

COLLECTIVE BARGAINING AGREEMENT

Between

ATHENS AREA SCHOOLS

And

**ATHENS EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION, MEA/NEA**



2009-2012

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COLLECTIVE BARGAINING AGREEMENT

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

WITNESSETH:

ARTICLE I PURPOSE AND RECOGNITION

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

ARTICLE II BOARD'S RIGHTS

The Board retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the Board as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions there from or

revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing including the establishment of policy being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the Board which shall be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of works and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including the automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing, or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE III ASSOCIATION RIGHTS

- A. The Association shall have the right to use school facilities at reasonable hours for the conduct of meetings of the Association, such use to be governed by policies adopted from time to time by the Board for the use of its facilities.
- B. Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operation. Said representatives shall report to the building office during normal working hours.
- C. A duly authorized representative of the Association may investigate formal grievances during working hours in such manner as to not interfere with the discharge of his employment duties or the discharge of the duties of any other employees.
- D. The Association shall have the right to the reasonable use of school equipment, such as typewriters, duplicating machines, copiers and audio-visual equipment, provided that such use shall not interfere with the Board's use, shall not require the services of any non-bargaining unit employee and shall not be used by any employee in such manner as to interfere with the discharge of his employment duties or the discharge of the duties of any other employee. The Board shall be reimbursed by the Association for all supplies used and for any damage to equipment or facilities occasioned by its use.
- E. The Association shall have the right to post notices of its activities and matters of Association concern on existing employee bulletin boards, at least one of which is provided in each school building. The Association may use the district mail boxes for communications to members. No member shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off the premises.

ARTICLE IV PAYROLL DEDUCTIONS AND ASSOCIATION SECURITY

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

ARTICLE V EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act the Board hereby agrees that every employee in the bargaining unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment or any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States;

that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The private and personal life of any employee is not within the appropriate concern or attention of the Board.
- C. Employees are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- D. An employee shall at all times be entitled to have present a representative of the Association when said employee is being disciplined. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, provided, however, that the meeting need not be delayed beyond the close of business after two working days for such representative to be present, and in no event shall the Board be restricted from taking such protective action as may be necessary to protect the rights of students and others pending the holding of such disciplinary meeting.

- E. Written and signed complaints against a bargaining unit member shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall become a part of the employee's personnel file. Disciplinary material will be purged from the employee's personnel file upon mutual consent of the Association and the Board.
- F. No disciplinary action shall be taken against a non-probationary employee except for just cause and all disciplinary action regarding a non-probationary employee shall be subject to review under the Grievance Procedure. No disciplinary action shall be taken against a probationary employee for reasons which are arbitrary and capricious and all disciplinary action regarding a probationary employee shall be subject to review under the Grievance Procedure through the Superintendent's level only. All information forming the basis for disciplinary action shall be made available to the employee and also to the Association upon the written request of the employee.
- G. An employee shall have the right to review the contents of all records, excluding initial references, of the District pertaining to said employee originating after initial employment upon reasonable request outside the employee's working hours. In addition, an employee may also place in his/her personnel file documentation that demonstrates the employee's successful completion of classes and/or skill-building workshops taken to enhance the employee's work performance. The employee shall have the right to have a representative of the Association accompany him/her in such review.
- H. Employees may be required to administer medication or perform medical services to students in accordance with Board policy. The Board shall indemnify and save the employee harmless against any and all liability resulting from actions taken under this provision as long as the employee was acting in a reasonable manner in accordance with Board policy and/or administrative procedures. On a case-by-case basis, the District will determine what training and other support should be provided to an employee assigned to a medically fragile student.

ARTICLE VI GRIEVANCE PROCEDURE

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

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

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

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

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

The grievance shall include the following information:

1. An identification of the grievant(s);
 2. Signed by grievant and/or designated Association representative;
 3. It shall contain as complete a synopsis of the facts giving rise to the alleged violation as the grievant can reasonably provide;
 4. It shall cite specific parts of the contract, section or subsection alleged to have been violated.
 5. As near as can be determined the date of the alleged violation;
 6. The date of the filing of the grievance;
 7. The particular specific relief requested.
- D. Within five (5) days of receipt of the grievance, the administrator with whom the grievance is filed or his/her designee shall meet with the Association in an effort

to resolve the grievance. The administrator shall indicate said disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the Association.

