

**COLLECTIVE
BARGAINING
AGREEMENT**

BETWEEN

**MADISON DISTRICT PUBLIC
SCHOOLS BOARD OF EDUCATION**

AND

**MADISON ASSOCIATION OF SUPPORT
PERSONNEL (AFSCME LOCAL 1445)**

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2005 - 2008

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PREAMBLE

This Agreement is entered into this Third Day of February, 1997, between the Board of Education of the Madison District Public Schools, hereinafter called the "District" and Local #1445, Madison District Public Schools, Paraprofessional, Monitors, and Support Personnel affiliated with Council 25, Chartered by the American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union".

ARTICLE 1: RECOGNITION

A. Purpose

1. The parties hereby enter into this Agreement pursuant to the authority granted by Act 379 of the Michigan Public Acts of 1965, as amended.

B. Definitions

1. DISTRICT shall mean the Board of Education of the Madison District Public Schools.
2. UNION shall mean the Madison District Public Schools Paraprofessionals, Monitors and Support Personnel affiliated with AFSCME.
3. EMPLOYEE shall mean any member of the bargaining unit.
4. ADMINISTRATOR shall mean any employee of the District who holds an administrative position.
5. In the construction of the words used in the agreement whenever the singular is used it shall include the plural; whenever the feminine is used, it shall include the masculine.

C. Recognition

1. Pursuant to and in accordance with all applicable provisions of Public Employment Relations Act of 379 of the Public Acts of 1965 as amended, the Board of Education of the Madison District Public Schools does hereby recognize the Union as the exclusive bargaining representative for the purpose of collective bargaining of those employees of the District in the bargaining unit herein described. The bargaining unit includes all permanent, full-time and part-time Paraprofessionals (ECDD Assistants, Advantage Assistants, Alternative Education Assistant, Beginndergarten Assistants, Title I Assistants, Media Support Assistants, Special Education Assistants, and Special Needs Assistants), Head Caregiver, Caregivers, Hall Monitors, Security Coordinators, Office Assistants, Food Handlers, Lunchroom Assistants, and Bus Monitors.

ARTICLE 2: UNION SECURITY

A. Agency Shop

1. Employees covered by this Agreement shall be required, as a condition of employment, to become members of the Union, or shall pay a monthly service fee to the Union. The amount of said service fee shall not exceed the amount of the Union's monthly dues.
2. Employees covered by this Agreement at the time it becomes effective, shall have thirty (30) days to declare membership in the Union.
3. Employees hired after the effective date of this Agreement, shall have thirty (30) days from their date of hire, to declare membership in the Union.

B. Union Dues and Initiation Fees

1. Payment by Check-Off: Employees who elect to become Union members shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues form.
2. Check-Off form: During the life of this Agreement, and in accordance with the terms of the form of Authorization of Check-Off of Dues, hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed an "Authorization for Check-Off of Dues" form.
3. When deductions begin: Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the last pay of the month.
4. Remittance of dues to financial officer: Deductions for each pay period shall be remitted to the designated financial officer of the local Union with a list for whom dues have been deducted.
5. Termination of Check-Off: An employee shall cease to be subject to Check-Off deductions beginning with the pay period immediately following the pay period in which he/she is no longer a member of the bargaining unit.
6. Payroll deductions will be irrevocable for the duration of the Agreement.
7. Employees electing to pay a service fee to the Union shall do so by signing the Authorization of Check-Off Form, which will be provided by the Union. Procedures for payroll deduction for said fees shall be the same as for initiation fee and Union dues.

C. The Union will defend, indemnify, and save harmless the Employer from any and all claims, demands, suits and other forms of liability at its own expense by reason of action taken by the employer to comply with this Article.

ARTICLE 3: EFFECT OF AGREEMENT

- A. The school District and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the school District and the Union in an amendment hereto which shall be ratified and signed by both parties.
- B. Should any article, section or clause of this Agreement be declared invalid by a court of competent jurisdiction or by existing or subsequently enacted legislation, such article, section or clause, as the case may be, shall automatically be deleted from this Agreement. The remaining articles, sections and clauses shall remain in full force and effect, to the extent possible for the duration of the Agreement.
- C. During the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employee's duties of employment), for any purpose whatsoever.
- D. The District will not coerce, intimidate or discriminate against any employee because he/she has exercised his/her right to grieve or because he/she has otherwise participated in lawful Union Activities.

ARTICLE 4: DISTRICT RIGHTS

- A. The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system, its properties and facilities to direct the work and activities of its employees.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
 3. To determine hours of employment, duties, responsibilities and assignments of all employees under this Agreement and the terms and conditions of employment.
 4. To determine the methods, means and personnel by which operations are to be conducted; maintain efficiency of operations; and take such actions as may be necessary to carry out its missions.
- B. The exercise of the foregoing power, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 5: UNION GUARANTEE OF RIGHTS

- A. The parties mutually agree that the provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without discrimination with respect to race, religion, color, national origin, age, sex, handicap, marital status, membership in the Union or members holding office in the Union.
- B. A labor/management meeting will be held between the parties, as needed, to discuss concerns as they relate to Section A above. Said meeting may be requested by either party.
- C. Any violation of the Americans with Disabilities Act, or any statutes related to same, shall be subject to the grievance procedures of this Agreement. The District and the Union shall comply with their obligations under the ADA and recognize the need to reasonably accommodate the physically challenged.
- D. It is expressly agreed between the District and the Union that harassment will not be condoned. All charges of alleged harassment are to be reported to the Superintendent, or his/her designee, for investigation. If someone is found to have engaged in harassment, such behavior will be considered just cause for discipline, suspension, or termination of employment.
- E. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. Any such condition is to be reported to a supervisor immediately.
- F. The District shall provide adequate lounges and rest rooms for employees use.
- G. The District will pay the cost of the physical examination required for initial employment. Immunizations, chest x-rays and/or tuberculin tests, if required, shall be provided by the District. The District will assume the cost.
- H. The District shall provide first aid training and/or CPR classes if this training is required of the employee.
- I. The District recognizes its responsibility to give reasonable support and assistance to the employee with respect to control and discipline of students. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional services, the District will take reasonable steps, within the confines of law.
- J. Employees shall not be required to transport students in their personal automobiles/vans.

