

**CHEBOYGAN-OTSEGO-PRESQUE ISLE  
EDUCATIONAL SERVICE DISTRICT  
BOARD OF EDUCATION**

**AND**

**CHEBOYGAN-OTSEGO-PRESQUE ISLE  
SUPPORT PERSONNEL ASSOCIATION**

**MASTER CONTRACT**

**JULY 1, 2019 - JUNE 30, 2022**

**FINAL**

**Approved by COPESD Board  
On June 13, 2019**

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

**COP ESD BOARD OF EDUCATION  
AND  
COP ESD SUPPORT PERSONNEL ASSOCIATION**

**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 Association, hereinafter called the "Association."

**ARTICLE I  
RECOGNITION**

Pursuant to the Public Employment Relations Act, (PERA), as amended, the District hereby recognizes the Association 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, and Administrative Assistants.

but excluding:

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

**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 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 pursuant to the Public Employment Relations Act, (PERA) as amended.

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.
- 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.
- Adopt reasonable rules and regulations and to determine job content and position descriptions.
- 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 ASSOCIATION RIGHTS**

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

The Employer and the Association, recognizes that the benefits of the collective bargaining agreement apply to all support personnel as recognized under ARTICLE I RECOGNITION regardless of whether or not such member belongs to the Association.

The Board agrees to provide a copy of the Master Agreement to each employee at the time of employment, at the ratification of a new agreement, and have available on the district website.

The Employer shall forward to the Association 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 Association of any employee in the bargaining unit entering or leaving employment.

### **PROFESSIONAL GROWTH SALARY SUPPLEMENT**

In recognizing the value in and the need for continued professional growth from the Support Staff group members as our ESD evolves to meet the service needs of our local districts, the following Support Professional Growth Salary supplement is applicable, provided it has been incorporated into an approved growth plan that directly relates to the responsibilities of the staff members current role/position, and is on file by April 1<sup>st</sup> with the following requirements having been successfully met and/or demonstrated:

\$500 each Per **Valid/Current** Industry recognized certification (up to 3 total additional certifications not to exceed \$1500 in any given year) A “valid/current” certification is defined as being less than 3 years old from the issue date in order to be eligible for this salary supplement.

Annually, the board will budget a set amount of funding to offset the costs associated with Professional Development required to obtain an industry recognized certification, which has been included in an approved growth plan. The funding available to support the individual/approved growth plan certifications will be determined by the Superintendent or his/her designee based on the prioritized needs of the district and may not fully cover all costs associated with any/all approved plans. Any difference in such costs would be the responsibility of the employee. It is understood that any such determination made in regard to funding levels for any section of the Support Growth Salary Supplement outlined in this section is not subject to the grievance process outlined in ARTICLE XXII.

### **TEAM BUILDING**

The Board and Association 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.

### **ASSOCIATION BUSINESS DAYS**

It is agreed by the Board that the Association 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 Association 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 Association.

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

The Association shall have the right to use designated bulletin boards for normal routine postings of newsletters, announcements and notices of meetings, special events, social matter, Association election and results, but shall not use them for illegal or derogatory purposes. Any items outside the normal and routine matters listed above must be approved by the Administration. The Association's access and use of the District email and internet is subject to the COP ESD acceptable use policy and user agreements.

### **OFFICE FACILITIES**

The Association 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 Association use only. The Association will notify the department director prior to using the equipment and the purpose of the use. The Association shall pay the cost of all materials and supplies incidental to such use and shall be responsible for proper operation of all such equipment. The Association will be responsible for any damages to COP ESD facilities or equipment that occurs during use of equipment or facility.

## **ARTICLE IV NEGOTIATIONS PROCEDURES**

- Section 1: Negotiations for a successor contract or for modifications to this Contract (where parties have agreed to reopen one or more areas of this Contract for renegotiation) shall begin at a time, date and place mutually determined by the Employer and the Association.
- 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 Association, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, consider concessions, and recommend ratification in the course of negotiations.
- 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 Association.
- Section 4: An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provide in the Local Financial Stability and Choice Act, 2012 Public Act 436.

