

Contract Agreement

BOARD OF EDUCATION
CHEBOYGAN AREA SCHOOL DISTRICT,
a public employer

and

**UNITED STEELWORKERS, AFL-CIO-CLC
ON BEHALF OF LOCALS
#9998-01 Custodians/Parapros
#9998-02 Food Service
#9998-03 Aides**

2020-2021

2021-2022

July 1, 2020 – June 30, 2022

CHEBOYGAN AREA SCHOOL DISTRICT / PO BOX 100 / CHEBOYGAN, MICHIGAN 49721

Table of Contents

Agreement	Page 3
Article I-Recognition	Page 3
Article II-Management Rights	Page 3
Article III-Seniority	Page 3
Article IV-Probationary Period	Page 6
Article V-Discharge or Suspension	Page 6
Article VI-Representation and Grievance Procedures	Page 6
Article VII-Paid Leave of Absence	Page 7
Article VIII-Unpaid Leaves of Absence	Page 9
Article IX-Short Term Leaves of Absence	Page 9
Article X-Hours of Work	Page 9
Article XI-Fringe Benefits	Page 10
Article XII-Vacation Allowance for Custodial/Maintenance	Page 11
Article XIII-Miscellaneous	Page 12
Article XIV-Wage Schedule	Page 15
Article XV-Duration	Page 16
Article XVI-Emergency Financial Manager	Page 16

AGREEMENT

THIS AGREEMENT, made and concluded this 27th day of July, 2020, by and between the CHEBOYGAN AREA SCHOOLS BOARD OF EDUCATION, CHEBOYGAN, MICHIGAN, a board, and the UNITED STEELWORKERS. The Board of Education hereinafter called the "EMPLOYER" and the United Steelworkers is hereinafter called the "UNION."

WITNESSETH, that in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I - RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

The term "employee" as used in this Agreement, shall be understood to mean all custodians, maintenance, vocational paraprofessional employees, food service employees, and aides.

ARTICLE II - MANAGEMENT RIGHTS

The Board, on its own behalf and on the 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 invested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without the generality of the foregoing, the right:

- A. to the executive management and administrative control of the school system and its properties and facilities, and for such purposes, the appointment of executive, administrative and supervisory personnel and the delegation of their respective duties.
- B. to hire all employees and subject to the provisions of the law, to determine their qualification and the conditions for their continued employment of their dismissal or demotion, and to promote and transfer all such employees.
- C. to determine work schedules and the duties, responsibilities and assignments of district employees with respect, thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, 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 specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

ARTICLE III - SENIORITY

Section 1

A separate seniority list for each unit, custodians/maintenance, paraprofessionals, food service, and aides, will be maintained by the Board. A copy of such list shall be provided to the Local Union President on or by October 1st of each year. The seniority list shall be used when determining layoff from work or recall to work for each unit separately. It is understood that in an application of seniority, the employee must be qualified and be able to perform the available work. Seniority will accrue in the group the employee spends the majority of work time in.

Reduction of employees will occur by starting with the least senior bargaining unit member in their unit, provided the employee has positive evaluations, good attendance and discipline records. The employer will give thirty (30) calendar days notice to employees who are going to be laid off, except in the case of sudden financial changes that may occur in the school district's federal, state and/or local funding sources. Regardless of seniority, employees rated unsatisfactory, with poor attendance or discipline shall be laid off first. For Food Service, cooks would bump the least senior position in their classification. The, the least senior cook would bump the least senior, highest hourly position in the cashier/cook's assistant classification, and so on down.

- a) Any bargaining unit member that transfers from one unit to another unit within this contract shall have their seniority frozen in their previous unit, and shall not gain any more seniority in their previous unit, and will start with zero seniority for the new job classification in the new unit for bidding and layoff purposes.
- b) Should any bargaining unit member shown on the seniority list or a person having completed their probationary time period be notified of a reduction in staff and therefore lose their position, he/she may use his/her accrued seniority to apply for a vacant position in his/her group. Should the employee choose not to apply for a vacant position, or if a vacant position is not available, that employee may then choose to exercise his/her right to bump any employee with less seniority within their group, provided the employee is qualified to perform the duties of the position. Qualifications shall include positive evaluations, good attendance and discipline records.

