

AGREEMENT

between

**UNIONVILLE-SEBEWAING AREA SCHOOLS
BOARD OF EDUCATION**

and

**UNIONVILLE-SEBEWAING AREA SCHOOLS
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
MEA/NEA**

July 1, 2015 through June 30, 2018

Unionville-Sebewaing Area School District
Sebewaing, Michigan

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PREAMBLE

WHEREAS, THIS AGREEMENT is entered into, effective July 1, 2015, between the Unionville-Sebewaing Area Schools Board of Education, the School District of Unionville-Sebewaing, hereinafter called the “Board” and the Unionville-Sebewaing Area Schools Support Staff hereinafter called the “Association”. The signatories, in their representative capacities, shall be the sole parties to the Agreement.

WHEREAS, THE PARTIES have reached certain understandings which they desire to confirm in this Agreement:

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE 1
RECOGNITION

A. Bargaining Unit Defined

The Unionville-Sebewaing Area Schools Board of Education hereby recognizes the Unionville-Sebewaing Educational Support Personnel Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of, and as defined in, the Public Employment Relations Act, as amended, MCLA 423.201 et. seq. MSA 17.455(1) et. seq. (PERA), for all full-time and regular part-time, probationary and non-probationary, on leave or temporarily absent Secretarial, Food Service, Custodial, and Aide employees of the Unionville-Sebewaing Public Schools. Excluded are Director of Maintenance, Building and Grounds/Transportation, Transportation Employees, Technology Coordinator, Payroll Coordinator/Technology Secretary, Director of Finance, Superintendent’s Secretary, substitutes, Director of Food Services, Bus Mechanic, Transportation Coordinator, and all other employees.

B. Employees

Unless otherwise indicated, use of the term “employee” or “bargaining unit member” when used in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

1. Probationary: A bargaining unit member who is employed to fill a full or part-time position for a trial period of seventy-five (75) working days.
2. Substitute: A person who is employed to fill a full or part-time position on a per diem basis while the regular bargaining unit member is absent or on approved leave.
3. School-year employee: A bargaining unit member whose employment follows the school calendar.
4. Full-year employee: A bargaining unit member employed to work twelve (12) months per year.

C. **BOARD**

When used in this Agreement, the term “Board” shall refer to the Board of Education of the Unionville-Sebewaing Area Schools and its administrative employees and agents.

- D. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual member of the bargaining unit from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.
- E. The Board reserves the right to contract with a third party for one (1) or more non-instructional support services.
- F. Each new bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, be advised of their rights and responsibilities under this agreement by an Association Representative and shall, in writing, either join this Association or certify that they have been advised of their rights and choose not to join.
- G. It is recognized that the Association has the responsibility of supporting all employees within the bargaining unit by enforcing the provisions of the master agreement. The employer has the responsibility to provide the bargaining agent with information for each bargaining unit employee.

By August 1 of each school year, the Association will designate a representative to receive bargaining unit information on its behalf and will notify the Board of that selection. That individual will provide the Board with a list of member information that shall be provided to the Association by July 15.

If the Association needs information not previously requested, the employer shall furnish the information requested within 10 (ten) working days of the Association’s request.

When any person is hired or ends their employment, the Association will be notified no later than 10 (ten) working days after that change occurs.

ARTICLE 2

BOARD RIGHTS

RIGHTS AND POWERS: The Board hereby retains and reserves unto itself all of the rights and powers vested in it through the laws and the Constitution of the State of Michigan, and the laws of the United States and those powers normally incident to Management, it being expressly understood that this clause shall not in any way negate the rights herein granted under the terms of this Agreement. The rights of the Board include:

- A. The right to manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Board.
- B. The right to continue its rights, policies, and practices of assignment and direction of its personnel; the right to determine the number of personnel and scheduling of all the foregoing; and the right to establish, modify or change any work, business or school hours or days, providing such action is not in conflict with the specific provisions of this Agreement.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees; the right to transfer employees; the right to assign work or duties to employees; and the right to determine the size of the work force and lay off employees.
- D. The right to determine the qualifications of employees, including physical condition, and to require medical certification of fitness at Board expense.
- E. The right to determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
- F. The right to determine the number of locations or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. The right to determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- H. The right to determine the size of the management organization, its functions and authority and the right to determine the amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
- I. The right to determine the policy for selecting, testing, and training employees, providing that such selection shall be based upon lawful criteria.
- J. The right to use volunteers.
- K. The right to establish courses of instruction and in-service training programs for employees and to require attendance by employees at any workshop, conference, etc., including special programs.
- L. The right to adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees
- M. The right to establish and define job content.

ARTICLE 3

NO STRIKE

The Association and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

ARTICLE 4

NON-DISCRIMINATION

The Board and the Association both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement not to discriminate against any person or persons because of race, creed, color, age, sex or national origin.