- K. Any work-related case of assault or personal injury upon an employee is to be reported to the administration immediately. If the employee elects to take legal action, the District may provide legal counseling to advise the employee of his/her rights and obligations.
- L. The District shall provide bulletin boards at each school for the use of the Union.
- M. Employees shall have the right to review their personnel files in accordance with the Bullard-Plawecki Act. If the employee believes the information is inaccurate, the employee shall have the privilege to submit a written response to any contents of such file. Such response shall be added to the personnel file.
- N. Instructional Assistants provide support to the certified teacher's instructional efforts. Assistants shall not originate instruction. Every effort shall be made to place a certified teacher in the classroom in the absence of the regular teacher. Except in cases of emergency, an instructional assistant shall not be left in the classroom in the absence of a certified teacher for more than fifteen (15 minutes) at a time. In case of emergency, the assistant will supervise students until a certified teacher arrives. This will not be abused by the District.
1. Assistants providing supervision in said emergencies shall be given compensatory time equal to the length of supervision provided. The record of said time shall be recorded by the building administrator, and all time accrued shall accumulate.
 2. Compensatory time may be used with the approval of the building administrator, and it shall not be unreasonably withheld. Time is to be used during the contract year that it was accrued.
- O. No employee shall, on a permanent basis, be required to perform work other than that designated by their job description. The District may assign employees, temporarily, to fill vacancies as needed. No employee shall receive a reduction in pay due to said temporary assignment.
- P. If Title I, Special Ed, Advantage, Alternative Ed., Begindergarten, or Media Assistants lose one-half day or more work time on days when teachers are working a full day, they may elect to make up the time and be paid. There shall be no make up of time when the employee is replaced with a paid substitute, or uses a sick or personal business day. The employee must comply with all guidelines for the make up of time; and all make up time must be under the direction of the supervising administrator. Further, it is expressly understood that it is the intention of this section of the Agreement that "Make Up" work is work that would have been done had school been in session for a full day.
1. If employees are asked to attend field trips, and the time extends beyond the employee's scheduled work hours, the employee will be paid for said time.

Q. Make Up Guidelines

1. If the employee chooses to make up lost time and be paid, they may do so, with the approval of their supervising administrator; however, this time must be made up within a two (2) week period prior to, or following, the occurrence of the lost time.
2. The employee must use the Make-up Verification Sheet (Appendix C).
3. All time must be made up in the assigned building. No time is to be made up at home.
4. Make up time must be under the direction of the supervising administrator.
5. Every effort shall be made to make up time in direct contact with students. In the event this is not possible, duties for the make up time will be assigned by the supervising administrator.

ARTICLE 6: REPRESENTATION

- A. The District agrees to recognize a bargaining committee composed of a cross section of personnel. The committee will include a representative from Council 25.

ARTICLE 7: HOURS OF EMPLOYMENT

- A. The work year for fifty-two (52) week employees shall be defined as July 1 through June 30. The work year for all other employees shall be defined as when students are scheduled to be in session, or the official District calendar, for the program that the employee is assigned to.
- B. Although hours may vary by assignment, the normal work week shall be Monday through Friday, with no more than eight (8) hours worked in any one (1) day. Starting and quitting times are established by the immediate supervisor.
- C. The tentative work calendar will be provided by the first week of school each year reflecting the work calendar for that school year.
- D. Working Hours & Conditions
 - 1. Full-time six (6) through (8) hour members of the Bargaining Unit shall be entitled to an unpaid, duty free, lunch period of one-half ($\frac{1}{2}$) hour.
 - 2. Overtime at one and one-half ($1\frac{1}{2}$) times the employee's hourly rate will be paid for all time worked over forty (40) hours per week (Monday through Friday).
 - 3. A paid fifteen (15) minute break during each three (3) hour period block of consecutively scheduled assignments. If employee has two or more consecutive assignments, the fifteen minute break time is to be prorated between assignments, and the break is to be taken at the end of one assignment and at the beginning of the next assignment.
 - 4. An employee scheduled to work on a day that students and teachers are not required to be present because of the cancellation of school by the superintendent or his/her designee as a result of an Act of God, shall not be required to report for work and shall be paid for his/her complete shift, provided the day (in whole or in part) does not need to be made up. If the day (in whole or in part) does need to be made up in order to meet the State's requirement for minimum hours of instruction, employees shall report on the make-up day(s) and shall be paid at their regular rate for hours worked. An employee sent home for a partial day under said conditions stated in (5) above will be paid for a minimum of two (2) hours or actual time worked, whichever is to the employee's advantage.
 - 5. Employee has the option of selecting compensatory time versus premium pay for overtime hours worked. Compensatory time may be accumulated and used anytime with approval of the employee's immediate supervisor.
 - 6. If hours extending beyond the normal work schedule are available within the building and work location, the hours will be offered, within that classification, to the employees on a rotating basis by seniority and qualifications. In the event an employee refuses, the employee will be placed on the bottom of the list.

E. Employees working six (6) or more hours per day, thirty (30) hours per week will be full time employees. Employees working two (2) to six (6) hours per day less than thirty (30) hours per week will be part time employees.

ARTICLE 8: WORKING CONDITIONS

- A. Bargaining Unit employees shall be allowed the use of telephones for emergency, grievance and/or information purposes.
- B. Union Use of School Facilities
 - 1. The Union may use available school facilities and equipment, without charge, for union meetings upon securing the approval of the appropriate administrator.
- C. Union Use of Interschool Mail Service
 - 1. The Union shall have the right to use the interschool mail service to communicate with its members, provided that all materials sent are clearly identified and the Union accepts all responsibility for such materials.

