

**CHEBOYGAN-OTSEGO-PRESQUE ISLE**

**EDUCATIONAL SERVICE DISTRICT**

**BOARD OF EDUCATION**

**AND**

**SUPPORT PERSONNEL FEDERATION**

**MFT, AFT, AFL-CIO**

**MASTER CONTRACT**

**JULY 1, 2009 – JUNE 30, 2012**

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**CHEBOYGAN-OTSEGO-PRESQUE ISLE  
EDUCATIONAL SERVICE DISTRICT**

**CHEBOYGAN-OTSEGO-PRESQUE ISLE BOARD OF EDUCATION  
AND  
SUPPORT PERSONNEL FEDERATION  
MFT, AFT, AFL-CIO**

**MASTER CONTRACT**

THIS AGREEMENT, entered into between the Board of Education of the CHEBOYGAN-OTSEGO-PRESQUE ISLE Educational Service District, Indian River, Michigan, hereinafter called the "Board," and the Support Personnel Federation, MFT, AFT, AFL-CIO hereinafter called the "Federation."

**ARTICLE I  
RECOGNITION**

Pursuant to Act 336, Public Acts of 1965, as amended, the District hereby recognizes the Federation as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the agreement for support personnel including:

Technology Services, Secretarial, and Custodial.

but excluding:

Superintendent, Supervisory Employees, Temporary or part-time Employees, Substitute Employees, Co-op Students, Teachers, Paraprofessionals, Transportation Drivers, Transportation Riders and Sign Language Interpreters.

New support staff hired for the positions of technology services, secretarial and custodial staff, and not listed in the exclusions listed above shall be included in this contract and not contracted out to another entity.

**ARTICLE II  
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, Board of Education minutes, or as set forth in any manner whatsoever, 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. Not by way of limitation but by way of

## ARTICLE II, DISTRICT RIGHTS CONTINUED:

addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited, but only as specifically limited by express provisions of this Agreement and under Act 336 of the Michigan Public Acts of 1965. The Board reserves the right to:

- Manage and control the district's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
- The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay-off employees.
- Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein the institution of new and/or improved methods or changes therein.
- Determine the qualifications of employees.
- Determine the location or relocation of its facilities, including the establishment or relocation of buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in this agreement.
- Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

## **ARTICLE III FEDERATION RIGHTS**

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

### **PROFESSIONAL DEVELOPMENT**

#### Support Professional Development Committee (SPDC): Structure and Function

The Board and support staff recognizes the need for continued professional growth, as well as support staff involvement, in the ongoing efforts to improve the delivery of services, professional expertise and

### ARTICLE III, FEDERATION RIGHTS CONTINUED:

staff/administrative morale. Representatives of the parties of this contract agree to establish and maintain a support professional development committee. The purpose of this committee will be to coordinate professional development activities. This committee, called the Support Professional Development Committee (SPDC) will consist of two (2) support staff chosen by the Federation and one administrator.

The duties and functions of the SPDC will include the following:

- Assist support staff in developing viable growth activities and plans.
- Set policies that share and determine activities of support staff professional development plans and resolve any questions and concerns.
- Establish parameters and policies for professional development plans not already specified in this agreement.
- Review and approve professional development plans.
- Other duties and responsibilities as agreed to by the Federation and the Superintendent.
- Review and approve staff's requests for Growth Incentives.

#### Individual Professional Development Plan

Each support staff person is encouraged to have a written approved professional development plan and may request assistance from the SPDC. An approved professional development plan shall focus on goals and activities that relate to a support staff person's field or job responsibilities. The contents and related activities contained in a professional development plan are for the purpose of professional growth and are not to be used for staff evaluation purposes.

For those staff that have an approved plan, the Board will work with representatives of the Federation each year during the budget process to establish a budget for Professional Development to support the goals specified in the support staff person's approved professional development plan.

Any support staff in disagreement with any requested activities relating to their approved professional development plan may petition the SPDC for a review of their request.

#### Growth Incentives

Growth incentives shall be available to support staff that satisfies the following criteria:

- Have a written approved Individual Professional Development Plan in which they accumulate 120 clock hours of instruction or four (4) semester hours of credit or any combination thereof.
- Have three (3) or more credited years since the last professional growth incentive.
- Earned growth incentives will get a \$400 yearly stipend and shall not be cumulative. Growth Incentives must be renewed every three years or will be terminated. Individual staff must track and provide written documentation to the SPDC by January 30<sup>th</sup> for payment in that fiscal year.

## ARTICLE III, FEDERATION RIGHTS CONTINUED:

### **TEAM BUILDING**

The Board and Federation fully support the operational concept of team building. Both groups subscribe to having adequate backup for all support positions as the first goal of the team building process. Because of this goal, the following responsibilities are incorporated into this contract.

Each employee and their team will have the responsibility to develop a plan of action to:

- A. Determine the total job responsibilities of their team (i.e. use job descriptions).
- B. Develop a plan to cross-share responsibility and knowledge.
- C. Develop a plan to actually rotate responsibility thus assuring backup and adequate cross-knowledge.
- D. Develop a plan to assure Item C remains current.
- E. Develop a list of training needs to assist Items A -D.

### **BULLETIN BOARD AND SCHOOL MAILS**

The Federation shall have the right to use designated bulletin boards for normal routine postings of newsletters, announcements and notices of meetings, special events, social matter, election and results, but shall not use them for illegal purposes or to post any item derogatory to the Employer. Any items outside the normal and routine matters listed above must be approved by the Administration. The Federation shall also have the right to use the office mails to distribute Federation materials under the same conditions as those stated above providing the Federation assumes the cost of mailing.

