6/30/97

File: GDB-E4

# SUPPORT STAFF CONTRACT

## BETWEEN THE

# **CRAWFORD AUSABLE**

# SCHOOL DISTRICT

**GRAYLING, MICHIGAN** 

AND THE

# **CRAWFORD AUSABLE**

# SUPPORT STAFF FEDERATION

Affiliated With

# MFT, AFT, AFL-CIO

1994-95 1995-96 1996-97

rowford Durable School District

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## SUPPORT STAFF MASTER AGREEMENT 1994-95, 1995-96, 1996-97

This Agreement is entered into by and between the Crawford AuSable Support Staff Federation affiliated with MFT, AFT, AFL-CIO, hereinafter termed the "Union", and the Crawford AuSable School District, hereinafter termed the "Board", who shall be the sole parties to this Agreement.

## ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative for all food service, library clerks, monitors, teacher paraprofessionals personnel, employed or to be employed by the Board (whether or not assigned to public school building), but excluding supervisory personnel. The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining unit as above defined and reference to one sex shall include the other.
- B. Within thirty days of the beginning of their employment hereunder, the employee may sign and deliver to the Board an authorization for deduction for credit unions, savings bonds and membership dues and assessments of the Union upon such conditions as the Union shall establish, such sum to be deducted from the regular salaries of all members and remitted not less frequently than monthly to the Union. Such withholding may be changed once during the term of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the School Code of 1955, as amended, all regulations pursuant thereto, and other laws and regulations. The rights granted to employees herein shall be deemed to be in addition to those provided elsewhere.
- D. A copy of the letter to new employees will be sent to the Union President and Treasurer.

## ARTICLE II FINANCIAL RESPONSIBILITY

- A. Any employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties shall; as a condition of employment, pay a service fee to the Union, which shall be an amount equal to the dues required to be paid by the members of the Crawford AuSable Support Staff Federation affiliated with MFT, AFT, AFL-CIO. The employee may authorize payroll deduction for such fee in the same manner as provided in the preceding Article. In the event that an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Board shall, at the request of the Union, terminate the employment of such employee. The parties recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
  - 1. The Union shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge shall be filed with the Board in the event that compliance is not effected.
  - If the employee fails to comply, the Union shall file charges in writing with the Board and shall request termination of the employee's employment.

A copy of the notice of noncompliance and proof of service shall be attached to said charges.

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- 3. The Board, upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges. In the event the employee complies with the financial responsibility provisions herein at any time prior to discharge, the Union shall withdraw charges.
- C. The Board agrees to remit service fees which are payroll deductible not less frequently than monthly to the Union.
- D. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Union further agrees to indemnify the Board for any cost for damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:
  - 1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
  - 2. The Union, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court of other tribunal regarding the validity of this section or the damages which may be assessed against the Board by such court or tribunal.
  - 3. The Union has the right to select legal counsel to defend any such suit or action.
  - 4. The Union shall have the right to compromise or settle any claim made against the Board under the provisions of this Article.

This Article shall be effective retroactively to the date of this Agreement, and all sums payable herein shall be determined from said date.

#### ARTICLE III FRINGE BENEFITS

The following are fringe benefits under the terms of this Agreement:

- A. Sick Leave Eight (8) days per year accumulative to 175 days.
- B. <u>Personal Business</u> Four (4) days per year. Any personal business days not used may be accumulated as sick leave days up to 10, making a total accumulative sick leave of 185 days. Personal business days may not be used to extend a vacation. One personal day may be used for a snow day at the individual employee's discretion.
- C. <u>Health Insurance</u> The Board shall provide without cost to the employee full family Blue Cross/Blue Shield as follows to those working an average day in excess of four hours. Those employees who work an average day of four hours or less receive the single subscriber rates for Blue Cross/Blue Shield:

Comprehensive Hospital, Semiprivate Room, Riders D-45NM, CC, DCCR & SA; Michigan Variable Fee-1, Riders ML, CLC-2, PPNV-1, FAE-RC, VST, Reciprocity, DC & SD; Prescription Drug Program - \$2.00 copay; May 15th through June 1, employees may submit copies of prescription receipts from the previous 12 months. The school district will reimburse the employee to create a \$.50 copay rider for prescriptions. All requests for payment shall be made by June 1 of each year to be eligible for payment and payment will be made only once each 12 month period; Catastrophic Master Medical - Option IV, Rider MMC-PD; SAT-2, Comprehensive Preferred Dental (Free Standing), Riders CR-25-50-50, MBL-1000, CDC-DC; Exact Fill; COB-3. Changes in family status shall be reported by the employees to the Central Office within 30 days of such change.