ARTICLE 9: SENIORITY

A. Seniority Provisions

1. Seniority of all bargaining unit members shall commence with the first day of regularly assigned non-substitute work.
2. All new personnel shall serve a ninety (90) working day probationary period. If the probation period is not completed by the end of the school year, the time remaining for its completion shall be served during the next school year. If the probation period is to be extended beyond ninety (90) days, the Union will be notified of such within ten (10) workdays after it takes effect, including the length of the extension.
3. During their probationary period, employees shall not receive or accrue paid sick and/or personal leave.
4. New employees, while in their probationary period, may be disciplined or terminated without recourse to the grievance procedure. The Union shall represent them for all purposes under this Agreement. However, during their probationary period, the District shall have sole discretion in matters of termination and discipline of such employees and no protest may be entered against termination and discipline during said probationary period, with the exception of concerted union activities.
5. In the circumstances of more than one (1) employee having the same effective date of employment, social security number shall be used to determine placement on the seniority list. Such employees shall be placed in order; the employee with the lowest social security number is to be listed first on the list. The employee with the lowest number shall have the higher seniority.
6. No later than December 1 and May 1, the District shall prepare a seniority list for each job classification (instructional and non-instructional) by date of hire, and shall post it in each building. Copies shall be furnished to the Union.
7. Employees spending any part of their work day in a position of Title I, Special Education, Alternative Education, Begindergarten, Office, Advantage, or Media Support shall be placed on the instructional assistant seniority list. Those employees not spending any part of their work day in a position listed above shall be placed on the non-instructional assistant seniority list.
8. Employees listed on the non-instructional assistant seniority list will take a basic skills test administered by the District and/or the WorkKeys test. An employee who has taken the WorkKeys test and has received a score of seventy-five percent (75%) or higher on the test will be placed on the instructional assistant seniority list. Upon successful completion

of the WorkKeys test, assistants will be placed on the instructional assistant seniority list by most recent date of hire.

B. The employee shall be removed from the seniority list for the following reasons:

1. If the employee quits.
2. If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement.
3. If the employee is absent for three (3) consecutive working days without notifying the employer.
4. If the employee fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.
5. If the employee overstays a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the School District and/or fails to give explanation satisfactory to the School District.
6. If the employee gives false reasons for a Leave of Absence or engages in any other employment during such leave without the permission of the Employer.
7. If the employee transfers out of the Bargaining Unit.

C. Protected Seniority

1. Preferential seniority against layoffs shall be granted to the Local President and Union Stewards during their term of office.

D. Vacancies

1. Postings and Bidding
 - a. All vacancies will be posted for a period of five (5) working days during which time any employee who desires the position may apply. Each posting will set forth the position, classification, location and number of hours to be worked and will define the qualifications required for the position. Written notice of appointments filling such vacancies shall be furnished to all applicants within five (5) working days after completion of the selection process. If the selection process extends beyond ten (10) working days after the close of the posting period, the President of the Union will be notified of the District's intent to complete the process.

2. Filling Vacancies

a. Promotion

- (1) Promotion is the change in jobs to a higher classification and rate of pay.
- (2) If two (2) or more applicants are equally qualified, the District shall award the vacancy to the most senior employee who meets the minimum qualifications of the posting. An employee shall not be placed on a lower step of the salary schedule due to movement from one position to another within the bargaining unit.

b. Transfers

- (1) Transfer shall be defined as the movement from one location or department to another where a vacancy exists with no increase in rate of pay or classification.

c. Demotions

- (1) An involuntary transfer to a vacant position that carries a lower rate of pay constitutes a demotion.

3. Trial Period Conditions

- a. Employees promoted to a new position or granted a voluntary transfer shall complete a trial period of thirty (30) working days in the new position.
- b. During the trial period, the employees may at their option, return to their former position and location and pay rate without loss of status or seniority. If it is determined by the Employer that their services in their new classification are unsatisfactory, they shall be transferred back to their former classification and location without loss of seniority.

4. Job Postings

- a. The District will provide the President and Recording Secretary with notices of all postings within the bargaining unit, including summer postings, at the time of the posting.

E. New and Additional Postings

1. The District will have the right to establish new positions in the Bargaining Unit as may be required. The Administration shall meet with the Union upon creation of such position. The Union reserves the right to negotiate hours, wages, and working conditions of said. This would include all temporary and full time postings.

- F. The District shall have the right to assign temporarily, not to exceed thirty (30) days, any employee to perform a duty with either a higher or lower rate of pay than that to which he/she is normally assigned. On the thirty-first (31st) day, if the employee is still needed in the temporary assignment, a Union/Management conference will take place. A decision will be made by mutual agreement, whether this will become a permanent position. In the event any employee shall be assigned to work in a position requiring a higher rate of pay, said rate shall commence the first day in the position. The employee's regular rate of pay will be maintained when moved to a lower position.
- G. An instructional aide who is required as of the end of the 2005-06 school year by the No Child Left Behind (NCLB) legislation to be "highly qualified" (as defined by NCLB and the Michigan Department of Education) for his/her assignment and is not "highly qualified" for his/her assignment shall be assigned to a vacancy for which he/she is qualified. If there is no vacancy for which said instructional aide is "highly qualified," said instructional aide shall be treated under the layoff provision of this Agreement as if his/her current position had been eliminated.