- E. If the Association is not satisfied with the disposition of the grievance (if initially filed with a principal or designee) or if no disposition has been made within three (3) school days of such meeting (or six [6] days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within five (5) days the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator selected by the parties in accordance with the rules of the Federal Mediation and Conciliation Service, which rules shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. The discipline/discharge of a probationary employee shall not be subject to the above grievance procedure.
- G. The fees and expenses of the arbitrator and of the Federal Mediation and Conciliation Service shall be divided equally between the Board of Education and the Association.

- H. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, the employee shall be reinstated with full reimbursement of all compensation lost. If said employee shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her. The foregoing is not intended to nor will it operate as a limitation upon an arbitrator's inherent authority to fashion an appropriate remedy, unless otherwise specified by this agreement or the agreement of the parties.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- J. A day is defined as a day when school is in session and the employees involved in the grievance procedure are scheduled to report for work, except that during a summer recess, a day is a regular business day excluding holidays and weekends.
- K. If an individual employee has a personal complaint which he/she desires to discuss with a supervisor, the employee is free to do so without recourse to the Grievance Procedure.

ARTICLE VII EMPLOYEE EVALUATION
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- A. All employees in the unit shall be probationary employees until they have completed thirty (30) work days or one (1) school year of employment, whichever comes first. The purpose of the probationary period is to provide the Board with an opportunity to determine whether employees have the ability and other attributes which will qualify them for regular employee status. During the probationary period employees may be terminated at the sole discretion of the Board. Employees shall be required to serve only one (1) probationary period during their employment with Athens Area Schools.
- B. Regular employees shall be evaluated on the basis of job performance in terms of their respective job descriptions by their immediate supervisor at least yearly. The evaluation shall include a conference with the employee. The employee shall receive a copy of the completed performance review no later than ten (10) working days after the conference. The employee shall acknowledge receipt of such performance review by signature. Such signature shall not be interpreted to mean agreement with the evaluation of the employee.
- C. In the event an employee's performance is found to be deficient in terms of one or more areas of his/her job requirements, the employee shall be placed on a mandatory improvement plan, which shall include a reasonable time line, a

description of the specific improvements required, and a statement of the kinds of assistance to be provided in order to achieve those improvements.

- D. It is understood that failure on the part of the employee to demonstrate significant improvement(s) within the time line may result in his/her termination or reassignment.
- E. The District will honor any approved method established by the MDE and/or the CISD for Para-Professionals to meet State requirements under Title 1 and NCLB legislation.

ARTICLE VIII VACANCIES

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

- C. The bargaining unit member who is awarded a job under the provisions of Section B of this Article shall be subject to up to a thirty (30) work day trial period to determine the employee's desire to remain in the new position and his/her ability to perform the new position. The employee shall have the right to revert back to his/her former assignment during the first ten (10) workdays of the trial period. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing to the employee and the Association president. The District's decision to return an employee to his/her former position during the thirty (30) work day trial period is final and not subject to the grievance procedure. The employee shall be placed on the new position's salary track at a step which is closest to the employee's current rate of hourly pay that does not reduce the employee's hourly rate. The Employer shall be entitled during this interval to fill the transferring employee's former assignment with a temporary employee.
- D. In the event a situation arises in which an involuntary transfer becomes necessary, the least senior employee in the classification who is qualified for the position shall be transferred.

ARTICLE IX LAYOFF AND RECALL

- A. In the event the district's financial circumstances, reduced enrollment, or other factors make it necessary for the Board to reduce the number of bargaining unit members or otherwise to eliminate or consolidate positions, the provisions of this Article shall apply.
- B. The order of any staff reduction of more than thirty (30) days shall be determined by the Board on the basis of seniority within each affected classification (office personnel, paraprofessional personnel, health paraprofessional personnel, and food service personnel).
- C. A layoff shall be subject to the following conditions:
 - 1. If the layoff shall be for more than thirty (30) work days, the Board shall give sixty (60) days notice if possible, but in any event no less than fourteen (14) calendar days notice of layoff to the individual(s) involved and to the Association.

2. Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, an employee shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff, including applicable fringe benefits. In addition, the Board agrees to permit the employee to continue payment of all insurance premiums that are permitted under the Consolidated Omnibus Reconciliation Act (COBRA).
- D. Recall shall be subject to the following conditions:
1. If no recall date is set forth in the notice of layoff, the Board shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to the employee at the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address. If an employee fails to report to work at the time specified in the notice, which time shall not be less than seven (7) days from the date of receipt of the recall notice if no time was specified in the notice of layoff, unless an extension is granted in writing by the Board, the employee shall be considered a voluntary quit and shall thereby terminate the employee's individual employment and any other employment relationship with the Board.
 2. The Board shall recall employees in each classification in the inverse order of layoff within each classification for a period of thirty-six (36) months from the effective date of the employee's layoff. If a vacancy exists in a classification where no employees are laid off, laid off bargaining unit members in other classifications who are determined to be qualified by the Board for the vacancy shall be recalled in the inverse order of layoff.
- E. The Board shall maintain an up-to-date seniority list within each respective classification, based upon service dates only, a copy of which shall be furnished to the Association at least once each year but not later than November 1, provided, however, that the seniority list shall be conclusively deemed to be accurate unless the Association informs the Board otherwise within ten (10) days from receipt. The names of all employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same service date, the last four (4) digits of their social security numbers shall be used in determining their respective positions on the seniority list, with the employee having the lowest number being assigned first to the seniority list. "Service date" shall mean the date on which the employee first provided services to the Board after the last interruption of service if the employee has been employed more than once by the Board. A break in service by reason of layoff or authorized leave of absence of less than one year shall not be deemed to be an interruption of service, provided, however, that in such instances an employee shall neither accrue nor lose seniority for purposes of application of other provisions of this agreement. A

break in service for one (1) year or more shall be deemed an interruption of service and seniority shall be lost.

ARTICLE X LEAVES, VACATIONS, HOLIDAYS, SCHOOL CLOSINGS

A. PAID LEAVES:

1.
 - a. At the beginning of each school year each employee shall be credited with ten (10) leave days. Effective July 1, 2004 all current sick days will be rolled into leave days. Leave days will be allowed to accrue, with the number of leave days being capped at one hundred thirty-five (135) days. Part-time employees who are scheduled to work at least one (1) day a week but less than five (5) days a week shall be credited with leave days only on a pro rata basis.
 - b. Employees docked during the year because of not having enough accrued days may, at their option, receive pay at the end of their work year for such days if sufficient days have been accrued.
 - c. Employees shall receive leave pay commensurate with the number of regular hours they would have worked on the day they used a leave day.
2.
 - a. Leave time may be used by the employee when a member of the employee's immediate family (defined as the employee's spouse, child(ren), parents, step-parents, step-child(ren), grandparents, step-grandparents, grandchild(ren), step-grandchild(ren), mother-in-law, or father-in-law) is sick or injured and requires the attention of the employee. Leave time may be used at the rate of one (1) day per occurrence for this purpose, unless use is otherwise approved by the immediate supervisor.

- b. Leave time may be used for a physician's appointment for the employee or the employee's spouse, children, parents, grandparents, grand children, mother-in-law, or father-in-law when the employee or the family member in question is unable to schedule such appointment outside of the employee's working hours or in cases of emergency.
 - c. In recognition of service to the Athens Area Schools, an employee will be compensated upon separation from employment from the Athens Area Schools for reasons other than discharge for just cause for all unused accumulated leave days at the rate of fifty percent (50%) of the employee's wage rate at the time of separation. For those employees who continue to be employed after the twentieth (20th) year of service, payment for said leave days shall be at the rate of seventy-five percent (75%) of the employee's wage rate at the time of separation. Such lump sum payment is a one-time occurrence to be paid within two (2) months of the employee's last day of work. The parties agree that in the event an eligible employee becomes deceased, the family of the employee may request payment by addressing its request to the Board/ Superintendent.
3.
 - a. Bereavement Leave. In the event of a death in the employee's immediate family, the employee will receive his regular pay for a period of up to five (5) working days per occurrence. The immediate family shall be construed to mean the following: husband, wife, children, stepchild(ren), grand-children, step-grandchildren, mother, father, step-parent, mother-in-law, father-in-law, brother, stepbrother, sister, and stepsister.
 - b. Other bereavement leave. In the event of the death of an employee's grandmother, grandfather, step-grandfather, step-grandmother, brother-in-law, or sister-in-law, the employee will receive his regular pay for a period of two (2) working days per occurrence for the purpose of attending the funeral.
 4. Jury Duty. Employees requested to appear for jury service or subpoenaed to appear as a witness shall receive their pay for such time lost less any fees paid, excluding mileage, provided that notice of such obligation is given in writing to the supervisor prior to the scheduled date thereof.
 5. Leave requests for leave shall be made no less than forty-eight (48) hours in advance, except in cases of emergency. It is expressly understood that leave days shall be used only for legitimate leave, professional or personal obligations which cannot reasonably be scheduled outside of the regular school day and not for purposes of personal profit. Requests for a leave day will be limited to two (2) persons on any given day, excluding emergency situations. Abuse of this provision, including any misrepresentation concerning the eligibility of an employee for such leave benefits, shall result in loss of pay for day(s) involved. The parties agree to the following contract interpretation:

