

MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE
CARNEY-NADEAU PUBLIC SCHOOL
AND THE
CARNEY-NADEAU EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION/MEA/NEA
FOR THE SCHOOL YEARS OF

2010-2012

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AGREEMENT

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations with the mutual interest of the Employer and the Employees.

The Parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Employees encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I – RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of the Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Carney-Nadeau Educational Support Personnel Associations/MEA/NEA, hereafter referred to as the "Union" as sole and exclusive representative for the purpose of collective bargaining with respect to hours, wages, and other conditions of employment for all full-time and regular part-time secretarial, clerical, transportation, food service, teacher aides and custodial/maintenance employees, including regular part-time bus driver, employed or to be employed by the Board, but excluding supervisors, substitute bus drivers, substitute cooks, one (1) secretary to the superintendent, and all others.
- B. This includes all those whether under contract, on leave, or on a per diem, hourly, or class basis employed or to be employed by the Board.
- C. For the purpose of this Agreement, the term "employee" shall, when used hereinafter, refer to all members of the previous-defined bargaining unit.

ARTICLE II – UNION & EMPLOYEE RIGHTS AND UNION SECURITY

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby recognizes that every employee has the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations or other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the statutes of the State of Michigan, as amended, the Board undertakes and agrees: that it will not directly nor indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, nor any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any activities of the

Union or collective bargaining with the Board, or his/her institution of any grievance, complaint or preceding under this Agreement of otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict any employee rights, which he/she may have under any other applicable law or regulation. The rights granted hereunder to employees shall be deemed to be in addition to those provided elsewhere.
- C. The Union shall have the right to post notices of its activities and matters of Union concern on designated bulletin boards within school facilities.
- D. The Union may use the District internal mail service and mailboxes for communications to its members.
- E. Membership in the Union shall not be denied to any eligible employee on the basis of race, creed, religion, color, national origin, age, sex, or marital status.
- F. The provisions of this Agreement shall be applied in a manner, which is not arbitrary, capricious, nor discriminatory, and without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- G. The Union shall be granted a "bank" of three (3) days per year for the purpose of releasing its representative from regular duties without loss of salary to participate in area, state, or regional meeting of the Union. Time must be drawn from the bank in half day or full day blocks of time. Notification of such release time shall be made one (1) work day in advance.

The Union will reimburse the District for the cost of the substitutes used needed to cover union release time for the purposes of this Article.

UNION SECURITY

- A. Any employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay as a service fee an amount, legally determined, required to be paid by members of the Union; provided, however, that the employee may authorize payroll deduction for such fee as provided herein.
- B. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense, which is appropriately shared by all who are beneficiaries of such agreements. In the event that a support personnel employee does not authorize deduction of dues or a service fee equivalent to dues herein, and does not pay such sum directly to the Association, to effectuate the purposes of Public Employment Relations Act and this agreement, the Board shall deduct that amount from the bargaining unit member's wages and remit same to the Association.
- C. In the event of any legal or administrative action against the Board brought because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Union and permits Union intervention as a party if it so desires, and
 2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- D. The Union agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and cost imposed as a direct consequence of the Board's compliance with this Article.

ARTICLE III – BOARD RIGHTS

All Board rights and function, except those, which are clearly and expressly abridged by this Agreement, shall remain under the exclusive control of the Board. It is expressly recognized that such rights and functions include, but are not limited to:

- A. Full and exclusive control of the management of the school district, the supervisor of all operations and methods, processes, means, and personnel by which any and all work with be performed, the control of the property, and the composition, assignment, directions, and determination of the size and type of the working force:
- B. The right to change or introduce new or improved operation, means, methods, procedures, or facilities, and the right to determine whether, and to what extent, work shall be performed by employees:
- C. The right to determine the work to be done and the standards to be met by employees covered by this Agreement:
- D. The right to hire, establish, and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release, and lay-off employees:
- E. The right to determine the qualifications of employees and to suspend discipline, and discharge employees for just cause and otherwise to maintain an orderly and efficient operation.

ARTICLE IV – EMPLOYEES RIGHTS AND RESPONSIBILITIES

- A. Neither the Employees, nor any of the officers, nor any other representative shall advise or direct employees to disregard the instructions of supervisors or administrators unless such instructions would endanger the health or safety of employees or other persons.
- B. Special conferences for important matters will be arranged between the Local President and Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employees and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the

agenda. Conferences shall be held at a mutually agreeable time. The members of the Employees shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Union.