## **ARTICLE V PAYROLL DEDUCTIONS**

### **PAYROLL DEDUCTIONS**

The Employer shall make payroll deductions bi-weekly 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 VI DAILY WORK SCHEDULE**

1. The normal work week, based on yearly work schedule in #2 below, will be determined by the Administration and Association with two fifteen (15) minute work relief periods, and an unpaid duty-free lunch period of thirty (30) minutes each day.
2. A full-time employee's yearly work schedule will consist of One Thousand Eight Hundred Twenty (1820) hours for Administrative Assistance support staff and Two Thousand Eighty (2080) hours for Technology Services staff. A part time position is defined as any hours less than those outlined above as determined by the Employer.
3. 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 #2 above.
4. A Master work schedule will be developed by the Administration, in consultation with the Association, for all employees to demonstrate the fulfillment of this portion of the contract.
5. Administrative Assistants will work a schedule that complies with 1, 2, 3, and 4, above. To keep within the One Thousand Eight Hundred Twenty (1820) hours for support staff, Fridays will be scheduled off during the work year to meet the Administrative Assistants work schedule. Technology Services will work a five (5) day schedule to meet the hour requirement for the school year.
6. The minimum of staff scheduled to work will be determined according to the scheduling needs of the District.
7. Admin Flex time may be allowed only when administration requests a support employee to work over the normal work schedule but results in Forty (40) or less hours. Admin Flex time may be used as time off or compensation of wages. Compensation between thirty-five (35) and forty (40) hours per week based on work schedule will be paid or accrued at the regular rate.
8. 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.
9. If a support employee demonstrates a pattern of using sick time before or after their scheduled day off or if there is reasonable suspicion that sick leave is being misused, the employee will be asked to produce a doctor slip.



10. As disputes arise over the scheduling of the workday, the employee having the earliest submitted request shall have scheduling preference. Documented scheduling needs, as verified by the Association, may override scheduling preference. Vacation schedule requests of four (4) or more consecutive days may have scheduling preference over vacation requests of one (1) day.

### **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 ESD, so that a full work force can be maintained allowing the support group to accomplish their responsibilities.

### **INCLEMENT WEATHER**

When all ten (10) Local School Districts in the COP ESD are closed, the main office will close and staff will be paid for the day. Inclement weather days are considered as paid contract days for support personnel. The staff will be notified through the snow fan-out list.

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 or vacation time can be used to make up such absence as it would be otherwise unpaid. This section may not apply to closures related to wind-chill or "cold day" as determined by the Superintendent or Designee.

### **HOLIDAYS**

The following shall be considered holidays with pay:

- Labor Day
- Thanksgiving Day and the following day
- Christmas Eve and Christmas Day
- New Year's Day
- Good Friday
- 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 (Administrative Assistants/Technology Services) scheduled. These paid holidays will be consistent with scheduled workday hours.

Part-time employees will receive pay for a holiday when it follows their determined yearly schedule as approved by the superintendent.

## ARTICLE VII VACATION LEAVE

Each full time employee hired prior to July 1, 2010 shall be credited with vacation leave according to the following schedule:

<u>EMPLOYMENT</u>	<u>VACATION HOURS</u>
14 years or more	168 hours

Each full time employee hired on or after July 1, 2010 shall be credited with vacation leave according to the following schedule:

<u>EMPLOYMENT</u>	<u>VACATION HOURS</u>	
	<u>ADMIN ASS'T</u>	<u>TECHNOLOGY</u>
1 year	38 hours	40 hours
2 years	53 hours	56 hours
3 years	60 hours	64 hours
4 years	68 hours	72 hours
5 years	76 hours	80 hours
6 years	80 hours	84 hours
7 years	84 hours	88 hours
8 years	91 hours	96 hours
9 years	99 hours	104 hours
10 years	106 hours	112 hours
11 years	110 hours	116 hours
12 years	121 hours	128 hours
13 years	136 hours	144 hours
14 years	152 hours	160 hours