- D. <u>Dental Insurance</u> The Board shall provide at no cost to the employee dental insurance with \$1,000.00 annual maximum and a payment schedule of 75% for preventive, 50% for restorative and 50% for dentures/bridges as provided within the guidelines of the insurance policy procedures. Employees may submit copies of preventive exam receipts from the previous 12 months between May 15 and June 1 in that year. If proof of annual exams is received, the district will pay on a covered individual basis for preventive the difference between the insurance coverage and 100%.
- E. <u>Optical Insurance</u> The Board shall provide at no cost to the employee, a complete vision care insurance program which shall provide coverage equivalent to the BC/BS A-80 vision package. Frames shall be covered up to \$20.00 above the Blue Cross/Blue Shield reasonable and customary charge for frames upon receipt of an invoice.
- F. <u>Holidays</u> Employees will be paid for Labor Day, Thanksgiving, Christmas, New Year's Day and Memorial Day if they work the day before or the day after.

Twelve month employees are those employees who work the full year and will be expected to report for work when school is not in session, including snow days and will also receive full pay for the following holidays providing they work the day before or the day after: Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas, New Year's Day, Memorial Day, and the Fourth of July. On the last working day preceding Christmas, New Year's Day or Easter, employees will be dismissed at 12:00 noon and given a full days credit. Estimated time will not be turned in ahead for people who have used up all of their sick leave.

- G. <u>Vacation</u> Fifteen (15) days vacation will be paid by the school district during scheduled vacation days when school is not in session.
- H. <u>Life Insurance</u> The Board shall provide without cost to the employee group term life insurance protection which shall pay to the employee's designated beneficiary the sum of \$35,000.
- I. Long Term Disability Insurance The Board will purchase Long Term Disability Insurance from a private carrier with coverage beginning on the 61st calendar day providing payment of 66 2/3% of the employee's base salary up to the end of the disability or to age 65, whichever is earlier. Such insurance shall carry a social security freeze rider and have integration of benefits with the Michigan Public School Employees Retirement System. The insurance shall cover disability due to mental illness. Certification of disability for payments of benefits shall be determined by the insurance carrier.

If the insurance carrier premiums rise by more than 5% on an annual basis, the coverage shall revert to the district long term disability provisions below:

The Board shall provide at no cost to the employee, long-term disability insurance beginning on the 61st consecutive school day when the employee is unable to work because of disability. This provision will provide payment of 66 2/3% of the employee's base salary up to the end of the disability or to age 65 whichever is earlier. Such insurance shall be integrated with social security benefits and the Michigan Public School Employees Retirement System to reach a total of 66 2/3% of the employee's base salary at the time of qualification for disability. The total amount of the payment is frozen at that level for the time that the employee receives benefits. Increases in social security and Michigan Public School Employees' Retirement System shall be deducted from the supplement that the school district pays to reach the 66 2/3%. The insurance shall cover disability due to mental illness. Certification of disability for payments of benefits shall be determined by eligibility for and payment of benefits by either the Social Security Administration or the Michigan Public School Employees Retirement System.

- J. <u>Insurance Option Program</u> Individuals who are employed on a full time basis may elect not to take their family health insurance coverage and substitute a Board purchased annuity in the amount of \$1,500.00. Notice to enroll in this plan must be given in writing to the Business Office no later than 9 days after employment or September 9 for employees starting the school year. Payment to the carrier will be made no later than November 30 for employees starting the school year. Those persons whose spouses are employed by the school district may purchase an annuity in the name of the spouse who is a member of the bargaining unit and who is not listed as the health insurance insured in an amount determined annually. This amount shall not exceed \$1,500.00 and shall be at no net cost to the district. Notice to enroll in this portion of the plan must be given in writing to the Business Office no later than October 15.
- K. <u>Termination Pay</u> When ending employment with the District after fifteen (15) years of service, the employee will receive termination pay for each unused sick day at the rate of 50% of the current contractual substitute rate, with a cap of 185 days.
- L. <u>Retirement</u> For the 1994-95 school year, an employee who has attained ten (10) or more years of service, and beginning with the 1995-96 school year, an employee who has attained fifteen (15) or more years of service as an employee with the Crawford AuSable School District and who qualifies for and draws retirement under the Michigan Public School Employees Retirement System shall be entitled to receive a one time payment of \$2,500.00. The one time payment must be taken before the age of 62. The stipend shall be paid to the employee for seven years or until the employee reaches the age of 62, whichever comes first. Such stipend shall be paid to the retired employee on a monthly basis. Application for early retirement shall be made to the district in writing to the Superintendent by April 1 of each year. Retirement is defined to mean severance from regular or contractual employment with the district.
- M. <u>Fringe Benefits</u> All fringe benefit provisions of this contract are subject to the approval of the insurance carrier of record.

#### ARTICLE IV PROFESSIONAL COMPENSATION

- A. The Basic salaries of employees covered by this Agreement are attached and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. Any employee who works over and above the regular 40 hour week will be compensated at 1½ times his/her regular hourly wage. Whenever the situation arises that requires work over and above the regular 40 hour work week, assignments of personnel will be made by the supervisor involved and will be scheduled equally among employees.
- B. Employees will be paid every other Friday. Should the payday fall upon a Friday when work is not scheduled, employees will be paid the last day work is scheduled prior to said payday, if possible.
- C. Employees required in the course of their work to drive personal automobiles from one school building to another, shall receive a vehicle allowance set equal to federal government standards rounded down to the nearest cent at July 1 annually. The same allowance shall be given for use of personal vehicles for field trips or other business of the district. The Board shall provide property damage and liability insurance protection for employees when their personal vehicles are used as provided in this section.
- D. An employee called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between their regular pay and the pay received for the performance of such obligation.

