

AGREEMENT

BETWEEN

MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT

AND THE

MICHIGAN EDUCATION ASSOCIATION

(MONTCALM AREA INTERMEDIATE EDUCATION  
SUPPORT PERSONNEL ASSOCIATION)

2022-2023

2023-2024

2024-2025

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## ARTICLE I

### AGREEMENT

This Agreement is made and entered into, by and between the Board of Education of the Montcalm Area Intermediate School District, hereinafter called the "Board," and the Montcalm Area Intermediate School District Educational Support Personnel Association (Michigan Education Association), hereinafter called the "Association."

## ARTICLE II

### RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Public Act 379, 1965, for all full-time and regularly scheduled part-time Para-Educators, Bus Drivers/Bus Aides with CDL, regularly scheduled part-time and full-time Career Technical Education Paraprofessionals, Administrative Assistants and Custodial/Maintenance. Excluded are the following: Mechanics, Professional Development Coordinator, Communication and Public Relations Manager, Substitutes, Temporary Employees, Technicians, Fiscal Services Coordinator, Financial Accountants, Business Office Assistants, Personnel and Student Service Manager, Interpreters, Special Education Data Specialist, Certified Occupational Therapy Assistant, Physical Therapy Assistants, Supervisors and all others.
- B. The term employee when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined and any references to female employees shall include male employees.

## ARTICLE III

### ASSOCIATION RIGHTS

- A. Special Conferences

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

### ARTICLE III – ASSOCIATION RIGHTS CON'T

#### B. Bulletin Boards and School Mails

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

#### C. Use of Facilities and Equipment

With the approval of the Superintendent or designee, the Association shall have the right to use school facilities and equipment, excluding computer labs, when such equipment and facilities are not otherwise in use. Computers may be used for Association purposes with administrative pre-approval during non-work time provided it does not interfere with District usage. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment. Requests for the use of facilities shall be submitted in writing to the Superintendent, or designee.

#### D. Local, State and National Association Representatives

With approval of the Superintendent or his/her designee, duly authorized representatives of the local, state and national levels of the Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with nor interrupt normal school operations.

#### E. Associate Leave Days

Each year the Association shall be allowed twelve (12) days of paid leave to conduct Association business. The Association agrees to reimburse the District for all costs associated with substitute employees and MPSERS contributions as per current state statute and subject to change if state law is modified. The Association agrees requests for the use of such time shall be submitted to the Superintendent at least five (5) work days in advance of the requested leave date.

## ARTICLE IV

### DISTRICT RIGHTS

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

The Board shall be limited only as specifically limited by the express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. The right to assign and direct the working force(s) and work of all personnel, including the right to hire, suspend and discharge employees, approve or deny transfers and filling of vacancies, determine the schedules of all staff, assign work or extra duty to employees, determine the number of shifts and hours (including starting and end times), determine the size of the work force and to lay off employees.
3. Adopt policies and guidelines.
4. Determine the qualifications of employees, including physical conditions.
5. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
6. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.
7. Determine the location or relocation of its facilities and equipment, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

## ARTICLE IV DISTRICT RIGHTS – CON'T

8. In addition to drug testing and alcohol requirements for bus drivers, custodians who operate school equipment will also comply with these procedures, as set in the transportation department drug and alcohol policy.

## ARTICLE V

### EMPLOYEE RIGHTS

- A. Any case of assault or injury upon an employee while performing assigned duties shall be promptly reported to the Board or its designated representative.
- B. Any complaints by a parent of a student directed toward an employee to the Intermediate School Office shall be called to the employee's attention as soon as possible, but in any event prior to consideration by the Intermediate School Board.
- C. Disability Payment. In case of work incapacitating injury or illness for which an employee is, or may be, eligible for work disability benefits under the Michigan Worker's Compensation Law, such employee shall be allowed salary payment which, with his/her work disability benefit, equals his/her regular salary or wage. Board paid insurance premiums and other Board paid benefits for individuals receiving Worker's Compensation Benefits will be limited to not exceed one year.

Sick leave shall be utilized to the extent of the difference as permitted between such payment and the employee's regular salary or wage. Upon exhaustion of sick leave accumulation the differential payment shall be discontinued.

When a physician releases an employee to return to work, the employee will be reinstated as soon as possible.

- D. Discipline of students in the employee's assigned work area shall be handled in accordance with Board policy.
- E. Employees agree to act as witnesses to medication dispensation as requested. In the absence of certified staff, or nurse, trained support staff may distribute medication following all applicable policies.

## ARTICLE V EMPLOYEE RIGHTS – CON'T

- F. Upon written request, the Board shall supply to the Association, public information as required by law.
- G. Employees shall have the right to review the contents of his/her personnel file except for initial references. A representative of the Association may accompany the employee in such review.
- H. Employees shall be entitled to have present an Association representative when being disciplined. When a request for such representative is made, no disciplinary action shall be taken until an Association representative can be present. However, action need not be delayed beyond the end of next week day for a representative to be present. The Board may, at its discretion, place an employee on administrative leave pending the investigation of misconduct or the disciplinary meeting for such conduct.
- I. Work breaks will be allowed each day, in accordance with departmental schedules, not to exceed a total of thirty (30) minutes for an eight (8) hour day.

Each employee shall receive an uninterrupted, duty-free lunch period of not more than one (1) hour and not less than thirty (30) minutes.

The specific time for break and lunch periods shall be arranged with the employee's immediate supervisor.

Employees shall be entitled to leave their work station during their lunch period.

- J. Upon completion of the probationary period, no employee shall be disciplined without just or reasonable cause.
- K. It is the responsibility of an employee to immediately report injuries incurred while on the job.
- L. Student assaults on employees properly acting in the line of assigned duties shall be immediately reported to the employee's supervisor. Where such an assault causes damages to an employee's personal property, the District shall consider an equitable financial reimbursement to be paid towards the repair or replacement of damaged items. Such consideration shall be given on an individual case basis and it is expressly

## ARTICLE V EMPLOYEE RIGHTS – CON'T

understood that should the damage be compensable through another source (i.e., insurance) that the District shall not reimburse any damages. It is expressly understood by way of example, that this provision does not apply to automobiles or other items not required as a part of assigned duties. The District's total liability in any one case shall not exceed \$175.00. Any claims over \$175.00 will be reviewed on a case by case basis.

