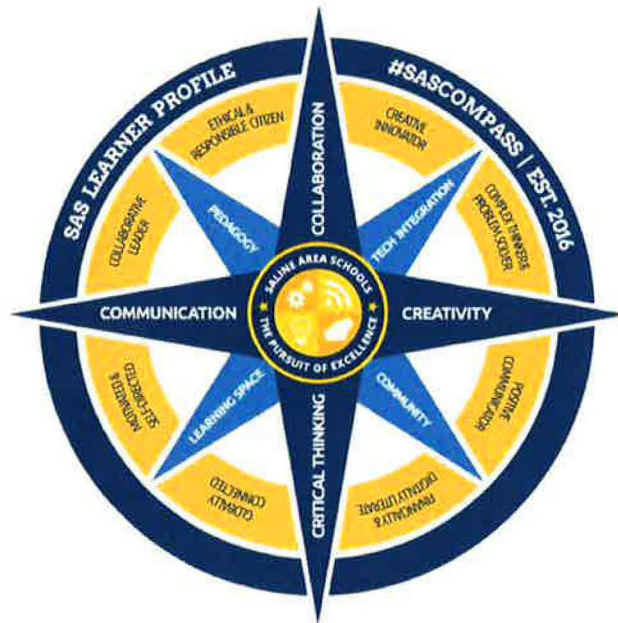


Agreement  
Between  
the  
Board of Education  
Of the  
Saline Area School District  
And

Saline Educational Support  
Personnel Association MEA/NEA



January 1, 2022 - December 31, 2023

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## **AGREEMENT**

THIS AGREEMENT between the **SALINE AREA SCHOOLS**, hereinafter referred to as the "District", and the **EDUCATIONAL SUPPORT PERSONNEL**, and the Local Association, the Saline Area Schools Educational Support Personnel Association, hereinafter collectively referred to as the "Association", is in effect for the period beginning January 1, 2022 through December 31, 2023.

### **GENERAL INFORMATION**

- A. The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or in respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement supersedes and cancels all previous agreements verbal or written or based on alleged District practices, between the District and the Association or any employee, and constitutes the entire agreement between the parties covering employees within the bargaining unit. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- C. If any article or section of this Agreement or any appendix thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any appendix thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. By mutual written agreement, the parties may meet to renegotiate a replacement article or section.
- D. There shall be two signed copies of any final agreement. One copy shall be retained by the District and one by the Association.

## **RESOLUTION FOR QUALITY AND EXCELLENCE**

It is the intent and purpose of the parties hereto to provide orderly labor relations between the District and the Association for the mutual benefit of the District, its employees and the community and to improve and promote the most efficient and productive operation of the District. In consideration of the understanding and agreement hereinafter set forth, it is mutually agreed between said District and said Association as follows:

WHEREAS, the Saline Board of Education, the Saline Educational Support Personnel Association, the Saline Education Association, the Saline Area Schools Administrators' Association, the Saline Management Association, and Non-Affiliated Administrative, Educational and Support Personnel recognize that cooperation, coordination and communication among all employees and between all employee groups is absolutely necessary in order to effectively realize and attain the vision of the Saline Area School District, and;

FURTHER, that all of the foregoing groups, associations and individuals recognize that quality and excellence in every aspect of our school organization including all instructional, operational, administrative, and community service functions are conditions for achieving the goals stated in the Mission Statement of the Saline Area School District and;

FURTHER, that all of the foregoing parties subscribe to and affirm their commitment to the beliefs and values which form the base upon which achievement of the goals of the Saline Mission Statement are built, and;

FURTHER, that all of the foregoing recognize that excellence in everything that Saline Area Schools does is a requirement for staying in business in the 21st century, and;

FURTHER, that it is further recognized that the purpose of all that we do in the Saline Area School District, whether as an organization, a group, team, or individual, must be based upon achieving World Class student outcomes.

THEREFORE BE IT RESOLVED, that the Saline Board of Education, the Saline Educational Support Personnel Association, the Saline Education Association, the Saline Area Schools Administrators' Association, the Saline Management Association, and Non-Affiliated Administrative, Educational and Support Personnel make a joint and individual commitment to total quality and uncompromising excellence in all of our efforts to maximize service to our students and our community through the provision of comprehensive, integrated, outcomes-based educational programs based on the following guiding principles:

- A. Constancy and consistency of purpose with a focus on providing educational experiences, which meet or exceed World Class Standards.
- B. Responsiveness to the need for meaningful, positive change based on the needs of students, parents, community, business, and industry.
- C. Commitment to continuous improvement in all that we do organizationally and individually.
- D. Creation of a learning organization wherein all employees are supported and encouraged to continue to attain new knowledge and skills and constantly enhance their knowledge base.
- E. Institution of systemic monitoring, evaluating and adjusting of individual and organizational performance in a continuous and consistent manner.
- F. Establishment of an atmosphere and a structure which encourages employee involvement and participation in making and implementing decisions affecting the future of Saline Area Schools and which fosters open communication throughout the organization.
- G. Institution of ongoing training programs for all employees based on the ever-changing needs of students and society.
- H. Integration of a quality and excellence philosophy into the mindset of every employee as well as assistance in translating that philosophy into everyday practice.
- I. Development of an organizational environment that nurtures trust and respect and eliminates the fear that stifle innovation and risk-taking.
- J. Implementation of an organization-wide program of reaching out to parents, community, business and industry in recognition of a need to work together on all fronts to make our community all it can be.
- K. Commitment to integrity without compromise in all matters both internally and externally.

As a symbol of our lasting and joint commitment to Total Quality and Excellence in all aspects of our performance at all levels of our educational community, the parties hereto hereby set their hands hereon this day and date, Tuesday, June 9, 1992, in the presence of one another and pledge to accept the responsibility as individuals and on behalf of their constituents for ensuring that the aforementioned Guiding Principles form the basis for all that we do in the Saline Area School District.

The Parties reaffirm the above-quoted Board resolution as of January 1, 2022.



## **ARTICLE I - RECOGNITION**

- A. The District recognizes the Association, to the extent required by the Act 176 of the Public Acts of 1939, as amended, and Act 336 of the Public Acts of 1947, as amended, as the sole and exclusive collective bargaining representative for all full-time and regular part-time employees in the unit certified by the Michigan Employment Relations Commission in Case No. R79L503 and described below, employed by the District.
- B. The collective bargaining unit shall consist of all full-time and regular part-time:
  - a. Bus Mechanics, Drivers & Bus Monitors
  - b. Building & Grounds (Skilled Maintenance, Leads, Grounds, Custodians)
  - c. Food Service
  - d. Instructional Assistants (ELL & Lit Tutors, Paraprofessionals, & Certified Program Assistants)
  - e. Office Assistants

This excludes ALL OTHER EMPLOYEES, Executive Administrative Assistants to the Superintendent, Deputy Superintendent, or Assistant Superintendents.

- C. The term "employee" and "employees" as used herein shall refer to and include only those employees who are employed in the bargaining unit described above and shall exclude all others not specifically included in said bargaining unit.

## **ARTICLE II - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- A. It is the policy of the District and the Association that the provisions of this Agreement shall be applied to all employees covered hereby without regard to race, creed, color, national origin, age, religion, height, weight, marital status or sex. Any alleged violation of this provision must be supported by written evidence at step two of the Grievance Procedure or shall said grievance be processed beyond step four.
- B. An employee shall have the right to review the contents of his/her personnel file subject to the provisions of applicable law. If an employee disagrees with an item in his/her file, the employee may submit an accompanying written statement explaining the employee's position.
- C. Any case of assault, bullying, harassment or threat to harm upon an employee in performance of assigned duties shall be promptly reported to the Superintendent or his/her designee. Upon approval of the Board of Education, the District shall provide legal counsel to advise the employee of his/her rights and shall render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- D. When an employee is called to the office of his/her supervisor for the intended purpose of being officially disciplined, said employee shall, at his/her request, be entitled to the presence of their designated Association Representative, providing he/she is available within a reasonable time. If the designated Association Representative is required, said Representative shall be released without loss of pay. If the designated Association Representative is not available within a reasonable time, the Local Association President shall be contacted and the provisions of this Section shall apply.
- E. The parties recognize the importance of protecting confidential information concerning students. Information gained during the course of one's workday about a student shall be construed as confidential. Release of said information to any unauthorized person shall be grounds for disciplinary action. Questions concerning whether a person is authorized shall be cleared with the employee's immediate supervisor in advance.
- F. Employees shall cooperate with the District in securing specific and detailed medical data from an employee's doctor when the employee has seen his/her doctor for any injury or illness that has resulted in lost work time.
- G. Employees shall honor written Board policies, administrative regulations, and departmental rules not in conflict with the express provisions of this Agreement as adopted or issued from time to time by the District. Any new rules of conduct governing discipline of employees shall be posted on the bulletin boards for seven (7) days prior to their effective date. Prior to posting, a copy of said rules shall be submitted to the Local Association President. Neither the employee nor the Association shall assume administrative or supervisory authority or direct employees to disregard the instructions of supervision.
- H. During the course of their employment, employees shall not discuss collective bargaining of the Association or grievance matters with students.
- I. Employees agree to notify the District as soon as possible of intent to terminate employment with the District. Employees have a responsibility to notify the District of their resignation at least two weeks prior to their expected last date of employment. A resignation may not be withdrawn once the Superintendent or his/her designated representative has accepted it in writing.
- J. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the District to comply with any state and federal laws. In the case of bus drivers, said driver must comply with the physical examination requirement set forth by the Department of Education and other applicable law before they begin work each school year.
- K. After completion of the probationary period, no employee shall be disciplined by a verbal or written reprimand without cause.
- L. Copies of written reprimands will be given to employees before being placed in their personnel files.

### **ARTICLE III - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The Local Association shall have the right to use a suitable designated area of a District building for the purpose of conducting a local Association meeting subject to applicable building use policies provided the meeting is at reasonable hours after the work day and provided further if the meeting is after the normal work hours of the building custodian, it shall pay any additional custodial costs incurred.
- B. The Local Association may use equipment owned by the District as provided below:
  - a. The work is done before or after normal work hours.
  - b. Use of the equipment is requested from the building administrator or other appropriate supervisor.
  - c. Use of the equipment does not interfere with the instructional program or administrative needs.
  - d. The Association pays the cost of materials, supplies, etc., incidental to the equipment used.
  - e. All work done will be in keeping with the intent and purposes of this agreement.
- C. The Local Association shall have the right to post notices of its activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school building. The Association may use the District mail service, employee mailboxes, and electronic communication systems for communications to employees regarding Association business. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.
- D. For the life of this Agreement, the District shall not recognize any other labor organization for purposes of collective bargaining for employees covered by this Agreement.
- E. To the extent covered by law, the District agrees to furnish the Association in response to reasonable requests, available information concerning the financial resources of the District.
- F. Fund-Equity - The Association recognizes that an adequate Fund Equity is a critical factor in the financial stability of the School District and further commits its support to the Board efforts in this regard.

#### **ARTICLE IV - DISTRICT RIGHTS**

- A. It is expressly agreed that the District retains all responsibilities, powers, rights and authority vested in it by the laws and Constitution of the State of Michigan and the United States of America, except as expressly and specifically abridged, modified, or limited by this Agreement.
- B. By way of illustration, the Board shall have the right to:
  - a. Manage the District efficiently and economically, including the right to decide the services to be performed, the programs to be provided and the methods of performing the services and programs;
  - b. Determine the number, location (and relocation) and types of buildings; discontinue temporarily or permanently, in whole or part, any of the District's operations, including selling or closing buildings;
  - c. Determine the work to be done and the standards to be met by bargaining unit members covered by this Agreement; including contracting or transferring work out of the bargaining unit subject to Article XXII, Subcontracting;
  - d. Direct the work force, including assigning work, transferring employees, and determining and redetermining job duties, classifications and content, and work force size;
  - e. Discipline and discharge employees; adopt, revise, and enforce working rules; maintain order and efficiency in the District; test, investigate, and improve individual productivity; and initiate and carry out cost and general improvement programs;
  - f. Determine the qualifications of bargaining unit members, including physical conditions, and determine policies affecting the selection, testing and/or training of bargaining unit members.
- C. The matters contained in this Agreement and/or the exercise of any such rights of the District are not subject to further negotiations between the parties during the term of the Agreement.
- D. The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the District in the past.
- E. The District reserves the right to require any employee who suffers a work-related injury and/or accident to submit to drug and alcohol testing. The testing shall be conducted at the District expense and shall occur at the District's worker compensation clinic.

## **ARTICLE V - SITE-BASED SHARED DECISION MAKING (SBSDM)**

- A. E.S.P. supports the concept of site-based shared decision-making and will work collaboratively with all employee groups, central administration, and the Board of Education to design and implement the process in Saline Area Schools. The Board and E.S.P. support a leadership team including but not limited to representatives from all employee groups, central administration, and the Board to develop and implement a site-based shared decision making model on a pilot basis.
- B. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours, and other conditions of employment, and that those terms shall not be altered or modified through the site-based shared decision making process, absent written mutual agreement and ratification by both parties.

SBSDM is a vehicle for planning and implementing projects that do not conflict with federal or state laws or regulations, Board policies, or any of the four collective bargaining Master Agreements. SBSDM Leadership Teams shall not be discouraged from discussing changes which impact upon working conditions and other contract matters. Changes or waivers sought by the teams are subject to the mutual agreement between the Board and the Association.

- C. The involvement of E.S.P. members on leadership teams shall be voluntary. Participation or lack of participation in this process will not be utilized as criteria for evaluation or discipline.
- D. The parties recognize the need for additional guidelines to be developed to assist in carrying out the SBSDM initiative that shall not be a part of nor in conflict with this Master Agreement.
- E. The language of this article shall be subject to amendment by mutual agreement at any time it is determined that these provisions are not consistent with the goals and objectives of the parties regarding implementation of SBSDM.

## **ARTICLE VI – REPRESENTATION**

- A. For the handling of grievances in its behalf, the employees of each area defined below may elect an Association Representative (hereinafter referred to as "AR") and an alternate AR to act in the place of the regular AR when said AR is absent, from among each group of employees as defined below. Said AR and alternate shall be a seniority employee of the District. The Association shall notify the District in writing of the name of the AR and the alternate, if any, and the District shall not be obligated to recognize any Association Representatives until so notified.
- B. An AR shall only represent those employees in their respective area. One AR shall represent each of the following areas:
  - a. Transportation (Bus Mechanics, Driver, Bus Monitors)
  - b. Building and Grounds (Skilled Maintenance, Leads, Grounds, Custodians)
  - c. Food Service
  - d. Instructional Assistants (ELL & Lit Tutors, Paraprofessionals, & Certified Program Assistants)
  - e. Office Assistants
- C. No ESP Staff Representative shall have access to or enter the District's premises for purposes of conducting Association business without the prior permission of the Superintendent or his/her designated representative.
- D. During scheduled working times, Association activities, including grievance processing, except as specifically set forth in the Grievance Procedure, Article VII, Employees Rights, Article II, shall not take place on District premises, except during break and/or lunch periods or before or after work.