1. No employee shall be eligible to utilize vacation leave until after the probationary period, but it will accrue. With prior approval by the Superintendent, flexibility may be granted in certain situations.
2. Vacation leave will require approval as to the scheduling of that leave by the Superintendent or designee.
3. Vacation leave accumulation shall be limited to two-hundred forty (240) hours for employees hired prior to July 1, 2010. Employees with accumulations higher than 240 hours will retain that prior agreed higher accumulation. Vacation leave accumulation shall be limited to 152 hours (admin ass't), 160 hours (tech) for employees hired on or after July 1, 2010.
4. Vacation leave time used in any given year that has not been earned and has been paid to the employee will be reimbursed to COP ESD by the employee. Any amounts of unearned vacation time that the employee has used prior to his/her separation shall be deducted from his/her wages, with any deficiency to be remitted by the employee to COP ESD at the time of separation.
5. 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.

6. If paid holidays fall during a vacation period, they will not count as vacation days.
7. 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.

## **ARTICLE VIII LEAVE**

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

### **PERSONAL LEAVE**

Paid 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 UNPAID 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.
- Written request, including specifications of the beginning and ending dates of this leave, must be made at least Thirty (30) days preceding this leave where foreseeable. When the Thirty (30) day notice is not "practicable" (e.g. – medical emergency) the employee must give notice of FMLA Leave "as soon as "practicable".
- A person returning from leave must present a doctor's verification of returning to work and performing his/her essential job functions (with or without accommodations) without posing a danger to themselves or others in the workplace. If applicable, the employee will return to his/her previous position and location unless staff reorganization changes that assignment.

### **EDUCATIONAL LEAVE**

An unpaid 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 (defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action) the Superintendent, at his/her discretion, may grant a leave of up to one paid leave day per occurrence. (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. Employee must contact the Superintendent or, if not available, their immediate supervisor for approval as soon as possible.

### **FUNERAL LEAVE**

Employees requesting funeral time must have prior approval from the superintendent or designee.

All employees may be granted up to four (4) paid work days leave immediately following a death in the immediate family. The immediate family shall be defined as parents, grandparents, mother and father-in-law, spouse, children, siblings, and any person who makes his/her home with the employee and in the judgment of the Superintendent is economically, emotionally and socially dependent on the employee. The Superintendent may extend these provisions in instances when, in his/her judgment, the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

The Superintendent may grant up to four (4) paid work days leave to employees to attend the funeral of a relative or close friend.

### **MILITARY LEAVE**

The Board of Education (COP ESD 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.

### **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 whenever feasible or possible. 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 COP ESD Board of Education shall comply with the Federal law.

The COP ESD 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 to his/her position, or its equivalent, at the original location and assignment. Salary step will be as established prior to leave, unless said leave is of a Military nature.

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. The employee must continue to pay their portion of the premium during the leave, unless it is paid by the LTD policy in place at the time of the leave of absence.

## **ARTICLE IX INSURANCE PROTECTION**

Pursuant to the authority as set forth in the Michigan Revised School Code, the Board agrees to pay a portion of medical benefit plan costs to the extent allowed by Public Act 152 on behalf of an eligible employee toward the purchase of insurance products or plans. It is specifically understood that the Board shall name the insurance carrier (see health, vision, managed sick leave program, and dental) and all provisions of this article are subject to the provision of those carriers. Any changes of carrier will be made with prior knowledge of and communication with employees. A Health Care Committee (HCC) will be established each year with employees from each of the bargaining units and the administration as members of this HCC. In accordance to law under the Public Employees Health Benefit Act (PEHBA), the District is required to conduct periodic bidding of insurance costs.