## ARTICLE V WORKING CONDITIONS

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- A. The Board shall make available in each school, adequate lunchrooms, restrooms and lavatory facilities for employees use and at least one room appropriately furnished which shall be reserved for use as a faculty and support employees lounge.
- B. Telephone facilities shall be made available to employees for their reasonable use.
- C. Adequate parking facilities shall be made available to employees for their exclusive use.
- D. Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such person. The private and personal life of any employee is not within the appropriate concern or attention of the Board.
- E. Breaks shall be set according to state regulations (i.e. 15 minutes every four hours). An appropriate uninterrupted lunch period will be established. If schedules do not permit such a pattern, a mutually agreed upon schedule shall be established.

## ARTICLE VI VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any position or any new position including extension of hours in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Federation 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.
- B. Any qualified employee may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the background and attainments of all applicants, the length of time each has been in the unit and other relevant factors. An applicant with less service in the unit shall not be awarded such position unless his/her qualifications as outlined in job description and/or job posting therefore shall be substantially superior to applicants with greater seniority. The Board declares its support of a policy of promotions when merited from within its own staff, including promotions to supervisory or executive levels. Seniority in the unit, for purposes of this Agreement, shall mean continuous employment as an employee of the support unit, but shall exclude all periods when the employee was on leave of absence for any cause.
- C. In case of transfer or promotion, there will be no reduction to present pay scale.
- D. All temporary positions or extension of hours to a position shall come under the terms and conditions of this Agreement after thirty (30) work days.
- E. A new classification of "Two Hour Paraprofessionals" within the support staff union is created. This group will work up to two hours per day during days school is in session. They will be paid according to the teacher aide pay scale. They will receive no benefits other than social security and retirement. They will receive no vacation or holiday pay. They will accumulate seniority only within their classification group accruing no seniority rights to positions within other classifications within the unit.

When management wishes to employ such paraprofessionals, the following procedure and guidelines shall be followed:

1. A six member committee comprised of three union representatives and three management representatives will meet to hear and consider a position

proposal from management. Management will include specific responsibilities, schedule, and rationale for the positions in addition to the number of positions to be created and the duration of the positions.

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- 2. The union representatives will carry the proposal to their executive board for discussion and will deliver acceptance or rejection of the proposal to management within five working days. If the decision of the union is to reject, specific reasons for the rejection will be given. The six member committee will reconvene for further discussion if requested by either party.
- 3. The "two hour paraprofessional" positions may not be "stacked" to avoid hiring full time or half time personnel.
- 4. Full time or half time positions may not be eliminated and replaced with "two hour" positions.
- 5. Present members of the unit have the right to add "two hour" positions if qualified and if the time for which the position(s) are scheduled fits either immediately before or after the members' regularly scheduled work day.
- "Two hour" positions will be annually reviewed at the conclusion of each school year.
- 7. The "two hour" group, but not individuals within the group, has preference for vacancies within other groups within the unit.
- 8. Seniority within the "two hour" group is used only for layoff procedures within this group.
- 9. Seniority within the "two hour" group will not carry to other groups within the unit.

## ARTICLE VII SENIORITY, LAYOFF, AND RECALL

## SENIORITY

- A. No later than thirty days following the ratification of this Agreement and by September 30 thereafter, a seniority list shall be prepared by the Board and submitted to the Union for approval.
- B. In the event that a reduction of personnel shall become necessary, the following method shall be used in determining the order of retention for all other employees:
  - 1. Any employee who requests layoff will be laid off first.
  - 2. Those employees with the greatest seniority in the unit shall be retained; provided that they qualify for a position and said position is not claimed by an employee with greater seniority who meets the requirements of the paragraph.
  - 3. If two or more employees are found to have equal status in (2) above, the employee possessing the most seniority in the bargaining unit shall be retained.
  - 4. If two or more employees are found to have equal status in (2), and (3) above, the employee originally employed by the district at the earliest date shall be retained.
  - 5. If two or more employees are found to have equal status in (2), (3) and (4) above, the employee with the highest last four social security digits shall be retained.

- C. The seniority list shall be published and copies furnished to the Union. Periodic revisions shall be derived, published and distributed in the same manner.
- D. All seniority is lost when there is both a severance of employment and a break in service, unless this is due to layoff. In such cases, provisions of the seniority clause shall prevail.
- E. For "two hour" classification seniority rights, see Section E, page 5 and 6. This means there will be a "two hour" seniority list and another list for all other unit members.