- M. Probationary Employee: All employees except Bus Drivers/Bus Aides without a CDL employed on a regular part-time or full-time basis for a period of forty (40) business days. Should a probationary employee miss any scheduled work days during the probationary period, the probationary period shall be extended accordingly. During the probationary period, the employee shall not be eligible for sick leave, bereavement, inclement weather days or personal leave days. During the probationary period, employees are employed at-will which means that the District or the employee may end the employment relationship at any time, with or without notice or reason.

During the probationary period an employee who desires the employee negotiated fringe benefits may pay for them at the group rate until such time as this probationary period has ended when they will be paid for by the Board.

The probationary period for new Bus Drivers/Bus Aides without a CDL will be sixty days. A new hire will not be permitted to substitute in a classroom until they have obtained their CDL.

- N. For the purposes of this Agreement, a substitute employee shall be defined as a person who is employed to temporarily replace a current bargaining unit member who is absent or who is filling a position as allowed in Article XI, A. 1-5
- O. Employees will be paid up to eight hours pay to attend one professional development activity each school year or during the summer prior to the school year. Professional development activities will be approved by the supervisor and must be geared to benefit the employee's current position. The school district will reimburse the employee for pre-approved costs, up to \$150.00 associated with attendance at professional development activities.



## ARTICLE VI

### LEAVES OF ABSENCE

#### A. Sick Leave and Bereavement Leave

1. Twelve month employees will be granted six sick days on July 1 of every year and one per month from January through June for a total of twelve (12) sick leave days per year. Unused sick leave may be accumulated.
2. School year employees (ten month), year round employees and transportation staff will be granted six sick days on the first work day of school every year and one per month from January through May for a total of eleven (11) sick leave days per year. Ten month employees will not be granted or be able to use sick leave days when working during the summer months, with the exception of programs following the year-round calendar. Unused sick leave may be accumulated.
3. Probationary employees shall not be entitled to paid sick leave.
4. The Board may require a physician's statement verifying an illness or disability.
5. Use of sick leave will be allowed for absences due to personal illness or disability, pregnancy related disability, and illness in the family.
6. Any employee absent from work for more than one half of the school year due to disabilities, approved leaves, etc., will not be given credit for the school year as it applies to advancement on the salary schedule. Worker compensation claims are exempt.
7. All sick leave used shall be substantiated by a written physician's statement upon request, or by such other evidence as the appointing authority may require. Falsification of such evidence will be cause for disciplinary action. An employee before returning to his/her duties from an illness of over three (3) working days may be asked for a statement as to the cause of illness from his/her physician. Such a statement shall be submitted to the Administration.
8. Employees whose position requires a substitute must provide a minimum 24 hour notice of absence when taking less than a full day of leave, Failure to provide such

## ARTICLE VI LEAVES OF ABSENCE – CON'T

notice shall require a charge of not less than a half day (sick/personal business) against employee leave bank.

### B. Bereavement Leave

1. An employee will be granted up to five (5) bereavement days in the event of a death. An additional three (3) days of bereavement leave may be approved by the Superintendent. A maximum of eight (8) days per school year will be allowed.
2. One additional day of bereavement leave may be allowed at the discretion of the Superintendent which will be deducted from accumulated sick leave.
3. In the event of an absence using bereavement leave to attend a funeral, the Administration may require proof of attendance.
4. Misuse or abuse of sick or bereavement leave may result in discipline.
5. This bereavement procedure will be reviewed annually by both parties and expires by its terms at the expiration date of this agreement without regard to extensions unless by mutual agreement of the parties.

### C. Jury Duty – Legal Matters

1. A regular full-time employee who is called for jury duty shall be granted a leave of absence to serve as required. He/She shall be expected to be at work during regular working hours when not serving as a juror.
2. Leave of absence for jury duty shall be with full pay, less the amount received by the employee for such jury duty. Pay shall not exceed eight (8) hours for one day or the amount of time scheduled to work, whichever is less.
3. In accordance with State and Federal laws regarding military service and leaves, staff will be granted a Leave of Absence when serving in the Armed Forces or for voluntary service duty during a declared National Emergency. Staff returning from this military leave shall be given re-employment in the same capacity held before the leave of absence. They shall also be given the benefit of any increments

## ARTICLE VI LEAVES OF ABSENCE – CON'T

and advancements on schedule which would have been granted to them had they remained in active service with the school system.

### D. Business Leave

1. Two (2) days per year, may be used for personal business which cannot be taken care of other than during the employee's regular working hours. Personal business days will not be allowed for days preceding or following holidays, scheduled calendar breaks or vacations (except in emergency situations). 4/7/22
2. Personal business days shall be scheduled at a time when this will not interfere with or hamper normal operations of the Intermediate School District. Requests for use of a personal business day must, except in case of emergency, be made to the Superintendent or his/her designee in writing at least two (2) work days prior to the requested leave date.
3. Additional days may be granted at the discretion of the Superintendent. Such days shall be deducted from accumulated sick leave. The denial of such additional days is specifically not subject to the grievance procedure.
4. Employees who are subpoenaed to a court appearance must first use personal business leave days before using any other leave time available except if the subpoena is for employment-related issues.

### E. Leaves Without Pay or Fringe Benefits

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted at the discretion of the District upon written request from an employee without loss or accumulation of seniority. Requests for renewal of such leaves shall be at the discretion of the District.
2. Written request for leaves shall minimally include the reason for the leave, along with the requested beginning and ending date of the leave.

