

**MASTER AGREEMENT**  
**BETWEEN**  
**STANTON TOWNSHIP BOARD OF EDUCATION**  
**AND**  
**STANTON EDUCATIONAL SUPPORT PERSONNEL**  
**ASSOCIATION**  
**CCEA/MEA/NEA**

**2014-2016**

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## **ARTICLE I**

### **RECOGNITION**

A. The Employer hereby recognizes the Copper Country Education Association/MEA/NEA, hereinafter, the Union, as the sole and exclusive collective bargaining agent as defined in Section II of the Michigan Public Employment Relations Act for all employees who are within the appropriate bargaining unit described and defined as:

ALL FULL TIME AND PART-TIME PARAPROFESSIONALS, CUSTODIANS, MAINTENANCE PERSONNEL, BUS DRIVERS, FOOD SERVICE PERSONNEL, SECRETARIES AND BOOKEEPERS, EMPLOYED BY THE STANTON TOWNSHIP SCHOOL DISTRICT, HEREINAFTER, THE EMPLOYER OR BOARD, BUT EXCLUDING SUBSTITUTES. SUPERVISORY AND CONFIDENTIAL PERSONNEL AS DEFINED IN THE ACT.

B. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit and reference to one gender shall include the other.

## ARTICLE 2

### BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and constitution of the State of Michigan and/or the United States.

**The Stanton Township Schools are a general powers school district in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a, as amended.**

A. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the school district.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work.
5. Adopt reasonable rules, policies and regulations.
6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions thereof.
7. Determine the financial policies, including all accounting procedures.
8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

The exercise of these powers, rights, authorities, duties and responsibilities by the Board shall be limited only by the specific and expressed terms of this Agreement **and then only to the extent such specific and expressed terms hereof are in accordance with state and federal laws.** It is further understood that the above rights are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement **unless any provision or application of this Agreement prohibits the District from complying with State or Federal Laws.**

B. 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 the event any difference arises with regard to any matter contained in this article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this article and, if so, shall deny the grievance.

C. It is understood by the parties that the establishment of new positions in the district and modifications to working conditions shall be subject to negotiation between the parties.

**D. An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act.**

## **ARTICLE 3**

### **UNION RIGHTS AND SECURITY**

- A. The Union and its representatives shall have the right to use employer buildings at all reasonable hours for meetings, provided that any additional costs incurred for the use of the facilities shall be borne by the Association.
- B. Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations.
- C. The Union shall have the right to use and/or have access to employer facilities and equipment with prior approval and excluding administrative computers, including typewriters, and other duplicating equipment at reasonable times when such equipment is not otherwise in use, this excludes use of administrative computers. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use.
- D. The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned. The Union may use the internal document delivery service of the employer, without U.S. postage, and employee mailboxes for communication to bargaining unit members.
- E. The Board agrees to furnish to the Association, in response to written requests, available public information concerning the financial resources of the district, tentative budgetary requirements and allocation, and such other non-privileged information relevant to collective bargaining. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or making records available.
- F. Upon written authorization from the employee, the employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the Employer.
- G. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement without prior discussion with the Union.
- H. The Employer agrees that supervisor or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when Union employees are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by an employee. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances, which call for immediate action in a situation, which is not expected to be of a recurring nature.

I. The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

J. The official approved Board minutes shall be posted in the teacher workroom and sent to the Copper Country Education Association UniServ Office.

K. Copies of the Master Agreement shall be provided without cost to each bargaining unit member within 30 business days of the Association's written approval of the draft agreement. The draft agreement will be provided by the Board within 10 business days of ratification by both parties.

## ARTICLE 4

### **EMPLOYEE RIGHTS AND PROTECTION**

A. Pursuant to the Michigan Public Employment Relations Act, as amended, the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association/Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Union at any time by the Employer.

B. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

C. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer unless it affects the job performance of the employee.

D. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap.

E. No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank, discharged, or other actions of a disciplinary nature) without just cause. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be progressive in nature except in cases such as theft, possession of illegal substances, serious misconduct, and reckless disregard of self or others while on duty. A copy of the written disciplinary action given the employee will be given the Association. Any complaint made against an employee shall be promptly called to his/her attention and a corrective procedure given to the employee. All disciplinary action shall be subject to the grievance procedure.



