

**Collective Bargaining Agreement
between
Carman-Ainsworth Board of Education
and
CMOPP Association
2013 - 2016**

ARTICLE I RECOGNITION

- A. The Carman-Ainsworth Board of Education, hereinafter referred to as the Board or Employer, hereby recognizes the Carman-Ainsworth Custodial/Maintenance/Office Personnel/Paraprofessional Association, MEA/NEA hereinafter referred to as the Association, an affiliate of the Michigan Education Association, as the exclusive bargaining representative for regular full-time and regular part-time employees listed in sections G and H of this article and employed by the Board.
- B. The Board recognizes the Association as the exclusive representative of the named positions for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment.
- C. The positions of Executive Assistant to the Superintendent, Executive Assistant to the Assistant Superintendents, Executive Assistant to the Office of Human Resources, Executive Assistant-Payroll Accountant, Supervisors, Native American Specialist, Head Start Teachers, At-Risk Tutors, Substitute Employees, and all other employees not included in G and H shall be excluded from the bargaining unit.
- D. For the purpose of this agreement, the following definitions will apply:
 - 1. A regular full-time employee is one who is employed at least six hours per day for a minimum of the days specified as the student school calendar year.
 - 2. A regular part-time employee is one who is employed a specified number of hours each week for a minimum of the days of the student school calendar year but less than thirty (30) hours per week.
 - 3. A probationary employee is one who is employed to fill a regular full or regular part-time position for the probationary period as set forth in this agreement.
 - 4. A substitute employee is one who is employed to fill a regular full or regular part-time position on a per diem basis while the regular employee is on a leave.
 - 5. A temporary employee is one who is employed to fill a full-time or part-time position for no more than ninety (90) calendar days. The Association and the Office of Human Resources will review the position after thirty (30) days to determine its status. If it is determined at the end of ninety (90) days that the position is necessary, it will become a bargaining unit position, and will be posted.

A temporary position will at no time be used to replace, or in place of, a bargaining unit position, or to avoid the hiring of a bargaining unit member to fill such a position.

E. It is understood that the members of the bargaining unit set forth in the above recognition clause have the responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person who is, or will become, a member of the bargaining unit represented by the Association.

F. Job Titles and Levels – Secretarial/Paraprofessional

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| Level A | Transportation Assistant
Hall Monitor
Lifeguard
Early Head Start Community Liaison |
| Level B | Records Clerk
Responsibility Room Monitor |
| Level C | Administration Building Receptionist
Media Secretary
Classroom Paraprofessional
Career Center Secretary
Attendance Clerk
Assistant Secretary of Special Services
Assistant Transportation Secretary
Print Shop Clerk
Title I Paraprofessional
E.H.S. Secretary
E.H.S. Data Secretary
Early Head Start Secretary
Early Head Start Coordinator
Native American Secretary
Guidance Secretary
Assistant Service Center Secretary
Computer Lab Paraprofessional
One on One Paraprofessional
Early Head Start Para-Educator |
| Level C+ | Computer Lab Technician
Assistant Building Secretary |
| Level D | Building Secretary
Bookkeeper
Curriculum Secretary
Human Resources Secretary
Transportation Secretary
Service Center Secretary
Secretary to Director of Business
Technical Services Secretary
Secretary to Student Support Services
Secretary to Athletic Director |

Level E Accounts Payable Clerk
 Accounting Clerk
 Federal and State Programs/Grant Clerk
 Special Education Services Secretary
 Office Assistant to Community Services
 Secretary Research and Assessment

G. Job Titles and Levels – Custodial/Maintenance

Level A Mail Carrier
 Building and Grounds Security

Level B Custodian
 Mail Carrier (upon member leaving/retirement changes to
 level A)

Level C Building Leader
 Custodian/Grounds

Level D Head Custodian
 General Maintenance III
 Mechanic III
 Building and Grounds Maintenance

Level E Maintenance II
 Mechanic II

Level F Maintenance I
 Mechanic I

Level G Skilled Maintenance
 Skilled Mechanic
 Skilled Computer Technician

Level H Head Mechanic

Level I Master Electrician

ARTICLE II BOARD RIGHTS

The Board of Education reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement including by way of illustration, the determination of policies, operations, assignments, schedules, discipline, layoff, etc., for the orderly and efficient operation of the school district.

ARTICLE III ASSOCIATION SECURITY AND PAYROLL DEDUCTIONS

Public Acts 53 and 349 of 2012 prohibit the district from complying with Association Security and Payroll Deductions. Therefore the language has been moved to Appendix F and will be enforceable should there be legal circumstances that allow the district to comply with the language in Appendix F.

- A. Upon hire, the Board shall furnish the Association the names, current addresses, building assignments and number of work hours of all new bargaining unit members.
- B. The Board shall also make payroll deductions upon written authorization from employees for annuities, credit union, savings bonds, or any other plans or programs currently offered by the Board.

ARTICLE IV HOURS OF WORK/WORKING CONDITIONS

A. Working Hours

- 1. The regular workday for employees shall not exceed eight hours per day unless agreed upon by the employee, the employer, and the association. The regular workweek shall not exceed forty (40) hours per week. Overtime will be paid to employees after forty (40) hours worked in the regular work week. The employee's workweek shall be a calendar week beginning on Monday at the regular starting time of the shift to which she/he is assigned. Prior to the reduction of work hours the district will consult with the association.
- 2. The term days shall mean working days. Workdays will include days actually worked.
- 3. When employees work in different buildings during the day, the dismissal time is based on the time the employee began that day. Employees will be compensated on the basis of the calendar day, midnight to midnight, on which their shift starts for the regular working hours of the shift.

4. Time and One-half

- (a) Overtime worked at the request of the immediate supervisor in excess of forty (40) hours in any one week shall be paid at the rate of time and one-half (1½) of the regular rate. The hourly rate of any employee shall be as set forth in Schedule A. At the employee's request compensatory time may be taken in lieu of overtime. The supervisor and the employee shall jointly schedule when the compensatory time will be used. Compensatory time shall accrue at time and one-half (1½). Compensatory time may accumulate to twenty-four (24) hours and must be used in the school year earned. The accumulation of more than twenty-four (24) hours of compensatory time requires the approval of the supervisor and the Office of Human Resources. The supervisor will notify the Office of Human Resources when compensatory time is accrued and taken.
- (b) Employees shall be paid time and one-half (1½) for hours worked on the employee's sixth (6th) consecutive workday.
- (c) Employees who work less than forty (40) hours are paid straight time up to forty (40) hours and are not eligible for compensatory time.
- (d) Employees who work less than forty (40) hours may request hour for hour non-work time instead of straight time pay for up to forty (40) hours. Upon reaching forty (40) hours such employee becomes eligible for compensatory time or overtime pursuant to this agreement.

5. Equalization of Overtime

- (a) Overtime will be offered to regular employees before probationary or substitute employees.
- (b) Overtime shall be offered on a rotating basis within each building. Overtime offered and refused shall be treated as overtime worked. If no one in the building can work, overtime may be offered to those in other buildings. See Appendix C.

6. Double Time

In addition to regular Holiday pay, employees will be paid two (2) times their hourly rate for time worked on actual or observed Holidays.

7. Call To Work

Any employee called to work, outside his/her regular scheduled working hours, shall receive a minimum of two (2) hours work. Such time shall commence at the time of call and the employee shall report within a reasonable time after receiving such call.

8. Reporting Time

Any employee reporting for work, who is sent home through no fault of his/her own, shall be paid for four (4) hours work, provided it is scheduled work.