## ARTICLE VII - GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement. If any such grievance arises there shall be no stoppage or suspension of work on account of such difference, but the grievance shall be submitted to the following grievance procedure.

An employee shall have the right at any time to present a grievance to the immediate supervisor and to have the grievance fully adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of the Agreement, and the bargaining representative of the Local Association has been given the opportunity to be present at such adjustments.

B. Steps of the Grievance Process:

- a. Step One: Within ten (10) days of the time the grievance arises, the employee may present the grievance to his/her immediate supervisor in an attempt to resolve the matter informally. If the employee is not satisfied with the result (s) of the meeting, he/she may formalize the complaint in writing on the form attached as p. 50.
- b. Step Two: In the event the grievance is not resolved to the satisfaction of the employee(s) at Step One, the employee may submit the formalized grievance within five (5) days of the Step One meeting, and in any event within fifteen (15) days of the occurrence to his/her immediate supervisor with a copy to the Local Association President. The written grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall outline all the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and/or the Association with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee(s) involved. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Local Association President.
- c. Step Three: In the event the employee(s) are not satisfied with the disposition of the grievance at Step Two, said employee(s) shall transmit the grievance to the Assistant Superintendent in charge of Personnel or his/her designee within five (5) days of receipt of the Step Two answer. If no answer was rendered within the time provided in Step Two, said member shall transmit the appeal within five (5) days following the date the Step Two answer was due. Within five (5) days following receipt of the appeal, the Assistant Superintendent or his/her designee shall meet with the employee(s) and a representative of the Local Association. The Assistant Superintendent or his/her designee shall render a written decision within five (5) days of the Step Three meeting, with copies to the Local Association President and the grievant(s).
- d. Step Four: In the event the Association is not satisfied with the disposition of the grievance at Step Three, it may, within five (5) days of receipt of the Step Three answer, appeal the grievance in writing to the Superintendent. If no answer was rendered within the time provided in Step Three, the Association shall transmit the appeal within five (5) days following the date the Step Three answer was due. The written appeal shall specify the issues involved and the position of the Association. The Superintendent or his/her designee, together with another representative of the District, shall, within five (5) days following receipt of the Step Four appeal, meet with two representatives of the Association. At the request of either party, the employee(s) may be present. The Superintendent or his/her designee shall answer the grievance in writing within five (5) days of the conclusion of the Step Four meeting, with copies to the Local Association President.

- C. Days and Time Limits: The term "days" when used in this article shall mean workdays Monday through Friday excluding observed District holidays or Act of God Days. Any grievance not processed within the applicable time limits (including dates for filing the grievance initially) and not advanced to the next step within the applicable time limits, shall be deemed abandoned. Time limits may be extended through written mutual agreement of the District and the Association, then the new date shall prevail.

D. Back Wages:

- a. The District shall not be required to pay back wages prior to the date a written grievance is filed.
- b. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate. Any settlement of back pay claim shall not exceed the amount of wages the employee would otherwise have earned from his/her employment with the District, less any unemployment compensation paid by the District during the time he/she is off work unless the employee is obligated to repay the unemployment compensation and does, in fact, repay it.
- c. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance unless such grievance has been designated as a representative grievance by mutual written agreement by the parties.

- E. If an employee shall be found to have been improperly disciplined, said employee shall have his/her record cleared of any reference to the action unless otherwise provided in the finding.



- F. Grievances arising under this Article shall be processed during non-work hours unless otherwise mutually agreeable. An employee who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.
- G. If a grievance involves more than one (1) employee, one (1) member of the group may file the grievance at Step Three of the Grievance Procedure, if the grievance names all the employees involved and is signed by all involved.
- H. Any agreement reached by the District and the Association is binding on all employees affected and cannot be changed by any individual.
- I. In the event an employee is given a disciplinary suspension of five (5) days or more or is discharged, the employee may file a written grievance within five (5) workdays of the suspension or discharge at Step Four of the Grievance Procedure.
- J. Any grievance which arose prior to the effective date of this initial Agreement shall not be processed.
- K. Any claim or complaint for which there is another specific forum established by law shall not be processed beyond Step Four of the Grievance Procedure. Furthermore, in the event an employee elects to pursue a legal or statutory remedy, such election shall bar any further or subsequent proceedings for relief under the Grievance Procedure.

## ARTICLE VIII – ARBITRATION

- A. If a grievance is not resolved in Step Four of the Grievance Procedure, Article VII, and if it involves an alleged violation of a specific article and/or section of the Agreement which is subject to arbitration, either party may, at its option, submit the grievance to arbitration by written notice delivered to the other party (i.e., Superintendent or Local Association President) as the case may be, ten (10) days after receipt of the Superintendent's answer in Step B, subsection d of Article VII. The written notice shall state the issue involved, the position of the party filing for arbitration, and the relief requested. If no such notice is given within the ten (10) day period, or if the matter is not otherwise timely, or if the matter is not subject to arbitration, the District's answer shall be final and binding on the Association, the employee(s) involved and the District.
- B. Following receipt of the notice to arbitrate, the Association and the District shall confer at a mutually agreeable time to select an Arbitrator. If an Arbitrator is not selected within ten (10) work days following receipt of the written notice, either the Association or the District may, within the next five (5) work days, apply in writing to the American Arbitration Association for appointment of an arbitrator under its rules, with a copy to the other side. It is agreed that no more than one grievance may be submitted to the same Arbitrator at the same time unless otherwise mutually agreed in writing.
- C. The Jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific article and/or section of this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the arbitrator shall proceed to decide such issue of arbitrability, including giving both sides the opportunity to file post-hearing briefs, before proceeding to hear the case upon the merits. If the grievance concerns matter not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.
- D. Powers of the Arbitrator: The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. The Arbitrator shall have no power to establish wage scales. The Arbitrator shall have no power to change any practice, policy or rule of the District, nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy or rule. The Arbitrator's power shall be limited to deciding whether the District has violated the specific article and section alleged in the grievance. The Arbitrator shall not imply obligations or conditions binding upon the District from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District. The Arbitrator shall have no power to substitute his/her discretion for the District. The Arbitrator shall have no power to substitute his/her discretion for the District in cases where the District is given discretion by this Agreement. The Arbitrator shall not rule on any matter involving employee evaluations. The Arbitrator shall have no power to interpret any state or federal law or state or federal administrative rule or regulation.
- E. At the time of the arbitration hearing, both the District and the Association shall have the right to examine and cross-examine witnesses. Upon request of either the District, or the Association, or the Arbitrator, a transcript of the hearing shall be made and furnished the Arbitrator, with the District and the Association having an opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the District and the Association a reasonable opportunity to furnish briefs.
- F. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his/her travel expenses, and the cost of any room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.
- G. After a case has been appealed to the American Arbitration Association, it cannot be withdrawn except by mutual written agreement of the parties.
- H. The decision of the Arbitrator, if within the scope of his/her authority as set forth above, shall, subject to judicial review, be final and binding on both parties.
- I. Any grievance not appealed to arbitration prior to the expiration of this Agreement shall not be subject to arbitration but may be referred to negotiations by the moving party unless otherwise mutually agreed in writing.

## **ARTICLE IX – NO STRIKE CLAUSE**

- A. During the life of this Agreement, the Association shall not cause, authorize, sanction or condone, nor shall any member of the Association or any employee take part in, any strike, stay-in, slowdown, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, sympathy strike or other interference with the operations of the District, of any kind for any reason, including a labor dispute between the District and any other labor organization.

The Association shall not cause, authorize, sanction or condone, nor shall any member of the Association or any employee take part in any picketing of the District's buildings, offices or premises because of a labor dispute with the District arising under this Agreement, provided this section shall not be construed as restricting the Association's right to take lawful action in connection with negotiating future collective bargaining agreements.

- B. The Association agrees that it, and its officers, will take prompt affirmative action to prevent or stop unauthorized strikes, stay-ins, slowdowns, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work, sympathy strike or interference with the operations of the District. The Association further agrees that the District shall have the right to discipline, any or all employees who violate this Article and such action shall not be subject to the Grievance Procedure provision of this Agreement, except for the sole question as to whether or not the employee in question in fact violated this Article.
- C. In the event of a violation of this Article, the District shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief. In addition, in the event there is a concerted use of paid leave time, the District shall not be obligated to pay sick leave to any employee.
- D. During the life of this Agreement, the Association shall not cause or permit its members to cause, nor shall any employee in the bargaining unit engage in, any strike or restriction of work or refuse to perform their work because of a labor dispute between the District or any Company employed by the District and any other labor organization, whether or not the other labor organization establishes a picket line.

## **ARTICLE X - DISMISSALS**

- A. After completion of the probationary period, no employee shall be discharged or suspended without cause. Cause for discharge or suspension shall include, but is not limited to: misappropriation of funds, theft, assault, insubordination, being under the influence of alcohol or drugs, or drinking alcohol or taking prescribed drugs in excess of the proper dosage while on District premises, gambling or fighting while on District premises, abusive treatment of the public, illegal use of drugs or narcotics, intentional falsification of employment application or other District records, or for other misconduct which reflects adversely on the District or impairs the employee's ability to perform his/her job.
- B. The parties recognize the importance of maintaining a high standard of conduct among employees. When disciplinary measures are to be taken, they shall include, but not be limited to, the following:
  - a. Verbal Reprimand
  - b. Written Reprimand
  - c. Suspension
  - d. Discharge

It is understood that, based on the seriousness and nature of the offense, the employee's past record, and other applicable factors, discipline may be initiated at any step.

#### **ARTICLE XI - SPECIAL CONFERENCE**

Special conferences shall be arranged between the Association and the District or its designated representative upon the mutual agreement of the parties. Such meetings shall be between two (2) representatives of the Association and two (2) representatives of the District unless otherwise agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda unless otherwise mutually agreed. Conferences shall be held at mutually agreeable times and locations.

## ARTICLE XII - SENIORITY/LENGTH OF SERVICE

- A. Defined: Seniority shall be defined as length of cumulative service in Saline Area Schools from the employee's first day of work in his/her classification.
- B. Probationary Status: Employees shall be subject to a probationary period of sixty (60) workdays. During this time the District shall have the right to discharge, discipline, transfer or demote employees without regard to the provisions of this Agreement; and no grievance shall arise therefrom. Upon written request of the District, no later than the 45th calendar day of the probationary period, the Association may agree to extend the probationary period for an additional forty (40) days of work. Any benefits that the probationary employee would be eligible for on the first of the month after the 60<sup>th</sup> workday day will still be offered to the probationary employee. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
  - a. Probation and Layoff: Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. There shall be no requirement for the District to rehire or recall probationary employees.
  - b. When an employee is laid off from their position with the District and their recall rights have expired, the District will waive the probationary period should that employee be rehired to their former classification. It is understood that the employee's date of rehire would be the most recent date of hire by the District.
  - c. Identical Hire Dates: In situations where two (2) or more employees have the same seniority date, the District will conduct a lottery. The Association and bargaining unit members so affected will be notified in writing at least forty-eight (48) hours in advance of the date, place and time of the drawing. The drawing shall be conducted openly and at a time which will allow affected bargaining unit members and Association representatives to be present.
- C. Multiple Seniority Dates: All employees may hold more than one seniority date. The first shall reflect the most recent date of hire by the District. The others shall reflect the most recent date of District employment in one of the groups/classifications. If an employee moves from one group to another or from one classification to another, the seniority in the former group/classification shall be "frozen". Should the employee return to the former group/classification, he/she shall hold the previously "frozen" seniority.
- D. Seniority List: Prior to the signing of this Agreement, the District and the Association will initial an up-to-date seniority list. The District shall also post a copy of the seniority list on the designated bulletin boards. Any corrections therein must be requested in writing. The District shall continue to furnish the Association an up-to-date seniority list by October of each year. The District will notify the Association of new employees. In no event shall the District be required to pay back pay by reason of the correction of an error on such list.
- E. Lose Seniority: An employee shall be terminated and lose his/her seniority rights if he/she:
  - a. Resigns.
  - b. Is discharged and not reinstated.
  - c. Is laid-off for a period of two (2) years or length of his/her seniority, whichever is less. Recall rights shall commence on the first day that school is in session for less than 52- week employees. Recall rights shall commence for 52-week employees the day after they are laid off.
  - d. Fails to report for work following recall from layoff, as provided in Article XV,
  - e. Is absent for three (3) consecutive working days without notice to the District within said three (3) days, unless the District makes an exception. This provision shall not be construed to otherwise limit the District's right to discipline employees for failing to comply with the provisions of Article XV.
  - f. Fails to return from a leave of absence at the designated time.
  - g. Retires.
- F. It shall be the responsibility of each employee to notify the District in writing of any change of address or telephone number. The employee's address and telephone number as it appears on the District's records shall be conclusive when used in connection with the layoffs, recall or other notices to employees.
- G. Temporary Employee: A "temporary employee" is a person hired for a specific period of time of six (6) months or less and such an employee is not covered by the terms of this Agreement. A "regular employee" is an employee hired for an indefinite period of time or more than six months.

### **ARTICLE XIII – PROMOTIONS**

- A. A promotion is an appointment to a permanent job in a higher paying classification. A permanent job is one that is expected to continue for more than six (6) months. Permanent job vacancies or new jobs within the bargaining unit which are to be filled by the District with present bargaining unit members will be handled in the manner hereinafter outlined.
- B. Job Postings & Application: Permanent job vacancies will be posted on the District web site and bulletin boards for a period of five (5) workdays. A bargaining unit member desiring to apply for such a position shall notify the Human Resources office within the applicable time period. Employees may use the form provided in the back of this agreement if they wish. We encourage members to submit a letter of interest along with a resume. Employees on vacation or those working less than 52 weeks may file the form designating those promotional job(s) they desire to be considered for in the event a promotional opportunity arises during the summer.
- C. Consideration for Filling Vacancies: Consideration will be given to qualifications (including ability, prior training and experience, capacity to get along with others and employment record) and length of service with the District. Qualifications required for each vacancy shall be listed in respective job posting. These qualifications shall be equally applied to all applicants. If, in the District's judgment, there are two or more internal applicants who have equal qualifications, the applicant with the most seniority shall be given preference. The District's determination as to qualifications shall be conclusive.
- D. Trial Period: The employee selected for the promotion, shall be subject to a trial period for up to thirty (30) days of work on the job to determine the employee's ability to perform the job, provided, however, the District may disqualify said employee at any time after commencement of the trial period if the employee cannot perform the job. It is understood that an employee will be given reasonable assistance and training for the job. If the District disqualifies the employee, the District will advise the Association of the reason(s) for such employee's disqualification and the employee will be returned to his/her former classification. The employee shall have the opportunity at the employee's option, to revert back to his/her former classification any time within the first ten (10) working days of the trial period.
- E. New or Change in Classification: When a job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Association shall be notified in writing. The District will, after written notice to the Association, establish a rate for a period of thirty (30) days following the date of notification to the Association. During this period, the Association may request, in writing, a meeting with the District to review the temporary rate. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.
- F. Rate of Pay: The employee promoted to a higher paid classification shall receive the step on the new classification scale that is closest to, but at least twenty (20) cents more than, their current hourly rate of pay.
- G. Layoff from Positions Outside the ESP Unit: This item refers only to ESP employees who receive a promotion to another Saline Area Schools position outside the ESP bargaining Unit. If that employee is laid off from the non-bargaining unit position due to a reduction in force, the employee may exercise the seniority earned within the ESP bargaining unit to return to a job in their former ESP classification or group if there is a vacancy in the classification or group, under the following conditions:
  - a. The employee must not have resigned from Saline Area Schools between their ESP assignment and the lay-off from the non-bargaining unit position.
  - b. The employee is entitled to a vacant position, or a position filled by a probationary employee only, and may not use their seniority to displace an active ESP non-probationary employee.
  - c. The employee will be placed on the step of the salary scale that represents his/her seniority within the group or classification.