## ARTICLE VI LEAVES OF ABSENCE – CON'T

3. Upon return from an approved leave, employees shall be reinstated to the position within the classification held prior to the leave if available, or a like or similar position or to the position of the least senior employee whom the returning employee is qualified to bump. At least forty-five (45) days prior to the date a leave is scheduled to expire, an employee shall supply the District with written notice of intent to return to work. Failure to supply such written notice shall be considered a voluntary resignation. Employees may submit a written request to terminate an approved leave early and the District may reinstate the employee prior to the approved termination date of the leave.
  4. An employee whose personal illness extends beyond the time compensated shall be granted an unpaid leave of absence for up to one (1) year renewable at the discretion of the Board.
  5. An unpaid leave of absence of up to one (1) year shall be granted for the purpose of child care. Requests for such leaves shall be submitted in writing to the superintendent at least thirty (30) days prior to the requested date of leave commencement. Early termination of such leaves shall be governed in accordance with Section E of this Article. Renewals of leave requests under this section are subject to the Board's discretion.
- F. Any employee requesting and having approved unpaid leave for any reason not covered under the Unpaid Medical Leave Provisions of Article VI, Section G, under the Family Medical Leave Act or unpaid snow day provisions, will reimburse the District for all fringe benefits including health insurance and/or cash in lieu beginning on the sixth (6<sup>th</sup>) nonconsecutive day taken as unpaid leave in any school year. It is expressly understood that the employee will reimburse the District on the sixth (6) day of leave and will reimburse the District for the cost of insurance for the first five (5) days also. After the 3rd nonconsecutive unpaid day, employee will be subject to discipline. An exception to this rule is all unpaid days taken at the request of the program supervisor, or request of the employee with approval of the supervisor when there is a low student count.
- Staff who are on an unpaid leave of absence resulting in more than two consecutive (2) weeks, will be moved to COBRA until such time they return to work full time from leave of absence.

## ARTICLE VI LEAVES OF ABSENCE – CON'T

1. Ten month employees are exempt from the provisions of Paragraph F above during optional summer employment periods.
2. Days in which the employee is subpoenaed will not count against the employee in this Section provided the subpoena is for employment-related issues.

### G. Family and Medical Leave Act

1. In accordance with the specific requirements and definitions of the Family and Medical Leave Act of 1993, a leave of up to twelve (12) work weeks unpaid is available once every twelve (12) months (the District uses a rolling backward twelve (12) month period) for any employee who has worked for the District for over one year and at least 1250 hours in the last twelve (12) month period, for:
  - a. the birth or care of the employee's child;
  - b. adoption or foster care of the employee's child;
  - c. care for the employee's spouse, child or parent with a serious health condition;
  - d. where the employee is unable to perform his/her job functions due to the employee's serious health condition.
2. Spouses who both work for the District are entitled to a combined twelve (12) work weeks unpaid leave under this policy for any reasons stated in 1 (a), (b), or (c) above. In all other instances, each employee will receive up to twelve work weeks of unpaid leave.
3. An eligible 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 workweeks of unpaid leave during a "single 12-month period" to care for the service member.
4. Where possible, any employee requesting leave under this policy will give the District thirty (30) calendar days notice of the date the leave will begin.
5. The District may require a medical certification for any leave requested under 1(c) and (d) above and may require a second medical opinion regarding the need for the leave at its expense. If there is a dispute between medical opinions, Section 103,

## ARTICLE VI LEAVES OF ABSENCE – CON'T

Paragraph C of the Family Medical Leave Act provides for a third opinion from a mutually selected health care provider.

6. An employee may take a reduced or intermittent leave when necessary for medical treatment of a serious health condition of the employee or to care for the employee's spouse, child or parent with a serious health condition. The district may permit any employee to take a reduced or intermittent leave for any leave requested for 1(a) and 1(b) above.
7. Any leave granted under this policy is a part of any other leave to which the employee may be entitled under the collective bargaining agreement. Any employee requesting a leave under 1(a)-(c) above may use accrued paid vacation and personal business leave as part of the twelve (12) work weeks unpaid leave. Any employee requesting leave under 1(d) above must use accrued sick leave as part of the twelve (12) work weeks unpaid leave.
8. The District will continue the employee's group health care benefits during the twelve (12) work week unpaid leave. Employee is still responsible for their portion of the premiums while on FMLA.
9. The District will restore the employee to his/her former position or to an equivalent position after the leave.
10. No employee on a leave under this policy will accrue any other benefits during the leave.

## ARTICLE VII

### GRIEVANCE PROCEDURE

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

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

## ARTICLE VII GRIEVANCE PROCEDURE – CON'T

1. The discipline or termination of services of or failure to re-employ a probationary employee.
  2. Any matter involving employee evaluation.
- B. The term "days" as used herein shall mean week days (Monday through Friday exclusive of holidays and Christmas and Spring break).
- C. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  4. It shall cite the section or subsections of this contract alleged to have been violated;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the relief requested.
- D. **Level One** - An employee or the Association alleging a violation of the express provisions of this contract shall within fifteen (15) days orally discuss the grievance with his/her supervisor in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

**Level Two** - A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, and the Association President.

## ARTICLE VII GRIEVANCE PROCEDURE – CON'T

**Level Three** - Individual employees shall not have the right to process a grievance at Level Three.

1. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration, within ten (10) working days of the receipt of the superintendent's answer, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within ten (10) working days to select an arbitrator according to the following procedures:
  - a. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
  - b. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
  - c. The parties will alternate the initiation of the elimination process with each successive grievance.

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

Should either the Board or the Association wish to terminate the use of the prescheduled panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give six months' notice to the other party.

Prior to the formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

2. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board and the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.



## ARTICLE VII GRIEVANCE PROCEDURE – CON'T

3. Powers of the arbitrator are subject to the following limitations:
  - a. Shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - b. Shall have no power to decide any question, which under this Agreement, is within the responsibility of the management to decide.
  - c. Shall not hear any grievance previously barred from the scope of the Grievance Procedure.
  - d. More than one grievance may not be heard by the arbitrator at the same time absent agreement of the parties.
  - e. Shall have no authority to assess punitive damages on the Board.
  - f. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.
  - g. The fees and expenses of the arbitrator shall not be borne by the prevailing party.
- E. The Association shall have no right to initiate a grievance involving the right of an employee.
- F. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations.
- G. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- H. Notwithstanding the expiration of this Agreement, any claims or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

## ARTICLE VII GRIEVANCE PROCEDURE – CON'T

- I. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Association, if such an adjustment is not inconsistent with the terms of this Agreement, provided the Association has the opportunity to be present at such adjustment.