- a. After the use of three (3) consecutive leave days the Board has the right to ask bargaining unit members the reason(s) for requesting leave days.
 - b. A bargaining unit member has the right to use the reason “personal business” if the business is of such a personal nature that he/she does not want to share the reason with the District.
 - c. The District shall accept the reason “personal business” unless it has reasonable suspicion that the member intends to use the requested leave day for earning wages in another place of employment.
 - d. If the District feels it has reasonable suspicion a member intends to use a leave day in violation of the Master Agreement, a meeting shall be scheduled prior to the date of the requested leave day between the affected member, the Superintendent and a representative of the Association to discuss the member’s request and the reason for the District’s concern.
6. Paid leave days will be banked in hours in accordance with the employee's regular daily schedule to the nearest one-tenth of an hour.

Time will be deducted in one-tenth of an hour increments. Should school be closed by Acts of God, employees will not be deducted personal/sick days.

B. **UNPAID LEAVES:**

1. **Extended Disability Leave**

- a. An employee may request an unpaid leave of up to one (1) year for medical reasons. In the event the leave is used for childcare, that portion of the leave days during which the employee is disabled because of childbirth may be charged against the employee's accrued leave days.
 - b. An employee who is unable to work because of personal illness or disability and who has exhausted all leave available may be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. The employee may request extension of the unpaid leave beyond one (1) year.
2. **Unpaid Vacation Leave.** The District will allow bargaining unit members to take unpaid leave for a maximum of ten (10) working days per year. No more than five (5) consecutive workdays may be scheduled at one (1) time. It is understood that the District has the right to restrict the number of bargaining unit members taking such leave at the same time.
3. An employee who has been granted an unpaid leave of absence shall not be entitled to accrue leave days during the period of the leave of absence and an employee shall not be entitled to advance on the salary schedule as a consequence of such leave. An employee shall neither lose nor accrue seniority during the duration of the unpaid leave and shall be returned to the same position he/she held prior to the unpaid leave. During the leave the position may be filled by a substitute.

- C. **HOLIDAYS:** All secretarial-clerical, food service and paraprofessional employees who normally work five (5) days per week shall receive the following days off with pay if such days fall within the contiguous weekly employment period of the employee and the employee works the scheduled work day before and the scheduled day following the holiday. It is recognized by the Board and the Association that there may be circumstances and other causal factors that prevent the employee from fulfilling his/her obligations to work on the scheduled workday prior to and following a holiday. It is agreed that the Board will consider an employee's circumstances and/or casual factors if holiday pay is to be denied to the employee for failing to meet the attendance requirements herein.

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

- D. **SCHOOL CLOSINGS:** For any scheduled days when school is closed for reasons beyond the control of the Board employees shall not be required to report to work. All employees will be paid for all allowable Act of God hours as mandated by the state. In the event that such hours go beyond the state allowable mandate, the hours will be rescheduled at a later date. Employees will be expected to report for work and will receive their normal day's pay for such days.

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

Two-hour Delays: When school is delayed due to inclement weather, all employees shall be able to report at the delayed time and suffer no loss of pay.

ARTICLE XI INSURANCE

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

MESSA-PAK A

MESSA-Choices II PPO PAK up to full family coverage
\$10 RX
Delta Dental Insurance DO4 - full family
\$5000 Negotiated Life Insurance
VSP2 Vision Insurance - full family

MESSA-PAK B

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

A cash stipend in lieu of health insurance of 25 percent of the pro-rated monthly premium per contract year will be paid to the covered employee selecting this benefit. This stipend may be used to purchase a tax-deferred annuity through the District's Section 125 Plan.