F. A bargaining unit member shall be entitled to have present a representative of the Union upon request during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately to said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

G. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Union accompany him/her in such review. Other examination of a bargaining unit member's file shall be limited to qualified supervisory personnel and FOIA requests.

H. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

## ARTICLE 5

### EMPLOYMENT STATUS DEFINED

A. The Employer and the Union recognize four (4) general categories of employees. Bargaining unit work shall be performed only by Employees in one of the four following categories:

1. Full-time: An employee who is employed at least thirty (30) hours or more per week during the normal academic school year.
2. Part-time: An employee who is employed less than thirty (30) hours per week.
3. Probationary: An employee who is employed to fill a full or part-time position for a trial period of **ninety (90)** days worked during the school year.
4. Substitute: An employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave. In the event of the need to fill a position that has opened up due to extended sick leave or other extended approved leaves of absence, a substitute will be hired to fill the position for the duration of the opening regardless of the length of time the opening exists.

In the event a vacancy exists, a substitute may be hired to fill the position. If, after sixty consecutive work days the position has been filled by the substitute, the substitute becomes a probationary employee on the sixty-first consecutive day.

B. Full-year: Bargaining unit members who are employed to work on a twelve-month basis.

C. School year: Bargaining unit members whose employment follows the school calendar.

## ARTICLE 6

### WORK YEAR, WORK WEEK, WORKDAY

- A. The normal workweek for all employees is Monday through Friday.
- B. All bargaining unit members will be entitled to five (5) minutes relief time for every hour worked or every portion thereof. Bargaining unit members working overtime will be entitled to an additional fifteen – (15) minute relief time for every two (2) hours worked.
  - 1. Regular break times shall be scheduled in advance.
  - 2. Breaks shall be scheduled for 10 minutes minimum.
  - 3. Break time cannot be used for scheduled time off, will not accumulate beyond the day earned and cannot be used for compensatory time.
- C. Overtime shall be equalized as follows:
  - 1. Overtime hours shall be divided as equally as possible among employees in the same classification in their building. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each building.
  - 2. Whenever overtime and hours beyond the normal work day are required, a “senior rotation schedule” will be utilized to determine who will be called. The most senior in that classification shall be called first. The next senior in that classification then moves to the top of the rotation. If an employee refuses hours offered, that employee shall be moved to the bottom of the rotation as if the hours had been accepted.
  - 3. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call out period.
- D. The following conditions shall apply to all overtime work:
  - 1. Time and one-half will be paid for all hours worked over forty (40) hours in one week. **With the exception of emergency over-time, all over-time shall be preapproved by the District.**
  - 2. Time and one-half will be paid for all hours worked on Sundays and holidays. In case of holidays, this will be in addition to holiday pay if the bargaining unit member is entitled to holiday pay for that day.
  - 3. Paid leave shall count toward hours worked.
  - 4. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the bargaining unit member. Such compensatory time shall be at time and one-half.

Pre-determined overtime and hours worked beyond the normal work day (ex: sports bus run) will be scheduled utilizing the senior rotation schedule.

E. Overtime hours will be computed from July 1 through June 30 each year.

F. The minimum call-out time shall be two (2) straight-time hours. The minimum call-out time for emergencies will be two (2) straight-time hours providing the employee's hours for the week, do not exceed 40 hours. Hours over 40 will be compensated at a rate of "time + ½".

G. The employer shall provide an adequate amount of time to complete the duties assigned that are expected to be part of the normal work day.

## ARTICLE 7

### WORKING CONDITIONS

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well-being.
- B. The employer shall provide rest areas, break areas and restrooms for bargaining unit members' use.
- C. The employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work area. The employer shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to district property. No bargaining unit member shall be required to dispense or administer medication.
- D. A bargaining unit member shall be responsible to only one supervisor, said supervisor to be designated by the employer at the beginning of each school year with written notification provided to each bargaining unit member otherwise the supervisor shall be the building principal/superintendent. In the absence of a building supervisor, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building.

## ARTICLE 8

### GRIEVANCE PROCEDURE

A. DEFINITION A claim or complaint by a bargaining unit member or group of bargaining unit members or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, and may be processed as grievance as hereinafter provided.

