

2010-2011

AGREEMENT

BETWEEN THE

**SOUTHWESTERN MICHIGAN EDUCATION
ASSOCIATION**

Otherwise known as:

(CESPA)

**CONSTANTINE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

AND

**CONSTANTINE PUBLIC SCHOOL
DISTRICT**

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JOB DESCRIPTIONS

The Employer and the Union shall participate on a committee composed of an equal number of CESPAs and Employer representatives for the purposes of establishing job descriptions that shall be subject to ratification by both the Board of Education and the Union.

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made as of the date hereinafter set forth by and between the CONSTANTINE PUBLIC SCHOOLS, Constantine, Michigan, acting by and through its Board of Education (“Employer”) and the South Western Michigan Education Association, hereinafter called the “SMEA”, and its respective affiliate, the Constantine Educational Support Staff Employees, hereinafter referred to as “CESPA”. The signatories shall be the sole parties to this Agreement.

ARTICLE I

PURPOSE AND RECOGNITION

- 1.1 **Purpose.** The general purpose of this agreement is to promote orderly and peaceful relations between the employer and the employees for the mutual benefit of the public, the employer, the union, and the employees.
- 1.2 **Recognition.** The employer recognizes the union as the sole and exclusive collective bargaining representative shown in regard to wages, hours, and other conditions for all regular employees in the following departments:

<u>Department</u>	<u>Classification</u>
Facility Support	Custodial Maintenance
Educational Support	Educational Assistants Technical Educational Assistant
Mechanic	Lead Transportation Support Fleet Technician

- 1.3 **Other agreements.** This agreement shall supersede any rules, regulations or practices of the employer which are contrary to or inconsistent with its terms.

ARTICLE 2

UNION RIGHTS AND RESPONSIBILITIES

- 2.1 **Union Rights.** The union shall have in addition to other rights expressly set forth herein the following rights:
- A. Duly authorized representatives of the SMEA/CESPA shall be permitted to transact necessary official business outside the regular workday. Should it be necessary to conduct union business during the work day it may be allowed only with the permission of the immediate supervisor(s) of the affected CESPA members.
 - B. Upon proper notification of the building administrator or Supervisor, the employees in the bargaining unit shall be permitted to use school equipment, including typewriters, word processors, computers and GroupWise (subject to the District's Acceptable Use Policy), copiers, and other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable cost of all materials, repairs, and supplies incident to such use and at times that do not interfere with instruction or normal school operations.
 - C. The Association shall have the right to post notices of its activities and matters of SMEA/CESPA concern on a designated CESPA bulletin board within each building, at least one of which shall be provided in each school building. The SMEA may use the CESPA employee mailboxes for communication to its members. No CESPA member shall be prevented from wearing the insignia, pins, or other identification of membership in the Association either on or off school premises unless it becomes a disruption to the educational process.
 - D. The Board agrees to furnish to the Association, in response to written Freedom of Information (FOIA) requests, information concerning the financial resources of the district, together with information which may be necessary for the Association to process any grievance. Cost for these information requests shall be in compliance with the Freedom of Information Act. The costs for copies made under this information request shall not exceed .10 cents per copy. Complete copies of the minutes of the Board meetings shall be available on the district website.
 - E. **Meeting Facilities.** The use of school meeting facilities at reasonable hours for meetings of bargaining unit employees provided that such use shall be without cost to the employer and shall not interfere with community or educational use of the facilities. The union agrees to comply with all rules and regulations established by the employer for use of school facilities.

- F. **Employee Communications.** The union shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof. All union materials shall bear the name of the union and the name of the person authorizing the posting or distribution thereof. No union materials of any kind shall be displayed on or about the physical facilities of the employer except on the designated bulletin boards and no displayed materials shall be derogatory to the employer or to any employee. The union shall save and hold the employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of such materials.
- G. **Employer Communications.** The Employer agrees to communicate and provide the Union's President the most current and new member information (by September 15 each year and on a monthly basis whenever there are changes) via electronic transmission of the following: Member names, addresses, rate of pay, and hire date. Also, whenever a **vacancy posting**, leave, transfer, or new hire occurs, the District Business Office will notify the Unit President within five (5) business days of the occurrence.
- H. **Lockers and Washrooms.** The Employer agrees to provide a locker or area to lock and secure personal belongings of each CESP member. The Employer shall provide washroom facilities for all employees covered by this Agreement. In the event of a dispute between the Employer and the Union relative to the adequacy of such facilities, the said dispute shall be resolved according to terms of the contract enforcement procedure listed within Article 8.
- I. **Telephones.** Telephones shall be available for bargaining unit employees' use at all times for emergencies or school business purpose.

2.2 **Union Responsibilities.** The union shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities

- 2.21 **Union Representatives.** The union shall promptly notify the employer (Superintendent's office) in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.
- 2.22 **Concerted Activities.** The union agrees that until a new agreement is executed that:
 - A. It will in good faith cooperate with the employer in attempting to assure that reasonable work standards, schedules, and the rules and regulations of the employer are complied with and
 - B. That it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the employer.

2.23 **Union Activities.** Except by the express agreement of the employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any union activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the union from having such reasonable contact with members of the union as shall be necessary to ascertain that the terms of this agreement are being observed.

2.3 **Union Security.**

2.31 **Employee Representation.** Each employee shall have the right to freely join or refrain from joining the union. No employee shall be discriminated against by reason of joining or refusing to join the union. The union is required by law to represent all employees in the bargaining unit fairly and equally and without regard to an employee's union membership. Therefore, a representation fee to be used for the purpose and on the conditions herein set forth shall be deducted from the pay of each employee without any separate employee authorization.

Deductions for Professional Dues

- A. CESPA employees shall within thirty (30) days of employment, sign and deliver to the Business office an assignment authorizing deduction of membership dues of the Association or pay a legally permissible service fee in accordance with Section B of this Article.
- B. It is recognized that, because of religious conviction or otherwise, some CESPA employees may object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense, which is appropriately shared by all CESPA employees who are beneficiaries of such agreements.
 - 1. **Service Fee.** Each employee in the bargaining unit who is regularly employed to perform CESPA classified work shall, on or before thirty-one (31) days from the commencement of duties, either (a) join the Association and pay Association dues or (b) pay a service fee to the Association. The service fee shall be determined in a legally permissible manner and shall not exceed the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law.
 - 2. **Deduction of dues and service fees.** The employee may authorize payroll deduction for such dues or service fees. In the event an employee shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the

employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as possible, from the regular paychecks of employees.

3. Non Payment. The procedure in all cases of non-payment of the service fee shall be as follows. The Association shall notify the employee of non-compliance by personal service and/or certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event compliance is not affected.
 - a. If the employee fails to remit the service fee or authorize deduction for the same, the Association may request the Board to make such deduction pursuant to the provision above.
 - b. The Board shall, upon receipt of request for involuntary deduction, provide the employee with an opportunity for a timely due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized appropriate payroll deduction.
 - c. The Board and the Association may mutually agree in writing to withhold and/or suspend involuntary wage deduction, and/or to place any involuntary wage deductions into an escrow account pending any legal challenges.
 - d. An employee who elects to pay a service fee in lieu of joining the Association shall be afforded the same representation rights as are extended to Association members.
4. MEA Policy. Pursuant to *Chicago Teachers' Union vs. Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to employees who are not members of the Association. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.

