

6/30/91

AGREEMENT

Between the

CARMAN-AINSWORTH MICHIGAN
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

and the

CARMAN-AINSWORTH BOARD OF EDUCATION

COVERING THE PERIOD BETWEEN

JULY 1, 1986 THROUGH JUNE 30, 1991

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Carmen-Ainsworth Community School

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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ARTICLE I

- A. The Carman-Ainsworth Board of Education, hereinafter referred to as the Board, hereby recognizes the Carman-Ainsworth Michigan Educational Support Personnel Association, formerly known as the Carman-Ainsworth Educational Secretaries Association, hereinafter referred to as the Association, an affiliate of the Michigan Educational Support Personnel Association, as the exclusive bargaining representative for regular full time clerical employees, regular part time clerical employees, regular full time secretarial employees, regular part time secretarial employees, regular full time assistants, and regular part time assistants. For the purposes of this agreement, the following definitions will apply:

1. A regular full time employee is one who is employed at least six hours per day for a minimum of the days specified as the student school calendar year.
2. A regular part time employee is one who is employed a specified number of hours each week for a minimum of the days of the student school calendar year but less than thirty (30) hours per week.
3. A probationary employee is one who is employed to fill a regular full or regular part time position for the trial period set forth in Article II, B.
4. A substitute employee is one who is employed to fill a regular full or regular part time position on a per diem basis while the regular employee is on a leave.

The positions of Secretary to the Superintendent, Secretaries to any and all Assistant Superintendents, Secretary to the Director of Personnel, Financial/Purchasing Analyst, Payroll Accountant, Data Processing System Technician/Accounts Payable, Supervisors, Native American Specialists, Head Start teachers and all other employees not included in paragraph one above shall be excluded from the bargaining unit. If the position of Data Processing Technician is separated from the Accounts Payable position, the latter will be considered a bargaining unit position and will be classified in accordance with Article I. B.

B. Job Titles and Levels of Responsibility

Level A -- Transportation Assistant
Nutrition Assistant
Building Security Assistant

Level B -- Attendance Clerk
Building Clerk
Secretary I
Locker Room Assistant

Level C -- Clerk/Receptionist
Media Assistant
Secretary II
Think Lab Assistant
Resource Center Assistant
Special Education Assistant
Developmental First Grade Assistant
Title I Preschool Assistant
Head Start Classroom Assistant
Career Resource Center Secretary
Assistant Building Secretary
Records & Reproductions Clerk

Level D -- Building Secretary
Office Assistant I
Secretary III
Bookkeeper
Fringe Benefits/Child Accounting Clerk
Head Start Home Visitor
Head Start Parent Coordinator
Head Start Support Services Coordinator
Native American Home School Coordinator
Building Assistant

Level E -- Office Assistant II
Accounts Payable Clerk

C. Review Process

A review committee consisting of the Director of Personnel, an officer of the Association, and other representatives of the Administration and the Association in equal numbers to be mutually determined shall be established to review positions. Original placement of new positions shall be the responsibility of the Director of Personnel. The review committee shall establish and publish procedural guidelines for both the review of existing positions and the placement of new positions. The basis for placement and review shall be the Classification Study Report.

A review may be initiated by the employer, the employee or the Association. However, the final determination on whether or not to conduct a review will rest with the review committee.

- D. By September 30, of each school year, the Association will be given a list of all bargaining unit members and their assignments in the Carman-Ainsworth Community Schools.

When a position is filled as a result of a vacancy or a creation of a new position, the Association president will be notified within five (5) working days.

ARTICLE II

HOURS OF WORK SENIORITY WORKING CONDITIONS

A. Hours of Work

1. The normal work day for secretarial and clerical employees shall be eight hours per day. The normal work week shall be forty (40) hours per week.

The normal work day for assistants will be six and one-half hours per day. The normal work week shall be thirty two and one-half (32 1/2) hours per week, however, building assistants may be required to work up to forty hours per week.

2. The term days shall mean working days.
3. When secretaries work in different buildings during the day, etc., the dismissal time is based on the time the secretary began that day.
4. When weather and/or road conditions make it necessary to close schools and teachers are not required to report, the bargaining unit members shall not be required to report, except that if an administrator requires an employee to work, the employee will be compensated in accordance with the provisions of Article III, D. An employee whose normal work week is less than forty (40) hours who is required to work by an administrator on a day when weather and/or road conditions make it necessary to close school will be compensated at time and one-half of their regular rate.

5. Each Secretary shall be entitled to thirty minutes (30) duty free lunch period to be determined with the administrator at the beginning of each school year. Each assistant is entitled to at least a thirty (30) minute duty free lunch period to be determined with the administrator at the beginning of each school year. In the event the lunch period cannot be duty free due to an emergency or due to a specific request by an administrator, the employee shall receive equivalent compensatory time to be taken no later than the next pay period. Requests for working shall be in writing whenever possible. All full time bargaining unit members will be entitled to two (2) fifteen (15) minute breaks each day whenever possible.
6. Work days will include days actually worked, paid leave days, and paid holidays, but will exclude vacation days and other days not worked except as previously limited.