INFORMAL LEVEL When a cause for complaint occurs, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor within ten (10) working days in an effort to resolve the complaint. The Union may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

FORMAL LEVEL 1 If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted by the grievant, in writing, within ten (10) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within ten (10) working days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.

FORMAL LEVEL 2 If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within ten (10) working days of the receipt of the grievance, the grievance shall be transmitted to the governing body of the employer or its designee. Within seven (7) working days after the grievance has been so submitted, the governing body or its designee shall meet with the Union on the grievance. The employer's governing body or its designee, within five (5) working days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and grievant(s).

FORMAL LEVEL 3 If the Union is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period above provided the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. Neither the employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the employer.

B. Miscellaneous Conditions:

1. The term “days” when used in this article shall mean workdays. Time limits may be extended by mutual agreement.

2. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

3. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, the arbitrator shall not be prevented from awarding reinstatement with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money may be awarded to him by the arbitrator and his/her record may be cleared of any reference to this action.

## **ARTICLE 9**

### **SENIORITY**

A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Every employee who completes one complete year as a full time employee shall be granted 8 points for the year. An employee who works less than full time shall be granted a pro-rated number of points based upon the number of hours worked, i.e., a one half time employee shall be granted 4 points for the year. A year shall be defined as an academic year as required by the State. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

B. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

ALL EMPLOYEES SHALL HOLD DUAL SENIORITY DATES. THE FIRST SHALL REFLECT HIS/HER MOST RECENT DATE OF HIRE BY THE DISTRICT. THE SECOND SHALL REFLECT HIS/HER MOST RECENT DATE OF DISTRICT EMPLOYMENT IN ONE OF ITS CLASSIFICATIONS.

C. For the purposes of this agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:

1. Bus Drivers
2. Custodians
3. Cooks
4. Paraprofessionals

D. The employer shall prepare, maintain and post the seniority list that includes the point totals for each employee. The initial seniority list shall be prepared and posted conspicuously in all MAIN buildings of the district within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association/Union.

E. State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulation, all bargaining unit members shall receive seniority rights as provided in this Agreement.



F. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.

### SENIORITY LIST

**2014-2015**

**Classifications:**

<b>COOKS</b>	<b><u>Hire Date</u></b>	<b><u>Classification Seniority Points</u></b>
Wendy Schultz	8/16/2011	<b>24.00</b>

**BUS DRIVERS**

Bryan Riutta	4/26/1976	<b>148.00</b>
Janet Larson	12/18/2012	<b>8.00</b>
PJ Barry	12/18/2012	<b>4.00</b>

**CUSTODIANS**

Bryan Riutta	4/26/1976	<b>148.00</b>
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**AIDES**

Kathy Abbott	12/14/1993	<b>19.50</b>
Alexandra Dixon	8/27/2001	<b>52.00</b>
Kathy Balog	9/2/2008	<b>24.00</b>

**District-Wide Total Seniority Points**

Bryan Riutta	<b>288.00</b>
Kathy Abbott	<b>19.50</b>
Alexandra Dixon	<b>52.00</b>
Kathy Balog	<b>24.00</b>
Wendy Schultz	<b>16.00</b>
Janet Larson	<b>8.00</b>
PJ Barry	<b>4.00</b>

**20-Sep-14**

## ARTICLE 10

### REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. It is specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and/or staff and that the procedures set forth in this article shall be used in laying off personnel. Both the Employer and the Union agree to discuss possible cuts in hours and/or staff before any action is taken.
- B. Layoff shall be defined as a reduction in the work force beyond normal attrition due to a lack of funds or a change in program.
- C. In the event of layoff involving the termination of positions, the following procedure shall be followed:
1. The employer shall identify the specific position(s) to be eliminated and shall notify, at least sixty (60) days prior to the effective date of the layoff, except in the cases of emergency, but in no case less than two (2) weeks, the employee(s) in those position(s).
  2. The employee(s) in the affected position(s) shall have the right to:
    - a. the position of someone who is less senior holding a position in the same classification as the affected employee,
    - b. bid on another posted **inner classification** position(s),
    - c. become laid off.
  3. Any and all employees displaced by provision 2 above shall have the same rights as long as there are less senior employees within that classification.
  4. In no case shall a new employee be employed by the employer while there are laid off bargaining unit members **within their classifications** who are qualified for a vacant or newly created position **within their classifications**.
- D. In the event of a layoff, the employer and the Union may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of the layoff. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff.
- E. There shall be no reduction in the normal work hours provided for any bargaining unit member or position without prior discussion with the Union. In the event of a reduction in the work hours in a classification, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority in the same classification. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) days after written notice to the affected bargaining unit member(s) is given by the employer. No employee's hours of work shall be increased while another employee in that classification is laid off.