ARTICLE 5

MEMBER RIGHTS

- A. Pursuant to Act 336 of the Public Acts of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful activities short of strike, for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States. The Board agrees that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of the employee's membership in the Association or the employee's participation in any lawful activity of the Association, or collective negotiations with the Board or the employee's institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment.
- B. Members shall be entitled to full rights of citizenship.
- C. Members shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

- D. No material originating after initial employment will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee believes that any material to be placed in his/her file is inappropriate, in error, or unsubstantiated, he/she may receive adjustment provided proper proof is shown. Upon submission of such proof the material will be corrected or expunged from the file. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- E. While recognizing that students may require disciplinary action in various forms, the Board will not condone the use of unreasonable force and fear by an employee as an appropriate procedure in student discipline.
- F. Employees shall not find it necessary to resort to physical force or violence to compel obedience. If all other means fail, employees, with proper authorization, may resort to the removal of a student through suspension or expulsion procedures.
- G. In accordance with state law, corporal punishment shall not be permitted. If any employee, full-time, part-time or substitute, deliberately inflicts, or causes to be inflicted, physical pain by hitting, paddling, spanking, slapping or making use of any other kind of physical force as a means of disciplining a student, he/she may be subject to discipline, up to and including discharge and the possibility of criminal assault charges. This prohibition applies also to volunteers and those with whom the district contracts for services.
- H. Each employee shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the employee in such review. The employee and the Association representative, if accompanying the employee in such review, shall affix his/her signature and the date to the record to signify he/she has reviewed his/her file and is aware of the contents. In no instance shall said signature be interpreted to mean agreement with the content.

**ARTICLE 6
DISCIPLINE OF EMPLOYEES**

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline or discharge of employees.
- B. No employee will be disciplined or discharged without just cause.

**ARTICLE 7
GRIEVANCE PROCEDURE**

- A. Definitions:

A grievance is an alleged violation of an express provision of this Agreement.

B. The following matters shall be excluded from the procedures outlined in this Article:

1. The evaluation, layoff or termination of services or failure to re-employ any probationary employee.
2. Any dispute which is being heard by or appealed to any local, state or federal agency.
3. Any dispute pertaining to the content of an evaluation, except for an evaluation that leads to the dismissal of a non-probationary employee.
4. Any dispute pertaining to the application of benefits of any insurance contract or policy.
5. Any policy, rule or regulation of the Board not in conflict with the terms of this Agreement.

C. Any timeline provided for in the grievance procedure may be extended by mutual written agreement of the parties. Grievances not filed in accordance with the timeline provided for in this Article shall not be processed. Grievance responses not appealed to the next level in accordance with the time-lines provided for in this Article shall be considered settled on the basis of the last Management answer.

D. Any written grievance as required herein shall comply with the following conditions:

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

E. **GRIEVANCE STEPS**

1. LEVEL ONE

An employee believing himself/herself wronged by an alleged violation of the express provisions of this Agreement shall, within ten (10) working days of its alleged occurrence, orally discuss the grievance with the immediate supervisor in an attempt to resolve same. A group of employees, similarly situated, may file a class action (association) grievance. If no resolution is obtained within ten (10) working days of the discussion, the employee shall reduce the grievance to writing and present it to his/her immediate supervisor. The supervisor shall, within ten (10) working days, render his/her decision in writing, transmitting a copy of the same to the grievant and to the Superintendent.

2. LEVEL TWO

If the decision is unsatisfactory, the grievant may submit a written appeal to Level Two within ten (10) working days of receipt of the decision. A copy of the written grievance shall be filed with the Superintendent/designee as specified in Level One with the signed approval or disapproval of the grievant. The Superintendent/designee shall arrange a meeting with the grievant to discuss the grievance within ten (10) working days of receipt of the grievance. Within ten (10) working days of the discussion, the Superintendent/designee shall render the decision in writing, transmitting a copy of the same to the grievant. Copies of same shall be kept in the office of the Superintendent.

3. LEVEL THREE

NON-BINDING MEDIATION PANEL

a. In the event the Association is not satisfied with the decision rendered at Level Two, it may appeal the decision to the Mediation Panel for an Advisory Opinion. Such appeal must be presented to the Superintendent, in writing, within ten (10) working days of the decision at Level Two. The Board or Association shall not be permitted to assert in such mediation proceedings any grounds or to rely on any evidence not previously disclosed to the other party in writing.

b. The Mediation Panel shall be composed of the following:

- 1) One (1) person selected by the Association.
- 2) One (1) person selected by the Board.
- 3) One (1) person selected jointly by the above appointees.

c. Members of the Mediation Panel shall not be: 1) members or spouses of members of the Board of Education; 2) members or spouses of any employee of the Unionville-Sebewaing Area School District. Members of the Mediation Panel may be residents and registered voters of the Unionville-Sebewaing Area School District.

d. Fees and expenses of members of the Mediation Panel shall be paid as follows: 1) Association appointee paid by the Association; 2) Board appointee paid by the Board of Education; and 3) Joint appointee paid equally by the Association and the Board.

e. It shall be the function of the Mediation Panel, and they shall be empowered, after due investigation, except as limited below, to make a recommendation in cases of the alleged violation, misinterpretation or misapplication of the specific sections of the Agreement.