- C. The Board agrees promptly to remit to the Association within 14 days all monies so deducted, accompanied by a list of CESPAs employees from whom the deductions have been made.
- D. A CESPAs member employed by the Board after the beginning of school in September of the then current school year shall begin payment of membership dues or representation fees in the month in which he/she is employed and continue through June. The monthly rate for partial-day or partial-year employees shall be pro-rated on the basis of time worked.
- E. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any CESPAs employee for the amount of any deduction deducted by the Board and paid to the Association, which deduction is in error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions.
- F. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this article, shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. Upon settlement of the dispute the Board will make suitable adjustment of all further paychecks to insure the SMEA receives all monies due under the settlement. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- G. The Association will save the Constantine Public Schools, Board, past and present members of the Board, and past and present administrative employees, harmless from any and all costs including witness and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed, including unemployment compensation costs and attorney fees or otherwise to which any of them may be liable by virtue of enforcing the provisions of this Article.

ARTICLE 3

EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 Employee Conduct and Discipline.

- 3.11 **Employee Conduct.** Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include the following:
- A. The performance of all duties with reasonable diligence and in a professional manner.
 - B. The prompt notification of the employer of any physical, mental or job related injury of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge his/her responsibilities.
 - C. The prompt notification of the employer of any condition in the physical facilities of the District which may cause injury or damage, or which may be required to be corrected in order to provide proper maintenance.
 - D. The prompt notification of the employer of any misuse, abuse, or illegal use of any of the physical facilities of the District for which the employee has responsibility.
 - E. The avoidance of tardiness or absence, and the prompt reporting of any such tardiness or absence to the employer.
 - F. Compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this agreement including rules and regulations which may be from time to time adopted by the employer, which rules shall be conclusively deemed to be reasonable if no objection thereto has been filed in writing by the union within ten (10) days after posting of changes to board policy or employer rules.
- 3.12 **Disciplinary Action.** Any employee who does not maintain proper standards of conduct and work performance shall be subject to such disciplinary action as the employer shall determine, including, but not confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge. Discipline (except as the seriousness of an offense in the opinion of the employer shall otherwise require) shall be progressively applied. An employee shall have the right to defend him/herself in any disciplinary proceedings and shall not be disciplined, reprimanded or reduced in rank without just cause.
- A. **Association Representation.** A CESP member shall, upon request, be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken

with respect to the CESPAs member until such representative of the Association is present. The Association shall not unreasonably delay a meeting for a particular Association representative to be present. For purposes of this article unreasonable shall be defined as a period of more than two days. Should disciplinary action be likely to occur at a given meeting, the CESPAs member shall be advised in advance of the said meeting of said possibility and be advised by the Employer of the right to representation under this provision of the Master Agreement.

3.2 **Personnel Files.** The Employer shall establish and maintain a single official personnel file for each employee in accordance with the following guidelines:

- A. An employee shall have the right upon prior request to review the contents of his/her personnel file. A representative of the union may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the employer.
- B. An employee shall be notified if the employer intends to insert any materials in the personnel file which adversely reflect on the character of the employee's services.
- C. Within ten (10) days following notice of the intention to insert such adverse material, an employee may request a meeting with the employer. Prior to the meeting, the employee shall be furnished a copy of the material for review. If the objectionable material is not-withdrawn or modified in a manner satisfactory to the employee and the employer, the employee shall have the right within 10 days following the conclusion of the conference to have inserted in the personnel file a statement concerning such material.
- D. Documented verbal warnings shall not remain in an employee's personnel file for more than twelve (12) months.

3.3 **SAFETY**

- A. The Employer shall make reasonable provision for the health and safety of its employees during the hours of their employment. The employer will cooperate with the union in investigating health and safety conditions and will carefully consider any recommendations made by the union in respect thereto. The union will cooperate in assisting and maintaining the employer's rules regarding health and safety.

ASSAULT

- A. If an employee, acting in the line of duty, is assaulted as defined by The School Code and District Policy, the incident shall be immediately reported to the immediate Supervisor.

- B. An employee who is injured or harmed by a student's act, while the employee is acting in the line of duty and the student is under the jurisdiction of the District, the employee will follow all guidelines and procedures for a work related injury, including completing the Employee Injury Report.

HAZARDOUS MATERIALS

- A. Each CESPAs employee shall be notified of the location of the Hazardous Material Information Binder (as required by MIOSHA) for each building. In addition each building shall be furnished with the proper equipment for the disposal of Hazardous materials that include blood born pathogens. Examples include diaper pails, hazardous material bags and vomit kits. CESPAs employees shall be trained on the disposal and handling of such materials annually.

PROPERTY DAMAGE

- A. In the case of the destruction of the employee's property by a student(s) while an employee is acting in the line of duty and while the student(s) is under the school's jurisdiction, causing damage to the employee's clothing (such as ripped or torn clothing) and/or glasses, Prosthetic devices (e.g. hearing aides), the District shall reimburse the affected employee for reasonable and customary loss after the employee has appropriately completed an Incident Report and submitted documents to support reimbursement and the items are not covered by other insurance. Such damage shall be reported immediately to their immediate supervisor in which such damage occurred. Damage reimbursement to clothing shall be limited to \$50.00 per incident. The District will not reimburse for loss or damage to jewelry.

3.4 Employee Rights and Responsibilities.

Round Table. When reasonably requested by either party, a meeting shall be held with employee representatives from a classification; The CESPAs President, the immediate supervisor, and other administrators for the purpose of reviewing issues, suggestions, strategies or concerns for the parties. The meetings shall not replace the grievance or negotiation procedures but are to facilitate employee/employer cooperation. No more than three (3) employees from a classification will attend unless agreed to by the Employer. Additional meetings may be called by the Employer as deemed necessary with any classification group.

ARTICLE 4

MANAGEMENT RIGHTS

The Employer has the final responsibility for the direction and control of all aspects of the affairs of the school district and except as otherwise expressly provided in this agreement, the employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and constitution of the State of Michigan or of the United States of America and all rights and powers to manage, utilize and direct the activities of its employees.