Effective February 1, 2006 employees who are enrolled in the MESSA PAK A benefit above shall be required to contribute sixty dollars (\$60) per month towards the monthly health insurance premium. The employee contribution shall be payable as a thirty dollars (\$30) per pay period not to exceed twenty-four (24) pay periods in a school year. Employees who have selected PAK B shall be required to contribute thirty dollars (\$30) per month, payable as fifteen dollars (\$15) per pay period not to exceed twenty-four (24) pay periods in a school year. Any future annual increases paid by the Board will be capped at no more than ten percent (10%). Any amount of annual increase over the ten percent (10%) up to thirteen percent (13%) will be paid by the employee. Any amount of annual increase over thirteen percent (13%) will be paid equal by the Board and the employee. Any adjustment to the amount of premium shared by the employee will be determined by the July 1st annual MESSA announcement of the health insurance premium increase for the following twelve (12) calendar months. The employer will deduct employee health insurance contributions utilizing a pre tax conversions vehicle.

- B. The insurance benefits set forth in above shall be subject to the following terms and conditions:
1. Insurance benefits are provided in accordance with the underwriting rules and regulations set forth in the respective Master Contracts issued by the carriers to the Board.
 2. If a secretarial employee shall not complete the employee's scheduled work year, the Board's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which the obligation of the Board to pay compensation to the secretarial employee terminates.
 3. If a secretarial employee shall complete the employee's scheduled work year, the Board's insurance contribution shall extend for twelve (12) calendar months beginning September 1 and terminating August 31.
 4. The following family members are incorporated in the full family rate or the employee must pay for their coverage:
 - a. Your unmarried children beyond the end of the calendar year of their 25th birthday (if covered under this plan at the end of the calendar year of their 25th birthday) who are mentally retarded or physically handicapped, dependent upon you for a majority of their support and who are incapable of self-sustaining employment by reason of their mental retardation or physical handicap (under

no circumstances will mental illness be considered a cause of incapacity nor will it be considered as a basis for continued coverage). Please contact MESSA Insurance Operations to obtain the appropriate form to continue coverage.

- b. Your unmarried children beyond the end of the calendar year of their 25th birthday (if covered under this plan at the end of the calendar year of their 25th birthday) who are full-time students and dependent on you for a majority of their support.
- 5. The following family members may be covered if the employee pays for their coverage:

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

ARTICLE XII COMPENSATION

Effective October 1, 2009

SECRETARY	2009-10 (.5percent)	2010-11 (.5 percent)	2011-12 (.5 percent)
Probationary	\$ 9.46	\$ 9.50	\$ 9.55
1	\$ 9.96	\$10.01	\$10.06
2	\$10.77	\$10.83	\$10.88
3	\$11.58	\$11.64	\$11.69
4	\$12.39	\$12.45	\$12.52
5	\$13.20	\$13.26	\$13.33
6	\$14.00	\$14.07	\$14.14
7	\$14.81	\$14.89	\$14.96
8	\$15.63	\$15.71	\$15.78
9	\$16.44	\$16.52	\$16.61

PARAPROFESSIONAL/AID	2009-10 (.5 percent)	2010-11 (.5 percent)	2011-12 (.5 percent)
Probationary	\$ 7.48	\$ 7.51	\$ 7.55
1	\$10.14	\$10.19	\$10.24
2	\$10.66	\$10.72	\$10.77
3	\$11.21	\$11.26	\$11.32
4	\$11.74	\$11.80	\$11.86
5	\$12.27	\$12.33	\$12.39
6	\$12.79	\$12.86	\$12.92
7	\$13.21	\$13.27	\$13.34
8	\$13.74	\$13.81	\$13.88
9	\$14.26	\$14.33	\$14.40

**FOOD SERVICE –
Head Cook**

	2009-10 (.5 percent)	2010-11 (.5 percent)	2011-12 (.5 percent)
Probationary	\$ 8.28	\$ 8.32	\$ 8.36
Regular	\$ 11.90	\$ 11.96	\$ 12.02

Assistant Cook

	2009-10 (.5 percent)	2010-11 (.5 percent)	2011-12 (.5 percent)
Probationary	\$ 7.23	\$ 7.26	\$ 7.30
Regular	\$ 10.85	\$ 10.91	\$ 10.96

Sweeping, Mopping, Restroom Duties

	2009-10 (.5 percent)	2010-11 (.5 percent)	2011-12 (.5 percent)
Probationary	\$ 11.75	\$ 11.81	\$ 11.87
Regular	\$ 14.67	\$ 14.75	\$ 14.82

In addition, employees working in the Paraprofessional/Aid and Food Service classification, at their discretion, with Administrative approval, will be allowed to work on Professional Development days, as scheduled on the teachers' calendar.