#### LAYOFF

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- A. Reduction in Personnel
  - No employee shall be laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district, there is substantial decrease in the revenues of the school district or there are other substantial budgetary considerations which shall have detrimental effect on the district. The decision as to the existence of cause for necessary reduction in personnel shall be subject to the grievance procedure.
  - 2. No employee shall be discharged pursuant to a necessary reduction in personnel.
  - 3. No employee shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said employee shall have been notified of said layoff at least forty five (45) days prior to the commencement of the layoff period.
- B. Layoff Benefits
  - 1. An employee who has acquired thirty years of service and attained an age of fifty five years may, at his/her option, take an early retirement. The Board agrees to provide insurance benefits as provided herein until such time as the employee qualifies for Medicare.
  - 2. When reduction of staff is necessary, all requested leaves of absence for any reasonable purpose shall be granted by the Board.
  - 3. A laid off employee shall receive insurance benefits as herein provided for a period of six months following the effective date of his/her layoff, or until equally covered by a subsequent employer.
  - 4. The Board and the Union shall jointly establish a priority substitution list, based upon seniority as described herein, including all bargaining unit members affected by layoff. Such list shall be used in the selection of members to substitute for any employee on sick leave or other types of leaves.

## RECALL

- A. It is the responsibility of laid off employees to maintain a current address with the Board of Education.
- B. Laid off employees shall be recalled to the first vacancy for which they are qualified in reverse order of layoff. All laid off employees shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in staff.
- C. A laid off employee shall be considered laid off until he/she is reinstated in the district, refuses an offer from the Board of a position for which he/she is qualified, fails to respond within fourteen days of its receipt to a written offer of a position made by the Board, or is laid off for a period of time

equal to the length of time the employee has worked in the unit. After the layoff period has expired, all seniority rights are forfeited.

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- D. Notifications of a recall shall be in writing with a copy to the Union. The notification shall be sent by certified mail to the employee's last known address.
- E. A laid off employee shall be given fourteen (14) days to notify the Board that he/she is interested in a position and an address through which he/she may be contacted. Failure to notify within fourteen (14) days can be considered a resignation. If an employee notifies the Board as required above, said employee shall be placed on the layoff list with all the rights to which he/she was entitled under this Article to any subsequent opening for which he/she is qualified.
- F. Recalled employees shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.
- G. No new employee shall be employed by the Board while there are employees in the unit who are laid off.

## ARTICLE VIII SICK LEAVE

- A. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability until the end of the current school year and the leave of absence will be renewed each year upon request in writing by the employee.
- B. Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days and the Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Workmen's Compensation Act for the duration of his/her absence.
- C. An employee shall not suffer diminution of compensation and shall not be charged with sick leave if the employee's absence is due to mumps, scarlet fever, measles or chicken pox, head lice or scabies.

#### ARTICLE IX LEAVE OF ABSENCE

- A. Leave of absence with pay, chargeable against the employee's allowance, shall be granted for the following reasons:
  - A maximum of five days per school year for serious illness in the employee's (or employee's spouse's) immediate family; husband, wife, children, parents, in-laws, or siblings (where the employee is unavoidably responsible for their care).
  - 2. One day when emergency illness in the family requires an employee to make arrangements for necessary medical or nursing care.
  - 3. Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
  - 4. One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
  - 5. Time necessary to conduct personal affairs which cannot normally be handled outside school hours, such as performance of religious obligations

and medical and dental appointments when such appointments cannot be made at any other time.

- 6. Time necessary for attendance at the funeral service of persons whose relationship to the employee warrants such attendance.
- B. Leaves of absence with pay not chargeable against the employee's allowance shall be granted for the following reasons:
  - Up to five days following a death in the immediate family. (Immediate family: spouse, children, parents, foster parents, parents-in-law, grandparents, brothers, sisters or any person for whose financial or physical care the employee is primarily responsible.) When funeral arrangements or other demonstrable obligations fall on an employee following death of any person not covered above, this provision shall be extended to include that person.
  - 2. Approved visitation at other schools for attending educational conferences or conventions, including Federation meetings.
  - 3. Time necessary to take the selective service physical examination.
- C. A military leave of absence without pay shall be granted to any employee who shall be inducted or shall enlist for a first tour of duty in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be given credit for time served up to two years on the salary schedule as he/she would have been had he/she worked in the District during such period.
- D. A leave of absence without pay shall be granted to any employee upon application for the purpose of campaigning for or serving in a public office. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the system during such period. If any employee desires to return to work within one year after going on maternity leave, the employee must inform the Assistant Superintendent in writing the date of their return to work. Return from such leave will be with the doctor's approval.
- E. An employee may return from leave provided in this Article whenever there is a position open for which the employee is qualified and interested, and shall be placed on that step of the salary schedule from which the employee went on leave. An employee adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court.
- F. A person on unpaid leave may continue group coverage in such fringe benefits as are then current by paying the Board for such coverage at such time as the premiums are due provided such an arrangement is in compliance with the insurance carrier.

## ARTICLE X EMPLOYEE EVALUATION

- A. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the person involved. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devises shall be strictly prohibited.
- B. An employee shall at all times be entitled to have present a representative of the Union when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Union in present.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such discipline,

reprimand or reduction in rank, compensation or advantage, including adverse evaluation of employee performance or violation of ethics asserted by the Board or any agent or representative thereof shall be subject to grievance negotiations procedures hereinafter set forth. ł.

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D. Written evaluations will be given at least once every other year.

