

CONTRACT

**ADAMS TOWNSHIP SCHOOL DISTRICT
AND
ADAMS TOWNSHIP SCHOOL DISTRICT SUPPORT
PERSONNEL ASSOCIATION MEA/NEA**

PAINESDALE, MICHIGAN

**2009 – 2010
&
2010 – 2011**

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AGREEMENT

- A. This Agreement entered into this 1st day of July 2009, between the Adams Township School District, here and after referred to as Employer, and the Copper Country Education Association/Michigan Education Association/National Education Association of which the Adams Township Educational Support Personnel is an affiliate, hereinafter referred to as a Union. This Agreement incorporated the entire understanding of the parties on all issues, which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, except as provided by the laws of the State of Michigan.

- B. The district shall provide a copy of the Master Agreement to each employee within 30 days after ratification by both parties.

ARTICLE I

RECOGNITION

This Employer hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the Agreement for the following employees:

Including: All regularly employed Full and Part-time Custodian/ Maintenance, Secretarial Staff, Food Service Personnel, and Paraprofessionals.

Excluding: Administrators, Supervisors, Confidentials, and all other employees.

Unless otherwise indicated, the term Employee when used hereinafter in this Agreement shall refer to all employees included in the bargaining unit.

ARTICLE II

BOARD OF EDUCATION RIGHTS

- A. It is expressly agreed that all rights, which vest in and have been exercised by the Board of Education, except as provided in this Agreement, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation the right to:
1. Manage the school's business, the equipment and operations, and to direct the working forces.
 2. Continue its rights and past practice of assignment, direction and scheduling of work of all of its personnel, but not in conflict with the specific provisions of this Agreement.
 3. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedule and standards of operation, the means, methods and processes of carrying on the work, including automation thereof or changes therein and the institution of new and/or improved methods or changes therein.
 4. The right to direct the working forces, including the right to hire, promote, transfer, discharge employees and to determine the size of the work force.
 5. Determine the qualifications of employees.
 6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 7. Determine the placement of operation, production, service, maintenance or distribution of work and the source of materials and supplies.
 8. Determine the financial policies, including all accounting procedures.
 9. Determine the size of the management organization, its functions, authority and organizational structure, provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 10. Determine policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria.
 11. To adopt reasonable rules and regulations.

ARTICLE III

UNION RIGHTS

A. **Special Conferences**

Special conferences for important matters may be arranged between the Union and the designated representative of the Board upon the request of either party.

B. **Bulletin Boards and School Mails**

The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials.

C. **Use of Facilities and Equipment**

With the approval of the Superintendent or designee, the Union shall have the right to use school facilities and equipment when such equipment and facilities are not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment. Requests for the use of facilities shall be submitted in writing to the Superintendent or designee.

D. **Furnishing of Information**

Employer agrees to furnish to the Union, upon written request, all available public information concerning the Employer and its operation.

E. When a vacancy occurs, or a position is altered, or a new position is created, the superintendent shall consult with the Association president for input. A reasonable time will be allowed for input.

ARTICLE IV

EMPLOYEE RIGHTS AND PROTECTION

- A. No non-probationary employee shall be disciplined or discharged without just cause. Such actions against non-probationary employees shall be subject to the grievance procedure as herein set forth.
- B. Each employee shall have the right, upon request, to review the contents of his/her own personnel file, except confidential references. A representative of the Union may, at the employee's request, accompany the employee to this review.
- C. Upon his/her request, the employee shall at all times be entitled to have present a Union representative when being disciplined, except when the emergency of the situation demands immediate action.
- D. Employees shall not be required to work under unsafe or hazardous conditions. The Board shall, as in the past, maintain safe working conditions.

Employer shall further provide employees with first aid kits and adequate safety equipment including, but not limited to, goggles, shields and filter masks.

ARTICLE V

GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Actions taken by the Board with respect to probationary employees including, but not limited to, discipline up to and including discharge.
2. Any matter involving employee evaluation. It being further understood that no such matter will be used as a basis for future discipline.

