

Master Agreement



between the

Camden-Frontier Educational Support Personnel 4C/MEA/NEA

and the

Board of Education

of the

Camden-Frontier Schools

2012-2013

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AGREEMENT

This Agreement, entered into this 1st day July 20~~09~~11, between the Board of Education of the Camden-Frontier School District, hereinafter called the Board and the Camden-Frontier Education Support Personnel Association MEA/NEA, hereinafter called the Association.

ARTICLE I BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, but not in conflict with the conditions of this Agreement, the right to:
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the school district.
 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the workforce and to lay off and recall employees.
 4. Determine their qualification and the conditions of continued employment.
 5. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 6. Adopt reasonable rules and regulations.
 7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, and amount of supervision.

B. Limits on Board Rights: The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

ARTICLE II RECOGNITION

A. Scope: The Board hereby recognizes the Association as the exclusive bargaining agent for all support personnel being paraprofessionals, playground aides, media technicians, school nurses, custodians, bus drivers, regular substitute bus drivers, secretaries, and other positions of a like nature, but excluding daily substitutes, the secretary to the Superintendent, the business manager, the head cook, the chief custodian, the bus supervisor and professional employees.

B. Terms:

1. The term "employee", singular and plural, as used hereafter shall refer to members of the bargaining unit as described above.
2. The term "Board" as used hereafter shall refer to both the Board of Education and the Administration and Supervision acting as its Agents.

ARTICLE III EMPLOYEE/ASSOCIATION RIGHTS

- A. Facilities: The Association shall have the right to use school facilities for meetings. The Association agrees to abide by Rules and Regulations established by the Board for use of school facilities. Dates must be approved by the Administration to avoid alternative use of facilities and disruption of service.
- B. Rights: No employee shall be directed or required to violate any law or regulation of the State of Michigan or the United States. Also no employee shall be discriminated against in respect to wages, hours, or conditions of employment because of the exercise rights granted by these same laws and regulations. All employees shall work together to foster an organizational climate envisioned by and predicated upon the Statement of Beliefs adopted by the Board. (Schedule K.) All employees shall be treated with respect.
- C. Official Business: Duly authorized representatives of the Association and its affiliates shall be permitted to transact Association business on Board property at reasonable times, provided that this shall not interfere with normal operations of the school and/or employees.
- D. Meetings: Necessary bargaining unit members shall be released from normally assigned duties without loss of pay to attend meetings scheduled by the Board with the Association if it is held during the employee's work hours.
- E. Leave Time: A total of forty hours paid leave time per year shall be granted to the Association leaders to participate in Association activities.
- F. Personal Life: The private and personal life of an employee is not within the appropriate concern or attention of the Board, provided it does not interfere with the work performance of the employee.

- G. If the Board offers an early retirement incentive to the CFESPA, it will be done prior to April 1st.
- H. To facilitate a regular means of problem solving and communication, the District will hold a meeting every month with both of the local Association Presidents. At this meeting all parties will come with an agenda of concerns and all parties will actively seek solutions to said concerns. The meeting shall not be held during the contractual working hours of either Association President.
- I. Employees will be paid 24 pays per school year with adjustments made for hours worked or not worked on the following pay check. Pays will occur on the 10th and 25th of every month.
- J. Employee(s) who applies for the sub caller position selected by the Superintendent, and who subsequently accepts the responsibility for calling substitutes shall be paid \$2,500.00. To be paid out in equal amounts during the school year. The district will pay the employee and additional stipend of \$200.00 (\$20.00 per month for a period of 10 months beginning in September) to cover the cost of long distance calls. If no applicants are obtained from the bargaining unit after one (1) posting of this position, the Superintendent may select an individual outside the bargaining unit or a phone service to perform this duty at the pay rate listed above.
- K. If the Hillsdale ISD provides a substitute calling service, the district maintains the right to use the sub-calling service that is agreed upon through the HISD.
- L. Extracurricular Activities posting (schedule B teachers contract). All support staff shall be paid at the same rate as the teachers.

ARTICLE IV WORKDAY

A. Work Day/Work Week

The normal work week for full-time employees shall be eight (8) hours per day, five (5) days per week, Monday thru Friday, unless mutually rearranged between the Employer and the Employee.

B. Work Schedule

The normal work day schedule for all employees shall be established by the Employer based upon the Employer's determination of the needs and resources of the district and may be changed from time to time as deemed necessary and appropriate by the Employer, provided scheduling is consistent with the subcontracting language.

C. Breaks

Bargaining unit members shall be entitled to a fifteen (15) minute relief period for each four (4) hours of work. (Relief period to be taken approximately during the middle of the work period.)

D. Lunch/Dinner

All bargaining unit members whose job requires five (5) or more consecutive hours in one day will be entitled to a 1/2 hour paid duty free lunch period. Any current employee who works less than the 5 hours and currently has a lunch period will continue to do so.

E. Overtime

When the Employer determines that overtime is necessary, overtime shall be paid at the rate of 1-1/2 times the hourly rate as per schedule, provided the employee works at least a forty (40) hour week as directed by the immediate supervisor. Double time shall be paid for Sundays and Holidays. Overtime will be offered on a rotation basis, based on seniority. For safety reasons two (2) employees will work each overtime shift and on weekends.