B. Seniority

1. Probationary Employees

- a) Employees shall be regarded as probationary employees until they have completed the trial period as set forth below:

LEVEL A--sixty (60) working days
LEVEL B--ninety (90) working days
LEVEL C--ninety (90) working days
LEVEL D--one hundred eighty (180) working days
LEVEL E--one hundred eighty (180) working days

There shall be no responsibility for the reemployment of probationary employees if they are laid off or discharged during this period.

- b) Employees are eligible for seniority after successfully completing the probationary period in which event the employee's seniority will date back to his/her date of hire as a probationary employee.
- c) The discharge, dismissal, or discipline of a probationary employee shall not be subject to the grievance procedure beyond Level III.

2. Regular Employees

- a) Seniority is defined as length of active service in bargaining unit since the date of last hire or length of continuous service as an assistant subject to restrictions included in this collective agreement. Seniority ties shall be broken by a drawing conducted in the presence of the Association president.

Any employee who accepts a nonbargaining unit position shall have his/her accumulated bargaining unit seniority frozen and shall receive credit for this seniority upon return to a bargaining unit position. A member of one subunit who has accrued seniority in the other subunit shall maintain the seniority. The employer shall establish and maintain two seniority lists, one for the secretarial/clerical subunit and one for the assistants subunit.

b) Seniority in the bargaining unit shall be maintained while an employee is on an approved leave of absence, but will not continue to accrue except as follows:

1. For a military leave as provided by law.
2. For the first twelve (12) months of an unpaid sick leave.
3. For a maximum of two (2) years leave for Association business.
4. For a maximum of two (2) years while on layoff.
5. For a maximum of two (2) years for absence compensable under Worker's Compensation.

c) An employee shall lose his/her seniority rights if s/he retires, resigns, or is discharged for just cause.

C. Security

1. No secretary shall be required to enter an unoccupied building in the absence of another employee.
2. When a secretary must be left alone in a building, the building administrator will be responsible for providing that the building be secured during this period.

D. Job Description

1. A job description will be furnished each employee at the time of his/her initial employment.
2. When any bargaining unit job description is changed by the Carman-Ainsworth administration, the Association president will be furnished a copy of the altered job description at least five (5) working days prior to the effective date.

ARTICLE III

COMPENSATION

- A. The salaries of employees covered by this Agreement are set forth in Schedule A which is attached to, and incorporated in, this Agreement. Such salary schedule shall remain in effect during the life of this Agreement.
- B. A secretary shall be given up to one (1) years credit for outside secretarial and clerical service at time of hiring for purposes of pay only. An assistant shall be given up to one (1) years credit for employment in an education related position involving student and/or parent contact.
- C. Employees currently on the payroll shall be given first consideration for additional work based on their qualifications. Final authority for assignment shall rest with the Director of Personnel. Employees desiring such work shall apply in writing to the Director of Personnel no later than two (2) weeks prior to the ending date of school.
- D. Overtime worked at the written request of the immediate supervisor in excess of forty (40) hours in any one week or on Saturday shall be paid at the rate of time and one-half of the regular rate. The hourly rate of any employee shall be as set forth in Schedule A. It shall be the employer's option to allow compensatory time to be taken in lieu of overtime. Compensatory time shall accrue at one and one-half the regular hours of work, but shall be limited to sixteen (16) hours within a pay period. Compensatory time thus accrued, must be taken no later than the following pay period. The administration will notify the Personnel Office of compensatory time accrued and taken.
- E. Employees will observe the work days of the unit for which s/he works, but will be paid two (2) times the daily rate if that is a paid holiday for the bargaining unit and provided that the employee actually works. All employees will be paid for the following legal and special holidays that fall within the employee's work year: Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas, Christmas Day, New Year's Day, Good Friday and Memorial Day. In addition, full calendar year employees will receive the day before New Year's Day.
- F. If paid holidays fall during a vacation period, they will not count as a vacation day.