B. The term "days" as used herein shall mean work days.

C. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain and synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation; and
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

D. **Level One**

An employee alleging a violation of the expressed provision of this contract shall within five (5) days of its alleged occurrence, or within sixty (60) days of the discovery thereof orally discuss the grievance with his/her supervisor in an attempt to resolve the same. If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two

A copy of the written grievance shall be filed with the Superintendent or the designated agent as specified in Level One. All written grievances shall be signed by the grievant(s) and the Union. Within five (5) days of receipt of the grievance, the Superintendent or the designated agent shall arrange a meeting with the grievant and/or the designated Union representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or the designated agent shall render a decision in writing, transmitting a copy of the same to the grievant and the Union.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant shall within five (5) days appeal the same to the Board of Education by filing such written grievances along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

Level Three

1. If the Union is not satisfied with the disposition of the grievance at Level Two, it may within fifteen (15) days after the decision of the Superintendent refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, one shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Three not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association.
4. Powers of the arbitrator are subject to the following limitations:
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. The arbitrator shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, or rule made by the Board.
 - c. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

- E. The fees and expenses of the arbitrator shall be shared equally by the parties.
- F. Whenever possible, all preparation filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative is to be at their assigned duty stations.
- G. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- H. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

ARTICLE VI

LAYOFF AND RECALL

- A. Layoff shall be defined as a reduction in the work force. The Union may request to meet to discuss proposed reductions and the various means to that end.
- B. 1. In the event of a reduction in the work force the employer shall lay off employees in the following order:
A. Probationary
B. Least senior
Such layoffs would be contingent upon there being qualified employees remaining to do the necessary work
2. In the event of a reduction of hours in a classification, an employee may claim seniority over a less senior employee in that classification for the purpose of maintaining his/her customary work schedule.
- A thirty (30) day period of time will be allowed for the individual to acquire the necessary skills or qualifications. If the individual chooses not to acquire the necessary skills, that individual may either bump a less senior employee whose position he/she is qualified for or accept layoff.
3. There will be a thirty (30) day notification before the layoff becomes effective.
- C. Employees shall be entitled to recall for a period of two (2) years from the effective date of layoff. Employees will be recalled in the inverse order of layoff to vacancies for which they are qualified. Notices of recall shall be sent by certified mail to the employee's last known address on file with the District. The notice of recall shall state the time and date on which the employee is to report to work. Employees who fail to respond to the receipt of a recall notice within five (5) business days shall be considered terminated from employment. Employees declining recall shall forfeit any further entitlement to employment.

ARTICLE VII

SENIORITY

- A. **Probationary Employee:** Any employed on a regular part-time or full-time basis for a period of forty-five (45) workdays. Should a probationary employee miss any scheduled workdays during the probationary period, the probationary period shall be extended accordingly. During the probationary period, the employee shall not be eligible for sick leave, bereavement or personal leave days.
- B. **Seniority:** Seniority shall be determined on the length of continuous service to the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.

Probationary employees shall have no seniority until the completion of their probationary period at which time their seniority shall revert to the first day of work.

Employees transferred to non-unit positions shall have their accumulated seniority frozen.

- C. An employee upon termination, resignation or retirement shall lose seniority.
- C. Paraprofessionals will be credited with seniority from their original date of hire in the Adams Township School District.
- C. A seniority list should be prepared and maintained by the Employer. A copy of the list and subsequent revisions shall be furnished to the Union.

ARTICLE VIII

VACANCIES, TRANSFER, AND PROMOTIONS

Vacancy Defined

A vacancy shall be defined as a newly created position or a present position that is not filled.

Vacancy Posting

All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays. Said posting shall contain the following information:

- a. Type of work
- b. Location of work
- c. Starting date
- d. Rate of pay
- e. Hours to be worked
- f. Classification
- g. Minimum requirements as reflected in the job description

Vacancy Notification

Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the ten (10) day posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. mail to their last known address.

Award of Vacancies

Vacancies shall be filled with the most senior applicant from within the affected classification with a minimum of four (4) full years of service within that classification.

If no one within the classification qualifies, the most senior member within the classification will be granted an interview. The granting of interviews to other bargaining unit members or to external candidates will be at the discretion of the district.

Should no member from within the affected classification apply, the most senior applicant from another classification will be granted an interview. (See Appendix "B" p.31)

Selection

Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.

Trial Period

In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to meet the Employer's standards of the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

Nine-month employees who are qualified for the position shall have first choice to work summers, with the exception of student help.

