and this Agreement. The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding. The arbitrator's fee and other expenses of arbitration shall be paid by the loser. Each party shall bear their own expenses of representation in connection therewith.

## ARTICLE 11

### CONTINUITY OF OPERATIONS

The Association, its members or agents shall not promote, encourage, condone, or participate in a strike, as defined by the Michigan Public Employment Relations Act.

## ARTICLE 12

### NEGOTIATION PROCEDURES

There are no understandings or agreements or past practices which are binding on either the Board or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Board or the Association until it has been put in writing and signed by both the Board and the Association as either an amendment to this Agreement or a letter of understanding signed by both parties.

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted hereunder.

## ARTICLE 13

### ASSOCIATION TIME

The Association will be granted forty (40) hours with pay per year for Association business. The time may be taken in increments of no less than one (1) hour unless by agreement of the administration and will not be deducted from any other leave time.

Bargaining unit members whose shifts begin after twelve noon may request the right to take time off for union meetings, so long as they arrange to make up the time lost on the same day.

## ARTICLE 14

### DURATION OF AGREEMENT

#### A. DURATION

1. This Agreement shall be effective August 23, 1996 through August 28, 1999.

2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. PROCEDURE FOR AGREEMENT CHANGE

1. Either of the parties hereto desiring a change shall notify the other party, in writing.
2. Whenever notice is given for change, the nature of change desired must be specified.
3. The receiving party shall reply in writing and within fifteen (15) working days to the originating party.
4. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.
5. If a change in the contract is agreed upon by the Board and the Association, it will be placed in writing and signed by a representative of the Board and the President and one other member of the Association.

In witness whereof, the parties below have set their hands.

For the Saranac Educational Support Association

Carrie E. Thomas  
President

October 2, 1996  
Date

Kathryn Frederick  
Chief Negotiator

10-7-96  
Date

For The Saranac Board of Education

Janice E. yaw  
President

9-5-96  
Date

Leresa McCarty  
Secretary

9-5-96  
Date

LETTER OF AGREEMENT #1

The Board of Education and Saranac Educational Support Association mutually agree that employees receiving insurance benefits as of June 30, 1989, will continue to receive those benefits under the grandfather clause. Those receiving benefits under this clause are Janice Kelly and Janice Renwick.

For the Saranac Educational Support Association

For the Saranac Board of Education

/s/ Janice M. Renwick

/s/ Bruce Chadwick

6/7/94  
Date

6/6/94  
Date

/s/ Janice R. Kelly

6/14/94  
Date

/s/ Kathleen TerBurgh

6/14/94  
Date

LETTER OF AGREEMENT #2

The parties hereby agree that the Assistant Mechanic shall be a member of this bargaining unit for that proportion of his duties that is custodial or maintenance in nature. For the duration of this contract, this will be deemed to be no more than ten (10) hours per Monday through Friday work week.

For the Saranac Support Educational Association

For The Saranac Board of Education

/s/ Kathleen TerBurgh  
President

/s/ Donald Leslie Sr  
President

6/22/94  
Date

6/14/94  
Date

/s/ Karilyn Frederick  
Chief Negotiator

/s/ Karl Jones  
Secretary Pro Tem

6/21/94  
Date

6/14/94  
Date

Letter of Agreement #3

The parties hereby agree that each of the following employees shall be maintained at their 1995-96 hourly rate of pay until a step on the salary schedule for "School Paraprofessional" meets or exceeds the specific employee's hourly rate of pay amount. At that time, the affected employee's hourly rate of pay, hence placement at the appropriate step of the salary schedule, will be the same or at the next higher rate of pay and advancement shall begin again with the ensuing school year.

In the event an affected employee bids on and is accepted into a position other than the one held as of June 7, 1996, and prior to the action of the above paragraph, the employee's hourly rate of pay will be that of the new position.