F. Extra Work Time

All employees required by their supervisor, to work or attend meetings beyond their normal work time shall be paid their regular hourly wage for the extra work time or, at the supervisor's discretion, be permitted to "FLEX" their work time, accordingly.

G. Closings

On inclement weather days or other emergency situations when school is closed, Cooks, Aides, and Bus Drivers will not report to work unless requested to do so. All other employees will be expected to report unless notified otherwise. Those required to work will be paid their regular rate of pay for those hours worked. Those not required to work shall not be docked and will receive their regular pay for those days. Cooks or employees who have already begun their regular duties and are sent home, will be paid for the time on the job and the necessary time required to close down the position. We will abide by the current grace period as defined by the State School law. Employees who were required to work during a school

closing day, shall be paid for the make-up days they work. If employment is discontinued prior to the end of the school year, any prepaid wages will be deducted from the final paycheck.

H. Deviations

Deviations from the above work day rules, other than one day variations, shall be subject to agreement between the Employer and the Association.

ARTICLE V WORK YEAR

A. Work Year

The normal work year for school year employees shall be the student's school calendar. All employees will not lose work nor pay when a half student day is held. Employees will continue to work their normal daily schedule.

(Full Year) Those employees who work five (5) days per week twelve (12) months of the year.

(School Year) Those employees who follow the student calendar; and/or may work an additional one or two weeks prior to and/or following the student year.

B. Paid Holidays

Full year employees shall have ten (10) paid holidays per year. These days include: Fourth of July, Labor Day, Thanksgiving and day after, Christmas Eve and Christmas Day, New Years Eve Day and New Years Day, Good Friday and Memorial Day.

To receive holiday pay the employee must work the day before and the day after the holiday. If the holiday falls on a Saturday, then the preceding Friday shall be the holiday; if the holiday falls on a Sunday, then the Monday following shall be the holiday. Exceptions may be made upon the approval of the Superintendent.

C. Vacation Days

Only full-time employees will be eligible for paid vacations. Full-time employees for purposes of the vacation provisions are defined as those employees scheduled to work twelve (12) months per year and forty (40) hours or more per week.

Vacation time earned in the preceding fiscal year (July 1- June 30) will be credited on July 1 each year in accordance with the following schedule:

1 week after the first July 1 of employment

2 weeks after the second July 1 of employment

3 weeks after the seventh July 1 of employment

4 weeks after the twelfth July 1 of employment

For each year worked beyond twenty (20) years the employee shall earn an additional vacation day.

The credit issued on July 1 will be prorated for newly hired employees during their first year of employment.

For full time employees hired after 7/1/2010:

Vacation time earned in the preceding fiscal year (July 1-June30) will be credited on July 1 each year in accordance with the following schedule:

After one (1) year of employment	1 week
After five (5) years of employment	2 weeks
After ten (10) years of employment	3 weeks
After twenty (20) years of employment	4 weeks

D. Scheduling of Vacations

Vacations must be arranged in advance with the immediate supervisor, and will be scheduled during the year considering both the wishes of the employee and the efficient operation of the school system. Normally one employee may be on scheduled vacation, except in emergencies and/or circumstances that necessitate a full crew.

1. Vacation only applies to full-time employees.
2. Vacation time is earned on the employee's years of employment as of July 1st.
3. In the event an employee resigns, retires, or is laid off, the employee will be paid for unused vacation time earned in the preceding fiscal year and a prorated portion for the time earned up to the date of separation in the present fiscal year.
4. In the event more than one employee applies for vacation for the same period as another employee applied for vacation and it is not possible to grant both vacation requests, then the employee who first applied will be the one approved but approval shall also be based upon rotation.
5. Employees who do not use all their vacation time may carry over up to five (5) days into the next work year. An additional five (5) days of vacation time can be carried over into the next school year with written supervisor approval.

ARTICLE VI SUBCONTRACTING

- A. The right to contract or subcontract is vested in the Employer. The Employer agrees, however, that contract or subcontracting will not be utilized to perform bargaining unit work whereby bargaining unit members would be denied their regularly scheduled and normal working hours.

ARTICLE VII PERFORMANCE

- A. Training: During the probationary period the employee will be given the necessary inservice or training on procedures to be used to meet the Boards expectations of the assigned job responsibilities. Non-

probationary employees shall receive necessary in-service or training when they are assigned job functions not previously performed.

- B. Personnel File: All records of an employee will be maintained in a central personnel file. The employee shall have the right to review said records originating after initial employment. No material originating after the initial employment will be placed in the personnel file unless the employee has had an opportunity to review the material. If the employee believes the material to be placed in the file is inappropriate or in error the material will be corrected or expunged from the file, whichever is appropriate.
- C. Openness: All monitoring and observation of the employees' work shall be conducted in person and with full knowledge of the employee.
- D. Improvement of performance: A supervisor of the employee is free to make suggestions for improved performance to the employee at any time. If at any time a supervisor feels that any area of the employee's performance is less than satisfactory, the employee shall be informed in writing and given specific directions as to how to improve. Follow up will be provided. If there is no further mention of the problem within 30 days, it will be assumed the employee's performance has become satisfactory.
- E. Complaints: Any complaint by a third party, not in the direct supervisor chain between the employee and the Board will be brought to the attention of the employee in writing within three days of its occurrence if it is to be included in the record of the employee.
- F. Discipline: 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 drugs or intoxicants, 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 to the Union. Any complaint made against an employee shall be promptly called to his/her attention and a corrective procedure given to the employee.

