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COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
ATHENS AREA SCHOOLS  
AND  
ATHENS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

1990 - 1993

*Athens Area Schools*

RESEARCH DEPT I

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between ATHENS AREA SCHOOLS, Branch, Calhoun, Kalamazoo and St. Joseph Counties, Michigan, acting by and through its Board of Education (hereinafter called the "Board") and Athens Educational Support Personnel Association (hereinafter called "AESPA").

WITNESSETH:

ARTICLE I  
PURPOSE AND RECOGNITION

- A. Purpose. The general purpose of this Agreement is to set forth the terms and conditions of employment for the members of the bargaining unit and to promote orderly and peaceful labor relations for the benefit of the students, the public, the Board, the employees and the bargaining representatives.
- B. Recognition. The Board recognizes AESPA as the sole and exclusive collective bargaining representative for all secretarial-clerical employees, food service employees, and aide-paraprofessional employees, excluding supervisors, business operations manager, office operations manager, assistant business operations manager, food service operations manager, and senior secretar

ARTICLE II  
BOARD'S RIGHTS

The Board retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the Board as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing including the establishment of policy being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 19865. Rights reserved exclusively herein by the Board which shall be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of works and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including the automation thereof or changes therein, the institution of new and/or improved ;methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing, or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE III  
ASSOCIATION RIGHTS

- A. The Association shall have the right to use school facilities at reasonable hours for the conduct of meetings of the Association, such use to be governed by policies adopted from time to time by the Board for the use of its facilities.
- B. Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school

property provided that this shall not interfere with nor interrupt normal school operation. Said representatives shall report to the building office during normal working hours.

- C. A duly authorized representative of the Association may investigate formal grievances during working hours in such manner as to not interfere with the discharge of his employment duties or the discharge of the duties of any other employees.
- D. The Association shall have the right to the reasonable use of school equipment, such as typewriters, duplicating machines, copiers and audio-visual equipment, provided that such use shall not interfere with the Board's use, shall not require the services of any non-bargaining unit employee and shall not be used by any employee in such manner as to interfere with the discharge of his employment duties or the discharge of the duties of any other employee. The Board shall be reimbursed by the Association for all supplies used and for any damage to equipment or facilities occasioned by its use.
- E. The Association shall have the right to post notices of its activities and matters of Association concern on existing employee bulletin boards, at least one of which is provided in each school building. The Association may use the district mail boxes for communications to members. No member shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off the premises.

ARTICLE IV  
PAYROLL DEDUCTIONS AND ASSOCIATION SECURITY

- A. Each bargaining unit member shall, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, pay either dues or a service fee in an amount determined by the Association. The bargaining unit member may authorize deduction for such fee/dues.
- B. The Association agrees to indemnify and save the Board, including each individual school board member and/or their agent(s), harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Article. The Association shall, when the Board and/or their agent(s) are sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member. In the event that a bargaining unit member refuses to become a member or service fee payer, the Board, upon written notification by the Association, shall deduct said dues/fees from the member or service fee payer's salary and remit them to the Association.
- C. Upon appropriate written authorization from the employee, the Employer shall deduct from the employee's wages and make appropriate remittance for credit union, annuities, and any other programs jointly approved by the Association and the Employer.

ARTICLE V  
EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act the Board hereby agrees that every employee in the bargaining unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment or any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The duties of any employee or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiations with the Association.
- C. The private and personal life of any employee is not within the appropriate concern or attention of the Board.
- D. 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.



- E. An employee shall at all times be entitled to have present a representative of the Association when said employee is being disciplined. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, provided, however, that the meeting need not be delayed beyond the close of business after two working days for such representative to be present, and in no event shall the Board be restricted from taking such protective action as may be necessary to protect the rights of students and others pending the holding of such disciplinary meeting.
- F. Written and signed complaints against a bargaining unit member shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall become a part of the employee's personnel file. Disciplinary material will be purged from the employee's personnel file upon mutual consent of the Association and the Board.
- G. No disciplinary action shall be taken against a non-probationary employee except for just cause and all disciplinary action shall be subject to review under the Grievance Procedure. All information forming the basis for disciplinary action shall be made available to the employee and also to the Association upon the written request of the employee.
- H. An employee shall have the right to review the contents of all records, excluding initial references, of the District pertaining to said employee originating after initial employment upon reasonable request outside the employee's working hours. The employee shall have the right to have a representative of the Association accompany him/her in such review.