ARTICLE 10: LAYOFFS AND RECALL

- A. Layoff shall be defined as a reduction in the number of hours scheduled in a regular work week. Any employee having a reduction of hours in a regular work week, which results in less hours than those of a less senior employee in the same classification, may exercise bumping privileges.
- B. The District shall meet with the Union, no less than fifteen (15) calendar days, prior to the date layoff is to become effective to discuss the action to be taken. Notice of layoff shall be in writing, no less than ten (10) working days prior to the effective date. Notice shall be in writing to the employee with a copy to the Union.
- C. When it becomes necessary to reduce the working force by means of a layoff, temporary and probationary employees shall be laid off first, followed by the least senior employees in the classification that is being reduced. Any displaced employee, in the instructional assistant classification, who cannot displace an employee within said classification, shall displace any less senior employee in any non-instructional classification.
 - 1. Any assistant who exercises bumping rights must have the ability to perform the job that they are bumping into.
 - 2. Any employee, eligible to exercise bumping rights, may bump the least senior employee within the same classification, or lower classification, which results in the bumping employee being made whole.
 - 3. A laid off employee shall be considered on layoff until he/she is reinstated by the District, or when the length of the layoff reaches two (2) years.
 - 4. Seniority does not accrue during the time that an employee is on layoff.
- D. When the working force is increased after a layoff, employees shall be recalled according to seniority and must have the ability to perform the job that they are being recalled to fill.
 - 1. They will also be afforded any training necessary to perform the job, with the exception of a position requiring a CDA, which is subject to statutes.
 - 2. Employees, to be recalled from layoff, shall be contacted by telephone. If unable to contact them by telephone, the notification will be by certified letter, and mailed to the last known address. Failure of the employee to respond to the written notice within ten (10) working days shall be cause for his/her removal from the seniority list.
- E. The District agrees not to hire new employees, for a classification when there are laid off employees, without first offering to recall the laid off employees with the ability to perform the job.

ARTICLE 11: EVALUATIONS

- A. Each employee shall be formally evaluated by his/her immediate supervisor or District Administrator.
1. Formal evaluation shall take place once every three (3) years.
 2. The evaluator shall meet with the employee to discuss the evaluation.
 3. If the employee does not agree with the evaluation, he/she may write a statement to be attached to said evaluation form.
 4. Evaluation meetings will be held during the normal work day.

ARTICLE 12: OFFICERS AND STEWARDS

- A. Each building shall have the right to designate one (1) person, who is employed within that building to act as the steward and representative for that building. Such designation shall be made in the manner which is determined by the Union. The steward for one (1) building shall not have any authority to act as a steward for any employee in any other building except in the absence of both the steward and alternate. When it becomes necessary to get a steward from another building because of absence of both the steward and alternate, the District will give the affected employee the right to choose from among stewards of other buildings.
- B. Each building shall have the right also to designate one (1) person who is employed in that building as an alternate steward to act in the place of the steward only in the event of the absence of the steward. If an alternate steward or steward from another building commences the processing of a grievance, the Union may elect to continue to have him/her process the grievance in subsequent steps or to have the regular steward resume this function.
- C. If an employee wishes the presence of his/her steward for the presentation of a grievance in accordance with the Grievance Procedure, the employee shall notify his/her own supervisor, who shall notify the steward's supervisor without unreasonable delay. The steward will be allowed to leave his/her regular job with pay for such purpose provided he/she first secures his/her regular job with pay for such purpose provided he/she first secures his/her supervisor's consent, which shall not be unreasonably withheld.
- D. Stewards, when acting as such, and the members of the Grievance Committee will be paid by the District at their regular straight time hourly rate of pay for working time lost by them in the presentation of grievances in accordance with the Grievance Procedure.
- E. If the steward or alternate is unable to attend the grievance hearing as indicated in the grievance steps because of extenuating circumstances, the President of the Local shall attend in his/her place.
- F. By the end of the first full week of each school year, or when a change of office takes place, the Union shall provide the Superintendent with a list of all current officers and stewards.

ARTICLE 13: GRIEVANCE PROCEDURE

- A. In the event any employee or the local union is of the opinion that the employee has a grievance arising out of an alleged violation, misinterpretation, or misapplication of any expressed provision of this Agreement, the following grievance procedure shall be used.
- B. Steps of the Grievance Procedure
1. Step 1 of the Grievance Procedure
 - a. Step 1 of the grievance procedure shall be an informal meeting between the building principal or the immediate supervisor and the person with the alleged grievance (hereinafter referred to as the "grievant") and the union steward, if requested by the grievant. This first step of the grievance procedure shall take place within fifteen (15) working days of the occurrence or first knowledge of the incident leading to the grievance. Within five (5) working days after the informal meeting, the immediate supervisor shall give his/her written response to the grievant and the union steward.
 2. Step 2 of the Grievance Procedure
 - a. If the grievance is not resolved as a result of the Step 1 informal meeting, or if no response has been received with five (5) working days of the meeting, the grievant may submit a formal written grievance to his/her immediate supervisor within five (5) working days. The written grievance shall be specific; shall contain a synopsis of the facts giving rise to the alleged violation; shall cite the section(s) of this Agreement alleged to have been violated; shall contain the date(s) of the alleged violation; and shall be signed by the grievant. The immediate supervisor shall have five (5) working days in which to provide a written response to the grievance. Copies of the supervisor's response to the grievance will be sent to the grievant and the union steward.
 3. Step 3 of the Grievance Procedure
 - a. If the grievant is not satisfied with Step 2 response, or if no response has been received with five (5) working days of its submission, the grievant may submit the grievance to the Director of Human Resources within five (5) working days. The Director of Human Resources will meet with the grievant and the union steward within ten (10) working days of its submission. The Director of Human Resources shall then have five (5) working days in which to provide a written response to the grievance. Copies of the Director of Human Resource's response to the grievance will be sent to the grievant and the union steward.

4. Step 4 of the Grievance Procedure

- a. If the grievant is not satisfied with Step 3 response, or if no response has been received with five (5) working days of the Step 3 grievance meeting, the grievant may submit the grievance to the Superintendent; with a copy to the Secretary of the Board of Education, within ten (10) working days. The Superintendent will meet with the grievant and the union steward within ten (10) working days of its submission. The Superintendent shall then have ten (10) working days in which to provide a written response to the grievance. Copies of the Superintendent's response to the grievance will be sent to the grievant and the union steward.

