

**THE CLARE-GLADWIN REGIONAL
EDUCATION SERVICE DISTRICT**

BOARD OF EDUCATION

AND

**THE CLARE-GLADWIN
EDUCATION FEDERATION/
AFT MICHIGAN**

MASTER AGREEMENT

FOR

JULY 1, 2009 - JUNE 30, 2012

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PREAMBLE

This Agreement entered into the 15th day of July 2009 by the Clare-Gladwin Education Federation, AFT-Michigan/AFL/CIO hereinafter called the "Federation", and the Clare-Gladwin Regional Education Service District of the Counties of Clare and Gladwin, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS, the Board and the Federation recognize and declare that providing a quality education for the children of the Clare-Gladwin Regional Education Service District is the mutual aim. The character of such education depends upon the quality and morale of the professional staff.

WHEREAS, the members of the Federation are particularly qualified to assist and advise in formulating policies and programs, as such, the Federation may present materials to the Board concerning these matters.

WHEREAS, the parties have a statutory obligation, pursuant to the Public Employment Act, Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with respect to hours, wages, terms and conditions of employment. The parties agree that alleged violations of the act must be processed through Michigan Employment Relations Commission, and

WHEREAS, the Clare-Gladwin Regional Education Service District and Clare-Gladwin Education Federation shall abide by the law. If any part of the contract is in conflict with the law, the law shall take priority, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of these mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Board hereby recognizes the Federation as the sole exclusive bargaining representative for all certified or state approved regional education service district personnel, hereafter called "employees," whether under contract or on leave, employed or to be employed by the Board. Excluded personnel will include administration and supervisory personnel (such as the superintendent, special education administrators, director of career technical education, and program supervisors) and secretarial/clerical, custodial, maintenance, aides and substitutes.

The term "employee" when used in this Agreement shall mean all professional employees covered by this Agreement. There shall be three classifications of employees under this Agreement:

1. "Tenure" employees, which shall be defined to include certificated employees holding assignments for which teacher certification is required, according to the provisions of the Teachers' Tenure Act, who have completed the probationary period required by the Tenure Act and who have not been denied tenure.

ARTICLE I – RECOGNITION (cont’d)

2. “Non-tenure” employees, which shall be defined to include those employees who are not eligible for tenure status according to the provisions of the Tenure Act but who hold appropriate state or national approval, authorization, certification, or licensure appropriate to their assignment and who have at least four years of experience in the District.

3. “Probationary” employees, which shall be defined to include all remaining employees in the bargaining unit exclusive of “tenure” and “non-tenure” employees as defined above.

This Agreement shall neither be construed nor interpreted to confer tenure upon any bargaining unit member in any capacity other than as a teacher for “tenure” employees who have satisfied the probationary period required by the Tenure Act.

ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES

A. It is agreed that all rights, which ordinarily vest in and have been exercised by the Board, except those which are in conflict with the specific provisions of this Agreement, shall continue to vest in and be exercised by the Board. The Board, as in the past, will continue to have such rights, which will include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage, and control the Regional Education Service District working forces, affairs and equipment.
2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
3. Hire all employees, assess their qualifications, and the conditions of their continued employment or their dismissal or demotions; and to promote, transfer, assign all such employees, to determine the size of the work force, and lay off employees subject to the laws of the State of Michigan.
4. Determine the professional services, supplies, and equipment necessary to continue its operations and to determine all systems of distributing, disseminating, and/or providing its services, methods, schedules, and standards of operation.
5. Adopt rules and regulations.
6. Require employees to have physical or mental examination, the cost thereof to be borne by the Board.
7. Determine the number and location or relocation of its facilities.
8. Determine the placement of operations and the sources of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES (cont'd)

10. Determine the size of the administrative organization, its function, authority, and amount of supervision.
11. To subcontract, however, the right is limited to temporary jobs or jobs for which a regular position is not needed.

ARTICLE III - FEDERATION RIGHTS

- A. The local Federation and its representatives shall have the right to use Regional Education Service District facilities, when not previously scheduled, at all reasonable hours for meetings, provided that when special custodial services are required, the Board may make a reasonable charge therefore. The local Federation shall schedule the facilities forty-eight (48) hours in advance, except in cases of emergency, with the Superintendent or Designee in the case of the Regional Education Service District office building or the Clare-Gladwin Area School Program Supervisor or Designee in the case of the Clare-Gladwin Area School.
- B. Duly authorized representatives of the Federation and their respective affiliates shall be permitted to transact official Federation business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Federation shall have the right to use school facilities and equipment when such equipment is not otherwise in use. The Federation shall pay for the reasonable cost of all materials and supplies incidental in such use. The Federation shall report the use of the facilities and equipment to the administrative assistant designated by the Superintendent. The Federation shall pay any necessary costs to open facilities at times when otherwise not in use.
- D. The Federation shall have the right to post notices of activities and matters of Federation concern on email. Federation shall comply with District Acceptable Use and Safety Policies. The Federation may use the District mail service and employee mailboxes for communication to employees.
- E. The Federation shall be furnished material pertaining to the Board agenda except those things restricted by law. The Federation shall pay the current rate per page.
- F. The rights granted herein to the Federation shall not be granted or extended to any competing labor organization.

ARTICLE IV - EMPLOYEE RIGHTS

- A. The employee shall be entitled to full rights of citizenship. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless it affects the employee's professional responsibilities.
- B. An employee will have the right to review the contents of personnel records pertaining to said employee originating after original employment and to have a representative of the Federation accompany him/her in such review.

ARTICLE IV - EMPLOYEE RIGHTS (cont'd)

- C. No derogatory material originating after original employment will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE V - ACADEMIC FREEDOM OR RIGHTS OF PROFESSIONAL EMPLOYEES

The individual professional employee shall determine the methods of working with each individual case and/or referral in accordance with the accepted practice, method of his/her discipline, or state initiatives or mandates.

ARTICLE VI - PROTECTION OF EMPLOYEES

- A. Since the employee's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the employee, the Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to maintenance of control and discipline.
- B. If any employee is complained against or sued by reason of disciplinary action taken by the employee against a student, the Board will, as available through liability insurance coverage (See F. below), provide legal counsel and render all necessary assistance to the employee in his/her defense, provided the disciplinary action is within the policies and guidelines as spelled out by the Board of Education. (Board policies and guidelines may be accessed on the District's website.)
- C. Time lost by an employee in connection with any incident mentioned in this article shall not be charged against the employee provided the disciplinary action is reasonable and within the policies and guidelines spelled out by the Board of Education. (Board policies and guidelines may be accessed on the District's website.)
- D. The Board will reimburse employees for damage to clothing or personal effects as a result of maintaining control of students.
- E. Any complaints brought to the Board, or an agent of the Board, by a parent of a student directed toward an employee shall be promptly called to the employee's attention.
- F. The Board will provide \$1,000,000.00 liability insurance per occurrence. In addition, the Board will provide a \$1,000,000.00 umbrella policy. The Board reserves the right to name its carrier and the specific nature of the policy.

ARTICLE VI - PROTECTION OF EMPLOYEES (cont'd)

- G. Employees, because of their special training and experiences, are expected to use all resources available to them in working with children. The well-planned, carefully carried out program will so involve the children that extreme cases of misbehavior will rarely occur. Employees are, however, to maintain reasonable control of all students assigned to them. If all other measures fail and physical force is necessary, good judgment must prevail at all times.