- I. Any case of assault upon an employee shall be promptly reported to the employee's immediate supervisor. The Employer will provide reasonable assistance to the employee in providing information in connection with the handling of the incident by law enforcement and judicial authorities.
- J. Employees shall not be required to administer medication or perform medical services to students except in cases of emergency and in accordance with Board policy. The Board shall indemnify and save the employee harmless against any and all liability resulting from actions taken under this provision and in accordance with Board policy.

ARTICLE VI  
GRIEVANCE PROCEDURE

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.

It is understood that the creation of any rule, order, or regulation by the Board may not be processed as a grievance unless the rule, order, or regulation is in conflict with this Master Agreement.

- B. An employee, group of employees, or the Association, who believes that a grievance exists shall first discuss the matter informally with the individual's immediate supervisor/building principal. If the complaint applies to more than one building or if the matter is such that the building principal/immediate supervisor does not have the power to grant the remedy requested, the discussion shall be with the Superintendent or his/her designee.

Such discussion(s) shall occur within five (5) working days from the time of the event or the time the grievant reasonably should have learned of the event.

C. If the grievance is not resolved to the satisfaction of the grievant at the informal conference, the employee shall have the Association's designated representative reduce the grievance to writing and submit it to the individual's immediate supervisor/building principal within five (5) working days of the informal conference. If the grievance involves more than one building or if the building principal/immediate supervisor does not have the authority to resolve it, the grievance shall be submitted to the Superintendent or his/her designee.

The grievance shall include the following information:

1. An identification of the grievant(s);
2. Signed by grievant and/or designated Association representative;
3. It shall contain as complete a synopsis of the facts giving rise to the alleged violation as the grievant can reasonably provide;
4. It shall cite specific parts of the contract, section or subsection alleged to have been violated.
5. As near as can be determined the date of the alleged violation;
6. The date of the filing of the grievance;
7. The particular specific relief requested.

D. Within five (5) days of receipt of the grievance, the administrator with whom the grievance is filed or his/her designee shall meet with the Association in an effort to resolve the grievance. The administrator shall indicate said disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition of the grievance (if initially filed with a principal or designee) or if no disposition has been made within three (3) school days of such meeting (or six [6] days from the date of filing, whichever shall be later), the grievance shall be transmitted

to the Superintendent. Within five (5) days the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the Association.

- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator selected by the parties in accordance with the rules of the Federal Mediation and Conciliation Service, which rules shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. The discipline/discharge of a probationary employee shall not be subject to the above grievance procedure.
- G. The fees and expenses of the arbitrator and of the Federal Mediation and Conciliation Service shall be divided equally between the Board of Education and the Association.
- H. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, the employee shall be reinstated with full reimbursement of all compensation lost. If said employee shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her. The foregoing is not intended to nor will it operate as a limitation upon an arbitrator's inherent authority to fashion an appropriate remedy, unless otherwise specified by this agreement or the agreement of the parties.

- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- J. A day is defined as a day when school is in session and the employees involved in the grievance procedure are scheduled to report for work, except that during a summer recess, a day is a regular business day excluding holidays and weekends.
- K. If an individual employee has a personal complaint which he/she desires to discuss with a supervisor, the employee is free to do so without recourse to the Grievance Procedure.

ARTICLE VII  
EMPLOYEE EVALUATION

- A. All employees in the unit shall be probationary employees until they have completed ninety (90) work days of employment. The purpose of the probationary period is to provide the Board with an opportunity to determine whether employees have the ability and other attributes which will qualify them for regular employee status. During the probationary period employees may be terminated at the sole discretion of the Board.
- B. Regular employees shall be evaluated on the basis of job performance in terms of their respective job descriptions by their immediate supervisor at least yearly. The evaluation shall include a conference with the employee. The employee shall receive a copy of the completed performance review no later than ten (10) working days after the conference. The employee shall acknowledge receipt of such performance review by signature. Such signature shall not be interpreted to mean agreement with the evaluation of the employee.