### **OFFICE FACILITIES**

The Federation officers or bargaining team members shall have the right to use office facilities for meetings (after receiving appropriate and necessary approval from the Administration), office equipment and AV equipment when otherwise not in use and on the employee's own time for Federation use only. The Federation will notify the department director prior to using the equipment and the purpose of the use. The Federation shall pay the cost of all materials and supplies incidental to such use and shall be responsible for proper operation of all such equipment.

## **ARTICLE IV NEGOTIATIONS PROCEDURES**

- Section 1: Negotiations for a new Agreement or modifications of the existing Agreement shall begin at a time, date and place mutually determined by the Employer and the Federation.
- Section 2: Neither party of any negotiations shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representative from within or outside the school district. While no final agreement shall be executed without ratification by the Employer and the Federation, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of negotiations.

ARTICLE IV, NEGOTIATIONS PROCEDURES CONTINUED:

Section 3: After ratification of this Agreement, either party may request conferences to discuss matters which may arise from time to time which are of mutual concern to the parties. Discussion during such conferences shall be held at the earliest opportunity following such request. Any contract alteration which is mutually agreed upon shall become effective upon ratification by the Employer and the Federation.

**ARTICLE V  
FEDERATION DUES AND SERVICE FEES CHECK-OFF**

- A. Upon filing with the Employer a written authorization form for payroll deductions, signed by the employee, the Employer agrees during the term of this Agreement and any extension or renewal thereof, to deduct Federation membership dues or fees representing the proportionate share of collective bargaining costs as determined by the Federation from time to time (herein called service fees), levied in accordance with the Constitution and By-Laws of the Federation, from the pay of such employee who is currently on the Cheboygan-Otsego-Presque Isle Educational Service District payroll.
- B. Deductions, in accordance with Paragraph A of the Article, from twenty-four (24) pay-checks, shall be in the amount stipulated by the Federation and shall commence with the first paycheck issued in July of each year. No more than two (2) deductions will be made per month.
- C. The Employer agrees to forward such deductions, along with a list of the employees from whom the deductions have been made, within twenty (20) days following the last deduction of the month to the Treasurer of the Federation.
- D. The Employer shall forward to the Federation a list of all employees within bargaining unit and their assignments at the commencement of the school year. Any assignments that are still pending shall be forwarded within five (5) business days after they are determined. Further, the Administration shall notify the Federation of any employee in the bargaining unit entering or leaving employment.
- E. The Federation agrees at least ten (10) days prior to the beginning of each school year to give written notification to the Employer of the amounts to be deducted in that year for Federation dues or service fees as described in Paragraph A under such authorization covering Federation dues. The Federation further agrees to notify the Employer at additional times as may be necessary of any changes in the Federation dues or collective bargaining costs.
- F. The Employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency. The Federation agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

**ARTICLE VI  
FEDERATION SECURITY**

The Employer and the Federation, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit regardless of whether or not such member belongs to the



## ARTICLE VI, FEDERATION SECURITY, CONTINUED:

Federation, accept the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining unit to support the efforts of the bargaining agent on their behalf. Within thirty (30) days after employment, or the execution of the Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Federation and execute an authorization permitting the deduction of Federation dues.

Any member of the bargaining unit who has not joined the Federation and executed an authorization for deduction of Federation dues during such period, or having joined, has not continued to pay Federation dues, shall immediately execute an authorization permitting deduction of service fees, representing the proportionate share of collective bargaining costs as determined by the Federation from time to time. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Federation.

The Board agrees to provide a copy of the Master Agreement to each employee, at Board expense. This shall constitute notification of provisions of the above-stated requirement.

Failure within the above-stated thirty (30) days to deliver authorization for deduction of either new Federation dues or the above-described service fee will cause the Employer to automatically deduct the amount from his/her pay. The amount in question will be determined by the Federation, the Administration and the employee.

In the event of any legal action against the Employer, individual Board member or administrator, brought in Court or an administrative agency because of its compliance with this Agreement, the Federation agrees to save the Employer, individual Board member or administrator harmless and defend such action at the Federation expense and through its counsel or mutually agreed counsel.

### **FEDERATION BUSINESS DAYS**

It is agreed by the Board that the Federation members shall be granted leave time for no more than twelve (12) days total, with individual members using no more than four (4) days each for Federation activities. These days shall not be used for the purpose of supporting strike activities. Any substitute employee costs incurred by the District will be reimbursed to the District by the Federation. It is further agreed by the Board that the Federation shall have access to and use of meeting rooms, equipment and bulletin board space in the work facilities for Federation purposes.

## **ARTICLE VII DAILY WORK SCHEDULE**

1. The normal work week will consist of thirty-five (35) hours for support staff except for Technology services which will be forty (40) hours with two fifteen (15) minute work relief periods, and a duty-free lunch period of thirty (30) minutes each day.
2. The office will remain open from 8:00 a.m. to 4:00 p.m. with staggered lunch periods for this purpose. Staff will work the number of hours as determined by the master schedules for each workgroup to meet the requirements of #1 above.
3. The employee's yearly work schedule will consist of One Thousand Eight Hundred Twenty (1820) hours for support staff except for Technology Services which will be Two Thousand Eighty (2,080) hours.