ARTICLE VII - PROFESSIONAL DUES, PAYROLL DEDUCTIONS, and LEAVE

- A. Any employee who is a member of the Federation, or who has applied for membership, shall sign a form authorizing payroll deduction of Professional Dues in the Federation. The amount shall be determined by the Federation each year. Such authorization shall continue in effect throughout employment.

Pursuant to such authorization, the Board shall deduct dues from the first two paychecks of every month for ten (10) months, beginning in September and ending in June of each year.

Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was the result of the employee taking any paid leave of absence or sick leave provided for in this contract.

- B. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union and bank deposits, savings bonds, charitable donations, or any other plans or programs jointly approved by the Federation and the Board.
- C. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- D. At the beginning of the school year, the Federation shall be credited with ten (10) days to be used by employees who are officers or agents of the Federation; such use to be at the discretion of the Federation. The Federation agrees to notify the Superintendent or designee no less than forty-eight (48) hours in advance of taking such leave when possible.

ARTICLE VIII - FINANCIAL RESPONSIBILITY FOR PROFESSIONAL DUES

- A. Any employee who is not a member of the Federation in good standing or who does not make application for membership within thirty (30) workdays from the [date of commencement of professional duties](#), shall, as a condition of employment, pay a Service Fee to the Federation. The amount will be equivalent to the dues uniformly required to be paid by members of the Clare-Gladwin Education Federation. However, the employee shall authorize payroll deduction for such fee in the same manner as provided in the preceding Article. In the event that an employee does not authorize payment through payroll deduction, as provided in the preceding Article, the Board

ARTICLE VIII - FINANCIAL RESPONSIBILITY FOR PROFESSIONAL DUES (cont'd)

shall, at the request of the Federation, terminate the employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Federation shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 2. If the employee fails to comply, the Federation may file charges in writing, with the Board, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 3. The Board, only upon receipt of said charges and request for termination shall conduct a due process hearing on said charges, and to the extent that said employee is protected by the provisions of the Michigan Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fees, the Board agrees promptly to disburse said sums upon direction of the Federation.
- D. The Federation agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective agreement. The Federation further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Federation, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 3. The Federation has the right to choose the legal counsel to defend any said suit or action.
 4. The Federation shall have the right to compromise or settle any claim made against the Board under this Section but may not obligate the Board's resources in doing so.

ARTICLE VIII - FINANCIAL RESPONSIBILITY FOR PROFESSIONAL DUES (cont'd)

- E. This Article shall be effective retroactively to the date of Agreement and all sums payable hereunder shall be determined from said date.

ARTICLE IX - NEGOTIATION PROCEDURE

- A. By April 30 prior to the expiration of this Agreement, the Federation representatives and the Board or its representative will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of professional employees employed by the Board. Notification to commence negotiations shall be in writing by the Federation President to the Superintendent.
- B. In any negotiations described in this Agreement neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that representatives selected by each shall be given the necessary power and authority to make proposals, consider proposals, and concessions in the course of negotiation or bargaining, subject to ultimate ratification by the majority of the Board and by a majority of the Federation membership.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation procedures of the Michigan Employment Relations Commission to take any lawful measures it may deem appropriate.
- D. The parties from time to time may mutually agree to discuss problems concerning this Agreement.
- E. When negotiations are conducted during regular school hours release time shall be provided for the Federation's negotiating committee.
- F. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In addition thereto, the wages, hours, and conditions of employment provided for in this Agreement shall not be unilaterally changed.

ARTICLE X - WORKING CONDITIONS

- A. The Clare-Gladwin Regional Education Service District cannot obligate non-classroom space requirements on behalf of the local school districts, MMCC and other constituencies it serves. However, it is agreed that whenever such suitable space is not available, that employee may work at an alternate location, mutually agreeable to the Superintendent/designee and the employee.
- B. The Board recognizes that appropriate materials, tools, equipment, supplies, and utilities are necessary for the efficient functioning of any professional service. The Board agrees that the Superintendent shall provide whatever material aids are mutually deemed desirable by the Superintendent and employee. Employees are encouraged to advise the Board of supplies, equipment, etc. which are needed to adequately perform their service.

ARTICLE X - WORKING CONDITIONS (cont'd)

- C. The employee recognizes the right of the Board to establish reasonable regulations and schedules for the performance of professional duties.

ARTICLE XI - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Students are entitled to be served by professional personnel who are qualified in their field. Therefore professional positions will be filled with personnel who are approved, licensed, and/or certified in their discipline.
- B. All employees shall be given written notice of their assignments for the forthcoming year no later than the preceding first day of June. In the event that changes in such assignments are proposed, all employees affected shall be notified promptly and consulted. In no event will changes in employee's assignments be made later than the 15th day of August preceding the commencement of the school year, except in an emergency situation.
- C. Any assignments in addition to the normal employee schedule during the regular school year, including extra duties, shall not be obligatory but shall be with the consent of the employee. Preference in making such assignments will be given to the employees regularly employed in the District. The Bargaining Unit Member(s) who hold(s) the position(s) during the regular school day shall be offered the additional assignment(s) first.
- D. When an employee working on a daily substitute basis is responsible for the same service assignment for a period exceeding sixty (60) workdays such employee shall receive full contractual compensation.

ARTICLE XII - PROFESSIONAL BEHAVIOR

- A. Employees are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided the employee may reasonably refuse to carry out an order which threatens physical safety or well being.
- B. The Code of Ethics of each professional discipline is considered by the Federation and its membership to define acceptable criteria of professional behavior, except that such Code(s) of Ethics shall not abrogate or undermine the rights of the Board.
- C. An employee shall at all times be entitled to have present a representative of the Federation when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Federation is present unless the urgency of the situation warrants immediate action. All information forming the basis for disciplinary action will be made available to the employee.

ARTICLE XII - PROFESSIONAL BEHAVIOR (cont'd)

- D. No employee shall be disciplined or deprived of any benefits without just cause. Nothing contained herein shall be construed to expand the provisions of the Teacher's Tenure Law. Any such discipline, reprimand, or reduction in compensation or benefits by the Board or Representative thereof shall be subject to the professional grievance procedure hereafter set forth.

ARTICLE XIII - PROFESSIONAL IMPROVEMENT

- A. Professional improvement is for the purpose of encouraging professional growth.
- B. The Board shall pay the cost of registration fees for in-service courses and will recognize whatever credit accrues from their satisfactory completion when the in-service is required or approved by the Board or designee.
- C. The Board shall pay [the predetermined amount for](#) reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by employees who attend workshops, seminars, conferences, and/or other professional improvement sessions when required or approved by the Board or designee. The above pay shall be construed as direct reimbursement for vouchered expenses and shall not be filed on a separate I.R.S. form for each professional employee, unless otherwise required by the Internal Revenue Service.
- D. In the event that a Clare-Gladwin Education Federation employee requests to attend a conference, institute, workshop and/or other professional improvement session during the summer, or on days when the schools are not in session, said request shall be subject to the approval of the Board of Education or its designee.

However, no more than one non-school day per year spent at a pre-approved conference during the summer or on days when schools are not in session (example; weekend days, Christmas breaks, spring break, etc.) shall be considered as a workday to be counted as part of the regular work year as defined in the Master Agreement. The Clare-Gladwin Regional Education Service District Board of Education shall pay [the predetermined amount for](#) reasonable expenses incurred for approved or required conferences.