ARTICLE 5

DUTIES AND WORK PROCEDURES

- 5.1 **General Duties.** The general duties of each employee shall include those activities within the employee's work classification which may be from time to time assigned by the employer.
- 5.2 **Work Scheduling.** The beginning and end of the work week and work day shall be as scheduled from time to time by the employer, provided, however, that an employee shall receive reasonable notice of any change in work schedule and the right to mutually agree. Identifying the hours constituting the regular work week shall not constitute a guarantee of hours.
- 5.21 A. **Facility Support Staff:** The regular work week shall be (Monday – Friday) and shall consist of forty (40) hours. Time and one half (1 ½) shall be paid for all hours worked in excess of forty (40) hours in any one payroll week beginning Monday – Friday. All hours beyond forty (40) in weekly pay period, must have prior approval of the employee's immediate supervisor. In a part-time position, the hours will be mutually agreed upon by both individual employee and the administrator.
- B. There shall be one (1), fifteen minute rest break for each four (4) hours worked per day which shall be duty free. Full time staff (for purposes of this article those employees working no less than twenty (20) hours per week) shall be provided a thirty (30) minute paid lunch period.
- 5.22 A. **Educational Support Staff:** The regular work week shall be (Monday – Friday) and each work day shall be seven (7) hours of work per day or 35 hours of work per week (Monday – Friday) up to 40 hours.
- In part-time positions (assignments 34 hours or less in length per week), the hours of the work schedule will be determined by the administrator.
- The work day may be interrupted by a paid lunch period of 25 minutes and a duty free rest period of 15 minutes for each 3 ½ hours worked daily. The employee's supervisor will approve this schedule so as not to interfere with the operation of the educational process. When Educational Support Staff are requested to work beyond their normal assigned times they will be paid straight time for the additional work, up to forty (40) hours worked per payroll week. Support staff will not be paid for volunteer hours worked when they are invited to participate in activities not part of their regular duties.
- B. During the summer months (non-instructional time) when the Employer becomes aware of the need for CESP members to perform medical health maintenance procedures on students, the Employer shall be required to post the position as a new assignment (if it did not exist the prior year) no later than two weeks prior to the start of the instructional year. The posting of this

assignment shall be in accordance with Article 5.31 and the Employer shall fill it in accordance with Article 5.32.

In the event the instructional year has started and the Employer determines that it is necessary for a new position to be created requiring a CESP member to perform medical health maintenance procedures on students (such as catheterization of students) the Employer shall post the position in accordance with article 5.31. If the position is not filled in accordance with Article 5.32, the Employer may fill it with a new hire or the Employer shall assign and forcibly transfer the lowest seniority member of the bargaining unit (holding an assignment equal in hours to the affected assignment) to the medical health maintenance assignment.

A bargaining unit member who holds an assignment that becomes a medical maintenance Assistant Assignment and does not want to perform the assignment shall be allowed to bump into another Educational Assistant assignment. The bump shall affect the lowest seniority CESP member holding an assignment that is equal to, in hours, the affected assignment.

All affected CESP Educational Assistants that volunteer or are assigned to perform such duties shall be provided hands on training for such medical health maintenance procedures by a licensed medical provider, or a licensed trainer.

The Employer shall cover all costs incurred for the affected employees to be trained to perform the health maintenance procedure. The Employer shall fully comply with all the statutory regulations regarding the performance of the procedure and may assign a CESP member, if available, to be present when the procedure is performed. A copy of the appropriate medical and /or building procedures shall be provided to the affected CESP member.

(Negotiators note: An individual who currently holds a Health Maintenance Assignment and already performs a catheterization and a change occurs such as the addition of the requirement to suction a student; the affected employee shall be allowed to bump).

- 5.23 A. **Mechanics Full Time:** The regular work week shall be (Monday – Friday) and shall consist of forty (40) hours. It is understood that from time to time a temporary change in this regular schedule may occur due to emergencies, or inclement weather or activities that require the temporary change in schedule. Time and one half (1 ½) shall be paid for all hours worked in excess of forty (40) hours in any one payroll week beginning Monday – Friday. All hours beyond forty (40) in weekly pay period, must have prior approval of the employee’s immediate supervisor.

- B. There shall be one (1), fifteen minute rest break for each four (4) hours worked which shall be duty free. Full time Staff (for purposes of this Article those employees working no less than twenty (20) hours per week) shall be provided a thirty (30) minute paid lunch period.

5.3 **Vacancies and Transfers.** The Employer shall have the right to assign transfer or promote employees to vacant or newly created positions. "Vacancy" is defined as a newly created position or an opening which the Board intends on filling, created by a resignation, retirement, discharge or transfer to a non-bargaining unit position.

5.31 **Notice.** Notice of the availability of a position shall be posted on the Employer's GroupWise and on each building/ department's employee bulletin boards within five (5) business days of a vacancy the Board intends to fill. A department/classification employee shall have five (5) business days in which to make application during the school attendance year and ten (10) business days during the summer. During the summer, notices of all vacancies within a classification shall be sent to all CESPAs members via U.S. mail. A copy of all postings shall be given to the Union President.

Postings shall generally contain:

1. Title and classification of position;
2. Primary location of work;
3. Starting pay;
4. Hours;
5. Minimum qualifications; and
6. Other relevant information

5.32 A. **Qualifications and Bidding.** All CESPAs employees who accept a cross classification vacancy shall remain on the former classification seniority list as long as they are performing CESPAs work but shall no longer accrue seniority within the classification they leave. The CESPAs employee shall begin accruing seniority within the new classification on the first active day of employment with the new classification.

B. **Posting and Filling of Vacancies.** The Employer will fill a posted position within 20 business days after the close of the posting, when school is in session or notify the bargaining unit President of their intent to leave the position vacant. If two (2) employees from the classification are equally qualified, the most senior employee applicant shall be selected. If the Employer determines that an employee applicant and an outside applicant are equally qualified, the CESPAs employee shall be selected. For a CESPAs employee to be eligible, he or she must have performed satisfactorily in his or her present classification or position and must be qualified to perform the duties of the new classification or position.

- 5.33. **New Probationary Employees.** A new employee shall be on probation for 90 calendar days provided that at least 30 work days of such shall have been served while school is in session.
- 5.34 **Trial Period.** Each transferred or promoted employee shall be on probation for 60 calendar days, provided at least 20 work days of probation shall have been served while school is in session. The Employer recognizes that an employee should maintain his seniority status when they voluntarily or are involuntarily promoted or transferred within a classification. If during the sixty (60) day trial period, an employee that has been promoted or transferred at the employer's request does not qualify for the position or requests that they be returned to their previous position, the employee shall be returned to the position they vacated. If during the twenty (20) day trial period, when school is in session, an employee who has been promote or transferred at the employee's request does not qualify for the position or requests that they be returned, shall be returned to their former position with no loss of seniority.
- 5.35 **Other Transfers or Promotions.** The Employer may temporarily transfer or promote an employee for a period not to exceed 90 work days to cover temporary vacancies created by leaves of absence, illness, vacations and the like, or to transfer an employee to a different position within the classification he/she is regularly assigned. Upon completion of a voluntary or involuntary transfer (90 work days or less) the affected employee shall be returned to his/her original job assignment without loss of seniority, subject to the rights of other employees under this agreement.

Employees shall be paid the hourly rate of the position to which they are transferred, except that no employee shall be reduced in pay.

All transfers shall be reduced to written notice for all affected employees and a copy of this notice shall be sent to the CEPSA President.

- 5.36 **Notification of Assignment.** Educational Support Personnel will be informed of their assignments by letter prior to August 15th. (Unusual circumstances may alter this). Change in student enrollments may require adjustments in assignments after school begins.
- 5.37 **Unusual Duties.** If an employee is asked to perform work outside his or her normal duties, he/she may refuse if unable to perform said work and shall not be subject to disciplinary action.
- 5.4 **Jobs and Classifications.** The Employer may establish, modify, or eliminate existing classifications or positions, and establish such new or revised job descriptions, specifications, classifications and rates of pay as may be appropriate provided that the action is not directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee within the same

classification or position at more than one location with the district shall not constitute the modification or establishment of a new or revised job classification or position. The Employer shall meet with the union within 30 calendar days after the establishment of any new or changed job for the purpose of negotiating the rate and classification. The pay rate, when established, shall be retroactive.