LIMITATIONS OF THE MEDIATION PANEL

- f. They shall have no power to add to or subtract from, disregard, alter, or modify any terms of this Agreement.

- g. They shall have no power to rule on the termination of services, layoff or failure to re-employ any probationary employee.

4. LEVEL FOUR

In the event the Association is not satisfied with the recommendation at Level Three, it may, within ten (10) working days, submit a written appeal to Level Four. Such written notice must be presented to the Superintendent not less than ten (10) working days prior to the next regularly scheduled Board meeting. Upon proper application as specified in Level Three, the Board or a designated committee of Board members will meet with the Grievant and his/her representative and attempt to reach a mutually acceptable resolution. Within ten (10) working days after the meeting, the Board shall submit a decision in writing to the grievant. The Board may hold future hearings thereon and may designate one (1) or more of its members to hold future hearing(s) thereon or otherwise investigate the grievance. However, in no event except with the express written consent of the employee, shall a final determination of the grievance be made by the Board more than ten (10) working days after the next regularly scheduled meeting following the initial hearing. A copy of the final written decision of the Board shall be forwarded to the Superintendent for permanent filing, and a copy shall be given to the grievant. The decision of the Board is final.

**ARTICLE 8
ASSOCIATION RIGHTS AND SECURITY**

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

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

- B. The Association shall have the right to use school facilities for meetings involving members of the bargaining unit as opposed to meetings involving individuals who are not members of the bargaining unit. Facility use shall be subject to the approval of the Board in accordance with Board policies pertaining to the use of School District facilities. The Association shall also have the right to use School District equipment, provided that express written permission is requested and granted and such request is in accordance with Board policies. The Association shall pay for the cost of all materials and supplies incident to use of its equipment and shall be responsible for proper operation of all such equipment.

- C. The Association shall be permitted to transact official Association business on school property provided that this does not interfere with or interrupt normal school

operations. Association representatives shall check in with the building principal before entering a building to transact official Association business. No school district employee shall engage in Association business during his/her work hours without District approval.

- D. The Association shall furnish, in writing, to the Board, the names of the President/designee upon their election or appointment.

**ARTICLE 9
PROBATION**

An employee newly hired into a permanent position in the bargaining unit shall be on probationary status for seventy-five (75) working days from and including the first day of employment. If at any time prior to the completion of the seventy-five (75) working day probationary period, the employee's work performance and/or professional conduct is unsatisfactory, he/she may be dismissed by the Board during this period without appeal by the employee or the Association. Probationary employees who are absent during the first seventy-five (75) working days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his/her probationary period until these additional days have been worked. Upon satisfactory completion of the probationary period, the employee's seniority shall be computed as of the employee's first day of work.

**ARTICLE 10
EVALUATION**

- A. The Board and the Association recognize that the purpose of evaluation is to point out the strengths and weaknesses of the employee and to be used as a guide in suggesting or recommending means of improvement when the employee's performance does not meet the expectations of the Board.
- B. Evaluations normally are the responsibility of the employee's supervisor and shall be performed at least annually. In any year in which an employee is not evaluated, lack of an evaluation shall be considered evidence of satisfactory work.
- C. Two copies of the written evaluation shall be prepared. One shall be signed by the employee and placed in his/her personnel file, the other shall be retained by the employee. An employee may attach written comments to the evaluation which shall become a part of his/her official file.
- D. In the case of an unsatisfactory evaluation, the Supervisor shall provide the employee with the following information:
 - 1. Problem area(s)
 - 2. Improvement required with recommendation(s) for such improvement
 - 3. Reasonable time period for said improvement
 - 4. Possible consequences for non-improvement

- E. Should any evaluation of an employee be used in a disciplinary proceeding, the Board shall be responsible to show the reason for its inclusion.
- F. Each employee's evaluation shall include at the conclusion of the report, the statement: "considering all factors, the work performance of this employee is _____satisfactory, _____needs improvement, _____unsatisfactory (check one)".
- G. The Evaluation Form(s) are attached to this Agreement as Appendix C.