F. Laid off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the employer as provided for in the COBRA law.

G. Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified. Any employee who has served more than thirty (30) days in a classification shall be deemed qualified for any position in that classification.

H. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights and be classified as resigned.

I. Refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect an employee's recall rights.

J. Employees on layoff shall retain their seniority for purpose of recall for period of two (2) years. Any employee on layoff for more than two year shall lose his/her seniority and any further rights under this Agreement and classified as resigned.

The Board and the Union agree to the following with regard to the articles on Seniority, Vacancies, Promotions and Transfers, and Reduction in Personnel:

1. If hours are added to any position within a classification, they shall be offered first to the most senior member who is not full-time.
2. The complete **inner classification** bumping process shall take place within the 60 day period allowed for notification of lay-off, or in the cases of emergency, the time period that is available.
3. If an employee is laid off from his/her position but is able to bump into another position that he/she is qualified, they have fifteen (15) days to exercise their contract right to bump.

## ARTICLE 11

### VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position or a present position that is not filled that the Board decides to fill.
- B. All vacancies shall be posted in a conspicuous place in each building for a period of six (6) workdays. Said posting shall contain the following information:
1. Type of work
  2. Location of work
  3. Starting date
  4. Rate of pay
  5. Hours to be worked
  6. Classification
  7. Job description

Interested employees may apply in writing to the Superintendent, or designee, within the six (6) day posting period. The employer shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notices of same to each employee by U.S. Mail by phone **or by EMAIL. The employee will let the office know their preference.**

C. Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Should no employee from the affected classification apply, the vacancy shall then be filled with the most senior qualified applicant from other classifications.

D. Within ten (10) work days after the Board makes a decision to fill the position, 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 Union.

E. In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The employer shall be given the promoted or transferred employee reasonable assistance to enable him/her to perform up to employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

F. Employees shall not be placed on a lower step on the wage scale due to transfers.

G. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause.

H. Any employee asked by a supervisor to temporarily assume the duties of another employee shall not be reduced in pay as the result of any temporary change in duties.

1. If an employee agrees to work hours in addition to their regular hours, they shall receive their regular rate of pay.

2. When an employee temporarily assumes another job instead of their own, they shall get the step 1 rate of pay for that classification, or their own rate of pay, whichever is higher.

**ARTICLE 12**

**LEAVES OF ABSENCE**

**A. GENERAL CONDITIONS**

1. The employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total leave credit.
2. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence without pay for the duration of such illness or disability up to one year, and the leave may be renewed each year upon written request of the employee. The Board may request a statement from a physician confirming the illness.
3. The employer shall pay to such employee the difference between his/her compensation and benefits received under the Michigan Worker's Compensation Act for the duration of such absence. Sick leave shall be reduced on a pro-rata basis.

**B. ILLNESS AND DISABILITY**

1. At the beginning of each work year, school year employees shall be credited with ten (10) days of sick leave, benefits for part-time employees will be pro-rated based on the number of hours worked in a day. As of 97-98 school year, new hires will receive the following pro-rate sick day scheduled:

Sick days: 30+ hours a week	10 sick days a year
20-29 hours a week	7 sick days a year
10-19 hours a week	4 sick days a year
Under 10 hours	3 sick days a year

Twelve (12) days shall be credited for full year employees. The unused portion of which shall accumulate from year to year to a maximum of one hundred twenty (120) days. The sick leave days may be taken by an employee for the following reasons and subject to the following conditions:

- a. Personal Illness or Disability – The Employee may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
- b. Medical or Nursing Care – The Employee may take three (3) days to make arrangements for medical or nursing care for a member of his/her immediate family. Immediate family shall be defined as husband, wife, mother, father, brother, sister, children, father-in-law, mother-in-law, grandparents and grandchildren.