- C. The Employees representative may meet at a place designated by the employee on the Employer's property for at least one-half hour immediately preceding the conference with the representative of the Employer for which a written request has been made.
- D. The Employer will provide bulletin boards or sections thereof, in a conspicuous place, for the purpose of posting Employee materials. The Employees shall also have the right to use school mails to distribute Employees materials of the following types:
 - 1. Notice of Employees recreational and Employees social events.
 - 2. Notices of elections.
 - 3. Notices of results of elections.
 - 4. Notices of Employees meetings.
- E. The Employer will not aid, promote, or finance any labor groups or organization which purports to engage in collective bargaining or make any agreement with any such group or organizations for the purpose of undermining the Employees for the duration of this agreement.
- F. The Employees shall have the right to the reasonable use of school facilities for Employee meetings. The Employees shall pay the reasonable costs of materials and supplies incident to the use of the same and shall be responsible for the proper operation and maintenance of such equipment and facilities.
- G. Nothing in this agreement shall limit, in any way, the rights of supervisors or the administration to perform bargaining unit work with the following exceptions:
 - 1. No administrator or Board member shall perform bargaining work except in any emergency situation.
- H. In order to provide continuing health protection for students, it shall be the policy of the Board that all employees must have a tuberculin skin test or chest x-ray if required to State Law, the results of the same being filed with the personnel department when said results are available. The Employer will pay any costs required by the Michigan State Health Department in the providing of the tuberculin test.
- I. The Board agrees to pay for all physical examinations required as a condition of employment when the Board designated physician is used to perform the required examinations. Employees who use other physicians other than the Board designated physician will receive a Board payment of up to \$100.00 or the actual cost of the examination whichever is less.

- J. The Board agrees to reimburse each employee required to attend a driving school the amount spent to attend the training, for meals up to \$45 (3 meals) and lodging, up to \$100 administration reserves the right to make lodging arrangements. In addition, the Board agrees to pay Bus drivers fees for a CDL license will be reimbursed by the Employer when required as a condition of employment. Bargaining unit members attending classes, training or conference during the regular work week shall be compensated at their regular daily rate of pay. Bargaining unit members attending required classes, training or conferences scheduled on non-regular work days shall be compensated at minimum wage.

ARTICLE V – CLASSIFICATIONS

All employees in the Union shall be assigned, under the terms of this Agreement, to one or more, or a combination of the following job classification: transportation, food service, custodian/maintenance, secretarial/clerical, and aides.

ARTICLE VI – GRIEVANCE PROCEDURE

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

Probationary employees shall be limited to Section E of Article VI – Grievance Procedure and may not proceed past Section E of this article.

- B. The grievant may invoke the formal grievance procedure on the form attached to this Agreement, signed by the grievant and/or the representative of the Union. The grievance form shall specify the section of this Agreement allegedly violated.
- C. The grievance form shall be filed with the employee’s supervisor within seven (7) calendar days after the grievant becomes aware of the alleged grievance. If not filed within this seven-day period, the grievance shall be deemed to be waived.
- D. Within five (5) calendar days of the receipt of the grievance, the Supervisor shall meet with the employee and/or the Union in an effort to resolve the grievance. The Supervisor shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such a meeting.
- E. If the employee and/or the Union are not satisfied with the disposition of the grievance, or if no disposition has been made after the above period, the grievance shall be transmitted to the Superintendent. Within five (5) calendar days the Superintendent or his/her designee shall meet with the employees and/or Union and shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such a meeting.
- F. If the employee or the Union is not satisfied with the disposition of the grievance by the Superintendent or his/her designee or if no disposition has been made within five (5) calendar days of such meeting, the grievance shall be transmitted to the board of education by filing a

written copy thereof with the secretary of the board not later than eight (8) days after a meeting with the Superintendent of schools. The board, no later than its next regular meeting or two calendar weeks, which ever shall be later, may hold a hearing on the grievance, review such grievance in executive session or give such other consideration as it shall deem appropriate. Disposition of the grievances in writing by the board shall be made no later than seven (7) calendar days thereafter.