Part-time support staff, as defined in Article VII, will have a pro-rata share of Health hard cap, Vision with limitations, and Dental with limitations insurance available based on their days/hours of work unless otherwise specified in this contract. The Board will pay a share based on pro-rata hours of work with the employee responsible for the remaining amount complying with above and each of the sections on Health, Dental and Vision below.

### **HEALTH**

The Board shall pay no more than the Single Subscriber medical benefit plan cost, the 2-Person benefit plan cost or the Full Family medical benefit plan cost, not to exceed the State mandated hard caps under PA 152 determined each year.

Health insurance coverage may only be resumed during an open enrollment period or outside of the enrollment period 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 a qualifying event as defined by the IRS status change to assure continuous health insurance coverage.

**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 income plan in the amount of \$4,000.

**DENTAL**

The Board shall pay the premium for dental insurance coverage for all full time employees and their eligible dependents through the Board's approved carrier. The maximum yearly personal cap will be two thousand dollars (\$2000.00) as outlined in the agreed upon coverage classes.

**DENTAL ALTERNATIVE**

Full time employees not wishing to participate in the dental insurance plan shall have the opportunity to have a monthly Board paid Section 125 option or other approved income plan in an amount equivalent to fifty percent (50%) of the Board's contribution for single subscriber coverage as determined on the plan start date of each year of this agreement.

**VISION**

The Board shall pay the premium for all full-time employees' vision insurance.

The Board agrees to reimburse the employee up to \$50.00 on the employee's personal frames expense after the insurance coverage is paid.

**VISION ALTERNATIVE**

Full time employees not electing to participate in the Vision Insurance plan will do so in writing and shall have the opportunity to have a Board paid tax sheltered annuity or other approved income plan in an amount limited to \$100.00 annually.

**LIFE INSURANCE:**

The Board 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.

**FRINGE BENEFIT LIMITATIONS:**

For the dental and vision insurance benefit the limitation is 6% increase over the previous year rate. If in any year the total exceeds this limitation the HCC will change the fringe benefit plan to meet the limitations or the employees will pay the amount above the limits.

**ARTICLE X  
SICK LEAVE PROGRAM**

- A. SICK TIME – Each full-time (1820/2080 hour) employee will be credited with 70/80 hours of sick leave time to be given at the beginning of each contract year. Part time employees will receive a pro-rated share of sick leave (50% of full time equals 50% of full time sick leave).
- B. BONUS DAYS- An employee will be granted one (1) bonus day to be equivalent to a regular school workday for each thirty-five (35)/forty (40) hours of sick leave not used at

the end of each contract year (not to exceed normal workday for majority of the year). These are non-accumulative.

- C. PERSONAL SICK BANK (formerly called “Personal Pools”) – At the end of each school year, unused sick time hours (per section A) will roll into the employee’s Personal Sick Bank. These hours shall accumulate to not more than two hundred forty five hours (245) for the 1820-staff, and two hundred eighty hours (280) for the 2080-staff. Personal Sick Bank hours shall cover illness after Sick Time (section A.) has been exhausted throughout the remainder of a long term disability (section D.) elimination period. If the employee does not have enough hours accumulated in the Personal Sick Bank to cover the entire LTD elimination period, then the elimination period (or portions thereof) shall be unpaid. Personal sick banks will have no cash or retirement value.
- D. FAMILY SICK LEAVE – Each contract year, up to three (3) days of sick time (section A) and up to two (2) days of Personal Sick Bank (section B) can be utilized for the illness of an immediate family member, in that order, if hours are available. Immediate family member is defined as: spouse, children, parents and spouses parents.
- E. LONG TERM DISABILITY – The District will pay the premium for a long-term disability insurance policy of the Districts choosing for each eligible staff member. The Policy will provide a benefit after 20 sick days (i.e. elimination period) of 70% of the contractual salary continuing through the end of the contract year, and 66-2/3% thereafter for the period of the disability. The duration of benefits will be as defined by law and the plan. Part time employees (as defined in the Policy as less than 20 hrs/wk) are not eligible for the plan.
- F. 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 statements, or by other evidence as the Superintendent may require. The Board reserves the right after four (4) continuous days to request a doctor’s certification in regards to use of sick leave.