- C. In the event an employee's performance is found to be deficient in terms of one or more areas of his/her job requirements, the employee shall be placed on a mandatory improvement plan, which shall include a reasonable time line, a description of the specific improvements required, and a statement of the kinds of assistance to be provided in order to achieve those improvements.
- D. It is understood that failure on the part of the employee to demonstrate significant improvement(s) within the time line may result in his/her termination or reassignment.

ARTICLE VIII  
VACANCIES

- A. A vacancy shall be defined as a newly created position or present position that is not filled that the Board wishes to fill.
- B. Vacancies within the bargaining unit position shall be advertised for bargaining unit members through notices posted in each building for at least ten (10) working days. During periods when school is not in session, a copy of the posting will be sent to the Association president and one designee. All applying employees meeting the minimum posted qualifications shall be interviewed by the immediate supervisor before considering external candidates. The most senior, as defined in Article IX, qualified employee applying within the classification in which the vacancy exists shall be awarded the position. If no qualified employee within the classification applies in which the vacancy exists, the position shall be advertised to the remainder of the bargaining unit for consideration.
- C. In the event a situation arises in which an involuntary transfer becomes necessary, the least senior employee in the classification who is qualified for the position shall be transferred.

ARTICLE IX  
LAYOFF AND RECALL

- A. In the event the district's financial circumstances, reduced enrollment, or other factors make it necessary for the Board to reduce the number of bargaining unit members or otherwise to eliminate or consolidate positions, the provisions of this Article shall apply.
- B. The order of any staff reduction of more than thirty (30) days shall be determined by the Board on the basis of seniority within each affected classification (office personnel, paraprofessional assistants, and food service personnel).
- C. A layoff shall be subject to the following conditions:
1. If the layoff shall be for more than thirty (30) work days, the Board shall give sixty (60) days notice if possible, but in any event no less than fourteen (14) calendar days notice of layoff to the individual(s) involved and to the Association.
  2. Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, an employee shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff, including applicable fringe benefits. In addition, the Board agrees to permit the employee to continue payment of all insurance premiums that are permitted under the Consolidated Omnibus Reconciliation Act. (COBRA).
- D. Recall shall be subject to the following conditions:
1. If no recall date is set forth in the notice of layoff, the Board shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to the employee at the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address. If an employee fails to report to work at the time specified in the notice, which time shall not be less than seven (7) days from the date of receipt of the recall notice if no time was specified in the notice of layoff, unless an extension is granted in writing by the Board, the employee shall be considered a voluntary quit and shall thereby terminate the employee's individual employment and any other employment relationship with the Board.

2. The Board shall recall employees in each classification in the inverse order of layoff within each classification for a period of thirty-six (36) months from the effective date of the employee's layoff.
- E. The Board shall maintain an up-to-date seniority list within each respective classification, based upon service dates only, a copy of which shall be furnished to the Association at least once each year but not later than November 1, provided, however, that the seniority list shall be conclusively deemed to be accurate unless the Association informs the Board otherwise within ten (10) days from receipt. The names of all employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same service date, the last four (4) digits of their social security numbers shall be used in determining their respective positions on the seniority list, with the employee having the lowest number being assigned first to the seniority list. "Service date" shall mean the date on which the employee first provided services to the Board after the last interruption of service if the employee has been employed more than once by the Board. A break in service by reason of layoff or authorized leave of absence of less than one year shall not be deemed to be an interruption of service, provided, however, that in such instances an employee shall neither accrue nor lose seniority for purposes of application of other provisions of this agreement.