ARTICLE IX

LEAVES OF ABSENCE

- A. Leaves of absence up to twelve (12) calendar months without pay may be granted in cases of need without loss of seniority. Leaves may be granted for such reasons as settlement of an estate, personal injury or disability, serious illness of a member of the immediate family, temporary termination of the employee's work, an extended trip, "but not for the purpose of obtaining employment elsewhere or for self-employment". Military training leaves regarding full-time employees who belong to the National Guard, Reserves, or similar military organizations will be allowed up to fifteen (15) days leave of absence without pay when ordered on active duty for training. The Employer agrees to make every effort to have this leave coincide with the employee's accumulated vacation time.
- B. A military leave of absence shall be granted to any employee who is inducted. Similar leaves shall be granted to an employee for military duty in any branch of the Armed Forces during a period of military conflict. Upon return from duty, an employee, supported by General Fund or Hot Lunch Fund dollars, shall return to the position held prior to military duty or a similar position. If necessary, the returning employee may exercise "bumping rights" as defined in this contract.
- C. Any employee who serves jury duty during his/her regularly scheduled workday will be paid the difference between the jury duty pay and his/her regular pay if jury pay is less. The Employee agrees to report to work on any day during which s/he is excused as a juror prior to 12 o'clock noon. The employee shall, if s/he expects to receive benefits under this Article, furnish the Employer with a written statement from the court showing the days and time of jury duty and the amount of jury duty or witness fees s/he was eligible to receive for each day.
- D. Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment will, at the written request of the Union, be granted leave of absence without pay for a period not to exceed two (2) years or the term of office, whichever may be shorter, provided that a suitable replacement can be found for the employee.
- E. An employee who has requested and received an approved leave of absence of thirty (30) calendar days or less shall, upon return from such leave, be given his/her former job or a job of like status and pay. An employee returning to work from an approved leave of absence of more than thirty (30) calendar days shall be given his/her former job or a job of like status and pay, unless the Employer's circumstances have so changed to make it unreasonable to do so.

F. A leave of absence without pay shall be granted for up to one year to an employee for the purpose of infant care within the immediate family. An employee may use sick leave to recover from illness or disability, which shall include childbirth and complications of pregnancy.

G. Applications for leaves of absence must be approved by the Board.

H. **General Conditions**

Any employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

I. **Personal Leave Days**

At the beginning of every school year each eligible employee shall be credited with two (2) days to be used for the eligible employee's personal business. A personal business day may be used for any purpose at the discretion of the eligible employee. An eligible employee must notify the Superintendent one (1) day in advance except in cases of emergency. Any such business day taken adjacent to a holiday break or the first or last work day of the school year must be applied for at least five (5) days in advance except in the cases of emergency, and reason for such leave shall be explained and be subject to approval by the principal or superintendent. Up to two (2) unused personal business days may be carried over to the following year. Accumulated personal business days shall not total more than four (4) in any school year. If three (3) consecutive personal business days are to be taken, the third such day is subject to approval of the principal or superintendent. Any unused personal leave days are to be credited to accumulated sick leave at the end of each school year.

J. It is further understood and agreed upon that an employee shall be entitled to add one unused personal leave day to his accumulated sick leave if the employee has not used both of his/her personal leave days during the school year.

K. At the beginning of every school year, the Association shall be credited with five (5) Association days to be used for Association business. Request for Association days will be made via the president of the Association. Association days will not be accumulative.

ARTICLE X

EVALUATION OF EMPLOYEES

- A. All formal evaluations shall be reduced to writing and a copy given to the employee within ten (10) workdays of the evaluation. If the employee disagrees with this evaluation, he/she may submit a written answer, which shall be attached to the copy of the evaluation in question.
 - 1. When formal monitoring or observation is used by an evaluator, it shall be conducted openly and with full knowledge of the employee.
 - 2. The School District shall work with each employee to correct any designated problem area.
- B. If an employee is asked to sign evaluation placed in his/her file, such signature shall be understood to indicate his/her awareness of the evaluation, but in no instance shall said signature be interpreted to mean agreement with the content of the evaluation.
- C. In the event that the support personnel feels that his/her evaluation was unjust or incomplete, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her evaluation file. This right extends to any documentation included, which is the result of any legal (court) action.

ARTICLE XI

NO STRIKE CLAUSE

- A. The Union agrees that it or the employees shall not authorize, sanction, condone or engage in any strike or related activities for the duration of this Agreement.