## ARTICLE XIV – TRANSFERS

### A. Voluntary Transfers:

- a. Maintaining current position but changing work location and/or shifts (Ex. Paraeducator requesting change of building): An employee who wishes to change work location or shift shall submit a written request and/or Request for Transfer or Promotion form to the Human Resources Department and to their Supervisor(s). This request will be on file for a period of one year from the date of filing. In making transfers, the District will give consideration to the wishes of the employee, and the best interests of the District. In most cases, the transfer request may be granted without a formal interview.
- b. Change within classification (ex. High School Secretary to Middle School Secretary): An employee who wishes to change jobs within a classification shall submit a written request and/or Request for Transfer or Promotion form to Human Resources Department and to their Supervisor(s). This request will be on file for a period of one year from the date of filing. In making transfers, the District will give consideration to the wishes of the employee, and the best interests of the District. We encourage members to submit a letter of interest along with a resume.
- c. Changing classifications (ex. Bus Driver to Custodian): An employee who wishes to change to a job in a different classification shall submit a written request and/or Request for Transfer or Promotion form to the Human Resources Department and to their Supervisors. This request will be on file for a period of one year from the date of filing. In making transfers, the District will give consideration to the wishes of the employee, and the best interests of the District. We encourage members to submit a letter of interest along with a resume. Please be aware that requesting a voluntary transfer may result in a lower hourly pay rate.

### B. Involuntary Transfers: The affected employee and the Association will be informed of an involuntary transfer at least five working days before it is effective except in emergency situations. Involuntarily transferred employees will be given the reason, as determined by the District, for the transfer. All involuntary transfers are subject to the grievance procedure. The following are some reasons and their respective rate of pay for Involuntary Transfers.

- a. Less than satisfactory performance in the present position or previously documented disciplinary action. The employee so transferred shall be placed on the step, which reflects their seniority.
- b. Continued presence in the present position would be injurious to the employee's health. The employee so transferred shall, if the transfer is to a lower classification, move to the lower pay step, (exception - temporary situations less than six (6) months in length where the employee shall retain their current rate of pay).
- c. Personal difficulties with other district employees, students or parents. If requested, such difficulties will be given to the employee in writing after a meeting with all parties. The employee so transferred shall, if the transfer is to a lower classification, retain his/her current rate of pay.
- d. To meet the District's work force needs, the District shall have the right to temporarily transfer employees from one classification to another for up to six (6) months, with reasons given upon request. The employee so transferred shall, if the transfer is to a lower classification, retain his/her current rate of pay. If the transfer is to a higher classification, the employee shall receive the step on the new classification scale that is closest to but at least twenty (20) cents more than their current hourly rate of pay for the length of the assignment.

## ARTICLE XV - LAYOFF AND RECALL

When it has been determined there is to be a reduction in the work force, beyond normal attrition of employees, due to such things as a shortage of funds; reduction of programs, or personnel; closing of buildings; and/or declining enrollment, the following procedures shall be followed:

For purposes of layoff and recall, the classifications within the nine groups listed below are listed from highest ranked to lowest ranked within each group.

**Group 1:** Transportation 1. Mechanics 2. Drivers 3. Monitors

**Group 2:** Building and Grounds

### Skilled Maintenance

1. Skilled Maintenance
2. Custodian

### Custodians

1. High School Lead
2. Middle School Lead
3. Elementary Lead
4. Custodians

### Buildings & Grounds

1. Lead Grounds
2. Grounds
3. Custodian

**Group 3:** Food Service

**Group 4:** Instructional Assistants: CTE Technicians, ELL and Literacy Tutors and Paraprofessionals

(All three classifications are considered the same level, thus employees from one classification do not have generic rights to bump into either other classification.)

**Group 5:** Office Assistants

A. Lay Off Order: Employees shall be laid-off as provided herein.

- a. Probationary employees within the affected classification shall be laid-off in inverse order provided the remaining seniority employees in the classification can perform the available work.
- b. After layoff of all probationary employees within the affected classification as provided above, seniority employees within the affected classification shall be laid off by classification according to the date of entry seniority in the designated classification(s), starting with the least senior, provided the remaining employees in the classification(s) can perform the available work.
- c. For the purpose of layoff and recall only, the President or Grievance Chair (Vice President) of the Association shall lead the seniority list for their respective classifications providing they can provide the available work within said classification.

B. Notice of Layoff: Under normal circumstances, no employee shall be laid-off pursuant to a reduction in the work force, unless said employee shall have been notified of said layoff, in writing, at least thirty (30) calendar days prior to the effective date of said layoff.

C. Seniority Defined:

- a. Group: Date of entry seniority in a group shall be defined as the most recent date appearing on the District's records indicating the date the employee began working in the group.
- b. Classification: Date of entry seniority in a classification shall be defined as the most recent date appearing on the District's records indicating the date the employee began working in the given classification.
- c. Previous Employment: It is expressly understood that seniority gained through previous employment in the District shall not apply, but only that seniority gained from the last permanent date of employment shall apply.
- d. Identical Hire Dates: In situations where two (2) or more employees have the same seniority date, the District will conduct a lottery. The Association and bargaining unit members so affected will be notified in writing at least forty-eight (48) hours in advance of the date, place and time of the drawing. The drawing shall be conducted openly and at a time, which will allow affected bargaining unit members and Association representatives to be present.

D. Replacement Rights (Also see Chart on the following page);

- a. Within Classification: If the layoff of an individual in a classification is necessitated by a reduction or elimination of a position, the affected individual shall be permitted to exercise his/her seniority rights to replace the least senior employee in the same classification (provided the laid-off employee has more seniority and can perform the available work). It is recognized that assignments to a specific position, location or building within a classification shall be at the discretion of the District.
- b. Outside Classification: When an employee is removed from a classification in any group as a result of layoff, the employee shall be allowed to apply his/her date of entry seniority in the group in the next lowest-ranked classification within the group (to which employee's seniority entitles the individual) provided the employee can perform the available work. The employee will remain on the same step, but on the lower classification.

- E. Reduction of Hours: In the event the District reduces an employee's regularly scheduled hours by more than 25%, the employee may displace the least senior employee within the classification to regain as close as possible the hours that were lost due to reduction. Such transfer of assignments is expressly conditioned upon both employees being qualified to assume the full responsibilities of the assignment to which they will be transferred. Qualified shall be defined as being able to assume the position without substantial re-training, and the ability to meet the minimum qualifications. If the Board of Education determines a reduction in hours is necessary, the local president of the Association shall be consulted

**Layoff and Displacement Chart**

What happens if your position is eliminated or you are displaced?

**SEE P. 60**

- F. Health Insurance: In the event an employee is laid off, the employer shall continue to provide, without additional cost to the employee, their current Health, Dental, Vision, and Life coverage for the said employee and his/her eligible dependents as defined by the Provider for the remainder of the month if the employee is laid off prior to the 20th day of the month. If the employee is laid off on the 20th day or later in any month, the employee shall receive the benefits of this paragraph for the subsequent month.
- G. Accepting alternate employment while on layoff:
- A laid off employee shall be given preference over a new hire for a position within the bargaining unit if the District determines that the laid off employee is fully qualified for the position in question. Qualified shall be defined as being able to assume the position without substantial retraining, and the ability to meet the minimum qualifications. It shall be the responsibility of the laid off employee to notify the District in writing of his/her desire to be considered for such a position. The employee will be treated the same as any new hire for placement on the salary scale.
  - For purposes of this section, an employee who has successfully completed sixty-five (65) days of work in a classification shall be deemed fully qualified for the classification or the group in those cases where there is only one classification in the group.
  - While on layoff, an employee may accept a position that is in any classification but will then continue to have their recall rights if a position becomes available in their original classification. An employee does not forfeit their recall rights by accepting a position in any other classification or outside employment.

- H. Temporary adjustments to the work force due to such things as breakdown of equipment, fire, acts of God, civil discords, or other conditions beyond the control of the District may be made without application to the provisions of this Article for a period not to exceed twenty (20) calendar days, unless the Association agrees otherwise. Implication of this provision may be delayed beyond the 20-day period at the request of the Association. However, once the Association requests implementation of this provision, the District shall have five (5) working days to comply.
- I. Recall and/or Restoration of Hours:
- a. Order of Recall: Employees shall be recalled in order of seniority, starting with the most senior, to the classification and group laid off from, in accordance with the provisions herein, provided they have the ability to perform the available work. This shall also include employees whose hours were reduced as a result of the reduction of force. They shall lead in the recall based on seniority to restore the employee to the amount of previously assigned hours that were lost as a result of reduction in force.
  - b. Length of Recall Rights: Laid off employees entitled to recall are eligible for recall for two years or the length of their employment, whichever is least. Recall rights shall commence the first day after they are laid off. Less than 52 week employees who are laid off the last regular workday of the school year shall have their recall rights commence on the first regularly scheduled workday of the next school year.
  - c. Notice of Recall: Shall be sent to the employee at their last known address by registered or certified mail. The recall notice shall state the time and date on which the employee is to report to work. It shall be the responsibility of each employee to notify the District, in writing, of any change in address and keep the District informed, in writing, as to where the individual may be contacted in the event of recall. The employee's address, as it appears on the District's records, shall be conclusive when used in connection with layoffs, recall, or other notices to employees.
  - d. Response to recall: A recalled employee shall be given five (5) workdays from receipt of notice to report to work. The District may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. However, if the recall notice is returned by the Post Office as undeliverable, it is understood that the District has no further obligation under this provision. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which they are qualified shall forfeit their seniority rights.

## **ARTICLE XVI – LEADERS**

- A. An employee classified as a "Lead" is a member of the bargaining unit. The District shall, after consultation with the Association, determine the need for Leads in each group and the District shall have the responsibility for their selection and demotion. Duties of an employee classified as a Lead, in addition to their regular duties, may include:
  - a. Responsibility for the delegation of work to be performed and the training and instruction of other employees in the appropriate group.
  - b. Responsibility for providing advice on correcting difficulties encountered by employees in the group. In group Two Leads will also be responsible for maintenance and repair work.
- B. A Lead shall have no authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or assume any other supervisor responsibility of management.

## **ARTICLE XVII – ATTENDANCE**

- A. Employees are expected to report to work on time and to observe working hours that have been established.
- B. Notification of Absence: In recognition of the difficulties imposed upon the District through failure of employees to comply with working schedules, employees shall make prior arrangements with their designated supervisor whenever they expect to be absent from work.
  - a. Day shift employees must notify their supervisor (or designated representative) at least three (3) hours before their work day begins and report their absence together with the reason for the absence and the intended date of return. Afternoon-shift employees must call their supervisor by 12:00 noon.
  - b. Employees who fail to comply with this provision will be considered to be absent without pay for the day (or portion thereof) in question. It is understood that emergency circumstances may arise when it is not possible to comply with the notification provision.
  - c. In the event an employee reports late for work without having properly notified their immediate supervisor the employee may be sent home without pay for the day if other arrangements have been made to cover the employee's work.

## **ARTICLE XVIII - HOURS OF WORK**

- A. The District retains the right to schedule the work hours and work days and work year of employees according to the needs of the school system. It is also understood that such things as District finances, labor disputes, energy crisis, governmental regulations and emergencies may arise which can require changes in work schedules once the school year is underway.

In the event the District reduces an employee's regularly scheduled hours by more than 25%, you have the right to displace the least senior employee within your classification to regain as close as possible the hours that were lost due to reduction. Such transfer of assignments is expressly conditioned upon both employees being qualified to assume the full responsibilities of the assignment to which they will be transferred. Qualified shall be defined as being able to assume the position without substantial re-training, and the ability to meet the minimum qualifications.

- B. If the Board of Education determines a reduction in hours is necessary, the local President of the Association shall be consulted. Based upon an employee's most recent date of hire and regularly scheduled hours (including extra hours for overtime, special assignments, training, etc.), the district shall provide health, dental, and vision, and long-term disability coverage, provided it does not exceed the collectively bargained District-provided contribution.

In the event an employee is laid off, the employer shall continue to provide, without additional cost to the employee, their current Health, Dental, Vision, and Life coverage for the said employee and his/her eligible dependents as defined by the Provider for the remainder of the month if the employee is laid off prior to the 20th day of the month. If the employee is laid off on the 20th day or later in any month, the employees shall receive the benefits of this paragraph for the subsequent month.

- C. Overtime: Time and one-half (1-1/2) shall be paid for all authorized hours worked in excess of forty (40) hours in any one work week with holidays and previously scheduled days off, (scheduled before the start of the overtime work week) counting toward hours worked. Double-time shall be paid for all authorized hours worked on Sunday and on designated holidays herein (in addition to holiday pay) regardless of whether or not 40 regular hours had been worked the previous week. Hours computed for overtime rates under one provision shall not be counted as hours worked in determining overtime under the same or any other provision, and there shall be no pyramiding of overtime.
- D. New Shift: In the event the District establishes a new shift (excluding the current second shift in the custodial area) with a starting time between 3:00 p.m. and 4:00 a.m. or establishes a swing shift requiring Saturday or Sunday as a regular workday, the District will notify the Association and, upon request, negotiate the applicable premium, if any.



## **ARTICLE XIX - SCHOOL CANCELLATIONS**

- A. Reporting to work: In the event school is canceled due to weather, power failure, or any such cause beyond the control of the employee, the employee shall not report to work unless required or permitted by their supervisor. Should an employee be required to report to work on a day the district is closed due to weather, the employee shall receive a stipend of \$50.00 in addition to their regular rate of pay for that day.
- B. Instructional Days "Excused" by the State: This provision is currently based upon the state requirement for districts to provide 1098 instructional hours each year, thirty (30) of which may be excused if cancelled due to unforeseen circumstances. If the state requirements change, this provision will be modified to follow the new state requirements. Only employees whose supervisors require them, shall report to work.