5. Step 5 of the Grievance Procedure

- a. If the grievant is not satisfied with Step 4 response, or if no response has been received with ten (10) working days of the Step 4 grievance meeting, the Union may file a demand for arbitration with the American Arbitration Association within thirty (30) working days. The power of the arbitrator stems solely from this Agreement, and his/her function shall be to interpret and apply this Agreement and pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement. The decision of the arbitrator shall be final and binding on the Board, the Union, and the grievant, and there shall be no appeal of the arbitrator's decision, unless such decision shall extend beyond the limits of the power and jurisdiction herein conferred upon such arbitrator. The costs for the arbitrator's services shall be borne equally by the parties.
- C. The time limits provided in this Article shall be strictly observed but may be extended only by written agreement of the parties. In the event that the grievant fails to appeal a grievance at any level within the particular time limit, the grievance shall be deemed to be abandoned and settled on the basis of the employer's last response. In the event that the employer shall fail to supply a response to a particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal to the next step within the time limit for exercising said appeal commencing with the expiration date of the employer's grace period for answering.

ARTICLE 14: COMPENSATION

- A. Compensation will be paid in accordance with Schedule A.
- B. There shall be deducted from compensation due, all required withholdings and deductions and any of the following deductions authorized by the employee.
 - 1. Credit Union
 - 2. Tax Sheltered Annuity
 - 3. United Fund
 - 4. Madison Scholarship Funds
 - 5. Union Dues or Service Charges/Fees
 - 6. Any other payroll deductions mutually agreed upon by the District and the Union.
- C. Employees shall receive their paychecks bi-weekly.
- D. Those members of this bargaining unit working six (6) or more consecutive hours per day, within the same pay scale, and not scheduled to work summers, may opt to receive their projected compensation for time worked during the upcoming school year pro-rated over twenty-six pay periods. Said twenty-six pay periods will commence with the first pay period after employee returns in September.
 - 1. In addition to the above conditions, said employees must have twelve (12) days in their sick bank as of June 30th of the prior school year. Some exceptions to this condition may be made for extenuating circumstances by submitting a written request and explanation to the Superintendent or his/her designee.
 - 2. All written requests to participate in the twenty-six pay schedule must be received by the Superintendent or his/her designee prior to the employee returning to work in September.
 - 3. Any hours/days docked during said school year will result in an adjustment, as determined by the District.

ARTICLE 15: LEAVES OF ABSENCE

- A. For good cause, employees may request a leave of absence, for up to one (1) year, without pay. Requests should be submitted, in writing, to the Superintendent of Schools or his/her designee.
1. Upon return from such leave, the employee shall return to a comparable position in terms of hours, work week, and wages.
 2. Seniority shall not accrue for leaves exceeding three (3) weeks, except for medical, child care, and workers compensation reasons.
- B. Personal Leave
1. Once during each contract year, an employee may request a short term leave of absence for personal reasons. Such leave shall be unpaid, shall not exceed five (5) working days, and shall be subject to the approval of the Superintendent or his/her designee.
 2. Requests for short term leaves are to be submitted, in writing, to the Superintendent or his/her designee.
- C. Jury Duty
1. The District shall pay an amount equal to the difference between an employee's regular daily rate and the daily jury duty fee paid by the court. This does not include travel allowance or reimbursement of expenses paid to the employee by the court, is paid only for days when the employee reports for or performs jury duty, or for a court appearance for a subpoena as a witness in a case connected with the employee's employment. In addition, this only applies to when the employee would otherwise be scheduled to work.
 2. If the court fee exceeds the employee's normal daily rate, there will be no reimbursement on the part of the District.
- D. Union Leave
1. Leave, with pay, for elected Union delegates to attend Union conventions will be granted for up to a maximum of thirty-two (32) hours per year. Written notice must be submitted to the Superintendent at least two (2) weeks in advance of said leave.
 2. When meeting with District Administrators, representatives of the Union shall be paid for hours that they normally would have worked.
 3. Leave, without pay, for a period of one (1) year may be granted to the employee for the purpose of holding full-time elective, or appointed office with the Union.

E. Sick Leave / Funeral Leave

1. After reporting for work at the beginning of each contract year, each employee shall be credited with five (5) sick days allowance to be used for absences due to personal illness; or serious illness in the immediate family. The immediate family shall include grandmother, grandfather, father, mother, brother, sister, niece, nephew, brother/sister-in-law, mother/father in-law, wife, husband, child, grandchild, aunt, and uncle.
2. After reporting for work at the beginning of the second semester, each employee shall be credited with an additional five (5) sick days allowance to be used for absences due to personal illness, or serious illness and/or death in the employee's immediate family.
3. An employee that severs his/her employment with the District prior to having worked five (5) days in a semester, shall not be entitled to the five (5) day allowance for that semester.
4. This sick leave section is subject to the FMLA.

F. Personal Business

1. One day each semester may be used for personal business. Personal business is defined as an activity that requires the employee's presence during working hours and, is of such a nature, that it cannot be attended to at a time when the employee is not scheduled to be at work. The employee shall give their immediate supervisor advance notice of such absence.
2. Personal business days shall not be used either the day preceding or the day following a school holiday or vacation period, except with the approval of the Superintendent or his/her designee.
3. Unused sick and business days accumulate as sick days. The unused sick days allowance accumulation shall be a maximum of one hundred (100) days.

G. Funeral Leave

1. With the approval of the Superintendent, or his/her designee, employees may use up to three (3) days, five (5) days if more than 250 miles, to attend a funeral of a member of their immediate family (grandmother, grandfather, father, mother, brother, sister, niece, nephew, brother/sister-in-law, mother/father in-law, wife, husband, child, grandchild, aunt, uncle) nondeductible from their sick bank; any additional days granted shall be deducted from the employee's individual sick bank.

H. Workers' Compensation

1. The District will comply with the Michigan Worker's Compensation Law. This includes, but is not limited to, compensation and medical expenses not being disputed. In the event of an injury on the job, an employee so injured shall be eligible for three (3) paid injury compensation days. Requests for such days must be approved by the Superintendent or his/her designee.