ARTICLE XII

WORKING HOURS

A. The normal work year for the school year staff shall be:

- Custodial / Maintenance – 220 days
- Principals' Secretaries – 220 days
- Paraprofessionals – Student Contact Days & In-service Days as required by the Principal.
- Head & Assistant Cooks – Student Contact Days + 4 days of not more than 8 hours.

The normal workweek shall be Monday through Friday. Summer call-in work will not be part of the 220 days for Custodial/Maintenance or Secretaries.

The normal workday shall be established as follows:

1. **Food Service:**

- Jeffers High School - 7.5 hours/day
- South Range Elem. - 7.5 hours/day

2. **Secretarial:**

Jeffers High School and South Range Elementary School – 8.0 hours/day during the School Year when students are present and 7.0 hours/day on non-student days

3. **Custodial:**

- Jeffers High School - 8 hours/day
- South Range Elem. - 8 hours/day

4. **Paraprofessionals:**

Paraprofessionals will work the same days as teachers when students are present. The district at its option may offer days of work beyond the normal school calendar. These days are voluntary.

B. Overtime shall be defined as any hours exceeding an eight (8) hour day or a forty (40) hour work week and shall be compensated at one and one-half (1-1/2) times the regular rate of pay of the employee.

C. **Inclement Weather**

If inclement weather, or an act of God occurs causing the district's classes to be closed for the day: 1) any employee who reports to work will be paid. 2) employees shall be given adequate time to safely report to work (2 hours).

D. **Work Year Calendar**

The work year calendar of 220 days for those classifications affected will be developed mutually by the district and association

ARTICLE XIII

COMPENSABLE LEAVE

Sick Leave

- A. All members covered by this Agreement shall accumulate twelve (12) sick leave days per year if they are full year employees and ten (10) sick leave days per year if they are school year employees. The maximum accumulation of sick days will be 165 days for school year employees and 169 days for full year employees.
- B. In the event of absence of an employee for illness in excess of five (5) consecutive workdays, the Board may, at its expense, require an examination by an independent physician. Upon request, each employee absent for ten (10) consecutive working days agrees to present a certificate from their personal physician testifying to the satisfactory condition of his/her health at their own expense.
- C. The Board reserves the right to limit an employee to his/her current sick leave allowance if s/he sustains an injury outside of school hours.
- D. 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 for the remainder of the year without pay. Such leaves may be renewed in succeeding years by the Board of Education upon written request.
- E. The employee agrees to notify his/her immediate supervisor that s/he intends to be absent from work because of illness at least one (1) hour before the start of his/her shift.
- F. All leave accumulations under this or any other Article are forfeited by the departure of the employee from the system other than for an approved leave.
- G. Pay for sick leave shall be at the employee's hourly rate at the time sick leave is taken, not to exceed eight (8) hours in a day or forty (40) hours in a week, and shall be paid to the employee on his/her regular payday.
- H. Any employee who, by willful misrepresentation, violates or misuses these sick leave provisions, or misrepresents any statement or condition under said provisions, shall be subject to disciplinary action.

- I. A sick leave bank may be established by bargaining unit members from their own accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of sixty (60) days. A committee comprised of three employees and the Superintendent or a designee will administer the bank. No sick days will be loaned out unless all sick and personal days of the requesting employee are depleted. Application for bank days must be submitted in written form, the committee can then grant no more than five (5) days at a time. Members not to exceed five (5) days per member may replenish the bank to sixty (60) days through a yearly one-time donation. Sick day donations by employees are to be made between May 1st and May 31st of each calendar year. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or childcare purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes. The employer upon request shall make an annual report on the status of this sick leave pool available to the bargaining unit.

In the event of catastrophic illness or unusual demand on the sick leave bank, the Employer agrees to enter into discussions with the Union to review ways and means of addressing the maximum number of days available or on deposit.

- J. When an employee is ill or otherwise unavailable for work, they shall notify their supervisor as soon as possible. An employee shall not be required for arranging a substitute.

Funeral Leave

- A. At the beginning of every school year, each Bargaining Unit Member shall be credited with six (6) days to be used for the purpose of attending a funeral(s) for members of the immediate family (parent, sibling, spouse, and child of Bargaining Unit Member and/or his/her spouse). Funeral leave for persons other than a Bargaining Unit member's immediate family is subject to the approval of the superintendent of schools. In each case the Bargaining Unit Member shall notify the superintendent at least one (1) day in advance whenever possible.