Recall of persons will be by seniority, starting by recalling the most senior person from layoff status by unit, provided the employee is qualified to perform the duties of the remaining position. Qualifications shall include positive work evaluation, good attendance and discipline records. When an employee is to be recalled from layoff, the employer will notify the employee via phone call, followed by a letter mailed to the employee's last known address. The employee shall have eight (8) days to report for work, or to make arrangements which are satisfactory to the employer to report to work, within ten (10) days of receipt of the notice to report. Failure to report, or make suitable arrangements to report, within the ten (10) days will result in removal from the seniority list and loss of recall rights.

- c) Recall rights will last for the equivalent years of employment as an employee in his/her current group under this contract at Cheboygan Area Schools, or a maximum of two (2) years whichever occurs first. After the recall years have been exhausted, the employee will lose all rights towards any further employment as a custodial/maintenance, paraprofessional, aide or food service employee with Cheboygan Area Schools.
- d) Within specific classifications, senior employees may volunteer for layoff, with mutual agreement of the Board, the United Steelworkers and the person scheduled for lay off.

Section 2

Employees shall lose seniority because of a voluntary quit, a discharge for just cause, a failure to return to work within ten (10) work days of receipt of a notice of recall, failure to return from a leave of absence, or absent without leave for two or more days.

Section 3

In the event of a permanent vacancy, a notice shall be posted for five (5) work days on designated bulletin boards in each building outlining the vacancy. During the summer months, interested employees shall check the District website for any available positions. Any bargaining unit employee who has successfully completed their probationary period may apply for the vacancy by submitting a letter of interest as designated on the posting notice. If the vacancy is filled by internal transfer, it will be awarded to the employee with the most seniority within that unit that is qualified and able to perform the available work, and with positive evaluations, good attendance and discipline records. If the position is filled by transfer (within the bargaining unit, but not the specific unit of employment), the transfer will become effective as determined by the employer. All internal

transfers will have a ten (10) work day probationary period. If minimal routine training is necessary to fully inform the employee as to the job, such training will be given the employee.

- a) A vacancy shall be defined as a bargaining unit position newly created or currently unfilled which the Board intends to fill.
- b) When a vacancy occurs, a current employee will be given consideration for the position if the applicant is qualified and able to perform the work required.
- c) If a member loses their job due to a reduction or layoff, they have the right to bump back into their previous unit and take the least senior person's job, but will retain vacation and retirement years of service. The bumping employee must be qualified to perform the duties of the position.
- d) Any full-time position that will be vacant for more than thirty (30) calendar days, the position will be filled by a full-time employee according to seniority, skills and ability. On the 20th workday of the temporarily vacant position, bargaining unit members will be notified that the position is still vacant. When the employee returns, everyone moves back to their original position.

Section 4

Any employee, who is in the bargaining unit and becomes a part-time supervisor, shall be permitted to retain their accumulated seniority and to accrue further seniority upon mutual agreement of the Union and the Superintendent. The written agreement will spell out the exact conditions of this Agreement and the condition for termination of this special arrangement. The employee will be paid the higher rate of pay.

Any employee promoted from the bargaining unit to a full time supervisory position not covered by this Agreement shall be permitted to retain seniority accumulated while in the bargaining unit and shall accrue further seniority for a period up to ninety (90) work days. At the end of the ninety (90) work day period, if the employee remains as a supervisor, he/she will no longer accrue seniority, but will have recall rights for an additional two (2) years. The employee will be paid the higher rate of pay.

A temporary job transfer shall be for twelve (12) months or less. When someone temporarily transfers outside the bargaining unit, other than a supervisory position, but within the Cheboygan Area School system, they shall accrue their seniority while in this temporary position. After twelve (12) months, the employee goes back to their original position. If the temporary position lasts longer than twelve (12) months and the employee remains in the temporary position, then the language in Article III, Seniority will apply and the employee's seniority is frozen and will not gain any further seniority in their bargaining unit, unless mutually agreed by both parties.

Section 5

Any current employee who transfers into a position within this contract, shall retain their school district years of employment for longevity pay purposes and vacation, but move to the bottom of the seniority list in that unit.

Section 6

Any custodian who works five (5) or more consecutive days as a maintenance employee will be paid the current maintenance base rate of pay for those hours. If the Manager of Maintenance determines that a temporary maintenance position is necessary for more than 30 working days, up to 90 working days, a notice outlining the vacancy shall be posted for five (5) work days on the designated bulletin boards. The position shall be awarded to the most senior employee within the custodial unit, who is qualified and able to perform the duties. As a temporary maintenance employee, the pay shall be at the current base maintenance pay for those hours and duties.