ARTICLE 11
SENIORITY

- A. Seniority shall be defined as the length of a bargaining unit member's continuous and uninterrupted employment in a particular seniority classification of this bargaining unit from the employee's initial date of hire in such classification. Time spent on layoff or unpaid leave of absence shall not constitute an interruption of employment, and shall not count for service credit for entitlement to other benefits under this Agreement. Seniority is not cumulative among seniority classifications and may be exercised only within the classification in which it is accumulated. If an employee moves from one classification to another, his/her seniority in the classification from which the employee moves shall be frozen, rather than terminated, provided that there has not been a break in continuous employment. An employee working in dual classifications shall accrue seniority in both classifications.
- B. The seniority classifications of this bargaining unit are as follows:
 - 1. Aides
 - 2. Custodial
 - 3. Food Service
 - 4. Secretary
- C. The Board shall prepare and maintain a seniority roster showing the length of service of each bargaining unit member within the respective seniority classifications. A copy shall be furnished to the Association annually. If no objections are received by the Board within thirty (30) days thereafter as to the accuracy of the seniority list, the Board's list shall be considered as conclusive.
- D. Seniority shall be broken for the following reasons:
 - 1. If the employee quits;
 - 2. If the employee is discharged and not reinstated through the Grievance Procedure;
 - 3. If the employee is absent over two (2) working days without properly notifying the Management, unless a satisfactory reason is given;

4. If the employee fails to return to work within five (5) working days after being notified by certified mail to report to work and does not give a satisfactory written reason for the absence;
5. If the employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of such layoff period, not to exceed two (2) years; or
6. If the employee retires.
7. A retired employee who returns to work in a bargaining unit position shall be treated as a new hire for purposes of seniority.

The Board has the exclusive right to determine whether or not to rehire an employee who has retired and/or terminated employment with the district. When such an employee is rehired, the Association and Board will meet to determine how to place the employee on the salary schedule.

- E. For those employees offered a position on the same date, a random drawing will be conducted by the Superintendent/designee and the Association President/designee to determine who is ranked higher on the seniority list. However, a newly hired employee with recent substitute experience [within the last twelve (12) months] at Unionville-Sebewaing in the same classification shall be placed ahead of another new employee in the same classification who is hired on the same date.
- F. Employees who retire from the school district and who are rehired by the Board shall begin to accrue seniority as of the first day of work in the rehired position and shall be placed on the beginning step of the wage schedule in the classification to which they are assigned.

ARTICLE 12

VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy shall be defined as a position which is unfilled because it is newly created or because the employee who previously held the position permanently separated from employment. Vacancies shall be publicized by providing the Association President with a written notice of such vacancy if the Board, in its discretion, determines the vacancy should be filled. The Board may fill vacancies on an interim basis while they are posted.
- B. All vacancies shall be posted in each building of the District for a period of at least ten (10) calendar days. Interested employees may apply in writing to the Superintendent/designee, within the ten (10) calendar day posting period. A written notice shall be sent to each bargaining unit employee who was an unsuccessful applicant for a posted position.
- C. In the event of promotion or transfer, the employee selected shall be given a thirty (30) working day trial period in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate ability to perform the work required

- during this trial period, the employee shall be returned to his/her previous assignment. Each employee shall have one (1) trial period per promotion or transfer. If the employee returns to his/her previous position, any negative performance reviews will not be placed in the employee's personnel file.
- D. An employee may at any time be required by the supervisor to temporarily assume the duties of another employee. Any employee temporarily transferred from his/her classification to another classification within the bargaining unit for two (2) working days or more shall be paid either the rate of the position from which he/she is transferred or the comparable (step) of the new classification, whichever is greater.
 - E. Vacancies shall be filled on the basis of certification, experience, qualifications and length of service in the school district. The Board shall award the vacancy to the individual whom the Board, in its discretion, determines is most qualified.
 - F. Nothing in this Article precludes the administration from filling a vacancy from outside the bargaining unit.

ARTICLE 13
REDUCTION AND RECALL

- A. The Board reserves the sole discretion to determine the necessity to reduce and/or recall employees.
- B. In the event of a layoff, employees with the least amount of service within the affected classification shall be laid off first provided other employees possess the necessary qualifications and certifications to perform the job and have no disciplinary record in their file from the past two years. Employees who are laid off shall retain the amount of service they had accrued at the time of layoff, up to a maximum of two (2) years and shall not accumulate additional seniority time during such layoff.
- C. When employees are recalled to work following a layoff, those employees with the greater length of seniority, qualifications and certification in the affected classification shall be recalled first.
- D. Laid-off or discharged probationary employees shall not have recourse to the terms of this agreement.
- E. Employees shall submit a two (2) week notification of their intent to terminate services with the Board.
- F. When possible, employees will be provided with advance notification of an impending layoff.

ARTICLE 14
WORK YEAR, WORK WEEK, WORK DAY

- A. The normal work year for school year employees shall approximate the school calendar established by the Board. However, this shall not constitute a guarantee of

work and this provision shall not be deemed to be violated in the event school year employees do not work the same days or number of days as other employees.

- B. The normal workday, workweek and maximum hours for the week for all bargaining unit members will be determined by the Board. Supervisors will make every attempt to schedule employees up to their weekly hour limit.
- C. Minimum call-in time to report absences for employees shall be not less than one (1) hour before the assigned starting time. This one (1) hour call-in time shall be waived in the case of a documented emergency.
- D. Any work performed in excess of forty (40) hours per week or on a holiday recognized by this Agreement, shall be paid at the rate of time and one-half (1 ½). All overtime must be approved in advance by the employee's supervisor.