Sharon Adgate

Art Masch

Bonnie Winslow

Wilma Wright

For the Saranac Support Educational Association

For the Saranac Board of Education

Carrie E. Thomas

President

Janice E. Yaw

President

October 2, 1996

Date

9-5-96

Date

Letter of Agreement #4

Upon bargaining a successor Master Agreement to that which expired on August 28, 1996, the parties agreed to separate the previous category of paraprofessionals called "School Paraprofessional" into two (2) separate and distinct categories. The intent was to have the category "Classroom Paraprofessional" continue on the same salary schedule track as the previously named "School Paraprofessional" while the newly identified category called "School Paraprofessional" would be placed on a lower rate of pay salary schedule track. Specific positions from the original School Paraprofessional category were identified and then placed into the two (2) new categories. Due to this re-alignment, some 1995-96 employees would be performing the same work for a portion or all of their ensuing assignments for a lower rate of pay according to the contract because of the separation into the two (2) new categories.

In recognition of the above, both parties agree to the following:

1. For any portions of the assignments of the below named individuals that were previously paid at the 1995-96 School Paraprofessional rate and are now classified as "School Paraprofessionals," the individuals shall continue to receive their 1995-96 hourly rate of pay until the rate of pay for the category "School Paraprofessional" meets or exceeds the amount. At that time they shall begin receiving the appropriate School Paraprofessional rate of pay and shall begin to advance on the salary schedule the next school year.
2. For any portions of the assignments of the below named individuals that were previously paid at the 1995-96 School Paraprofessional rate and are now classified as "Classroom Paraprofessionals," the individuals shall be paid at the appropriate hourly rate of pay for Classroom Paraprofessionals.
3. In the event an affected individual changes all or a portion of the 1995-96 assignment by voluntarily bidding on and accepting another assignment, the individual will be paid the appropriate rate of pay for the new position or portion of position.
4. The employees so affected by the agreement to increase and change the names of the categories are:

Sharon Adgate

Art Masch

Gloria Sprague

Bonnie Winslow

Wilma Wright

5. All other negotiated benefits for the paraprofessional classification shall be maintained as bargained.

For the Saranac Support Educational Association

For the Saranac Board of Education

Carrie E. Thomas  
President

Janice F. Yaw  
President

October 22, 1996  
Date

10-28-96  
Date



## LETTER OF UNDERSTANDING #5

It is mutually understood and agreed that in an attempt to clarify application of the past practice of the parties as it relates to Article 8, Section A., 7. of the 1996-99 S.E.S.A. Master Agreement, both parties hereby agree to the following:

1. Article 14, Section A. 1. of the current Master Agreement shall be changed to read as follows: "This Agreement shall be effective August 23, 1996 through June 30, 1999."
2. The negotiated wage increases for years two and three of the 1996-99 S.E.S.A. Master Agreement are effective July 1, 1997 through June 30, 1998 for one year, and July 1, 1998 through June 30, 1999 for year two.
3. A new subsection 8, Section A will read as follows: "The salary rates in 1. through 5. above are effective August 23, 1996 through June 30, 1997 for the first year. For years two and three, wage increases shall take effect July 1, 1997 and July 1, 1998 respectively."
4. Compensatory time will be offered to employees affected by this year's later than usual wage increase date. This time will be prorated based on the number of hours worked between July 1, 1996 and August 23, 1996 and will not be more than one full day for each affected employee.

Carrie Thomas  
Carrie Thomas, President  
Saranac Educational Support Association

May 27, 1997  
Date

Bruce Chadwick  
Bruce Chadwick, Superintendent  
Saranac Community Schools

April 25, 1997  
Date

## Letter of Understanding # 6

It is mutually understood and agreed that Article 8.C.4.b.5 shall be revised to read as follows:

- 5) This leave may be extended for a period of up to two (2) years upon request. At the expiration of the extension of the leave, the employee will either be returned to a vacant position for which he/she is qualified and seniority provides or placed on lay off status. In the event the employee is placed on lay off status, the employee shall be returned to the first vacant position for which he/she is qualified and seniority provides. Posting for the vacant position in this case shall be waived.

Carrie E. Thomas  
SESA President

Bruce Chodwick  
Superintendent for the Board of Education

January 13, 1998  
Date

Jan 12, 1998  
Date