- c. Illness in the immediate family – The Employee may take a maximum of five (5) days per illness. “Immediate family” is defined in B1-b above.

C. FUNERAL/BEREAVEMENT LEAVE

- 1. Death in the Immediate Family – The employee may take a maximum of three (3) days per death. Two (2) additional days shall be granted when travel in excess of two hundred (200) miles one way is necessary. Additional days may be granted as needed at the Superintendent’s discretion, but would be charged to personal leave or sick leave. Immediate family shall be defined as “loved ones”.
- 2. Unused funeral/bereavement leave shall not be cumulative.

D. PERSONAL LEAVE

At the beginning of the school year, each employee shall be credited with three (3) days to be used for the employee’s personal use. The employee need not tell how the leave time is to be used. A fourth day may be granted when reason is given.

An employee planning to use a personal day or days shall notify his/her supervisor at least forty-eight (48) hours in advance, except in case of emergency. Personal days shall be available for the practice of individual religious preferences. At the end of each school year, any unused personal days shall be accumulated to the employee’s sick leave. **Personal Leave may be taken in hourly increments.**

A maximum of three (3) employees or one (1) per classification shall be eligible for personal leave on any one day during the months of May and June.

- E. Any employee called for jury duty or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid the difference between his/her pay for jury duty and his/her regular pay.

F. RESERVE/NATIONAL GUARD DUTY

Any employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive from the employer during any period when the affected employee is on active duty for the Reserve or National Guard. Except in cases of national or state emergency, a maximum of two weeks per year shall be allowed.

G. ASSOCIATION CONFERENCE LEAVE

Attendance at conferences up to three (3) days shall be granted. No employee will be allowed to attend more than one (1) conference on school time per year. Conference days will not be charged to personal leave. Additional days may be granted with administrative approval.





K. CHILD REARING LEAVE

Upon written request, a child rearing leave shall be granted for up to one (1) year subject to renewal.

Employees who lose hours due to an Act of God or an Employer directive that are not required of the District by law to be made up may choose to use paid sick leave to compensate for those lost hours **to a maximum of 8-days paid sick leave days.**

## ARTICLE 13

### **JOB DESCRIPTION AND CLASSIFICATION**

- A. For each classification, job descriptions will be developed after ratification of the Agreement. Said descriptions shall be developed jointly by the employer and the Association/Union. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions will include at a minimum:
  - 1. Job title and description
  - 2. Minimum requirements
  - 3. A specific statement of required tasks and responsibilities
- B. Any evaluations of bargaining unit members' work performance shall be based upon said job descriptions.
- C. The basic compensation of each bargaining unit member shall be as set forth in Article 17. There shall be no deviation from said compensation rates during the life of this Agreement.

## ARTICLE 14

### **BARGAINING UNIT MEMBER EVALUATIONS**

- A. All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.
- B. Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.
- C. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of how the member is to improve, and of the assistance to be given by observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- D. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the bargaining unit member's personnel file.
- E. Near the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedure of this provision.
- F. In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons therefore, in writing, with a copy to the Union.
- G. Each bargaining unit member's evaluation shall include at the conclusion of the report a general statement concerning the total work performance of the bargaining unit member being evaluated.

## **ARTICLE 15**

### **HOLIDAYS**

- A. All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each employee. Should the holiday fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

Labor Day (If it falls during the scheduled school year)

Thanksgiving Day

Christmas Day

New Year's Day

Good Friday

Memorial Day

- B. Full year employees shall have the days provided above plus the following days off with pay:

Labor Day

July 4

Thanksgiving Friday

Christmas Eve Day

New Years Eve Day

Easter (floating holiday)

## **ARTICLE 16**

### **VACATIONS**

- A. Full-time, full year employees shall receive paid vacation time. Said vacation time shall be used when school is not in session **or upon Administrative approval.**
- B. Each full-time, full year employee shall receive there (3) weeks paid vacation time based on their normal work week paid on straight time only, with a 40 hour per week maximum.
- C. After fifteen (15) years of service said employee shall receive four (4) weeks paid vacation time based on their normal work week paid on straight time only, with a 40 hour per week maximum.
- D. Vacation days (up to 10) not used will be paid for at the employee's daily rate of pay with an 8 hour per day maximum.