ARTICLE X  
LEAVES, VACATIONS, HOLIDAYS, SCHOOL CLOSINGS

A. PAID LEAVES

1. a. Each calendar year employee shall be entitled to accrue the equivalent of one (1) sick leave day per month worked up to an annual total of twelve (12) sick leave days. Up to two (2) sick days may be used as personal business days per work year with prior approval of the immediate supervisor. Sick leave days may accumulate to a total equivalence of 150 days consistent with the employee's regular daily schedule. Personal business days are not cumulative.
  - b. Each school year employee shall be entitled to accrue the equivalent of one (1) sick leave day per month worked up to an annual total of ten (10) sick leave days. Up to two (2) sick days may be used as personal business days per work year with prior approval of the immediate supervisor. Sick leave days may accumulate up to a total equivalence of 125 days consistent with the employee's regular daily schedule. Personal business days are not cumulative.
  - c. Employees docked during the year because of not having enough accrued days may, at their option, receive pay at the end of their work year for such days if sufficient days have been accrued.
  - d. Employees shall receive sick pay commensurate with the number of regular hours they would have worked on the day they used a sick day.
2. a. Sick time may be used for personal injury/illness of the employee.

- b. Sick time may be used by the employee when a member of the employee's immediate family (defined as the employee's spouse, children, parents, grandparents, grandchildren, mother-in-law, or father-in-law) is sick or injured and requires the attention of the employee. Sick time may be used at the rate of one (1) day per occurrence for this purpose, unless use is otherwise approved by the immediate supervisor.
  - c. Sick time may be used for a physician's appointment for the employee or the employee's spouse, children, parents, grandparents, grandchildren, mother-in-law, or father-in-law when the employee or the family member in question is unable to schedule such appointment outside of the employee's working hours or in cases of emergency.
  - d. In recognition of service to the Athens Area Schools, an employee will be compensated upon separation from employment from the Athens Area Schools for reason other than discharge for just cause for unused accumulated sick time, provided that such employee shall have been employed by the district for not less than fifteen (15) continuous years. Payment for such time shall be at the rate of twenty-five percent (25%) of the employee wage rate at the time of separation. Such payment is a one-time occurrence.
3. a. Funeral Leave. In the event of a death in the employee's immediate family, the employee will receive his regular pay for a period of up to three (3) working days per occurrence. The immediate family shall be construed to mean the following: husband, wife, children, grandchildren, mother, father, mother-in-law, father-in-law, brother, and sister.

- b. Other funeral leave. In the event of the death of an employee's grandmother, grandfather, brother-in-law, or sister-in-law, the employee will receive his regular pay for a period of one (1) working day per occurrence for the purpose of attending the funeral.
- 4. Jury Duty. Employees requested to appear for jury service or subpoenaed to appear as a witness shall receive their pay for such time lost less any fees paid, excluding mileage, provided that notice of such obligation is given in writing to the supervisor prior to the scheduled date thereof.
  - 5. Paid leave days will be banked in hours in accordance with the employee's regular daily schedule to the nearest one-tenth of an hour.

Days earned prior to July 1, 1990, will be converted into hours by multiplying the number of accumulated days times the employee's regular daily schedule of hours. For Example:

- a. An employee scheduled three(3) hours per day with fifty (50) accumulated days will have one hundred fifty (150) hours.
- b. An employee scheduled three (3) hours per day on Monday, Wednesday and Friday and two (2) hours per day on Tuesday and Thursday who has fifty (50) accumulated days will have one hundred thirty (130) hours.

Time will be deducted in one (1) hour increments.

#### B. UNPAID LEAVES

- 1. An employee may request an unpaid leave of up to one (1) year for medical reasons. In the event the leave is used for child care, that portion of the leave during which the employee is disabled because of childbirth may be charged against sick leave.
- 2. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of

absence without pay for the duration of such illness or disability up to one (1) year. The employee may request extension of the unpaid leave beyond one (1) year.

3. An employee who has been granted an unpaid leave of absence shall not be entitled to accrue leave days during the period of the leave of absence and an employee shall not be entitled to advance on the salary schedule as a consequence of such leave. An employee shall neither lose nor accrue seniority during the duration of the unpaid leave and shall be returned to the same position he/she held prior to the unpaid leave. During the leave the position may be filled by a substitute.