- G. If the grievance is not satisfactorily disposed of in the final step of the grievance procedure, appeal to arbitration may be taken. Such appeal must be taken within fifteen (15) days of receipt of the answer at the final step of the grievance procedure, shall be in writing, and shall specify the grievance and the disposition from which the appeal is taken.
- H. The employee or the Union may withdraw the alleged grievance at any time in the grievance process. Such withdrawal must be stated in writing to the Superintendent.
- I. The parties agree to utilize the services of the American Arbitration Association. The arbitrator shall have no power to rule on the termination of services of or failure to re-employ any probationary employee.
- J. The fees and expenses of the arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.
- K. All arbitration hearings shall be held in the school district.
- L. Both parties recognize the mutual value of sharing, discussing, and providing opportunities for resolving problems. Therefore, representatives of the Board and Union may meet at a time and place that is mutually agreeable for the purposes of discussing grievances, Board policies and practices, and problems in regard to this Agreement.
- M. For the handling of grievances, the employees will elect one representative and one alternative representative for each building complex who shall be a regular seniority employee. The alternate representative shall serve in the absence of the representative. The employees shall notify the Board in writing of the names of such persons and such changes as may occur from time to time in such personnel so that the Board may at all times be advised as to the authority of the individual representatives of the employees with whom it may be dealing. Until the Board has received written notice from the employees, it shall not be required to deal with such employees purporting to be representatives.
- N. It is understood that grievance problems shall be handled at times other than when the employee is at work. In the event, however, in the handling of a grievance it becomes necessary for the representative to leave his work, he shall first obtain permission from his supervisor or principal and such permission shall be granted, provided that his work schedule can be maintained without additional help. The privilege of the representative leaving his work during working hours, without loss of time or pay, is subject to the understanding that such time shall be devoted to the proper handling of the grievance: this will be done as expediently and with little interruption of work as possible. As any alleged abuse will be grounds for disciplinary action and/or the discontinuation of the above-mentioned privilege by said individual.

ARTICLE VII – DISCHARGE AND DISCIPLINE

- A. The Employer agrees to promptly notify any employee and the union representative in writing of the discharge or the formal discipline of an employee in the district. The employee involved will be allowed to discuss his discharge or discipline with the union representative of the district and the employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the union representative.
- B. Should the discharged or disciplined employee or the union representative consider the discharge to be improper, a complaint shall be presented in writing through the union representative to the employer beginning at Step 3 of the grievance procedure within two (2) regularly scheduled working days of the discharge or discipline. Step 3 of the grievance procedure will then be followed and if the decision is not satisfactory to the Employees, the matter shall be referred to the rest of the grievance procedure. In opposing any discipline on a current charge, the Employer will not take into account any prior infractions, which occurred more than three (3) years previously.
- C. Formal reprimands shall be in writing with specific recommendations for improvement. A signed copy of the formal reprimand shall be given to the employee, prior to inclusion in the personnel file.
- D. No employee shall be suspended or discharged without just cause. No employee shall be disciplined (including reprimands, suspensions, reductions in rank or occupational advantage, or discharge) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.

An employee shall be entitled to have present a representative of the Union during any meeting which leads to disciplinary action. When such a request for representation is made, no action shall be taken until the representative is present.

However, the District retains the right to immediately discipline by paid suspension, any employee for an offense that presents a danger to students or staff. An employee has the right not to discuss this matter with the District until Union representation is available. The District, Association representative, and the employee will meet within five (5) working days to discuss the change(s) and the pending measures the District is considering to take on the offense.

ARTICLE VIII – SENIORITY

- A. Seniority starts on the first day of employment.
- B. All new employees shall serve a probation period of 90 days (time necessary to complete their job duties).
- C. The Employees shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article I of this agreement.

Seniority shall be on an Employer-wide basis, in accordance with the employees last date of hire.

D. Seniority shall not be affected by the race, sex, marital status, or the dependents of the employee.

The seniority list on the date of this agreement will show the names and job title of all employees of the unit entitled to seniority.

The Employer will keep the seniority list up-to-date at all times and will provide the Employee membership with up-to-date copies.

E. An employee shall lose his/her seniority for the following reasons:

1. Voluntary quit
2. Discharge for just cause
3. Failure to notify the Board, in writing, of his/her intent to return from a lay-off within three (3) calendar days after being notified by certified mail to return to work.
4. Failure to return to work from a lay-off within ten (10) calendar days after being notified to return to work.
5. Upon retirement from the District.