- G. An employee engaged during the working day in negotiating with any representative of the Board or participating in any grievance in behalf of the Association shall be released from regular duties without loss of salary.
- H. A maximum of five (5) days without cost to the Association shall be granted for use at the discretion of the officers of the Association. Requests for use of such days must be made in writing to the Director of Personnel at least twenty four (24) hours in advance of the date requested.
- I. Upon program approval by the Director of Personnel, three hundred dollars (\$300) shall be provided annually for inservice at the request of the Association.
- J. Employees who are temporarily assigned the responsibility of a higher classification by the Director of Personnel shall receive the rate of the higher classification immediately. Bargaining unit members who are temporarily assigned the responsibility of an unclassified employee shall, receive the lowest payrate for that unclassified position effective immediately upon assignment to that position. Should the lowest rate for the unclassified position be less than or equal to the employee's classified rate, s/he will be placed on the step of the unclassified schedule which is one step higher than the rate closest to his/her classified rate. An employee who desires and will accept temporary assignment in a position at a higher level shall notify the Director of Personnel by September 15 of each school year indicating those positions in which s/he has an interest. New employees have ten (10) days from the date of hire to notify the Director of Personnel of such interest.
- K. For placement on the salary schedule, an employee who works at least one fourth ($1/4$) but less than three fourths ($3/4$) of his/her contracted work year will receive one half ($1/2$) year credit for salary purposes on July 1. An employee who works three fourths ($3/4$) or more of his/her contracted work year will receive one year credit on July 1.
- L. The anniversary date for determining years of service in the bargaining unit for secretaries/assistants will be July 1. Years of service shall be used for the calculation of longevity, vacation, and position on the salary schedule. No new hire into the bargaining unit and/or new employee from another bargaining unit shall be given credit for previous employment for purposes of vacation and/or longevity pay.
- M. Employees required by an administrator to travel during their scheduled work day will be reimbursed at the rate established by the Board of Education annually but not less than twenty (20¢) cents per mile will be paid.

- N. On or after July 1, 1988 a payment of twenty-five dollars (\$25.00) times the number of accumulated sick days to a maximum of one hundred and eighty days (180) will be made to the employee at the time of retirement.

ARTICLE IV

VACANCIES AND PROMOTIONS

- A. The transfer, assignment and/or promotion of employees shall be the sole responsibility of the administration subject to the following:
1. Whenever any vacancy in any bargaining unit position in the district shall occur, the Personnel Office shall publicize the vacancy by posting it in each building and in the staff newsletter if one is published in the period covered by the posting. A copy of the posting will be sent to the president of the Association.
 2. In the event of a vacancy in a bargaining unit position the Personnel Office will post the position for five (5) working days during the school year and for (10) working days during the summer recess. Any bargaining unit member may apply for the position in writing and have a personal interview by request.
 3. A vacancy shall be defined as a position, either newly created or a present position that is not filled. A position shall not be considered vacant:
 - a) For fifty (50) work days after paid sick leave is exhausted if the employee is on a doctor verified sick leave.
 - b) For an approved leave of absence of less than fifty work days.
 - c) For the trial period specified by the position level if the vacancy is due to the promotion of another bargaining unit employee.

A change in position description does not constitute a vacancy unless it includes a change in level. Five (5) working days before any bargaining unit position description as printed is changed, or any bargaining unit member moved from one building to another, the employee involved and the president of the Association shall be notified in writing.

4. Applications for vacancies shall be filed in writing by the employee with the Personnel Office. Acknowledgement of such applications shall be made in writing to the employee by the Personnel Office. Upon selection of a successful candidate all other applicants will be notified in writing prior to a general news release.
5. When a vacancy occurs, seniority will be one of the criteria for selecting between applicants within the unit. Secretarial/clerical employees shall be given first consideration for vacancies and promotions within the secretarial/clerical subunit. Assistants shall be given first consideration for vacancies and promotions within the assistants subunit. Bargaining unit members will be given first consideration for vacancies and promotions within the total unit.
6. Transfers:
 - a) When an involuntary transfer is necessary, the affected employee and the Association will be notified of the reasons for such transfers.
 - b) When a position is eliminated those employees with the least seniority within a level and subunit shall be the first to be reassigned involuntarily providing s/he meets the qualifications as set forth in the classification description.
 - c) When a position is eliminated and later reinstated, the employee transferred out of that position shall be offered the job before it is posted.
7. Promotions
 - a) An employee who is promoted to a higher level position will serve in the position for a trial period of not more than ninety (90) working days for positions at Level B and C, or for one hundred eighty (180) working days at Level D and E.
 - b) Should an employee be temporarily assigned to a higher level position for which s/he later applies and is selected, the time served temporarily will count against the trial period.
 - c) If the employee's work is unsatisfactory, s/he will be returned to his/her previous position at a time determined by the Director of Personnel and prior to the expiration of the trial period. An employee upon request will be returned to his/her previous position prior to the expiration of the trial period.

- d) Placement in a position from which a bargaining unit member has been promoted shall be considered a temporary placement until all employees affected have completed their respective trial periods.