9. Emergency Closings

- (a) Members will not be compensated for the first two emergency closings each year, unless they occur within the same pay period, or a pay period with a furlough day. If so the next emergency closing day will be unpaid. The intent is employees will not be paid for two (2) emergency days each year.
 - (b) Each year the Employer, in consultation with the Association, shall develop a list of employees who may be required to work in instances of District closings, and a list of employees who are required to work. These reporting lists will apply to situations when the District is closed and the students are not required to report. Employees who are required to work shall be paid time and one-half (1½) their regular rate. Employees not required to report shall be paid their regular rate.
 - (c) If the District or a building is closed after the students have reported, employees shall be paid their regular rate for the remainder of their shift. Second and third shift employees will report unless notified by their supervisor.
 - (d) Employees shall not be required, in cases of potential danger, to escort police or other personnel through the buildings, or to conduct or assist in searches of the building.
 - (e) It shall be the employee's responsibility to listen to the designated radio/TV stations for cancellation of his/her shift.
 - (f) When an emergency closing occurs and an employee has requested that time for personal/sick/vacation leave prior to the emergency closing, that time will be credited back to the employee with the exception of those on extended sick leave.
10. First shift employees shall be entitled to a thirty (30) minute duty free lunch period to be determined with the administrator at the beginning of each school year. If the lunch period cannot be duty free due to an emergency or due to a specific request by an administrator, the employee shall receive equivalent compensatory time to be taken no later than the next pay period. All full-time bargaining unit members will be entitled to two (2) fifteen (15) minute breaks each day whenever possible. Second and third shift employees shall have a twenty (20) minute paid lunch break.
11. A break area will be provided in each building whenever possible.

B. Care for Medically Fragile Students

1. Copies of all policies and expected procedures regarding the dispensing of medication and/or procedures to be performed on medically fragile students shall be provided to all bargaining unit members who may be expected to perform such tasks.
2. Appropriate training as required by law shall be provided.
3. At such time that working conditions change due to inclusion, the Board and the Association agree to bargain the effects of these changes.

C. Job Description

1. A job description will be furnished to each employee at the time of his/her initial employment.
2. When any bargaining unit job description is changed the Association president will be furnished a copy of the altered job description at least five (5) working days prior to the effective date.
3. Five (5) working days notice will be given before any bargaining unit member is moved from one building to another. The employee involved and the president of the Association shall be notified in writing.

ARTICLE V SENIORITY

A. Probationary Employees

1. Employees shall be regarded as probationary employees until they have completed the time period as set forth below:
 - a. Secretaries/Paraprofessionals
 - Level A - sixty (60) working days
 - Level B - ninety (90) working days
 - Level C - ninety (90) working days
 - Level D - one hundred twenty (120) working days
 - Level E - one hundred twenty (120) working days
 - b. Custodians/Maintenance - Ninety (90) working days
 - c. The employee may be given an additional probationary period of up to one half of the allotted days for the normal probationary period with the approval of the Association.

There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged during the probationary period.

2. Employees are eligible for seniority after successfully completing the probationary period in which event the employee's seniority will date back to his/her date of hire as a probationary employee.

B. Regular Employees

1. Seniority is defined as length of active service in the respective subunit since the date of last hire. Subunits shall be defined as secretaries, paraprofessionals, and custodial/maintenance. Seniority ties shall be broken by a drawing conducted in the presence of the Association president. Such drawings shall take place within thirty (30) days of hire and shall establish the employee's seniority for the duration of employment.

All calculations for seniority purposes shall be as of July 1st. By October 15th of each year the Board shall publish and distribute to each member a copy of the complete seniority list for the members of the bargaining unit. Such lists shall include the date of last hire, seniority, years of service for vacation, longevity and salary schedule placement, as well as seniority in the subunit.

Any employee who accepts a non-bargaining unit position shall have his/her accumulated bargaining unit seniority frozen and shall receive credit for this frozen seniority upon return to a bargaining unit position. A member of one subunit who has accrued seniority in the other subunit shall maintain the seniority. The employer shall establish and maintain separate seniority lists, one for the secretarial/clerical subunit, one for the paraprofessional subunit, and one for the custodial/maintenance subunit.

2. Seniority in the bargaining unit shall be maintained but will not continue to accrue while an employee is on an approved leave of absence, except as follows:
 - a. For a military leave as provided by law.
 - b. For the first twelve (12) months of an unpaid sick leave.
 - c. For a maximum of two (2) years leave for Association business.
 - d. For a maximum of thirty (30) calendar days while on layoff.
 - e. For a maximum of two (2) years for absence compensable under Workers' Compensation.
 - f. Leave under the Family Medical Leave Act (FMLA).
 - g. Thirty (30) days for Public Office, including campaign time.
 - h. Thirty (30) days for Educational Leave.
3. An employee shall lose his/her seniority rights if she/he retires, resigns, or is discharged for just cause.

ARTICLE VI VACANCIES AND PROMOTIONS

- A. The transfer, assignment and/or promotion of employees shall be the sole responsibility of the administration subject to the following:
1. Whenever any vacancy in any bargaining unit position occurs, the Office of Human Resources shall post the vacancy within twenty (20) working days of the vacancy, for five (5) working days during the school year and for ten (10) working days during the summer recess. Timelines shall not be extended except by written mutual agreement. Any bargaining unit member may apply for the position in writing and have a personal interview by request. The employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, and August) by mailing notice to each employee.
 - (a) When a vacancy occurs, seniority will be one of the criteria for selecting between applicants. If the vacancy is for a custodial position, the posting shall indicate a time and place for a bid meeting for all current members of the custodial subunit interested in changing their work assignments. At that time, bids will be accepted from those present and awarded to the most senior person bidding. The custodial opening created by the successful bidder shall immediately be open for bids by those present. This process will continue until no one wants the available vacancy. This vacancy will then become available outside the custodial subunit. The employer reserves the right to reject bids from any employee who is currently under a plan of assistance or other such agreement and from probationary employees.
 - (b) For other vacancies occurring within the unit, bargaining unit members who meet the minimal qualifications shall be given an interview. Unit members will be notified of the outcome of their interview before outside candidates are interviewed. The final decision will be made by the Office of Human Resources. Employees may request a meeting to discuss why they were not selected.
 2. A vacancy shall be defined as a newly created position or a present position that is not filled. A position shall not be considered vacant:
 - a. For an approved leave of absence of less than fifty (50) workdays.
 - b. For the trial period due to the promotion of another bargaining unit employee. A change in position description does not constitute a vacancy unless it includes a change in level.
 3. Within twenty (20) workdays after the expiration of the posting period, the employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

4. In the event of promotion in, or transfer from, one position to another, the bargaining unit member shall be given a forty (40) workday trial in which to show his/her ability to perform. The employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the request of the affected bargaining unit member, the bargaining unit member shall be returned to previous assignment prior to the completion of the trial period.

5. Transfers

- (a) When an involuntary transfer is necessary, the affected employee and the Association will be notified of the reasons for such a transfer. Involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause. Any employee, who is involuntarily transferred to a job carrying a lower starting rate than the rate received at the time of assignment, shall continue to receive not less than the rate received at the time of reassignment. Pay increases shall be in accordance with the new classification.
- (b) When a job title is eliminated for other than financial reasons, affected employees will move to positions consistent with Article VI B 1.
- (c) When a job title is eliminated pursuant to VI A 6 (a) and later reinstated, the employee transferred out of that position shall be offered the job before it is posted. If the position has been vacant for a period of two (2) years, it shall be filled in accordance with VI A above.
- (d) Any bargaining unit member who temporarily assumes the position of another bargaining unit member for more than five (5) consecutive days will be paid the regular rate for that position starting on the sixth (6th) day. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties. Upon termination of the temporary assignment, the bargaining unit member will return to the previous rate of pay.
- (e) When it is known that a bargaining unit member will be absent for an extended period, the most senior member of the subunit in the building who desires to try that position will be allowed to substitute provided that he/she has the qualifications for the job and it is approved by his/her supervisor.
- (f) A voluntary transfer within classification may be affected upon mutual agreement of Administration and the Association.
- (g) The administration has the ability to transfer or not transfer based on two (2) unsatisfactory evaluations.