Employees not required to report for work on days excused by the state, who otherwise would have been scheduled to work but for the school cancellation, (specifically bus drivers, certified program assistants, bus monitors, food / mail, food managers, cooks, food service assistants, secretaries, clerks, coordinators and paraeducators) shall be paid for their regularly scheduled hours. Employees who are required by their supervisors to report to work on days excused by the state, may elect to use personal business or vacation days, (if available) however those hours shall not count toward 40 with regard to overtime. Additionally, it shall be known that if personal business is used to cover snow days, requests to convert sick days into additional personal business days will not be approved. If night activities are scheduled for an evening when school is cancelled, all of the night custodians for the building which the activity is taking place shall be called into work with a determination made by 1:00 PM.

Employees who report to work on days excused by the state shall be compensated at their normal hourly rate. Overtime shall be calculated and paid as otherwise provided in this Agreement.

- C. Sick, Personal and Vacation days: An employee who had a previously scheduled sick leave, personal business or vacation day on an "excused" school cancellation day will be charged for the day.
- D. Instructional Days Not "Excused" by the State: Employees required/permitted by their supervisor to report to work will be paid for the hours worked. No compensatory time shall be earned due to school cancellation. Employees not required/permitted to report to work will not be paid, unless they elect to use a vacation day or personal day (notification requirement will be waived). Sick days may not be used by employees not required to report to work in order to be paid on an "unexcused" school cancellation day, unless the employee was already on a long-term sick leave, defined as 10 or more consecutive sick days.
- E. Cancellations on Non-Student Days: When weather, power failures or other unforeseen circumstances cause one or more buildings to be closed on a scheduled work day during the summer or school breaks (when students are not scheduled to report to school) 52-week employees in that building(s) who are not permitted to work shall not be paid for their regularly scheduled hours on that particular day. Overtime shall be calculated and paid as otherwise provided in this Agreement.

## ARTICLE XX - GENERAL WORKING CONDITIONS

- A. Safety: The District recognizes its responsibility to make reasonable provisions for the health and safety of its employees during hours of their employment. Employees likewise recognize their responsibility to utilize all protective devices provided by the District and to observe all District safety rules. Employees should promptly report any unsafe practice, condition or fire hazard to their supervisor.
- B. Student Medications shall be administered and dispensed in accordance with existing District policy. Policy books will be provided in an accessible location for all schools.
- C. Uniforms: The District shall continue to provide uniforms or smocks to the following employee groups as indicated below. Receipts are required for reimbursement.
  - a. Buildings and Grounds and Bus Mechanics - \$250 per year uniform / shoe allowance. For grounds employees, the District shall provide reimbursement up to \$250 per year for shoes, shirts, pants, jackets, coats, etc. Newly hired grounds employees shall be reimbursed up to \$500 in their 1<sup>st</sup> year of employment. Should a newly hired grounds employee terminate employment (for any reason) prior to the one-year anniversary date of their hire, \$200 shall be deducted from their final paycheck.
  - b. Paraprofessional / Health Care – If required to be in pool with student, the District will reimburse up to \$75 per year for swimwear or pool accessories per supervisory approval
  - c. Food Service – Shoe (non-slip) / Hairnets / shoe inserts / pants: \$200 per year. The District will provide five (5) new shirts. Pants worn to work must be below the knee, free from holes and either chino-type or denim.

Individual employees' paid receipts and/or proof of purchase may only be processed one time a year. Annual deadline for reimbursement is March 30. If receipts total less than the annual maximum allowance are submitted by the employee for reimbursement no further reimbursements will be issued in that school year.

It shall be mandatory for employees provided with uniforms to wear them whenever regularly scheduled to work. Employees who terminate their employment must return the uniforms or agree to have the cost of the uniforms deducted from their final pay. This does not apply to uniforms more than one (1) year old.

- D. Mileage Reimbursement: Employees required and authorized in the course of their work to drive personal automobiles shall be reimbursed for actual mileage on the basis of the applicable IRS reimbursement rate per mile. Mileage shall be turned in monthly and must be approved by the immediate supervisor.
- E. Evaluation: A committee composed of at least two (2) representatives each of the Administration and Union, shall organize a program of evaluation for probationary and seniority employees which shall be directed toward helping the employee succeed in his/her respective assignment. This committee shall also review the Performance Appraisal Evaluation Forms and make necessary changes at least every two years.
  - a. Evaluations shall be completed by the end of the current school year. Failure to evaluate as stated shall presume satisfactory in all categories.
  - b. The appropriate administrator or supervisor shall be responsible for the evaluation of each employee. Prior to the scheduling of Employee evaluations, a "pre-evaluation conference" shall be held to discuss the evaluation form and procedures.
  - c. If a seniority employee is formally evaluated in writing by a Supervisor, the evaluation report shall be shown to the employee and signed by the employee if it is acceptable to him/her. If the employee does not agree with the evaluation, the employee will be only required to initial it as evidence of having seen or read the evaluation report. In addition, space shall be provided on evaluation sheets for an employee's comments; however, it is understood that such a written evaluation itself is designated to improve employee performance and will not be used as formal discipline and therefore shall not be subject to the Grievance Procedure.
- F. Principal's Absence: Each school shall post a notice of those individuals who are in charge in the absence of the building principal.
- G. Tools: Employees shall not be required to bring in their personal tools or equipment to perform work for the District with the exception of the bus garage mechanic who will use his personal hand tools.
- H. TB Test & Physicals: Employees shall continue to be eligible to participate in the tuberculin skin test clinic arranged by the District on the same basis as other employees of the District. The District shall continue its practice of paying for the Bus Drivers' annual physical.
- I. Alcohol and Drug Testing: All employees who operate Saline Area Schools motorized vehicles, (school busses, Hornet van, Young Adult vans, Liberty Club vans, Drivers Education vehicles, Crew team truck, Gators, Bobcats, etc.) shall be required to submit to and pass all physical examinations required by state or federal laws, including testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 49 USC x 431, and its implementing regulations. Please refer to the

Drivers Handbook for procedural guidelines for drug and alcohol testing. All costs associated with random testing will continue to be covered by the District. All employees will be included in the same random testing group.

- J. Reimburse Licensing Costs: The District will reimburse bus drivers and other employees required to possess a Commercial Driver's License, (CDL), employees required to possess a Chauffeur's License, and food service employees for the cost of the licenses required for employment, excluding the cost of the operator's license. The District shall compensate the employee \$30.00 for time spent at the Secretary of State registering your DOT card. Renewal of the operator's license is not reimbursable.
- K. Fitness for Duty: The District may at its discretion require that employees submit to physical and medical tests and examinations of a District-appointed doctor when such tests and examinations are considered necessary in maintaining a capable work force, or employee health or safety, provided, however, that the District will pay the cost of such tests and examinations, and provided further, that the Association is notified of the action. In the event a dispute arises as to an employee's physical and medical ability to perform his/her work based upon a medical examination pursuant to this section, the parties shall obtain an opinion from a specialist at the University of Michigan Medical Center; St. Joseph Hospital, Ann Arbor; or Ford Hospital in Detroit. The parties shall share the cost of said examination. All doctors' statements submitted pursuant to this Agreement shall contain the following information:
  - a. Date treated by doctor
  - b. Diagnosis
  - c. Whether or not the employee may return to work
  - d. Date employee may return to work.

Said doctors' slips shall be presented to the District upon the employee's return to work from the absence or disability in question.

- L. Mandatory meetings for the purpose of in-service training shall be paid at the regular hourly rate.

## **ARTICLE XXI - WORKING CONDITIONS BY GROUP**

### **GROUP 1: TRANSPORTATION**

#### **A. Other Bus Driver Pay Rates:**

- a. Breakdown time shall be paid at the drivers' or monitors' regular hourly rate.
- b. If a driver is asked to monitor a mid-day route in an emergency situation, the driver shall be paid at their individual driver rate of pay.
- c. Once the initial bid process is complete, a list of routes with drivers names and approximate hours per week shall be posted and updated at the beginning of each subsequent trimester.
- d. Mandatory Bus Driver/Bus Monitor Meetings; When the Transportation Supervisor calls a mandatory meeting for bus drivers (and bus monitors, if needed) for the purpose of reviewing policies, setting or bidding routes, or addressing general business for that department, the drivers (and monitors, if required to attend) will be paid for the time they attend at their hourly rate.
- e. Driver trainers are to be certified, (designated by having successfully passed the "train the trainer" course) and shall be selected by the Director of Operations or their designee. Trainers are to be paid at the top of the scale plus \$1.00 per hour whenever training a new driver.
  - i. Special education training is not governed by this provision as training may be provided by or in consultation with case managers, PT, OT, or other special education staff.
  - ii. A training checklist shall be developed and maintained with collaboration between the operations management and the drivers council.
- f. The regular hourly rate shall be paid for the following services in the Transportation Department.
  - i. Training New Drivers (Unlicensed or those missing specific certifications) - wages earned by new drivers while training shall be held in abeyance by the District and paid out as follows:
    1. 20% upon successful completion and passage of the certification test
    2. 30% upon successful completion of probation or a substitutes 60<sup>th</sup> day of work
    3. Remaining 50% upon completion of one (1) calendar year of service with Saline Area Schools for compensation earned during the training period.
  - ii. Secretarial/Clerical Assistance
  - iii. Drug/Alcohol Testing
  - iv. Driver Individual Route Mapping/Phoning

#### **B. Field Trips:**

- a. Trips will be assigned based upon a combination of seniority and availability of hours, (in the attempt not to exceed 40) to those who are on the trip list, provided the District reserves the right to assign a driver in the event a sufficient number of employees are not available from the list. Employees may have their names added to the list at any time. Employees may have their names removed from the list by mutual agreement.
- b. When possible, all field trips shall be posted for at least 24 hours. However, if notification is less than 24 hours, every effort will be made to notify the drivers of the field trip by voicemail and/or by radio contact.
- c. It shall be the policy of the District to require at least one (1) adult chaperone on a bus for all field trips.
- d. The District reserves the right to reassign trips as needed to ensure the safe delivery of students to and from school. If a trip is scheduled to depart or return during the A or B run, (AM or PM) and in the event a sufficient number of drivers are not available, the District has the right to reassign drivers or explore other options as needed for trips to ensure the safe transportation of students to and from school. The District will make every effort to assign Saline Area Schools bus drivers whenever possible and allow the assigned driver to complete the trip after they have completed their route.
- e. All Sunday and Holiday field trips are awarded by seniority only.
- f. Field trips that are less than one (1) hour of drive time will be paid one (1) full hour of drive time.
- g. If a trip is cancelled within 30 minutes of departure and the driver has made a separate trip to the District as determined by the District designee, the driver shall be paid one (1) hour of drive time.
- h. Bus drivers shall be paid their regular hourly rate when driving trips and must remain on-site at all times with the group or team they transported.

#### **C. Athletic Trips: all athletic trips that require transportation by bus shall be driven by regular bus drivers, provided the trip does not interfere with the ability of the driver to drive their regularly scheduled run.**

- a. All sports teams shall be posted.
- b. All varsity sports teams shall be assigned based upon a combination of seniority and availability of hours (in the attempt not to exceed 40) to those who have signed the posting. The District reserves the right to assign a driver in the

event a sufficient number of drivers are not available after signing the list. Drivers may have their name added to the list at any time. Drivers may have their names removed from the list by mutual agreement.

- c. A driver shall be prepared and must commit in writing via the posting to drive ALL known assigned dates for that team.
  - d. If a driver gives up their assigned team for the season, the driver will be dropped down to the bottom below the sub list for the remainder of that season.
  - e. Teachers or coaches will only drive teams or trips when regular drivers are unavailable or when having a regular driver take the team or trip will compromise the District's ability to transport students to and from school.
    - i. If a sport is a participant funded sport, alternative methods of transportation may be used. Coaches, participants or parent transportation services may be used with the assistance of SAS vehicles, (such as the Hornet Van) when the driver is qualified.
    - ii. This provision will be utilized when the number of drivers is such that the District's ability to fill routes and staff the office and garage are compromised.
  - f. Bus drivers shall be paid their regular hourly rate when driving trips and must remain on-site at all times with the group or team they transported.
- D. Timed Route: For purposes of determining hours worked on a daily basis and establishing eligibility for benefits, employees in Group One will have the timed route time for their assigned runs combined with an additional twenty (20) minutes per day in consideration for normal start-up time including gassing up the bus, and normal cleanup time at the end of the day and waiting time.
- E. Sick Days: If a bus driver or monitor is taking a sick or personal day, the employee will be paid for all regularly scheduled runs. Field trips do not qualify for this.
- F. Bus Driver and Monitor assignments: Within three to four weeks prior to the first day of each school year, the Director shall call a general meeting for all bus drivers at which time all routes/runs will be open for bid and assigned on the basis of seniority. If an employee fails to appear at the aforementioned general meeting, he/she shall be ineligible to take part in the bidding process, and shall be subject to assignment by the Director of Transportation. Exceptions to this procedure may be allowed only at times when it can be proven that circumstances beyond the employee's control prevent his/her attendance; i.e., illness/death in the family, in which case prior notification must be given. In such cases, the employee shall be considered to be entering a bid for his/her previous year's route, if it is available.
- G. Vacation Days: See Article XXIX, Section G.
- H. Cleaning Supplies: The District will supply each driver with the reasonable and necessary cleaning supplies required to properly clean his/her bus.
- I. Mid-Day Runs: Separate pre-trip pay will be made for bus drivers for Mid-Day Runs as pre-trip inspections are required by law for the runs.
- J. Bus Monitors: Any bus route with a regularly scheduled Bus Monitor must not leave the bus lot to pick up students without a Monitor or a substitute unless approved by the director of transportation for the safety of student.
- K. Tool Allowance: Each Mechanic shall be paid an annual tool allowance of \$500.00 to compensate him/her for wear, tear, damage and depreciation to his own personal tools. This allowance is paid in recognition of the fact that Mechanics are required, as a condition of employment, to provide their own basic tool set. The allowance shall be paid in equal increments at the beginning of each semester.
- L. Mechanics and Coordinator driving a bus:
- a. Mechanics Driving Bus: The District will pay Bus Mechanics at their regular Mechanics' rate when requested to drive a bus route. When asked to drive a field trip, the Bus Mechanic will be paid the regular Mechanics rate with down time being the same rate as the bus driver's pay.
  - b. Transportation Coordinator Driving A Bus: The District will pay the Transportation Coordinator on his/her current step as a Coordinator using the Bus Driver pay scale when requested to drive a bus route. When asked to drive a field trip, the Transportation Coordinator also receives their current step on the Bus Driver pay scale with down time being the same rate as the Bus Driver's pay.
- M. Mechanics Breaks and Lunch:
- a. Breaks: Mechanics who work eight (8) hour shifts shall be scheduled with a fifteen (15) minute break in the first half of the shift and a fifteen (15) minute break in the second half of the shift. It is understood that there may be occasions when the workload may not permit such a break.
  - b. Lunch: Mechanics working more than four (4) hours per day shall be scheduled with an unpaid lunch period of between thirty (30) and sixty (60) minutes, as determined by the District.
  - c. Mechanics Uniforms: The District shall continue to provide uniforms and/or reimbursement up to \$200 per year for shoes, shirts, pants, and/or smocks.