**ARTICLE 17**

**WAGES**

A. Following are wages and steps for each classification.

<b>Head Maintenance-Bus Driver-Custodian</b>			<b>Custodian</b>		
	<b><u>2014-15</u></b>	<b><u>2015-16</u></b>		<b><u>2014-15</u></b>	<b><u>2015-16</u></b>
1.	14.65	14.85	1.	11.45	11.65
2.	15.05	15.25	2.	11.75	11.95
3.	15.45	15.65	3.	12.05	12.25
4.	16.15	16.35	4.	12.35	12.55
5.	16.25	16.45	5.	12.65	12.85
6.	16.65	16.85	6.	12.95	13.15
7.	17.05	17.25	7.	13.25	13.45

<b>Non-instruction Aides-Asst. Cook</b>			<b>Head Cook</b>		
	<b><u>2014-15</u></b>	<b><u>2015-16</u></b>		<b><u>2014-15</u></b>	<b><u>2015-16</u></b>
1.	9.75	9.95	1.	10.75	10.95
2.	10.05	10.25	2.	11.05	11.25
3.	10.35	10.55	3.	11.35	11.55
4.	10.65	10.85	4.	11.65	11.85
5.	10.95	11.15	5.	11.95	12.05
6.	11.25	11.45	6.	12.25	12.45
7.	11.55	11.75	7.	12.55	12.75

<b>Bus Driver</b>			<b>Paraprofessional</b>		
	<b><u>2014-15</u></b>	<b><u>2015-16</u></b>		<b><u>2014-15</u></b>	<b><u>2015-16</u></b>
1.	12.35	12.55	1.	10.45	10.65
2.	12.65	12.85	2.	10.75	10.95
3.	12.95	13.15	3.	11.05	11.25
4.	13.25	13.45	4.	11.35	11.55
5.	13.55	13.75	5.	11.65	11.85
6.	13.85	14.05	6.	11.95	12.15
7.	14.15	14.35	7.	12.25	12.45

B. Employees in more than 1 classification shall be paid at their experience step appropriate to each classification.

C. The employer may grant up to step three on the wage scale when an employee first begins a job in a new classification.

- E. Any additional personnel hired for extra cleaning of buildings (summer cleanup, Easter cleanup, and Christmas cleanup) shall be paid at step 1 of the custodian classification or their regular custodian rate.
- F. Longevity: Each employee with at least ten (10) years of service to the Stanton Township Public School District (pro-rated for part-time employees based on the number of hours worked in a day. This applies to any new hires with the 1997-98 school year) shall receive at the anniversary date a lump sum payment of the applicable dollars shown below per year of service:

10-15 years	\$35.00
16-20 years	\$40.00
21-25 years	\$50.00
26+ years	\$55.00

Longevity -	30+ hours a week	= 1 year
	20-29 hours a week	= 2/3 of a year
	10-19 hours a week	= 1/3 of a year
	0-9 hours a week	= 1/4 of a year

HAS TO ADD UP TO ONE (1) YEAR

- G. Bus drivers hired after 7-1-94 shall be reimbursed for State of Michigan bus driver's license fees after they have satisfactorily completed their probationary period. All other bus drivers shall be reimbursed for any State of Michigan fees they pay to renew their bus driver's license during the term of this Agreement.

## ARTICLE 18

### INSURANCES-MESSA CHOICES II

~~A.~~ The Board shall provide the following MESSA insurance benefits to each employee that works 35 hours a week or more. School year employees that work 35 hours or more are eligible for PAK A or **PAK-C** or **PAK-B**.

1. Employees who work less than 20 hours per week shall not be eligible for an insurance benefit.
2. All employees on the 2005-2006 seniority list shall be grand- fathered.