F. If an employee exercises his/her bumping rights upon lay-off, said employee must be reasonably qualified to perform the work in the new classification.

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

ARTICLE IX – LAY-OFF AND RECALL

A. Nothing in this contract shall prevent the school district from reducing its work force when conditions of workload, school attendance, physical condition of premises or economics of the School District shall so dictate.

B. The word “lay-off” means a reduction in the working force.

C. No employee shall be laid-off unless said employee shall first have been notified 30 (thirty) days prior to effective date of the lay-off. The Board shall not be required to give such notice in the event of an emergency.

D. If a reduction in the work force becomes necessary, the following procedure will be mandatory. Probationary employees will be laid-off according to seniority as defined by Article IX. In no case shall a new employee be hired by the employer while there are still qualified laid-off employees.

Employees, whose current position has been eliminated due to a reduction in the work force, shall have the right to assume a position for which they are qualified and which is held by a less

senior employee. If an employee claims seniority over another employee for the purpose of maintaining his/her normal schedule, he/she must "bump" into the entire position.

In the event of a reduction in the work hours in a department or classification, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority and is qualified to perform the work of the person he/she seeks to replace.

Laid-off qualified employees shall be recalled on a seniority basis. The most senior qualified employee on lay-off will be the first employee recalled. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's record. It shall be the responsibility of the employee to keep an up-to-date address filed with the District. A recalled employee shall be given five (5) days from the date of receipt of the notice of recall to report to work. The Employer may temporarily fill the position until the recalled person is able to report for work. Employees recalled to work are obligated to take such work. An employee who fails to respond to recall to perform work shall lose rights to seniority as described in Article IX and X. Employees shall be entitled to recall for up to four (4) years.

In the event of lay-off, for any reason, the Employer agrees to provide the Employees, through its local unit, a list of all employees involved on the same day notification is given to the individual employees. Any bargaining unit member on lay-off shall be given preference in hiring for any position in the district for which he/she is qualified.

**ARTICLE X – VACANCIES, PROMOTIONS TRANSFERS,
TEMPORARY ASSIGNMENTS**

A. Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this agreement.

1. The Employer agrees that in any movement of work not covered above in this section, he will discuss the movement with the Employees, if requested, in order to provide for the protections of the seniority of the employees involved.
2. In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of seniority. A newly created position shall include the situation where a position is increased from a nine month per year job to a twelve month per year job. In such cases, all vacancies and newly created positions shall be posted at least seven (7) calendar days prior to filling such vacancy or newly created position.

No application of the seniority rule shall in any manner compel the employer to transfer any person to any position for which he is not qualified or physically capable of performing.

3. Except in the case of a lay-off, no bumping shall be permitted by any employees.

- B. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc. will be granted to the senior employee who meets the requirements for such job provided any previous similar substitution performances have been evaluated as satisfactory by administration. Should such employee be in the position for more than five consecutive days, the employee shall receive the rate of pay for the position retroactive to the first day of substitution. Employees involuntarily assigned temporarily to a lower paying job shall receive their regular rate of pay. However, no application of the seniority rule shall in any manner compel the employer to transfer any person to any position for which he is not qualified.
- C. Should an employee be temporarily transferred in lieu of a lay-off, from a higher paid job to a lower paid, job, he shall be paid the rate of the lower pay job. Where an employee is temporarily transferred in lieu of a lay-off from a lower paid job to a higher paid job, he will receive the higher rate of pay. Should the employee be temporarily transferred for the convenience of the Employer to a higher paid job, he shall receive the higher rate during such temporary transfer.

ARTICLE XI – LEAVES OF ABSENCE

The Board, in its sole discretion and upon written request, may grant a leave of absence for a period not to exceed one (1) year. Employees who return from such leave shall have all their accrued benefits restored.