ARTICLE 15

LEAVE PAY

- A. The Board shall continue to provide personal business days for regular permanent employees who are currently receiving such days in accordance with existing procedures.
 - 1. All regular permanent employees shall receive up to eight (8) paid personal business days per year. These leave days may be used for illness related absences or personal business which requires the employee's presence during the working day and is of such a nature that it cannot be attended to at a time when the employee is not at his/her regular working hours. In any given school year, the last two (2) unused days of the eight (8) received for that school year shall be reserved for personal business during the remainder of that school year. A written application for personal business containing the reason(s) must be submitted to the Superintendent/designee for approval at least three (3) working days in advance (except in the event of an emergency when a shorter notice may be acceptable).
 - 2. Unused leave days may accumulate up to a maximum of thirty-five (35) days. Accumulated days may only be used for illness related absences. Upon return to work, all requests for sick leave must be submitted, and approved by the Superintendent/designee. The Board may require a doctor's note, documenting the illness or may, at any time, at its expense, require an employee to submit to an examination by a physician.
- B. An employee shall be granted a maximum of three (3) days of his/her paid personal/sick or unpaid days to attend the funeral of a member of his/her immediate family. Immediate family shall be defined as the employee's spouse, child, employee's mother, father, sister, brother, grandchild, grandparent, sister-requests for leave time for funeral must be submitted in advance to the Superintendent/designee.

- C. Upon retirement, employees shall be paid twenty (\$20.00) dollars per day for unused leave days up to a maximum of 28 days.
- D. If an ESP staff member wishes to use three (3) or more days consecutively, they need to get prior approval from their supervisor.
- E. No days may be used before or after a school holiday/break without prior approval from their supervisor.
- F. Beginning July 1, 2011 – Maintenance staff may “cash in” up to 4 unused sick or personal business days (per year) at their regular rate of pay.
- G. Unpaid days may be granted at the discretion of the superintendent. All requests for unpaid days must be submitted in writing to the superintendent/designee at least three (3) days in advance when possible. A doctor’s note may be required if the absence is due to illness. An employee may be disciplined for unexcused absences.
- H. An employee may use up to three (3) personal business days during Christmas break and three (3) additional personal business days during Spring Break.

ARTICLE 16
LEAVES OF ABSENCE

Employees may apply in writing for a paid or unpaid leave of absence which shall be subject to the approval of the Board.

ARTICLE 17
VACATIONS

- A. The Board will continue to provide vacation allowances for regular permanent employees who are currently receiving vacations subject to the following conditions:
 - 1. Vacation schedules shall be subject to the approval of the supervisor.
 - 2. To be eligible for vacation, an employee must have worked eighty (80%) percent of his/her regularly scheduled working hours during the year. A vacation day shall be equal to the employee’s regularly scheduled daily working hours, not including any time for which overtime is paid. No vacation time shall accrue while an employee is on a leave of absence, disability, released time, sick leave without pay, other leave without pay, or layoff.
 - 3. Employees shall not be entitled to take any vacation until they have been employed by the district for one (1) full year.
- B. All regular permanent employees who are scheduled to work 12 months per year will earn vacation pay with leave after their first anniversary date in accordance with the following schedule.

1. An eligible employee who has been employed on a full-time basis for one (1) year will receive five (5) days paid vacation during the subsequent year.
2. An eligible employee who has been employed on a full-time basis for ten (10) consecutive years will receive ten (10) days paid vacation during the subsequent year.
3. An eligible employee who has been employed on a full-time basis for twenty (20) consecutive years will receive fifteen (15) days paid vacation during the subsequent year.

ARTICLE 18
HOLIDAYS

The Board will continue to provide holidays to regular permanent employees who are currently receiving holidays subject to administrative procedures.

- A. Employees who are regularly scheduled to work twelve (12) months shall be paid as hereinafter provided for: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, providing they meet the following eligibility rules:
 1. The employee is a regular permanent employee as of the date of the holiday.
 2. When a holiday falls on a Saturday or Sunday, the Board shall have the right to observe the holiday on the preceding Friday or the following Monday, or observe the holiday on another day which is mutually agreeable to the Board and the Association.
 3. The employee must have worked the last scheduled work day prior to a paid holiday and the next scheduled work day after such holiday within the employee's scheduled work week, except when school is not in session, the employee works on the holiday or is on an approved paid sick leave day, or the supervisor approves an unpaid day.
 4. An employee eligible under the above provisions shall be paid for the holiday by receiving his/her regular hourly rate multiplied by 20% of his/her regular weekly hours.
 5. An employee who is required to work on any of the above designated holidays shall receive his/her regular hourly rate for all hours worked on said holiday in addition to the holiday pay.
- B. All regular permanent bargaining unit employees shall receive Good Friday, Memorial Day, Christmas Day and Thanksgiving Day as paid holidays.
 1. Eligibility for the paid holidays are subject to the conditions in Paragraph A above.
 2. Starting in 2015-16, school year employees shall only receive three paid holidays until they have completed three (3) years of service with the

district. This caveat will not apply starting in 2019-20 school year and all regular permanent bargaining unit employees will be entitled to use the days listed above.