ARTICLE XIV

VACATION

- A. Full year employees who are members of this bargaining unit shall earn credits for vacation with pay in accordance with the following schedule:

| | |
|---|--------------|
| After the completion of 1-3 years of work | 10 days vac. |
| After the completion of 4-6 years of work | 12 days vac. |
| After the completion of 7-9 years of work | 14 days vac. |
| After the completion of 10-11 years of work | 17 days vac. |
| After the completion of 12-13 years of work | 18 days vac. |
| After the completion of 14-15 years of work | 19 days vac. |
| After the completion of 16+ years of work | 20 days vac. |

- B. Less than full year employees who are members of this bargaining unit shall earn credits for vacation with pay in accordance with the following schedule:

| | |
|---|---------|
| After one (1) year of work: | 5 days |
| Start of eleventh (11 th) year of work: | 10 days |

Eligible are classifications defined as Custodian Maintenance, Superintendent Secretary, Principals' Secretary. Vacation days will not accumulate from one work year to the next.

- C. Vacations for all employees covered in the paragraph above will be taken according to the following schedule:
1. Vacations will be granted and approved by the Superintendent at times that are acceptable to both parties.
 2. Employees covered by this policy will be paid their current rate based on no more than forty (40) hours per week while on vacation.
 3. When a specified holiday is observed during a special vacation, the vacation will be extended one (1) day continuous with the vacation.

ARTICLE XV

HOLIDAYS

The paid holidays (12) are designated as:

Full year employees:

- Thanksgiving Day
- Friday After Thanksgiving
- Day before Christmas
- Christmas Day
- Day before New Year's
- New Year's Day
- Good Friday
- Easter Monday
- Memorial Day
- Fourth of July
- Friday before Labor Day
- Labor Day

The paid holidays (8) are designated as:

Less than full year employees:

- Labor Day (for those support staff at work prior to the holiday)
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Years Day
- Memorial Day

Employees will be paid their current rate based on no more than an eight (8) hour day for said holidays. If these holidays fall anytime outside of the normal workweek, compensation will be granted and days off will be given, with pay, for the aforementioned days, provided that school is not in session.

ARTICLE XVI

ASSOCIATION DUES, FEES AND DEDUCTIONS

- A. Upon written authorization from the employee made once each year, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for Union dues and service fees, credit union, insurance programs or any other plans or programs approved by the Employer.
- B. These authorized deductions may be made from a regular paycheck each month - September through June. The Employer agrees to promptly remit to the Union all moneys deducted upon Union request. In cases when a deduction is made that duplicates a payment that an employee has already made to the Union, or in any other situation where a refund is demanded by an employee, said refunds are not the responsibility of the Employer.
- C. The Union agrees to indemnify and hold the Employer, including each individual School Board member, harmless against any and all claims, demands, costs, suits, or other forms or liability including, but not limited to, all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article.

ARTICLE XVII

INSURANCE

- A. Upon submission of a written application, the Board agrees to provide, MESSA PAK Choices II and a Rx co-pay \$10 / \$20 protection for each employee and his/her eligible dependents, provided that the employee has completed their contractual year. The Employees shall be responsible for the payment of the Rx drug co-pay of \$10 / \$20.
- B. All benefits and coverage shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier. Eligible employee is defined as any employee that works 6 or more hours per day or equivalent. Any employee working less than 6 hours per day would be eligible for insurance benefits on a pro-rata basis.

C. **Dental Insurance**

The Board shall provide, without cost to eligible employees, dental insurance for each Bargaining Unit Member and their eligible dependents. The plan, which shall be in effect, will be the Delta Dental 100-80-80 plan, including 100% x-ray and fillings with \$1,500 orthodontic rider. It is further understood by both parties, that if, during the life of this Agreement, the Adams Township Education Association, CCEA/MEA/NEA, an affiliate bargaining unit, should negotiate a change in carrier or coverage of the major medical insurance, the Adams Township Educational Support Personnel CCEA/MEA/NEA will receive the same plan, including any change in benefits, at the cost of the Employer and without cost to the Employees.