5.5 **Productivity and Contracting.** The parties recognize the Employer's obligation to the public to maintain and preserve at a reasonable cost the physical facilities of the district. Accordingly, nothing in this agreement shall limit the right of the Employer to use such equipment, techniques and procedures or to contract or subcontract work as the Employer may determine to be in the best interest of the public provided, however, that this provision shall not be used for the purpose of undermining the union nor to discriminate against any of its members.

5.6 **Jurisdiction.** In addition to the rights of the employer set forth in other provisions of this agreement, the Employer shall have the right to use volunteers and to employ or otherwise engage the services of persons not covered by this agreement for the purpose of instructional training, job evaluation and experimentation, emergencies, or temporary help provided, however, that this provision shall not be used for the purpose of undermining the union nor to discriminate against any of its members.

5.7 **Notification of Absence.** An employee of this bargaining unit, if unable to report to work must notify their supervisor or the Superintendent's Office according to the following schedule:

First Shift Facility Support Staff and Lead Transportation Support Fleet Technician – At least 1 ½ hours before starting time.

Second & Third Shift Facility Support Staff – At least 2 (two) hours before starting time.

Educational Support Staff – At least 1 (one) hour before starting time.

The above guidelines are recognized as minimums and employees will give their supervisors as much advanced notice of an absence as possible.

ARTICLE 6

LAYOFF AND RECALL

- 6.1 **Determination.** If the Employer determines that the number of employees in a department is in excess of its current requirements, the employer may reduce the number of employees in a classification.
- 6.2 A. **Temporary Layoff.** If there is temporarily no work in an employee's classification or department, the least "senior" employee in the classification or department shall be the first laid-off.
- B. **Seniority.** Seniority shall be measured from the date an employee first performed services for the Employer within an employee classification. Employees continue to accrue classification seniority as long as they are performing services within a classification. Employees with seniority in multiple classifications shall only accrue seniority within the classification they are performing work but shall not lose seniority in the additional classifications. The school Superintendent shall provide for the Union, a revised and up-to-date seniority list of employees within the bargaining unit on July 1st of each year. If two (2) or more employees complete their probationary periods on the same date, the affected employees shall draw numbers to determine placement on the seniority list. The employee drawing the highest number shall be deemed to be most senior. A break in employment of not more than twenty-four (24) calendar months by reason of layoff or an authorized unpaid leave of absence shall freeze an affected employee's seniority. The layoff or unpaid leave shall not cause an employee to lose seniority except as required by law or as the terms of the leave of absence shall otherwise provide. Seniority shall not accrue but remain frozen for employees who are on layoff status or for that portion of an approved leave of absence that extends beyond ninety (90) days.
- C. **Indefinite Layoff/Assignment Elimination.** The district shall provide two (2) weeks notice of any indefinite layoff or reduction of hours to the employee and the Union President. The affected employees shall be informed of their layoff and recall rights in writing. A copy of this notice shall be sent to the union President.

If the Employer determines a layoff is necessary the Employer shall first layoff the least senior employee within the affected classification. When the Employer makes the decision to reduce hours or to eliminate an assignment(s), the affected employees shall have the right to bump the employee with the least seniority holding an assignment equal to or as close to the affected assignments hours or fill a vacancy within the classification, provided the employee is qualified. The Employer may delay any bumping to the end of a trimester or the end of a project if the bumping will disrupt the educational program or the completion of such project.

Compensation and fringe benefits shall be suspended during any layoff period; however, the District agrees to carry any current insurance coverage on the

affected employee(s) through the end of one (1) full calendar month after the indefinite layoff occurs. When it becomes necessary for a reduction of hours in any one classification, as defined in Article 1, Section 1.2, those hours shall be reduced from the lowest senior employee in such affected classification.

- 6.3 **Recall Procedure.** An employee shall be recalled to his or her department/classification in the inverse order in which laid-off unless the employee does not meet the minimum qualifications listed within the job description for the open position. If the employee fails to report for work at the time specified (unless an extension is granted in writing by the employer), the employee shall be considered a voluntary quit. The obligation of the employer to recall a laid-off employee shall terminate twenty-four (24) months following layoff.
- 6.4 Laid off employees shall be given preference to substitute for employees on extended leaves of thirty (30) or more days. Pay shall be at the substitute rate found on schedule A. The substitute rate on schedule A shall not apply to non bargaining unit members. Subbing shall not constitute a recall.
- 6.5 **Change of Address.** It shall be the responsibility of each employee to notify the employer of any change of qualifications, address, or telephone number. The employer may rely on the information last furnished to the employer in writing by the employee.
- 6.6 **Hiring.** No new employee shall be hired into any classification in which there are seniority employees laid-off provided those on lay-off meet the minimum qualifications listed within the job description to perform the work.
- 6.7 **Limitations.** The provisions herein set forth shall be subject and subordinate to all applicable laws, regulations, and to any agreements which the employer may have with any governmental agency.

ARTICLE 7

AUTHORIZED ABSENCE

Since the absence of an employee generally has an adverse affect on the quality of the employer's educational program, imposes increased responsibilities on other employees, and increases costs, it is the responsibility of each employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the responsibilities of an employee nor to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate, humanitarian and personal needs of an employee in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

7.1 **Leave Classifications.** An employee may be eligible to be absent for the following purposes:

7.11 **Sick Leave and the Family Medical Leave Act (FMLA).** Sick leave shall be used for:

- A. Any physical or mental condition which disables an employee from rendering services, excluding any condition compensable by worker's compensation, or resulting from other employment. Sick leave may be used for disability resulting from pregnancy to the extent expressly required by law;
- B. Any communicable disease which would be hazardous to the health of students or other employees; or
- C. Physical examinations, medical, dental, or other health instrument which cannot be scheduled outside of the employee's regular work day.
- D. A maximum of ten (10) days per school year for illness in the immediate family for non-qualifying FMLA leave illnesses. In hardship cases, a member of the bargaining unit may file a written request, with the board, for use of additional accumulated sick leave days. the decision of the board will be final and this decision will not be subject to arbitration. Immediate family shall be defined as spouse, parents, children, brother, sister, mother-in-law, or father-in-law.
- E. **Family Medical Leave Act.** A leave of absence of up to twelve (12) work weeks during any twelve (12) month period shall be granted to bargaining unit members in accordance with the Family Medical Leave Act (FMLA) for any of the following purposes:
 - 1. The birth or placement for adoption or foster care of a child (up to one year from the date of birth or placement);

2. Because of a serious health condition of a bargaining unit member's spouse, child, or parent;
3. Because of the bargaining unit member's own serious health condition.

To be eligible for a leave of absence, the bargaining unit member must meet the eligibility requirements set forth in the FMLA and FMLA regulations.

Where permitted by the FMLA, an employee shall have the option to take FMLA on an intermittent or reduced schedule. Where permitted by the FMLA, an employee may choose to substitute paid vacation leave, personal business leave, and/or sick leave for FMLA unpaid leave.