## ARTICLE VIII

### INCLEMENT WEATHER

- A.1. Career Technical Education Paraprofessionals, Bus Drivers, Bus Aides, and Para-Educators will be compensated up to six (6) days at their regular hourly rate times their regular assigned hours for time lost due to inclement weather. Additional hours lost to inclement weather may result in lost wages. Lost hours may be made up at the Board's discretion to ensure a minimum number of student instruction hours to meet state requirements.
  - a. When the MAISD Transportation Department is closed due to inclement weather or any Act of God, bus drivers and bus aides shall not be required to report to work and may access inclement weather hours.
  - b. When the school program where a para-educator or career technical education paraprofessional works is closed to students due to inclement weather or any Act of God, the para-educator or career technical education paraprofessional shall not be required to report to work and may access inclement weather hours.
2. With the approval of the employee's supervisor, employees may report to work on Act of God days. Employees in such instances shall only receive pay for the hours of work performed on such days. Reporting to work on Act of God days shall not result in duplicated payment as such days are regularly compensable Act of God days.
3. In accordance with Public Act 239 of 1984, where hours of instruction are not held because of severe storms, fires, epidemics or health conditions as determined by city, county or state authorities, those hours may be made up at the discretion of the Board at the end of the school year, to ensure a minimum number of student instruction hours required for full state aid.

## ARTICLE VIII INCLEMENT WEATHER – CON'T

4. When one of the constituent districts closes early because of the weather, the children from that area may, at the discretion of the Board, also be sent home early, with no loss of pay for the driver.
5. Custodial Staff: In the event school buildings operated by the district are closed or delayed for opening due to inclement weather or any Act of God, Intermediate School District custodial staff shall report to work as scheduled. Employees who are delayed due to road conditions or bad weather will be expected to make up the time the same day or sometime during the same week unless they elect to take the time as unpaid. This should be arranged with and approved by the employee's immediate supervisor.
6. Administrative Assistants:
  - a. Employees who are delayed due to road conditions and report to work late will be expected to make the time up the same day or sometime during the same week unless they elect to take the time as unpaid. This should be arranged with and approved by the employee's immediate supervisor.
  - b. Employees who report to work and are dismissed early at the discretion of the Intermediate Superintendent due to deteriorating road/weather conditions shall not be penalized for the early dismissal. However, employees who failed to report to work will not receive work credit for the early dismissal time.
  - c. Employees who report to work on inclement weather days, when ALL seven (7) districts are closed may choose to start their workday two (2) hours delayed from the scheduled start time.
7. Bus Drivers:
  - a. At times of inclement weather, bus drivers and transportation aides should tune to the appropriate radio and TV stations to determine if transportation for the MAISD has been cancelled. The transportation supervisors will attempt to reach transportation employees by phone as soon as the decision to cancel transportation has been made. If drivers and transportation aides arrive at their assigned bus location because they were not notified in a timely manner, they will be compensated with one hours pay.

## ARTICLE IX

### VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as either a newly created position within the bargaining unit or an unoccupied existing position which the District elects to fill. Internal transfers shall not be considered as vacancies.
1. Vacancies within their classification may be filled by a qualified member of the bargaining unit if a request is made within the five (5) work day posting period. The subsequent opening will be considered for internal transfers. The intent of this language is that not more than one five (5) work day posting period be required for each vacancy and any internal movement of bargaining unit members. Vacancies shall be posted in a conspicuous place in each building for a period of five (5) work days.
  2. When a vacancy is posted, an employee may indicate interest in that position by applying and submitting an on-line application.
  3. Vacancies occurring during the school year shall be filled with substitutes at the option of the District to the end of the semester, except as follows:
    - a. Special education non-mandated para-educators are defined as those para-educators who are assigned for the health and safety needs of individual students via an Individual Educational Planning and Placement Committee (IEPC).
    - b. Non-mandated (temporary) special education para-educators positions shall be filled by substitute employees at the option of the district for up to a two year period. If a student (other than early childhood special education, see subsection c., below) continuously requires a non-mandated para-educator during two consecutive school years, the para-educator position will be considered a vacancy and filled for the beginning of the next school year.
  4. Vacancies created by consummated internal requests need not be posted.

## ARTICLE IX VACANCIES, TRANSFERS AND PROMOTIONS – CON’T

### B. Postings shall include the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Necessary qualifications as follows:
  - a. Special Education Para-Educators The Board will comply with State and Federal requirements and qualifications that may be required.
  - b. Technical Education Paraprofessionals: CTE paraprofessionals must be eligible for and meet all CTE paraprofessional requirements as outlined by MDE and qualify for annual career authorization or CTE substitute authorization.

Where applicable, a bus driver in either of the above classifications shall have a valid driver's license and certificate to drive a school bus.

The Board may establish qualifications in addition to those set forth above provided they directly relate to the required duties of the job. It is understood that the reasonableness of the qualifications established by the Board is subject to the grievance procedure set forth in Article IX.

Any employee interested in posted vacancies may apply through an on-line application process within the five (5) work day posting period. Any employee's application shall include personal qualifications they deem relevant to the vacancy. Any employee may request copies of postings be forwarded to their home address during the summer by filing a written request with the Office of the Superintendent.

### C. The criteria may be used in the following order to fill vacancies:

1. Qualifications (may include: specific training, academic ability and classroom experience as appropriate to the position)
2. Seniority.

## ARTICLE IX VACANCIES, TRANSFERS AND PROMOTIONS – CON'T

- D. Within twenty (20) work days after the expiration of a vacancy posting period, the District shall make a determination as to which applicant shall be selected. Notice of the selection shall be sent thereafter to all applicants and the president and treasurer.

Employees granted positions by the District shall serve a sixty (60) work day trial period. The District reserves the right during said period to return the employee to their former position if the employee does not meet acceptable performance standards.

- E. When a part-time job becomes a full-time job, it must be posted. Copies of all postings are to be sent to the Association president.
- F. An employee whose request for a vacancy is granted shall relinquish the right to other transfers for a period of 12 months unless waived by the administration.
- G. A para-educator whose position is discontinued (assigned student leaves) shall be reassigned by the Superintendent or his/her designee.

## ARTICLE X

### EVALUATION OF EMPLOYEES

- A. All formal evaluations shall be reduced to writing and a copy given to the employee within ten (10) work days of the evaluation. If the employee disagrees with this evaluation, he/she may submit a written answer which shall be attached to the copy of the evaluation in question.
1. When formal monitoring or observation is used by an evaluator, it shall be conducted openly and with full knowledge of the employee. It is understood, however, that evaluations need not include formal monitoring or observation.
  2. The use of the bus video camera is allowed for purposes of conducting bus driver evaluations as long as the bus driver being evaluated is provided advanced notice not less than five (5) workdays but not more than ten (10) workdays.