B. Layoff

1. In July of each year the Board shall publish and distribute to each building a copy of the complete seniority list for the members of the bargaining unit. Such lists shall include the date of last hire, seniority, years of service for vacation, longevity and salary schedule placement as well as seniority in the subunit.
2. An employee whose position has been eliminated will move to an available position in his/her Level and subunit or if no such position exists, to the position held by the least senior person in that Level or subunit, providing that s/he has the seniority to hold the position and providing s/he meets the qualifications as set forth in the classification description. If the affected employee refuses the position, s/he may be placed in a vacant position at a lower Level within constraints of this agreement providing s/he meets the qualifications as set forth in the classification description or elect to be placed on layoff.
3. The above process will be repeated until such time as the employee affected would not have the seniority to displace the least senior employee in any Level below that from which the position was eliminated.
4. No position will be posted until employees affected by layoff have been placed in positions, or elected to be placed on layoff.
5. Positions which would result in promotions for an employee affected by layoff will be treated as vacancies, and employees affected by layoff will be considered for placement in these positions on the same basis as other members of the bargaining unit.
6. An employee on layoff may elect to continue insurance benefits by paying the premiums at the Board offices for a maximum of one (1) year contingent upon the approval by the respective insurance carriers.

C. Recall

1. When employees whose service has been so terminated are to be reemployed, those having the greater seniority shall be recalled first, providing s/he meets the qualifications as set forth in the classifications description.

2. The Board shall give written notice of recall from layoff by sending a certified letter to said employee at her last known address. An employee receiving recall notice shall have five (5) working days in which to notify the Board of his/her intention to return.

ARTICLE V

DISCIPLINE AND DISCHARGE

- A. No bargaining unit member shall be disciplined, discharged, or demoted without just cause and due process.
- B. Any discipline above the level of written warning may be processed through the grievance procedure.
- C. An employee may request and has the right, upon request, to have an Association representative at any discussion with the Board or its representatives involving discipline.

ARTICLE VI

PAID LEAVES

- A. Sick and emergency leave shall be credited annually to each employee on the first day of his/her employment year as follows:
 1. Twelve (12) days for employees working 38, 40 or 41 weeks.
 2. Thirteen (13) days for employees working 42-47 weeks.
 3. Fourteen (14) days for employees working 48 or more weeks.
- B. Sick leave chargeable against accrued time may be taken for the following reasons:

1. Personal Illness or Disability

The employee may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and the complications of pregnancy.

2. Illness of an Immediate Family Member

Serious illness or medical care of the spouse, son, daughter, or other dependent which requires the presence of the employee in order to provide the necessary care, or critical illness of the spouse, child, parents, or parents-in-law.

3. Bereavement

- a) A maximum of three (3) days not chargeable against accrued sick time may be taken for a death in the immediate family to include a legal dependent of the employee and/or a spouse, child, parent, parent-in-law, grandparent, or grandchild.
- b) One (1) day chargeable against accrued sick time may be taken to attend the funeral of a close friend or relative.
- c) Up to two (2) additional work days, charged against accrued sick leave may be granted upon approval by the Personnel Director for travel time.

4. Personal Business

A maximum of two (2) days per year may be taken for the purpose of conducting business which cannot be accommodated outside of normal work hours. Personal business days cannot be used during the first or last week of an employee's work year, during the first or last week of the student calendar, or immediately preceding or following holidays or vacation without the approval of the immediate supervisor. At least twenty-four (24) hours notice must be given the immediate supervisor prior to the scheduling of a personal day except in emergencies.

- C. Each employee shall be entitled to an accumulation for the unused portion of each year's leave up to one hundred eighty (180) days.
- D. If the Board has reason to suspect abuse of leave days, the employee may be asked to provide verification of the reason for absence. For a continuing illness or disability the employee will provide verification upon request.
- E. Sick Leave Bank
 - 1. The Association will operate a sick leave bank on a mandatory basis. The Association will establish a committee to administer the sick leave bank and to provide the information whereby the Business Office will keep the records. The Director of Personnel will serve in the capacity of an advisor to the committee.

2. Each employee will donate one (1) day of his/her sick leave to the bank whenever the bank is depleted to 200 days. During the initial build up of the sick leave bank, each employee will donate one (1) day of his/her sick leave to the bank each year until the sick leave bank contains two hundred (200) days.
 3. Additions will be made to the bank at the beginning of each fiscal year. An employee working at least one fourth, but less than three fourths of the contracted work year shall donate one-half day. A person working three fourths or more of the contracted work year shall donate a full day.
 4. A person will not be able to withdraw the contributed days.
 5. The first fourteen (14) consecutive work days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave or by absence without pay.
 6. A person will not be able to withdraw days from the bank until his/her own accumulated sick leave is depleted.
 7. An individual may withdraw the number of days from the bank necessary to result in no loss of wages for one year, after s/he has depleted his/her own accumulated sick leave and also has been ill fourteen (14) consecutive work days.
 8. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
 9. Any employee who leaves the employ of the Carman-Ainsworth Community Schools shall donate his/her unused sick leave to the sick leave bank.
 10. First year employees in the bargaining unit shall not contribute to nor be eligible for benefits from the sick bank.
- F. Any employee who is absent because of an injury or illness which is compensated under Worker's Compensation Law shall receive the difference between the allowance under Worker's Compensation and his/her regular salary, and such differences shall be prorated against his/her available leave time.
- G. Leaves of absence with pay not chargeable against the employee's sick leave allowance shall be granted for the following reasons:
1. Absence when the employee is involuntarily called for jury service. If an employee serves on a jury, any remuneration paid for jury duty shall be returned to the school district upon receipt.