A written notice of reprimand shall remain on an employee's record for no more than three (3) years from date of issue, provided that the specific conduct which warranted the reprimand has not been repeated.
- G. Representation: An employee shall be entitled to have present a representative of the Association during any meeting in which the disciplinary action will be taken or may lead to disciplinary action. When a request for such representation is made, all action shall cease until such representation can be present; provided that an employee may be suspended with pay, pending the presence of an Association representative, if the presence of the employee at the worksite would interfere with normal operations.
- H. Yearly evaluation: Once each school year each employee will receive a written evaluation of his/her job performance. After receiving this evaluation the evaluator will meet with the employee. If the evaluator believes improvements must be made, the reasons, therefore, shall be set forth in specific terms, as shall specific ways in which the employee is to improve. Failure to supply a yearly evaluation shall indicate satisfactory performance of the employee.

**ARTICLE VIII
SENIORITY**

- A. **Definitions:** Seniority shall be defined as the length of service within the district as a member of the bargaining unit from date of last hire. Accumulation of seniority shall begin from the bargaining unit member's first working day. 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 Period:** All new employees shall be probationary employees until they have completed 40 work days of employment. Any scheduled work days on which the probationary support staff employee is absent, shall serve to extend the probationary period. During the probationary period, the employee shall be represented by the Association for all purposes. A probationary bargaining unit member shall have no seniority until the completion of the probationary period at which time his/her seniority shall revert to his/her first day of work.
- C. **Seniority List:** The Employer will maintain an up-to-date seniority list showing the seniority of each employee. A copy of the seniority list will be posted on the appropriate bulletin boards. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior employee's name at the top of the list. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- D. Upon the yearly posting and distribution of the up-to-date seniority list, employees shall be provided twenty (20) work days to verify the accuracy of the list. All questions shall be directed to the Superintendent, with a copy to the Association, in writing with a brief explanation of the accuracy concern. If errors are found, they will be corrected and a new list shall be provided and distributed. The final list shall be approved by both parties and shall then be binding until the next annual list is updated, posted, and distributed.
- E. On the 30th substitute day of driving a bus driver will become a permanent substitute and be given that date as a seniority date and bargaining unit status for hiring purposes only. Members from this group will become eligible for permanent bus driver positions under provisions of Article IX. It is understood that permanent subs hired as permanent bus drivers will serve 30 calendar days of probation under Article VIII excluding summer vacation. Permanent substitute drivers will lose one day of substitute driving credit after three consecutive refusals to work, when physically able to drive, thus eliminating them from the seniority list.
- F. **Termination of Seniority:** Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.

**ARTICLE IX
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 wishes to fill.
- B. Within ten (10) work days of a vacancy(ies), the Board of Education shall decide to fill, change, or delete the position and shall apprise the Association in writing of its decision. Vacancy(ies) shall be posted in a conspicuous place in each building of the district for a period of ten (10) work days. 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 to the Superintendent in writing, within the ten (10) day posting period.

- C. The parties agree that any position whose characteristics listed in paragraph B above show significant change shall be reposted as a vacancy and be subject to the provisions of this Article. Significant change shall be defined as: a 25% or greater change in hours, change in classification, shift change (except in summer), change in benefits.
- D. Vacancies shall be filled on the basis of competency, qualifications, experience, and seniority of the individual. When qualified bargaining unit members apply for a position the member with the most seniority shall be awarded the position. For purposes of this Contract, the term "Qualified", or "Qualifications", shall be interpreted to mean the employee possesses the minimum skills and abilities to perform the tasks required by the position. Previous satisfactory performance in the position shall constitute minimal skill and/or ability to perform.
- E. When the Board reaches a decision, each applicant shall be so notified in writing with a copy being forwarded to the Association.
- F. In the event of transfer from one classification to another, the employee shall be given a forty (40) work day trial period in which to show his/her ability to perform the new job. The employee shall not lose his/her work experience wage step when moving to the new position; however, during the forty (40) work day trial period, the regular rate of pay for that position, at the employee's current experience step, shall be reduced twenty-five (25) cents per hour. Any scheduled work days on which the probationary support staff

employee is absent, shall serve to extend the probationary period. Within the forty (40) work day trial period if the employee is unable to demonstrate his/her 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.

- G. The bargaining unit member shall remain in any new classification assignment for the remainder of the school year before being eligible to apply for another transfer unless conditions prevail where a change would be in the best interest of the Board and/or the bargaining unit member.
- H. When an employee is asked to substitute for or is temporarily assigned to another position during the employee's regularly scheduled work time, the rate of pay shall be the higher of: the employee's regular rate of pay or the pay rate of the substituted position. Substitution in another classification outside of an employee's regularly scheduled hours shall be paid at the step of the employee's regular position, but using the substituted classification pay schedule. Substitutes shall be chosen by seniority from within the classification before going to outside sources. Custodians shall have first choice to work a different shift instead of hiring a substitute.
- I. In the determination of assignments and transfers, the convenience and wishes of the individual employee will be honored to the extent that these considerations do not conflict with the requirements and needs of the district.
- J. Both parties agree that when there is extra work that is in addition to the regular classification hours/days, such as summer school or extra duty, that the following provisions will be made:
- All positions will be posted.
 - Posting shall list the legal/grant requirements and hours to be worked.
 - Rate of pay will be by classification according to the 2006-2009 Agreement.
 - Both seniority and legal requirements will be considered when granting positions.