ARTICLE 19
HEALTH INSURANCE

The Board will continue to provide insurance to regular permanent employees who are currently receiving insurance subject to administrative procedures.

A. SOLE DISCRETION

The selection of the insurance carrier and insurance plans of the District shall be at the Board's discretion.

B. RELIEVED FROM LIABILITY

The Board shall be relieved from all liability with respect to the extent of benefits provided by the carrier.

C. POLICY RULES AND REGULATIONS

All insurance coverages are offered subject to the rules, regulations and policy of the Board selected insurance carrier. Upon acceptance by the carrier of the written application of the employee, the Board shall provide premium payments as provided for in this Article. The Board's obligation is limited to the insurance coverage as specified by the Board.

D. SPECIFICATIONS

Effective as soon as possible following ratification by both parties, the health insurance selected by the Board shall become an addendum to this contract and will not change during the life of this Agreement. The district will contribute to the statutory cap towards health care premiums and deductibles for those persons receiving health care benefits. The employee portion of health care benefits shall be payroll deducted, pre-tax, through an IRS qualified Section 125 plan, in equal bi-weekly amounts.

Persons currently receiving Dental, vision, LTD, and Life Insurance benefits will continue to receive the same level of benefits that they have historically received.

E. APPLICATION

The employee must complete an application and submit it to the Board/designee prior to coverage taking effect.

F. DUAL ENROLLMENT

Employees may not sign up for health insurance coverage if it results in dual enrollment with another insurance carrier for the employee, the employee's spouse and/or dependents. The Board will terminate the employee's insurance if this provision is violated. Changes in family status and/or insurance coverage eligibility shall be reported, in writing, by the employee to the Board/designee within ten (10) days of such change.

G. TERMINATION OF HEALTH INSURANCE

Premium payments shall be paid twelve (12) months per year for each eligible employee who is on active duty. Insurance premium payments will terminate immediately when an employee is on an unpaid leave of absence, is laid off or is terminated for any reason. An employee in such circumstances may be eligible to purchase health insurance in accordance with COBRA.

H. INSURANCE

The Board approved health insurance shall be made available to eligible full-time regular permanent bargaining members and unit employees listed on Appendix B, attached to this Agreement. If any of those employees opts not to receive the employer-provided health insurance, the Board will provide a Cash-in-Lieu payment of one hundred fifty (\$150.00) dollars per month

I. APPENDIX B QUALIFICATIONS

Appendix B shall include the name of each employee who is eligible to receive single subscriber, two-person and full family health insurance coverage. Appendix B shall also include the amount that the Board and the employee will contribute toward the premium during the term of this Agreement. Each employee must satisfy all of the following rules and regulations to be eligible for coverage:

The employee must be a full-time regular permanent employee in the bargaining unit and be scheduled to work eight (8) hours per day, Monday through Friday for a minimum of forty (40) weeks per year.

The employee must either be currently working in a custodial, maintenance, or secretarial position or be included on Appendix B as an eligible employee.

The employee's responsibility for health insurance premiums will be paid through payroll deduction.

J. Employees may purchase other insurance plans of the District, pretax through payroll deduction as outlined in the Board Adopted Section 125 plan.

- K. Employees may purchase other insurance plans of the District, pretax through payroll deduction as outlined in the Board Adopted Section 125 plan.

ARTICLE 20
ACT OF GOD DAYS

All regular permanent employees shall be eligible to receive payment equal to their regular daily wages for up to three (3) Act of God days annually, subject to the following conditions:

- A. The Board receives full reimbursement for such days from local, state and federal sources.
- B. Employees would have been at work on such days except for the Board declaring the days as Act of God days. Employees who are sick or were scheduled to be absent because of a previously arranged absence due to a funeral or personal day will use the “Act of God” day and retain their personal business or sick day.
- C. The Board shall have the right to instruct employees to report for work on such days. If employees are instructed to work on such days they shall be paid their regular hourly rate for all hours worked plus the Act of God day wages.

ARTICLE 21
NEGOTIATIONS PROCEDURES

- A. At least by May 1st, the parties shall begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment.
- B. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals and to make concessions in the course of negotiations or bargaining, subject to such ultimate ratification.

ARTICLE 22
WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right

and opportunity are set forth in this Agreement. Therefore, the Association and the Board, 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 not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. No agreement, alteration, understanding or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the Association.