D. **Vision Insurance**

The Board will provide, without cost to the employee, MESSA VSP-3 (vision care) for the first year and VSP 3+ for the second year for the employee and his/her eligible dependents for the duration of this Agreement. It is further understood by both parties, that if, during the life of this Agreement, the Adams Township Education Association, CCEA/ MEA/NEA, an affiliate bargaining unit, should negotiate a change in carrier or coverage of the major medical insurance, the Adams Township Educational Support Personnel CCEA/MEA/NEA will receive the same plan, including any change in benefits, at the cost of the Employer and without cost to the Employees.

- E. The Board shall provide to the Adams Support Personnel Association any existing or additional insurance benefit that may be granted to the Adams Township Education Association for the duration of this contract.
- F. Employees may take advantage of the District's Cafeteria Plan that complies with the IRS Code Section 125. An employee not electing health care protection as provided above, may upon written application, apply the single subscriber rate of said health care insurance (not to exceed \$500 monthly) toward the purchase of MEFSA and/or MESSA Fixed and Variable option programs. Any amount exceeding the Board subsidy (\$500) shall be payroll deducted.

ARTICLE XVIII

EARLY RETIREMENT

Any Bargaining Unit Member who has a minimum of ten (10) years of service to the Adams Township Schools and is eligible to collect benefits from the Michigan Public Schools Employee Retirement Fund shall be offered the following early retirement incentive.

| | |
|----------------|---------|
| After 10 years | \$4,500 |
| After 20 years | \$6,000 |
| After 30 years | \$7,500 |

The stipend may be taken in one lump sum if the employee leaves his/her position with the district between July 1 and December 31, and it may be taken in two equal lump sums (to be received in two consecutive fiscal years) if the employee leaves between January 1 and June 30.

It is understood that an employee can elect to complete the work year in which he/she becomes eligible for the ERI.

It is understood that school year employees are eligible for the stipend in the pro-rated amount of 9/12 of the amount specified in the contract.

If the employee dies, the remaining amount will be paid to his/her estate.

APPENDIX A – WAGE SCALE

| <u>POSITION</u> | <u>STEP</u> | <u>2009 - 2010</u> | <u>2010 - 2011</u> |
|----------------------------------|-------------|--------------------|--------------------|
| Custodian-Maintenance | 0 | \$10.46 | \$10.66 |
| | 1 | \$10.86 | \$11.06 |
| | 2 | \$11.26 | \$11.46 |
| | 3 | \$11.66 | \$11.86 |
| | 4 | \$12.06 | \$12.26 |
| | 5 | \$12.46 | \$12.66 |
| | 6 | \$12.86 | \$13.06 |
| Superintendent's Secretary | 0 | \$11.57 | \$11.77 |
| | 1 | \$11.97 | \$12.17 |
| | 2 | \$12.37 | \$12.57 |
| | 3 | \$12.77 | \$12.97 |
| | 4 | \$13.17 | \$13.37 |
| | 5 | \$13.57 | \$13.77 |
| | 6 | \$13.97 | \$14.17 |
| Principals Secretary (JHS & SRE) | 0 | \$10.26 | \$10.46 |
| | 1 | \$10.66 | \$10.86 |
| | 2 | \$11.06 | \$11.26 |
| | 3 | \$11.46 | \$11.66 |
| | 4 | \$11.86 | \$12.06 |
| | 5 | \$12.26 | \$12.46 |
| | 6 | \$12.66 | \$12.86 |
| Head Cook | 0 | \$10.51 | \$10.71 |
| | 1 | \$10.91 | \$11.11 |
| | 2 | \$11.31 | \$11.51 |
| | 3 | \$11.71 | \$11.91 |
| | 4 | \$12.11 | \$12.31 |
| | 5 | \$12.51 | \$12.71 |
| | 6 | \$12.91 | \$13.11 |
| Assistant Cook | 0 | \$10.16 | \$10.36 |
| | 1 | \$10.56 | \$10.76 |
| | 2 | \$10.96 | \$11.16 |
| | 3 | \$11.36 | \$11.56 |
| | 4 | \$11.76 | \$11.96 |
| | 5 | \$12.16 | \$12.36 |
| | 6 | \$12.56 | \$12.76 |