I. Military Leave

1. Leaves for military service and return to work from military leave shall be governed by the appropriate statutes.

ARTICLE 16: FAMILY AND MEDICAL LEAVE

- A. The FMLA of 1993 shall apply to all members of this bargaining unit. Any violation of the FMLA or statutes relating to said shall be subject to the grievance procedure of this Agreement.
- B. Based upon the original request for a leave under FMLA, an employee may request an extension, providing him/her a total leave of up to one (1) year. Requests for extensions under FMLA should be in writing to the Superintendent or his/her designee.
- C. The employee shall have the option of using paid time off earned under this Agreement, taking time off without pay, or combining paid time and unpaid time off.
- D. The District shall not transfer an employee on a FMLA leave without prior notification to the Union. Notice shall be in writing to the Union President.
- E. Upon return from such leave, the employee shall return to a comparable position in terms of hours, work week, and wages.

ARTICLE 17: HOLIDAYS/VACATIONS

A. The following are recognized as paid holidays for all employees:

1. New Year's Day
2. Martin Luther King's Birthday*
3. Good Friday
4. Memorial Day
5. Wednesday before Thanksgiving
6. Thanksgiving Day
7. Friday after Thanksgiving
8. Christmas Eve Day
9. Christmas Day
10. New Year's Eve Day

**Is a paid holiday only if school is not in session.*

- B. July 4th, Friday before Labor Day, and Labor Day shall be recognized as a paid holiday for all employees having been present, and having performed his/her duties, during the whole of his/her proper shift both those working days immediately preceding and immediately following the holiday.
- C. Should said holidays fall on a Saturday, the preceding Friday shall be deemed to be the "day off"; provided, however, that school classes are not in session on that Friday. When said holiday falls on Sunday, the next succeeding Monday shall be the "day off", provided that school classes are not in session. If the above-mentioned "day off" is not available because of classes being in session, the District shall designate, at least ten (10) working days in advance, what day shall be recognized as the "day off"
- D. Each employee shall be paid for each of the holidays listed above, at his/her regular rate for normal hours worked, provided that he/she shall have been present, and shall have performed his/her duties, during the whole of his/her proper shift both the working days preceding and immediately following the holiday. If the employee has not been so present, he/she shall receive no pay for said holiday unless acceptable proof of absence is presented to the Superintendent.

- E. If the employee is scheduled to work on a designated paid holiday, he/she shall receive compensatory time or be paid at time and one-half (1½) for all hours worked.
- F. After one (1) year of service, all fifty-two (52) week employees shall receive a one (1) week paid vacation. Each fifty-two (52) week employee shall receive one (1) additional vacation day for each year of employment in this bargaining unit. The days will accumulate to a maximum of ten (10) vacation days, which include the one week vacation the employee receives after one (1) year of service.
 - 1. Requests for vacation dates shall be made in writing to the employee's immediate supervisor by May 1st each year, and must be completed by June 30th of the following calendar year. Final dates are subject to approval.
- G. For the purposes of this Article, a fifty-two (52) week employee is defined as any employee having a single work assignment which utilizes the employee throughout the entire contract year.
- H. For the 2005-06 school year, all ten month employees who work six (6) hours or more per day, in one assignment, shall receive one (1) week paid vacation. Vacation time is accrued during one contract year, and taken during the next contract year. Time is to be taken when school is not in session.
 - 1. For the 2006-07 school year, all ten month employees who work six (6) hours or more per day, in one assignment, shall receive three (3) days paid vacation. Vacation time is accrued during one contract year, and taken during the next contract year. Time is to be taken when school is not in session.
 - 2. For the 2007-08 school year, all ten month employees who work six (6) hours or more per day, in one assignment, shall receive one (1) day paid vacation. Vacation time is accrued during one contract year, and taken during the next contract year. Time is to be taken when school is not in session.
 - 3. Effective with the expiration of this Agreement (i.e., commencing July 1, 2008), this provision providing vacation days for ten month employees shall be eliminated.
 - 4. Fifty-two (52) week employees receiving vacation time may also elect to be paid for up to five (5) unused days of vacation time at the end of the contract year.

ARTICLE 18: MISCELLANEOUS

- A. The School Administration agrees to furnish the Union with an agenda of each regularly scheduled School Board Meeting, and when possible, an agenda of each Special School Board Meeting. In addition, the Union shall receive a copy of the approved minutes of each regular and special Board of Education Meeting.

ARTICLE 19: LIABILITY INSURANCE

- A. Each employee, while acting within the scope of his/her official duties and District policy, shall be covered, subject to policy limitations, by the District's liability insurance coverage.

ARTICLE 20: SEVERANCE AND RETIREMENT

- A. Any employee who has at least ten (10) consecutive years of service with the Madison District Schools and terminates his/her employment shall receive the equivalent of four (4) weeks pay based on their average pay per week during their last year of employment.
- B. Any vacation, sick leave, accrual or other compensation due an employee under this Article shall be payable in the month of January following the employee's termination of employment with the District.

ARTICLE 21: LONGEVITY

- A. All employees, having completed a minimum of ten (10) years of service to the Madison District, shall receive additional compensation of \$0.10 per hour longevity pay. Said pay shall be in addition to the employee's regular hourly rate, and shall commence with the pay immediately following the anniversary of their tenth (10th) year of employment. On the employee's fifteenth (15th) and twentieth (20th) anniversary of employment, an additional \$0.05 per hour will be added to the employee's hourly rate.

ARTICLE 22: CHILD CARE CENTER

- A. The District will provide child care at centers and said programs shall be subject to the requirements of the Michigan Department of Social Services of Michigan laws and Federal laws, including statutes as they pertain to staffing. Assistants employed at said centers shall be known as caregivers. Caregivers shall be under the immediate supervision of the Program Director.

ARTICLE 23: MISCELLANEOUS COMPENSATION

A. Mileage Reimbursement

1. Each assistant will be reimbursed by the District for job-related travel on behalf of the District. Job-related travel for reimbursement must have prior approval of the building administrator/immediate supervisor. Reimbursement will be computed at the current IRS rate.