- E. The Clare-Gladwin Regional Education Service District Board of Education is supportive of professional development and encourages Federation staff involvement. The Board of Education will make every effort to budget adequate resources to enable staff to attend professional development activities that support the RESD goals.

ARTICLE XIV - EMPLOYEE EVALUATION

- A. The evaluation of the work of all professional employees is the responsibility of the Clare-Gladwin Regional Education Service District Administration.
- B. Work performance of all professional employees may be evaluated in writing at least once a year,

ARTICLE XIV - EMPLOYEE EVALUATION (cont'd)

and no later than April 15th of each year. Failure to file a written evaluation shall be evidence of satisfactory job performance. New employees shall be evaluated at least once a year for the first four years of employment.

- C. All observations of the work performance of professional employees, when applicable, shall be conducted openly and with full knowledge of the professional employee.
- D. A copy of the written evaluation shall be submitted to the employee at the time of the evaluation or within ten (10) days thereafter, and the employee shall have the opportunity to review the evaluation report and to add a statement of disagreement if such disagreement exists. Evaluations will be based on supportable, identified criteria which pertain to job performance.
- E. A tool for the evaluation of professional employees of the various disciplines shall be developed cooperatively between the Clare-Gladwin Regional Education Service District Administration and a representative of the discipline being evaluated.
- F. Each evaluation of an employee shall be followed by a personal conference between the employee and his/her evaluator for purposes of clarifying the written evaluation report.
- G. If an evaluator finds an employee's performance lacking, the reasons shall be set forth in writing. The employee shall be offered positive and constructive assistance via an Individual Development Plan (IDP) in an effort to resolve the problem or deficiency.
- H. Each employee upon his/her employment shall receive a copy of his/her job description and the evaluation form, which shall be discussed with him/her.

ARTICLE XV - LAYOFF - RECALL

- A. In the event of lay-off due to a decreased student enrollment or shortages of revenue or other lawful purpose and after the Board has determined the programs to be reduced, the following procedure will be used: (Program is defined as discipline, such as speech language pathologists, school psychologists, etc., or in the case of the Area School and preschool teachers, program is defined by the budget's chart of accounts.)
 - 1. Probationary employees shall be laid off first and the following criteria shall be used: certification, authorization, licensure, or approval and then seniority.
 - 2. Non-probationary employees shall be laid off if necessary and the following criteria shall be used: certification, authorization, licensure, or approval and then seniority.
 - 3. Seniority shall be defined as continuous service since last date of hire. However, seniority for employees working less than full time shall be prorated on an hours worked basis. Administration and AFT will attempt to resolve placement on the seniority list when two

ARTICLE XV - LAYOFF – RECALL (cont'd)

people are hired the same day for the same position. When two people with identical qualifications for the same position are hired on the same day, position on the seniority list shall be determined by lottery.

Administration will publish the seniority list by September 1 of each school year and send it to the President of the AFT. The President will have 30 days after receipt of the seniority list in which to review the list and suggest corrections. After those thirty days, the list becomes valid. The only times the list will be updated thereafter will be when there are reductions in personnel.

An employee shall lose his/her seniority if he/she resigns, retires, or is discharged by the Board.

- B. Any employee on lay-off shall be recalled in inverse order of lay-off providing he/she is certified and qualified for the vacancy.
1. The Board shall give written notice of recall from lay-off by sending an email and a registered or certified letter to said employee at his/her last known address. It shall be the responsibility of each employee to notify the Board of any change in home or email address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with lay-offs, recall, or other notice to the employee. The employee shall return to work as soon as legally possible but not later than the commencement of the following school year. Failure to do so shall result in loss of seniority.
 2. If any employee fails to notify the employer of his/her intent to return twenty (20) calendar days from date of sending of the recall, unless an extension is granted in writing by the Board, said employee shall be considered as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.
- C. Notice of lay-off or work reduction must be given to an employee sixty (60) calendar days prior to being laid off, except in cases where the Board would not have known of the need for lay-off sixty (60) calendar days in advance.
- D. The Board will make employees who are laid off aware of any vacancies in their field, of which the Board is aware at the time of lay-off.

ARTICLE XVI - VACANCIES, PROMOTIONS, TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. Requests by an employee for transfer to a different building, district, or position shall be filed with the Superintendent and one copy may be filed with the Federation.

ARTICLE XVI - VACANCIES, PROMOTIONS, TRANSFERS (cont'd)

The applications shall set forth the reasons for the transfer, the building, district, or position sought, and the applicant's qualifications. Such requests shall be reviewed once each year by the Superintendent, or his/her designee, to assure active consideration.

- B. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the professional service. The Superintendent shall notify the affected employee in writing and the employee may notify the Federation for the reasons for such transfer.
- C. A "vacancy" shall be defined for purposes of this contract as a position that is open and was previously held by an employee or when a new position covered by this Agreement is created.
- D. The Federation recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing professional services. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year.
- E. Whenever a vacancy occurs the Superintendent shall have posted notice of same via email and notice shall not be mailed to placement bureaus sooner than it is posted. The summer position(s) shall be a separate position(s) posted annually and shall be regarded as extra pay for an extra duty assignment. The Bargaining Unit Member(s) who hold the position(s), during the regular school year shall be offered the summer position(s). If that member(s) refuses the position(s), the position(s) shall be offered, in order of seniority, to the Bargaining Unit Member(s) who request the position(s). Bargaining Unit Member(s) shall be compensated as per the Master Agreement. If no certified/qualified Bargaining Unit Member(s) requests the position(s), the manner in which the position(s) is filled will be at the discretion of the Board.
- F. Whenever vacancies occur during the summer, the following procedures shall be followed:
 - 1. Employees within that specific program will be notified in writing by the Superintendent or his/her designee of the vacancy.
 - 2. Employees so notified shall have the responsibility of contacting the Superintendent or his/her designee indicating their interest in said position.
- G. Federation members interested in a given vacancy must apply in writing within ten (10) working days from the date of posting notice of said vacancy.

ARTICLE XVII - CONTINUITY OF OPERATION

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the RESD program during the normal school year and the avoidance of disputes, which threaten to interfere with such operations.

ARTICLE XVII - CONTINUITY OF OPERATION (cont'd)

- B. The Federation, or any employee within the Federation, agrees that it or he/she will not, during the period of this Agreement, engage in any illegal strike.
- C. Nothing in this Agreement shall require the Board to keep the schools open in the event of severe inclement weather or when otherwise prevented by health hazard or Act of God.
- D. When a constituent district or the Area School closes because of an Act of God Day, then the Clare-Gladwin Regional Education Service District professional employee scheduled to be at that district is not required to report to work. If, or when, the constituent district or Area School is required by state law to make up the Act of God Day, the professional employee shall reschedule his/her services to the district for that day, without additional compensation.

In general, the following guidelines will be used to determine delays and closings, but an updated memo will be sent to staff each fall.

CLOSINGS: The *Area School* will close when the three districts with the highest number of students attending the Area School close. (Most years, this is Farwell, Gladwin, and Harrison.) If one of the above three districts stays open but the other four districts close, the Area School will close. The *Career Center* will close if at least four of our five districts close.