B. Layoff

1. In the event the Board finds it necessary to reduce hours or eliminate positions, the employee(s) affected shall move to an available position in his/her level and subunit with the same number of hours/weeks. If no such position exists the affected employee shall have the opportunity to bump the lowest senior employee, in his/her classification with the same number of hours/weeks, if the employee's seniority allows and the employee meets the qualifications as set forth in the classification description. If he/she is the least senior employee with those hours/weeks, he/she may bump the least senior employee with the next lowest hours/weeks if his/her seniority allows and said employee has the qualifications to do so. At any level the displaced employee may choose to be placed on layoff.

The above process will be repeated until such time as the employee affected would not have the seniority to displace the least senior employee in any level below that from which the position was eliminated.

2. Seniority shall not accrue after thirty (30) calendar days for a laid-off employee.
3. Whenever a vacancy exists application for positions will not be considered if it would force the layoff of another employee or prevent an employee on layoff from returning.
4. Positions which would result in promotions for an employee affected by layoff will be treated as vacancies, and employees affected by layoff will be considered for placement in these positions on the same basis as other members of the bargaining unit.
5. The association will be given preliminary budget reduction recommendations for the next school year by June 1. The Association and any affected employee(s) will be notified of the final budget reductions adopted by July 1. Mid year budget reduction recommendations will be communicated to the association prior to being taken to the Board of Education.
6. Notice of intent to layoff will be issued no less than thirty (30) calendar days before layoff takes effect.
7. An employee on layoff may elect to continue insurance benefits by paying the premiums at the Board offices for the period of time required by law.

C. Recall

1. When a vacancy is to be filled, the laid-off employee holding the highest seniority in that sub-unit will be recalled to that position, provided the employee meets the qualifications as set forth in the job description.
2. The Board shall give notice of recall from layoff by sending a certified letter to said employee at the last known address. An employee receiving recall notice will have five (5)

working days of receipt in which to notify the Board of his/her intention to return. If recall results in a promotion, see VI B 4.

ARTICLE VII PAID LEAVES

- A. Sick and emergency leave shall be credited annually to each employee on the first day of his/her employment year as follows:
1. Ten (10) days for employees working less than 42 weeks. Sick days will be paid at 100% of wage rate for the first seven (7) days and at 50% of wage rate for remaining three (3) days. Starting with the 2012-2013 school year, sick days will be paid at 100% of wage rate for first five (5) days and at 50% of wage rate for remaining five (5) days.
 2. Eleven (11) days for employees working 42-47 weeks. Sick days will be paid at 100% of wage rate for first eight (8) days and at 50% of wage rate for remaining three (3) days. Starting with the 2012-2013 school year, sick days will be paid at 100% of wage rate for first six (6) days and at 50% of wage rate for remaining five (5) days.
 3. Twelve (12) days for employees working 48 or more weeks. Sick days will be paid at 100% of wage rate for first eight (8) days and at 50% of wage rate for remaining four (4) days. Starting with the 2012-2013 school year, sick days will be paid at 100% of wage rate for first six (6) days and at 50% of wage rate for remaining six (6) days.
 4. If the District approves a doctor's slip for a member who qualifies for a leave under Article VII, Paid Leaves, B. 1 or 2, of more than 50% of annual sick time, the member will be paid at 100% of accrued sick time.
- B. Sick leave chargeable against accrued time may be taken for the following reasons:
1. Personal Illness or Disability

The employee may use all or any portion of leave days accumulated to recover from illness or disability, which shall include childbirth and the complications of pregnancy.
 2. Illness of an Immediate Family Member

Serious illness or medical care of the spouse, son, daughter, or other dependent which requires the presence of the employee in order to provide the necessary care, or critical illness of the spouse, child, parents, or parents-in-law.

3. Bereavement

- (a) A maximum of three (3) days not chargeable against accrued sick time may be taken for a death in the immediate family to include a legal dependent of the employee and/or a spouse, child, parent, parent-in-law, sibling, grandparent, or grandchild.
- (b) One (1) day chargeable against accrued sick time may be taken to attend the funeral of a close friend or relative.
- (c) Up to two (2) additional workdays, charged against accrued sick leave may be granted upon approval by the Office of Human Resources for travel time.

C. Personal

- 1. A maximum of one (1) day per year may be taken as a personal day. Personal days cannot be used during the first or last week of an employee's work year, during the first or last week of the student calendar, or immediately preceding or following holidays or vacation without the approval of the Office of Human Resources. At least twenty-four (24) hours notice must be given to the immediate supervisor prior to the scheduling of a personal day, except in emergencies.
- 2. An additional personal day shall be granted to any employee who uses four (4) or less sick days during his/her work year. Employees who have used two (2) or fewer sick days shall be granted use of that earned personal day attached to a holiday or vacation.
- 3. At the end of each school year, unused personal days shall accrue as sick days.

D. Beginning in the 2008-2009 school year, employees will pay for their benefits when in a deduct situation. Payment will be 50% of benefit cost to the district on the first day, and 100% after the 1st day. If the district approves a doctor slip which is for three (3) or more consecutive days, the employee will not be charged the cost of benefits. Example: A building secretary who works 193 with full benefits - the districts cost for benefits for a year is \$18,026 divided by 193 work days equals \$93.40 a day.

E. Each employee shall be entitled to an accumulation for the unused portion of each year's leave up to one hundred eighty (180) days.

F. If the Board has reason to suspect abuse of leave days, the employee may be asked to provide verification of the reason for absence. For a continuing illness or disability the employee will provide verification upon request.

G. Sick Bank – Secretaries/Paraprofessionals

- 1. The Association will operate a mandatory sick bank for the Secretarial/Paraprofessional sub-unit. The Association will establish a committee to administer the sick bank and to

- provide the information whereby the Business Office will keep the records. The Office of Human Resources, or designee, will serve in an advisory capacity to the committee. Members are eligible to use days from the Sick Bank after completion of their third (3rd) year of employment in that sub-unit.
2. Employees with less than three (3) years seniority in the sub-unit will donate one day at the beginning of each of their first three years in the sub-unit. In addition, each employee will donate day(s) of his/her sick leave to the bank as needed whenever the bank is depleted to 200 days. Employees with an accumulation of more than 120 days will not have to contribute. If an employee has no days to donate, then days will be taken when credited at the start of his/her next year. A “day” which is donated or used shall mean the number of hours that each employee normally works.
 3. An employee will not be able to withdraw the contributed days. An employee using days from the sick bank will not have to replace those days, except as regular contributing member of the bank (#2 above).
 4. The first twenty (20) consecutive workdays of illness or disability will not be covered by the bank, but must be covered by the person’s own accumulated sick leave or by absence without pay. Application for use of sick bank days will be made to the Sick Bank Committee and shall follow the established guidelines. The employee is responsible for making application to the sick bank when an illness or disability will use all of their eligible accumulated sick days.
 5. An employee will not be able to use days from the bank until his/her own accumulated sick leave is depleted. An employee who has a minimum of twenty-five (25) sick days at the beginning of the illness may retain three (3) sick days before using sick bank days.
 6. An employee may use the number of days from the bank necessary to cover the illness or disability or to become eligible for Long Term Disability (Article XI F). In no case shall that time exceed one year from the initial date of the illness or disability. Sick bank days will be paid at 75% of the employee’s regular wage. Any amount that the employee receives from another source for that disability (e.g., Social Security) shall be deducted (offset) from the sick bank payment.
 7. Any employee, who leaves the employ of the Carman-Ainsworth Community Schools for reasons other than retirement, shall donate his/her unused sick leave and personal days to the sick bank.
- G. Any employee who is absent because of an injury or illness which is compensated under Workers’ Compensation Law may choose to receive the difference between the allowance under Workers’ Compensation and his/her regular salary. Such differences shall be prorated against his/her available leave time. The total amount received from sick days and Workers’ Compensation shall not exceed the employee’s regular pay.