## ARTICLE XI PERSONNEL FILES

For Evaluative, Disciplinary or Derogatory Statements:

- A. No materials may be in a employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material, within 10 working days, and the same shall be attached to the file copy of the material in question.
- B. If a employee believes that material placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown through the grievance procedure, whereupon the material will be corrected or expunged from the file.
- C. A employee must be requested to sign material placed in the individual's personnel file. Such signature shall be understood to indicate the individual's awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- D. If an employee should refuse to sign material to be placed in his/her file, it shall be signed by that employee's representative and building chairman. These signatures shall indicate that said employee has been made aware of this material, but has refused to sign it.
- E. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. A Union representative may be requested by the employee to accompany the employee in such review.
- F. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, shall be subject to all the machinery of the grievance procedure hereinafter set forth.
- G. Employees are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. An employee may reasonably refuse to carry out an order which threatens his/her physical safety or well being.
- H. The Union will use its best efforts to secure correction of unprofessional behavior by an employee, which behavior shall be reported by the Board or its representatives to the employee and to the Union within three school days of occurrence.

## ARTICLE XII PROTECTION OF EMPLOYEES

- A. The Board will give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the workplace.
- B. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative.
- C. Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against the employee, unless he/she shall be judged guilty by a court of competent jurisdiction from whose decision no

appeal has been taken or found guilty through the internal disciplinary process.

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D. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.

#### ARTICLE XIII GRIEVANCE PROCEDURE

- A. A grievance is an unsettled complaint by an employee, group of employees, or the Union alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board relating to wages, hours or terms and conditions of employment.
  - 1. The grievance procedure shall not apply to any matter which is prescribed by law or state regulations over which the Board is without power to act.
  - No dispute over the modification of this Agreement shall be made the subject of a grievance.
- B. If the Liaison Board is unable to resolve the issue, a formal grievance may be filed within five (5) school days of the determination that this is so, on the form set forth, annexed hereto, and signed by the grievant and Union representative, which form shall be made available to each Building Representative. A copy of the grievance form shall be delivered to the principal or supervisor.
- C. If a grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- D. Within three (3) school days or three (3) calendar weeks, whichever is earlier, after receipt of the grievance, the principal or supervisor shall meet with the Union Grievance Committee in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing and the supporting reasons therefore, within three (3) days of such meeting and shall furnish a copy thereof to the Union.
- E. Within twenty (20) school days after the delivery of the decision, the grievance may be appealed to the Superintendent.
- F. Within ten (10) school days after delivery of the decision, the Superintendent or his designee shall meet with the Union Grievance Committee on the grievance and shall indicate his disposition of the grievance in writing, along with the reasons therefore, and shall furnish a copy thereof to the Union.
- G. Within ten (10) school days after delivery of the decision of the Superintendent or his designee, the grievance may be appealed to the Board of Education by filing a written copy of the grievance accompanied by copies of previous decisions, with the Secretary or other designee of the Board.
- H. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever is later, shall hold a hearing on the grievance. At such hearing, the aggrieved shall have the right to be represented by Union Counsel. Participants in this hearing, including witnesses, shall be given at least three (3) days notice of the hearing.
- Within seven (7) days after this hearing, the Board shall communicate its decision in writing, together with supporting reasons, to the principal, the Superintendent, the Union, Counsel for the Union (if any) and to the aggrieved.
- J. Within ten (10) days after receipt of the decision of the Board, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association.

#### K. General Principles

1. The Board and the Union shall not be permitted to assert in arbitration any ground or to rely on any evidence not previously disclosed to the other party. 4

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- 2. A grievance may be withdrawn at any level.
- 3. When hearings and conferences are held during duty hours, all persons who are entitled to be present at the hearing or conference pursuant to this Article whose duty hours are affected shall be excused with pay for that purpose.
- 4. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
- 5. Failure at any step of the grievance to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of a procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified at each step shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal.
- 6. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
- 7. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
- 8. The Employer and the Union each shall bear the full costs for representative counsel in the arbitration.
- 9. The arbitrator's fees shall be assessed against the parties in a proportion to be determined by the arbitrator.
- 10. It is the intention of the parties, where possible, that the issues to be arbitrated, the relevant facts comprising the issues, and the remedy or remedies sought shall be jointly stipulated by the Board and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written stipulation of the issues to the arbitrator in advance of the hearing date.
- 11. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
- L. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If he/she shall have been found to have been improperly deprived of any other compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- M. No grievance shall be adjusted without prior notification to the Union and opportunity given to the Union to be present.
- N. Notwithstanding the expiration date of this Agreement, any grievance arising thereunder may be processed to completion under the procedures contained herein.
- O. A Liaison Board will be established consisting of the employee and two members of the Union selected by the Union Executive Board. The Liaison Board shall meet with the building principal/supervisor to discuss problems which may arise

from time to time among the employees. If the problem is not resolved, the Liaison Board shall present the problem to the Assistant Superintendent.