## **ARTICLE VII, DAILY WORK SCHEDULE CONTINUED:**

4. A Master work schedule for the five (5) day work schedule will be developed by the Federation and Administration for all employees to demonstrate the fulfillment of this portion of the contract.
5. Secretarial staff will work a five (5) day work schedule that complies with 1, 2, and 3, above. Secretarial staff will have one (1) Friday off each month as determined by the secretarial master schedule. There will be two (2) Fridays scheduled each month with three (3) staff scheduled off on each Friday. Each staff rotating scheduled day off will be grouped by department and seniority ensuring that each department is covered. Technology Services and Custodial Staff will work a five (5) day schedule.
6. The minimum of staff scheduled to work will be determined according to the scheduling needs of the District.
7. The work schedule for new employees hired after 1 July 2006 will consist of five (5) days.
8. Comp time may be allowed only when administration requests a support employee to work over the normal work schedule. Comp time may be used as time off or compensation of wages.
9. The COP office will be closed on December 24<sup>th</sup> through January 1<sup>st</sup> each year of this contract with Christmas and New Year's as paid holidays. The COP office will be closed during the common calendar Spring Break of the local school districts. This will be unpaid leave time for secretarial staff. Technology and custodial staff will be allowed to work an alternate schedule in order to meet their yearly work hours.
10. Failure to obtain a two (2) working-day prior approval (except in case of an emergency) of a schedule variation for Vacation or Personal days constitutes denial.
11. If a support employee demonstrates a pattern of using sick time before or after their scheduled day off the employee will be asked to produce a doctor slip.
12. Disputes arise over the scheduling of the workday, the employee having the most seniority and the required skills shall have scheduling preference. Documented scheduling needs, as verified by the Union, may override seniority scheduling preference.

### **NON-TRADITIONAL WORKSITES**

If there is work that is not dependent on location, majority interaction with other employees, or has confidentiality or legal restrictions on removal from COP locations, it may be petitioned for nontraditional location designation. The petition should be to the appropriate administrator and should entail a plan detailing how the work would be accomplished in a nontraditional location. This plan should be timed to coincide with new work responsibilities, assumed by the ISD, by an employee who wishes to reduce from full-time employment, so that a full work force can be maintained allowing the support group to accomplish their responsibilities.

### **INCLEMENT WEATHER**

Inclement weather days are considered as paid contract days for support personnel. If on such days the road conditions are adverse and the office is open, it is left to the individual employee to decide whether it is too dangerous to commute. Reasonable decisions will not cause adverse reactions to absence. Personal, comp or vacation time can be used to make up such absence. When all ten (10) Local School Districts in the COPESD are closed, the main office is closed and staff will be paid for the day. The staff will be notified through the snow fan-out call list.

ARTICLE VII, DAILY WORK SCHEDULE CONTINUED:

**HOLIDAYS**

The following shall be considered holidays with pay:

- Labor Day
- Thanksgiving Day and the following day
- Christmas Day
- New Year's Day
- Good Friday and the Monday following Easter (Spring Vacation)
- Memorial Day
- Independence Day

If a holiday falls on a Saturday, the holiday will be observed on the Friday before. If a holiday falls on Sunday, the holiday will be observed on the following Monday.

All paid holidays will be considered as part of the actual 1,820 hours / 2,080 hours (Technology Services) scheduled. These paid holidays will be consistent with scheduled workday hours

**ARTICLE VIII  
VACATION LEAVE**

Each full time employee shall be credited with annual leave according to the following schedule:

<u>EMPLOYMENT</u>	<u>VACATION HOURS</u>
1 year	64 hours
2 years	72 hours
3 years	80 hours
4 years	88 hours
5 years	96 hours
6 years	104 hours
7 years	112 hours
8 years	120 hours
9 years	128 hours
10 years	136 hours
11 years	144 hours
12 years	152 hours
13 years	160 hours
14 years	168 hours

Example: After one (1) year of employment, an employee would have earned sixty-four (64) hours vacation. Portions of a year's employment would earn a proportional vacation leave.

1. No employee shall be eligible for vacation leave until after the probationary period.

## ARTICLE VIII, VACATION LEAVE CONTINUED:

2. Vacation leave will require approval as to the scheduling of that leave by the Superintendent or his/her designee.
3. Annual leave accumulation shall be limited to two-hundred forty (240) hours.
4. During the 1994-95 school year, support employees shall have the option of having two-hundred and ten (210) hours of vacation time purchased by the employer. After the 1994-95 school year, support employees will no longer have the option of receiving a cash buy-out of their first two-hundred and ten (210) hours of vacation time. The minimum payoff possible is the 30 hours between the two-hundred and forty (240) bank and the two-hundred and ten (210) bank. At the conclusion of the 1994-95 school year an employee's banked vacation time will create a cap on vacation time. This amount will not be exceeded in the future. If an employee's balance is less than the two-hundred forty (240) hours, then the two-hundred forty (240) hours becomes their cap.
5. During the 2009-2010 year (year defined as July 1 to June 30) those employees that have earned vacation hours to be at their cap or within fifty (50) hours of their cap on July 1, 2009, the employer will purchase the vacation hours earned during the 2009-2010 year. These hours will be paid on the last pay of the 2009-2010 fiscal year.
6. During the 2009-2010 year the vacation cap will be increased by adding one-hundred and sixty-eight (168) hours to the original cap. On July 1, 2010 and July 1, 2011 the cap will be reduced by fifty-six (56) hours each year. On July 1, 2012 the cap will return to the original cap as determined on July 1, 1995 of two-hundred and forty (240) hours or the cap established for particular employees by the language under the 1994-95 contract (see #4 above).
7. In case of illness or injury which requires hospitalization or home confinement under medical care while on vacation, employee may request and be granted change in status from vacation to sick leave upon a doctor's verification of illness.
8. If paid holidays fall during a vacation period, they will not count as vacation days.
9. Each employee will be granted one leave day on his/her birthday. If the birthday falls on a non-working day, the next working day following the birthday will be a leave day. If this day is taken at any other time, it will require prior written approval by the Superintendent or his/her designee. If more than one employee per department requests birthday leave on the same day, the earliest request will be given preference.
10. Support staff and employer will work cooperatively to develop a pay scale and vacation schedule for new employees, beginning with this contract, in line with other schools in Region 2.