- H. Leaves of absence with pay, not chargeable against the employee's sick leave allowance, shall be granted for the following reasons:
1. Absence when the employee is involuntarily called for jury service. If an employee serves on a jury, any remuneration paid for jury duty shall be returned to the school district upon receipt.
 2. Court appearances as a witness in any case connected with the employee's employment or the school. This paragraph shall not apply in cases where the employee and/or Association is the plaintiff, or where the interests of either the employee or the Association are not the same as the employer. At the sole discretion of the Employer, exceptions to this language (VII H 2) can be made.
 3. An employee who is absent for military leave(s) may use their personal/vacation time. Does not pertain to active duty.

ARTICLE VIII UNPAID LEAVES OF ABSENCE

- A. Requests for any leave of absence or extensions shall be made on the appropriate form and sent to the Office of Human Resources.
- B. Disposition of all requests for leaves of absence and extensions shall be in writing.
- C. Leaves granted under this article shall run concurrently with leaves granted under the FMLA where appropriate.
- D. Any employee whose personal illness extends beyond the period compensated for under Article VIII Paid Leaves shall be granted a leave of absence without pay for a maximum of one (1) year.
- E. The Board shall grant a leave of absence without pay of up to one (1) year for the purpose of childcare. A childcare leave must begin in the first year following the child's birth. "Child" shall mean natural, step, foster, or adopted child.
- F. Unpaid leave shall also be granted for the care of seriously ill immediate family members including spouse, parents or child.
- G. The Board shall grant a leave of absence of up to three (3) years without pay to any employee to campaign for, or serve in, a public office.
- H. A leave of absence without pay may be granted for reasons acceptable to the Board. Such leaves shall have a maximum of one (1) year.

I. Return from Leaves

1. Any employee is expected to report for work on the first workday following the expiration date of his/her leave.
2. An employee intending to return from any leave of more than thirty (30) working days must notify the Office of Human Resources in writing ten (10) working days prior to the expiration date of the leave, which will include the new effective date of return.
3. An employee on unpaid leave of absence of more than thirty (30) working days for reasons other than illness or disability may return to the first vacant position within the subunit for which he/she qualifies.
4. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or does not receive an approved extension, or does not accept an available position for which he/she is qualified, or who accepts other employment while on leave from the Board, except as herein provided (e.g. paragraph VIII g and h), will be considered to have terminated his/her employment.

**ARTICLE IX
DISCIPLINE AND DISCHARGE**

- A. No employee shall be disciplined, demoted, or discharged without just cause and due process.
- B. Any discipline above the level of written warning may be processed through the grievance procedure.
- C. An employee has the right, upon request, to have an Association representative at any discussion with the Board or its representatives involving discipline or any investigatory meeting where discipline is likely to result.
- D. The discharge, dismissal, or discipline of a probationary employee shall not be subject to the grievance procedure beyond Level III. The discharge of a probationary employee that is neither arbitrary nor capricious meets the just cause standard for probationary employees. The discharge of a probationary employee shall not be based on erroneous information.

**ARTICLE X
EVALUATION**

- A. The work performance of all employees shall be evaluated in writing at least once every two years on the appropriate forms.

- B. Evaluation shall be conducted by a person supervising the employee or a person designated by the administrator or the Office of Human Resources as knowledgeable about the position and the employee's performance in it. The person conducting the evaluation shall not be a member of the bargaining unit.
- C. A copy of the written evaluation shall be submitted to the employee and discussed with him/her within ten (10) days of its completion.
- D. Employees shall be advised of those items on which they will be evaluated prior to the formal evaluation being done. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices for the purpose of evaluations shall be strictly prohibited. However, the employees shall have no expectation of privacy in the performance of their jobs.
- E. Each employee shall have the right upon request to review the contents of his/her own personnel file.
- F. Probationary employees shall be evaluated up to three (3) times during the probationary period. All evaluations shall be in writing and shall be discussed with the employee within ten (10) days of completion.
- G. Promoted or voluntarily transferred employees shall be evaluated at least once during their trial period.

ARTICLE XI INSURANCE

A. General

1. The employer shall provide, without cost to the eligible employee, insurance as set forth in this article.
2. The coverage will be subject to restrictions of the respective carriers and will be in effect for the full twelve-month period providing the employee completes his/her contracted work year.

B. Health Insurance (See Appendix E)

Pak A & C – ABC Plan 1 or Choices II (Equivalent) (Single Person, 2 Persons, Full Family) (includes coverage of Pak B).

Pak B – Dental/Vision/Life AD&D/Long-Term Disability

Pak D – ABC Plan 1 or Choices II (Equivalent) Single Subscriber (includes coverage of Pak B).

1. Full-time Employees hired on or after July 1, 1994, who work less than forty-four (44) weeks per year and need health care coverage shall be provided up to \$200.00 per month toward the purchase of either ABC Plan 1 or Choices II (Equivalent).
2. All other full-time employees shall be provided ABC Plan 1 or Choices II (Equivalent). Health Insurance for the employee and his/her eligible dependents. Full-time employees hired after 1/1/08 will only be eligible for Pak B.
3. Beginning with the 2013-2014 school year all employees receiving benefits Pak A-D will contribute twenty percent (20%) of the cost of insurance.
4. Current part-time custodial and maintenance employees, hired prior to March 13, 2008, who subsequently become health insurance eligible, shall be entitled to Pak A or Pak C.
5. Early Head Start employees who become eligible for health insurance after ratification shall be eligible for Pak D only.
6. Clerical employees at level D or above who are currently ineligible for health insurance will be Pak D eligible. For an additional cost family member coverage can be purchased.
7. Double coverage shall not be permitted. Medicare premiums will be paid on behalf of the employee, spouse, and/or eligible dependent.
8. Cash in Lieu
 - (a) For the 2013-2016 contract years eligible employees who elect Pak B only will receive a cash in lieu payment, as follows:
 - Employees eligible for Pak A or Pak C and electing Pak B shall receive a monthly payment of \$250.00 (the break-even point will be 4 employees).
 - Employees eligible for Pak D and electing Pak B shall receive a monthly payment of \$175.00.In the event a break-even point is not reached, then paragraph XI 4 b will apply.
 - (b) An employee who is eligible for health care insurance (XI B 2) and chooses to take insurance from another source shall be reimbursed for any premium and/or medical cost incurred up to a maximum of \$3,000 per year with appropriate documentation. Request for reimbursement may be done monthly. This shall be prorated to \$250 per month when the employee does not work the full contract year.
9. Health insurance will be continued if an employee is disabled and unable to work, until the employee becomes eligible for long term disability (LTD) insurance benefits (excluding Workers' Compensation cases).