### **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 may result in loss of pay for the work absence time period.

## **ARTICLE XI OVERTIME**

Compensation up to forty (40) hours per week based on work schedule will be paid or accrued at the regular rate. All hours above forty (40) per week will be paid or accrued at time and a half. All compensatory hours must be used before the end of the contract year. If hours occur at the end of the work year and there is not time to use, then the hours will be paid.

Time over forty (40) hours in one work week will be compensated at time and a half per Department of Labor laws.

Any overtime work for which time and a half is to be paid must have prior approval by the Superintendent or their designee.

## ARTICLE XII 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 Association. If the person initiating the Job Share position cannot find a present Association 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.
- C. Candidates for job sharing assignments must meet the qualifications required for the position.
- 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 20 hours or more per week.
- 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.
- 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 Association.
- 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 staffs 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 XIII PRORATION OF BENEFITS**

Support staff working less than 1,820/2,080 hours will be eligible for fringe benefits, leaves, etc. prorated on their time worked compared to 1,820/2,080 hours. Minimum hourly work requirement, in order to be eligible for disability insurance and life insurance, is 20 hours per week. A newly hired employee has a 30 day eligibility period to qualify for all benefits.

### **ARTICLE XIV 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 or when a new bargaining unit position has been created.

Whenever any bargaining unit vacancy or new jobs are posted, the Association 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, as determined by the board, to the applicant, whether or not an employee, who best meet the qualifications as developed in the job description for that vacancy will be awarded the position.

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) work day 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) work day trial period.

## **ARTICLE XV SENIORITY**

Employees shall have district seniority within their job classification. 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 ESD 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 by October 1<sup>st</sup>. Within 14 calendar days of the posting of the seniority list, any objections shall be filed. Thereafter the list shall be final and conclusive.

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

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

### **LAYOFF**

Layoff shall be defined as a reduction in the work force that includes reduction in employees work weeks, work days, or work hours, or reductions effectuated by combining lay-offs and reductions in work weeks, work days, or work hours across classifications.

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) calendar 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 classification. Employees with more seniority, who have been affected by a reduction in the workforce shall assume a position within the same work classification which is held by the least senior employee.

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 fourteen (14) calendar 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 as acknowledged by the board.

### **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) work 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 the new position. If after sixty-(60) work 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 XVII SALARY**

In each of the three school years in this contract, employees will receive their eligible salary step.

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 Association will negotiate the same. Upon hiring, new staff can be placed at any scale level based on credentials and years of experience at the Boards discretion.

To be eligible for an applicable step increase, an employee must have completed a full work calendar for their position unless they are a new employee hired prior to January 1 in a given work year. Any new employee hired after January 1 will remain on their current step through June 30<sup>th</sup> of the following work calendar year. To advance between salary scales (e.g. Scale A to Scale B) an employee must successfully achieve job performance, and/or growth goals as agreed upon based on district needs or where a position warrants additional credentialing/certification to meet district needs for Tech 1 and Tech 2 positions.

The Salary schedule is included as Attachment 1 at the end of this Agreement.

### **LONGEVITY**

Commencing on the 16<sup>th</sup> school year of employment with the District, eligible employees will receive an additional \$1,000 in paid compensation above the attached Salary Schedule. A partial year of work will be paid on a proportional basis.

## **ARTICLE XVIII PROBATIONARY PERIOD**

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

During the first thirty (30) calendar 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 XIX 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
- Essential Duties

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

The District and Association 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 XX JOB PERFORMANCE REVIEW/JOB EVALUATION**

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

Job Performance Review/Evaluation 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.