B. Personal Expenses

1. Each assistant will be reimbursed by the District for job-related personal expenses on behalf of the District. Personal expenses may also be defined as out-of-pocket expenses. Such expenses must have prior approval of the building administrator/immediate supervisor.

ARTICLE 24: INSURANCE

- A. During the open enrollment period, each employee shall have the opportunity to enroll in a Health Care Program on a self-pay basis. The rate that the employee pays shall be the Madison District Group rate for the type of coverage chosen (single person, 2 person, or full family).
 - 1. Premium payment must be made monthly, in advance, and received in the District Finance Office by the twentieth (20th) of each month. Any employee not remitting payment on time will be dropped from said program and shall not be reinstated until the next open enrollment period. Payment may be made through payroll deduction.
- B. Employees may enroll in a District Life Insurance Program in a like manner.
- C. Long Term Disability Insurance
 - 1. The District will provide, for those employees of this bargaining unit working thirty (30) hours or more per week, an Income Protection Insurance. Said employees shall be entitled to 66 2/3% of their income after ninety (90) consecutive days of illness, in accordance with the time, conditions, and limitations of the Board's contract with the carrier, with a maximum benefit of \$2,500 per month.

ARTICLE 25: EDUCATIONAL CREDIT

A. The District and the Union support the principle of continuing educational development through course work, certification, seminars, conferences, and in-services. Such educational development will be recognized and defined as below:

1. All course work/certification must have prior approval by the Superintendent or his/her designee.
2. Proof of successful completion must be submitted to the Human Resources Office before payment can be made. Upon submission by an employee to the Human Resources Office verification of applicable training received during the three years of the prior contract, said employee will receive credit for that training.
3. Stipend shall be paid in October of the contract year.
4. Employees receiving training/certification during the contract year shall have the stipend prorated, based upon the number of months remaining in the contract year after completion of said training/certification.
5. The amount of the stipend shall be based upon the total number of hours of training and the annual salary of the employee, per the following scale:

Hours of Training	% of Annual Income for the Contract Year
30 – 50	0.5%
51 – 100	1.0%
101 – 200	1.5%
201 – 300	2.0%
301 – 400	2.5%
over 400	3.0%

B. Any instructional assistant working in a classroom, holding either an Associates Degree or a valid CDA Certificate, shall receive additional compensation of sixty cents (\$0.60) per hour. Any instructional assistant holding a Bachelors Degree will receive additional compensation of seventy-five cents (\$0.75) per hour. This compensation shall be in addition to the employee's regular hourly rate, plus any compensation due from Article 25 of the Collective Bargaining Agreement.

ARTICLE 26: ANNEXATION & CONSOLIDATION OF DISTRICT

- A. To the extent possible, without unduly handicapping any future decisions, to annex or to join in a consolidation effort, the District will attempt to see that the major share of this Agreement shall be agreed to by any newly created District of Education, as long as it is not in violation of any of the directives of the Department of Education or the laws of the State of Michigan.
- B. In the event this District is combined with one or more districts, the District will use its best efforts to see that as many of the bargaining unit members, as possible, are continued in employment.
- C. If known, the Madison District Schools will notify the Union no less than sixty (60) days prior to annexing, consolidating, or combining with another District and/or District of Education, to allow for negotiating contract language and employment for members if this bargaining unit.

ARTICLE 27: CONTINUITY OF OPERATION

- A. The District and the Union fully recognize that the statutes of the State of Michigan confer upon public school districts, public employees and their organizations, certain duties and responsibilities, including the duty to maintain and continue the functions of government, in this case, the operation of the public schools, without interference due to work interruptions.
- B. Accordingly, the District and the Union agree to abide by all provisions of Public Law 379 of 1965; Act 336 of 1947, as amended; General School Laws and amendments; and other applicable laws and regulations.

ARTICLE 28: SPECIAL CONFERENCES

- A. A special conference may be requested by either the Local Union or the District for the consideration of matters which may constitute, or give rise to, a grievance, or an issue considered to be a problem. Such conference shall be arranged between the President of the local union and the Superintendent or his/her designated representative. The parties shall agree in advance as to the subject matters to be discussed.

SCHEDULE A: 2005-06 SALARY SCHEDULE

The salary schedule for the 2005-06 school year shall be determined as follows:

For those employees on Steps 1 and 2, there shall be no addition to the 2004-05 salary schedule. For those employees on Step 3, there shall be an increase of 0.75% applied to the 2004-05 salary schedule for the first semester of the 2005-06 school year (retroactive), and an additional increase of 1% applied to the resultant salary schedule for the second semester of 2005-06.

NOTE: On the resultant salary schedule, Child Caregivers shall be placed in the Non-Instructional Assistants portion of the schedule.

SCHEDULE B: 2006-07 SALARY SCHEDULE

The salary schedule for the 2006-07 school year shall be determined as follows:

If the 2006-07 Madison District Public Schools per pupil foundation allowance from the State of Michigan increases by at least 2.5% over the 2005-06 per pupil foundation allowance, then there shall be an increase of 1% applied to the 2005-06 salary schedule for the first semester of the 2006-07 school year, and an additional increase of 1% applied to the resultant salary schedule for the second semester of 2006-07. If the 2006-07 Madison District Public Schools per pupil foundation allowance from the State of Michigan increases by less than 2.5% over the 2005-06 per pupil foundation allowance, then there shall be an increase of 1% applied to the 2005-06 salary schedule for 2006-07.

SCHEDULE C: 2007-08 SALARY SCHEDULE

The salary schedule for the 2007-08 school year shall be determined as follows:

If the 2007-08 Madison District Public Schools per pupil foundation allowance from the State of Michigan increases by at least 2.5% over the 2006-07 per pupil foundation allowance, then there shall be an increase of 1% applied to the 2006-07 salary schedule for the first semester of the 2007-08 school year, and an additional increase of 1% applied to the resultant salary schedule for the second semester of 2007-08. If the 2007-08 Madison District Public Schools per pupil foundation allowance from the State of Michigan increases by less than 2.5% over the 2006-07 per pupil foundation allowance, then there shall be an increase of 1% applied to the 2006-07 salary schedule for 2007-08.