## ARTICLE IX LEAVE

All leaves (including vacation) require prior approval. Failure to obtain prior approval constitutes denial. Emergency situations may allow administration to grant post approval if appropriate.

## ARTICLE IX, LEAVE CONTINUED:

### PERSONAL LEAVE

Personal leave consisting of twenty-one (21) hours for all one thousand and eight hundred twenty (1820) hour support staff and twenty-four (24) hours for two thousand eighty (2080) hour support staff will be granted upon prior written notification of compliance with this section to the Superintendent and notification to the immediate supervisor. Personal leave days are to be used for personal business where there is a personal need, duty or obligation to conduct personal business, which cannot be conducted on a day other than a school day. Such days are not to be deducted from employee sick or vacation leave. Funerals will not be charged against these days.

### CHILD CARE/FAMILY CARE LEAVE

- An employee may be granted a child care/family care leave for up to one year following the birth of a child or upon satisfactory evidence that in the opinion of proper professional or medical authorities, the child's/family member's physical or mental well-being would adversely affected by failure of the administration to grant such a leave to the employee.

The leave may be contingent on a suitable replacement after posting such opening as a temporary job position.

- Written request, including specifications of the beginning and ending dates of this leave, must be made three (3) months preceding this leave.

Documented emergency medical situations can cancel the need for the three-(3) months' notice.

- A person returning from leave must present a doctor's verification of good health, if applicable, and will return to his/her previous position and location unless staff reorganization changes that assignment.

### EDUCATIONAL LEAVE

A leave of absence may be granted, upon request, for up to one (1) year for the purpose of continuing education.

### EMERGENCY LEAVE

In the event there is an emergency, the Superintendent, at his/her discretion, may grant a leave. (These days are separate from personal leave). An example of emergency leave would be the sudden illness of a family member requiring hospitalization or doctor's treatment, but not to include mechanical car failure.

### FUNERAL DAYS

In the event there is a funeral the employee wishes to attend, the Superintendent, at his/her discretion, may grant leave days not to exceed four (4) days for each funeral.

### MILITARY LEAVE

The Board of Education (COPESD Board Policy 4437.01) provides military leave, reemployment, and other rights as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA) and State law.

## ARTICLE IX, LEAVE CONTINUED:

### **VOLUNTARY LEAVE**

An unpaid leave, in six (6) month increments, of not more than twelve (12) consecutive months may be granted upon written thirty (30) day notice by an employee with not less than one (1) year seniority. The leave may be contingent on a suitable replacement after posting such opening as a temporary job position. A person returning from leave will return to his or her previous position and location. Failure to return from said leave to an offered position after expiration of said leave without an approved extension in said leave of application shall be conclusively deemed a resignation.

Seniority will accrue for the time period of the voluntary leave unless there is a time period from the end of leave to the start of work. This voluntary leave, of not more than twelve (12) months, shall be considered an "approved leave" for all purposes. Insurance coverage shall be made available to the employee at cost, to the extent legally possible, during period of leave.

### **FAMILY AND MEDICAL LEAVE ACT**

The National Defense Act for FY2008 (NDAA), Pub.L. 110-181, Section 585 amends the Family Medical Leave Act of 1993. The COPESD Board of Education shall comply with the Federal law.

The COPESD Board approved policy may be accessed in its entirety at the website [www.copesd.org](http://www.copesd.org) under Board Policy, Section 4000 Classified Staff, Policy #4430.01 Family & Medical Leaves of Absence ("FMLA").

### **RETURN FROM LEAVE**

Whenever feasible, or possible, an employee returning from a leave of absence will be restored his/her position at the original location and assignment. Salary step will be as established prior to leave.

When an employee desires to return from any leave of absence before the time agreed to at the start of the leave, he/she must notify the Board in writing of his/her intention. To be considered for any position, this notice must be received before the deadline for internal posting for said position. Postings will be sent to all employees on leave if he/she has provided a current address.

Seniority will accrue during the approved time period of all leaves unless there is a time period from the end of leave to the start of work.

### **LEAVE BENEFITS**

For all leaves, with the exception of voluntary leaves, the Board will be responsible for all insurance premiums for a period of one (1) calendar month for each one hundred twenty (120) days/840 hours worked during the school year. This benefit will accumulate for a total of three (3) months' insurance premiums. If the leave is started before the 15th of the month, that month will be considered as the first full month of benefits.

## **ARTICLE X INSURANCE PROTECTION**

### **HEALTH**

For the life of this Contract (2009-10 through 2011-12 school years), the Board agrees to provide each employee with health care protection comparable to MEBS LA-PPO, \$150/\$300 deductible and \$20/\$40

## **ARTICLE X, INSURANCE PROTECTION CONTINUED:**

co-pay and 80% mental health rider. The employer will reimburse the employee \$50/\$100 after the \$150/\$300 deductible is met. The Employer will reimburse the employee as follows: 1) for all prescriptions where \$20 or less was paid, the amount paid minus a \$10 generic drug co-pay will be reimbursed; 2) for all prescriptions where \$20.01 to \$40 was paid, the amount paid minus a \$20 brand name drug co-pay will be reimbursed; 3) for all prescriptions where more than \$40 was paid, \$40 minus \$20 for brand name drug co-pay, or a flat \$20, will be reimbursed.

### **HEALTH INSURANCE ALTERNATIVE**

Full-time employees not wishing to participate in the health insurance plan shall have the opportunity to have a monthly Board paid Section 125 option or other approved deferred income plan in an amount equivalent to fifty percent (50%) of the monthly cost for full family coverage as determined on July 1st of each year of this agreement.