- N. Interschool Mail / Food Delivery: The person who delivers the interoffice mail and food must be a Saline Area Schools employee. The person will hold a current chauffeur's license and reimbursement for the license shall be provided by the District. This individual shall be paid at the rate specified by the Salary Schedule of this collective bargaining agreement.
- O. Lead Mechanic: Shall earn an extra \$.75 per hour above the normal hourly wage.
- P. Referral Fee - an employee who refers a new bus driver to Saline Area Schools shall receive a \$250 bonus after the new employee completes their first six (6) months of employment and an additional \$250 bonus after the new employee completes their one (1) year anniversary. This is reportable income.

## **GROUP 2: BUILDINGS & GROUNDS**

### **B. Breaks and Lunch:**

- a. Breaks: Regular employees in Group 2 who work eight (8) hour shifts shall be scheduled with a fifteen (15) minute break in the first half of the shift and a fifteen (15) minute break in the second half of the shift. It is understood that there may be occasions when the workload may not permit such a break.
- b. Lunch: Regular, day-shift employees in Group 2 working more than four (4) hours per day shall be scheduled with an unpaid lunch period of between thirty (30) and sixty (60) minutes, as determined by the District. Afternoon shift employees shall be scheduled for a thirty (30) minute paid lunch period as part of their normal eight (8) hour shift in lieu of a shift premium, it being understood that they shall not leave the building premises during said thirty (30) minute lunch period. Third shift employees shall be scheduled for a thirty (30) minute paid lunch period as part of their normal eight (8) hour shift in addition to a shift premium, it being understood that they shall not leave the building premises during said thirty (30) minute lunch period.

- C. Subbing as Lead: Custodial employees who fill in for Lead positions shall be paid their regular hourly rate plus an additional \$2.50 for each hour they are required to perform Lead Custodian duties.
- D. Overtime hours shall be divided among the employees qualified to do the work within the individual building or grounds unit where overtime exists. Assignment of overtime shall be based on a comparison of accumulated overtime hours beginning July 1, and ending June 30, for each full-time employee. Overtime will be offered first to the employee with the least amount of accumulated overtime. When two or more employees have worked the same amount of overtime, the senior employee will be offered the overtime. When an employee refuses overtime, such overtime hours will be added to that individual's accumulated overtime hours. If all employees in the building/grounds unit refuse the overtime, the option shall go to the list of employees outside the building willing to work overtime.

Snow removal is part of the Grounds Unit's regular work. To provide additional assistance for snow removal, at the beginning of each year, employees outside the Grounds Unit will have the opportunity to sign up for snow removal overtime. Snow removal overtime will be offered first to the employee with the least amount of accumulated snow removal overtime. When two or more employees have worked the same amount of snow removal overtime, the employee with the least total accumulated overtime hours will be offered the overtime. Such overtime hours will be added to that individual's accumulated snow removal overtime hours. Snow removal overtime will be added to an employee's total accumulated overtime.

- E. Snow Removal Equipment: The employer reserves the right to require an employee to prove that he/she is physically and mechanically capable of safely and properly operating snow removal equipment.

### **F. Uniforms:**

- a. The District shall continue to provide uniforms and/or reimbursement up to \$200 per year for shoes, shirts, pants, and/or smocks.
- b. For grounds employees, the District shall provide reimbursement up to \$250 per year for shoes, shirts, pants, jackets, coats, etc. Newly hired grounds employees shall be reimbursed up to \$500 in their 1<sup>st</sup> year of employment. Should a newly hired grounds employee terminate employment (for any reason) prior to the one-year anniversary date of their hire, \$200 shall be deducted from their final paycheck.

### **G. Shift Premium:**

- a. Afternoon: Custodians working the afternoon shift receive a thirty (30) minute paid lunch period as part of their normal eight (8) hour shift in lieu of a shift premium.
- b. Third shift employees shall be scheduled for a thirty (30) minute paid lunch period as part of their normal eight (8) hour shift in addition to a \$.25 an hour shift premium for the hours worked on third shift. This premium will also be paid for vacation, sick and personal business days taken when the employee is scheduled to work third shift, as well as for holidays in which the employee works the third shift immediately before and after the holiday. Third shift premiums are not paid when an employee works an afternoon or day shift, and lunch hours are not paid when an employee works a day shift.

- H. Day Lead Custodians who are called in after hours or on weekends for building emergencies shall be paid a minimum of two (2) hours of overtime at time and ½.

### **GROUP 3: FOOD SERVICE EMPLOYEES**

- A. Food Service Certification: The District agrees to pay employees who have become certified food service persons on a program approved by the employer \$.50 more per hour upon completion of said program. Proof of completion must be submitted to the Human Resources Office. In addition, the District will reimburse employees for the cost of initial certification and recertification application fees.
- B. Lunch and Breaks: Regular employees in Group Four who work four (4) hours or more per day shall be scheduled for a twenty (20) minute paid lunch period as part of their scheduled day. Regular employees in Group Four scheduled to work five (5) hours or more per day will be scheduled with one (1) ten (10) minute break within their scheduled shift. It is understood that there may be occasions when the workload may not permit such a break.
- C. Subbing as Leads: Food Service employees who fill in for Lead positions shall be paid at the step on the Lead scale closest to but not less than their regular rate of pay, for each day they work in that position.
- D. Banquets and Extra Duty: Catering work will be distributed to bargaining unit members on a rotational basis, based upon a sign up sheet done bi-annually, and then on seniority and/or availability. The ESP employee in charge who works in the building where events are located will be given first priority; however, consideration will be given to the rotation schedule and all who indicate interest, regardless of building. If the event does not have enough Saline Area School employees interested in working, the Director of Food Service has the right to fill the positions needed with substitutes outside of the bargaining unit.

There will be consideration to equalize the catering hours between all who would be interested. However, some requirements for the job may make it necessary to use the most qualified ESP Food Service person for a particular event. The Director of Food Service will be the sole determination of what requirements are needed.

The base hourly rate for such work opportunities will be \$9.50 for the length of the contract. If transporting food is necessary with the catering event utilizing the district's vehicle, the driver will receive the \$9.50 an hour also. Substitutes will be paid the current substitute rate. If the Director or Office Assistant cannot lead the event, the person in charge would be paid the base hourly rate of \$13.50 for the length on the contract.

If the selection of employee for catering creates overtime work (i.e. a total of over 40 hours in a week for regular and catering) associated with the catering opportunity, then the next person in the rotation will be selected. There will only be one hourly rate for all catering work. Catering assignments will not be split to accommodate the overtime requirement without the approval of the Director of Food Service.

- E. Overtime: Employees who are unable to finish their assigned work in the regularly scheduled time period must obtain prior approval from their supervisor before they will be paid for any additional time. If the supervisor is unavailable, the administrator on duty in the Board of Education Office must grant prior approval.
- F. Uniforms: The District shall provide a total allowance of \$200 per person for non-slip footwear, hairnets, pants and shoe inserts. Pants worn to work must be below the knee, free from holes and either chino-type or denim. Employee shall provide a receipt specifying the item purchased in order to be reimbursed.
- G. Interschool Mail / Food Delivery: The person who delivers the interschool mail and food must be a Saline Area Schools employee. The person will hold a current Chauffeur's License and reimbursement for the license shall be provided by the District. This individual shall be paid at the rate specified in the Salary Schedule of this collective bargaining agreement.
- H. Concessions: Saline Area Schools food service employees shall have first priority for concessions. Opportunities for food service employees shall be provided on a monthly basis.

### **GROUP 4: INSTRUCTIONAL ASSISTANTS (ELL & Lit Tutors, Paraprofessionals, & Certified Program Assistants)**

- A. Lunch and Breaks: Group Five employees will be eligible for breaks and lunches as follows:
  - a. Regular employees who work 4 or more hours shall be eligible for a paid 15-minute break.
  - b. Any employee who works over six (6) hours shall be eligible for the paid 15 minute break, plus an unpaid 30-minute lunch.
- B. The administration and dispensing of all medication shall be in accordance with District Administrative Regulations and Medication Guideline Procedures set forth by Saline Area Schools.
- C. Swim suit: If required to be in pool with a student, the district will reimburse paraprofessionals up to \$75.00 per year for swimwear or pool accessories per supervisory approval.



## **GROUP 5: OFFICE ASSISTANTS**

- A. Breaks and Lunch:
  - a. Breaks: Employees who work 7.5 hours a day or more shall be scheduled with a fifteen (15) minute break in the first half of the shift and a fifteen (15) minute break in the second half of the shift. Employees working at least 4 hours but less than 7.5 hours shall be entitled to one 15-minute break. It is understood that there may be occasions when the workload may not permit such a break.
  - b. Lunch: An employee who works more than four (4) hours per day, is entitled to an unpaid lunch period of between thirty (30) and sixty (60) minutes, as determined by the District.
- B. Ten-month Secretaries will work their regular schedules on student half-days.
- C. The administration and dispensing of all medication shall be in accordance with District Administrative Regulations and Medication Guideline Procedures set forth by Saline Area Schools. Policy books will be provided in an accessible location for all schools.

## **ARTICLE XXII - SUBCONTRACTING**

It is understood that Michigan law does not permit subcontracting of support services to be a topic of bargaining in public education. However, it is the District's intent to notify the Association in advance of any plans to permanently remove bargaining-unit work regularly and normally performed by members of the bargaining unit through contracting or transferring work out of the unit.

The Association may file a written request for a special conference within five (5) workdays from receipt of the notification. The District shall meet with the Association within five (5) workdays of receipt of the written request to discuss the issue. It is understood that under normal conditions the District will not take any final action until after the special conference(s) has been concluded.

Under normal circumstances, supervisors shall not perform bargaining unit work if it will result in the termination or layoff of employment of a seniority member of the bargaining unit except that if technological change is involved, this provision shall not apply and the matter shall be subject to a special conference.

## ARTICLE XXIII - LEAVES OF ABSENCE

- A. Family & Medical Leaves/FMLA: The complete Saline Area School FMLA Administrative Regulations are available by contacting the Human Resources Department.
- a. FMLA Purpose: A leave of absence for up to 12 weeks\* may be granted under the federal requirements and limitations of the Family Medical Leave Act (FMLA) for the following
    - i. Birth of a child and in order to care for such child;
    - ii. The placement of the child with the employee for adoption or foster care;
    - iii. In order to care for an immediate family member (spouse, child, parent) of the employee if such family members has a serious health condition;
    - iv. For the employee's own serious health condition that makes the employee unable to perform the functions of his/her position;
    - v. For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
  - \*A leave of absence for up to 26 weeks may be granted under the federal requirements and limitations of the Family Medical Leave Act (FMLA) for the following: An employee who is a spouse, son, daughter, parent or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 work weeks of unpaid leave during a "single 12-month period" to care for the service member.
  - b. FMLA Qualifications: FMLA provides for the continuation of the employee's current health insurance benefits for the approved FMLA leave providing the employee meets the requirements of the law, including:
    - i. The employee has worked for the District for at least 12 months, and
    - ii. The employee has worked at least 1,250 hours over the previous 12 months.
  - c. FMLA Notice Requirement: An employee is required to give 30-days notice in the event of a foreseeable leave. A Request for Family/Medical Leave form should be completed by the employee and returned to the Human Resources office. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed Request for Family/Medical Leave form. If an employee fails to give 30-days notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides notice.
  - d. Paid & Unpaid Time:
    - i. The employee will be required to use accrued sick time for any part of a family/medical leave taken for reasons for which paid sick time is otherwise available under this Agreement. When sick days are exhausted, or when the leave is taken for reasons not covered under Sick Leave, the employee will be required to use accrued vacation time, if any, for all or part of an extended leave prior to taking unpaid days.
    - ii. For a family leave related to birth or adoption, an employee who gives birth is eligible to use sick days for any scheduled workdays within the six (6) calendar weeks immediately following delivery (8 weeks if it was a cesarean birth). After the six-week period (8 week if cesarean), the days are unpaid unless medical certification is presented which qualifies for use of additional sick days within the sick leave provisions of this agreement. Fathers and adoptive parents are eligible to use up to fifteen (15) paid family sick days per year.
  - e. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave.
  - f. Medical Certification: For leaves taken because of the employee's, or a covered family member's serious health condition, the employee must submit medical certification to the Human Resources Office within 15 days after the leave is requested, or as soon as reasonably possible.
  - g. Return to Work:
    - i. If the employee returns to work immediately following an approved FMLA leave (maximum 12-26 work weeks) he/she will be reinstated to his/her former position or an equivalent position with equivalent pay and benefits.
    - ii. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.
    - iii. If the employee fails to return following the approved FMLA (and has not been granted an extended leave in writing), in accordance with the Master Agreement and applicable laws, the employee will be reinstated to his/her same or similar position, only if it is available. If the employee's same or similar position is not available, the employee may be terminated.

- B. **Extended Health/Family Leave:** An employee who qualifies for a FMLA leave and who wishes to extend the leave beyond 12 weeks, shall upon written certification of a physician, be granted additional leave of absence without pay or fringe benefits for up to two (2) years or length of seniority, whichever is less.
- a. **Request for Leave:** An employee desiring an extended health/family leave must file a written request and a doctor's statement. The request shall include the projected date of return to work. Failure to file a leave request promptly will result in the employee being considered to have resigned, unless the employee was physically or mentally unable to file such a request.
  - b. **Use of Sick Days:** If the employee has accrued sick time that was not exhausted during the FMLA leave, and they qualify to use sick days as specified in the Article on Sick Leave, the employee may choose to use the days to continue pay and fringe benefits until sick leave is exhausted, or they may choose to freeze the days for access upon return to employment.
  - c. **Use of Vacation Days:** The employee will be required to use accrued vacation time, if any, for all or part of an extended leave prior to taking unpaid days.
  - d. **Return to Work:** Within ten (10) work days prior to the expiration of the leave, the employee shall notify the District in writing of his/her intent to return to work and accompany said notification with a written statement from the acting physician certifying the employee's fitness to fulfill his/her normal duties. Upon expiration of the leave, the employee will be returned to his/her former group/classification, providing his/her seniority so entitles him/her and the employee can perform the available work without significant retraining.
  - e. **Obtaining Other Employment while on Leave:** Any employee who obtains new employment while on a leave of absence shall automatically terminate their employment from the District effective on the date the leave of absence started, unless the employee was specifically granted permission to obtain other employment by the Superintendent or designee.
- C. **Personal Leave:** The District may grant a personal leave of absence other than covered herein, without pay or fringe benefits, to regular, seniority employees with one (1) or more years of service. Written request for such leave and extensions thereof must be submitted to the Human Resource Department and approved by the Assistant Superintendent of Human Resources or his/her designee, in writing prior to the start of the leave. For approved leaves of ninety (90) calendar days or less, seniority shall continue to be earned during the leave. For extended leaves greater than ninety (90) calendar days, seniority shall be frozen at the beginning of the leave. An employee on a personal leave greater than 90 days must inform the Human Resource Department 6 weeks prior to the end of the approved leave whether they plan to return to work. Failure to do so in writing will result in termination of employment with the district.