C. Dental Insurance

Full-time employees will receive dental coverage which will include internal and external coordination of benefits. The coverage shall be equivalent to Delta Dental Plans:

1. Non-coordinating benefits, 80%, 80%, 80%, 80%, \$1,000 cap.
2. Coordinating benefits, 50%, 50%, 50%, 50%, \$500 cap.

These percentages refer to the percentage paid for covered benefits and the cap refers to the yearly maximum, except for orthodontic services where the cap is the lifetime maximum.

D. Vision Insurance

Full-time employees will receive vision insurance equivalent to VSP II with both internal and external coordination of benefits.

E. Life Insurance

Full-time employees will be provided, a \$20,000 group term individual life insurance policy with the accidental death and dismemberment rider. Part time employees shall be provided \$10,000 group term individual life insurance policy.

F. Long Term Disability

Employees who have at least twenty-five (25) days of accumulated sick leave may retain three (3) of those accumulated days before receiving either short or long term disability. Those employees retaining days before using sick bank cannot retain a second three days before using STD or LTD. The twenty-five (25) days must be in the employee's individual accumulated sick leave at the time the disability or illness begins.

Full-time employees will be provided, LTD insurance that will include benefits to begin one (1) year after sickness or accident payable to age 65, or until termination of disability, whichever occurs first. The LTD policy shall pay sixty-six and two thirds percent (66 2/3%) of annual contractual salary, Secretaries/Assistants modified 365 calendar day fill, Custodial/Maintenance modified 180 calendar day fill, \$4,000 maximum per month, two year alcohol/drug, two year mental/nervous, and offset freeze (E.G. social security).

Employees, during open enrollment, may purchase any of the following:

1. Additional life insurance
2. Short term disability insurance
3. Supplemental hospital insurance
4. Other offered insurances

ARTICLE XII HOLIDAYS AND VACATIONS

A. Holidays

1. The following days shall be considered holidays when they fall within an employee's work year: Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas, New Year's Eve and New Year's Day, Martin Luther King, Jr. Day.
2. The Friday before Labor Day shall be considered a special holiday as long as the state requires that it not be an attendance day for students. Any employee required to work on that day will be paid time and one half (1½) his/her regular rate, with no additional "Holiday Pay." This may be taken as pay or compensatory time at the employee's discretion, with supervisor approval. If time cannot be scheduled to meet the supervisor's approval, then the employee shall be paid.
3. To be eligible for a paid holiday the employee must be present the last preceding workday before the holiday and the first succeeding workday after the holiday, or be on an approved paid leave of absence if absent on either of said days.
4. When the holiday falls on Saturday, it shall be celebrated on the preceding Friday. When the holiday falls on Sunday, it shall be celebrated on Monday.
5. When school is in session on any of the above holidays, or the days on which they are celebrated, employees shall be provided with an alternate day off, at a time when school is not in session.
6. When a holiday schedule is in conflict with the Board's work requirements, an alternate schedule may be implemented by mutual agreement of the parties.

B. Vacations

1. Vacation eligibility time will be computed from the employee's hiring date.
2. Vacation leave with pay will not be granted to any employee who has not completed at least one (1) year of continuous employment. Years of service for vacation purposes will be computed and credited as of midnight, June 30. Vacation may not be taken until it is earned. The prorated vacation days shall not be used until the employee has completed one year of employment. A minimum of five (5) vacation days must be used during the spring, summer and/or winter breaks for positions that require a substitute.
3. A maximum of one year's vacation allotment maybe carried forward to the next school year. At that time any additional unused vacation days over the allotment will be forfeited.

Example: Employee X earns 10 vacation days a year. In June Employee X has 8 vacation days remaining which will be carried forward which gives Employee X 18 days for the school year. Employee X uses none of the 18 days, the next June they forfeit 8 days. The maximum number of days that employee X can ever have is 20 vacation days.

4. Employees whose regular work year is at least 47 weeks will be credited with vacation as follows:

47 to 52 workweeks/year	
1 – 7 Years	10 Days
8 – 14 Years	15 Days
15 – 21 Years	20 Days
22 + Years	22 Days

Employees whose regular work year is from 44 to 46 weeks will be credited vacation as follows:

44 to 46 workweeks/year	
1 – 7 Years	10 Days
8 + Years	15 Days

5. Employees hired before July 1, 1994 who qualified for vacation days under the 1991-94 contract and no longer qualify shall receive full pay for the non-workdays during both the winter and spring break periods. Any employee who under the 1991-94 contract would have received more days than herein provided shall be credited with that difference as vacation days. Any employee hired on or after July 1, 1994 shall have vacation entitlement as outlined above.
6. Overtime or extra work shall not be counted toward vacation computation. An employee may carry one-year credit of vacation time from one year to the next year. An employee may not accumulate more than two (2) years of vacation time. Vacation time shall be taken in one-half (½) day or whole day units.
7. Paid holidays falling within a paid vacation will not be charged against the earned vacation time.
8. Employees working forty-four (44) weeks or more have the right to choose the time of their vacations with the approval of their supervisor with senior employees having first choice. Secretaries and paraprofessionals having student contact must work when school is in session. Any deviation from the above must have the written approval of the immediate supervisor. Application to have absence charged against vacation leave will be made in accordance with administrative directive.
9. Any employee who leaves the bargaining unit shall be entitled to take his/her prorated accumulated vacation pay at his/her regular rate of pay provided she/he has worked at least twelve (12) months.

10. In accumulating vacation leaves, paid sick leaves taken during the period in which vacation is earned shall be counted as time worked. Absence due to duty connected disability while receiving workers' compensation pay through Carman-Ainsworth shall also be counted as time worked but shall not exceed two (2) years in duration.

ARTICLE XIII SPECIAL CONFERENCES AND PROBLEM SOLVING

- A. Special conferences will be arranged upon request of either party. Such meetings shall be between not more than three (3) representatives for each party. Arrangements for such conferences are to be made in advance.
- B. Employees shall lose neither leave time nor pay for time spent in such special conferences.
- C. "Problem Solving Meetings" will be held periodically to discuss contractual problems and other issues that may arise. Agendas for these meetings will be set by the Association President and the Administrator responsible for Labor Relations.

ARTICLE XIV ASSOCIATION DAYS

A maximum of thirty-six (36) days over the three-year term of this contract shall be granted without cost to the Association for use at the discretion of the officers of the Association. Requests for use of such days must be made in writing to the Office of Human Resources at least twenty-four (24) hours in advance of the date requested.

ARTICLE XV NEGOTIATION PROCEDURE

- A. Negotiations for a successor agreement shall begin not less than sixty (60) days prior to the expiration of this contract. No final collective bargaining agreement between the parties may be executed without ratification by the Association and the Carman-Ainsworth Board of Education.
- B. Any agreements that are made concerning contract interpretation between the administration and the Association shall be put in writing. The agreement shall have a beginning and expiration date and be signed by both parties.

ARTICLE XVI GRIEVANCE PROCEDURE

- A. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.
- B. A grievance is a claim by one or more members of the unit of improper application or interpretation of this Agreement specifying the part of the Agreement, which is claimed to be violated.
- C. Grievance Progression

Level I:

An employee having a specified grievance shall discuss the matter with his or her immediate supervisor within seven (7) working days of the incident. The supervisor shall attempt to resolve the matter consistent with the terms of this agreement.