This is based upon a twelve- (12) month period and coincides with the insurance coverage period. An employee may avail himself/herself of this alternative during the months of January and July with thirty-(30) days written notice.

Health insurance coverage may only be resumed during an open enrollment period or in the event of a change in the availability of alternative health insurance coverage (i.e. e. marital status change, death, spouse lay-off, etc). The employee must enroll within thirty (30) days of status change to assure continuous health insurance coverage.

### **DENTAL**

The Board shall provide dental care protection for all full time employees and their eligible dependents (comparable to MEBS Alternative Dental current basic coverage as of August 1, 2000) through the Boards approved carrier. The maximum yearly personal cap will be two thousand dollars (\$2000.00). COP will pay the additional cost for the 2009-2010 school year only, with the following years' costs being included in the base cap for all fringe benefits (health, prescription, dental, and vision).

### **DENTAL INSURANCE ALTERNATIVE**

Full time employees not wishing to participate in the dental insurance plan shall have the option of payment of fifty percent (50%) of the monthly premium in a Section 125 in lieu of coverage. This shall be based upon a 12-month year. An employee may avail himself/herself of this alternative during the months of January and July.

### **VISION**

The Board shall provide for all full-time employees vision insurance comparable to MEBS Gold, as of August 1, 2000. The Board agrees to reimburse the employee \$50.00 on the employee's personal frames after the insurance coverage is paid.

### **LIFE INSURANCE:**

The board, beginning in the 1990-91 contract year, shall provide group term life insurance in the amount of Forty-Seven Thousand Five Hundred Dollars (\$47,500.00) with double indemnity provision for accidental death and dismemberment to all full time employees. In the event that a physical examination is required, the employee shall be responsible for costs. Availability is subject to the employee meeting eligibility criteria of the insurance carrier.

ARTICLE X, INSURANCE PROTECTION CONTINUED:

**FRINGE BENEFIT LIMITATIONS:**

For the 2009-2010 school year all fringe benefits (health, dental, vision) are limited to a 6.0% increase over the 2008-2009 year. For the 2010-2011 school year the limitation for all fringe benefits (health, dental, vision) are limited to a 6.0% increase over 2009-2010 year. For the 2011-2012 school year all fringe benefits (health, dental, vision) are limited to a 6.0% increase over the 2010-2011 year. If in any year the total exceeds this limitation, a committee with two (2) Support federation members and one (1) Administration member will change the fringe benefit plan to meet the limitations or the employees will pay the amounts above the limits.

If during any year of this contract, the increase in all fringe benefits is less than 6%, the employer will bank that amount for future use towards benefits. See Appendix A – insurance rates.

**ARTICLE XI  
SICK LEAVE/MANAGED SICK LEAVE PROGRAM**

- A. All full-time (1820/2080 hour) employees will be granted seventy/eighty (70/80) sick leave hours for the year.
- B. All qualified employees will be eligible for the managed sick leave program. The Board shall provide, to all employees, "Managed Sick Leave Program" (comparable to American Centurion) with benefits coordinated after twenty (20) sick leave days at a rate of seventy percent of salary continuing to the end of the contract year. Benefits shall continue beyond the contract year at the rate of sixty-six and two thirds percent (66 2/3%) of the employee's salary for the period of disability. The duration of benefits will be as follows:

<u>Age of Disablement</u>	<u>Duration of Benefits (in years)</u>
Prior to age 60	to age 65
Ages 62 to 65	3 years, or to age 65, whichever is later
Ages 65 to 69	2 years, but in no event beyond 70

C. Sick Days: Personal Pool

- Each employee shall maintain a personal pool of sick days to be used to cover the possible sick days eleven through twenty (11-20) not covered by those granted at the beginning of each year, and any others not covered by disability insurance.
- Those personal pools shall be created by accumulating the unused sick days, granted in "A" above, from previous years.
- No personal pools shall exceed thirty-five (35) days and have no cash or retirement value. The personal pool shall not exceed two hundred forty-five (245) hours for the 1820-hour staff and two hundred eighty (280) hours for the 2080-hour staff.
- Employees have the option of using sick pool days accumulated above ten (10) days or seventy (70)/eighty (80) hours for care of a sick member of their immediate family. No more than five (5) days or thirty-five (35)/forty (40) hours personal pool time in excess of the initial ten (10) days or seventy (70)/eighty (80) hours will be available for this purpose in



## ARTICLE XI, SICK LEAVE/MANAGED SICK LEAVE PROGRAM CONTINUED:

any single contract year. Any days used for a family member's illness cannot be used toward 20-day elimination period prior to disability insurance.

- An employee will be granted one (1) bonus day to be equivalent to regular school Calendar workdays for each thirty-five (35)/forty (40) hours of sick leave not used at the end of each school year (not to exceed normal workday for majority of the year). These are non-accumulative.
- D. A sick leave inventory committee (SLIC) composed of one (1) administrator, two (2) teachers, one (1) paraprofessional, and one (1) Support Personnel Federation member was established in September, 1979. The function of this committee shall be to:
- E. Oversee and approve the utilization of sick leave twenty (20) days / 140 hours for all employees covered under the program. The SLIC can, when it deems necessary require additional information from an employee concerning his/her sick leave. If there are reasonable grounds to suspect the misuse of sick leave, an employee, upon request, shall promptly substantiate future sick leave by written physician's statement or by such other evidence as the superintendent or sick leave inventory committee may require. The Board reserves the right after four (4) continuous days to request a doctor's certification in regard to use of sick leave.

The SLIC can deny pay for an employee if they determine that the employee was not sick and could have worked. The final authority for pay denial is the Board of Education or their representative.

