### **MENOMINEE AREA PUBLIC SCHOOLS**

# **MENOMINEE**, MICHIGAN

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# WORKING REGULATIONS FOR

LIBRARY ASSISTANTS

JULY 1, 2022 - JUNE 30, 2024

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Seniority List

#### **RECOGNITION**

The Board of Education recognizes that these working regulations pertain to part-time (less than forty (40) hours per week) Library Assistants.

CONTRACT YEAR: The District will agree that the normal work year for a Library Assistant will be the number of student instructional days plus four (4) work days. This will include the number of instructional days, the beginning and ending staff work day, and two additional days to be determined by each building principal. These two additional days could be prior to the start of the school year, at the end of the school year, the traditional conference day, records day, or a combination thereof.

#### **WORKING REGULATIONS FOR LIBRARY ASSISTANTS**

#### EFFECTIVE DATE: JULY 1, 2022 THRU JUNE 30, 2024

#### I. SICK LEAVE - Absence in case of personal illness

- 1. All Library Assistants absent from duty on account of their own personal illness shall be paid their hourly salary, up to eighty (80) hours during any school year, except when additional sick days have been accumulated in that employee's sick bank.
- 2. Unused sick days will be accumulated to eight hundred and eighty (880) hours. An employee retiring from the district who has ten or more years or service with the district and qualifies for retirement with the Michigan Office of Retirement Services, will receive thirty dollars (\$30.00) for every unused sick leave day (8 hours) they have accumulated. Upon proof of retirement qualification being made to the Superintendent, payment for the accumulated total of unused sick leave days will be made into a Special Pay Plan that is in compliance with IRS regulations regarding Special Pay plans. Payout will be over a two year time span in accordance with the Special Pay plan payout option or one lump sum.
- 3. Up to forty (40) hours of an employee's annual sick days may be used by the employee for the serious illness of his or her immediate family. Immediate family means the employee's own spouse, domestic partner, child, dependent, parents, parents-in-law and step-family. Serious illness means illness that requires the services of a physician. May be extended with approval from the Superintendent.
- 4. The Board reserves the right to require proof of personal injury or sickness by a doctor's certificate when returning from a sick leave.
- 5. A probationary employee shall be credited with sick leave during their probationary period (see "VI-Probationary Employees"). However, the probationary employee shall be required to pay for sick leave used if the probationary employee does not complete the probationary period.
- 6. An employee whose personal illness, as certified by a duly qualified physician, extends beyond the expiration of his/her paid sick leave, may be granted a leave of absence, without pay, by the Board for the duration of his/her illness, not to exceed one (1) year. Such leave will not be granted to probationary employees. Request for such leave shall be made in writing, to the Board of Education. The Board may require medical certification at any time that the employee is able to continue employment.

- 7. An employee granted such unpaid leave shall not be eligible for fringe benefits, accrue retirement, sick leave, or seniority during the period of such leave.
- 8. A pool of two hundred and forty (240) non-accumulative hours will be established each year by the district to be used by library assistant personnel who have used all other available paid leave. Hours may be used from the bank for long-term continuous illnesses, medical operations, or injuries, in which the employee will miss work for a minimum of two weeks. A committee consisting of two (2) Library Assistants and two (2) District Office administrators will review and make a determination FOR EACH REQUEST MADE to use the sick leave bank. In the event the committee cannot make a decision, the superintendent shall render a final decision.
- II. FUNERAL LEAVE An employee may be allowed up to three (3) working days, with pay, as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, spouse or domestic partner, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-family, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day, with pay, not to be deducted from sick leave.

#### III. PERSONAL BUSINESS

- An employee shall be entitled to sixteen (16) personal hours per year. The representative of the Board shall determine, by previous arrangement, the validity of this leave. Except in case of emergency, employees will provide adequate advance notice. Personal business hours not used may be accumulated to a maximum of sixteen (16) business hours for future use.
- Such leave shall be used for matters which cannot be scheduled outside regularly scheduled hours of work and shall be made in writing through the employee's supervisor and shall include the reason for the request.
- 3. It is understood that it is not the intent of personal leave to extend a vacation, holiday, weekend or sick leave. The Board of Education has the right to deny personal business days if it will disrupt the normal operation of the department in question.
- IV. JURY DUTY Any Library Assistant who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. Verification of jury duty will be required.
- V. PROBATIONARY EMPLOYEES New employees shall be considered as probationary for the first one hundred seventy (170) consecutive working days of their employment. The probationary period (170 consecutive working days) shall be accumulated within not more than twelve (12) working months. When the employee finishes the probationary period, they shall be entered on the seniority list and shall rank for seniority and benefits from the date of hire. There shall be no seniority among probationary employees. Probationary employees may be subject to discharge with or without cause or notice.
- **VI. WORK WEEK** The normal work week for employees shall be thirty two and a half (32.5) hours per week and will conform to the office hours set by the superintendent or his designee. Exceptions to any of the above shall be granted only upon authorization and verification of the superintendent or his designee.
- VII. LONGEVITY An employee shall qualify for a longevity allowance after ten (10) years of uninterrupted service to the district in the same employee classification, or as determined in the "TRANSFER OF SERVICE" section of this agreement. The longevity rate shall be thirty dollars (\$30) per year of service, to be added on to the employee's annual salary per schedule "A". The employee must submit a request to the business office, in writing, for the commencement of the longevity payment. The annual longevity payment will be included in the last check of the school year. Employees who were originally hired to start

at the beginning of a particular school year will count their first year of service as of their starting date for the beginning of the first school year.