On very rare occasions, the Superintendent may make an exception to the above two rules.

CTE and SPECIAL EDUCATION STAFF IN TWO DISTRICTS: If an employee's schedule is split between two districts on a day when there are school closings and/or delays, the employee is expected to report to work, even for a partial day, if one of the districts he/she is scheduled to be in is open. An exception is if the employee is scheduled to work in the open district for less than two hours, then the employee does not need to report. However, the employee must let the district know he/she will not be reporting.

RELATED SERVICES and ITINERANT STAFF BASED AT AREA SCHOOL: Employees should follow the schedule for the district they are scheduled to work in that particular day.

EARLY CHILDHOOD STAFF BASED AT CENTRAL OFFICE: Employees should follow the Area School schedule.

YOUR DECISION: If employees ever feel the weather conditions may be too dangerous for them to travel to work, they must use the following procedure.

1. Call their supervisor prior to their report time and let him/her know they won't be reporting to work due to weather conditions.
2. **Indicate on monthly log** whether they are taking the time as personal time or lost time as appropriate for their individual circumstance.

All leave days are prorated for part-time employees and for employees who do not work a full school year.

ARTICLE XVIII – SICK, BEREAVEMENT, PERSONAL LEAVE and LEAVES OF ABSENCE

The number of days that employees meet pupils in a school year are limited, and therefore every effort should be made to preserve them. A contract assumes full service except for necessary absences as covered by leave policies defined in this contract. In event of absences not covered by this or any other leave and absence policy of the Board, the deduction from the employee's salary shall be figured at the daily rate as defined in Article XIX.

Sick Leave

A. For members hired prior to July 1, 2009: On the first day of the new school year and on February 1, the Board will grant each employee seven (7) sick days or 50.75 hours.

For members hired after July 1, 2009: On the first day of the new school year and on February 1, the Board will grant each employee six (6) sick days or 43.5 hours.

The unused portion of an employee's sick leave days shall accumulate from year to year to a maximum of one hundred thirty (130) days or 942.5 hours. An individual's personal sick days may be taken for the following reasons and subject to the following conditions:

1. Personal Illness or Disability - The employee may use all or any portion of his/her leave to recover from any of his/her own illness or disability.
2. Deaths Other Than Immediate Family – The employee may take one (1) day per death to attend the funeral of any person. Said day shall be charged as an employee personal sick day. Additional days may be approved by the Superintendent or designee.
3. Medical or Nursing Care - The employee may take one (1) day to make arrangements for medical or nursing care for a member of his/her immediate family. Immediate family shall be interpreted as spouse, mother, father, brother, sister or children. Additional days may be approved by the Superintendent or designee.
4. Illness in the Immediate Family - Immediate family shall be defined as spouse, mother, father, children.

B. The Board shall furnish each employee with a written statement at the beginning of each school year indicating the total sick leave accumulation.

C. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year. The leave may be renewed each year upon request of the employee.

D. Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days, provided that the Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Worker's Disability

**ARTICLE XVIII – SICK, BEREAVEMENT, PERSONAL LEAVE and LEAVES OF ABSENCE
(cont'd)**

Act for the duration of such absence, with a prorated deduction from accumulated sick leave for each day absent. Before an employee may return to work, he/she must have a written release from the treating physician. If the employee is placed on restricted duty, a written statement from the treating physician describing the restrictions must be submitted. When the employee is returned to full duty, a written release from the treating physician returning the employee to full duty must be submitted.

- E. Employees shall notify their immediate supervisor, in writing in advance, if they know they will be off work for three (3) or more consecutive days.

Bereavement Leave

Death in the Immediate Family - The employee may take a maximum of five (5) days per death. "Immediate family" shall be defined as spouse, mother, father, brother, sister, children and their spouses, father and mother-in-law. Additional days may be approved by the Superintendent. The five (5) bereavement days will not be charged against the employee's sick time. The length of each bereavement day is the same length as a normal workday for the employee.

Personal Leave

- A. At the beginning of every school year each employee shall be credited with three (3) days to be used for the employee's personal business. The length of each personal day is the same length as a normal workday for the employee. Two (2) unused personal days may be rolled over as personal days – not to exceed five (5) personal days in any given year - to be used the following school year. A personal day must be used in half-day increments. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his/her immediate supervisor at least two (2) workdays in advance, except in case of emergency. The employee may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. Personal leave days shall be available for the practice of individual religious preferences. The employee must notify his/her immediate supervisor at least two (2) days in advance except in cases of emergency. If there is an emergency, the employee must call or e-mail his/her immediate supervisor. It will be a violation of the contract to use these days for participating in illegal activities.
- B. Any employee called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be paid his/her full salary. Once the employee receives per diem payment from the court system for jury duty, a copy of the pay stub received from the court system and a personal check payable to the RESD in the same amount as the per diem must be submitted to the Business Office. The reimbursement for mileage is kept by the employee.
- C. Any Federation member who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary.

**ARTICLE XVIII – SICK, BEREAVEMENT, PERSONAL LEAVE and LEAVES OF ABSENCE
(cont'd)**

Leaves of Absence

A. Conditions and Definitions

1. A leave is a Board granted absence to employees with provisions for certain rights and responsibilities before, during, and following such absences.
2. Any leave granted will be with the understanding that it is a leave of absence from the Clare-Gladwin Regional Education Service District and not necessarily from a particular position. Every effort will be made to assign the employee to the same or a comparable position; however, employees will not be guaranteed their former assignment but will be placed in an equivalent position.
3. No benefits will accrue to an employee during a leave except as otherwise stated herein, or as are provided to an eligible employee under the Family and Medical Leave Act.
4. A leave may be terminated before the normal expiration date by mutual agreement between the employee and the Board, except as provided under the Family and Medical Leave Act, which requires two business days notice.
5. Other leaves of absence may be granted by the Board.

B. Types of Leaves

1. Advance Study: A leave of absence for up to one (1) year without pay may, upon the approval of the Superintendent, be granted for:
 - study related to the employee's licensed, certified or state approved field,
 - study to meet eligibility requirements for a license, certification or state approval other than that held by the employee, and
 - study, research, or a special service assignment involving probable advantage to the District.

Upon return from such leave, an employee will be considered as if he/she were actively employed by the District during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

2. Sabbatical: Upon recommendation by the Superintendent, the District may grant leaves for professional growth for a period not to exceed one (1) year subject to the following conditions:
 - (a) Written requests in a form acceptable to the Superintendent must be submitted to him/her no later than sixty (60) **calendar** days prior to the effective date of the leave unless acceptable to the District at a later date. Preference in granting such leave will be based upon both anticipated benefits to the District and length of service in the school system.