C. VACATION DAYS

Each calendar year employee shall receive annual paid vacation as follows:

One year	One week
Two thru Four years	Two weeks
Five thru Nine years	Three weeks
Ten years or more	Four weeks

D. HOLIDAYS

All food service and paraprofessional employees who normally work five (5) days per week shall receive the following days off with pay if such days fall within the contiguous weekly employment period of the employee and the employee works the scheduled work day before and the scheduled day following the holiday:

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
New Years Day  
Memorial Day  
Independence Day

E. SCHOOL CLOSINGS

For any scheduled days when school is closed for reasons beyond the control of the Board employees shall not be required to report to work. All employees will be paid for the first two (2) Act of God days not worked provided the days don't need to be rescheduled to receive state aid for the day. In the event that such days beyond the first two Act of God days are rescheduled at a later date, employees will be expected to report for work and will receive their normal day's pay for such days.

In the event that school opens and later is closed prior to the end of the normal day, for reasons beyond the control of the Board, employees will receive their normal day's pay.

When school is delayed due to inclement weather, all employees except food service and secretaries shall be able to report at the delayed time and suffer no loss of pay.

ARTICLE XI  
INSURANCE

- A. Hospital and Medical Insurance. Each secretarial employee shall select one (1) of the following plans without cost to the employee, namely:

MESSA-PAK A

Messa SuperCare I Health Insurance up to full family coverage  
Delta Dental Insurance D04 - full family  
\$5000 Negotiated Life Insurance  
VSP2 Vision Insurance - full family

MESSA-PAK B

Delta Dental Insurance A006 - full family  
\$15,000 Negotiated Life Insurance  
VSP2 Vision Insurance - full family  
\$.50 Prescription Card

- B. The insurance benefits set forth in above shall be subject to the following terms and conditions:

1. Insurance benefits are provided in accordance with the underwriting rules and regulations set forth in the respective Master Contracts issued by the carriers to the Board.
2. If a secretarial employee shall not complete the employee's scheduled work year, the Board's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which the obligation of the Board to pay compensation to the secretarial employee terminates.
3. If a secretarial employee shall complete the employee's scheduled work year, the Board's insurance contribution shall extend for twelve (12) calendar months beginning October 1 and terminating September 30.
4. The following family members are incorporated in the full family rate or the employee must pay for their coverage:

Your unmarried children beyond the end of the calendar year of their 25th birthday (if covered under this plan at the end of the calendar year of their 25th birthday ) who are mentally retarded or physically handicapped, dependent upon you for a majority of their support and who are incapable of self-sustaining employment by reason of their mental retardation or physical handicap (under no circumstances will mental illness be considered a cause of incapacity nor will it be considered as a basis for continued coverage). Please contact MESSA Insurance Operations to obtain the appropriate form to continue coverage.

Your unmarried children beyond the end of the calendar year of their 25th birthday (if covered under this plan at the end of the calendar year of their 25th birthday) who are full-time students and dependent on you for a majority of their support.

5. The following family members may be covered if the employee pays for their coverage:

Your sponsored dependents who are members of your family, either by blood or marriage, who qualify as your dependents under the Internal Revenue Code, were declared as dependents on your federal tax return for the preceding tax year and are continuing in that status for the current tax year. (Children who are no longer eligible for coverage as dependent children cannot be insured as sponsored dependents).

ARTICLE XII  
COMPENSATION

	<u>1990-1991</u>	<u>1991-1992</u>	<u>1992-1993</u>
<u>SECRETARY</u>			
Probationary	\$ 6.16	\$ 6.50	\$ 6.86
1 (1-3)	6.50	6.86	7.24
2 (4-8)	8.39	8.85	9.34
3 (9 +)	10.73	11.32	11.94
 <u>PARAPROFESSIONAL/AIDE</u>			
Probationary	\$ 4.05	\$ 4.27	\$ 4.50
1 (1-3)	4.63	4.88	5.15
2 (4-8)	5.43	5.72	6.03
3 (9-14)	6.80	7.17	7.56
4 (15-18)	7.81	8.24	8.69
5 (19 +)	8.11	8.56	9.03
 <u>FOOD SERVICE</u>			
<u>Head Cook</u>			
Probationary	\$ 5.21	\$ 5.50	\$ 5.80
Regular	7.41	7.82	8.25
 <u>Asst. Cook</u>			
Probationary	4.63	4.88	5.15
Regular	6.94	7.32	7.70
 <u>2-hr. Worker</u>			
Probationary	4.05	4.27	4.50
Regular	5.50	5.80	6.12

1. All employees who substitute will be paid for such work at the regular rate paid for such position.
2. All regular employees who substitute in a higher position or do work other than in the bargaining unit will be paid for all such work at the higher rate of pay.
3. The District shall furnish up to two (2) smocks per year to food service employees or, at the option of the District, shall provide to each employee an annual allotment sufficient to cover the cost of purchasing smocks.
4. An employee who is required to report for work shall be guaranteed compensation for the entire scheduled work shift.
5. It shall be the responsibility of the District to assure payment to the employees (including overtime, if appropriate) who work for an activity of an outside organization or of the District or of a school organization.