## ARTICLE X EVALUATION OF EMPLOYEES – CON'T

- B. If an employee is asked to sign an evaluation placed in his/her file, such signature shall be understood to indicate his/her awareness of the evaluation, but in no instance shall said signature be interpreted to mean agreement with the content of the evaluation.
  - 1. Employees shall be evaluated not less than once every three (3) years on or before June 1.

## ARTICLE XI

### LAYOFF AND RECALL

- A. For the purposes of this Agreement, there shall be six classifications of employees:
  - 1. Para-educators
  - 2. Bus drivers
  - 3. Career Technical Education Paraprofessionals
  - 4. Custodians
  - 5. Administrative Assistants
  - 6. Maintenance
- B. Layoff shall be defined as a reduction in the work force within the classification. The Association may request to meet to discuss proposed reductions and the various means to that end.
- C. In the event of a reduction in the work force within a classification, the employer shall first layoff probationary employees within that classification, provided there are qualified non-probationary employees to perform the remaining work. If further reductions are necessary, the criteria will be used in the following order to reduce staff:
  - 1. Qualifications (may include: specific training, academic ability and classroom experience as appropriate to the position)
  - 2 Seniority.
- D. Employees whose positions have been eliminated shall have the right to be transferred upon request to the position held by the least senior person within the classification and job description (as stated above in A, 1-6) or choose a position from the substitute list provided they meet the qualifications. The least senior employee within the bargaining unit may pick from the substitute list for a position (retaining bargaining unit member wages, benefits and rights) or shall be laid off in accordance with the contract. The

## ARTICLE XI LAYOFF AND RECALL – CON'T

bumping process will occur only after a school year has ended and must be concluded by August 1 of the next school year.

1. Employees who bump into other positions will be given a thirty (30) work day trial period.
  2. Ten and twelve month positions will be treated the same for bumping purposes.
  3. Transportation staff qualifications will be determined by the following criteria:
    - a. Successful completion of all state department requirements (CDL, drug and alcohol testing, etc.)
  4. In the event of a unit vacancy the most senior member on the substitute list will be asked first to fill the vacancy. If they decline, the District will continue to offer the vacancy to those on the substitute list, by seniority, until someone accepts. If the position is still open, the least senior member on the substitute list must fill the vacancy or be laid off in accordance with the contract.
- E. No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff unless there is an economic emergency where as much notice as possible up to thirty (30) days will be given.
- F. Non-probationary employees shall be retained on a recall list for a period of two (2) years. Employees will be recalled in the inverse order of layoff to vacancies for which they are qualified within their classification. Notices of recall shall be sent by registered mail to the employee's last known address on file with the District. The notice of recall shall state the time and date on which the employee is to report to work.

Employees who fail to respond to the receipt of a recall notice within ten (10) business days shall be considered terminated from employment. Employees declining recall shall forfeit any further entitlement to employment.



## ARTICLE XII

### SENIORITY

- A. Seniority shall be determined as the length of continuous service to the District in the classification as set forth in Article XI, A. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by the last four (4) digits of the employee's social security number with the highest ascending number determining the most senior employee.
- B. Probationary employees shall have no seniority until the completion of their probationary period, at which time their seniority shall revert to the first day of work.
- C. Employees transferred to non-unit positions shall have their accumulated seniority frozen.
- D. Seniority shall be lost by an employee upon termination, resignation, or retirement.
- E. The Employer shall prepare, maintain and post the seniority lists. The seniority lists shall be prepared and posted conspicuously in all buildings of the district by October 1 of each year. A copy of the seniority lists and subsequent revisions shall be furnished to the Association.

## ARTICLE XIII

### NO STRIKE CLAUSE

- A. The Association agrees that it or the employees shall not authorize, sanction, condone, or engage in any strike or related activities for the duration of this Agreement.
- B. The Board will have the right to all remedies available at law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article of the Agreement.

## ARTICLE XIV

### COMPENSATION

- A. The basic compensation shall only be as set forth in Appendix "A."
- B. The normal work week for all employees shall be Monday through Friday.
- C. The following conditions shall apply to all overtime work:
  - 1. Time and one-half will be paid for all hours worked over forty (40) hours in a week except as hereinafter provided.
    - a. Time spent on paid or unpaid leaves (i.e., sick leave, Act of God days, vacation, holiday, association days, conference days, personal business leave, etc.) shall not count as hours worked for purposes of computing overtime pay.
    - b. Compensatory time off may be approved in accordance with the applicable guidelines of the Michigan Department of Labor.
    - c. Employees scheduled to work in excess of eight (8) hours per day are off work on a paid leave day (i.e., sick leave, personal leave, Act of God days, etc.) shall only receive eight hours pay for such days.
  - 2. All hours worked on Saturdays and Sundays shall be time and one-half.
- D. The Board shall reimburse each driver for the difference between the cost of a chauffeur's license and that of a regular license.
- E. A regular driver's work day will begin when assigned to start his/her bus for a safety check and will end upon completion of assigned duties at the end of the day.
- F. If Career Technical Education Annually Authorized paraprofessionals and special education para educators are asked to substitute teach in place of an instructor, they will be paid the additional "minimum wage" amount per hour in addition to their regular hourly rate for student contact hours only.

## ARTICLE XIV COMPENSATION – CON'T

- G. Employees interested in working as a bus driver/bus aide substitute or a para educator substitute will fulfill the daily hours of the position they were hired for. Para Educator employees subbing as a bus driver/bus aide will be paid at their regular hourly rate. Bus Drivers/bus aides subbing as a para educator will be paid at their regular hourly rate minus the \$1.25 per hour for CDL (i.e., if they are on Step 1 of the Bus Driver/Bus Aide with CDL scale, they will be paid on Step 1 of the SE Para Educator/Bus Aides without CDL, etc.) Para Educators wishing to substitute as a bus driver will maintain all pertinent driving credentials and be put on a call list to be called as available and needed.
- H. Any additional hours worked by custodians, administrative assistants, career technical education paraprofessionals or para-educators must have the prior approval of the supervisor.
- I. Para-Educators are entitled to work a total of 30 additional minutes scheduled before and/or after students leave. The work schedule including the additional 30 minutes will be based on the employees' job assignment and scheduled hours and will require supervisor approval.
- J. Unused Sick Leave  
When a staff member applies for and begins collecting retirement pay from Michigan Public School Employees Retirement System (MPERS) and has completed ten (10) years of service with MAISD, he/she shall be entitled to receive payment for unused sick leave equal to one-third (1/3) of the number of accumulated sick leave hours; an employee with 20 or more years of service with MAISD shall receive payment for unused sick equal to one half (1/2) of the number of accumulated sick leave hours.