In accordance with FMLA, the Board shall continue any group health plan benefits during FMLA leave. This shall not be construed as a waiver of the Board's right to recoup premium payments from employees where permitted by the FMLA or as an agreement to provide benefits greater than would have been provided if the employee were not on FMLA leave.

FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. The Board reserves all rights granted to school districts under the FMLA, such as, but not limited to, the right to substitute paid leave for unpaid FMLA leave, to require medical verification of illness, to require a certificate of fitness as a condition for the bargaining unit member's return to work and to require the twelve (12) work weeks of FMLA leave to be aggregated in accordance with the FMLA for bargaining unit members who are married.

The employee returning from a FMLA leave shall be returned to their previous or equivalent position.

- 7.12 **Funeral Leave.** Funeral leave shall be used to attend the funeral of the deceased and/or participate in usual bereavement activities. Family funeral leave is intended for the death of the spouse, mother, father, child, step-child, brother, sister, grandparent, or current mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild. Non-family funeral leave is intended for other relatives or persons whose prior relationship to the employee would be sufficient to warrant the attendance of the employee at the funeral of the deceased.
- 7.13 **Personal Business Leave.** Business leave shall be used only for business or personal obligations which cannot reasonable be scheduled outside of the regular work day. It shall not be used for other employment or seeking of other employment or for social, recreational, vacation, medical/dental appointments or other similar purposes. A three (3) business day notice is required, except in the

case of an emergency, where the supervisor may grant an immediate leave. Unused personal leave shall be added to the employee's accumulated sick leave.

- 7.14 **Meritorious Leave.** The employer may grant a leave of absence on its own motion or upon the request of an employee for meritorious reasons not otherwise herein provided. In determining whether to grant such leave, the employer shall consider:
- A. The past performance of the employee;
 - B. The staff needs of the employer;
 - C. The length of service of the employee and the probability that the employee will return to the services of the employer;
 - D. The purpose or purposes of the leave.
- 7.15 **Union Leave.** Upon the request of the union, the employer shall grant a leave of absence to an employee to conduct official union business related to the administration or negotiation of this collective bargaining agreement, including union training, conventions, workshops, schools, or similar activities related to official CESP/MEA business, in accordance with the following guidelines:
- A. The absence of the employee shall not materially interfere with the discharge of the employee's employment responsibilities.
 - B. The employer shall not be required to grant more than eight (8) such union leave days in total during each school year nor grant leave on any one day to more than two (2) employees per classification or one (1) employee per building. A request for a leave shall be in writing not less than five (5) working days prior to the leave; however, this time may be shortened by mutual agreement between the Union and the Employer.
- 7.16 **Jury Leave.** Employees required to serve jury duty will receive the difference between their salary for the work time lost and the per day jury duty allowance. The employee must present records to the office showing dates and time served and jury pay received. Employees will be expected to return to work within a reasonable length of time (1 hour) after they are dismissed if all or portion of their work schedule could still be completed.
- 7.17 **Military Leave.** Military leave and re-employment shall be granted according to State and Federal Statutes.
- 7.18 **Religious Services.** All employees will be allowed time to attend church on Good Friday afternoon. Their immediate supervisor must be notified at least one (1) day prior to Good Friday.
- 7.2 **Leave Compensation.** The eligibility of an employee to receive compensation and/or benefits for leave days shall be set forth on schedule "B". An employee shall not be

eligible for compensation and/or benefits for any leave which does not comply with the terms of this agreement or the written leave agreement. No payment for unused leave shall be made.

7.3 **Authorized Days.** The number of authorized leave day shall be set forth on schedule “B: If an employee is tardy or absent without authorization, the employer shall have the right to deduct compensation as provided on schedule “A”. No leave days shall be earned by an employee if an employee is on a leave of absence, laid-off, or otherwise not regularly providing services for the employer.

7.4 **Notice.** An employee shall give the employer notice of this desire to be granted a leave as soon as he or she is aware that leave will be required so that the employer will have the maximum time to provide for the employee’s absence. The minimum notice for requesting a leave, excluding illness or other unforeseeable events, shall be 7 work days prior to the requested leave date, or the next regular board of education meeting, if board approval is required.

7.41 **Leave Limitations.** All leaves shall be subject to the following limitations:

- A. A leave may be terminated early only with the consent of the Employer
- B. An employee may be required to disclose the use of a leave day
- C. Leaves shall be taken in 1 day increments, unless otherwise provided or agreed upon
- D. The time for the departure and return of the employee, (except for personal illness, a family death or an emergency), shall assure continuity of instruction and shall be coordinated with the staffing needs of the employer.

7.42 **Leave Denials.**

- A. A leave may be denied if the request does not comply with the leave provisions.
- B. A leave for other than personal illness or a family death may be denied if the employer has failed to make adequate provision for the discharge of the employee’s employment responsibilities during his or her absence.
- C. A business leave may be denied if the employer is reasonably unable to obtain an adequate substitute for the employee.

If a leave request is denied, the employee shall have the right to receive a written explanation. By mutual agreement with an employee, the employer may agree to

termination of employment with a right to be reinstated on mutually agreeable terms.

- 7.43 **Written Records.** Leave requests shall be made in writing on forms furnished by the employer. The leave terms shall be in writing and approved by the employer and the employee prior to the commencement of a leave. A leave may be approved without a prior written request as a consequence of unforeseen circumstances or the inability of an employee to file a written request, provided, that a written application is thereafter filed.
- 7.44 **Verification.** The employee shall have the responsibility of verifying his or her eligibility for leave and any benefits due. If the employer determines that an employee knowingly withheld or misrepresented material information concerning the purposes or the employee's eligibility for leave or for any leave benefits, the employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due or to be due under this agreement.

ARTICLE 8

LABOR-MANAGEMENT CONTRACT ENFORCEMENT PROCEDURE

8.1 **Objectives.** It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of the agreement which has not been resolved through the use of normal administrative procedures.

8.2 **Hearing Levels.**

LEVEL ONE

8.21 **Informal Adjustments.** Prior to filing a written grievance, the affected employee shall meet with the immediate supervisor for the purpose of attempting to correct the alleged contract violation without further proceedings. The request for the meeting must be made within 10 business days from the time of the event or the time the affected employee became aware of the event or reasonably should have known of the event, whichever is sooner.

LEVEL TWO

8.22 **Written Claim.** If the Level One adjustment with the immediate supervisor is not satisfactorily resolved the affected employee shall have 10 business days within which to file a written claim and present it to the immediate Supervisor. Written claims shall include.

- A. An identification of the grievant(s);
- B. The facts upon which the grievance is based;
- C. The applicable portion(s) of the agreement allegedly violated;
- D. The specific relief requested;
- E. The date of alleged grievance; and
- F. The signature of the affected employee(s)grievant/association.

A written reply shall be filed by the Supervisor within 10 business days from receipt of the written grievance.

LEVEL THREE

8.23 **Grievance Meeting.** If the Level Two reply is not satisfactory, a grievance meeting shall be held with the Superintendent or his/her designee within 10 (ten) business days from the receipt of a written request from the grievant/Association. Such written request for a Level Three meeting shall be filed with the Superintendent within ten (10) business days of the Supervisor's dated response from Level Two. The purpose of such Grievance Meeting shall be to seek a

positive and constructive disposition of the grievance and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the grievance shall be in writing. The Superintendent or his/her designee shall file a written response to the grievant/Association within ten (10) business days of the Grievance Meeting.