### **ABSENCE REPORT**

Any absence from work requires the employee to fill out an Employee Absence Report. Failure to do this within one (1) week {five (5) working days} upon return to work will result in loss of pay for the work absence time period, plus charged sick leave time.

## **ARTICLE VII OVERTIME**

Overtime and/or compensation between thirty-five (35) and forty (40) hours per week will be reimbursed or accumulated at the regular rate, All hours above forty (40) per week will be reimbursed or accumulated at time and a half. All compensation hours must be used before the end of the contract year.

Any overtime work for which time and a half is to be paid must have prior approval by the Superintendent or his designee. All overtime work between 35-40 hours requires the approval of an area administrator.

## **ARTICLE XIII JOB SHARING**

- A. Job Sharing is defined as one full-time job being shared by two or more employees. The person initiating the Job Share positions must have been an employee for at least one (1) year.
- B. Job Sharing is voluntary and requires the consent of the employees, Employer and Federation. If the person initiating the Job Share position cannot find a present Federation member to share job duties, the Employer will attempt to then hire from outside. The Employer will determine the suitability of employees for Job Sharing, i. e. compatibility.

ARTICLE XIII, JOB SHARING CONTINUED:

- C. Candidates for job sharing assignments must meet the qualifications required for the position.
- D. Compensation and benefits for the employees shall be prorated in accordance with the percentage of the work performed by each job-sharing member. Disability coverage will be available to employees working 50% or more of the 1,820 hour/2,080 hour contract.
- E. Employees who job share will receive prorated seniority and prorated salary credit and shall share fringe benefits not to exceed the cost of one full family coverage benefit package. Employees on share time will have the option to pay their share of fringe benefits via payroll deduction or in a lump sum payment on the date the Job Share position begins.
  - 1. The seniority listing shall be revised: Initial date of hire will be retained. A credit system will be added to the existing seniority system with one full year service equaling one year's credit. A full year will be defined as 1,820 /2,080 hours Technology Services.
  - 2. Credit (as explained in E. 1.) for pay step increases must be accumulated in full year units by January 1 to be eligible for movement for that contract year. January 1 changes shall be effective for the balance of that year. Salary computation shall change only on January 1 or beginning of the school year and shall be in full-year credits only.
- F. The responsibilities of the Job Sharing assignment shall be divided and allocated according to a plan designed and agreed upon by the job sharers and their supervisor. This will be reviewed by the Superintendent (or his/her designee) and the Federation.
- G. Job Sharing shall be regarded as a permanent position, similar to any other full time or part-time position. Job Sharing terminates when one of the employees voluntarily quits his/her part of the position. Job Sharing positions will normally be made at the beginning of the school year.

It will be recognized by the parties that if one of the job sharers terminates employment or becomes incapacitated or otherwise unavailable, the Employer must be free to:

- First: Offer to increase the workweek of the remaining job sharer.
- Second: Recall a laid-off employee who is fully qualified to fulfill the job responsibilities.
- Third: Accept a transfer to the assignment or hire from outside.
- Fourth: If all the above fail, revert the position to a full-time assignment for the balance of the school year.

- H. The Employer shall retain the option to terminate Job Sharing arrangements which are not working satisfactorily, after the Employer attempts to resolve the problems through review, monitoring and evaluation. The same process will be utilized as with other staff who are exhibiting problems in their work roles.

When a job sharing assignment is terminated at the instigation of the Employer:

- 1. The higher seniority employee shall be entitled to hold the position and the other employee shall be entitled to exercise bumping rights.
- 2. If disciplinary action or long-term suspension is exercised by the Employer against either employee, the Employer must exercise the option as outlined in G. above before terminating the job sharing assignment.

## **ARTICLE XIV PRORATION OF BENEFITS**

Support staff members working less than 1,820 hours will be eligible for fringe benefits, leaves, etc. prorated on their time worked compared to 1,820 hours. Disability insurance is not available to employees working less than 50%.

## **ARTICLE XV POSTING**

The Board agrees to post all vacancies for at least ten (10) calendar days prior to filling a vacancy when the Board has received at least two (2) weeks prior notification of an employee leaving.

Whenever any bargaining unit vacancy or new jobs are posted, the Federation president will receive a copy of the posting.

The posting shall contain the following information:

- A. Classification
- B. Job description and qualifications for the job
- C. Pay rates and fringe benefits

Interested employees may apply in writing to the Superintendent or his/her designee, within the ten (10) day posting period. Notices of posting shall be sent by certified or registered mail to the last known address of laid off employees.

The job shall be awarded to the employee who has the most seniority of those employees who best meet the qualifications as developed in the job description for that vacancy.

In the event of a promotion or transfer from one job to another, the employee, at the discretion of the Board, may be given a thirty (30) day work trial in which to show his/her ability to perform on the new job. The Employer shall give the Employee promoted or transferred reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the Employee is unable to demonstrate-ability to perform the work required during the trial period or at the option of the affected Employee, the Employee shall be returned to his/her previous assignment. If a vacancy is known in advance, every attempt will be made regarding this thirty (30) day trial period.

## **ARTICLE XVI SENIORITY**

Seniority shall be defined as the length of service within the district. Accumulation of seniority shall begin on the employee's first working day. An employee on layoff does not gain seniority. An employee who leaves the bargaining unit to take another position in the ISD does not lose accrued seniority and does not gain any additional seniority while outside the bargaining unit.

The Employer shall prepare, maintain and distribute the seniority list annually.

Seniority shall be lost by an employee upon termination, resignation or retirement.

## **ARTICLE XVII**

### **REDUCTION IN PERSONNEL, LAYOFF, RECALL AND TRANSFER**

#### **LAYOFF**

Layoff shall be defined as a reduction in the work force.