2. Court appearances as a witness in any case connected with the employee's employment or the school. If subpoenaed in a case involving the public interest, s/he may be granted leave pay.

ARTICLE VII

UNPAID LEAVE OF ABSENCE

- A. Any employee whose personal illness extends beyond the period compensated for under Article VI shall be granted a leave of absence without pay for a maximum period of one (1) year.
- B. The Board shall grant a leave of absence without pay of up to one year for the purpose of child care.
- C. The Board shall grant a leave of absence of up to three (3) years without pay to any employee to campaign for, or serve in, a public office.
- D. A leave of absence without pay may be granted upon application by the employee on the form provided by the administration, and approval of the immediate supervisor and the Director of Personnel for reasons acceptable to the Board. Such leaves shall have a maximum of one (1) year. When any such leave is granted by the administration, the Association president shall be notified in writing within five (5) working days.
- E. Return from Leaves
 1. An employee is expected to report for work on the first work day following the expiration date of his/her leave. Extensions for leave shall be granted in writing and shall name a new expiration date.
 2. An employee intending a return from any leave of more than fifty (50) work days must notify the Personnel Office in writing thirty (30) work days prior to the date s/he would like the return to be effective.
 3. Employees returning from leave of more than fifty (50) working days shall be offered a position within the classification from which leave was granted if such a position exists. If no position exists, the employee may elect to remain on leave until a vacancy occurs in the same or higher classification for which the employer determines s/he is qualified.
- F. It shall be the employee's responsibility to keep the Personnel Office informed of current address and telephone numbers.

ARTICLE VIII

INSURANCE PROTECTION

- A. The Board shall provide without cost to the employee, MESSA Super Med II for the employee and his/her eligible dependents. Double coverage shall not be permitted. Medicare premiums will be paid on behalf of the employee, spouse, and/or eligible dependent.
- B. The Board shall provide without cost to the employee and with both internal and external coordination of benefits either MESSA Delta Dental Plan E/O-6 or Plan C whichever is necessary to provide the employee and his/her eligible dependents with the most complete coverage.
- C. The Board shall provide to all full time employees without cost to the employee a \$15,000 group term individual life insurance policy with the accidental death and dismemberment rider. Part time employees shall be provided \$5,000 group term individual life insurance without cost to the individual.
- D. The Board shall provide without cost to the employee, long term disability insurance that will include benefits to begin one (1) year after sickness or accident payable to age 65, or until termination of disability, whichever occurs first. The long term disability policy shall pay sixty six and two thirds percent (66 2/3%) of annual contractual salary with a monthly payment limit of seventy five percent (75%) of monthly contractual salary including direct offsets such as social security, etc.
- E. Insurance coverage in paragraphs A-D will be subject to restrictions of the respective carriers and will be in effect for the full twelve month period providing the employee completes his/her contracted work year.
- F. An employee does not become eligible for fringe benefits under this agreement until s/he is employed for thirty (30) or more hours per week at which time s/he becomes eligible for full fringe benefit coverage.
- G. The board shall provide without cost to the employee MESSA VSP II with both internal and external coordination of benefits.
- H. If a health maintenance organization (HMO) option is made available by the employer during the life of this contract each employee will be given the opportunity to select such option in lieu of the carrier currently provided. Double coverage will not be permitted.

ARTICLE IX

VACATIONS

- A. Employees have the right to choose the time of their vacations with the approval of their supervisor, however, it is required that secretaries having student contact work when school is in session. Any deviation from the above must have the written approval of the immediate supervisor.
- B. A maximum of one year's vacation allowance may be carried over into the next year. Time not used beyond this amount will be lost.
- C. Secretaries shall be entitled to vacation pay as follows:

Less than 1 year	0.10 x weeks worked
1 but less than 2 years	0.13 x weeks worked
2 but less than 3 years	0.15 x weeks worked
3 but less than 4 years	0.18 x weeks worked
4 but less than 5 years	0.20 x weeks worked
5 but less than 6 years	0.22 x weeks worked
6 but less than 7 years	0.24 x weeks worked
7 but less than 8 years	0.26 x weeks worked
8 but less than 9 years	0.28 x weeks worked
9 but less than 20 years	0.30 x weeks worked
20 years or more	0.38 x weeks worked

Vacation days will be credited twice a year, at the completion of each half year or on December 1 and on June 1 of each work year.