ARTICLE X LAYOFF AND RECALL

- A. In the event a layoff situation develops, the Board will decide the reduction or elimination of positions within the various classifications, and agrees that the procedure will be as follows:
- B. Notice of Layoff. No employee shall be permanently laid off unless the employee shall have been notified of the layoff at least 30 work days prior to the effective date of the layoff.
- C. Layoff Procedure. In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members, then the least senior bargaining unit members in the classification necessary to achieve the desired reduction. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who have the qualifications for a vacant or newly created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit

member. An employee must exercise the right to assume certain positions by written notice to the Superintendent or his designee within 5 work days after receipt notice of position reduction. The employee shall not lose his/her work experience wage step when moving to a new position.

In the event of a reduction in the work hours, bargaining unit members with the greater seniority may use same to maintain the normal work schedule by displacing bargaining unit members with less seniority on the work schedule.

In no case shall a reduction of any bargaining unit member's work hours take effect until 10 working days after written notice to the affected bargaining unit member(s) is given by the Employer. An employee must exercise seniority rights under this section by written notice to the Superintendent or his designee within 5 work days after receipt of a reduction in hours notice.

- D. Benefits. For the first 30 days of such layoff all fringe benefits will be continued by the Employer. Laid off bargaining unit members may continue their insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer.
- E. Substitute Priority. A laid off employee or a working bargaining unit member, shall, upon application, be granted priority status on the substitute list according to his/her seniority, provided the laid off employee has the qualifications and ability to perform the work. A laid off employee who repeatedly (five (5) times or more) refuses substitute work, after application, may be removed from the substitute list.
- F. Recall. When the work force is increased after a layoff, employees will be recalled by seniority, with the most senior employee being recalled first, provided the employee has the qualifications to perform the work. Employees shall not be required, however, to accept recall to a classification other than that from which they were laid off. An employee who accepts recall to a classification other than the classification held when laid off, or moved to another classification due to reduction in staff shall have the right over the least senior person to fill the first vacancy in the former classification. An employee who accepts recall shall not lose his/her work experience wage step. Recalled employees shall be returned, as much as possible, to the same or similar position at the same pay, same step, and same benefit level.
- G. Notice of Recall. Notices of recall of employees on permanent layoff shall be sent by certified or registered mail to the last known address as shown on the Employee'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 a current mailing address. An employee on permanent layoff shall be given at least 10 work days from receipt of notice 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 specified period above.
- H. Qualifications as defined in Article IX, Section C, "Vacancies, Transfers, and Promotions."

ARTICLE XI
LEAVE

- A. Each C.F.E.S.P.A. employee shall be granted thirteen (13) leave days per year, accumulative to one hundred fifty (150) days. Twelve month employees shall receive one (1) additional day per year for a total of fourteen (14). Leave is not to be used on the day before or after a school holiday, vacation period, or other school recess, nor the last full week (and subsequent partial week) of the school year.

Leave shall be defined as follows:

1. Personal illness of the employee.
 2. Critical illness in the immediate family. The immediate family is defined as follows: spouse, mother, father, brother, sister, son, daughter, step children or foster children.
 3. Death of relative.
- B. Funeral leave for a relative up to a maximum of two (2) days per year not to be deducted from the thirteen or fourteen (13 or 14) paid leave days. Relative is defined as mother, father, brother, sister, spouse, son, daughter, grandparents, grandchildren, and in-law relatives in the above listed relationships. An employee may augment two (2) funeral days with the use of leave days, upon approval of the Superintendent.
- A. No more than one member from each of the following groups on leave on any given day unless approved by their Supervisor. (Bus drivers), (Custodians and Cooks), (Secretaries and Aides).
 - B. One week prior notice is required unless it is an emergency.
 - C. Exceptions to the above may be made for extenuating circumstances upon approval of the Superintendent.
- C. Employees required to report for jury duty during working hours shall be released with pay provided they return to the District any earnings received for jury duty, less monies reimbursed for expenses.
- D. All employees who have been employed by the Camden-Frontier School District for a total of fifteen (15) years or more shall receive, when they resign from employment at Camden-Frontier School District, payment for accumulated leave. The payment shall be equal to $\frac{3}{4}$ of their accumulated leave days times their pay rate per day at the time of resignation. If the employee dies, his/her accumulated leave payment will go to his/her surviving designated beneficiary.
- E. It is expressly understood that the Employer is responsible for the hiring of substitutes for employees on leave.
- F. An Association member may voluntarily transfer, at his/her discretion, leave days to another association member who has exhausted all of his/her leave time due to illness.