**ARTICLE XVIII – SICK, BEREAVEMENT, PERSONAL LEAVE and LEAVES OF ABSENCE
(cont'd)**

- (b) The employee has completed at least seven (7) consecutive years of service with the CGRESD.
 - (c) Compensation will be paid at one-half (1/2) the annual salary rate for a full year's leave or one-quarter (1/4) of the annual salary rate for a semester's leave.
 - (d) The employee will agree to return to employment in the District for one (1) full year in the event of a semester's leave or two (2) full years in event of a full year's leave. If an employee fails to return for the required time, he/she will be liable for repayment to the District of a proportionate amount of the leave pay received.
 - (e) On return to the District the employee will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
 - (f) No more than two (2) employees may be granted this leave per year.
3. Pre-Assignment: In areas where trained personnel are needed by the Board, the Board will post the position, the qualifications required, and the nature of the training required. The Board will, at its discretion, select a candidate from among the applicants, and if he/she is required by the Board to seek additional training he/she may have full salary and fringe benefits while he/she is training. Sections 2(d) and 2(e) above will also apply to such personnel.
4. Personal/Extended Health Leaves: Any employee whose personal illness extends beyond the period compensated will be granted a leave of absence not to exceed two (2) years upon proper application to the Board. (See Section 6 - FMLA)

The foregoing also may be granted for the purpose of caring for a sick member of the employee's family not to exceed one (1) year upon proper application to the Board. Both personal and extended health leaves may be extended by permission of the Board. Any leave granted shall be without pay, increment, or seniority. After an extended personal illness, the District may request that the employee present a doctor's statement from a physician certifying the employee's fitness to return to work.

Upon return from such leave, an employee will be assigned to the same position, if available, or to the first available position for which he/she is qualified or approved. Paternity leave for up to one year shall be granted in the same manner as maternity and child care leaves. When a personal/extended health leave is granted, the employee must work a minimum of 66% of their work schedule in a given school year to be granted a step on the salary schedule.

**ARTICLE XVIII – SICK, BEREAVEMENT, PERSONAL LEAVE and LEAVES OF ABSENCE
(cont'd)**

5. Government Service: The District may, upon approval of the Superintendent, grant a leave of absence without pay or increment to any employee campaigning for or in government service. Leaves under this section may be renewed upon request for a one (1) year period; additional requests for renewal will be considered by the District annually.
6. Family Medical Leave Act (FMLA): A thirty (30) **calendar** day advanced written notice of the need to take a family medical leave is required of foreseeable leaves.

An employee who has worked for the district for a period of at least twelve (12) months and who has worked at least twelve hundred fifty hours (1,250) hours during the twelve (12) month period before the leave is to start shall be granted up to twelve (12) work weeks of unpaid leave (provided it has been at least twelve (12) months since the last such leave), unless agreed upon by the employer, for one of the following reasons:

- (a) The birth or care of a child.
- (b) The placement of an adopted or foster child in the home.
- (c) The care of a spouse, child or parent if such individual has a serious health condition.
- (d) A serious health condition of the staff member, which disables him/her from performing the function of his/her position. Such a condition may be an illness, injury, impairment, physical or mental condition that involves in-patient care in the hospital, hospice, or residential medical care facility or requires continuing treatment by a health care provider (M.D. or D.O.). **Medical certification(s) may be required by the Board to support the need for leave due to a serious health condition.**
- (e) When Family Medical Leave is to care for an injured or ill covered service member, an eligible employee may take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. This is a one-time benefit per service member. Leave to care for an injured or ill service member, when combined with other FMLA qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.
- (f) When leave is due to a “Qualifying Exigency”: An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12)

**ARTICLE XVIII – SICK, BEREAVEMENT, PERSONAL LEAVE and LEAVES OF ABSENCE
(cont'd)**

weeks of allowable time. (A “qualifying exigency” arising out of a covered family member’s (spouse, son, daughter, or parent) active duty or call to active duty in the United States Armed Forces, as defined by Federal regulations, includes:

- short-notice deployment
- military events and related activities
- childcare and school activities
- financial and legal arrangements
- counseling
- rest and recuperation
- post-deployment activities

An employee requesting an approved leave of absence outlined in paragraph (f) above may be required to use all accrued sick leave and/or personal leave before going on family medical leave. For purposes of the Family Medical Leave Act, accumulated sick leave that is available to the employee may be substituted by the employee, under this article, for any unpaid leave due to personal illness or disability of the staff member. In the case where the district employs both husband and wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse.

An employee returning to work from a leave described in paragraph (f) above shall be restored to his/her former position or to one that is equivalent in responsibility and compensation. Restoration to a teaching position for which the teacher is certified and qualified constitutes return to an equivalent teaching position for purposes of the Family Medical Leave Act. During a family medical leave, the Board shall maintain the employee's current coverage under the district's health insurance program, provided the employee continues to pay any normal employee contribution as applicable monthly.

Should the employee elect not to return to work at the end of an approved leave outlined in paragraph (f) above for reasons other than the continuation, reoccurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the employee, the district may seek reimbursement for the health premium paid by the district during the leave period.

The employee shall not accrue any sick leave or personal leave during any unpaid portion of leave under the Family Medical Leave Act.

ARTICLE XIX - WORKING HOURS AND DAYS

A workday is defined as:

1. A day spent in a regular assignment with students.
2. A day spent in planning, recording, or performing duties related to the employee's ordinary responsibilities to the District.
3. A day spent, by mutual agreement between the Superintendent and employee, that promotes the efficiency of the District's function or image.
4. A day of absence specifically defined in this Agreement as an absence with pay.
5. A day of absence specifically defined in this Agreement as leave with pay.
6. Professional employees required to work a greater number of workdays shall receive their regular daily rate.
7. Daily rate is defined as salary divided by contracted working days.
8. A workday for Clare-Gladwin RESD personnel shall be designed around the local/building serviced and will be 7, 7.25, 7.5, or 7.75 hours per day. The formula for total hours assigned is based on 1355.75 hours (7.25 hrs. X 187 days).
9. Clare-Gladwin Area School professional staff will work during the lunch period on a rotating basis. The staff is divided based on which lunch (first or second) their classroom has for the year. Non-Classroom Teacher(s) will be assigned to the lunch schedule as classroom teachers are assigned. In exchange for working through one or two lunch periods per week (as determined by the rotation schedule), Clare-Gladwin Area School professional staff may leave ½ hour early on the last scheduled workday of the week for the school year.

If a teacher is absent on the last scheduled workday of any week, the staff member may leave ½ hour early either the day before or the next workday. This will be cleared with the Clare-Gladwin Area School Principal. This procedure will be examined annually.

10. Professional Staff Meetings:
 - (a) Staff shall remain after the close of the school day without additional compensation on one (1) day per month for up to forty-five (45) minutes to attend meetings called by their program supervisor and/or administrator. Such meetings shall last no longer than forty-five (45) minutes beyond the workday and shall begin no later than ten (10) minutes after the end of the workday. Staff may, if appropriate, place educational related items on the agenda. An agenda shall be available for staff three (3) days prior to the meeting date.
 - (b) Clare-Gladwin Area School Staff may have up to two (2) meetings per month, not to exceed 15

ARTICLE XIX - WORKING HOURS AND DAYS (cont'd)

meetings per year, 9 of which can be 45 minutes in length and six of which can be 30 minutes in length. The teachers at the Clare-Gladwin Area School will be able to use up to three (3) hours as compensatory time for the additional six (6) staff meetings with the duration of 30 minutes past the regular work day. This time may be used to leave early on another day with the exception of the last working day of the week, days with scheduled staff meetings and in-service days. (This time can be used in 15-minute intervals with pre-approval from the building principal.)

If the program supervisor and/or administrator and the majority of the staff, as determined by secret ballot conducted within the first two (2) weeks of the school year by the Federation and administrator, prefer to hold any of these meetings before the workday begins, they may do so with all staff members required to attend. Similar procedures shall be followed for related services staff personnel meetings.