APPENDIX A: SUPPORT PERSONNEL EVALUATION FORM

Name of Employee: _____ Date: _____

Classification: _____ Building: _____

Every evaluation process should result in a clear understanding of both weaknesses and strengths and should lead to the greatest efficiency possible. This form should be completed by the employee's building administrator or immediate supervisor and reviewed by the employee. Any areas checked "Need Improvement" require comments by the evaluator.

	<u>Satisfactory</u>	<u>Needs Improvement</u>	<u>Not Applicable</u>
A. Follows directions/ handles assignments	[]	[]	[]
B. Prepares classroom materials/supplies	[]	[]	[]
C. Cooperates with supervisors	[]	[]	[]
D. Operates school equipment responsibly/efficiently	[]	[]	[]
E. Maintains student discipline	[]	[]	[]
F. Exhibits human relationship skills with students, staff, parents, and community	[]	[]	[]
G. Dependability	[]	[]	[]
H. Punctuality	[]	[]	[]
I. Accepts suggestions and/or criticisms in a positive manner	[]	[]	[]
J. Demonstrates enthusiasm in day to day activities	[]	[]	[]

Evaluator's Comments:

Employee signature _____ Date _____ Evaluator _____ Date _____

Employee signature denotes review and explanation by the evaluator. Employee may attach a rebuttal statement which will be part of this appraisal.

Distribution: 1 copy to employee
1 copy to administrator/supervisor
1 copy to personnel file

APPENDIX B: GRIEVANCE FORM

It is herein agreed that the following instrument will be used to facilitate grievances between the Assistants and the District.

Grievance Form (STEP 1) --- Formal Grievance Initiation
(To be completed by grievant within the number of days as specified in Article VI)

Name of Grievant: _____

Association Representative(s): _____

Date of alleged Grievance: _____ Initial Filing Date: _____

Contract provision(s) or written Board policy allegedly violated:

Statement of alleged violation: _____

Relief sought: _____

Signature of Grievant

Copies to: _____

Date Received by Administrator: _____

ARTICLE 29: TERMS AND DURATION

- A. This Agreement shall be in effect from January 31, 2006 and remain in full force until 11:59 p.m. on June 30, 2008.
- B. Any individual terms or contracts between the District and an individual employee executed shall be subject to and consistent with the Articles of this Agreement. If an individual contract exists and is inconsistent with this Agreement, the Agreement shall be controlling.
- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- D. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

**Madison District Public Schools
Board of Education**

**Madison Association of Support Personnel
(AFSCME Local 1445)**

Keith Beggs

President

Laurie Law

President

Candy Drees

Secretary

Beth L. Palusi

Secretary

Dora Dhambar
AFSCME
for Council 25

INSTRUCTIONAL ASSISTANTS	04-05	increase	05-06 1st	increase	05-06 2nd	increase	06-07 (base)
TITLE 1, ADVANTAGE, BEGINNERS, OFFICE ASSISTANTS							
First Year	8.24	0.00%	8.24	0.00%	8.24	1.00%	8.32
Second Year	8.96	0.00%	8.96	0.00%	8.96	1.00%	9.05
Third Year	10.23	0.75%	10.31	1.00%	10.41	1.00%	10.51
SPECIAL EDUCATION/ ECDD (was preprimary) ASSISTANTS							
First Year	8.84	0.00%	8.84	0.00%	8.84	1.00%	8.93
Second Year	9.60	0.00%	9.60	0.00%	9.60	1.00%	9.70
Third Year	10.94	0.75%	11.02	1.00%	11.13	1.00%	11.24
MEDIA SUPPORT PERSONNEL							
First Year	9.60	0.00%	9.60	0.00%	9.60	1.00%	9.70
Second Year	10.94	0.00%	10.94	0.00%	10.94	1.00%	11.05
Third Year	11.47	0.75%	11.56	1.00%	11.67	1.00%	11.79
ALTERNATIVE EDUCATION ASSISTANT							
First Year	10.21	0.00%	10.21	0.00%	10.21	1.00%	10.31
Second Year	11.68	0.00%	11.68	0.00%	11.68	1.00%	11.80
Third Year	12.26	0.75%	12.35	1.00%	12.48	1.00%	12.60
NON-INSTRUCTIONAL ASSISTANTS							
CHILD CAREGIVERS (moved from Instructional)							
First Year	7.88	0.00%	7.88	0.00%	7.88	1.00%	7.96
Second Year	8.56	0.00%	8.56	0.00%	8.56	1.00%	8.65
Third Year	9.65	0.75%	9.72	1.00%	9.82	1.00%	9.92
LUNCH ASSISTANTS							
First Year	7.88	0.00%	7.88	0.00%	7.88	1.00%	7.96
Second Year	8.33	0.00%	8.33	0.00%	8.33	1.00%	8.41
Third Year	8.87	0.75%	8.94	1.00%	9.03	1.00%	9.12
FOOD HANDLERS							
First Year	7.88	0.00%	7.88	0.00%	7.88	1.00%	7.96
Second Year	8.56	0.00%	8.56	0.00%	8.56	1.00%	8.65
Third Year	9.65	0.75%	9.72	1.00%	9.82	1.00%	9.92
HEAD CAREGIVERS							
First Year	8.88	0.00%	8.88	0.00%	8.88	1.00%	8.97
Second Year	9.56	0.00%	9.56	0.00%	9.56	1.00%	9.66
Third Year	10.65	0.75%	10.73	1.00%	10.84	1.00%	10.95
HALL MONITORS, SECURITY COORDINATORS (added), BUS MONITORS (added)							
First Year	8.24	0.00%	8.24	0.00%	8.24	1.00%	8.32
Second Year	8.96	0.00%	8.96	0.00%	8.96	1.00%	9.05
Third Year	10.23	0.75%	10.31	1.00%	10.41	1.00%	10.51