ARTICLE XII
UNPAID LEAVES

- A. Following two (2) years of employment, an Association member may request, and upon approval of the Board, be granted a leave of absence without pay, not to exceed one (1) year, subject to renewal at the discretion of the Board, for:
1. Serving in any elected or appointed position, public or private,
 2. Or child care leave,
 3. Illness leave (physical or mental),
 4. Prolonged illness in the immediate family
 5. Educational leave,
 6. Military leave
 7. Other
- B. Requests for leave of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave.
- C. Application for return from leave shall be filed with the Superintendent of Schools not later than thirty (30) days prior to the expiration of the leave.
- D. Requests for extension must be submitted in writing thirty (30) days prior to the expiration of the leave.
- E. Upon return from leave, the Association member shall be returned to the position he/she held at the time the leave of absence was granted, or to a similar position to which his/her seniority and qualifications entitle him/her.
- F. Mandatory Leaves of Absence
5. A leave of absence of up to one year shall be granted to any employee who has completed the probationary period and because of personal illness has exhausted all leave, to allow him/her to recover and return to work. The employee shall give the Superintendent 5 days notice that his/her health permits him/her to return to work. A statement from a physician may be required to verify the employee's fitness for work.
 6. Upon the recommendation of a physician, a health leave shall be granted for a specific period of time, up to one year, for a prolonged illness in the family of the employee.
- G. Following one year of employment and upon request, an employee shall receive up to twelve (12) weeks unpaid Family Medical Leave. In conformance with the Family Medical Leave Act, the employee shall continue to receive his/her usual fringe benefits, paid by the employer, during this leave.

**ARTICLE XIII
GRIEVANCE PROCEDURE**

- A. Definition. A grievance shall be defined as an alleged violation, misapplication, or misinterpretation of the Agreement.
- B. Informal Step. If the Association or an employee believes there is a grievance it shall informally discuss it with the immediate supervisor within 10 days of the knowledge of the alleged grievance. If this informal discussion fails to resolve the grievance within a five day period, a formal written grievance may be filed with the Association and the Superintendent within 10 days of the informal discussion with the immediate supervisor.
- C. Formal Step. Within 10 days of receiving the grievance, the Superintendent shall hold a hearing regarding the grievance. A written decision regarding the grievance shall be furnished to the grievant and the Association within 10 days of the conclusion of the hearing.
- D. Board. If the decision of the Superintendent is not satisfactory to the grievant or the Association it may be transmitted to the Board of Education within 10 days of receipt. The Board of Education shall schedule a hearing within 30 days. The Board shall render a decision in writing and transmit it to the grievant and the Association within 10 days of the conclusion of the hearing.
- E. Arbitration. If the Association is not satisfied with the disposition of the grievance by the Board it may within 20 days refer the matter for arbitration to the American Arbitration Association. The rules of the American Arbitration Association shall apply for the arbitration process.
- The decision of the arbitrator shall be final and binding on the parties, and forthwith placed into effect.
- F. Association representation. An employee shall be entitled to association representation at all steps of the grievance procedure. If an employee chooses to process a grievance without association representation, a representative of the Association may be present.
- G. Time limits. All time limits specified in this Article shall refer to scheduled work days. Should the employee or the Association fail to abide by the limits, all further proceedings on the grievance shall be barred. If the Board fails to abide by the time limits the grievance will move forth to the next level.
- H. Intent. All parties to this Agreement shall make an earnest attempt to dispose of the grievance at the lowest possible level. Neither party may raise a new defense at arbitration which was not raised at an earlier level.
- L. Cost. The cost of arbitration shall be borne equally by the parties, except that each party shall assume its own cost for representation including any expense of witnesses.

**ARTICLE XIV
NEGOTIATION PROCEDURES**

- A. Terms and Conditions: It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided.
- B. Procedures: Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating committee.
- C. Final Agreements: There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this agreement shall be printed at the expense of the Employer after the agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Association 5 copies of the agreement without charge to the Association.

**ARTICLE XV
ASSOCIATION SECURITY**

- A. Membership. Employees shall have the right to join or not the Association. Neither party to this agreement shall exert or put pressure on or discriminate against an employee because of membership or non membership in the Association.
- B. Proration. Association dues and fees shall be prorated for any employee commencing after or terminating previous to the end of the school year. Such proration shall be on the number of months in which the employee worked in relation to the ten months, September through June.
- C. Membership. All employees who are not a member of the Association in good standing or who do not make application within thirty days of the ratification of this agreement or within thirty days from the date of employment shall as a condition of continued employment pay to the Association a Representation Benefit Fee, not greater than the dues collected from members.
- D. Fees. In the event the employee does not pay such fee directly to the Association or authorize payment through the payroll deduction program herein provided the Association shall notify the employee of non-compliance. Said notice shall detail the non-compliance, shall provide ten days for compliance, and further advise the employee that a request for wage deduction may be filed with the Board in event compliance is not effected.
- If the employee fails to comply, the Board shall, upon the request of the Association, make the deduction from wages of the employee and transmit same to the Association.
- E. Objection. The Association has established a "Policy regarding Objections to Political and Ideological Expenditure." This policy and administrative procedures pursuant thereto, applies to non Association member employees. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including administrative or judicial review thereof, shall have been availed of and exhausted by the objecting employee concerning the application or interpretation of this Article shall be subject to any outside administrative or judicial procedures.
- F. Procedure. Because of certain requirements established by the courts, it is acknowledged that the amount of fee charged non-members along with other required information may not be available and transmitted to non members until mid school year. Consequently it is agreed that the procedures outlined will not be activated for thirty days following the Association notification to the non members fee for the year. It is agreed that the employee is obligated for the entire annual fee.
- G. Save Harmless. The Association agrees to hold the Board harmless against any claims, suits or other forms of liability that may arise out of or by reason of the Boards compliance with this Article, provided the Association shall have the option of choosing legal representation which shall represent the Association and the Board in any litigation.
- H. Deduction. Employees may authorize payroll deduction of Association dues or fees. Deductions shall be made in equal amounts, as nearly as possible, from paychecks of employees so the full dues amount will be deducted. Deductions will convene in September and conclude in June. Amounts deducted shall be transmitted to the Association within five days of deduction.