Once meetings are scheduled, the date and time of individual meetings may be changed by a majority vote of the staff. If a staff member has a conflict due to a change in the meeting date, the staff member shall not be required to attend the meeting.

11. One (1) record day per school year for the Area School staff shall be scheduled at the end of the first semester.
12. With pre-approval by the administrator, compensatory time equal to one workday may be substituted for one day per year that is worked either during the summer or on a weekend.
13. The professional staff, as a whole, shall be granted a maximum of four (4) days per school year to chaperone students at State Special Olympic events. It is understood that these days shall be counted as regular days of service. There will be no reimbursement for time beyond the employee's regular school day. In the event transportation/meals are not provided, staff members will be reimbursed at current Clare-Gladwin RESD rates.

ARTICLE XX - TRAVEL AND MILEAGE

A. Mileage

1. Mileage traveled in the performance of duties shall be reimbursed at the IRS rate. In the event a higher rate is paid to Regional Education Service District employees, that same rate shall apply effective immediately to all bargaining unit members.
2. Starting from the employee's home base or the Regional Education Service District Office, if required, all miles traveled to expedite the performance of the employee's job and return to his/her base of operation or the Regional Education Service District Offices shall be considered reimbursable miles.

ARTICLE XX - TRAVEL AND MILEAGE (cont'd)

- 3. Travel to and from administratively approved or required conferences shall be computed separately from the daily performance mileage. In the event that professional employees attend the same conference, the Regional Education Service District shall reimburse a maximum of one automobile per three (3) attendees for the identified conference. Exceptions to this should be approved prior to the conference by the appropriate administrator.
- 4. Mileage between points within the Regional Education Service District shall be established and agreed upon by the Board of Education and the Federation.
- 5. Instructions for preparation of the monthly log, as printed on the mileage voucher, shall be followed and the voucher shall be completed and signed by the professional employee before submitting to the appropriate supervisor.
- 6. The Board of Education reserves the right to limit total miles traveled.

ARTICLE XXI - LONGEVITY

- A. For employees hired prior to July 1, 2009: An employee will qualify for a longevity payment, effective July 1, after completion of fourteen (14) years of professional education experience, ten (10) of which shall be with the Clare-Gladwin Regional Education Service District.

For employees hired after July 1, 2009: An employee will qualify for a longevity payment, effective July 1, after completion of fourteen (14) years of professional education experience with the Clare-Gladwin Regional Education Service District.

Longevity Scale – Computed on the Base (Step 0) for Each Education Level

<u>90%</u>	<u>BA</u>	<u>+15</u>	<u>+30</u>	<u>+45</u>	<u>+60</u>	<u>+75</u>
2.25%	2.25%	2.25%	2.5%	2.5%	2.5%	2.5%

- B. For employees hired prior to July 1, 2009: An employee will qualify for an additional flat rate payment of \$250 added to the longevity scale, effective July 1 after the completion of 19 years of professional education experience, fifteen of which shall be with the Clare-Gladwin Regional Education Service District.

For employees hired after July 1, 2009: An employee will qualify for an additional flat rate payment of \$250 added to the longevity scale, effective July 1, after the completion of 19 years of professional education experience with the Clare-Gladwin Regional Education Service District.

ARTICLE XXII - COMPENSATION SCHEDULE

Salary and benefits are prorated for part-time employees and for employees who do not work a full school year.

- A. Official transcripts, degrees and/or certificates or other official documentation must be submitted and recorded with the Regional Education Service District Business Office upon employment. The Superintendent shall have the discretion to award up to five (5) years of credit for professional education/work experience for consideration on the salary schedule.
- B. Salary will be paid on alternate weeks in accordance with the Regional Education Service District schedule (21-26 pays).
- C. On termination of employment, the employee shall be paid all salary due on the next payroll date upon completion of the exit interview with the Superintendent (or designee).
- D. A salary schedule change will be effective at the beginning of the school year following the date of completion of the requirements as shown on the official college transcript or other official documentation indicating satisfactory completion of course work at the graduate level, in a planned program, or an undergraduate course, if appropriate. [For a salary change to be effective retroactively to the beginning of the school year, all documentation must be received by the Business Office by November 01 of that year.](#) All courses must be related to the employee's professional field or work responsibilities.
- E. Those individuals working less than the regular schedule will receive their prorated salary on the appropriate step of the salary schedule for which they are qualified. In addition, all other fringe benefits will be prorated on the same basis. No benefits shall be paid to those employees who work fifteen (15) hours or less per week.
- F. In cases where related non-school employment is of value to the school district, the Superintendent may grant some experience credit.
- G. CTE instructors under an annual authorization shall be paid at 90% of the BA level appropriate step.
- H. Certified Occupational Therapy Assistants, Physical Therapy Assistants, etc. shall be paid at 90% of the BA level appropriate step.
- I. Health Insurance
 - 1. The Board retains the right to name all insurance carriers. Changes in benefit specifications are subject to discussion by the insurance committee. Said committee shall consist of the Superintendent and/or their designee, one Board Member, the Federation President and/or designee, and one Federation Member. Should this committee not arrive at an agreement, the Board retains the right to implement the insurance benefit and formula as outlined in the contract.
 - 2. The District accepts the full responsibility for the health insurance costs up to the limits noted below. Employees will be responsible for the difference between the insurance rates

ARTICLE XXII - COMPENSATION SCHEDULE (cont'd)

and the limits through payroll deduction. For employees not taking health insurance, the cash in lieu of insurance will be \$250.00 per month for 2009-2012. For those electing health insurance, the insurance will be POC LA PPO Option 1 with the \$10/\$20 prescription drug plan presented through Michigan Employee Benefit Services, Inc. and the following percentage of premium will be paid:

- 90% for 2009-2010
- 90% for 2010-2011
- TBD for 2011-2012

DAW (dispense as written) penalty and mandatory mail order are required.

3. 125 Plan – The Clare-Gladwin Regional Education Service District Board of Education will implement a 125 Plan permitting a voluntary salary reduction to be applied to the portion of insurance premium, medical reimbursement, and child care for which the employee is responsible. The payment plan shall be implemented upon execution of this agreement, and is intended to remain in effect the life of this agreement and thereafter at the discretion of the Clare-Gladwin Regional Education Service District Board of Education. Election to participate will be based on individual Federation members executing and filing a salary reduction agreement as required by the Clare-Gladwin Regional Education Service District Board of Education. The Clare-Gladwin Regional Education Service District Board of Education may change, amend, or suspend the benefit plan if legislation or regulation alters, limits, or prohibits operation of such plan as currently permitted under the U.S. Internal Revenue Code of 1996, as amended.
- J. Dental Insurance - Ultra-Dent 60/60/60/50; \$1,500 Maximum for Combined Preventative, Basic and Major/\$1,000 Maximum for Orthodontics.
 - K. Vision Insurance – SET/UnitedHealthcare Vision Platinum Plan.
 - L. All insurance coverages are offered subject to the rules, regulations and policy of the agreed upon insurance carrier. Upon acceptance by the agreed upon insurance carrier of the written application of the employee, the Board shall provide premium payments on behalf of the eligible employee for insurance coverage as provided in this Article. It is understood that the Board's obligation to provide the insurance coverages as required in this Article is limited to coverage through the agreed upon insurance carrier.
 - M. All employees are required to participate in long-term disability insurance to be paid for by the employee. The choice of carrier and coverage shall be determined by the Federation.
 - N. When the occasion arises to establish a bargaining unit position due to the approval of a state or

ARTICLE XXII - COMPENSATION SCHEDULE (cont'd)

federal grant to be carried out during the regular school year and the salary allocated by the grant does not comply with the normal salary, a committee shall be established to determine approval and deviation from the salary schedule. The committee shall consist of two members of each negotiating team and agreement must be unanimous.