No Employee shall be laid off pursuant to a necessary reduction in the work force unless said Employee shall have been notified of said layoff at least fourteen (14) days prior to the effective date of the layoff.

In the event of a reduction in the work force, the Employer shall first layoff probationary employees unless there are no other employees meeting the job description requirements then the least senior employee in that group unless there are no other employees meeting that job description requirements.

Employees may only bump the least senior person in their classification or downward within their non-interchangeable groups (i.e., Budget/Finance/Secretarial, etc.).

Employees in a defined job classification who have been eliminated as a result of a reduction in their classification may be reassigned provided they have more seniority and can perform the necessary duties. The District shall have the right to determine the necessary skills. An employee who has bumping rights as set forth above shall have the right to either accept or request the transfer or to accept the layoff until recalled.

#### **RECALL**

Employees either on layoff or voluntary leave shall retain their seniority for purposes of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.

Employees on layoff shall have the right to first recall on a seniority basis. Recall of employees shall be in the inverse order of layoff, i. e. those laid off last will be recalled first provided they can perform the necessary duties. The District shall have the right to determine the necessary skills.

Recall will be by written certified notice, return receipt requested to the employee's last known address on file with the Board and shall require that the employee return to work within ten (10) days after delivery or proof of non-delivery.

If an employee fails to report for recall, he/she shall be considered to have quit, unless there are extenuating circumstances.

#### **TRANSFER**

If an employee requests to transfer into a position from another classification, they will have to show that they have the minimal skills necessary to perform that position.

If after their probationary period of sixty (60) days they do not wish to continue in that position or if the administration finds their work unsatisfactory, they will return to their old position.

Their pay would remain at their present level for the probationary period if the transfer is voluntary. If it were an involuntary transfer, their pay would go up if the scale requires. At no time would it drop below what they had been making. Their seniority would be frozen in their previous position while working in

**ARTICLE XVII, REDUCTION IN PERSONNEL, LAYOFF, RECALL AND TRANSFER**  
**CONTINUED:**

the new position. If after sixty-(60) days they decide to stay in their new position, their seniority will begin to accrue for that classification retroactive to the first day of their transfer. If they return to their old position, their seniority will continue as if no transfer had occurred.

**ARTICLE XVIII**  
**SALARY**

For the 2009-2010 school year, the 2008-2009 salary position schedule, steps included, will be increased by 1.5%. For the 2010-2011 school year, the schedule, steps included, will be increased by 1%. For the 2011-2012 school year, the schedule, steps included, will be increased by 1%. See Appendix B – pay schedule.

Any employee asked by a Supervisor to temporarily assume the duties of another employee in a different category will be paid the higher of the two classification rates, providing the employee performs all of the duties in a reasonable and satisfactory manner. An employee assigned temporary duties of another employee (less than ten (10) working days) shall not be evaluated on those duties.

For any position where a question exists as to proper classification on the salary schedule, the Board and Federation will negotiate the same.

To be eligible to move up the salary schedule, an employee must have been hired not later than January 1 of that year. Those hired after January 1 will not receive the step increase until July 1 of the following year.

Based upon a successful probationary period and past experiences as evaluated by the Superintendent or his/her designee, starting at the beginning base for a particular job classification, up to three (3) steps may be allowed on the salary schedule to an employee.

Support staff and employer will work cooperatively to develop a pay scale and vacation schedule for new employees beginning with this contract in line with other schools in Region 2.

**LONGEVITY**

Commencing on the 16<sup>th</sup> hourly step, the Board will pay the following yearly payment at the conclusion of the fiscal year (the final full pay in June). A partial year of work will be paid on a proportional basis.

2009-2010	Four Hundred Fifty Dollars (\$450.00)
2010-2011	Five Hundred Dollars (\$500)
2011-2012	Five Hundred Dollars (\$500)

**PAYROLL DEDUCTIONS**

The Employer shall make payroll deductions twice monthly upon written authorization from staff for annuities and credit union or any other plans or programs jointly approved by the Employer and employee in January and July or in the first month of employment.

**ARTICLE XIX**  
**RETIREMENT**

Retirement will be at the age as determined by Federal Law.

## **ARTICLE XX PROBATIONARY PERIOD**

New employees shall be considered to be in a probationary period during their first one hundred twenty (120) calendar days of employment. The Employer may extend the probationary period not more than sixty (60) calendar days.

During the first thirty (30) days of the probationary period, the employee will not be eligible for any fringe benefits granted under this contract of health, dental, vision, life insurance or insurance alternatives, managed sick leave, Board paid sick days or leave days.

## **ARTICLE XXI JOB DESCRIPTION/CLASSIFICATION**

A job description will be provided for each employee by his/her supervisor(s). It shall contain a minimum of the following criteria:

- Minimum qualifications
- Overview of the general duties for a given position
- Classification

The District agrees to provide the Federation with a copy of any job description that is currently in effect and new job descriptions as developed.

The District and Federation agree that positions should be appropriately classified for purposes of compensation. Whenever it is demonstrated that an Employee is competently performing all of the duties of a higher rated classification, whether permanently or temporarily (but in no case less than one (1) day), the employee shall receive the compensation provided for that particular classification for the time spent performing those duties.

The Employer reserves the right to establish any new group or classification necessary for the District's objectives.

## **ARTICLE XXII JOB PERFORMANCE REVIEW/JOB EVALUATION**

The work performance of all employees shall be evaluated in writing at least once annually.

Probationary employee shall have a formal Job Evaluation upon the completion of one hundred twenty (120) days of employment. If the employee's evaluation is less than satisfactory, a Job Evaluation may be made on or before sixty (60) days of employment. The Job Review Committee will consist of an administrator, a Federation representative, and any other staff agreed to by the Federation and administration. The Job Review Committee will establish the procedures of the Job Performance Review process.