ARTICLE 23

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into, and be considered part of, the established policies of the Board.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all employees now employed or hereafter employed by the Board. The Association shall be furnished ten (10) additional copies for its use.

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall become effective when it is ratified and signed by the parties. This Agreement shall expire on June 30, 2018. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

UNIONVILLE-SEBEWAING
AREA SCHOOLS

UNIONVILLE-SEBEWAING
EDUCATIONAL SUPPORT PERSONNEL

Date: _____

Date: _____

APPENDIX “A”

All Employees will receive a \$.25/hr increase in 2015-16, but no steps will be awarded.
 All employees will advance on the step schedule in 2016-17 and 2017-18.

**PARAPROFESSIONAL
 SALARY SCHEDULE**

STEPS	2015-16	2016-17	2017-18
1	8.40	8.40	8.40
2	8.40	8.40	8.40
3	8.65	8.65	8.65
4	8.95	8.95	8.95
5	9.25	9.25	9.25
6	9.55	9.55	9.55
7	9.85	9.85	9.85
8	10.15	10.15	10.15
9	10.45	10.45	10.45
10	10.75	10.75	10.75
11	11.05	11.05	11.05
12	11.35	11.35	11.35
13	11.65	11.65	11.65
14	11.95	11.95	11.95
15	12.25	12.25	12.25

**FOOD SERVICE
 SALARY SCHEDULE
 KITCHEN ASSISTANTS**

STEPS	2015-16	2016-17	2017-18
1	8.15	8.15	8.15
2	8.40	8.40	8.40
3	8.65	8.65	8.65
4	8.95	8.95	8.95
5	9.25	9.25	9.25
6	9.55	9.55	9.55
7	9.85	9.85	9.85
8	10.15	10.15	10.15
9	10.45	10.45	10.45
10	10.75	10.75	10.75
11	11.05	11.05	11.05
12	11.35	11.35	11.35
13	11.65	11.65	11.65
14	11.95	11.95	11.95
15	12.25	12.25	12.25

**COOK MANAGERS
SALARY SCHEDULE**

STEPS	2015-16	2016-17	2017-18
1	8.65	8.65	8.65
2	8.90	8.90	8.90
3	9.15	9.15	9.15
4	9.45	9.45	9.45
5	9.75	9.75	9.75
6	10.05	10.05	10.05
7	10.35	10.35	10.35
8	10.65	10.65	10.65
9	10.95	10.95	10.95
10	11.25	11.25	11.25
11	11.55	11.55	11.55
12	11.80	11.80	11.80
13	12.05	12.05	12.05
14	12.30	12.30	12.30
15	12.60	12.60	12.60

**HEAD COOK
SALARY SCHEDULE**

STEPS	2015-2016	2016-2017	2017-2018
1	10.15	10.15	10.15
2	10.40	10.40	10.40
3	10.65	10.65	10.65
4	10.95	10.95	10.95
5	11.25	11.25	11.25
6	11.55	11.55	11.55
7	11.85	11.85	11.85
8	12.15	12.15	12.15
9	12.45	12.45	12.45
10	12.75	12.75	12.75
11	13.05	13.05	13.05
12	13.30	13.30	13.30
13	13.55	13.55	13.55
14	13.80	13.80	13.80
15	14.10	14.10	14.10

**CUSTODIANS
SALARY SCHEDULE**

STEPS	2015-2016	2016-2017	2017-2018
1	8.55	8.55	8.55
2	8.80	8.80	8.80
3	9.05	9.05	9.05
4	9.55	9.55	9.55
5	10.05	10.05	10.05
6	10.55	10.55	10.55
7	11.05	11.05	11.05
8	11.55	11.55	11.55
9	12.05	12.05	12.05
10	12.55	12.55	12.55
11	13.05	13.05	13.05
12	13.55	13.55	13.55
13	13.80	13.80	13.80
14	14.05	14.05	14.05
15	14.30	14.30	14.30

**MAINTENANCE
SALARY SCHEDULE**

STEPS	2015-2016	2016-2017	2017-2018
1	12.75	12.75	12.75
2	13.00	13.00	13.00
3	13.25	13.25	13.25
4	13.75	13.75	13.75
5	14.25	14.25	14.25
6	14.75	14.75	14.75
7	15.25	15.25	15.25
8	15.75	15.75	15.75
9	16.25	16.25	16.25
10	16.76	16.75	16.75
11	17.25	17.25	17.25
12	17.75	17.75	17.75
13	18.00	18.00	18.00
14	18.25	18.25	18.25
15	19.50	19.50	19.50

SECRETARY

SALARY SCHEDULE

STEPS	2015-2016	2016-2017	2017-2018
1	9.75	9.75	9.75
2	10.00	10.00	10.00
3	10.25	10.25	10.25
4	10.75	10.75	10.75
5	11.25	11.25	11.25
6	11.75	11.75	11.75
7	12.25	12.25	12.25
8	12.75	12.75	12.75
9	13.25	13.25	13.25
10	13.75	13.75	13.75
11	14.25	14.25	14.25
12	14.75	14.75	14.75
13	15.00	15.00	15.00
14	15.25	15.25	15.25
15	15.50	15.50	15.50

It is expressly agreed that upon the expiration of this agreement, all wages will remain frozen at the 2014-15 wage until such time as a successor agreement has been ratified.