- O. Summer employment funded by state or federal grants will not be subject to the normal salary schedule. Summer employment shall be defined as volunteer employment beyond an individual's regular school year and shall be considered extra pay for an extra duty assignment for which a separate contract will be issued. Notice of such position shall be in accordance with Article XVI, Section E. Bargaining unit applicants shall be offered such positions before non-bargaining unit members. Such positions shall be awarded on the basis of seniority and the person must be certified or state approved.

ARTICLE XXIII – SEVERANCE PAY

After eight (8) years of service in the district an employee who terminates his/her service shall be entitled to draw his/her accumulated sick days at one-half (½) of his/her regular pay to a maximum of \$1,000.00.

In the case of death or retirement, provided the employee has five (5) years of service in the District, any unused sick leave shall be paid in a lump sum to the employee or his/her beneficiary designated in writing by the employee. Such payment shall be computed by multiplying the number of unused sick days times fifty percent (50%) times the employee's daily rate of pay at the time of death or retirement. Such payment shall not exceed one thousand five hundred dollars (\$1,500).

ARTICLE XXIV - PROFESSIONAL GRIEVANCE PROCEDURE

- A. A “grievance” is defined as an alleged violation of a specific article or section of this Agreement. Grievant shall be defined as the local Federation and/or employees in this bargaining unit. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted to the following grievance procedures stated below. Before a grievance can be filed, however, both parties involved shall informally discuss the situation to be certain there has been a violation of any provision of this contract, or to ascertain if there is a disagreement as to a violation of any provision of this contract. Said informal conference shall be held within 10 workdays of the occurrence or the time the individual should have had knowledge of the occurrence, or, at the subsequent monthly AFT/administration communication meeting.
- B. The grievant must invoke formal grievance procedure on the form set forth in the Appendix, signed by the grievant and/or representative of the Federation, and it must be filed within ten (10) workdays of the decision at the informal conference. A copy of the form shall be delivered to the supervisor involved and to the Federation. If the grievance involves more than one building, it may be filed with the Superintendent or a representative designated by him/her.
- C. Within ten (10) workdays of receipt of the grievance, the supervisor shall meet with the Federation

ARTICLE XXV - PROFESSIONAL GRIEVANCE PROCEDURE (cont'd)

President or his/her designee in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Federation and to the grievant.

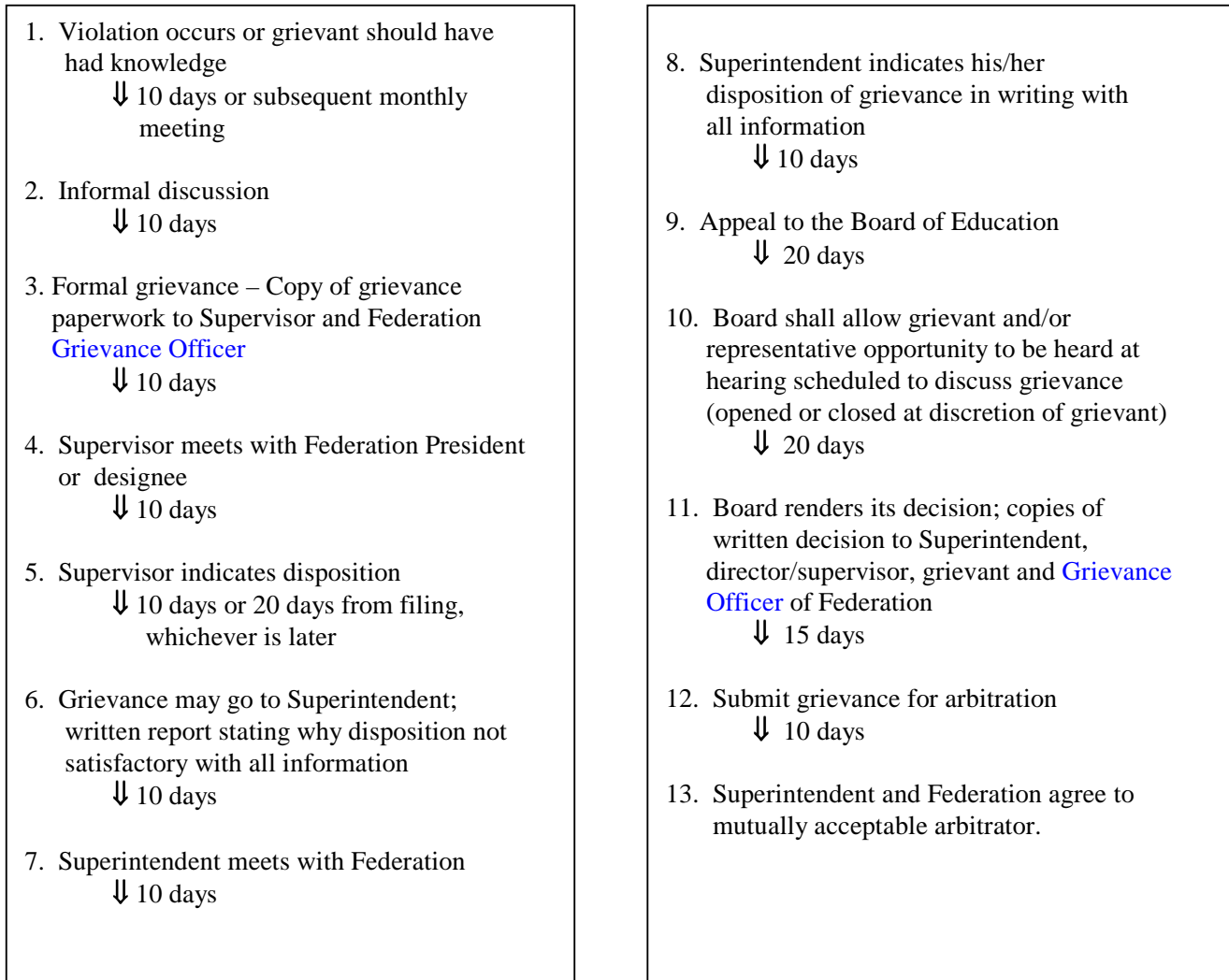
- D. If the Federation is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) workdays of such meeting (or twenty (20) workdays from date of filing, whichever shall be later) the grievance may be transmitted to the Superintendent. If the Federation does pass the grievance on to the Superintendent within the time limits prescribed, there shall be a written report signed by the President of the Federation stating exactly why the disposition of the grievance was not satisfactory together with any and all information the Federation has connected with the grievance.
- E. Within ten (10) workdays the Superintendent or his/her designee will meet with the Federation on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) workdays of such meeting and shall furnish a copy thereof together with any and all information the Superintendent has connected with the grievance to the Federation.
- F. If the decision is unsatisfactory to the grievant and the Federation, the Federation shall within ten (10) workdays of the decision appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the Secretary of the Board. Within twenty (20) workdays from receipt of grievance, the Board shall allow the grievant and/or his/her Federation representative an opportunity to be heard at a hearing scheduled to discuss the grievance. (The hearing may be opened or closed at the option of the grievant if it involves discipline, evaluation, or medical information.) Within twenty (20) workdays from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Federation, shall final determination of the grievance be made by the Board more than twenty (20) workdays after the initial hearing. Copies of the written decision shall be forwarded to the Superintendent, Director, or Supervisor for the program in which the grievance arose, the grievant, and secretary of the Federation.
- G. If a satisfactory disposition of the grievance is not made as a result of Paragraph E, the Federation may, by written notice to the Superintendent, submit the grievance to arbitration within fifteen (15) workdays from the last date provided for in Paragraph E.
 - 1. Within ten (10) workdays after such written notice and the submission to arbitration, the Superintendent and the Federation will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Federation by the Federation. The parties will be bound by the rules and procedures of the American Arbitration Federation in the selection of an arbitrator.