ARTICLE IV - PROBATIONARY PERIOD

New employees shall be on probation for a minimum of one-hundred twenty (120) working days. A mentor will be assigned to the new employee for the duration of the probation. A 60-day review shall be conducted with the employee, mentor and administrator, and shall consist of progress of skills, goal setting and discussion of possible Individual Development Plans. During this period, the employee may be released from employment for any reason and without recourse to any provisions of this Agreement. Employees retained beyond the probationary period shall have seniority from date of hire. If more than one (1) employee is hired on the same date, seniority shall be determined by drawing names out of a hat in the presence of union and administrative reps.

A \$300 stipend will be paid to mentors of new employees.

ARTICLE V - DISCHARGE OR SUSPENSION

An employee discharged or suspended who considers such discharge or suspension without good cause shall present a grievance within three (3) days of such action as provided in Article VI. The employer will notify the Union orally within twenty-four (24) hours and then in writing within forty-eight (48) hours of such suspension or discharge. Any discharge or suspension not questioned in writing in three (3) days of such action shall be considered final.

ARTICLE VI - REPRESENTATION AND GRIEVANCE PROCEDURES

Section 1

The parties agree that in the interest of harmony on the job, any grievance arising from interpretations or application of any portion of this Agreement, should be handled as quickly as possible and exclusively under the following procedures:

For the purpose of effectively representing the employees coming within the jurisdiction of the Union and this Agreement, the Union shall select a grievance committee of three (3) employees in the unit. The committee members shall be permitted a reasonable time away from their work for the purpose of investigation of or discussion of any grievance which may arise, after getting permission from their supervisor. The supervisor will not arbitrarily withhold such permission. This investigation of or discussion will normally be performed during non-working time; but it is understood by the parties that there will be occasions when that is not possible, then it will be permitted by the employer for the Union to be able to investigate or discuss any grievance on employer time. If this time during work hours amounts to more than a total of three (3) hours per grievance, the Local Union will reimburse the School District for the expenses incurred (i.e., wages, sub costs, payroll taxes) over the three (3) hours allowed per grievance.

Step No. 1: When an employee has a possible grievance, it will first be discussed orally between the supervisor and employee(s) involved, with or without a committee member, within ten (10) work days after occurrence of incident or within ten (10) work days after the employee became, or should have become, aware of the incident giving rise to the grievance. The supervisor shall have ten (10) work days in which to give an answer.

Step No. 2: In the event the grievance is not settled in Step No. 1, it shall be reduced to writing on the standard grievance form and presented to the Superintendent of Schools. It shall be discussed at a meeting with the Superintendent and the grievance committee to be held within ten (10) working days after the supervisor gives his/her answer in the first step. A written answer will be given within ten (10) work days after the meeting is held or such longer period as may be agreed upon by the Superintendent and the committee.

Step No. 3: In the event no settlement is reached in Step No. 2, it shall be turned over to a representative of the International Union, who accompanied by the committee, shall meet with the Board of Education, accompanied by such other management staff as the Board of Education may elect to have present. This meeting shall be held as soon as a mutually agreeable date can be arranged. A written answer will be given within ten (10) work days after the meeting is held or such longer period as may be agreed upon by the Board of Education and the committee.

Step No. 4: In the event the matter is not resolved in Step No. 3, the grieving party shall have the right to submit the matter to the State of Michigan, Department of Consumer and Industry Services, Employment Relations Commission, requesting the assistance of a mediator, providing that notice of the grieving party's intent is given to the Superintendent within ten (10) working days from receipt of the written answer to Step 3. Failure to do so within the time allotted above will result in the grievance being abandoned.

Section 2

If the Union fails to advance a grievance to the next higher step within the time limits set forth above, the grievance will be considered to be void. If the employer fails to give answer within the time limits listed in Step No. 3, the grievance shall be automatically moved to the next grievance step.