A work week is defined as a five consecutive day period consisting of days actually worked, paid holidays, paid leave days, paid vacation days within the employee's work year, and excluding any days not worked.

ARTICLE X

EVALUATION

- A. The work performance of all employees shall be evaluated in writing at least once annually.
- B. Evaluation shall be conducted by a person to whom the employee is assigned and/or a person designated by the administrator or the Director of Personnel as knowledgeable about the position and the employee's performance in it. The person conducting the evaluation shall not be a member of the bargaining unit.

- C. A copy of the written evaluation shall be submitted to the employee and discussed with him/her within ten (10) days of its completion.
- D. All monitoring or observation of the work of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- E. Each employee shall have the right upon request to review the contents of his/her own personnel file.
- F. Probationary employees shall be evaluated at least three (3) times during the probationary period. All evaluations shall be in writing and shall be discussed with the employee within ten (10) days of completion.

ARTICLE XI

NEGOTIATION PROCEDURE

- A. In any negotiation described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. No final agreement between the parties may be executed without ratification by a majority of the membership of the Association and the Carman-Ainsworth Board of Education. Representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- B. Two work days notice must be given to the other party before a negotiation meeting is called. A meeting for purpose of negotiations may be called without the two work days notice provided all parties concerned are agreeable. Except by mutual agreement, at least four (4) hours notice must be given all parties concerned before a negotiation meeting can be cancelled. All parties concerned, for the purpose of this paragraph, means the president of the Association and the administrator in charge of negotiations.
- C. Any decisions that are made concerning contract interpretation between the administration and the Association shall be in writing on the agreement form as provided in Schedule C. The agreement shall be dated and signed by both parties and each shall receive a copy.

ARTICLE XII

GRIEVANCE PROCEDURE

- A. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.
- B. A grievance is a claim by one or more members of the unit of improper application or interpretation of this Agreement specifying the part of the Agreement which is claimed to be violated.
- C. Level I:

Any employee having a specified grievance shall take the matter up with his or her immediate supervisor within seven (7) working days of the occurrence of the incident being grieved, who shall attempt to adjust the matter consistent with the terms of this Agreement.

Level II:

Grievances which are not settled at Level I shall be reduced to writing on the appropriate forms, signed by the aggrieved and delivered to the immediate supervisor within five (5) working days of the Level I meeting. The written grievance must contain the claimed violation of the Agreement and all pertinent contract citations. The immediate supervisor shall write his or her disposition on the grievance form within five (5) working days.

Level III:

If the grievance is not adjusted by the above steps, within five (5) working days, the grievance committee shall file an appeal with the superintendent of schools or his or her designated representative, who shall hold a hearing within eight (8) working days in the attempt to adjust the matter. Both the Association and the employer shall have the right to request the presence of any necessary parties. The superintendent of schools or his or her designated representative shall render his/her written disposition of the grievance within five (5) working days.

Level IV:

If the grievance is not adjusted by any of the above steps, the grievance committee shall file an appeal with the Board of Education within five (5) working days of the receipt of the last disposition. The Board of Education shall meet with the grievance committee within fifteen (15) working days of the receipt of the written appeal of the superintendent's decision and shall render its decision within eight (8) working days after the meeting.

Level V:

1. If the disposition of the grievance from the Board of Education is not satisfactory the Association may, within ten (10) working days, submit the grievance to an arbitrator. The arbitrator shall be selected according to the rules of the American Arbitration Association unless the parties otherwise agree to mutually select an arbitrator.
2. Any arbitrator selected by either of the methods described above shall have power only to rule on matters clearly specified in this agreement. He/She shall have no power to add to, subtract from or to modify any language contained in this agreement.
3. This decision of the arbitrator shall be final and binding upon both parties.
4. Should the arbitrator decide that he or she has no power to decide the dispute above he or she shall, as soon as practical, so notify the employer and the Association.
5. The fees and expenses only of the arbitrator shall be borne equally by both parties. Either party incurring incidental expenses i.e., witness fees, etc., shall be individually and solely responsible for such expenses.

D. Representatives:

1. The employee may request Association representation.
2. With the proper notification to the Association, nothing herein contained shall be construed to prevent any individual member from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment.

E. Time Limits:

If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Association and the employer.

F. Miscellaneous:

A grievance may be withdrawn without prejudice, record or precedent.

ARTICLE XIII

SPECIAL CONFERENCES

- A. Special conferences for the improvement of working relations may be arranged between the administration and the Association upon request of either party. Such meetings shall be between the administration and not more than three (3) representatives for the Association. Arrangements for such special conferences are to be made in advance and an agenda of the matters to be taken up on special conferences shall be confined to those matters included in the agenda. Conferences shall be held between 9:00 a.m. and 4:00 p.m. Special conferences shall be scheduled within ten (10) days after a request for such conference is made.
- B. Members of the Association shall lose neither time nor pay for time spent in such special conferences.
- C. No such special conference shall be held more often than once each month unless by mutual consent.