- A. General Leaves: Leaves of absence without pay for up to one (1) year will be granted, in writing, without loss of seniority for both personal illness or illness in the immediate family, whether the illness is mental or physical, immediate family shall include parent, spouse, parent-in-law, brother, sister, child, grandchild, grandparent, brother or sister-in-law, stepchild, stepparent, stepbrother, stepsister, or dependent living in the household.
- B. Sick Leaves: All full-time employees who are absent from their job assignments due to personal illness shall be entitled to sick leave accumulated at the rate of 12 days per year accumulation to 120. All requests for sick leave must be submitted to and approved by the Superintendent. Part-time employees will have their sick leave days accumulate on a prorated basis. All other employees will receive one day a month based on the hours they normally work.
- C. Jury Duty: An employee who serves on jury duty shall be reimbursed for the difference between the jury duty stipend and his/her regular salary for all the days served.
- D. Military Leave: Military leave of absence without pay or fringe benefits shall be granted to employees who are drafted or volunteer for military duty. Employees will be re-employed by the Board and shall have their accrued benefits restored.
- E. Funeral Leave: An employee shall be allowed five (5) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Additional days may be granted by the Superintendent, but will be taken from sick leave. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife/Husband, Son, Daughter, Mother-in-Law, Father-in-Law, Sister-in-Law, Brother-in-Law, Grandparents, Grandchildren, Stepchild, Stepbrother, Stepsister, Stepparent, or a member of the employees household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day, with pay, not to be deducted from sick leave. The President of the Employees shall be allowed one (1) funeral leave day in the event of a death of a member of the Employees who is a member of the district for the exclusive purpose of attending the funeral.

F. Accrual of Seniority: Employees shall accrue seniority while on any leave of absence granted by the provision of this agreement, and shall be granted to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

G. Personal Business Days: At the beginning of every school year each employee shall be credited with two (2) days to be used for the employee's personal business. Eleven month employees will have three (3) personal business days. An employee planning to use a personal business day shall notify the Superintendent at least three (3) days in advance except in cases of emergency. Personal business days shall not be used to extend vacation or a holiday. Employees may elect to move unused personal business days into their sick leave bank at the end of the school year.

H. Vacations: All full-time employees who are employed on a calendar year basis will annually receive two (2) weeks of paid vacation. After five (5) years of employment in this school system, paid vacation days will be increased at the rate of one (1) day per year employed after five (5) years, up to maximum of four (4) weeks.

Example: 6 years of employment – 11 days paid vacation
 7 years of employment – 12 days paid vacation
 8 years of employment – 13 days paid vacation

1. If an employee is laid-off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of lay-off for the current calendar year will have such credit deducted from his vacation the following year.

2. Employees will be paid their current rate, based on their regular scheduled day, while on vacation and will receive credit for any benefits provided for in this agreement.

I. Holidays.

All full-time employees will have the following holidays off with pay: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

All full time employees will receive one-half (1/2) workday off, with pay, before the following holidays: Christmas, New Year's, and Fourth of July.

All eleven-month employees will receive Thanksgiving Day, Christmas Day and New Year's Day as a stand alone holiday.

All other support staff employees shall be paid their regular rate of pay for the following holiday: Christmas Day and New Years Day.

All employees (other than full-time) shall receive 3 paid vacation days on December 26, 27, and 28 annually after 25 years of employment with Carney-Nadeau Public Schools.

ARTICLE XII – WORK DAY, YEAR, WEEK, HOURS OF WORK

The Board recognizes the principle of a standard forty-hour workweek and will, as far as possible, set work schedules and make assignments, which can reasonably be completed within such standard

workweek. The Board will not regularly require employees to work in excess of such standard workweek within or outside of any school building.

- A. The Board shall retain the right to schedule the work hours of employees according to the needs of the system.
- B. Time and one-half shall be paid for all time worked in excess of forty (40) hours in one (1) week, for which no overtime has already been paid.

Hourly rate for the computation of overtime shall be determined in the following manner: Employees whose wages are determined on an hourly basis shall be paid time and one-half of their normal hourly rate.

Compensatory time may be given instead of overtime pay if mutually agreed on by the Employer and bargaining unit member prior to the performance of such work. Comp time may accumulate to a maximum of 40 hours per fiscal year. Accrued hours shall be used by June 30 or will be paid out in the second pay period in July. Compensatory time shall accrue at time and one-half. The bargaining unit member requesting use of compensatory leave shall provide notice to the Employer for use of up to forty (40) hours of compensatory leave (at one time), except in cases of emergency when no notice is possible. Requests for compensatory time shall be filed at least ten (10) days prior to the use of such time, if a substitute is needed; three (3) days if a substitute is not needed.