## ARTICLE XIV OTHER PROVISIONS

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to negotiations between them from time to time during the period of this Agreement, upon request by either party to the other. The parties undertake to cooperate in arranging the meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Negotiations for a new Agreement shall begin at a time, date and place mutually determined by the Board and the Union. Either party may initiate such request and negotiations shall proceed at the earliest time practicable following the request.
- C. Neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the employees but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, concessions in the course of negotiations, subject only to such ultimate ratification.

## ARTICLE XV DURATION OF AGREEMENT

This Agreement is in effect July 1, 1994, through June 30, 1997.

BOARD OF EDUCATION

RV: sident

CRAWFORD AUSABLE SUPPORT STAFF FEDERATION

Bv: Negotiations Committee Member

By: 51 Negotiations Committee Member

Bv: Member tee

Bv:

Committee Member iations

1994 Jovember 16. DATE :

## ARTICLE XVI HOURLY PAY RATE

## Crawford AuSable Support Staff

	<u>94-95</u>	<u>95-96</u>	<u>96-97</u>
Starting	5.87	6.05	6.23
After 90 days	6.05	6.23	6.41
After 1 year	6.70	6.90	7.10
After 5 years	7.63	7.86	8.10
After 10 years	8.51	8.76	9.02
After 15 years	9.08	9.36	9.64

## Monitors: High School and Middle School

## <u>94-95</u>

Hired on 11/04/85 7.84 (For 1995-96 and 1996-97, Monitor Will Move to Above Schedule)

New monitors will enter at support staff rate.

With 30 semester hours/AB degree, add \$.30 per hour on each step.

\$650.00 longevity will be paid annually after fifteen years of service in the unit to those working 6% hours or more per day for 1994-95, \$725.00 for 1995-96, and \$825.00 for 1996-97.

\$500.00 longevity will be paid annually after fifteen years of service in the unit to those averaging less than 6% hours per day for 1994-95, \$575.00 for 1995-96, and \$675.00 for 1996-97.

\$850.00 longevity will be paid annually after twenty years of service in the unit to those working 6% hours or more per day for 1994-95, \$925.00 for 1995-96, and \$1025.00 for 1996-97.

\$650.00 longevity will be paid annually after twenty years of service in the unit to those averaging less than 6% hours per day for 1994-95, \$725.00 for 1995-96, and \$825.00 for 1996-97.

Longevity will be paid on the first check in the month of December.

## SENIORITY LIST

## Support Staff

## <u>Paraprofessionals</u>

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## Two Hour Paraprofessionals

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1.	Merle Carlson	3/01/71	1.	Cheryl Millikin	8/19/94
2.	Frances Hanson	9/08/71	2.	Hertha Laupmanis	8/19/94
3.	Margaret Gugin	2/20/73	3.	Barbara Domcik	8/19/94
4.	Loretta Christian	9/09/73	4.	Joell Gabriel	8/19/94
5.	Sylvia Millikin	9/22/76	5.	Jane Varda	8/19/94
6.	Linda Stephan	3/22/77	6.	Catherine Vollmer	8/19/94
7.	Florence Lucksted	9/19/77	7.	Marianne LeVigne	8/19/94
	L/O one year, does not	:	8.	Charlene Blaine	<b>B/19/94</b>
	accrue seniority		9.	Joshua Wells	8/19/94
8.	Lois Davis	9/06/78	10.	Sandra Deville	8/19/94
9.	Doris Harland	9/08/81	11.	Sandra Shellfish	8/19/94
10.	Rose Keusch	9/08/81	12.	Judy Long	8/19/94
11.	William Bonkowski	9/07/82	13.	Karen Coe	8/19/94
12.	Cindy Green	10/18/82	14.	Donna Clark	8/19/94
13.	Mary Phelps	9/24/84	15.	Paula Derenzy	8/19/94
14.	Darlene Jensen	9/11/85	16.	Charlene Paisley	8/19/94
15.	Rose Ann Owens	9/19/85	17.	Jackie Riddle	8/19/94
16.	Linda Lobsinger	11/04/85	18.	Nancy Persing	8/19/94
17.	Kathleen Lovely	11/04/85	19.	Cheryl Baker	8/19/94
18.	Lillian Wolf (L/A)	9/08/87	20.	Michalina Wargo	8/19/94
19.	Wendy Kucharek	10/21/88	21.	Patricia Salyers	8/19/94
20.	Gloria Moore	9/14/89	22.	Jo Ellen Smith	8/19/94
21.	Marjorie Schreiner	1/10/90	23.	Beth Ann Calkins	8/19/94
22.	Susan Harland	8/27/90	24.	Mary Hinkle	8/19/94
23.	Becky Bond	8/29/90	25.	Sandra Hellebuyck	8/19/94
24.	Donna Schroyer	10/31/90	26.	Rebecca McCord	8/19/94
25.	Dorothy Munson	4/22/91	27.	Jackie Bindschatel	8/19/94
26.	Margaret Knapp	11/04/91	28.	Cari Peters	8/19/94
	L/0 6/03/93		29.	Christine Seager	8/19/94
	3/14/94 Monitor		30.	Lora Gould	8/23/94
27.	Jennifer Cota	8/24/92	31.	Claudia Juif	8/23/94
28.	JoEllen Smith	9/02/92	32.	Mae Jewel Gassman	8/23/94
29.	Renee Deman	9/16/92	33.	Shelly Schmidt	9/30/94
30.	Winifred Watson	9/21/92	34.	Yvonne Pratt	10/18/94
	L/O 11/5/93 - 3/15/94	-,,			
	3/16/94 Monitor				
31.	Donna Pratt	12/07/92			
32.	Pat Legg	6/24/94			
33.	Tanya Wolcott	8/19/94			