- VIII. An employee who retires after ten years of service to the district shall be eligible to receive fifty dollars (\$50) for each full year of active service to the district.
- IX. OVERTIME Overtime may be claimed for hours approved by the building Administrator and Superintendent, or designee, and shall be paid at their regular rate, or time and one-half of the employee's corresponding equivalent hourly rate for all hours in excess of 40 paid hours per week or ten paid hours per day. Such overtime is not to be for casual or minor work time extensions, but should be defined, and approved in advance by the employee's supervisor.
- **X. EMPLOYEE EVALUATION** Each library assistant will be evaluated a minimum of once every three (3) years. Evaluations will be conducted by the building administrator or immediate supervisor and be completed by June 1. The evaluation may consist of self-evaluation, observation, job target performance, and/or performance review. The employee may have an opportunity to respond to evaluation comments in written form, to be attached within 10 days.
- **XI. SHARED WORK** The district reserves the right to temporarily move employees in the library assistant classification to another building to provide assistance to their library.
- **XII. TRANSFER AND VACANCIES** All new positions or vacated positions in the Library Assistants classification shall be posted with each member for five (5) work days. Employees may request transfer in writing. The position shall be awarded based upon qualifications and seniority.
- **XIII. EARLY SCHOOL CLOSING** Library Assistants will not report on days when school is closed due to emergency conditions. Library Assistants will be paid for the first five (5) days in which school is closed for emergency reasons. If school is closed for additional days, Library Assistants will not be paid unless missed days are rescheduled. If missed days are rescheduled, Library Assistants shall report to work and be compensated for working their regular schedule.
- **XIV. ACTIVITY PASSES** Activity passes shall be issued to Library Assistants covered by this agreement. Passes are to be used only by the designated Library Assistant and his/her spouse.
- **XV. TRANSFER OF SERVICE** Employees who transfer to this classification and were previously employed in the district as a paraprofessional aide may count up to 50% of the previous time in determining pay and benefits. However, the time in the previous position shall not count in determining seniority as a Library Assistant.
- XVI. INSURANCE COVERAGE Employees working an average of 30 hours per week may elect to receive single subscriber coverage for health insurance. The cost to the employee would be either the amount above the Single Hard Cap or the amount deemed affordable on an individual basis, calculated per the Affordable Care Act. 2-person or Full Family will be available, but at the employee's own expense.

- **XVII. HOLIDAY** Library Assistants will be paid seven (7) days at straight time, at their regular daily rate, for the recognized holidays: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter Monday, and Memorial Day. The employee shall be eligible for this holiday pay only if he/she works their last scheduled work day prior to the holiday, and their next scheduled work day after the holiday. An employee shall not forfeit their holiday pay if absent due to a verified personal illness and or paid sick leave, or if an employee is on Jury Duty, Funeral Leave, or a Personal Business Day. If the district starts the school year prior to Labor Day and the employee is required to start prior to the Labor Day holiday, the employee shall be compensated for the holiday.
- **XVIII. BOOK FAIR** Library Assistants will be paid for ten (10) additional hours of straight time during the yearly Book Fair, only if they act as the Book Fair Chairperson.
- **LONG TERM DISABILITY** Once a full time employee has missed work because of an illness or injury for sixty (60) consecutive calendar days, the full-time employee will be eligible to receive long term disability benefits. The benefit will be 66 % percent of the daily rate of pay until 65, with a maximum payment of \$3,000 per month.

**DURATION OF AGREEMENT** – This agreement shall be in effect from July 1, 2022 through June 30, 2024.

#### **BOARD RIGHTS:**

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code or any other law or regulation. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement, are retained by the Board.

For the Library Assistants Group	Menominee Area Public Schools
By:	By:
Representative	Superintendent
Date:	Date:

# MENOMINEE AREA PUBLIC SCHOOLS MENOMINEE, MICHIGAN

SCHEDULE 'A'

2022 - 2024

#### LIBRARY ASSISTANT

<u>Library Assistants</u> – Library Assistant hired after 2015 – 2016 school year must have a minimum of an associate's degree from an accredited college or university or have related experience in addition to a high school diploma.

<u>Years</u>	2022-2023	<u>2023-2024</u>
0 - 2 Years Experience	\$16.00	\$17.00
3 – 5 Years Experience	\$17.00	\$18.00
6 - 10 Years Experience	\$19.00	\$20.00
11 - 15 Years Experience	\$20.50	\$21.50
16 - 20 Years Experience	\$22.00	\$23.00
21+ Years Experience	\$23.00	\$24.00

### **Substitutes**

To be determined by the district

<sup>\*\*</sup>Wages will be open for negotiation each year.

# MENOMINEE AREA PUBLIC SCHOOLS LIBRARY ASSISTANT SENIORITY LIST 2022-2024 SCHOOL YEAR

# Number Years of Service as Library Assistant Through June 30, 2022

Name	Hours Daily	Location	Years of Service	Hire Date
Kim Dahlman	6.5	Blesch	10	09/06/2011 11/22/2011 Lib Asst
Angela Ogren	6.5	Central	3 2	8/27/2019 2/22/2022 Lib Asst