A probationary employee shall have a formal Job Evaluation upon the completion of Ninety (90) work days of employment. A Job Evaluation may be made on or before Forty-five (45) work days of employment if the employee's evaluation is less than satisfactory. The Job Review Committee will consist of an administrator, a Association representative, and any other staff agreed to by the Association and administration as needed. The Job Review Committee will establish the procedures of the Job Performance Review process.

A copy of the Job Performance Review shall be submitted to the employee and discussed with him/her within fourteen (14) calendar days of its completion.

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

## **ARTICLE XXI DISCIPLINE PROCEDURES**

The District may use the following sequence, excluding probationary or trial employees, for discipline purposes depending upon the type of offense as well as the disciplinary and employment record of the employee who committed the offense:

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

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

## **ARTICLE XXII GRIEVANCE**

A claim by an employee or the Association 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.
- The grievance procedure does not apply to any matters for which the employee or Association has recourse under state or federal statutes.
- Employee job performance reviews, lay-off, recall, assignment and placement, will not be subject to the grievance procedure.
- The Association 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. 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 Association 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 Association. 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 Association 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 Association, the Association 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 Association 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 Association 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 Association with a copy submitted to the Superintendent. Any arbitration proceeding initiated or conducted under the contract will be governed by the provisions of the Uniform Arbitration Act, MCL 691.1681.

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 Association 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 XXIII COMMUNICATIONS COMMITTEE**

A communications committee shall be set up to discuss mutual concerns of Administration and Association. This committee shall consist of Superintendent and/or Assistant Superintendent and the electives of the Association. 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 call 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 XXIII.

### **ARTICLE XXIV 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 XXV 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 Association, 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 XXVI NON-DISCRIMINATION**

It is further agreed that there shall be no discrimination, by either the District or the Association, against any employee or group of employees because of race, color, creed, sex, religion, national origin, disability, age, height, weight, marital status, genetic information, or any other legally protected characteristic.

The District and the Association recognize the requirements for accommodation in employing the disabled under the Rehabilitation Act of 1973.

## **ARTICLE XXVII 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 Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by the District and Association. 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.

If any provision of this agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect and the parties agree to meet for the purpose of negotiation and agreement on substitute language for voided provisions.

This Agreement to take effect July 1, 2019 and is effective through June 30, 2022.

Dated: June 25, 2019



Jamie R. Huber, Superintendent  
Cheboygan-Otsego-Presque Isle  
Educational Service District



David Mania, President  
COP ESD Support Personnel Association



**Attachment 1- 2019-22 SUPPORT STAFF SALARY SCHEDULE**

	Adm Asst	Tech 1	Tech 2	
1	\$ 13.50	\$ 14.00	\$ 17.25	
2	\$ 13.97	\$ 14.49	\$ 17.85	
3	\$ 14.46	\$ 15.00	\$ 18.48	SCALE A
4	\$ 14.97	\$ 15.52	\$ 19.13	
5	\$ 15.49	\$ 16.07	\$ 19.79	
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6	\$ 16.03	\$ 16.63	\$ 20.49	
7	\$ 16.59	\$ 17.21	\$ 21.20	
8	\$ 17.18	\$ 17.81	\$ 21.95	SCALE B
9	\$ 17.78	\$ 18.44	\$ 22.71	
10	\$ 18.40	\$ 19.08	\$ 23.51	
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11	\$ 19.04	\$ 19.75	\$ 24.33	
12	\$ 19.71	\$ 20.44	\$ 25.18	
13	\$ 20.40	\$ 21.15	\$ 26.07	SCALE C
14	\$ 21.11	\$ 21.90	\$ 26.98	Begins at Step 11 for TECH Only
15	\$ 21.85	\$ 22.66	\$ 27.92	

~"Grandfathered" Staff hired prior to 7/1/2010 will receive 2.0% INCREASES in 19-20, 20-21, 21-22 based on prior year pay levels

~New Staff can be placed at any scale level based on credentials and years of experience at the Board's discretion.

~To move between Scales within a given lane, an employee must meet credentialing, job performance and/or growth goals based on identified and agreed upon district needs