~~I. The Board agrees that it will not privatize any classification covered by this agreement for its duration (2009/2010 school year).~~

ARTICLE XVI
INSURANCE

The Board shall provide to full time employees a choice of PAK A (MESSA Super Care 1), PAK C (MESSA Choices II) or PAK B (for those not electing health coverage) described below for a full twelve (12) month period for each year of this agreement for the employees and their eligible dependents as defined by MESSA, including sponsored dependents.

- Effective October 1, 2009 all members of the CFESPA who are enrolled in any district sponsored health insurance (eg: currently MESSA SuperCare I or Choices II) shall be responsible for paying all premium in excess of the board capped cost of \$1,200.05 per month.
- Should the monthly premium go above or below the cap then the member contribution will go up/down in equal amounts.
- The parties agree that premium contributions will continue to be divided equally between 24 pays throughout the school year. The members shall bear no cost of administration or implementation of the plan as is already agreed to in the Master Agreement.
- Premium contributions will be based on single, 2 person or full family subscriber rates.

The Board shall reimburse members up to two hundred (\$200.00) dollars each year for out of pocket costs associated with prescriptions. Employees must turn in receipts that clearly show the member(s) name and dollar amount. All other personal information (including the name of the prescription) can be blacked out at the employees discretion. Reimbursement for prescriptions shall be done on the following schedule:

For reimbursement on or before June 30th of each year, receipts must be turned into the District no later than June 1. For reimbursement on or before December 15th of each year receipts must be turned into the District no later than November 15th.

1. PAK A with MESSA Choices II:

Health	MESSA Choices II \$200/\$400 In Network \$400/\$800 Out of Network
Rx	\$10.00/\$20.00
Long Term Disability:	66 2/3% \$2,500 maximum 90 calendar days modified fill Freeze on offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental:	80/80/80: \$1,000 80: \$1,300
Negotiated Life:	\$5,000 AD & D
Vision:	VSP 2 Silver

Members electing MESSA Choices II shall have the deductible fully reimbursed by the Board. Employees must **turn** in receipts that clearly show the member(s) name and dollar amount. All other personal information (including the procedure for example) can be blacked out at the employee(s) discretion. Reimbursements will be made on the next regular pay or within two (2) weeks whichever is longer.

Those working 35 to 40 hours per week will receive the following: PAK B

2. PAK B (no health insurance):

Delta Dental:	80/80/80: \$1,000 80: \$1,300
Negotiated Life:	\$10,000 AD & D
Vision:	VSP 2 Silver
Long Term Disability:	66 2/3%
	\$2,500 maximum
	90 calendar days modified fill
	Freeze on offsets
	Alcoholism/drug addiction 2 years
	Mental/nervous 2 years

The balance of the single subscriber health insurance premium amount remaining after deduction of the cost of PAK B may be used for cash payment or non-taxable options for PAK B participants. However, such balance cannot exceed \$1,300 per year. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All cost relating to the implementation and administration of benefits under this program shall be borne by the Board. To elect a tax-deferred annuity, the employee shall enter into a salary reduction agreement.

SCHEDULE A

Custodians		
STEP	2009-2010	2010-2011
1	\$12.00	\$12.00
2	\$12.83	\$12.83
3	\$13.63	\$13.63
4	\$14.47	\$14.47
5	\$15.79	\$15.79

Custodians		
STEP	2010-2011	2011-2012
1	\$12.00	\$12.00
2	\$12.83	\$12.83
3	\$13.63	\$13.63
4	\$14.47	\$14.47
5	\$15.79	\$15.79

Custodians (Hired after 7/1/2010)	
STEP	2010-2011
1	\$11.00
2	\$11.44
3	\$11.90
4	\$12.37
5	\$12.86

Custodians (Hired after 7/1/2010)		
STEP	2010-2011	2011-2012
1	\$11.00	\$11.00
2	\$11.44	\$11.44
3	\$11.90	\$11.90
4	\$12.37	\$12.37
5	\$12.86	\$12.86

1. The parties agree that Camden-Frontier E.S.P.A. will hold a minimum of **three (3)** ~~four (4)~~ full-time year long custodial positions.

2. The Board shall provide the custodians with a bulletin board to post information.
3. The Administration will attempt to provide a substitute for the second shift custodians if there are sporting events or other public events that will be held inside the school building. Administration will also attempt to find a substitute when more than one (1) second shift employee is absent or when one (1) second shift employee is gone for more than one (1) day.