**The Board will limit its expenditures for employee “Medical Benefit Plans” to be in compliance with Public Act 152 of 2011, the (Publicly Funded Health Insurance Act)**

**The “Medical Benefit Plan” that is negotiated must be from plans that qualify under Public Act 152 of 2011; Section 2, Subsection (e).**

**The Board agrees to provide premium payments in accordance with Public Act 152 of 2011; Section 3, as described below for an employee “Medical Benefit Plan” for a coverage year of twelve (12) months (July 1, 2014 through June 30, 2015) and coverage year of twelve (12) months (July 1, 2015 through June 30, 2016) provided the individual is employed full-time, employees less than full-time will be prorated accordingly. For employees who work less than the applicable positions work year due to being hired after the contacted year or who resign, retire or are terminated before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly. The Districts premium contributions will be made on a monthly basis for active employees.**

**The Board provided premium contributions for any employee’s applicable “Medical Benefit Plan”, (Single, Two-Person or Family), shall pay no more of the annual costs, charged for the applicable plans or illustrative rates for those applicable plans, including any payments for reimbursements of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,857.58 times the number of employees with single person coverage, \$12,250.00 times the number of employees with individual-and-spouse coverage or individual-plus-1nonspouse-dependent coverage, plus \$15,975.23times the number of employees with family coverage, for the coverage year period from 7/1/2014 to 6/30/2015.**

**Note: In Coverage Year (7-1-2015 to 6-30-2016) The Board will pay premium payments for the “Medical Benefit Plan-Coverage Year” at the “Annual Cost Limitations” set by the State of Michigan Department of Treasury for Calendar Year 2015. In the Coverage Year (July 1, 2015 to June 30, 2016) the applicable plans “Annual Cost Limitation” amounts for Calendar Year 2015 will replace the Calendar Year 2014 “Annual Cost Limitation” amounts in all appropriate sections of this Article and all Sections referencing (7-1-2014 to 6-30-2015) will be replaced by (7-1-2015 to 6-30-2016).**



**“Medical Benefit Plan”- (PAK-A, Part-1) or (PAK-C, Part-1) Coverage Year July 1, 2014-June 30, 2015:**

Medical:	<u>MESSA Choices-II – PAK-A</u>	or <u>MESSA ABC Plan 1-PAK-C</u>
OV/UC/ER Copay:	\$5/\$10/\$25	N/A
RX Drug Copay:	\$10/\$20	ABC Rx
Deductible:	In-\$500/1000	\$1250 1P; \$2500 2P&FF

**Board Paid Maximum Annual Premium Payment paid in monthly installment for Full Time Active Employees for Coverage Year July 1, 2014 through June 30-2015:**

**Family Plan: \$15,975.23 annually.**

**Two Person Plan: \$12,250.00 annually.**

**Single Subscriber Plan: \$5,857.58 annually.**

Any portion of the actual applicable plans annual (Coverage Year) premium cost not covered by the Board paid “Medical Benefit Plan” coverage year maximum premiums (PAK-A, Part-1) and for (PAK-C, Part-1) shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee’s portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the “Medical Benefit Plan”.

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee “Medical Benefit Plan” (Pak-A, Part-1) and For (PAK-C, Part-1).

**(Non-Medical Benefit Plan) - (PAK-B) 2014-2015:**

<b><u>Dental:</u></b>	
Class I:	80%
Class II:	80%
Class III:	80%
Annual Max:	\$1,000
Class IV:	80%
Lifetime Max:	\$1,300
Riders:	2 Cleanings

**Vision:** VSP 3 Plus

**Life Insurance:** \$5,000

**AD&D Coverage:** \$5,000

**Board Paid Premiums for (PAK-B) (Non-Medical Benefit Plan):**

Family Plan:	<b><u>\$ 100 .0% of the total monthly premium.</u></b>
Two Person Plan:	<b><u>\$ 100 .0% of the total monthly premium.</u></b>
Single Subscriber Plan:	<b><u>\$ 100 .0% of the total monthly premium.</u></b>

School year and full year employees that work 25 hours or more a week may elect to take PAK B and shall receive \$200.00 per month cash through the 125 cash option plan in lieu of health insurance. This may be applied toward an annuity or MESSA option. Any amount exceeding the Board subsidy shall be payroll deducted. The cash option shall be paid half at the end of the first semester and half at the end of the school year. Payments to investment plans shall be made monthly.