APPENDIX B
HEALTH INSURANCE

ELIGIBLE EMPLOYEES

DONAHUE, MAGDEFRAU, AND REIDEL
BALLARD, DEWALD, DINSMOORE, SCHEMBER, AND VANBEVERN

The Board agrees to pay the amount of the hard cap as defined by PA 152 towards employee health insurance premiums. Any amount in excess of the hard cap will be the responsibility of the employee.

APPENDIX C

Unionville-Sebewaing Area Schools Support Staff Evaluation

Evaluator: _____ Employee: _____ Date: _____

Status: _____ Probationary _____ Non-Probationary

.INSTRUCTIONS: Read carefully the description given for each of the qualifications below. Then place a circle around the number in the column which, in your opinion, most accurately describes the employee's standing. Evaluate each qualification without regard to the employee's rating on any other qualification. 1 being the LOW, 5 being the HIGH.

1	1	2	3	4	5
COOPERATION Ability to get along with others.	Is antagonistic, pulls against rather than works with others.	Is difficult to handle.	Usually gets along with others.	Cooperates willingly, gets along with others.	Gets along well with others. Is friendly and helpful.
2	1	2	3	4	5
INITIATIVE Tendency to go ahead.	Takes no initiative, has to be instructed repeatedly.	Takes very little initiative, requires urging.	Does routine work acceptably.	Is fairly resourceful, does well by him/herself.	Is resourceful, looks for things to learn and do.
3	1	2	3	4	5
COURTESY	Has been discourteous to the public and staff.	Is not particularly courteous in action or speech.	Usually is polite and is considerate of others.	Is considerate and courteous.	Is very courteous and very considerate of others.
4	1	2	3	4	5
ATTITUDE	Doesn't profit by constructive criticism, resents it.	Doesn't pay much attention to constructive criticism.	Accepts constructive criticism and tries to do better.	Accepts constructive criticism and improvement noted.	Accepts constructive criticism greatly.
5	1	2	3	4	5
KNOWLEDGE of the job.	Has not tried to learn.	Pays little attention to learning the job.	Has learned necessary routine but needs supervision.	Understands work, needs little supervision.	Knows job well and shows desire to learn more.

6	1	2	3	4	5
ACCURACY of work.	Is extremely careless.	Is frequently inaccurate and careless.	Makes errors, shows average care, thoroughness and neatness.	Makes few errors; is careful, thorough and neat.	Very seldom makes errors, does work of very good quality.
7	1	2	3	4	5
WORK ACCOMPLISHED	Is very slow, output is unsatisfactory.	Is slower than average.	Works with ordinary speed; work is generally satisfactory.	Works rapidly; output is above average.	Is fast and efficient; production is well above average.
8	1	2	3	4	5
WORK HABITS	Habitually wastes time, has to be watched and prodded along.	Frequently wastes time, needs close supervision.	Wastes time occasionally, is usually reliable.	Seldom wastes times, is reliable.	Is industrious, concentrates very well.
9	1	2	3	4	5
ADAPTABILITY	Can't adjust to changing situations.	Is slow in grasping ideas, has difficulty adapting to new situations.	Makes necessary adjustments after considerable instruction.	Adjusts readily.	Learns quickly, is adept at meeting changing conditions.
10	1	2	3	4	5
APPEARANCE Neatness in personal care.	Is extremely careless.	Often neglects appearance.	Is passable in appearance, but should make effort to improve.	Is very good in appearance; looks neat most of the time.	Is excellent in appearance, looks very well all of the time.
11	1	2	3	4	5
ATTENDANCE	Too frequently absent for continued employment.	Not regular enough in attendance.	Usually dependable.	Dependable.	Never absent except for an unavoidable emergency.
12	1	2	3	4	5
PUNCTUALITY	Too frequently tardy for continued employment.	Very often tardy.	Punctuality could be improved.	Seldom tardy.	Never tardy except for an unavoidable emergency.

COMMENTS: SEE ATTACHED

Considering all factors, the work performance of this employee is _____ satisfactory, _____ needs improvement, _____ unsatisfactory (check one).

I understand that my signature is not intended to indicate my agreement with appraisal, but indicates that I have read the appraisal. I recognize my right to discuss this appraisal with my evaluator and attach comments concerning this appraisal.

Evaluator

Date _____

Employee

Date _____

Two copies of the evaluation will be signed and dated. One will be filed in the employee's personnel file. The other will be given to the employee.

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