SCHEDULE B

Aids and Cooks		
STEP	2009-2010	2010-2011
1	\$9.90	\$9.90
2	\$10.86	\$10.86
3	\$12.01	\$12.01
4	\$13.13	\$13.13
5	\$14.26	\$14.26

Aids and Cooks		
STEP	2010-2011	2011-2012
1	\$9.90	\$9.90
2	\$10.86	\$10.86
3	\$12.01	\$12.01
4	\$13.13	\$13.13
5	\$14.26	\$14.26

Aids and Cooks (Hired after 7/1/2010)		
STEP	2010-2011	
1	\$8.91	
2	\$9.27	
3	\$9.64	
4	\$10.02	
5	\$10.42	

Aids and Cooks (Hired after 7/1/2010)		
STEP	2010-2011	2011-2012
1	\$8.91	\$8.91
2	\$9.27	\$9.27
3	\$9.64	\$9.64
4	\$10.02	\$10.02
5	\$10.42	\$10.42

SCHEDULE C

Secretaries		
STEP	2009-2010	2010-2011
1	\$12.92	\$12.92
2	\$13.76	\$13.76
3	\$14.57	\$14.57
4	\$15.44	\$15.44
5	\$16.19	\$16.19

Secretaries		
STEP	2010-2011	2011-2012
1	\$12.92	\$12.92
2	\$13.76	\$13.76
3	\$14.57	\$14.57
4	\$15.44	\$15.44
5	\$16.19	\$16.19

Secretaries (Hired after 7/1/2010)	
STEP	2010-2011
1	\$11.63
2	\$12.60
3	\$13.10
4	\$13.62
5	\$14.16

Secretaries (Hired after 7/1/2010)		
STEP	2010-2011	2011-2012
1	\$11.63	\$11.63
2	\$12.60	\$12.60
3	\$13.10	\$13.10
4	\$13.62	\$13.62
5	\$14.16	\$14.16

1. The parties agree that Camden-Frontier E.S.P.A. will hold a minimum of one (1) full-time high/middle school secretary position which includes three (3) weeks before and three (3) weeks after the teacher calendar year.

SCHEDULE D

School Nurse/Media Technician		
STEP	2009-2010	2010-2011
1	\$12.52	\$12.52
2	\$13.31	\$13.31
3	\$14.10	\$14.10
4	\$14.88	\$14.88
5	\$15.65	\$15.65

School Nurse/Media Technician		
STEP	2010-2011	2011-2012
1	\$12.52	\$12.52
2	\$13.31	\$13.31
3	\$14.10	\$14.10
4	\$14.88	\$14.88
5	\$15.65	\$15.65

School Nurse/Media Technician (Hired after 7/1/2010)	
STEP	2010-2011
1	\$11.27
2	\$11.72
3	\$12.18
4	\$12.67
5	\$13.17

School Nurse/Media Technician (Hired after 7/1/2010)		
STEP	2010-2011	2011-2012
1	\$11.27	\$11.27
2	\$11.72	\$11.72
3	\$12.18	\$12.18
4	\$12.67	\$12.67
5	\$13.17	\$13.17

1. Dispensing of medicine to students shall be done in accordance with Section 380.1178 of the Michigan School Code.
2. The school-nurse position is a two (2) hours per day position.

SCHEDULE E

Transportation		
STEP	2009-2010	2010-2011
1	\$18.86	\$18.86
2	\$19.66	\$19.66
3	\$20.42	\$20.42
4	\$21.23	\$21.23
5	\$21.97	\$21.97

Transportation – Schedule #1		
STEP	2010-2011	2011-2012
1	\$18.86	\$18.86
2	\$19.66	\$19.66
3	\$20.42	\$20.42
4	\$21.23	\$21.23
5	\$21.97	\$21.97

Transportation (Hired after 7/1/2010)	
STEP	2010-2011
1	\$16.98
2	\$17.65
3	\$18.35
4	\$19.08
5	\$19.84

Transportation (Hired after 7/1/2010)		
STEP	2010-2011	2011-2012
1	\$16.98	\$16.98
2	\$17.65	\$17.65
3	\$18.35	\$18.35
4	\$19.08	\$19.08
5	\$19.84	\$19.84

Extra Runs \$10.00 per hour. \$11.50 per hour on weekends.

Payment for the three hours of cleaning bus will be at the regular hourly rate of pay – not sub pay.

- A. Bus drivers who work on holidays or weekends will be paid \$1.50 more per hour than the extra run rate.
- B. All bus runs will be put up for bid. Bus runs will be awarded, based on seniority. Once a driver is awarded a bus run, that run will become their permanent run. When a bus run becomes available, it will be put up for bid, and will be granted on a seniority basis.
- C. Sub Drivers will be paid at Step 1 hourly rate.
- D. The Board will pay for CDL License and bus driver physicals with the Board selecting the physician.
- E. Drivers will be provided the opportunity for extra trips as other employees are assigned overtime, on a rotation basis according to seniority, with the most senior driver with the least number of extra trip hours at that time posted at the top of the list. Extra trips will be posted in two week blocks, two weeks previous to the beginning of the period. The estimated length of the trip in hours will be included. Occasional trips of an unexpected nature occurring after the posting will be treated as occurring in the next two week period. Extra trips shall be reimbursed at a minimum of 3 hours. Drivers taking an extra trip shall have no pay deducted if they miss their regular run because of the schedule of the extra trip. When extra trips are scheduled so that the driver is out of the school district over meal hours they shall be reimbursed \$8.00 per meal. In order to receive the meal reimbursement, drivers will be required to provide a paid receipt before payment is made.
- F. Pre-School Run. The first right to substitute on a pre-school run goes to the most senior driver, and then on a rotation basis according to seniority to whomever does not have a noon run scheduled, unless he/she waive the right on a permanent basis for the full school year. In this case, it would then go to the next most senior driver.