LEVEL FOUR

8.24 **Arbitration.** If the written answer at Level Three is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association within ten (10) business days after receipt of the Level Three written answer.

The parties shall attempt to mutually select an arbitrator within thirty (30) calendar days of the filing for Arbitration. If the parties cannot mutually agree on an arbitrator, the arbitrator shall be selected by the American Arbitrator Association (AAA) in accordance with its rules which will likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, if the parties agree on an arbitrator outside of the AAA process, the hearing and the award shall be governed in accordance with AAA rules.

A. **Limitations of the Arbitrator:**

The Arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

The Arbitrator shall have no power to establish wage scales or change any wage.

The Arbitrator shall have no power to rule upon the termination of, or failure to re-employ, any probationary employee.

The Arbitrator shall have no power to change to content of an employee evaluation.

The Arbitrator shall have no power to rule on a grievance concerning a dispute for which there is another remedial procedure or forum established by law, and for which there is no specific language contained within this agreement.

The Arbitrator shall have no power to rule on any dispute within the jurisdiction of a state or federal agency beyond the jurisdiction of MERC.

The Arbitrator shall have no authority to grant relief retroactive beyond the date of the alleged incident giving rise to the grievance.

The Arbitrator shall have no power to award punitive damages in relief.

The Arbitrator shall have no power to change any practice, policy or rule of the Board.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay.

- 8.25 **Definitions.** For purposes of this Article the following words are defined as:
- A. “Grievant” means the party or employee filing the grievance. If the grievant is an employee, the employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
 - B. “Event” means the act or omission which the claimant alleges violated one or more provisions of this agreement.
 - C. “Day” means a business day except a Saturday, Sunday or a scheduled holiday or vacation period occurring during the school year.
- 8.26 **Form of Action.** All grievances replies and requests shall be in writing and shall be filed with each party.
- 8.27 **Exclusions.** The grievance procedure shall not apply to
- A. A claim by an employee who desires to assert his or her legal right to present such claim directly to the employer and have it adjusted without the intervention of the union, provided that the adjustment is not inconsistent with the terms of this agreement.
 - B. The discharge of a probationary employee during the employee’s initial probation period.
 - C. Any claim in which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a claimant shall have only one remedy.
 - D. Any provision of the agreement which contains an express exclusion from this procedure.
- 8.28 **Provisional Relief.** A party may at any stage of the proceedings provisionally grant in whole or in part the relief requested by the grievant. Neither a provisional grant of relief, nor the failure to grant such relief shall be considered as an admission, it being intended only for the purpose of permitting a party to mitigate damages pending a final determination of the claim.

- 8.29 **Vacating Relief.** If a grievant files a claim before any administrative tribunal, agency or court, the party against whom the claim was filed under this proceeding shall have the right to:
- A. Forthwith terminate any further proceedings under this procedure if they are still pending.
 - B. Vacate any order which has been entered granting any relief to the claimant which is also being sought by the claimant in the pending proceedings.
- 8.30 **Withdrawals and Denials.** Any grievance or request for advancement to the next hearing level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn.
- 8.31 **Place of Proceedings.** All proceedings up to the hearing before the hearing officer shall be held on the employer's premises. A hearing before a hearing officer shall be held at a location selected by the hearing officer within the school district.
- 8.32 **Contract Expiration.** The provision of this article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.
- 8.33 **Released Time.** A maximum of four (4) union member(s), engaged during his/her working day, on behalf of the union, with any representative of the employer in any grievance procedure shall be released from regular duties without loss of salary.

ARTICLE 9

COMPENSATION AND BENEFITS

- 9.1 **Basic Compensation.** The basic compensation of each employee shall be set forth on schedule "A". The employer may place a new Lead Fleet Technician employee at step 2 for the first four (4) years of employment if the employer determines this placement is appropriate by virtue of the past experience.
- 9.2 **Pension.** The employer agrees to pay the premiums for the Michigan Public School Employee's Retirement System as established on an annual basis by the State.
- 9.3 **Overtime Compensation.** An employee shall be entitled to receive overtime compensation at the rate of one and one-half times the employee's regular rate of pay for hours worked in excess of forty (40) hours during a work week beginning (Monday – Friday). Overtime shall not be paid on overtime, unless expressly required by applicable laws and regulations. Overtime work shall be scheduled by the employer and, except in the case of an emergency, must be authorized by the employer in advance. All overtime will be offered in seniority order within the affected classification by building first, then by shift (where event occurs). If the overtime work is declined by all employees within the building of the affected classification then the Employer must offer the overtime in seniority order to all employees within the before filling with a substitute.
- 9.31 Time and one-half (1½) shall be paid for all hours worked in excess of forty (40) hours, including Saturdays and double time (2) shall be paid for work on Sundays.
- 9.32 Employees called in by their immediate supervisor to work for any reason whatsoever, shall not receive less than two (2) hours pay.
- 9.33 **School Closing and Delays.** The policy concerning school closings beyond the control of the district for the Educational Support Staff shall be as follows: the school district will pay for any scheduled time lost for the first two (2) full days of any school closing and a maximum of six (6) hours per school year toward delayed starts or early dismissals. Employees not scheduled to work during the above specified closings will not be entitled to additional compensation. Closing times or days beyond these limitations that are not required to be made up will not be compensated. Education Support Staff will be required to work, and will be compensated at their regular rate, for their scheduled time worked for any time or days required to be made up beyond the regular school calendar according to the Michigan School Code.
- 9.34 Any employee who regularly works at least five (5) hours per day, and who is not absent from work for more than one day for any reason except jury duty, funeral leave, vacation time, or personal days, for the period of July 1 to June 30 in any year shall receive a bonus. For twelve (12) month employees the bonus amount shall be \$150, and for nine (9) month employees \$100.

- 9.4 **Fringe Benefits.** The employer shall provide fringe benefits as set forth on schedule “B”.
- 9.5 **Deductions.** The employer shall have the right to deduct from the pay of each employee such amounts as may be due the employer from the employee, or as may be required by this agreement or by law, together with such additional sums as may be mutually agreed upon by the employer and the employee.
- 9.6 **Special Apparel.** Where uniforms or special apparel are required by the employer to be worn by an employee, the same in seasonal weights, shall be furnished the employee without cost and any cleaning or laundry charges in connection therewith shall be paid for by the employer. The employer will supply uniform service for the Lead Transportation Fleet Technician. If the employer requires steel toed shoes the employer shall provide an allowance of \$50.00 annually to the affected employees.
- 9.7 **Orientation.** Within one calendar month after the opening of a work year each building principal shall schedule a meeting with employees designated as Educational Assistants together with the teachers to who they have been assigned, for the purpose of discussing and clarifying work assignments, procedures, rules and regulations, and other matters which may contribute to effective operations. Within 10 working days after the meeting, the supervisor shall provide written guidelines for Educational Assistants.
- 9.8 **Evaluations.** Evaluations will be done at least every other year on a form used district wide. The form will be developed by the administration and approved by the Superintendent. Nothing in this article prevents more frequent evaluations using the approved form.