Sick leave hours reimbursement shall be calculated and paid at a rate equal to the employee's hourly rate at the time of retirement. The maximum sick leave accumulation allowed for purposes of retirement payout is 130 days. Payment will be made within two months following the effective retirement date and district receipt of ORS retirement notification.

## ARTICLE XIV COMPENSATION – CON'T

The District has a “Special Pay Plan” as authorized under Section 401(a) of the Internal Revenue Code for purposes of providing eligible employees the maximum tax advantage on all employment separation payments. All separation payments will be made under this Plan and to a single vendor.

- K. A new employee who is hired with a CDL and works in transportation will be paid a one-time \$1,500.00 stipend to be paid \$750.00 after 40 working days and the remaining \$750.00 to be paid after 120 working days.

A new employee hired without a CDL and works in Transportation will receive a \$1,500.00 stipend to be paid 180 working days after obtaining their CDL.

Current Transportation Employees hired prior to July 1, 2022, will receive a one time \$500.00 stipend after 6 months of receiving their CDL.

Current Transportation Employees who obtained their CDL prior to July 1, 2022, will receive a one time \$500.00 stipend for the 2022-2023 school year only.

- L. The Board proposes an Employer paid contributory annuity in the amount of one percent (1.0%) of the support staff employee’s gross annual wage. The annuity will be paid into an existing and approved ISD annuity of the support staff employee’s choice, provided that the support staff employee has contributed at least one percent (1%) him/herself into that plan. The total employer paid matching contribution shall not exceed one percent (1.0%). The Employer shall contribute to the plan in the last pay period of the fiscal year.

- M. Attendance Bonus

The Board of Education and the Association recognize the need for necessary sick and personal day usage by members. The parties also recognize that it benefits students and staff if the utilization of these days is minimized. Based on this understanding, the parties agree to an attendance bonus.

Staff that have taken three (3) or fewer sick/personal/unpaid days off in a given school year, will receive \$1,000.00 off salary schedule payment at the end of the year. Staff that have taken five (5) or fewer sick/personal/unpaid days off in a given year, will receive \$500.00 off salary schedule payment at the end of the year. Those that use more than five

## ARTICLE XIV COMPENSATION – CON'T

(5) days will not be eligible for attendance bonus. Bereavement, Mandatory COVID Quarantine (PCR results provided to employer for verification\*), Worker Compensation and Jury Duty absences are exempt. \*Mandated language and current COVID guidelines to be reviewed on an annual basis, prior to July 1 of each school year.

This attendance bonus will be paid on the first pay date in August. The parties agree that this bonus is an increase over the normal pay schedule and is considered Non Reportable Compensation under the Michigan Office of Retirement Service rules and regulations.

Attendance Bonus will be revisited at the end of the 2022-2023 school year, prior to June 30.

- N. Staff that have more than sixty (60) days of paid sick/personal leave may sell up to five (5) unused sick days at the end of each school year as long as the bank does not drop below (60) days.

Each paid leave day value will equal their daily pay.

Staff will notify the Business Office in writing of their decision to sell the unused paid leave days by June 1<sup>st</sup> of the calendar year. Requests must be received in writing or will not be accepted. Requests received after June 1<sup>st</sup> will not be accepted. (Form available online)

If employee elects to sell back five (5) unused sick/personal days, this will be paid on the first pay date in August. The parties agree that this is an increase over the normal pay schedule and is considered Non Reportable Compensation under the Michigan Office of Retirement Service rules and regulations.

## ARTICLE XV

### FRINGE BENEFITS

- A. The Board's full responsibility under this article is to provide the specified premium rates toward the purchase of health insurance to eligible employees. It is expressly understood that all coverage's provided hereunder are specifically subject in all respects to the rules and regulations of the various insurance carriers.

## ARTICLE XV FRINGE BENEFITS – CON'T

- B. The Board shall not be required to make duplicate contributions toward medical-hospitalization insurance premiums for its employees. To avoid such duplication where applicable, one employee shall be designated the insured and the other as a covered dependent. Such designation shall be determined by the employees involved.
- C. For all employees employed as of July 1, 2008, and scheduled to work 27 ½ hours or more per week, the Board shall provide an insurance plan compliant with PA 152 for a full twelve month period for the bargaining unit member and his/her entire family as defined by the insurance company. Any member employed after July 1, 2008, shall work 30 hours to be eligible for the insurance noted above. Any member employed after July 1, 2010, shall work 30 hours to be eligible. A bus driver whose work schedule changes after the start of the school year, at no fault of the driver, will not lose their insurance benefits for the remainder of that school year.

D. Insurance Protection

The district shall provide a mutually agreed upon health insurance package in total compliance with PA 152. The district shall pay the current hard cap amounts as determined by law.

The district shall provide without cost to the employee dental, vision, LTD and life insurance coverage.

For employees not selecting a health insurance plan the district will provide without cost to the employee dental, vision, LTD and life insurance coverage.

For employees not electing health insurance, the Board will contribute three hundred fifty dollars (\$350.00) per month Cash Option through a Section 125 Plan in compliance with IRS Code. Proof of other insurance coverage must be provided in order to receive in cash-in-lieu.

Staff who are on an unpaid leave of absence resulting in more than two consecutive (2) weeks, will be moved to COBRA until such time they return to work full time from leave of absence.

## ARTICLE XV FRINGE BENEFITS – CON’T

By April 1<sup>st</sup> of each year if the Association is interested in changing the medical insurance plan, the parties shall meet and discuss plan options. Changes will be made by mutual agreement.

Link to Munetrix and then click on "Employer Sponsored Health Care Plans" to view available coverage.

<https://secure.munetrix.com/n/Michigan/Schools/WCR/Montcalm-Area-ISD>

E. **Career technical education paraprofessional, para-educators and Bus Drivers Only**

For employees scheduled to work twenty (20) hours to thirty (30) hours per week, the Board shall provide a cash option in lieu of health benefits. The cash amount shall be two hundred twenty-five (\$225.00) per month cash option through a Section 125 Plan of the Internal Revenue Code.

F. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "At work requirements" of the underwriting insurer with this employer before benefits are effective.

G. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

H. MAISD needs qualified and experienced personnel to provide leadership and instruction in the area of special education and recognizes that some existing support staff members exhibit those abilities. In an effort to support those individuals in furthering their advancement and professional growth the board shall establish a pool of funds not to exceed \$10,000 for purposes of providing financial support for those individuals seeking professional growth. The intent of this language is to assist support staff members in becoming a certified teacher or obtaining additional certification and/or endorsement. To become eligible for reimbursement the following conditions must be met.

A. The college classes or training are pre-approved by the immediate supervisor and Superintendent.

B. The college classes or training will benefit the employee in their current or future role with MAISD as determined by administration.

## ARTICLE XV FRINGE BENEFITS – CON'T

- C. Once approved, the employee must provide written verification of completion and/or receipt of at least a 3.0 grade in the class.
  - D. Reimbursement for all bargaining unit members combined under this provision shall not exceed \$10,000 in any given fiscal year. If all reimbursement requests exceed this number then they will be pro-rated based on a percentage of total costs applied to the \$10,000 cap.
  - E. Requests received and approved by May 1 for classes that end within the current fiscal year (June 30) will be included in the cap calculation for that year. Requests received after May 1 and classes that end after the fiscal year (June 30) will be included in the cap calculation for the next fiscal year.
  - F. Eligible costs are specific to tuition of enrolled course(s). (excluded are books, technology fees, student service fees, education program fees, any other fees associated with college enrollment). Reimbursement is specific to course tuition paid out of pocket. Awards, refunds, relief funds, pell grant, etc. are not reimbursable and will be deducted from reimbursable charges.
- .

## ARTICLE XVI

### PAID HOLIDAYS AND VACATIONS

#### A. General Provisions

- 1. For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day (not to exceed eight (8) hours).
- 2. To receive holiday pay, the employee must work the last scheduled workday before and the first scheduled workday after the holiday. Any deviation from this, with the exception of FMLA, will be reviewed by the Superintendent.
  - a. Employees on sick leave, covered under FMLA, will be eligible for holiday pay at the discretion of the Superintendent.
  - b. Probationary employees shall not be eligible for paid holidays.
  - c. An employee on sick leave may be required to prove medical verification of illness.



## ARTICLE XVI PAID HOLIDAYS AND VACATIONS – CON'T

Sections B applies to para-educators, bus drivers and career technical education paraprofessionals.

B. The following days shall be recognized and observed as paid holiday:

	<u>2022-23</u>	<u>2023-2024</u>	<u>2024-2025</u>
Labor Day	09-05-22	09-04-23	09-02-24
Thanksgiving	11-24-22	11-23-23	11-28-24
Day after Thanksgiving	11-25-22	11-24-23	11-29-24
Christmas Eve	12-24-22	12-24-23	12-24-24
Christmas	12-25-22	12-25-23	12-25-24
New Year's Eve	12/31/22	12/31/23	12/31/24
New Year's Day	01-01-23	01/01/24	01-01-25
Good Friday	None	None	None
Memorial Day	05-29-23	05-27-24	05-26-25

If the actual legal holiday falls on Saturday, it will be observed on the preceding Friday. If it falls on Sunday, it will be observed on the following Monday.

C. Regularly scheduled twelve-month Administrative Assistants and custodians shall receive the following paid holidays:

- \*Labor Day
- \*Thanksgiving
- \*Day after Thanksgiving
- \*Christmas Day
- \*Day before Christmas
- \*New Year's Eve Day (If New Year's Day falls on a Tuesday, Wednesday, Thursday, or Friday)
- \*New Year's Day
- \*Good Friday
- \*Memorial Day
- \* Independence Day

If the actual legal holiday falls on Saturday, it will be observed on the preceding Friday. If it falls on Sunday, it will be observed on the following Monday.

D General Provisions for Vacations

1. Full year Administrative Assistants and Custodial staff shall be eligible for paid vacation.

## ARTICLE XVI PAID HOLIDAYS AND VACATIONS – CON'T

2. Vacation days are not accumulated. A maximum of five vacation days may be carried over each year to be used by the next anniversary date. Request to carry-over five days must be submitted to the Superintendent in writing prior to the anniversary date.
3. Vacations shall be scheduled at a time when this will not interfere with or hamper normal operations of the Intermediate School District. Vacations are to be arranged with and approved by the Department Directors.
4. Vacation will be granted based upon the following schedule:
  - 5 days - First year (eligible after 6 months of employment)
  - 5 days - Second year
  - 12 days - Third year
  - 15 days - Fifth year
  - 18 days - Tenth year
  - 20 days - Fifteenth Year +

Vacation leave will be available at the beginning of the anniversary date; however, if the Employee leaves employment during the year, vacation leave will be pro-rated. If more vacation leave days were used by the Employee than allowed after pro-ration, the district will calculate the amount owed to the district by the Employee for vacation leave in excess of the prorated amount and will reduce the Employee's last paycheck by that amount. The Employee agrees to execute additional documentation, if any, needed to allow for this reduction.

## ARTICLE XVII

### MISCELLANEOUS

#### A. ALL EMPLOYEES

1. Employees shall be required to attend all meetings called by the Administration. Reasonable effort will be made to call meetings during working hours.
2. In the event that an employee is not able to report for work for any reason, notice shall be made to the office as soon as practical.

## ARTICLE XVII MISCELLANEOUS – CON'T

3. Approved employee travel by car shall be at the rate established by the Board.
4. Physical examinations required by the Board shall be paid by the Board.
5. The Board reserves the right to transfer work to constituent districts. During the term of this Agreement, contracting of work other than to constituent districts shall be subject to negotiations between the parties.
6. The Board may continue to utilize state or federally funded programs to operate positions within the district such as the foster grandparent program.
7. The Board may utilize uncompensated volunteers for such special events as trips to Tiger ball games and the Special Olympics.
8. The Board may continue to utilize other volunteers to the extent that they are not utilized to displace bargaining unit members.
9. The Board shall provide inservice on universal precautions to all employees.
10. The Board shall provide inservice instruction to all employees coming into contact with medically fragile and EI students.
11. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision of application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

### B. BUS DRIVERS

1. The Board will designate a Physician(s) to provide the physical examination or pay an amount up to the Board Physician rate to be used by the bus driver to receive a physical examination from a Physician of the bus driver's choice.