Level II:

Grievances which are not settled at Level I shall be reduced to writing on the appropriate forms, signed by the aggrieved and delivered to the immediate supervisor within five (5) working days of the Level I meeting. The written grievance must contain the claimed violation of the Agreement and all pertinent contract citations. The immediate supervisor shall write his or her disposition on the grievance form within five (5) working days.

Level III:

If the grievance is not resolved, the grievance committee may file an appeal with the superintendent of schools or his or her designated representative within five (5) working days of the receipt of the disposition or when the disposition should have been received. A hearing will be held within eight (8) working days. Both the Association and the employer shall have the right to request the presence of any necessary parties. The superintendent or his/her designated representative shall render a written disposition of the grievance within five (5) working days of the hearing.

Level IV:

1. If the disposition of the grievance from the superintendent or designee is not satisfactory, the Association may, within ten (10) working days, submit the grievance to arbitration. The arbitrator shall be selected according to the rules of the American Arbitration Association unless the parties mutually select an arbitrator.
2. Any arbitrator selected by either of the methods described above shall have power only to rule on matters clearly specified in this agreement. He/she shall have no power to add to, subtract from or to modify any language contained in this agreement.
3. This decision of the arbitrator shall be final and binding upon both parties, provided that said decision is made in accordance with the contract.

4. Should the arbitrator decide that he or she has no power to decide the dispute, he or she shall, as soon as practical, so notify the employer and the Association.
5. The fees and expenses of the arbitrator shall be shared equally by both parties. Additional expenses incurred by either party shall be paid by the party incurring the expense.

D. Miscellaneous:

1. The employee may request Association representation.
2. Nothing contained herein shall be construed to prevent any individual member from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment.
3. Time limits may be extended by mutual agreement.
4. A grievance may be withdrawn at any time.

ARTICLE XVII MISCELLANEOUS PROVISIONS

- A. The Association may request information which is generally distributed and will be duly advised by the Board of fiscal, budgetary and tax programs affecting the district.
- B. This Agreement shall supersede any rules, regulations or practices of the Board, which are inconsistent with its terms.
- C. Copies of the Agreement shall be prepared at the expense of the Board and provided to all current bargaining unit members. At the time of employment, all new employees will receive a copy of the Agreement, supplied by the administration.
- D. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.
- E. The Board of Education agrees to bear the cost of the State required TB test. The Board will reimburse the cost of the x-ray for those employees who are medically verified as positive reactors and present a bill for such services.
- F. The provisions of this Agreement shall be applied without regard to race, creed, religion, ethnic group, national origin, age, gender or marital status.

- G. Bargaining unit members will adhere to all policies, rules, and regulations of the Board, which are not in conflict with this Agreement.
- H. All employees will complete a summer address form prior to the ending day of school. A copy of the form will be provided to the Association, a copy filed at the building and a copy filed in the Office of Human Resources. It shall be the employee's responsibility to keep the Office of Human Resources informed of any changes in name, address, or telephone number.
- I. The Board will provide a set of hand tools for building leaders and the head custodian. These tools remain the property of the school district and are to be used only in conjunction with building and grounds maintenance at the assigned building. At the end of each school year, the building leader/head custodian will submit an inventory of these tools to the supervisor of building and grounds.
- J. In its commitment to full implementation of the Quality Model, the employer will provide training for its employees in order to develop a highly skilled work force that delivers high quality service. For required training, employees shall be paid their normal rate of pay. Training for which the employee has the choice of attending may be offered with or without compensation. Sufficient notice shall be given for all required training.
- K. Consideration for summer work will be given to bargaining unit members provided written notice of interest is provided to the Office of Human Resources prior to April 1 of each year. In all cases the decision of the Office of Human Resources shall be final.
- L. Seasonal employees working April 1 to November 1, as mutually agreed to by the employer and the Association, will not become members of the unit. Seasonal work shall not be extended beyond November 1 without the prior agreement of the Association.
- M. Issues regarding CMOPP employees may not be placed on the FAC agenda without a representative of the CMOPP Union present at the meeting.
- N. For the purpose of official notices required by this contract the address of the Carman-Ainsworth Community Schools is G-3475 W. Court Street, Flint, MI 48532 and the official address of CMOPP, MEA/NEA is 5095 Exchange Drive, Flint, MI 48507.
- O. The parties agree to abide by all Federal and State laws as they apply to matters covered by this agreement.

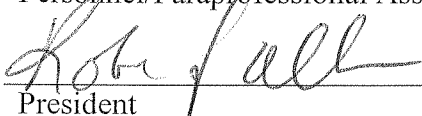
**ARTICLE XVIII
DURATION OF AGREEMENT**

This Agreement shall become effective upon ratification of both parties and shall remain in full force and effect, without change, addition, or amendment, from July 1, 2013, until June 30, 2016, except as herein provided.

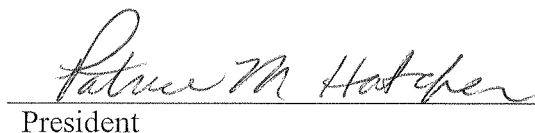
This contract may be reopened by mutual agreement for negotiations ninety (90) days prior to the expiration date of the existing contract.

Carman-Ainsworth
Custodial/Maintenance/Office
Personnel/Paraprofessional Association

Carman-Ainsworth Board of Education



President



President



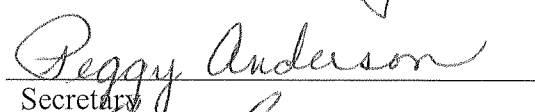
Negotiations Team



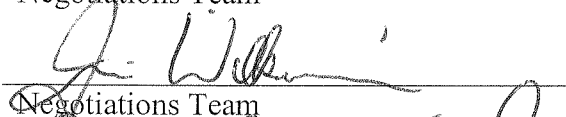
Vice President



Negotiations Team



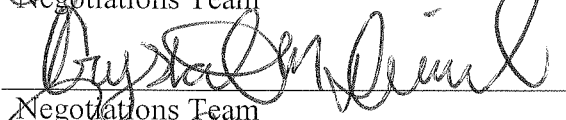
Secretary



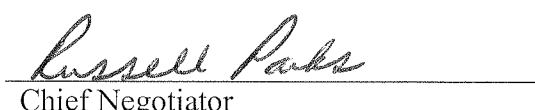
Negotiations Team



Treasurer



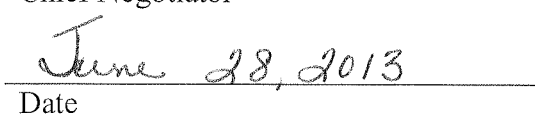
Negotiations Team



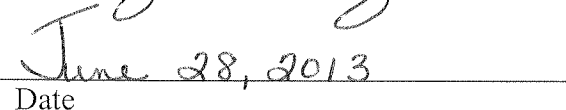
Chief Negotiator



MEA Uniserv Director



Date



Date

SCHEDULE A SECRETARY/PARAPROFESSIONAL

2013-2016 TIER I

LEVEL	STEPS								
	I	I.5	II	II.5	III	III.5	IV	IV.5	V
A	8.97	9.42	9.85	10.33	10.81	11.32	11.80	12.27	12.74
B	10.51	10.96	11.42	11.88	12.37	12.89	13.39	13.90	14.42
C	11.04	11.49	11.95	12.41	12.89	13.43	13.98	14.47	14.97
C+	11.44	11.87	12.33	12.79	13.26	13.81	14.36	14.86	15.36
D	11.81	12.26	12.72	13.22	13.71	14.26	14.80	15.29	15.79
E	13.07	13.53	13.98	14.47	14.97	15.59	16.23	16.69	17.14