*The drivers' work day will be the time of their runs and necessary time to perform non-driving functions. These non-driving functions shall be limited to 30 minutes per day.

Bus drivers will be paid the equivalent of one minimum extra trip for the normal beginning of new year bus cleaning. This is a once-a-year payment to be included in the pay following the last run of the school year.

- G. Drivers who report to work on a day that school has been delayed shall be paid one half (1/2) hour show up pay. This will not be in effect on days where school cancellation follows a two (2) hour delay.
- H. School buses will be started, by the supervisor (when available), at least fifteen (15) minutes prior to a scheduled bus run when winter temperatures reach twenty (20) degrees or lower.

**ARTICLE XVII
DURATION OF AGREEMENT**

~~The Board of Education agrees that it will not privatize any classification covered by this agreement for the duration (2010-2011 school year).~~

This Agreement shall be effective as of July 1, 201~~0~~¹² and shall continue in effect until the 30th day of June, 201~~1~~¹³.

Camden-Frontier Education
Support Personnel Association MEA/NEA

Camden-Frontier School District
Board of Education

By _____
President/Date

By _____
President/Date

By _____
Secretary/Date

By _____
Secretary/Date

By _____
MEA UniServ Director/Date

By _____
Superintendent/Date

Association Bargaining Team

Barbara Gerber
Roger Kirkingburg
Deborah Shiffler
Rose Westfall
Guy Russell
Clarence Wammes

Board's Bargaining Team

Scott Riley, Superintendent
Gordon Vincent, Board of Education
Mike Vondran, Board of Education
Dave LoPresto, Board of Education

ACCOUNTABILITY – ___ Unsatisfactory (often tardy) ___ Satisfactory (arrives on time)
___ Needs improvement (tardy sometime) ___ Above average (usually arrives early)

INITIATIVE – The ability to perform a job with a minimum of supervision. A measure of dependability, resourcefulness, responsibility and willingness to help and learn:

___ Shows little; buck passer; low productivity
___ Works with some urging; evades responsibility, waits to be told
___ Does some tasks on own; good judgment usually
___ Rapidly completes work on own; dependable and responsible; helps, likes to learn new things
___ Unsatisfactory ___ Needs improvement ___ Satisfactory ___ Above average

ATTITUDE

TOWARD JOB-Willingness to work; positive; eagerness to do a good job; cooperation; pride in position:

___ Unsatisfactory ___ Needs improvement ___ Satisfactory ___ Above average

TOWARD FELLOW WORKERS-Ability to get along; team work; accepts others ideas helpful; courteous; loyal:

___ Unsatisfactory ___ Needs improvement ___ Satisfactory ___ Above average

TOWARD SUPERVISION-Supportive; respectful; loyal; takes complaints to the right people; strives for a good public image; willing to follow directives:

___ Unsatisfactory ___ Needs improvement ___ Satisfactory ___ Above average

ABSENCES-Absences during this fiscal year through _____

___ Unsatisfactory ___ Needs improvement ___ Satisfactory ___ Above average

OBSERVANCE OF SAFETY RULES-Ability to comply with State Regulations and School Policy; use of common safety sense:

___ Disregards openly ___ Unsatisfactory
___ Disregards if unobserved ___ Needs improvement
___ Observes most rules ___ Satisfactory
___ Observes all rules; is alert to safety ___ Above Average

ALERTNESS AND CREATIVITY-Measure of learning ability; problem solving; imagination:

___ Slow to catch on; unimaginative ___ Unsatisfactory
___ Requires repeated instruction; has an occasional idea ___ Needs improvement
___ Average understanding and imagination ___ Satisfactory
___ Quick learner; problems solver; good imagination ___ Above Average

PERSONAL APPEARANCE/FITNESS-A measure of personal cleanliness, dress, ability to work with moderate fatigue:

___ Untidy; careless of personal appearance
___ Tires easily; no pep; slow
___ Generally neat and clean ___ Unsatisfactory
___ Meets physical job requirements ___ Needs improvement
___ Careful about appearance; a professional look ___ Satisfactory
___ Energetic; seldom tires ___ Above Average

MEETING DEADLINES-Ability to complete work as scheduled by supervisor:

___ Always behind ___ Unsatisfactory
___ Often behind; needs reminders ___ Needs improvement
___ Sometimes on schedule ___ Satisfactory
___ Meets deadlines ___ Above Average

COMMENTS: _____

Employee's Signature

Supervisor's Signature

APPENDIX B
GRIEVANCE REPORT FORM

(1 of 2)

Grievance # _____ School District _____ Distribution of Form

Grievance Report
Submit to Principal in Duplicate

1. Superintendent
2. Principal
3. Association
4. Teacher

Building	Assignment	Name of Grievant	Date Filed
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Step I

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature

Date

D. Position of Grievant and/or Association _____

Signature

Date

Note: Continued

Step II

(1 of 2)

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

C. _____

Signature

Date

A. Position of Grievant and/or Association _____

Signature

Date

Step III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

Step IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature

Date