Section 3

In the event that either party decides that further meetings in Step No. 4 will not lead to a settlement of the dispute, the dispute may be submitted to an impartial arbitrator chosen by the parties. The party desiring to arbitrate shall so notify the other in writing not later than thirty (30) calendar days after the last meeting in Step No. 4. Within ten (10) work days of receipt of such notice (or further period as may be agreed to), the parties shall meet for the purpose of choosing an arbitrator. In the event the parties are unable to agree on the choice of an arbitrator, the Michigan Employment Relations Commission will be asked to submit a pool of possible arbitrators and one will be chosen according to Commission rules. All expenses of an arbitrator shall be borne equally by both parties. In order to be submitted to arbitration, the dispute must be either a disciplinary action resulting in loss of more than three (3) days paid or wrongful discharge. All other submissions to arbitration shall be by mutual agreement. Any decision rendered by an impartial arbitrator shall be final and binding on both parties.

ARTICLE VII - PAID LEAVE OF ABSENCE

- A. Custodians/maintenance, paraprofessionals, and food service employees will receive twelve (12) paid leave days. The paid leave days will equal the normal number of hours that an employee works each day. All paid leave will be deducted by a minimum increment of one-half ($\frac{1}{2}$) of a day. A maximum of ten consecutive work days may be used no more than every third year with administrative approval. No more than a maximum of twelve (12) leave days shall be available in any one school year.

Aides will receive thirteen (13) paid leave days. The paid leave days will equal the normal number of hours that an employee works each day. All paid leave will be deducted by a minimum increment of one-half ($\frac{1}{2}$) of a day. A maximum of ten consecutive work days may be used no more than every third year with administrative approval. No more than a maximum of thirteen (13) leave days shall be available in any one school year.

- B. Personal or family illness/hospitalization/nursing care requiring an absence of four (4) or more days will require doctor verification and may be taken from the employee's accumulated sick bank. If/when the annual leave days are exhausted, all days drawn out of the employee's accumulated sick days will require a doctor note stating when the employee may return to work.

C. Paid leave days shall specifically not be used for the following purposes:

1. Picketing or demonstrating of any sort
2. Any absence on the first or last days of any work year
3. Any absence on any one or more days immediately prior to or following a holiday, school break or school vacation.

D. It is recognized that there may be unusual circumstances which would justify the use of paid leave days on a date which is specifically excluded. The Superintendent may grant exceptions to the above restrictions.

E. Any unused leave days shall revert to the next school years' accumulated sick leave.

F. All leave days, with the exception of bereavement, will be deducted from the accumulated paid leave of the employee.

G. Sick leave policy shall include a maximum accumulation as follows:

Custodians/Maintenance 180 days

Parapros 135 days

Aides 135 days

Food Service 135 days

H. Any employee called for jury duty during working hours or who is subpoenaed to testify during working hours in any judicial or administrative matter relating to their school responsibilities (but not when brought to the hearing by themselves) shall be paid his/her full salary for such time, but not to exceed, one (1) day's normal work schedule for each day required to be in attendance or appearance. Any compensation received by the employee less any reimbursable expenses shall be immediately paid to the school district upon receipt by the employee.

I. Employees shall be allowed up to five (5) days for bereavement leave. Such bereavement leave shall be used in connection with the death of a member of the bargaining unit member's immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law. This applies to all "step" relations, i.e., stepbrother, stepmother, etc. Bereavement leave is paid leave and is not deducted from sick days. The superintendent may, at his/her discretion and under unusual circumstances grant additional time or apply this provision in the case of the death of a person other than listed who can demonstrate that they had a similar relationship to the employee. Any additional days shall be deducted from the employee's personal business leave first if available and then from paid sick leave followed by leave days without pay. There may arise special funeral arrangements that may be approved by the Superintendent.

J. The employee may use all or any portion of his/her leave to recover from his/her own illness or disability or for illness in the immediate family. Immediate family shall be defined as in Article VII, I.

K. Any employee in the bargaining unit, who has been an employee for at least five (5) years, who has the opportunity to work as a casual employee for the USW International, may be granted up to one year of leave. This can be extended by mutual agreement. The employee shall be permitted to retain their accumulated seniority and accrue further seniority while on leave. It is understood that upon the employee's return, all employees will return to their original positions. All costs will be reimbursed to the District by the local union.