- C. An employee reporting for duty shall be guaranteed at least two (2) hours pay at his regular rate if he or she is reporting for regular duty and at the rate of time and one-half if he or she is reporting for overtime duty.

ARTICLE XIII – INSURANCE PROTECTION

- 1. The Board will maintain all of the fringe benefits for the new agreement without cost to the employee from the teacher's contract.

Board will pay up to 7% of an increase in premium costs for MESSA CHOICES II.

During the term of the contract the board of education will provide at no cost the employees and family, insurance the same as provided to the education association, to include MESSA health, dental, vision, life LTD and Rx packages

- A. MESSA Vision VSP-3+ will be provided to all employees by the Board of Education at no cost to the employee for a full twelve (12) months.

ARTICLE XIV – PRINTING OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board and shall be presented to all employees now employed, or hereafter employed by the Board within 15 days of ratification by both parties.

ARTICLE XV – GENERAL PROVISIONS

- A. This agreement supersedes and cancels all previous agreements verbal or written, or based on alleged Board practices, between the Board and its employees.
- B. If any article of section of this Agreement shall at any time be held to the contrary to law by a court of tribunal or competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative: however, all other provisions of this agreement shall continue in effect.
- C. Nothing contained within this agreement shall be construed to deny or restrict any employee's rights he/she has under any and all applicable laws or regulations.
- D. Any employee using his/her automobile for school purposes, when authorized by his/her supervisor or administrator, shall be remunerated at the prevailing rate.
- E. For the purpose of this Agreement, the term calendar year shall mean 12 months.
- F. For the purpose of this Agreement, the term student year shall mean the one hundred eighty (180) days which students attend school.
- G. For the purpose of this Agreement, the term 11 month employee shall mean; a part-time employee who works beyond the school year (180 days) but less than a calendar year.

ARTICLE XVI – WORKING CONDITIONS

- A. The Employer agrees that no employee shall be required to work under unsafe or hazardous conditions. Further, the employer agrees to provide, without cost to the employee, necessary safety equipment, not to include ordinary equipment, for their performance of their regular duties.
- B. Coffee Breaks: Employees may take the fifteen minute coffee break in the a.m. and also a fifteen minute coffee break in the p.m. or the first half of their regular shift, whichever may apply. The Employer agrees to provide adequate rest areas, lounges, and restrooms for employee use. Appropriate time for breaks will be observed.
- C. An employee designated by a school administrator to dispense medication to a student/students will do so only if the following criteria has been met as per state law MCL 380.1178 under the Revised School Code:
 - 1) written permission of the pupil's parent or guardian is on file;

- 2) instructions from a physician are noted;
 - 3) medication is dispensed in the presence of another adult;
 - 4) training is given to employee prior to doing a procedure.
- C. No employee of the bargaining unit shall be required to act as a supervisor of students or to act in a disciplinary role, unless such supervisor and disciplinary activities are voluntarily contracted for by the employees as part of their normal job function, or is presented in an emergency situation. The Employer agrees to give all reasonable assistance to employees in relation to requests for maintenance of control and discipline in the employee's work area, and the employee agrees to provide all reasonable aid and assistance to the Employer for the maintenance and control of discipline in the school system, on school property, and in the protection of school property.
- D. The Union and the Board jointly recognize that alcoholism and drug abuse is illnesses and shall be treated as such.

The Board agrees that any bargaining unit member with an alcohol or drug abuse problem who request diagnosis or treatment will not jeopardize his/her rights or security and that such problems will be handled in a confidential manner. The employee must participate in an approved program. This provision shall not be utilized more than twice per member nor can this provision be used if an employee has been disciplined or suspended for such matters.

The Board agrees that any bargaining unit member with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her rights or security and that such problems will be handled in a confidential manner. The employee must participate in an approved program. This provision shall not be utilized more than twice per member.

- E. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or law, to attend school, all employees having contact with the student shall be notified in advance of the child's placement and/or return to school; to the extent such notification is permitted under law. The District shall provide in-service training in hygienic practices and management to employees coming into contact with student having such communicable diseases, if requested by such employee.

ARTICLE XVII – CONTINUITY OF OPERATIONS

- A. During the term of this agreement, the Employees will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include, but not be limited to: slowdowns, stoppages of any kind, sit-ins, concerted mass sickness, or any other type of interference of any kind whatsoever with operations at any of the facilities, singularly or jointly, of the Board, and picketing or demonstrating of any kind during working hours. The Employees further agree that it will not engage in any sanction activities or other terms of boycotts of the Board.
- B. The Board agrees that it will not engage in any lockout of members of the bargaining unit for the duration of this agreement.