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#### SCHEDULE D

#### Grievance Form

## <u>Step I - Building Level</u>

то \_\_\_\_\_

Date Submitted \_\_\_\_

FROM \_\_\_\_\_

Date Liaison Board Completed Work \_\_\_\_\_

<u>Statement of Grievance</u> (Specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievance. Attach additional sheets, if necessary.)

<u>Remedy Sought</u> (Specify)

Signature

Statement of Decision (State decision, cite contract sections and give reasons for decision based on the foregoing.)

Copies: Grievant (1) Employer (3) Union (3) Signature and Date

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## <u>Step II - Assistant Superintendent Level</u>

то	Date Submitted
#1.0M	Date of Decision
FROM	at Step I

<u>Statement of Grievance</u> (Attached a copy of Step I, add here answers to decision at Step I with additional arguments, if any.)

<u>Remedy Sought</u> (Specify, only if different from Step I)

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## Signature

Statement of Decision (State decision, cite contract sections and give additional reasons for decision, if any.)

Signature and Date

Copies: Grievant (1) Employer (3) Union (3)

<u>Step III - Superintendent Level</u>

то	Date Submitted
FROM	Date of Decision at Step II

<u>Statement of Grievance</u> (Attached a copy of Step I and II; add here answers to decision at Step II, with additional arguments, if any.)

<u>Remedy Sought</u> (Specify, only if different from Steps I and II)

Signature

<u>Statement of Decision</u> (State decision, cite contract sections and give additional reasons for decision, if any.)

Signature and Date

Copies: Grievant (1) Employer (3) Union (3)

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## <u>Step IV - Board Level</u>

TO \_\_\_\_\_ Date Submitted \_\_\_\_\_

FROM \_\_\_\_\_

<u>Statement of Grievance</u> (Attached copies of Step I, II and III; add here answers to both, with additional arguments, if any. List witnesses needed for testimony, if any.)

Date of Decision

at Step III \_\_\_\_

Remedy Sought (Specify, only if different from Steps I, II and III)

Signature

Statement of Decision (State decision, cite contract sections and give additional reasons for decision, if any.)

Signature of Board President

Copies: Grievant (1) Employer (3) Union (3)

Date

## **Arbitration**

то	Date Submitted
FROM	Date of Decision at Step IV

Statement of Intent to Arbitrate (Specify grievance being submitted to arbitration.)

<u>Request for Conference</u> (Intent to work out joint and/or separate stipulations of facts and issues to be submitted to the arbitrator.)

Suggested Date(s):

Union Signature

Board Response: (Date for conference, etc.)

Copies: Grievant (1) Employer (3) Union (3)

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Signature and Date

## CRAWFORD AUSABLE SCHOOL DISTRICT SCHOOL CALENDAR 1994-95 SCHOOL YEAR

Schedule D

August 29, 1994	Teacher Organizational Meetings
August 30	School Opens for All Students
September 2	Labor Day Vacation NO SCHOOL
September 5	Labor Day NO SCHOOL
September 29	Early Dismissal Staff Professional Development
October 12 and 13	Early Dismissal P/T Conferences
October 24	No School for Students Staff Professional Development
November 4	End of Nine Week Marking Period
November 15	Opening of Deer Season NO SCHOOL
November 24 and 25	Thanksgiving Vacation NO SCHOOL
December 23	School Closes at Noon for Christmas Vacation (1/2 day)
January 2, 1995	School Resumes
January 20	Noon Dismissal End of First Semester - Teacher Records P.M.
January 30	No School for Students Staff Professional Development
February 17 and 20	Winter Break NO SCHOOL
March 2	Early Dismissal P/T Conferences
March 24	End of Third Nine Week Marking Period
March 31	Spring Vacation Begins NO SCHOOL
April 11	School Resumes
May 4	Early Dismissal Staff Professional Development
May 29	Memorial Day NO SCHOOL
June 7	School Closes at Noon Teachers Here in P.M. for Records
Total Instruction David 190	

Total Instruction Days: 180 Total Staff Days: 183

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Early dismissal for parent/teacher conferences will commence at 12:15 p.m. at the Grayling Elementary and Frederic Elementary School. Early dismissal will apply for all district-wide scheduled inservice exceeding one hour. 35

## CRAWFORD AUSABLE SCHOOL DISTRICT SCHOOL CALENDAR 1994-95

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## JANUARY

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## MARCH

FEBRUARY

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S Total days for students T Total days for teachers

 No school for students/teachers
 Days students not in class, but teachers on duty
 End of Marking Period
 Potential Make Up Day