ARTICLE XIV

ASSOCIATION SECURITY

- A. All bargaining unit members shall as a condition of continued employment be required to either pay a service fee equivalent to Association dues including the Michigan Educational Support Personnel Association or join as a member.
- B. All bargaining unit members shall either:
 - 1. Sign and deliver to the Association within thirty (30) days of the commencement of employment a membership form authorizing payroll deduction of the dues and assessment of the Association (including the Michigan Educational Support Personnel Association) and such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year, or
 - 2. Cause to be paid by payroll deduction to the Association a service fee equivalent to the dues and assessment of the Association (including the Michigan Educational Support Personnel Association) within thirty (30) days of the commencement of employment.

3. In the event that payroll deduction of the service fee or membership dues and assessment shall not be authorized, the Board upon receiving a signed statement from the Association indicating the employee has failed to comply with this condition, shall notify said employee his/her services will be discontinued at the end of thirty (30) days. The refusal or failure of any employee to comply with these provisions is recognized as just and reasonable cause for termination of employment.
 4. The Association assumes the obligation of transmitting either membership forms or service fee forms to the Board for purposes of payroll deduction.
- C. The Michigan Educational Support Personnel Association agrees to assume the legal defense of any suit or action brought against the Board as a result of the implementation of this Article. The Michigan Educational Support Personnel Association further agrees to indemnify the Board for any costs or damages which may be assessed against it as the result of said suit or action.
1. The Michigan Educational Support Personnel Association, 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 or other tribunal regarding the validity of this Section or the damages which may be assessed against the Board by any court or tribunal.
 2. The Michigan Educational Support Personnel Association has the right to choose the legal counsel to defend any said suit or action.
 3. The Michigan Educational Support Personnel Association shall have the right to compromise or settle any claim made against the Board under this section.
 4. The word "Association" as used in Section A-B of Article XIV includes the Carman-Ainsworth Educational Secretaries Association and the Michigan Educational Support Personnel Association and indicates that both are a party to and jointly responsible for items outlined in Section A-B of Article XIV.
 5. This Article shall be effective only upon written acknowledgment by the Michigan Educational Support Personnel Association that they are a party to and responsible for items outlined in Article XIV, C.
- D. The Board shall furnish the Association the names of all new bargaining unit members (with current addresses, school assignments and number of hours worked) as they are hired.

- E. The deduction of membership dues shall be made from the second paycheck each month for ten (10) months beginning in September and ending in June of each year, and the Board agrees to remit to the respective Association all monies so deducted accompanied by a list of bargaining unit members from whom the deductions have been made.
- F. The Board shall also make payroll deductions upon written authorization from employees for annuities, credit union, savings bonds, or any other plans or programs currently offered by the Board.

ARTICLE XV

RIGHTS OF THE BOARD

The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. The Association may request information which is generally distributed and will be duly advised by the Board of fiscal, budgetary and tax programs affecting the district.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms contained in any individual contracts heretofore in effect.
- C. Copies of the Agreement shall be prepared at the expense of the Board and provided to all current bargaining unit members. At the time of employment, all new employees will receive a copy of the Agreement, supplied by the administration.
- D. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. The Board of Education agrees to bear the cost of the State required TB test. The Board will reimburse the cost of the x-ray for those employees that are medically verified as positive reactors and present a bill for such services.

- F. The provisions of this Agreement shall be applied without regard to race, creed, religion, ethnic group, national origin, age, sex or marital status.
 - G. Employees shall not be denied the right to organize, join and/or support the Association for the purpose of engaging in collective bargaining or negotiations.
 - H. The Association and its representatives, shall have the right to use school buildings at reasonable hours for meetings, provided that this shall not interfere with or interrupt school operations, provided established administrative regulations are followed in requesting such use.
 - I. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt school operations, provided established administrative regulations are followed in requesting such use.
 - J. The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards, at least one of which shall be provided in each school building and other district buildings where bargaining unit members are employed. The Association may use the district mail service and mail boxes for communications to employees provided there is no additional expense to the school district.
- No employee shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.
- K. Bargaining unit members will adhere to all policies, rules and regulations of the Board which are not in conflict with this Agreement.
 - L. All employees as a condition of employment will complete a summer address form prior to the ending day of school. A copy of the form will be provided to the Association, a copy filed at the building and a copy filed in the Personnel Office.

ARTICLE XVII

REOPENER CLAUSE

This agreement shall be effective July 1, 1986 unless otherwise specified. It shall expire on June 30, 1991 at 11:59 p.m. This contract may be reopened by mutual agreement for negotiations ninety (90) days prior to the expiration date of the existing contract.