2013-2016 TIER II

LEVEL	STEPS								
	I	I.5	II	II.5	III	III.5	IV	IV.5	V
A	7.40	7.40	7.40	7.40	7.57	7.92	8.26	8.59	8.91
B	7.40	7.67	7.99	8.32	8.66	9.01	9.37	9.73	10.10
C	7.72	8.04	8.36	8.69	9.01	9.41	9.78	10.13	10.48
C+	8.00	8.32	8.63	8.96	9.29	9.67	10.05	10.41	10.75
D	8.27	8.59	8.90	9.26	9.60	9.97	10.36	10.71	11.06
E	9.16	9.47	9.78	10.13	10.48	10.91	11.36	11.68	11.99

SCHEDULE A CUSTODAIL/MAINTENANCE

2013-2016 TIER I

LEVEL	STEPS								
	I	I.5	II	II.5	III	III.5	IV	IV.5	V
A	11.00	11.45	11.87	12.34	12.78	13.24	13.71	14.38	15.05
B	11.50	11.96	12.40	12.84	13.31	13.75	14.22	14.90	15.56
C	12.17	12.62	13.08	13.54	13.99	14.43	14.89	15.57	16.28
D	13.19	13.64	14.10	14.55	15.00	15.45	15.92	16.62	17.32
E	13.85	14.31	14.75	15.20	15.66	16.15	16.58	17.30	18.00
F	14.57	15.02	15.47	15.94	16.40	16.87	17.31	18.04	18.76
G	15.28	15.73	16.20	16.65	17.10	17.55	18.00	18.75	19.48
H	16.07	16.52	16.97	17.42	17.87	18.32	18.78	19.52	20.28
I	18.91	19.35	19.81	20.26	20.71	21.16	21.63	22.41	23.19

2013-2016 TIER II

LEVEL	STEPS								
	I	I.5	II	II.5	III	III.5	IV	IV.5	V
A	7.69	8.01	8.32	8.64	8.95	9.28	9.60	10.07	10.54
B	8.05	8.37	8.68	8.99	9.32	9.63	9.95	10.42	10.89
C	8.53	8.84	9.16	9.48	9.79	10.11	10.42	10.89	11.39
D	9.23	9.55	9.86	10.18	10.51	10.82	11.15	11.64	12.13
E	9.69	10.00	10.32	10.64	10.96	11.30	11.61	12.11	12.60
F	10.20	10.52	10.83	11.17	11.48	11.80	12.12	12.62	13.13
G	10.69	11.02	11.34	11.65	11.97	12.30	12.60	13.13	13.63
H	11.24	11.56	11.87	12.20	12.51	12.82	13.15	13.67	14.19
I	13.23	13.55	13.87	14.18	14.49	14.82	15.14	15.68	16.24

The Tier I wage scale will be used for employees hired before March 13, 2008. The Tier II wage scale will be used for employees hired March 13, 2008 or after. If the district determines a position is hard to fill the Tier I wage scale maybe used. The Tier II wage scale is reduced 30% of the Tier I wage scale.

SUPPLEMENT TO 2013-2016 SALARY SCHEDULE

A. Longevity Pay

For the purpose determining eligibility, years of service shall be calculated by rounding to the nearest whole year.

Years of Service	December 2013	December 2014 2015 & 2016
10 to 15 years	\$815.00	\$407.50
15 + years	\$950.00	\$475.00

Years of service for longevity shall be computed as of June 30th of each year. Payment shall be in one lump sum to be paid in the first check the following December. Employees who retire after earning longevity (end of June or later), but before the payment is made in December, shall receive longevity in their last paycheck.

B. Payment for Unused Sick Days

An annual payment of fifty dollars (\$50) times the number of unused sick days in excess of one hundred eighty (180) will be paid to each employee at the end of each school year.

At the time of retirement a payment of thirty-five dollars (\$35) times the number of accumulated sick days to a maximum of seventy-five days will be paid to the employee. Employees who have more than 75 days at the time of retirement will be paid fifty dollars (\$50) times the number of accumulated sick days.

C. Employees required by an administrator to travel during their scheduled workday will be reimbursed at the rate established by the IRS annually.

D. For placement on the salary schedule, an employee who works at least one fourth ($\frac{1}{4}$) but less than three fourths ($\frac{3}{4}$) of his/her contracted work year will receive one half ($\frac{1}{2}$) year credit for salary purposes on July 1. An employee who works three fourths ($\frac{3}{4}$) or more of his/her contracted work year will receive one (1) year credit on July 1.

E. For the 2013-2016 years employees will have five (5) furlough days each year. The Administration and the Association will determine the dates prior to July 1st of each year.

The following applies to each individual year of the Agreement:

The following applies for the 2013-2014 school year:

1. If the 2013-2014 audited assigned and unassigned fund balance is greater than 3%, the Association shall receive a one-time on-schedule stipend in the 2014-2015 school year.
2. The stipend described above shall be determined as follows:
 - a. The total cost of Schedule A will be determined;
 - b. The percentage of Schedule A of the entire district salary expenditures will be determined;
 - c. That percentage (from b. above) will be multiplied by the total dollar amount beyond 3%;
 - d. The total dollar amount to be redistributed to Schedule A (from c. above) will be distributed proportionally on scale.
 - e. The following example is based on fictional numbers used to demonstrate how this calculation will be performed:
 - i. If the audited fund balance exceeds 3% by \$100,000.00, and, if the percentage of Schedule A costs relative to entire district salary expenditures is 11.0%, then the total amount to be redistributed to Schedule A will be \$11,000.00. The \$11,000.00 will be equated to a “percentage increase” on Schedule A, proportionally, for all members. In this example, using \$11,000.00 as the estimated 2013-2014 Schedule A, this example would result in an increase of 0.3% on Schedule A.
3. If the 2013-2014 audited assigned and unassigned fund balance is greater than 0%, but equal to or less than 3%, the member shall receive no increase, and Schedule A will remain frozen.

The following applies for the 2014-2015 school year:

1. If the 2014-2015 audited assigned and unassigned fund balance is greater than 4%, the Association shall receive a one-time on-schedule stipend in the 2015-2016 school year.
2. The stipend described above shall be determined as follows:
 - a. The total cost of Schedule A will be determined;
 - b. The percentage of Schedule A of the entire district salary expenditures will be determined;
 - c. That percentage (from b. above) will be multiplied by the total dollar amount beyond 4%;
 - d. The total dollar amount to be redistributed to Schedule A (from c. above) will be distributed proportionally on scale.
 - e. The same process as described above will be followed to determine an associated increase on Schedule A.
3. If the 2014-2015 audited assigned and unassigned fund balance is greater than 0%, but equal to or less than 4%, the member shall receive no increase, and Schedule A will remain frozen.

The following applies for the 2015-2016 school year:

1. If the 2015-2016 audited assigned and unassigned fund balance is greater than 5%, the Association shall receive a one-time on-schedule stipend in the 2016-2017 school year.
2. The stipend described above shall be determined as follows:
 - a. The total cost of Schedule A will be determined;
 - b. The percentage of Schedule A of the entire district salary expenditures will be determined;
 - c. That percentage (from b. above) will be multiplied by the total dollar amount beyond 5%;
 - d. The total dollar amount to be redistributed to Schedule A (from c. above) will be distributed proportionally on scale.
 - e. The same process as described above will be followed to determine an associated increase on Schedule A.
3. If the 2015-2016 audited assigned and unassigned fund balance is greater than 0%, but equal to or less than 5%, the member shall receive no increase, and Schedule A will remain frozen.