6. Food service employees required to work beyond their regular hours to attend meetings shall be paid for the additional time at their regular hourly rate. Employees required to attend meetings, conferences, trade shows, or other events away from the work site shall be paid at their regular rate for such activities, including travel time, and shall be reimbursed for any necessary expenses incurred.
7. Each June, prior to the end of the food service employees' work year, food service employees interested in working extra hours outside of the regular school day may sign up on the extra work roster. The roster will be maintained in accordance with and consistent with the following:
  - a. With the exception of new hires (subsequent to July 1), current employees may only sign up for the ensuing fiscal year prior to the end of the then current school year.
  - b. Any employees refusing more than three (3) offers of extra hours as defined herein shall be removed from the list for the year.
  - c. Extra hours as defined herein shall be rotated based upon seniority of those food service employees on the roster.
  - d. Bargaining unit members on the roster will be asked prior to utilizing non-bargaining unit personnel.
  - e. Assistant cooks and 2-hour workers shall receive head cook wages for such work.
8. Secretarial employees shall be paid prorata over 26, two-week pay periods.
9. Secretarial employees shall be paid for 8 hours per day with a 30-minute paid lunch period included in the 8-hour day.



ARTICLE XIII  
CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive Grievance Procedure under which the unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.

ARTICLE XIV  
MISCELLANEOUS

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, additions, or alterations only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all bargaining unit members now employed and hereafter employed, by the Board within ten (10) days of the opening of the school year or within thirty (30) days of the ratification of this contract, whichever is the latest of these two dates. Twelve (12) additional copies shall be provided to the Association.
- C. It is agreed that the Board will not subcontract bargaining unit work for the purpose of undermining the members of the Association, and without prior negotiation with the Association over the effects of the subcontracting.
- D. A person who returns to work in the bargaining unit after having resigned or having been discharged shall be regarded as a new employee.
- E. If any provision(s) of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supercede to the extent of the conflict the provision(s) of this Agreement and govern the relations of the parties hereunder.

ARTICLE XV  
DURATION

This Agreement shall be effective as of July 1, 1990, and shall continue in effect until midnight, June 30, 1993. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by written mutual agreement of the parties.

ATHENS EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION/MEA-NEA

Virginia L. Doudley  
President

Donald M. Amy  
Negotiations Chairperson

ATHENS AREA SCHOOLS  
CALHOUN, KALAMAZOO, and  
ST. JOSEPH COUNTIES

Mary E. Roscoe  
President, Board of Education

Patricia Shepler  
Negotiations Chairperson

LETTER OF UNDERSTANDING

For the duration of her employment as high school secretary with the Athens Area Schools, the vacation provision(s) of Article X(C) will not apply to Darlene Ling. Rather, Mrs. Ling will continue to receive vacation time in the following manner:

- 1) Up to twenty-five (25) years of service:
  - three (3) weeks paid vacation per year; and,
  - two (2) weeks unpaid vacation per year.
- 2) After twenty-five (25) years of service:
  - four (4) weeks paid vacation per year; and
  - two (2) weeks unpaid vacation per year.

It is understood between the parties that the above vacation time will be normally taken during periods when school is not in session and that, consistent with current practice, the vacation time will not carry over or accumulate from year to year.

ATHENS EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION/MEA-NEA

ATHENS AREA SCHOOLS  
CALHOUN, KALAMAZOO, and  
ST. JOSEPH COUNTIES

/s/ Brad Richards 8/02/88

/s/ Theodore G. Faulk, Sr. 8/02/88

/s/ Virginia Doubleday 8/02/88

/s/ Miles D. VanOrman 8/02/88