CARMAN-AINSWORTH MICHIGAN
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION

Joan Dowdy
President

Carmen Gorman
Negotiations Team

Jan Katz
Negotiations Team

Phillip T. McCoy
Chief Negotiator

August 22, 1989
Date

CARMAN-AINSWORTH BOARD OF
EDUCATION

Christy A. Kaudke
President

Bonnie M. Reno
Vice-President

Donald R. Wright
Secretary

Joseph J. Shuler
Chief Negotiator

August 22, 1989
Date

SCHEDULE A

July 1, 1986 through June 30, 1987

<u>LEVEL</u>		<u>STEPS</u>			
		<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
1.065	A	5.11	5.60	6.12	6.61
	B	5.92	6.41	6.95	7.48
	C	6.18	6.67	7.24	7.76
	D	6.59	7.10	7.68	8.19
	E	7.24	7.76	8.39	8.89

July 1, 1987 through June 30, 1988

<u>LEVEL</u>		<u>STEPS</u>			
		<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
1.045	A	5.34	5.85	6.40	6.91
	B	6.19	6.70	7.26	7.82
	C	6.46	6.97	7.57	8.11
	D	6.89	7.42	8.03	8.56
	E	7.57	8.11	8.77	9.29

July 1, 1988 through June 30, 1989

<u>LEVEL</u>		<u>STEPS</u>			
		<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
1.0475	A	5.59	6.13	6.70	7.24
	B	6.48	7.02	7.60	8.19
	C	6.77	7.30	7.93	8.50
	D	7.22	7.77	8.41	8.97
	E	7.93	8.50	9.19	9.73

July 1, 1989 through June 30, 1990

<u>LEVEL</u>		<u>STEPS</u>			
		<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
1.055	A	5.90	6.47	7.07	7.64
	B	6.84	7.41	8.02	8.64
	C	7.14	7.70	8.37	8.97
	D	7.62	8.20	8.87	9.46
	E	8.37	8.97	9.70	10.27

July 1, 1990 through June 30, 1991

<u>LEVEL</u>		<u>STEPS</u>			
		<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
1.050	A	6.20	6.79	7.42	8.02
	B	7.18	7.78	8.42	9.07
	C	7.50	8.09	8.79	9.42
	D	8.00	8.61	9.31	9.93
	E	8.79	9.42	10.19	10.78

LONGEVITY

A longevity pay of \$400.00 per person will be paid to each employee who has completed ten years of service by July 1 of the school year in which the payment is to be made.

OFFICIAL CARMAN-AINSWORTH COMMUNITY SCHOOLS GRIEVANCE FORM

NAME _____ Date Filed _____

School _____ Assignment _____

Individual Grievance _____ Association/Union Grievance _____

Level I _____ Level II _____

Contract Citations:

Statement of Grievance:

Relief Sought:

Signature of Grievant

SIGNATURE INDICATING RECEIPT OF GRIEVANCE FORM _____

Grievance Number _____ Date Signed _____
Signature _____

Distribution: Original- Association/Union Office
Copies to- Labor Relations Office
Grievant
Principal/Supervisor

OFFICIAL CARMAN-AINSWORTH COMMUNITY SCHOOLS GRIEVANCE DISPOSITION FORM
For Use by Supervisor, Association/Union, Labor Relations
Office or Board

TO: _____

Your grievance, filed on _____ and assigned number _____,
has been reviewed at Level _____, and a determination has been made as
follows:

Date: _____

Signature: _____

Grievance Meetings: It is required at all levels that there be a meeting
between the parties in an attempt to solve the grievance. The meeting
shall take place before the disposition is rendered on any grievance or
appeal.

Signature Indicating Receipt by Grievant _____

Date _____

Distribution: Original- Association/Union Office
Copies to- Labor Relations Office
Grievant
Principal/Supervisor

OFFICIAL CARMAN-AINSWORTH COMMUNITY SCHOOLS GRIEVANCE APPEAL FORM

The Association/Union has reviewed the disposition of grievance number _____, at Level _____, and appeals the decision for the following reason(s).

Date: _____

Signature for Association/Union

Signature Indicating Receipt of Appeal Form _____

Central Office Number _____ Original Grievance Number _____

Distribution: Original- Association/Union Office
Copies to- Labor Relations Office
Grievant
Principal/Supervisor

GRIEVANCE DEADLINE EXTENSION FORM

Request for Extension. (state grievance number, level, date request extension to, and other pertinent information).

Reason:

Date: _____

Signature of Association/Union
Representative or Board
Representative

Disposition:

Date: _____

Signature of Association/Union
Representative or Board
Representative

AGREEMENT FORM
Between Association/Union and Administration

Signature for Association/Union

Signature for Administration

Signature for Association/Union

Signature for Administration

Tentative _____ Date _____

Tentative _____ Date _____

Final _____ Date _____

Final _____ Date _____

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