Further, the following applies to any stipends which are given in a particular year:

1. The aforementioned “audited fund balance” shall be determined by the state-approved District Financial Audit and shall be final and conclusive.
2. If at any time during the term of this Agreement the District receives an audit, which indicates that the District has a deficit fund balance, this Agreement shall automatically be re-opened to negotiate any and all forms of compensation and insurance benefits.

Moreover, the following additional conditions apply:

1. Both parties agree to develop contract language ensuring that the District will be in compliance with the Patient Protection and Affordable Care Act, specifically, by offering a “bronze” plan that provides “minimum coverage” pursuant to 26 USC § 36(B)(c)(2)(C)(ii).
2. Upon expiration of the Agreement, the concessions described in the table above shall remain in effect. In addition, steps/lanes shall continue to be frozen upon the expiration of the Agreement until such time as a successor agreement is reached between the Parties. Finally, upon expiration of the Agreement, there shall be no additional stipends paid related to the District’s audited fund balance.

APPENDIX A

CARMAN-AINSWORTH CMOPP GRIEVANCE FORM

NAME _____ Date Filed _____

Building _____ Assignment _____

Individual Grievance _____ Association Grievance _____

Contract Citations:

Statement of Grievance:

Relief Sought:

Signature of Grievant

Signature indicating receipt of grievance form _____

Signature

Grievance Number _____ Date Signed _____

Distribution: Submit to Supervisor and his/her secretary in triplicate. The secretary or Supervisor will sign receipt, date, and number the grievance and give one copy to grievant, one copy to Association Office, and retain one copy.

APPENDIX B

CARMAN-AINSWORTH CMOPP GRIEVANCE DISPOSITION FORM

TO: _____

Your grievance, filed on _____ and assigned number _____, has been reviewed at Level _____, and a determination has been made as follows:

Date: _____ Signature: _____

Signature Indicating Receipt by Grievant: _____ Date: _____

Copies To: GRIEVANT
ASSOCIATION
ADMINISTRATOR
HUMAN RESOURCES OFFICE

Appendix C

Equalization of Overtime Guidelines

1. Annual overtime records will start on July 1 and end June 30 of each year.
2. For purpose of start: Based on the June 30 rotation, this rotation will start the new year.
3. For the purposes of record keeping, any overtime offered and refused will be recorded in red.
4. The employee with the least amount of recorded hours will have the opportunity to work first.
5. Weekend overtime will be posted on Thursday.
6. At no time will any employee work or charge in excess of 16 hours in one workday.
7. Employees deciding to work overtime may have their name placed on the overtime schedule at anytime. However, they will be placed at the highest recorded hours on the schedule.
8. Any employee who falls 20 or more hours below the highest recorded hours will automatically be placed at those hours.
9. In the event of a tie, the Building Leader/Head Custodian will determine which employee had been asked last, at which point the other employee will be offered the overtime first.
10. If an employee is covering an absent employee's work assignment, the employee will be offered in increments of 5 hours of overtime. The employee has the right to only work 2½ hours, however, the employee will be charged for the entire five hours.
11. When employees call their absence in for the day the Head Custodian/Building Leader will call and offer the overtime appropriately. If the employee does not call back or accept the overtime by 1:30 p.m. then the employee will be charged for that time.
12. Record keeping will be the sole responsibility of the Head Custodian/Building Leader with the approval of the Supervisor of Buildings and Grounds. No other employee will be allowed to write on the overtime schedule.
13. In the event of an emergency, overtime hours worked will not be identified on the overtime schedule. Likewise, if an employee is asked to work due to an emergency and cannot, those hours will not be charged.
14. It must be understood that the rules regarding overtime is to maintain a fair and equal playing field for all who work. These rules are not perfect and without future refinement.
15. The overall responsibility of enforcement and refinement will be the Supervisor of Buildings and Grounds.

Appendix D

Employees hired prior to July 1, 1994 that are no longer eligible for vacation but are paid for winter and spring break.

Hanson, Cindy
Jabs, Margaret
Miller, Ronda

Renwick, Seann
Scott, Jenney
Swenson, Janet

Employees hired prior to July 1, 1994 who are eligible for vacation.

Allen, Robert J.
Belz, Norman L.
Cavett, Marc W.
Gallagher, John W.

Kalush, Judith A.
Kauzlarich, David A.
Oldham, Michelle
Shangle, Kathleen M.

Appendix E

Pak A/C/D Eligible Positions (See Memorandum)

PAK A & PAK C – Full-time employees (30 plus hours) who work more than 44 weeks. ABC Plan 1 or Choices II (Equivalent) (Single Person, 2 Persons, Full Family) (includes coverage of Pak B) **Not eligible if hired after January 1, 2008.**

- Early Head Start with a CDA (hired prior to May 2005)
- Secretary/Paraprofessional level D & E positions
- Secretary/Paraprofessional employees who were hired prior to July 1, 1994
- Custodial/Maintenance (1st shift only after July 1, 2005)

PAK B - Full-time employees who work 30 hours or more Dental/Vision/Life AD&D/Long-Term Disability. **Eligible employees hired after January 1, 2008.**

- All 2nd/3rd Shift Custodial/Maintenance employees hired after July 1, 2005
- Secretary/Paraprofessional employees level A – E that meet the above qualifications.
- Custodial/Maintenance employee's level A – I that meet the above qualifications.

PAK D – Employees who work more than 30 hours per week. ABC Plan 1 or Choices II (Equivalent) Single Subscriber (includes coverage of Pak B) **Not eligible if hired after January 1, 2008.**

- Early Head Start with CDA (hired after May 2005)
- Secretary/Paraprofessional level D & E positions

Appendix F

ASSOCIATION SECURITY AND PAYROLL DEDUCTIONS

- A. All bargaining unit members shall, as a condition of employment, be required to pay either a service fee set by the Association or Association dues.
- B. All bargaining unit members shall either:
 - 1. Sign and deliver to the Association within thirty (30) days of the commencement of employment a membership form authorizing payroll deduction of the dues and assessment of the Association (including the MEA/NEA) and such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year, or
 - 2. Cause to be paid by payroll deduction to the Association a service fee set by the Association within thirty (30) days of the commencement of employment.
- C. If the payroll deduction of the service fee or membership dues is not authorized, the Board, upon receiving a signed statement from the Association indicating the employee has failed to comply with this condition, shall notify said employee that the service fee shall be deducted from the employee's wages.
- D. The Association assumes the obligation of transmitting either membership forms or service fee forms to the Board for purposes of payroll deduction.
- E. The Michigan Education Association (MEA) agrees to assume the legal defense of any suit or action brought against the Board as a result of the implementation of this Article. The MEA further agrees to indemnify the Board for any costs or damages which may be assessed against it as the result of said suit or action.
 - 1. The MEA, 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 this Section or the damages which may be assessed against the Board by any court or tribunal.
 - 2. The MEA has the right to choose the legal counsel to defend any said suit or action.
 - 3. The MEA shall have the right to compromise or settle any claim made against the Board under this section.
- F. Upon hire, the Board shall furnish the Association the names, current addresses, building assignments and number of work hours of all new bargaining unit members.
- G. The deduction of membership dues shall be made from each paycheck for twenty (20) pay periods beginning in September of each year and ending in June of each year. The Board will

remit to the Association all monies so deducted accompanied by a list of bargaining unit members from whom the deductions have been made.

- H. The Board shall also make payroll deductions upon written authorization from employees for annuities, credit union, savings bonds, or any other plans or programs currently offered by the Board.

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