ARTICLE 10

GENERAL PROVISIONS

- 10.1 **Contract Representatives.** Each party shall designate in writing the name of its authorized representative to administer the contract.
- 10.2 **Notices.** Any written notice given pursuant to this agreement shall be addressed and delivered as follows:
- A. Employer: Office of the Superintendent
664 Canaris Street
Constantine MI 49042
 - B. Union: Michigan Education Association
5600 Portage Road
Portage MI, 49002
 - C. Employee: Address on file with employer or to such other address as a party or an employee shall hereafter furnish in writing.
- 10.3 **Successor Agreement.** The negotiation of a new agreement shall begin upon written request of either party made not earlier than 60 days prior to the expiration of this agreement.
- 10.4 **Scope, Waiver and Alteration or Agreement.** It is expressly agreed that neither the bargaining unit nor any provision of this agreement shall be altered during the term of this agreement except upon the voluntary prior written consent of both contracting parties, provided that:
- A. Nothing herein shall prohibit the employer from adopting reasonable policies, initiating programs, or entering into other agreements which are not contrary to the express terms of this agreement, and
 - B. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms of this agreement.
- 10.5 **Interpretation.** Each provision of this agreement is subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision is prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement. If any provision of this agreement is invalidated, the parties will meet to renegotiate such invalidated provision.

- 10.51 **Captions.** Captions are included only for convenience of reference and shall not modify in any way any of the provisions contained herein.
- 10.52 **Employee.** For purposes of this agreement:
- A. “Employee” refers to any employee who is included within the scope of the bargaining unit, namely: all regular full-time custodians, maintenance personnel, fleet technician/full time and all regular full-time and regular part-time educational aides; but excluding supervisors and all personnel employed or used by the employer, including, but not limited to volunteers, students, seasonal employees, substitutes or other support employees.
- 10.53 **Right to Modify.** The rights of either party or of an employee to any benefits shall be determined solely by the terms of the collective bargaining agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this agreement in a subsequent agreement and any benefit in this agreement shall be subject and subordinate to any such subsequent change.
- 10.54 **Masculine includes Feminine.** Whenever in this agreement the masculine gender is used, it shall be deemed to include the feminine gender.
- 10.55 **Schedule Modification.** The employer may alter the normal work schedule to the extent the employer determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the employer.
- 10.56 **Subordination.** Any individual contract or letter of agreement between the employer and an employee for the performance of duties which are subject to the terms of this agreement shall be subject and subordinate to the provisions hereof and shall not be in conflict with the collective bargaining agreement.
- 10.6 All CESPAs employees shall be required to keep accurate records of time worked.
- 10.7 **Duplication of Agreement.** The employer shall provide a copy of this agreement to each employee who is employed in the bargaining unit during the term of this agreement. The Employer shall provide a signed copy of the agreement to the UniServ office.
- 10.8 **Effective Date and Termination.** This agreement shall commence as of the date of its execution by both parties and shall remain in full force and effect until midnight June 30, 2011.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of

Date of ratification

EMPLOYER: CONSTANTINE PUBLIC
SCHOOLS

UNION: Southwestern Michigan Education
Association
SMEA/MEA/NEA

By _____

By _____

Its Superintendent _____

Its UniServ Director _____

By _____

By _____

Its Board President _____

Its Local President _____

CONSTANTINE PUBLIC SCHOOLS
Constantine, Michigan

Schedule "A" Wage Supplement

**FACILITY SUPPORT STAFF
CLASSIFICATION**

SHIFT HOURLY RATE

		<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Custodians	Day*	\$13.96	\$13.96	\$13.96	\$13.96	\$13.96
Custodians	Night**	\$14.10	\$14.10	\$14.10	\$14.10	\$14.10
Custodians	Night***	\$14.21	\$14.21	\$14.21	\$14.21	\$14.21

*Starting time between 6:00 AM and 11:59 AM
 **Starting time between 12:00 noon and 5:59 PM
 ***Starting time between 6:00 PM and 5:59 AM

The following wage increases shall be retroactive
 Upon ratification of the successor agreement.

Maintenance Day	1%	1%	1.25%	1.5%	1.5%
	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
	\$15.36	\$15.51	\$15.70	\$15.94	\$16.18

**LEAD FLEET TRANSPORTATION
TECHNICIAN**

The following wage increases shall be retroactive
 Upon ratification of the successor agreement.

	1%	1%	1.25%	1.5%	1.5%
	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Year 1 – 3	\$17.60	\$17.78	\$18.00	\$18.27	\$18.54
Four or More Years	\$18.59	\$18.78	\$19.02	\$19.31	\$19.60
Eight or More Years	\$19.59	\$19.79	\$20.04	\$20.34	\$20.65

EDUCATIONAL SUPPORT STAFF

	1%	1%	1.25%	1.5%	1.5%
	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Educational Assistants	\$11.42	\$11.53	\$11.68	\$11.86	\$12.04
Subbing rate	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
	\$9.63	\$9.63	\$9.63	\$ 9.77	\$9.92

LONGEVITY

At the beginning of 11th anniversary date of hire the following longevity shall be paid:
 11 years of service through 15 years of service \$.17 per hour in addition to the annual wage.

At the beginning of 16th anniversary date of hire the following longevity shall be paid:
 16 years of service through 20 years of service \$.21 per hour in addition to the annual wage.

At the beginning of 21st anniversary date of hire the following longevity shall be paid:
 21 years of service and above \$.25 per hour in addition to the annual wage.

The Board will provide athletic passes for all members of the bargaining unit.

The Board agrees to pay Educational Support Staff at their regular hourly rate for a minimum of 12 hours, and up to a maximum of 20 hours, of in-service time annually that they are required to attend at the request of their building principal. Individual employees required to attend mandatory training beyond the 20 hour limit will be compensated at their regular hourly rate. Employees not in attendance at a professional development activity will not be paid. In-service time shall be defined as any half day, full day, or after school time spent on school-related professional development activities, either by building(s) or district-wide.

The Employer agrees to meet with the union until the expiration of this Master Agreement and re-open for consideration of an increase in Longevity if the district student count increases by more than 20 students above the 4th Friday 2007-2008 student count.

**CONSTANTINE PUBLIC SCHOOLS
SCHEDULE B
FRINGE BENEFITS**

Section 1. Vacation

- 1.1 Each 12 month employee shall be entitled to have a vacation with pay at a time mutually agreeable to the employee and the employer in accordance with the following schedule, namely:

<u>Employment period</u>	<u>Vacation Allowance</u>
One (1) year of uninterrupted service	10 work days
Five (5) years of uninterrupted service	15 work days
Fifteen (15) or more years of uninterrupted service	20 work days
Twenty-five (25) or more years of uninterrupted service	25 work days

- 1.2 The eligibility of an employee for vacation shall be determined by his or her anniversary date. For purposes of this Article Kevin Wright shall be grandfathered in and shall continue to renew his vacation accrual on his anniversary date of hire as long as he performs CESPAs work. A vacation allowance must be used within 12 months following the close of the year in which earned.