ARTICLE XXV - PROFESSIONAL GRIEVANCE PROCEDURE (cont'd)

2. The arbitrator so selected will hear the matter promptly and will issue his/her decisions not later than thirty-five (35) workdays from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
 3. The arbitrator shall not modify the express terms of this Agreement. No decision on, or adjustment of, a grievance shall be contrary to any provision of this Agreement.
- H.** If any individual employee has a personal complaint, which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Federation and opportunity for a Federation representative to be present, nor shall any adjustments of a grievance be inconsistent with the terms of this Agreement.
- I.** Any time period in this Article may be extended by mutual written agreement of the parties involved.
- J.** If either party fails to meet the time limits prescribed herein the grievance shall be deemed settled against the party failing to meet said time limits.
- K.** Days for the purpose of this Article shall be regular workdays during the regular school year, except if a school year ends before a grievance is resolved or the grievance occurs in the summer. In these cases weekdays will be counted to establish time limits.

GRIEVANCE FLOW CHART
On Page 31

GRIEVANCE FLOW CHART



GRIEVANCE REPORT FORM

Grievance # _____ School District Distribution of Form

GRIEVANCE REPORT
Submit to Supervisor in Duplicate

- 1. Superintendent
- 2. Supervisor
- 3. Federation
- 4. Employee

Building	Assignment	Name of Grievant	Date Filed
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STEP I - Sections B - C

1. Date Grievance Occurred _____

2. Statement of Grievance _____

3. Relief Sought _____

Signature of Grievant

Date

4. Disposition by Supervisor _____

Signature of Supervisor

Date

GRIEVANCE REPORT FORM – Page 2 of 3

5. Position of Grievant and/or Federation _____

Signature

Date

STEP II - Section D

1. Date Received by Superintendent or Designee _____

2. Disposition of Superintendent or Designee _____

Signature

Date

3. Disposition of Grievant and/or Federation _____

Signature

Date

STEP III - SECTION E

1. Date Received by Board of Education or Designee _____

2. Disposition by Board of Education _____

Signature

Date

GRIEVANCE REPORT FORM – Page 3 of 3

3. Position of Grievant and/or Federation _____

Signature Date

STEP IV - SECTION E

1. Date Submitted to Arbitration _____
2. Disposition & Award of Arbitrator _____

Signature Date

If additional space is needed in reporting section, utilize space below and attach additional sheets.

Note: All provisions of Article [XXIV](#) of the Agreement [dated July 01, 2009](#) WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

Salary Schedule

2009-2010								
INDEX	STEP	90%*	BA	+15	+30	+45	+60	+75
1	0	33,179	36,865	38,051	39,233	40,417	41,602	42,787
1.05	1	34,837	38,708	39,954	41,195	42,438	43,682	44,926
1.1	2	36,496	40,552	41,856	43,156	44,459	45,762	47,066
1.15	3	38,155	42,395	43,759	45,118	46,480	47,842	49,205
1.2	4	39,814	44,238	45,661	47,080	48,500	49,922	51,344
1.25	5	41,473	46,081	47,564	49,041	50,521	52,003	53,484
1.3	6	43,132	47,925	49,466	51,003	52,542	54,083	55,623
1.35	7	44,791	49,768	51,369	52,965	54,563	56,163	57,762
1.4	8	46,450	51,611	53,271	54,926	56,584	58,243	59,902
1.45	9	48,109	53,454	55,174	56,888	58,605	60,323	62,041
	10	50,353	55,948	57,727	59,500	61,276	63,053	64,831
	11	53,111	59,012	60,885	62,757	64,624	66,499	68,374
Longevity								
**	14	53,858	59,842	61,741	63,737	65,635	67,539	69,443
\$ 250	19	54,083	60,092	61,991	63,987	65,885	67,789	69,693

2010-2011								
INDEX	STEP	90%*	BA	+15	+30	+45	+60	+75
1	0	33,179	36,865	38,051	39,233	40,417	41,602	42,787
1.05	1	34,837	38,708	39,954	41,195	42,438	43,682	44,926
1.1	2	36,496	40,552	41,856	43,156	44,459	45,762	47,066
1.15	3	38,155	42,395	43,759	45,118	46,480	47,842	49,205
1.2	4	39,814	44,238	45,661	47,080	48,500	49,922	51,344
1.25	5	41,473	46,081	47,564	49,041	50,521	52,003	53,484
1.3	6	43,132	47,925	49,466	51,003	52,542	54,083	55,623
1.35	7	44,791	49,768	51,369	52,965	54,563	56,163	57,762
1.4	8	46,450	51,611	53,271	54,926	56,584	58,243	59,902
1.45	9	48,109	53,454	55,174	56,888	58,605	60,323	62,041
	10	50,353	55,948	57,727	59,500	61,276	63,053	64,831
	11	53,882	59,869	61,770	63,669	65,564	67,466	69,369
Longevity								
**	14	54,629	60,699	62,626	64,650	66,574	68,506	70,438
\$ 250	19	54,854	60,949	62,876	64,900	66,824	68,756	70,688

2011-2012 salary and benefits to be negotiated

* Employees paid at 90% of the BA level include COTAs, PTAs, etc. and CTE instructors on an annual authorization.

** Equals an additional 2.25% of the base for 90%, BA, and BA+15; 2.5% of the base for BA+30 and above.

WITNESS – DURATION

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives on this 15th day of July, 2009.

This Agreement shall be effective July 1, 2009 to June 30, 2012, with wages and benefits to be negotiated for 2011-2012.

CGEF/AFT Negotiating Team: Jay Kirchheimer, Kim Martin, Marsha Shields, and Ruth Sandridge
Board Negotiating Team: Barbara Richards, Sheryl Presler, and Cheri Umbarger

**BOARD OF EDUCATION
CLARE-GLADWIN REGIONAL EDUCATION SERVICE DISTRICT**

BY _____
Don Hannah, President Date

Carol Darlington, Secretary Date

CLARE-GLADWIN EDUCATION FEDERATION/AFT - Michigan

BY _____
Kim Martin, President Date

Jay Kirchheimer, Negotiation Team Date

Marsha Shields, Negotiation Team Date

Ruth Sandridge, Negotiation Team Date