**Return from Leave:** Upon expiration of the leave, the employee will be returned to his/her former group/classification, providing his/her seniority so entitles him/her and the employee can perform the available work without significant retraining. If the employee's same or similar position is not available, or the employee cannot perform the work, the employee may be terminated. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

**Obtaining Other Employment while on Leave:** Any employee who obtains new employment while on a leave of absence shall automatically terminate their employment from the District effective on the date the leave of absence started, unless the employee was specifically granted permission to obtain other employment by the Superintendent or designee.

- D. **Military Leave:** An employee on military leave for service in the armed forces of the United States shall be reinstated upon completion of such service in accordance with the applicable laws.

## ARTICLE XXIV - SICK LEAVE

### A. Earning Sick Days:

#### a. Number Of Sick Days Earned:

- i. Twelve-month employees accrue a maximum of ten (10) per school year. Ten-month employees (including all paraprofessionals) accrue a maximum of eight (8) per school year.
- ii. Part-time: For those working less than an eight (8) hour day, a sick leave day taken shall be paid at the number of hours the employee was regularly scheduled to work on the day in question. Those employees who are regularly scheduled to work fewer than five (5) days per week will have their sick days prorated accordingly, i.e., those who work four (4) days per week will earn eighty percent (80%) of the full number of sick days.
- iii. Crediting Sick Days to Employee's Account: For purposes of this article, an employee must work at least ten (10) days in the month to be considered to have a month of service and qualify for a sick leave day for said month. Probationary employees will accumulate sick leave during their probationary period may receive and use a maximum of two (2) sick days during their probationary period. For accounting purposes, employees will be credited with their potential year's accumulation of days, (after completion of the probationary period) after the completion of the first day of work each year, (July or later) provided if the employee terminates employment during said year, he/she shall repay any unearned sick days used up to that point, hereby authorizing a payroll deduction for said reimbursement from his/her final check.

### B. Half Day (one-third day transportation only) Increments: Sick days may, at the discretion of the District, be used in half or one-third day increments. The calculation shall be made using the employee's regularly scheduled hours. For example, a four (4) hour employee who takes two (2) hours of sick leave shall submit .5 sick days. Likewise, the four (4) hour employee who takes four (4) hours of sick leave shall submit 1 full sick day.

### C. Reasons Sick Days may be Used: Sick leave shall be available for use for:

- a. Personal illness or injury (including a doctor's appointment), provided, however, the employee must have complied with the notification provisions set forth in this Agreement. Sick leave may be used in increments of one half (1/2) days.
- b. Illness in Immediate Family: A seniority employee may use up to five (5) of the employee's sick days per year chargeable against the employee's sick leave for illness in the employee's immediate family (father, mother, brother, sister, spouse, children, father-in-law, mother-in-law, grandchildren and grandparents). Under special circumstances the Assistant Superintendent of Human Resources may grant permission for a seniority employee to use up to (10) additional accrued sick days (total of 15 days) for illness in the immediate family. This could include circumstances in which the employee must provide direct care for the ill family member, or other extenuating circumstances. The employee shall submit a written request to the human resources office with a doctor's statement and other information as may be requested by administration.
- c. Bereavement: When death occurs in the immediate family of a seniority employee (immediate family shall be spouse, father, mother, children, brother, sister, father-in-law, mother-in-law, grandchildren or grandparents), the employee, upon request, will be allowed to use accumulated sick leave for any of the five (5) normally scheduled working days immediately following the death, provided the employee otherwise would have worked on said days. An employee may be granted additional time off without pay, upon approval of his/her supervisor and the Superintendent or his/her designee. Furthermore, days may be deducted from sick leave because of the death of persons not named in the list as approved by the Superintendent or his/her designee.
- d. Once each school year an employee may use one funeral day for a person who is not a member of the immediate family. Documentation of the services or death must be provided to the Human Resource department.

### D. Requirement for Doctor's Statement: To help reduce abuse of sick leave, after an employee has used seven (7) sick days, or in the event misuse/abuse is suspected, the District reserves the right to require a physician's statement. This provision shall not apply until the employee has been put on notice that he/she must comply with this provision for subsequent use of personal sick leave. Said physician's statement shall be at the employee's expense.

### E. Workers Compensation: All seniority employees who are collecting Worker's Compensation because of a work related injury may choose to receive the equivalent of a full payroll check during the compensable time off, as the employee will be paid a worker's compensation payment plus a proportional share of accumulated sick leave. The accumulated sick leave shall be reduced only by the prorated share of a sick day to make up the difference between the worker's comp payment and the regular payroll until the employee's accumulated sick leave is exhausted. An employee may choose not to reduce his/her accumulated sick leave by accepting the worker's compensation as payment in full during the compensable period.

### F. Converting Sick Days to Personal Business Days in Emergency: An emergency is defined as legal business or family business that cannot be conducted at other reasonable times. This provision allows for a maximum of six (6) additional personal business days during any 24 month period. In no case shall an employee take off more than five (5) consecutive school days or more than

five (5) days in one academic year.

If a seniority employee utilizes his/her three (3) personal business days prior to the end of the school year and an emergency arises, the seniority employee may trade up to twelve (12) of his/her accrued sick leave days for up to six (6) additional personal business days (i.e. 2 sick days equals 1 personal business day). The seniority employee must make written application to the appropriate principal/supervisor and the Assistant Superintendent of Human Resources at least two (2) weeks in advance of taking such days.

The Assistant Superintendent of Human Resources shall review the conversion request of sick days to personal days to determine if the situation qualifies as an emergency and shall render a decision in writing within five (5) days.

To ensure adequate staffing, the District reserves the right to deny use of personal business days if more than two (2) employees from the same building/or four (4) from the same department have already been granted personal business days for the same date(s). Days will be granted in the order they are received.

- G. Payment of Unused Sick Days Upon Retirement: Employees may qualify for a payout of unused sick days upon retirement. See the Article on Retirement Stipend for details.

## ARTICLE XXV - JURY DUTY

**Jury Duty:** A regular, seniority employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid an amount equal to the difference between the amount of wages (excluding any premiums) the employee would otherwise have earned by working the normal-scheduled straight-time hours for that day and the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses) for each day on which the employee reports for or performs jury duty provided the employee would have otherwise been scheduled to work for the District that day. The District's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) workdays in any calendar year. In order to receive payment, an employee must give the District prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or claims such payment. The District reserves the right to seek to get the employee excused from jury duty in order to work. An employee excused from jury duty prior to noon on any day, shall promptly report to work for the balance of that day.



## ARTICLE XXVI - PERSONAL BUSINESS DAYS

- A. All seniority employees shall be granted three (3) personal business days per year to be used for the employee's personal business. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal business day or days shall notify his/her supervisor at least one (1) week in advance, except in cases of emergency.
- B. Restrictions on Personal Business Days:
- a. To ensure adequate staffing, the District reserves the right to deny use of personal business days if more than two (2) employees from the same building/or four (4) from the same department have already been granted personal business days for the same date(s). Days will be granted in the order they are received.
  - b. An employee is not entitled to use personal business days as part of a vacation or holiday or couple personal business days with unpaid leave to extend a vacation or holiday.
  - c. Personal Business days may only be used before or after a holiday if they are approved at least two (2) weeks in advance (in writing, to the Assistant Superintendent of Human Resources) and if the reason falls into one of the special categories listed below:
    - i. You are observing a religious holiday.
    - ii. You or members of your family are to be in a wedding. You are to participate in rehearsal activities (for the wedding) and the wedding is scheduled over a holiday, i.e., Labor Day, Thanksgiving, etc. The District does not wish to penalize the employee because a wedding was planned over a holiday, and the employee had no control over the date.
    - iii. A parent or a close family member is scheduled to undergo surgery or a medical procedure; or a parent or close family member is being released from a medical facility on the day before or after a holiday.
    - iv. Your immediate family member is being given a special award in a ceremony or they are to participate in a special event that is planned before and/or after the holiday weekend (which the employee had no control over) and you must travel out of town.
    - v. Others, at the discretion of the Superintendent or his/her designee. *This provision may only be exercised one (1) time during any 36 month period.*
  - d. The use of personal business days shall be limited to Tuesdays, Wednesdays and Thursdays from spring break until the end of the school year for paraeducators and bus drivers / monitors except in cases of emergency.
- C. Half Day (one-third day transportation only) Increments: Personal business days may, at the discretion of the District, be used in half or one-third day increments.
- D. Converting Sick Days to Personal Business Days in Emergency: An emergency is defined as legal business or family business that cannot be conducted at other reasonable times. This provision allows for a maximum of six (6) additional personal business days during any 24 month period. In no case shall an employee take off more than five (5) consecutive school days or more than five (5) days in one academic year.

If a seniority employee utilizes his/her three (3) personal business days prior to the end of the school year and an emergency arises, the seniority employee may trade up to twelve (12) of his/her accrued sick leave days for up to six (6) additional personal business days (i.e. 2 sick days equals 1 personal business day). The seniority employee must make written application to the appropriate principal/supervisor and the Assistant Superintendent of Human Resources at least two (2) weeks in advance of taking such days.

The Assistant Superintendent of Human Resources shall review the conversion request of sick days to personal days to determine if the situation qualifies as an emergency and shall render a decision in writing within five (5) days.

- E. If a seniority employee utilizes his/her two personal business days prior to the end of the school year and an emergency arises, the seniority employee may trade up to four (4) of his/her accrued sick leave days for up to two (2) additional personal business days (i.e. 2 sick days equals 1 personal business day). The seniority employee must make written application to the appropriate Principal/Supervisor and the Assistant Superintendent of Human Resources at least two (2) weeks in advance of taking such days. The Assistant Superintendent of Human Resources shall review the request to convert sick days to personal days to determine if the situation qualifies as an emergency and shall render a decision in writing within five (5) days.
- F. To ensure adequate staffing, the District reserves the right to deny use of personal business days if more than two (2) employees from the same building/or four (4) from the same department have already been granted personal business days for the same date(s). Days will be granted in the order they are received.
- G. Seniority employees who qualify for personal business days shall have unused personal days added to sick leave accumulation.
- H. Seniority employees who qualify for personal business days and who have at least 30 days in their sick day accrual bank shall have the option of being paid \$50 for each unused personal business day at the end of each academic year.



## **ARTICLE XXVII - DAYS WITHOUT PAY**

Attendance is an important factor in the successful operation of Saline Area Schools and in maintaining continuity of the educational program. The Board of Education is vitally interested in the attendance of each employee and considers regular attendance an important criterion for satisfactory job performance and professional behavior.

- A. The privilege of District employment imposes on each employee the responsibility to be on the job, on time, every scheduled work day. This responsibility requires that the employee maintain good health standards, take intelligent precautions against accidents, both on and off the job, and manage personal affairs in order to satisfy District attendance requirements.
- B. Because of the high costs of absences and disrupted work schedules, days without pay for 10 month employees will not be approved. If a 10 month employee were to take a day off without pay, disciplinary action, (including but not limited to documented verbal reprimand, written reprimand or suspension without pay) may occur.
- C. To maintain employee physical and mental health and to maintain productivity of the employee, the District shall allow 52 week employees up to three (3) days without pay each year. These days must be requested at least two (2) weeks in advance. To ensure adequate staffing, the District reserves the right to deny use of personal business days if more than two (2) employees from the same building/or four (4) from the same department have already been granted without pay days for the same date(s). Days will be granted in the order they are received.

## **ARTICLE XXVIII - RETIREMENT STIPEND / SICK DAY PAYOUT**

The following Retirement Sick Day Pay-out Stipend will be in effect for the duration of this contract. This provision and the opportunity to receive the corresponding stipend expires and shall be null and void upon the expiration of the contract, (December 31, 2023).

- A. To be eligible for participation in this program, an employee must satisfy all of the following requirements:
  - a. Completion of fifteen (15) years of service in the Saline Area Schools (excluding periods of layoff and unpaid leave) immediately preceding their retirement and request to receive the stipend.
  - b. The employee must be employed with the Saline Area School District on the last work day prior to their retirement.
  - c. The employee must submit a written request to Human Resources at least 30 days prior to the intended date of retirement. A request to waive the 30 day notification may be made to the Superintendent or designee under extenuating or emergency circumstances.
  - d. The employee must be eligible, make application, and be accepted to receive retirement benefits from the Michigan Public School Employee Retirement System. The retiring employee shall furnish verification to the school district that he/she has qualified and retired through MPSERS.
- B. The maximum stipend for a Retirement Sick Day Payout is \$8,000. The stipend shall be figured by totaling the accumulated unused sick days and paying them at 50% of the employee's final average daily rate of pay at the time of retirement.
- C. It is understood and agreed that no monies paid under any of the foregoing provisions will be included in the recipient's wages for retirement purposes nor will the school District make any retirement contribution to the Michigan Public School Employees Retirement System on these monies.
- D. A written election to receive the retirement stipend shall be irrevocable once it is received by the administration. Exceptions may be granted in unique situations at the sole discretion of the administration and are not subject to grievance.
- E. Any section of a contract found contrary to law is automatically void. The creation of this opportunity to receive a supplemental retirement stipend is intended by the parties to act as an additional benefit for those employees who elect to voluntarily retire in order to receive benefits under the Michigan Public Schools Employees Retirement Act of 1979, MCLA 38.1301 et seq. The creation of this opportunity or institution of this stipend shall not in any way bind the parties or their successors to incorporate such feature in any successor collective bargaining agreement or to otherwise perpetuate the conditions outlined herein. In the event that this retirement stipend is found to be contrary to law during the term of its existence, this Agreement shall be immediately canceled. Employees who have previously elected to receive the stipend shall continue to be covered by these provisions to the extent permitted by law.
- F. The payment(s) under this retirement stipend program are in addition to whatever other compensation to which the retiring employee is otherwise entitled.