| <u>POSITION</u> | <u>STEP</u> | <u>2008 - 2009</u> | <u>2010 - 2011</u> |
|-----------------------------------|-------------|--------------------|--------------------|
| Paraprofessionals (Certified) | 0 | \$12.18 | \$12.38 |
| | 1 | \$12.58 | \$12.78 |
| | 2 | \$12.98 | \$13.18 |
| | 3 | \$13.38 | \$13.58 |
| | 4 | \$13.78 | \$13.98 |
| | 5 | \$14.18 | \$14.38 |
| | 6 | \$14.58 | \$14.78 |
| Paraprofessionals (Non-Certified) | 0 | \$ 9.08 | \$ 9.28 |
| | 1 | \$ 9.48 | \$ 9.68 |
| | 2 | \$ 9.88 | \$10.08 |
| | 3 | \$10.28 | \$10.48 |
| | 4 | \$10.68 | \$10.88 |
| | 5 | \$11.08 | \$11.28 |
| | 6 | \$11.48 | \$11.68 |

- There will be no additional steps or longevity added for the 2005-06 year only.
- Any Employee working a split shift where the split is at least 3 hours between shifts will be paid an additional \$0.05 per hour.
- Any employee who is requested to assume a position in a higher classification shall be paid the higher classification rate of pay at the same level of work experience that he or she presently has for those hours of work performed in the higher classification. The employee shall be paid at his/her regular rate of pay when assuming a position in a lower classification.
- The district will reimburse bus drivers for costs related to required licenses (Chauffeurs License).
- Any district employee possessing a CDL while driving a regular school day route or any route/extra trip at the request of the district shall receive an additional \$1.35 per hour
- The hourly base pay rate of Mr. K. Heinonen for the 2009-2010 year, prior to a contract settlement affecting the 09-10 year, will be \$15.10. Any settlement in the 09-10 year as well as in future years will increase this rate by the agreed per hour amount.
- The hourly base pay rate of Mr. C. Pindral for the 2009-2010 year, prior to a contract settlement affecting the 09-10 year, will be \$13.91. Any settlement in the 09-10 year as well as in future years will increase this rate by the agreed per hour amount.

Longevity:

All bargaining unit employees shall be paid longevity (longevity is cumulative) as follows:

After the start of the 10th year an additional \$.11 per hour.

After the start of the 15th year an additional \$.17 per hour.

After the start of the 20th year an additional \$.27 per hour.

After the start of the 25th year an additional \$.10 per hour

Longevity will be applied to eligible employees of the Paraprofessional wage category at the beginning of the 2002-03 contract.

APPENDIX B

**CATEGORIES CONSIDERED AS A SINGLE CLASSIFICATION
FOR AWARD OF VACANCIES**

Custodian Maintenance

Superintendent Secretary
Principal's Secretary

Head Cook
Assistant Cook

Certified Paraprofessionals
Non-Certified Paraprofessionals

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2009, and shall continue in effect for two (2) years until the 30th day of June 2011.

**ADAMS TOWNSHIP SCHOOL DISTRICT
BOARD OF EDUCATION**

Signed by _____ Date _____

Signed by _____ Date _____

**ADAMS TOWNSHIP SCHOOL DISTRICT
SUPPORT PERSONNEL ASSOCIATION MEA/NEA**

Signed by _____ Date _____

Signed by _____ Date _____

GRIEVANCE REPORT FORM

Grievance _____ School District Distribution of Forms

GRIEVANCE REPORT

Submit to Principal in Duplicate

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

| | | | |
|------------------------|--------------------------|--------------------------------|--------------------------|
| <u>Building</u> | <u>Assignment</u> | <u>Name of Grievant</u> | <u>Date Filed</u> |
|------------------------|--------------------------|--------------------------------|--------------------------|

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Article and Paragraph of contract alleged to have been violated

Article (s) _____ Paragraph (s) _____

2. Statement of Grievance

(If additional space is needed in reporting Sections B 1 and 2 of Step I, attach an additional sheet.)

1 Relief Sought

Date

Signature

C. Disposition by Principal

Signature

Date

D. Position of Grievant and/or Association

Signature

Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee

Signature

Date

C. Position of Grievant and/or Association

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board

Signature

Date

Position of grievant and/or Association

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

Disposition and Award of Arbitrator

Date

Signature

**NOTE: All provisions of Article _____ of the Agreement
date _____, 20__ WILL BE STRICTLY OBSERVED IN THE
SETTLEMENT OF GRIEVANCES.**