STUDENT DAYS - 180 TEACHER DAYS - 183

## CRAWFORD AUSABLE SCHOOL DISTRICT SCHOOL CALENDAR 1995-96 SCHOOL YEAR

August 28, 1995	Teacher Organizational Meetings
August 29	School Opens for All Students
September 1	Labor Day Vacation NO SCHOOL
September 4	Labor Day NO SCHOOL
September 25	No School for Students Staff Professional Development
October 11 and 12	Early Dismissal P/T Conferences
November 3	End of Nine Week Marking Period
November 6	No School for Students Staff Professional Development
November 15	Opening of Deer Season NO SCHOOL
November 23 and 24	Thanksgiving Vacation NO SCHOOL
December 22	School Closes at Noon for Christmas Vacation (1/2 day)
January 3, 1996	School Resumes
January 19	Noon Dismissal End of First Semester - Teacher Records P.M.
January 29	No School for Students Staff Professional Development
February 16 and 19	Winter Break NO SCHOOL
February 29	Early Dismissal P/T Conferences
March 22	End of Third Nine Week Marking Period
March 29	Spring Vacation Begins NO SCHOOL
April 9	School Resumes
May 6	No School Staff Professional Development
May 27	Memorial Day NO SCHOOL
June 11	School Closes at Noon Teachers Here in P.M. for Records

Total Instruction Days: 180 Total Staff Days: 185

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Early dismissal for parent/teacher conferences will commence at 12:15 p.m. at the Grayling Elementary and Frederic Elementary School. Early dismissal will apply for all district-wide scheduled inservice exceeding one hour. 37

# CRAWFORD AUSABLE SCHOOL DISTRICT SCHOOL CALENDAR 1995-96

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JANUARY	T Total days for teachers
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## CRAWFORD AUSABLE SCHOOL DISTRICT SCHOOL CALENDAR 1996-97 SCHOOL YEAR

August 26, 1996	Teacher Organizational Meetings
August 27	School Opens for All Students
August 30	Labor Day Vacation NO SCHOOL
September 2	Labor Day NO SCHOOL
September 30	No School for Students Staff Professional Development
October 9 and 10	Early Dismissal P/T Conferences
October 28	No School for Students Staff Professional Development
November 1	End of Nine Week Marking Period
November 15	Opening of Deer Season NO SCHOOL
November 28 and 29	Thanksgiving Vacation NO SCHOOL
December 20	School Closes at Noon for Christmas Vacation (1/2 day)
January 2, 1997	School Resumes
January 17	Noon Dismissal End of First Semester - Teacher Records P.M.
January 27	No School for Students Staff Professional Development
February 14 and 17	Winter Break NO SCHOOL
February 27	Early Dismissal P/T Conferences
March 21	End of Third Nine Week Marking Period
March 28	Spring Vacation Begins NO SCHOOL
April 8	School Resumes
May 5	No School Staff Professional Development
May 26	Memorial Day NO SCHOOL
June 11	School Closes at Noon Teachers Here in P.M. for Records
Total Instruction Days: 180	

Total Staff Days: 185

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Early dismissal for parent/teacher conferences will commence at 12:15 p.m. at the Grayling Elementary and Frederic Elementary School. Early dismissal will apply for all district-wide scheduled inservice exceeding one hour. 39

## CRAWFORD AUSABLE SCHOOL DISTRICT SCHOOL CALENDAR 1996-97

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$\frac{S \ M \ T \ W \ T \ F \ S \ S \ T}{1 \ 2 \ 3 \ 4 \ 5 \ 6 \ 7 \ 15 \ 15} $ $\frac{S \ M \ T \ W \ T \ F \ S \ S \ T}{1 \ 2 \ 3 \ 4 \ 5 \ 6 \ 7 \ 15 \ 15} $ $\frac{S \ M \ T \ W \ T \ F \ S \ S \ T}{1 \ 2 \ 3 \ 4 \ 5 \ 6 \ 7 \ 15 \ 15} $ $\frac{S \ M \ T \ W \ T \ F \ S \ S \ T}{1 \ 2 \ 3 \ 4 \ 5 \ 6 \ 7 \ 15 \ 15} $ $\frac{S \ M \ T \ W \ T \ F \ S \ S \ T}{1 \ 16 \ 17 \ 16 \ 19 \ 20 \ 21} $ $\frac{S \ M \ T \ W \ T \ F \ S \ S \ T}{1 \ 16 \ 17 \ 16 \ 19 \ 20 \ 21} $ $S \ M \ T \ W \ T \ F \ S \ S \ T \ T \ S \ T \ T \ T \ S \ T \ S \ T \ S \ S$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	4 5 6 7 8 9 10 11 12 13 14 15 16 17
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	DECEMBER	JUNE
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	<u>SMTWTFSST</u>	<u>SMTWTFSST</u>
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	8 9 10 11 12 13 14 15 16 17 14 19 20 21 22 23 24 25 26 27 28	8 9 10 01 12 13 14 15 16 17 18 19 20 21 S Total days for students
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	JANUARY	-
	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	Days students not in class, but teachers on duty End of Marking Period Potential Make Up Day STUDENT DAYS - 180