ARTICLE XVIII – MISCELLANEOUS PROVISIONS

- A. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to Law, that such provision or application shall not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions and applications shall continue to be in full force and effect.
- B. When an employee desires to terminate his employment, there must be at least fourteen (14) days notice of resignation, in writing, given to the immediate supervisor.
- C. The Employer agrees that any consolidation or elimination of jobs shall not be effective without a special conference between the administration and the Union.
- D. Insofar as valid under State Law, this agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee, or transfers, whether such succession, assignment, or transfer be effected voluntarily or by the operation of Law: and in the event of the Employer, this agreement shall be binding upon the merged or consolidated Employer.
- E. The Employer agrees to make available to each employee in the bargaining unit a copy of the same agreement to all new employees that become members of the bargaining unit. The Employer agrees to make available a copy of this agreement at the earliest possible date following ratification of the agreement.
- F. Since, in the event of an emergency, it is sometimes imperative that bus drivers be in contact with the district, the Employer hereby agrees that the district's radio center shall be manned during all normally schedule bus runs. If in an emergency situation, the radio center is not manned, then bus to bus radio communication would be appropriate.
- G. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations. Employees who are in some branch of the Armed Forces, Reserve, or the National Guard will be paid the difference between their reserve pay and their regular pay with the district when they are in full-time active duty in the Reserve or National Guard, provided a proof of service and pay is submitted. A maximum of two weeks per year.

Upon retirement (years of service payments) and the (unused sick leave payment) will be made according to the requirements of a mutually agreed to Special Pay Plan in accordance with they payment procedure required by the plan and mutually agreed upon date.

- H.
 - 1) Provide home game Sports Pass to each bargaining unit member.
 - 2) Mandatory fingerprinting for all support staff will be paid by the school district.
 - 3) ESP members may, with approval of the Superintendent, be able to attend conferences and continuing education classes such as Title 1, Special Ed, or other conferences/classes that would pertain to and enhance their job performance. Conference fees and tuition will be covered by the District. Time spent at a conference shall not be counted against sick leave or personal leave for the ESP member. ESP members will be paid their daily rate for participation at such conferences/classes.

ARTICLE XIX – MAINTENANCE OF STANDARDS

Except as provided for in PERA, the duties of any employee for the responsibilities of any position in the bargaining unit shall not be transferred to persons not covered by this agreement. Substantially altered or increased duties or responsibilities shall be discussed with the union so as to provide employee input before any said changes is made.

ARTICLE XX – ECONOMIC PROVISIONS

Beginning the contract year of 2007-2008, the following system of longevity pay shall be used:

	2010-2012
5 to 8 years of employment	\$531
9 to 12 years of employment	\$582
13 to 16 years of employment	\$632
17 to 20 years of employment	\$684
21 to 24 years of employment	\$735
25 to 28 years of employment	\$786
29 to 32 years of employment	\$837
33 or more years of employment	\$1050

Longevity may be taken by the employee as compensation or compensation tax exempt annuity.

1. An employee who retires or is laid-off, or dies, shall be paid longevity as specified above, except for his final year. Longevity will be prorated as a percentage of a complete working years. This percentage is a ratio of the time of his working year.

2. Absence due to personal illness or lay-off shall not be deducted when computing an employee's total longevity.
 3. An employee who quits or is discharged during his working years shall not be eligible for longevity pay during that year.
 4. Leaves of absence other than personal illness, or over half an employee's working year shall be deducted when computing an employee's total longevity.
 5. An employee who quits or retires and who is later re-hired by the district, shall not carry over accumulated longevity.
 6. Absence due to personal illness, of less than one-half of the employee's work year, longevity payment will be prorated on the percentage of employee's work year completed.
- C. The Board agrees to pay retirement contributions for all employees covered by this agreement as authorized and provided by Act 244. P.A. 1974: said payments to be made by the Board of Education up to a maximum of five (5) percent of the annual compensation of each employee, or as otherwise provided by law.
- D. Extra Driving (Bus) – Drivers will be paid at the extra driving rate of pay for all trips outside of their regular daily route.
- On the occasion when a driver leaves for an extra trip and does not complete his or her appointed regular daily route, that driver will not receive daily route pay for said missed route.
- E. In the event that a bus driver must be gone overnight, pay for said trip will be negotiated between the driver, the Superintendent, and a representative of the support staff.
- F. Sick Leave Buy-Back Provision. "The Board shall reimburse employees who have accumulated sick leave beyond the sick leave cap in the amount of Thirty dollars (\$30.00) per day for a maximum of twelve (12) days. The employee shall be compensated in the last pay period in June for the preceding year."
- G. "Upon retirement or layoff from the District, an employee shall be paid thirty-five dollars (\$35.00) for each year of service to the District. An employee shall also be paid thirty-five dollars (35.00) for unused sick leave up to a maximum of sixty (60) days upon retirement or layoff from the District."