## ARTICLE XXIX - VACATION DAYS

- A. Vacation pay shall be based on the employee's regular straight-time base rate in effect at the time the vacation day is taken.
- B. Vacations will be granted at such times during the year as are suitable, considering the wishes of the employee and the efficient operation of the District, provided the decision of the District shall be final. For vacation requests of five (5) or more days, a minimum of two (2) weeks notice shall be required. For less than five (5) days, the number of days requested shall be the same amount of notice needed, (i.e. 3 days off requires a 3 day notice).
- C. A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each vacation year. A vacation may not be waived by an employee and extra pay received for work during that period.
- D. For purposes of computing vacations, an employee must work at least five (5) days in the month to be considered to have gained a month of service.
- E. Employees who are regularly scheduled to work fifty (50) weeks or more shall be placed on the regular vacation schedule. Regular, full-time, fifty-two (52) week employees shall earn credit toward vacation with pay in accordance with the following schedule. The vacation year shall be July 1 to July 31 of the following year. On July 1 of each year the employee earns vacation days based on the following seniority chart.
  - a. Less than 1 year: Up to 10 days prorated to the nearest whole day based upon hire date.
  - b. 1-4 years: 10 days
  - c. 5-10 years: 15 days
  - d. 11 or more years: 20 days.
- F. Vacation pay will be prorated for people who work 52 weeks, but not necessarily 5 days a week. The pay shall be computed on his/her daily hours for the entire school year per this Article, and pro-rated to determine the number of days/hours earned. Workdays to be counted for vacation could be cumulative, not necessarily consecutive.
- G. Less Than 52 Week Employees: An employee who does not qualify for vacation days under Section E (above) but works more than 208 days (forty-two (42) weeks) shall earn 1 vacation day for every five days worked beyond 203 days. Credit is not earned for less than five days. The employee must work the entire assigned hours of the day to qualify as a "day" toward earning vacation time. If the length of the days worked in the summer are not the same length as a typical scheduled day during the regular work year, the vacation days earned in the summer shall be pro rated to reflect the difference in hours. Example: An employee normally works 8 hours a day in the regular school year. During the summer, the employee works 10 days at 6 hours each. Credit of 2 days x 6 hours = 12 hours. Twelve hours divided by an 8 hour regular schedule = 1.5 vacation days.
- H. Employees must be an official employee of the District on July 1 to receive the vacation time earned in the previous fiscal year. An exception will be made for an employee who is eligible, makes application and is accepted to receive retirement benefits from the Michigan Public School Employee Retirement System (MPERS). If the retiring employee's last official date of employment is June 30, the employee may receive a payout for the vacation time earned through the fiscal year which would have otherwise been credited to the employee on July 1. This allows the employee to begin retirement benefits in July without forfeiting vacation time earned through a complete year. Retiring employees whose last official date of employment is June 29 or earlier, will not qualify for this option.
- I. Employees who have earned vacation time for the following year but because of the District's financial situation will be laid off as of June will be paid for the time earned. If the employee is recalled during that year and has already received compensation, they will not be eligible for any additional vacation time. They will, however, resume earning credit toward vacation with pay in accordance to Article XXIX, Section E.
- J. ESP employees may accept additional employment in any other District position that is not specifically covered under the ESP Collective Bargaining Agreement. It is understood that such work is not covered under any of the provisions of the ESP Agreement, and therefore such work may not be used to earn vacation time or other benefits under this Agreement. Examples: Community Education Latchkey, Recreation, or Enrichment employees (i.e., Paraprofessional who also works for summer latchkey or a Bus Driver who drives field trips for summer community education programs), substitutes in other groups (i.e., Bus Driver who also serves as a substitute custodian), athletic coaches, positions in other bargaining units: SEA, SASMA, SASAA, or other at-will positions. Paraprofessionals who work in the summer to provide classroom assistance to the ESY program (a special education program operated by a certified teacher, based on a student's IEP) shall be considered an extension of a Paraprofessional's assignment under this Agreement, and therefore shall earn vacation time as defined for Less than 52 Week employees.

## **ARTICLE XXX – HOLIDAYS**

- A. In order to qualify for holiday pay, an otherwise eligible employee must work all the scheduled hours on the last scheduled workday prior to and the next scheduled workday after such holiday or be on an authorized paid leave, and have seniority and have completed the probationary period on the last workday prior to the holiday. Paid leaves shall mean jury duty, vacation and funeral leave. In addition, absences due to illness are covered by sick leave. Employees on probation, leave of absence, layoff, workers compensation, etc., are not eligible for holiday pay.
- B. All employees' pay shall be calculated at the employee's straight time rate times the average hours normally scheduled to work on the day in question (not to exceed eight (8) hours).
- C. Holiday Calendar: Eligible employees shall receive holiday pay based on the length of their work year. There shall be two (2) categories of employees for purposes of calculating holiday eligibility. These categories are:
  - a. 52-week employees
  - b. Less than 52-week employees
- D. Less than 52-week employees shall be granted all holidays that fall within their regular work year. To be eligible for a holiday, the employee must be scheduled to work before the holiday(s) scheduled and after the holiday(s) scheduled as part of their regularly scheduled work year. For example, an employee whose regularly scheduled work year starts after Labor Day would not be granted holiday pay for that day.
- E. All employees who are required to work on a designated holiday, (see table below) shall have the option of (a) being paid for the holiday as well as double time for the hours worked, OR (b) having the holiday rescheduled and being paid double time for the hours worked.

**2022-23 to 2023-24 ESP Holiday Calendar**

<b>Holiday</b>	<b>2022-23</b>	<b>2023-24</b>	<b>&lt; 52 week</b>	<b>52 week</b>
<b>Independence Day</b>	<b>Jul. 1, 2022</b>	<b>Jul. 3, 2023</b>		<b>x</b>
	<b>Jul. 4, 2022</b>	<b>Jul. 4, 2023</b>		<b>x</b>
<b>Labor Day</b>	<b>Sep. 5, 2022</b>	<b>Sep. 4, 2023</b>	<b>x</b>	<b>x</b>
<b>Thanksgiving</b>	<b>Nov. 24, 2022</b>	<b>Nov. 23, 2023</b>	<b>x</b>	<b>x</b>
	<b>Nov. 25, 2022</b>	<b>Nov. 24, 2023</b>	<b>x</b>	<b>x</b>
<b>Winter Break</b>	<b>Dec. 23, 2022</b>	<b>Dec. 25, 2023</b>	<b>x</b>	<b>x</b>
	<b>Dec. 26, 2022</b>	<b>Dec. 26, 2023</b>	<b>x</b>	<b>x</b>
	<b>Dec. 30, 2022</b>	<b>Jan. 1, 2024</b>	<b>x</b>	<b>x</b>
	<b>Jan. 2, 2022</b>	<b>Jan. 2, 2024</b>	<b>x</b>	<b>x</b>
<b>Martin Luther King Day *</b>	<b>Jan. 16, 2023</b>	<b>Jan. 15, 2024</b>	<b>x</b>	<b>x</b>
<b>Great Patriots Day *</b>	<b>Feb. 20, 2023</b>	<b>Feb. 19, 2024</b>		<b>x</b>
<b>Good Friday *</b>	<b>Apr. 7, 2023</b>	<b>Mar. 29, 2024</b>	<b>x</b>	<b>x</b>
<b>Memorial Day</b>	<b>May 29, 2023</b>	<b>May 27, 2024</b>	<b>x</b>	<b>x</b>

## ARTICLE XXXI - BOARD PAID MEDICAL PLAN

- A. For the life of this agreement, the District shall pay the medical payments, less the employee contribution, in accordance with the provisions of this Article, to furnish MESSA paid medical payments for health care. Depending upon the plan selected by the employee, the employee shall contribute towards their board paid medical payments through payroll deductions. The employee contribution will apply to all employees that take Saline Area Schools board paid medical payments. Employee contributions will be calculated on an annual basis from January 1 to December 31. The deductions will be pre-tax contributions.
- B. Based upon an employee's most recent date of hire and regularly scheduled hours (not including extra hours for overtime, special assignments, training, etc.), the district shall provide a health plan for employees who regularly work 30 or more hours per week.
- a. Employees receiving a pro-rata share of their board paid medical payments must authorize a payroll deduction for the balance to continue coverage.
  - b. In computing hours worked for determining board paid medical payments above, total regularly scheduled hours worked in all classifications within the ESP Bargaining Unit will be used.
- C. In no case will the District provide benefits until the first of the month following completion of 60 workdays. If probation is extended beyond the 60 work days, (40 additional workdays is the maximum), the Board paid medical plan will still be available to the probationary employee on the first of the month following completion of their extended probationary period.
- D. The Board paid medical payments coverage listed above shall be discontinued on the day the employee's services are terminated; or on the day the employee begins an unpaid leave longer than 10 days (except as permitted under the Family and Medical Leave Act); or 30 days after the effective date of layoff. Employees have the opportunity to continue receiving Saline Area Schools benefits for up to eighteen months per COBRA only if the employee makes arrangements to maintain the group coverage by enrolling and paying the Saline Area Schools benefit rates in advance as arranged with the Benefits Coordinator.
- E. Coverage and benefits under the Saline Area Schools benefit plans are subject to terms and conditions contained in the contracts between the District and the carriers. The District reserves the right to select the carrier, to bid carriers and to change carriers, providing comparable coverage is provided. In the event the District considers becoming insured, the matter shall be subject to a special conference and guarantees shall be provided to assure coverage identical to the then existing coverage. No matter contained in this Article, except failure to pay the premiums, shall be subject to the Grievance Procedure.
- F. The District contribution for benefit premiums (including dental, vision and life) is as follows:
- a. Single = \$7,304.51 (\$1,000 of which is HSA)
  - b. Single + 1 = \$15,276.01 (\$2,000 of which is HSA)
  - c. Full Family = \$19,921.45 (\$2,000 of which is HSA)
- \* Employee pays the difference between the actual cost of the benefit plan the employee selects and the district contribution for the premium of that plan.
- G. Cash-in-Lieu – the district will pay \$7,500 cash-in-lieu for employees eligible for health care who opt out. In order to qualify, the employee must submit documentation of coverage through another provider during the annual open enrollment period. As long as the provider requires all benefit eligible employees to be in a PAK, an employee electing cash-in-lieu shall be responsible for purchasing at least single person PAK B benefits.
- H. The District provided HSA contribution: An employee who selects a HDHP, (PAK D ABC) and enrolls in an HSA, (health savings account) also receive a \$1,000 (single) or \$2,000 (single +1 or full family) district-provided HSA contribution. The District-provided contribution shall be paid in equal installments, (just as the employee premium share is deducted over equal installments). Employees who receive 26 pays shall receive the District-provided HSA contribution over 26 equal installments. Employees who receive fewer than 26 pays will have deductions and district provided benefits spread in equal installments over their pay schedule.
- \* If an employee or covered family member incurs deductible expenses in excess of \$500 beyond the current District-provided HSA contribution, the employee may request in writing that the District advance the District-provided HSA contribution to cover the expense. In no case shall the District-provided HSA contribution exceed the negotiated amount, (\$1,000 single or \$2,000 single +1 or full family). If an employee wishes to request advancement, the employee must provide documentation supporting the need for advancement.

## **ARTICLE XXXII - LIFE INSURANCE**

- A. Life: Regular employees scheduled to work 30 hours or more per week shall provided \$45,000.00 group term life insurance with an additional \$45,000.00 accidental death and dismemberment as a part of the benefit package. Regular employees scheduled to work 20-29 hours shall be provided \$10,000.00 group term life insurance, with an additional \$10,000.00 accidental death and dismemberment.
- B. In no case will the District provide benefits until the first of the month following completion of 60 workdays. If probation is extended beyond the 60 work days, (40 additional workdays is the maximum), the Board paid medical plan will still be available to the probationary employee on the first of the month following completion of their extended probationary period.
- C. The insurance coverage listed above shall be discontinued on the day the employee's services are terminated; or on the day the employee begins an unpaid leave longer than 10 days (except as permitted under the Family and Medical Leave Act); or 30 days after the effective date of layoff.
- D. Coverage and benefits under the above insurance plan is subject to the terms and conditions contained in the contract between the District and the carrier. Any rebates or refunds on premiums shall accrue to the District. The District reserves the right to select the carrier, to bid carriers and to change carriers, providing comparable coverage is provided. In the event the District considers becoming self-insured, the matter shall be subject to a special conference and guarantees shall be provided to assure coverage identical to the then existing coverage, unless otherwise agreed before any such action can be taken. No matter contained in this article, except failure to pay the premiums, shall be subject to the Grievance Procedure.

### **ARTICLE XXXIII - DENTAL & VISION PLAN**

- A. Dental: For the life of this Agreement, the District shall offer a dental and vision plan for employees who regularly work 30 or more hours per week. This Plan will be The Saline Area Schools Dental and Vision Plan and is a part of the benefit package.
- B. In no case will the District provide benefits until the first of the month following completion of 60 workdays. If probation is extended beyond the 60 work days, (40 additional workdays is the maximum), the Board paid medical plan will still be available to the probationary employee on the first of the month following completion of their extended probationary period.
- C. The Saline Area Schools Dental and Vision Plan shall be discontinued on the day the employee's services are terminated; or on the day the employee begins an unpaid leave longer than 10 days (except as permitted under the Family and Medical Leave Act).
- D. Coverage and benefits under the above Saline Area Schools dental and vision plan is subject to the terms and conditions contained in the contract between the District and the carrier. The District reserves the right to select the carrier, to bid carriers and to change carriers, providing comparable coverage is provided. In the event the District considers becoming insured, the matter shall be subject to a special conference and guarantees shall be provided to assure coverage identical to the then existing coverage. No matter contained in the article, except failure to pay the premiums, shall be subject to the Grievance Procedure.

#### **ARTICLE XXXIV - WAGES**

- A. Wage rates are shown in the Salary Schedule. It is understood that the designation of a classification is not intended to designate job content or to restrict work assignments. In the event an employee is on a leave of absence or laid off for half (1/2) or more of his/her scheduled work year, said employee shall not advance to the next step of the salary schedule similar to Section B below. It is further understood that the District shall have the right to grant outside experience at the time of employment not to exceed the third (3) year level, provided, however, the granting or not granting of experience credit shall not be subject to the Grievance Procedure.
- B. Steps: Movement to each step on the salary schedule shall take place on January 1st of each year based on the following criteria: if an employee is employed prior to July 1st, the employee shall move to the next step the following July 1st, provided, he/she has completed his/her probationary period; if the employee is hired after January 1st, the employee shall not move to the next step on July 1st, but must wait until July 1st of the succeeding year, and then moves annually each July as described above.
- C. Errors: The Association agrees that any error made by the administration in placing an employee on the proper step on the wage schedule shall be adjusted either for the benefit of the employee or the School District as soon as practicable after the error has been identified. However, no adjustment or correction shall be made on either the employee's or the District's behalf for any error identified after 24 months from the date of its first occurrence. The error will simply be corrected for future purposes. Any under-payment by the District shall promptly be recovered by the employee and the employee brought back to the correct step on the wage schedule. Any overpayment will be recovered by the school District in equal installments not to exceed six (6) months. The employee may pay in full in less than six (6) months at his/her option. Significant overpayments, in excess of five hundred dollars (\$500.00) or 50% of the affected employee's monthly net pay, will be repaid to the District in a period of not to exceed 18 months.
- D. Safe Schools Training: The District will schedule time for each employee group to complete the required Safe Schools training on-site annually.