**The following paragraphs pertain to the (Non-Medical Benefit Plan) - (PAK-A, Part-2) and (PAK-C, Part-2) and (PAK-B) Plans:**

**Any portion of the actual applicable plans coverage year's annual premium cost not covered by the Board paid (Non-Medical Benefit Plan) - (PAK-A, Part-2) or (PAK-C, Part-2) and the (PAK-B) Plans monthly premiums; shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the (Non-Medical Benefit Plan) - (PAK-A, Part-2) and (PAK-C, Part-2) and the (PAK-B) Plans:**

**The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.**

**Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee (Non-Medical Benefit Plan) - (Pak-A, Part-2) and (PAK-C, Part-2) and the (Pak-B) Plans.**

## **ARTICLE 19**

### **EARLY RETIREMENT INCENTIVE**

The district shall purchase up to **one (1)** years of Universal Credit on behalf of an employee eligible to retire under MPSERS who has been employed in the district for a minimum of ten (10) years or give a cash amount equal to that cost. Employees that elect a cash option are responsible for taxes as wages. The District shall not purchase more years than would add up to 30 years of service credit.

**APPENDIX A**

**GRIEVANCE REPORT FORM**

THE STANTON TOWNSHIP SCHOOL DISTRICT GRIEVANCE REPORT

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Name of Grievant

Date Filed

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**STEP 1**

A. Date cause of grievance occurred \_\_\_\_\_

B. Part of contract allegedly violated: Article \_\_\_\_\_  
Paragraphs \_\_\_\_\_

C. 1. Statement of grievance (giving specific alleged violation):

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2. Relief sought

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D. Disposition by Supervisor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Position of grievant and/or Association

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\_\_\_\_\_  
Signature Date

**STEP 2**

A. Date received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee

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\_\_\_\_\_  
Signature Date

C. Position of grievant and/or Association

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\_\_\_\_\_  
Signature Date

**STEP 3**

A. Date submitted to arbitration \_\_\_\_\_

B. Disposition and award of arbitrator

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\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date of Decision

**DURATION OF AGREEMENT**

This Agreement shall be in effect from **September 25, 2014**, and shall continue in effect until the 30<sup>th</sup> day of June **2016**. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date.

**The terms of such collective bargaining agreement between the parties are incorporated herein and by accepting and signing this “Master Agreement Signature Execution Clause” in this contract below, the parties agree to be bound by all such terms for the duration of this Agreement.**

**This Master Agreement will become enacted and implemented in full effect on the first date after the expiration date of the former Agreement by the last signature as dated, of either of the parties officials listed below, who are empowered to enter into this contract, is entered on the “Master Agreement-Execution of Instrument-Signature Enactment Clause” below.**

**The date of the last party below to sign the “Master Agreement-Execution of Instrument-Signature Enactment Clause” below will be entered in the first blank above in this “Duration of Agreement” provision of this Master Agreement as the “This Agreement shall be in effective from” date.**

**Master Agreement-Execution of Instrument- Signature Enactment Clause**

**IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their signatures on the day and year below written.**

FOR THE BOARD

FOR THE ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

LETTER OF UNDERSTANDING  
BETWEEN  
STANTON TOWNSHIP BOARD OF EDUCATION  
AND  
STANTON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
CCEA/MEA/NEA

With regard to the Article 6, Work Year, Work Week, Work Day, Paragraph 6, it is understood and acceptable by both the Support Personnel Association and the Board of Education that overtime and time worked beyond the normal work day will be equalized in accordance with the 2000-2003 Master Agreement i.e.,

- Overtime hours shall be divided as equally as possible among employees in the same classification in their building. An up to date list showing overtime hours will be posted weekly in a prominent place in each building.
- Whenever overtime is required, the person with the least number of overtime hours in that classification with in their building will be called first and so on down the list in an attempt to equalize the overtime hours.
- For the purpose of this clause, time not worked because an employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call out period.

With the following exceptions:

C.3 Time not worked because the employee was “unavailable” will not be “charged” to the “up to date” list.

And:

- It is understood that an employee is unavailable for additional hours when the addition hours interfere with their normal schedule
- It is understood that should all employees in the classification turn the job down, and employees outside of the job classification are unavailable, the employee with the lowest overtime hours in that classification will be appointed to do the job.

FOR THE UNION

FOR THE BOARD

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_