Upon retirement (years of service payments) and the (unused sick leave payment) will be made according to the requirements of a mutually agreed to Special Pay Plan in accordance with the payment procedure required by the plan and mutually agreed upon date.

SICK LEAVE BANK

1. A Sick Leave Bank shall be established by bargaining unit members from their accumulation of sick leave days. The pool shall be capped at sixty (60) days. Unused days remaining in the sick leave bank at the end of the year will accumulate for the following year. The updated total of sick days in the bank will be provided to the

association no later than October 1st of each school year. If the accumulation of sick bank days falls below the minimum number of hours (300), one sick leave day per year shall be deducted from each participating unit member's sick leave accumulation until the minimum number of sick leave bank hours is reached (by lottery system).

2. The purpose of the sick leave bank is to provide paid sick leave coverage to bargaining unit members who are absent due to extended serious illness or disability either to themselves or an immediate family member (immediate family member shall be defined as parent, spouse, parent-in-law, brother, sister, child, grandchild, grandparent, brother or sister-in-law, stepchild, stepparent, stepbrother, stepsister, or dependent living in the household.)
3. A committee made up of three (3) bargaining unit members, the Superintendent of Schools and one member from the Board of Education shall administer the sick leave bank. The employee must make application for sick days from the sick leave bank in writing. The committee shall convene within 24 hours of receiving the request, and a decision granting or not granting said days shall be made immediately. Decisions by the committee are not subject to the grievance procedure.
4. The utilization of sick leave under the sick leave bank shall be limited to major illnesses and shall not be used for maternity leave or childcare unless the illness is associated with serious health procedure.
5. All sick leave days borrowed by an eligible bargaining unit member shall be paid back to the sick leave bank at the rate of three (3) days (= hours each individual works) per year until all days are repaid to the bank. Repayment shall begin at the end of the year the employee returns to work in the District.
6. If an employee terminates employment with the district, all sick leave bank days borrowed from the sick leave bank shall be paid back at the current salary rate per day borrowed from the last paycheck from the district.
7. Any employee that retires or terminates employment with the district shall be allowed to contribute up to twenty-five (25) days to the sick leave bank from their individual accumulation of sick days.

ARTICLE XXI – INCLEMENT WEATHER

Whenever the Board closes school due to inclement weather or an Act of God, Union members who are employed for a student year shall not be required to report to their job assignments; and all employees shall suffer no loss of salary. Calendar year employees shall suffer no loss of salary. Calendar year employees will report for work as soon as possible on days when school is closed due to inclement weather or an Act of God.

ARTICLE XXII – DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2010, and shall continue in effect through June 30, 2012. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If pursuant to such negotiations, an agreement on the renewal of modifications is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended for a specific period by mutual written agreement of the parties.

In witness whereof, the parties hereto have caused the Agreement to be signed by their respective representatives.

**Carney-Nadeau Educational Support
Personnel Association/MEA/NEA**

**Carney-Nadeau Board of
Education**

CARNEY-NADEAU SUPPORT STAFF

Salary

	<u>2010-2011</u>	<u>2011-2012</u>
Cust/Maint	16.56	16.81
Secretary	13.81	14.02
Media Aide	13.74	13.95
Educ. Aide	12.94	13.13
Head Cook	12.70	12.89
Asst. Cook	11.20	11.37
Custodian	12.87	13.06
Bus Driver	16.61	16.86
Extra Driving	12.41	12.60
Vocational Bus	11.88	12.06