**ESP SALARY SCALE**  
**2022-23 & 2023-24**

Step	Bus Driver	CTE Technician	Bus Monitor	Food / Mail	Custodians	Grounds	Skilled Maint.	Certified HVAC	Mechanic
1	\$18.00	\$20.75	\$14.50	\$14.50	\$14.00	\$16.00	\$20.00	\$33.80	\$24.00
2	\$18.45	\$21.27	\$14.86	\$14.86	\$14.35	\$16.40	\$20.50	\$34.64	\$24.60
3	\$18.91	\$21.80	\$15.23	\$15.23	\$14.71	\$16.81	\$21.01	\$35.51	\$25.22
4	\$19.38	\$22.35	\$15.61	\$15.61	\$15.08	\$17.23	\$21.54	\$36.39	\$25.85
5	\$19.87	\$22.90	\$16.01	\$16.01	\$15.45	\$17.66	\$22.08	\$37.30	\$26.49
6	\$20.37	\$23.48	\$16.41	\$16.41	\$15.84	\$18.10	\$22.63	\$38.24	\$27.15
7	\$20.87	\$24.06	\$16.82	\$16.82	\$16.24	\$18.56	\$23.19	\$38.24	\$27.83
8	\$21.40	\$24.67	\$17.24	\$17.24	\$16.64	\$19.02	\$23.77	\$38.24	\$28.53
9	\$21.93	\$25.28	\$17.67	\$17.67	\$17.06	\$19.49	\$24.37	\$38.24	\$29.24
10	\$22.48	\$25.91	\$18.11	\$18.11	\$17.48	\$19.98	\$24.98	\$38.24	\$29.97

Step	Food Service	Office Assistants	ELL / LIT Tutors	Y5 - 5th Para	6 - 12 + Para	6 - 12+ LS Para	YA Positive Pathways		
1	\$13.50	\$16.00	\$14.50	\$14.50	\$15.00	\$15.50	\$16.00		
2	\$13.84	\$16.40	\$14.86	\$14.86	\$15.38	\$15.89	\$16.40		
3	\$14.18	\$16.81	\$15.23	\$15.23	\$15.76	\$16.28	\$16.81		
4	\$14.54	\$17.23	\$15.61	\$15.61	\$16.15	\$16.69	\$17.23		
5	\$14.90	\$17.66	\$16.01	\$16.01	\$16.56	\$17.11	\$17.66		
6	\$15.27	\$18.10	\$16.41	\$16.41	\$16.97	\$17.54	\$18.10		
7	\$15.66	\$18.56	\$16.82	\$16.82	\$17.40	\$17.98	\$18.56		
8	\$16.05	\$19.02	\$17.24	\$17.24	\$17.83	\$18.42	\$19.02		
9	\$16.45	\$19.49	\$17.67	\$17.67	\$18.28	\$18.89	\$19.49		
10	\$16.86	\$19.98	\$18.11	\$18.11	\$18.73	\$19.36	\$19.98		

Lead mechanic shall earn an extra \$1.00 per hour above the normal hourly wage \*

Lead custodians shall earn an extra \$4.00 per hour (elementary), \$5.00 per hour (secondary)

Lead grounds shall earn an extra \$5.00 above the normal grounds wage

Food service managers shall earn an extra \$2.00 per hour (elementary) \$2.50 per hour (MS) and \$3.00 per hour (HS)

Employees in years 11 - 15 of service shall earn an extra \$1.00 per hour (effective Jan 1st after the anniversary occurs)

Employees in years 16 - 20 of service shall earn an extra \$1.50 per hour (effective Jan 1st after the anniversary occurs)

Employees in years 21 - 25 years of service shall earn an extra \$2.00 per hour (effective Jan 1st after the anniversary occurs)

Employees in years 26 - 30 years of service shall earn an extra \$2.50 per hour (effective Jan 1st after the anniversary occurs)

Employees in years 31+ of service shall earn an extra \$3.00 per hour (effective Jan 1st after the anniversary occurs)

## **ARTICLE XXXV - MENTOR PROGRAM**

- Mentor Program
  - Paraeducators
    - Designate 2 to 4 paraeducators as “para-mentors” annually
    - Pay each para-mentor \$100 annually for each new para they mentor
  - Transportation
    - Designate 1 to 2 drivers as “driver-mentors” annually
    - Pay each driver mentor \$100 annually for each new driver they mentor
  - Food Service
    - Designate 1 to 2 managers to be food service mentors annually
    - Pay each food service mentor \$100 annually for each new food service employee they mentor
  - Custodial / Grounds Service
    - Designate 1 to 2 custodians / grounds employees to be custodian / grounds mentors annually
    - Pay each custodian / grounds mentor \$100 annually for each new custodian / grounds employee they mentor
  - Misc. Mentors (Clerical / HVAC / Mechanics)
    - When new hires occur in any of the miscellaneous groups, a mentor shall be assigned to mentor the new employee
    - Pay each mentor \$100 annually for each new clerical / HVAC / mechanic employee they mentor
- Mentors shall be paid on the 2<sup>nd</sup> pay in June after submitting the Request for Mentor Payment Form.

**ARTICLE XXXVI - TERMINATION (OF AGREEMENT)**

This Agreement shall be effective as of January 1, 2022 and shall continue in effect until midnight, December 31, 2023. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the day and year first above written.

Educational Support Personnel Association (ESP)

*Mike Puckett* 01/12/2022

ESP Local President

*Rita Engle* 01/12/2022

ESP Staff Representative

Board of Education, Saline Area Schools

*Jennifer Steben* 01/11/2022

Board of Education President

*Steve Laatsch* 01/11/2022

Superintendent, Saline Area Schools

**ESP Collective Bargaining Forms Links**

- **Saline Area Schools Grievance Report**
- **Saline Area Schools Request for Transfer or Promotion**
- **Saline Area Schools Supplemental Retirement / Sick Day Payout – Due May 1st**
- **Payroll / Direct Deposit Authorization Agreement**
- **Personal Business Day Payout Form – Due June 1<sup>st</sup>**
- **Request for FMLA**
- **403b Authorization Form**
- **Mentor Payment Form**

**SALINE AREA SCHOOLS**  
**GRIEVANCE REPORT**

Name of Grievant: \_\_\_\_\_ Date filed: \_\_\_\_\_

Building / Department: \_\_\_\_\_ Position: \_\_\_\_\_

Step (circle):    1        2        3        4

A.     Date cause of grievance occurred: \_\_\_\_\_

B.     Statement of Grievance, Article/Section Violated and relief sought:

1.    State facts giving rise to grievance

2.    Cite provisions of the contract violated (be specific)

3.    Your position concerning violation

4.    State relief sought

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SALINE AREA SCHOOLS**  
**REQUEST FOR TRANSFER OR PROMOTION**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Type of transfer requested:

Special qualifications of applicant:

Address and telephone number where employee may be reached during the summer:

Disposition of Supervisor:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

**Submit to Human Resources Office No Later Than May 1 Each Year**  
**SUPPLEMENTAL RETIREMENT / SICK DAY PAYOUT FORM**

Name: \_\_\_\_\_ e-mail: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Building: \_\_\_\_\_ Retirement Date: \_\_\_\_\_

If you meet all of the following criteria, you qualify for the Retirement / Sick Day Payout up to a maximum of \$8,000.00:

\_\_\_\_\_ Completion of fifteen (15) years of service in the Saline Area Schools (excluding periods of layoff or unpaid leave).

\_\_\_\_\_ You are employed by Saline Area Schools on the last work day prior to your retirement.

\_\_\_\_\_ You have submitted a written request to Human Resources at least 30 days prior to the intended date of retirement. A request to waive the 30 day notification may be made to the Superintendent or designee under extenuating circumstances.

\_\_\_\_\_ You must be eligible, have applied and been accepted to receive retirement benefits from the Michigan Public School System (MPERS). You shall furnish verification to the District that you have qualified and retired through MPERS.

I would like to have my Retirement / Sick Day Payout paid in the following way:

\_\_\_\_\_ Before September 30<sup>th</sup> this year, or

\_\_\_\_\_ In January next year

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\* Submit This Form to the Human Resources Office \*\***

***Office Use Only – Worksheet***

\_\_\_\_\_ A. Average number of regular hours in daily scheduled assignment on final day of work

\_\_\_\_\_ B. Hourly rate of pay

Final Average Daily Rate of Pay = A x B x .50 (50%) = FADR \$ \_\_\_\_\_

# of unused sick days on final day of work: \_\_\_\_\_ x (FADR) \$ \_\_\_\_\_ = \$ \_\_\_\_\_

cc. Payroll, Benefits, Principal/Director, ESP President, Personnel file

**Payroll Direct Deposit Authorization Agreement**

I hereby authorize Saline Area Schools to make payroll deposits from time to time in the account identified below at \_\_\_\_\_ (Financial Institution, hereinafter referred to as FI), and authorize the FI to accept these deposits. Adjusting entries to correct errors are also authorized. It is agreed that these deposits and adjustments may be made electronically and under the rules of the National Automated Clearing House Association. This authorization will remain in effect until written notice of termination is given to Saline Area Schools in such time and in such manner as to afford reasonable opportunity to act on it.

**Please read and Initial:**

\_\_\_\_\_ I understand that if I change my financial institution and/or my account #, I must fill out a new Payroll Direct Deposit Authorization Agreement.

\_\_\_\_\_ I understand that Payroll Direct Deposit is a privilege, Saline Area Schools is NOT required by law to deposit my pay electronically. Should Saline Area Schools have technical difficulties, or be directed by Administration, they have the right to issue a check as opposed to sending my pay electronically to my bank account.

\_\_\_\_\_ I acknowledge retention of a completed copy of this authorization for my personal records.

<b>Name of Financial Institution</b>		<b>Account # to Credit</b>

<b>Bank's Routing/Transit Number</b>		<b>Checking (C) or Savings (S)</b>

<b>Employee's Name</b>		<b>Social Security #</b>
<b>Signature</b>		<b>Date</b>

**PLEASE ATTACH A VOIDED CHECK TO THIS AUTHORIZATION**



**Submit to Human Resources Office No Later Than June 1<sup>st</sup> Each Year**  
**PERSONAL BUSINESS PAYOUT FORM**

Name: \_\_\_\_\_ e-mail: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Building: \_\_\_\_\_

I would like to be paid \$50 for each unused personal business day:

\_\_\_\_\_ 1<sup>st</sup> personal business day

\_\_\_\_\_ 2<sup>nd</sup> personal business day

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\* Submit This Form to the Human Resources Office \*\***

***Office Use Only – Worksheet***

\_\_\_\_\_ A. # of personal business days being paid out @ \$50 per day

\_\_\_\_\_ B. Total payout

cc. Payroll, Benefits, Principal/Director, ESP President, Personnel file

**Submit to Human Resources Office No Later Than June 15th Each Year**  
**MENTOR PROGRAM PAYMENT FORM**

Name: \_\_\_\_\_ e-mail: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Building: \_\_\_\_\_

During the \_\_\_\_\_ academic year, I served as a mentor for the following individual(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\* Submit This Form to the Human Resources Office \*\***

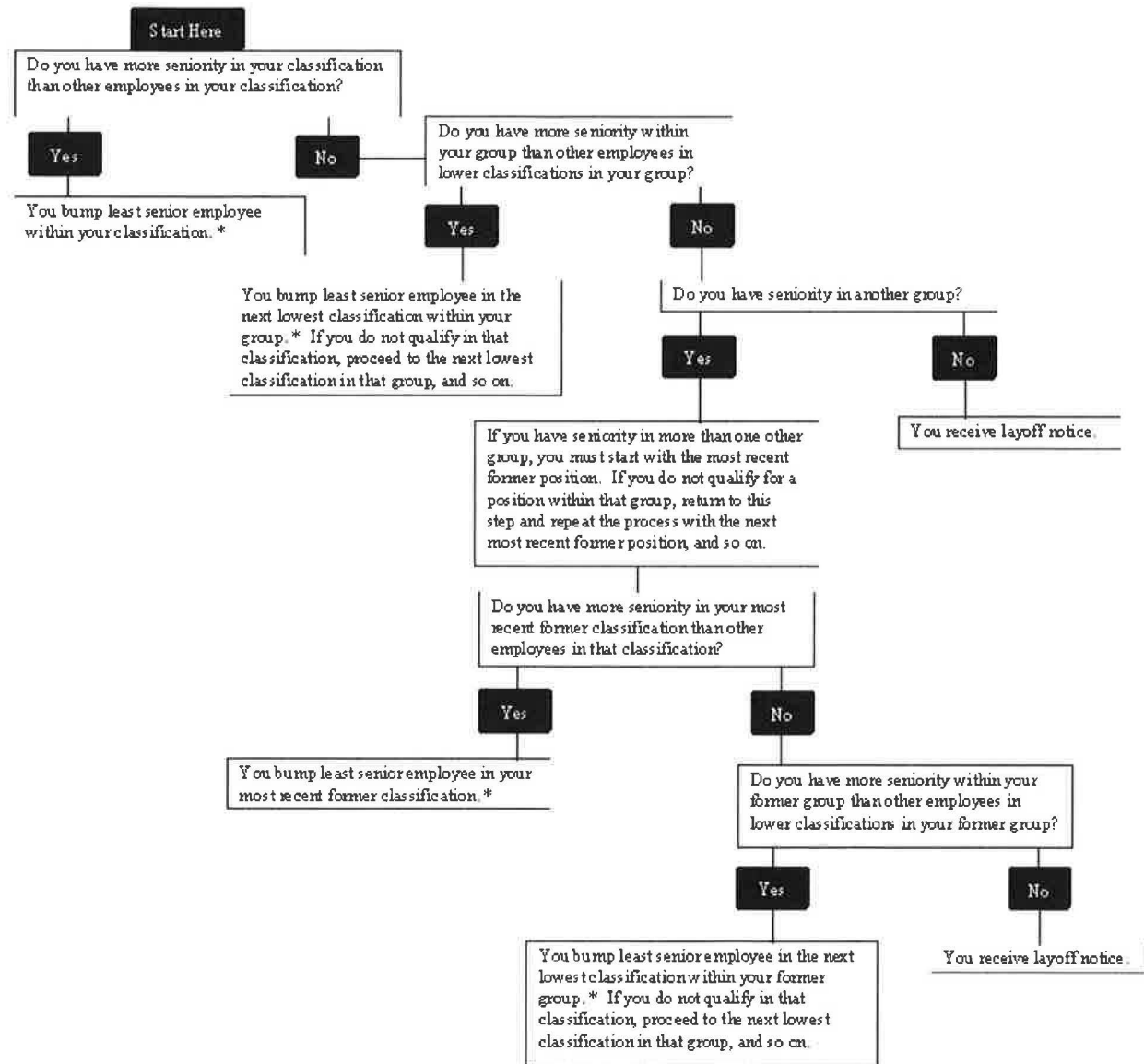
***Office Use Only – Worksheet***

- \_\_\_\_\_ A. # of mentees being paid out @ \$100 per mentee  
\_\_\_\_\_ B. Total payout

cc. Payroll, Benefits, ESP President, Personnel file

## LAYOFF AND DISPLACEMENT CHART

### What happens if your position is eliminated or you are displaced?



\* Provided you can perform the work.