## ARTICLE XVII MISCELLANEOUS – CON'T

2. All field trips that are needed during the school day will be offered based upon seniority. This will rotate daily. If the most senior driver declines, the trip will be offered to the next most senior driver until the field trip is filled. Acceptance of a field trip should not require adjustment of any driver's current schedule.
3. All employees, whether on layoff or returning from leave, are entitled to participate and exercise their seniority in the annual bid of bus routes and bus aide assignments. The most senior employee shall have first choice of assignment. Selection of assignments shall continue in order of the next most senior employee until all available assignments are selected. In the event all bus driving assignments have not been filled, aides with a CDL will be assigned as the driver in inverse order of seniority to any open route until all routes are filled. Bidding for scheduled bus routes will be conducted as follows:
  1. Administration shall coordinate and conduct the bidding meeting.
  2. Routes will be established and will be made available to review three (3) days prior to the actual bidding of routes.
  3. Route layouts will include the approximate time (length), number of students and planned stops.

It is recognized and understood that routes are subject to change at any time before, during and after bidding.

Bidding for bus routes shall take place once a year, in August for all routes. Only bus drivers possessing a CDL and hold all qualifications to drive a bus will be permitted to participate and exercise their seniority in the bid of bus routes. Each employee will be given ten (10) minutes to bid a route.

Any bus route that becomes vacant after the initial bus route bid will be posted and filled without going through another complete bidding process. The Transportation Director may choose to assign an aide with a CDL to the open route for the remainder of the school year.

## ARTICLE XVII MISCELLANEOUS – CON'T

In the event a substitute driver or aide is needed, the assistant or transportation supervisor will assign the absence/vacancy from a list of certified and qualified people who have signed up to do substitute work. Qualified union members available to work on specific dates will notify supervisor one week prior to that date. In the event all available drivers refuse, the District shall have the right to assign. If an existing employee is involuntarily moved to cover the absence/vacancy, the employee moved shall be held harmless and will not experience a decrease in pay resulting from the temporary change in assignment.

### C. CUSTODIAL/ADMINISTRATIVE ASSISTANTS

1. When extra hours (non-overtime, hours outside regular assignment) become available, such hours shall be offered on a seniority basis to the employee(s) in the classification who does not have an 8-hour per day assignment. In order to receive such hours, the employee must possess the skills necessary to perform the duties involved. The extra hours must not conflict with the employee's current schedule.


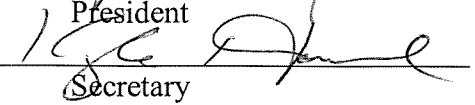
ARTICLE XVIII

DURATION OF AGREEMENT

Upon ratification of the parties this Agreement shall continue in effect until June 30, 2025.

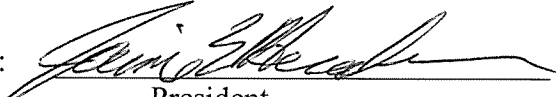
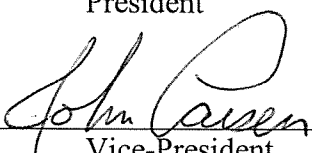
Montcalm Area Intermediate Board of Education

Date: 6/30/2022

By:   
President  
By:   
Secretary

Montcalm Area Intermediate Education  
Support Personnel Association

Date: 6/30/2022

By:   
President  
By:   
Vice-President

## APPENDIX A

2022-2023      Steps and 4% + an additional .50 per step  
 2023-2024      Steps and 3%  
 2024-2025      Steps and 2%

Step	2022-2023	2023-2024	2024-2025
CTE Para Pros			
1	16.63	17.13	17.47
2	17.20	17.72	18.07
3	17.91	18.45	18.82
4	18.48	19.03	19.41
5	19.14	19.71	20.10
6	19.77	20.36	20.77
7	20.15	20.75	21.17
8	20.49	21.10	21.52

Bus Drivers/Bus Aides with CDL	2022-2023	2023-2024	2024-2025
1	16.88	17.39	17.74
2	17.33	17.85	18.21
3	17.77	18.30	18.67
4	18.21	18.76	19.14
5	18.69	19.25	19.64
6	19.14	19.71	20.10
7	19.48	20.06	20.46
8	19.83	20.42	20.83

Percentage increase was determined from the base rate, excluding the 1.25 per hour for CDL.

SE Para-Educator/Bus Aides without CDL	2022-2023	2023-2024	2024-2025
1	15.54	16.00	16.32
2	16.00	16.48	16.81
3	16.44	16.93	17.27
4	16.86	17.37	17.72
5	17.36	17.88	18.24
6	17.78	18.31	18.68
7	18.14	18.68	19.05
8	18.49	19.04	19.42

Custodians/Administrative Assistants	2022-2023	2023-2024	2024-2025
1	15.51	15.98	16.30
2	16.06	16.54	16.87
3	16.58	17.08	17.42
4	17.12	17.63	17.98
5	18.03	18.57	18.94
6	18.39	18.94	19.32
7	18.74	19.30	19.69
8	19.12	19.69	20.08

Maintenance	2022-2023	2023-2024	2024-2025
1	16.76	17.23	17.55
2	17.31	17.79	18.12
3	17.83	18.33	18.67
4	18.37	18.88	19.23
5	19.28	19.82	20.19
6	19.64	20.19	20.57
7	19.99	20.55	20.94
8	20.37	20.94	21.33

Percentage increase was determined from the base rate, excluding the 1.25 per hour for Maintenance.

One (1) Step shall be given for each year of college. (30 semester hours that are job applicable) He/she will advance one step the first year following notification of 30 semester hours earned.

Full credit for prior professional experience with the Montcalm Area Intermediate School District will be allowed; or full credit for professional experience in the particular area of specialization outside the Montcalm Area Intermediate School District will be allowed; or professional experience in other school districts with full or partial credit for related experience may be granted by the Board of Education upon recommendation of the Superintendent.

Longevity pay for all groups after 15 years of service to MAISD to be paid in an hourly rate of \$0.20 added to step hourly rate. Longevity is not subject to percentage increases.

Salary increases for Administrative Assistants, Custodians and year round employees will be effective July 1. Salary increases for 10-month employees will be effective the first reporting day of each school year.