- 1.3 So that the anniversary date for all employees' vacation shall be July 1, the following procedures are approved:

New employees hired between July 1st and July 31st, for vacation purposes only, will earn vacation as per schedule.

New employees hired between August 1st and May 31st, will have their vacation time prorated for this period of time, based on the above schedule. Starting the following July 1st, these employees, for vacation purposes only, will be considered new employees and using July 1st as the anniversary date, will earn vacation as per schedule.

New employees hired between June 1st and June 30th, will be eligible for ten (10) work days vacation on the following July 1st of the next year.

- 1.4 Vacation periods may be taken anytime during the year, but must be approved in advance (minimum two work days advance notice) by the appropriate supervisor.
- 1.5 Any two (2) employees asking for a vacation for the same period of time – seniority shall rule.
- 1.6 Nine (9) and ten (10) month employees will not receive vacation pay.

**SCHEDULE B
FRINGE BENEFITS**

Section 2. Holidays

2.1 Facility Support Department and Lead Fleet Transportation Technician. Subject to Section 2.3, the following holidays shall be observed as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday*	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Labor Day	New Year's Eve Day
Friday before Labor Day or Floating Holiday	Floating Holiday #2 (in addition to Labor Day)

*When school is not in session. If school is in session, employees will be granted a floating holiday. Floating Holiday #2 shall be scheduled at a time mutually agreeable to the employee and immediate supervisor.

2.2 **Educational Support Department.** Subject to Section 2.3, the following holidays shall be observed as paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Labor Day	Christmas Eve Day
*Good Friday/Spring Friday	Christmas Day

*When school is not in session. If school is in session, employees will be granted a floating holiday.

2.3 **General Provisions.** An employee shall not be required to work on a holiday if school is not in session and shall be compensated as a paid holiday. If a holiday occurs when school is in session and the employee is required to work on a holiday, the employee shall receive his or her regular pay and granted a floating holiday for each holiday required to perform work for the Employer. The Floating Holiday date shall be mutually agreed to by the employee and the Employer. An employee who is not on an authorized leave shall not be eligible for holiday pay if the employee did not work the scheduled work day preceding and following the holiday. An authorized leave will be defined as meeting the notice timeline of one of the creditable leaves allowed in Article 7.1, Sections 7.11 through 7.17.

**SCHEDULE B
FRINGE BENEFITS**

Section 3. Health Benefits

3.1 **Employer Contribution.** Subject to the provisions hereinafter set forth, each full-time, 12 month-employee who has completed the initial probationary period, shall be eligible to receive health benefits as provided by the stipulations of this agreement. The employee shall be responsible for paying towards the annual deductible of the Health Savings Account (HSA) underwritten by Blue Cross Blue Shield (BCBS) of Michigan Flexible Blues Plan 2 the amount which shall not exceed \$720.00 annually towards the cost of the Health Saving Account deductible.

Sponsoring Insurance Agency: SET SEG

Major Medical/Rx Underwriter: Blue Cross Blue Shield of Michigan
Flexible Blues Plan 2

Life, AD&D and LTD Provider: Assurant Employee Benefits Disability Income
Solutions

FSA & HSA Plan Administrator: SET/ BASIC (Portage, MI)

Health Savings Account/ Debit Card Provider: FNB – First National Bank
(Three Rivers, MI) –Interest Bearing

Coverage per employee:

Life Insurance with Accidental Death & Dismemberment (AD&D) \$50,000.00

Long Term Disability (LTD) 66 2/3, 60 Days \$5,000.00
Pre-existing conditions waived

Vision (Self Funded) annual max: \$250.00 Spectra Gold Plan

Dental (Self Funded) annual max: \$1,000.00
90/80/60/50
\$1,200.00 Lifetime Max.
Orthodontic<18

HSA Deductible per each eligible employee

\$1,250.00 –Single

\$2,500.00 -2 Person & Full Family

Annual Employee Contribution

\$420.00

\$720.00

Cash in lieu with non-medical coverage per employee: \$4,800.00 annually

3.11 **Disabled Employees.** Subject to Board of Education approval and on a case by case basis, through the Board appeal process, an employee who receives Employer paid health benefits and who becomes disabled and unable to work, whether under Worker's Compensation or because of a non-work related injury or illness, the Employer shall continue to pay the premiums for the health benefit for a period of twelve (12) months from the last date worked, or the length of the disability, whichever is shorter. The Employee shall continue to make their monthly premium co-pay for the same maximum twelve (12) month time period. The Employer shall not be obligated to pay the cost of the premiums of the disabled employee if eligible for a paid health benefits plan through another source at the time of the injury or illness. If the Employee becomes eligible for another paid health benefits plan at any time during the twelve (12) month period, the Employer's obligation to pay the health benefits premium shall cease at the beginning of the month following the Employee's eligibility unless otherwise required by law to continue payment.

3.2 **Limitations.**

- A. It is the intention of the parties that no employee have double coverage and that the cost of health benefits for dependents not be shifted from another employer to this employer. For such purposed, each employee shall verify in writing that he or she is eligible for the selected coverage. If it is determined that the certification of the employee was materially false, the employee shall promptly reimburse the employer for all payments made during the period of any disqualification and shall be eligible to receive for the remainder of the contract period a contribution for the employee only. The union agrees to cooperate with the employer in the implementation of this provision.
- B. The employer's contribution shall terminate at the end of the calendar month in which the obligation of the employer to pay wages and sick leave ends.

3.3 **Educational Support Staff.**

- A. The Employer will provide Educational Assistants with a comprehensive Health Reimbursement Account (HRA), subject to IRS regulations, which may accumulate funds. The Employer's annual contribution to the HRA shall be \$550.00.

**SCHEDULE B
FRINGE BENEFITS**

Section 4. Leave Allowances

Each full-time employee shall be eligible for the following leave benefits:

Facility Support Department and Lead Fleet Technician

<u>Leave Classification</u>	<u>Days</u>	<u>Accumulation</u>	<u>Compensated</u>
Sick Leave	12 Yearly	100 Days	Yes
Funeral Leave			
A. Family	3/Incident	None	Yes
B. Non-Family	1/Incident	None	Yes
Personal Business Leave	2 Yearly	None	Yes
Meritorious Leave	Agreement	None	No
Union Leave	Contract	None	No
Jury Leave	Contract	None	Yes
Military Leave	Contract	None	No
Religious Leave	Contract	None	Yes
Vacation Leave	Contract	None	Yes

Educational Support Department

<u>Leave Classification</u>	<u>Days</u>	<u>Accumulation</u>	<u>Compensated</u>
Sick Leave	10 Yearly	100 Days	Yes
Funeral Leave			
A. Family	3/Incident	None	Yes
B. Non-Family	1/Incident	None	Yes
Personal Business Leave	2 Yearly	None	Yes
Meritorious Leave	Agreement	None	No
Union Leave	Contract	None	No
Jury Leave	Contract	None	Yes
Military Leave	Contract	None	No
Religious Leave	Contract	None	Yes

Section 5. Mileage

5.1 The Employer shall pay mileage at the current IRS rate per mile to employees who are required to use their personal vehicle in the performance of work on behalf of the Employer. Requests for reimbursement shall be made on approved district forms.