Job Performance Review shall be conducted by a person to whom the employee is assigned and/or a person designated by the Employer as knowledgeable about the position and the employee's performance in it.

**ARTICLE XXII, JOB PERFORMANCE REVIEW/JOB EVALUATION CONTINUED:**

A copy of the Job Performance Review shall be submitted to the employee and discussed with him/her within ten (10) days of its completion.

Each employee shall have the right upon request to review the contents of his/her own personnel file.

**ARTICLE XXIII  
DISCIPLINE PROCEDURES**

The District may use the following sequence in disciplining an employee, depending upon the type of offense committed:

- First Offense ..... Oral Reprimand
- Second Offense ..... Written Reprimand
- Third Offense ..... Suspension
- Fourth Offense ..... Discharge

The employee may have a representative of the Federation present if he/she desires at any time he/she is disciplined.

**ARTICLE XXIV  
GRIEVANCE**

A claim by an employee or the Federation that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance.

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

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

- The termination of services of, or failure to re-employ, any probationary employee.
- Other items not covered by Contract could be placed on next regular Cheboygan-Otsego-Presque Isle Educational Service District Board of Education Agenda by request of employee.
- Employee job performance reviews will not be subject to the grievance procedure.
- The Federation shall designate a committee whose spokesperson may assist in handling grievances when requested by the grievant. The Board hereby designates the Superintendent or his/her designee to act as its representative at Level One as hereinafter described.
- The term "Days", as used herein shall mean work days for the ESD main office schedule.

## ARTICLE XXIV, GRIEVANCE CONTINUED :

Written grievances as required herein shall contain the following:

- It shall be signed by the grievant or grievants.
- It shall contain a synopsis of the facts giving rise to the alleged violation.
- It shall cite the section or subsections of this contract that have been violated.
- It shall contain the date of the alleged violation.
- It shall specify the relief requested.

Any written grievance not in accordance within the specified time limitation may be rejected as improper and have no further recognition. Such a rejection shall not extend the limitations hereinafter set forth. If a grievance is rejected for not meeting the specified requirements as stated above, it may be resubmitted one time by being returned to the grievant(s) with notation of impropriety and changes needed to meet requirements. Upon acceptance of the corrected grievance, the following procedure will be followed:

LEVEL ONE - An employee alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence orally discuss the grievance with his/her supervisor in an attempt to resolve the same. The employee shall notify the designated representative of the Federation of his/her grievance and may request his/her presence at the presentation of the grievance at the employee's option.

If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and proceed within ten (10) 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, which may contain the endorsement thereon of the approval or disapproval of the Federation. 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 representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmit a copy of the same to the grievant, the Federation secretary, the supervisor, and place a copy of same in a permanent file in his/her office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Federation, the grievant shall within ten (10) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the Agenda for the Board's next regularly scheduled Board meeting.

LEVEL THREE - Upon proper application as specified in Level Two, the Board shall allow the employee or his/her Federation representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one month from the hearing of the grievance, the Board shall render its decision in writing.

LEVEL FOUR - If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of the Federation if appealed within fifteen (15) days of the Board's decision. Such appeal shall be made pursuant to the current rules of the American Arbitration Federation with a copy submitted to the Superintendent.

If the decision by an arbitrator is split, the arbitrator's fees will be split on a percentage basis to be determined by the arbitrator. If the decision by the arbitrator favors one side only, then the arbitrator's fees shall be borne by the party against whom the arbitration decision is made.

The Federation shall have the right to decide when and if a grievance shall proceed to the next step and shall inform the grievant of the reasons behind that decision.



## **ARTICLE XXV HARRASSMENT**

Employees shall be covered by the COPESD Board of Education's Bylaws and Policies which can be viewed on the COPESD's webpage at [www.copesd.k12.mi.us](http://www.copesd.k12.mi.us)

## **ARTICLE XXVI COMMUNICATIONS COMMITTEE**

A communications committee shall be set up to discuss mutual concerns of Administration and Federation. This committee shall consist of Superintendent and/or Assistant Superintendent and the electives of the Federation. The committee may include others as deemed appropriate and mutually agreed upon. The functions of the communications committee will be to:

- Discuss mutual concerns.
- Set an agenda and decide need for staff meetings.
- Submit suggestions for improved efficiency, effectiveness and good personnel relationships.
- Discuss other items mutually agreed to as pertinent to this committee.

Confidentiality will be maintained in the communications committee meetings to foster open discussions. The intent of the formation of this committee is not to affect grievance process which is stated in Article XXIV.

## **ARTICLE XXVII OFFICE APPAREL**

COP ESD is a public agency that provides services to the community. Staff will be expected to dress in appropriate office apparel. Alternative apparel may, at times, be determined by the job responsibilities or calendar of the employee with approval of the employee's supervisor.

## **ARTICLE XXVIII 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 or 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 District and the Federation, for the life of this Agreement each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or 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.

**ARTICLE XXIX  
NON-DISCRIMINATION**

It is further agreed that there shall be no discrimination, by either the District or the Federation, against any employee or group of employees because of race, color, creed, sex, religion, national origin, and within the framework of the Federal law regarding age discrimination.

The District and the Federation recognize the requirements for affirmative action in employing of the handicapped under the Rehabilitation Act of 1973.

**ARTICLE XXX  
ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Federation. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by the District and Federation. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

This Agreement to take effect July 1, 2009 and is effective through June 30, 2012.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mary Vratana, Superintendent  
Cheboygan-Otsego-Presque Isle  
Educational Service District

\_\_\_\_\_  
David Mania, President  
COP ESD Support Personnel Federation #04932