The step scale for Secretary and Para-Professional/Aide takes effect at the beginning of each school year of this agreement.

1. All employees who substitute will be paid for such work at the regular rate paid for such position. If an employee substitutes for a person the day prior to and the day following a holiday, that employee shall receive the holiday pay at the regular rate paid for such position.
2. Each school year, the District agrees to reimburse each food service employee up to seventy-five dollars (\$75.00) to offset the cost associated with the purchase of work related clothing and non-slip shoes.
3. An employee who is required to report for work shall be guaranteed compensation for the entire scheduled work shift.
4. It shall be the responsibility of the District to assure payment to the employees (including overtime, if appropriate) who work for an activity of an outside organization or of the District or of a school organization.

5. Food service employees required to work beyond their regular hours to attend meetings shall be paid for the additional time at their regular hourly rate. Employees required to attend meetings, conferences, trade shows, or other events away from the work site shall be paid at their regular rate for such activities, including travel time, and shall be reimbursed for any necessary expenses incurred.
6. Each June, prior to the end of the food service employees' work year, food service employees interested in working extra hours outside of the regular school day may sign up on the extra work roster. The roster will be maintained in accordance with and consistent with the following:
 - a. With the exception of new hires (subsequent to July 1), current employees may only sign up for the ensuing fiscal year prior to the end of the then current school year.
 - b. Any employees refusing more than three (3) offers of extra hours as defined herein shall be removed from the list for the year.
 - c. Extra hours as defined herein shall be rotated based upon seniority of those food service employees on the roster.
 - d. Bargaining unit members on the roster will be asked prior to utilizing non-bargaining unit personnel.
 - e. Food service employees shall receive their regular hourly rate plus an additional \$1.00 per hour for such work.
 - f. Whenever a regularly employed food service employee is absent from work and there is no substitute available to perform the absent worker's duties, those full-time employees assuming the absent worker's duties will be given the opportunity to work for one (1) additional hour at their regular hourly rate of pay plus fifteen (15) minutes custodial pay within the food service classification as stated in this Article.
7. Secretarial employees shall be paid pro rata over 26, two-week pay periods.
8. Secretarial employees shall be paid for 8 hours per day with a 30-minute paid lunch period included in the 8-hour day.

9. Longevity: Employees who have twelve (12) or more years of service with the District shall be paid \$400. These longevity payments shall be included in the first December paycheck each year for those employees who qualify.
10. Senior employees who intend on retiring in the next three years would like the option to work an additional two days to make up the one percent loss in 2009-2010, or one additional day to make up the .5 percent loss in 2010-2011. Those additional days would be mutually agreed upon between the senior employee and his/her immediate supervisor. The senior employee must submit in writing the intended year of retirement.

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

ARTICLE XIV MISCELLANEOUS

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, additions, or alterations only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all bargaining unit members now employed and hereafter employed, by the Board within ten (10) days of the opening of the school year or within thirty (30) days of the ratification of this contract, whichever is the latest of these two dates. Twelve (12) additional copies shall be provided to the Association.
- C. It is agreed that the Board will not subcontract bargaining unit work for the purpose of undermining the members of the Association, and without prior negotiation with the Association over the effects of the subcontracting.
- D. A person who returns to work in the bargaining unit after having resigned or having been discharged shall be regarded as a new employee.
- E. If any provision(s) of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede to the extent of the conflict the provision(s) of this Agreement and govern the relations of the parties hereunder.
- F. With a multi-year contract, it is understood that sections related to compensation, to wit: Articles X, XI, XII, and XV are open for re-negotiation on an annual basis.
- G. Within the Food Service and Paraprofessional/Aide classifications, providing that if all employees within their respective classification participate in prorating their wages, each classification of employees may have their wages paid pro rata in order to provide for twenty-six (26) two-week pay periods. A classification may participate in the prorating of wages, provided a request by the Association president is submitted, in writing, prior to June 30th of the proceeding contract year. This paragraph may be reopened during the life of this Agreement by mutual agreement of the Board and the Association.

**ARTICLE XV
DURATION**

This Agreement shall be effective as of October 1, 2009 and shall continue in effect until midnight, June 30, 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by written mutual agreement of the parties.

ATHENS EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA



Roberta Wathen,
President/Negotiations Chairperson




Tara Wilbur,
MEA UniServ Director

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



Dennis Stanton
President, Board of Education



Richard Franklin,
Superintendent