ARTICLE VIII - UNPAID LEAVES OF ABSENCE

- A. A leave of absence without pay for up to one (1) year may be granted by the Superintendent upon written request. During such leaves of absence, the employee shall not advance on the salary schedule over where he/she would have been when the leave of absence began. The Superintendent shall take into consideration the following factors in deciding whether or not to approve such a request.
- 1) Reason for the leave of absence
 - 2) Effect of the absence upon the operation
 - 3) Availability of a suitable temporary placement
- B. At least sixty (60) days prior to the expiration of a leave of absence, the employee shall notify the employer of his/her intent to return or submit a request for an extension. The Superintendent may, at his/her discretion, grant one (1) extension of a leave of absence. No more than one (1) extension shall be granted, except for unusual circumstances. Failure to properly notify the employer or failure to return at the completion of a leave of absence shall be considered a resignation.
- C. Employees who are elected to a political office in the municipal, county, state or federal government or appointed to public office may be granted a leave of absence, without pay, fringe benefits and without loss of seniority, but will not accumulate seniority. However, such leave must be renewed by notification to the School District at the conclusion of each term of office and prior to commencing another term of office. This shall not apply to short leaves of absence in which case there shall be only loss of pay. This language shall only apply for a total of two (2) years.

ARTICLE IX - SHORT TERM LEAVES OF ABSENCE FOR PARAPROFESSIONALS

A short-term leave of absence for paraprofessionals, aides and food service may be granted by the Superintendent. The employee shall apply to the Superintendent for said leave thirty days (30) in advance. The following policy will apply to unpaid leave requests for vacation purposes:

- 1) The employee must have been performing his/her job satisfactorily.
- 2) The request must be a rare occurrence. This is something that could not be done during normal vacation periods and not more frequently than once every three (3) years.
- 3) The maximum number of days approved in any one year is:

1 year of experience	1 day
2 years of experience	2 days
3 years of experience	3 days
4 years of experience	4 days
5 or more years of experience	5 days
- 4) The employee must have approval from the department head/building administrator prior to the request going to the Superintendent.
- 5) The request must be made thirty (30) days in advance.

ARTICLE X - HOURS OF WORK

- A. The normal workweek for the custodian and maintenance employees shall consist of forty (40) hours. However, this shall not be construed as a guarantee of forty (40) work hours per week.
- B. Paraprofessional's hours are determined by the District. If the number of hours for parapro's falls below thirty (30) hours per week, the District shall give priority to the parapro for open positions in which he/she is qualified and able to perform the duties in order to increase hours.

- C. The normal workweek for aide and food service employees shall be set by the District.
- D. Temporary deviations from the normal work schedule shall be approved by both the Superintendent and the administrator/supervisor.
- E. Custodial lunch periods shall be thirty (30) minutes in length unless a specific job description provides for a longer lunch period. Lunch periods shall be unpaid, except for night shift custodians who shall receive a thirty (30) minute paid lunch period in place of any additional per hour pay for working nights. While the custodian is on lunch, he/she shall be pulled for emergencies only, and shall report such time to supervisor to submit for pay.
- F. Aides and Parapros working more than four (4) hours per day shall receive a thirty (30) minute paid lunch during which time the employee is on call or is expected to be available for assignment. Employees cannot leave the building without permission from the administrator. If the employee receives such permission, that employee shall clock out and will not be paid for such time.
- G. Food service employees who work over four (4) hours per day shall be allowed one fifteen-minute break to be scheduled as work permits. Employees will be provided a free lunch to eat at their scheduled break.
- H. Any employee who works over forty (40) hours per week will receive one and one-half (1½) time their regular hourly rate, and on Sundays and holidays two (2) times their regular hourly rate. For purposes of computing overtime, vacation, sick pay, jury duty, bereavement leave, etc., shall not be counted as days worked. A SE Aide shall receive their normal rate of pay when working overnight camps.
- I. If a custodian is called in by the supervisor to answer a burglar alarm, he/she shall be paid a minimum of two (2) hours at an overtime rate of one and one-half (1½) their hourly rate, and on Sundays and holidays two (2) times their regular rate, only if such time would put the employee over 40 hours worked in one week.
- J. Food Service employees who work assignments for non-school groups in the District and outside of their assigned hours or days will be paid one and one half (1.5) times their regular hourly rate.
- K. Building cooks will receive an additional fifteen (15) minutes at the end of their current work day to complete the "order of food" paperwork. However, if technology software is used to eliminate this paperwork, the additional time will be eliminated.
- L. The current number of scheduled work days per year is set by school administration.

ARTICLE XI - FRINGE BENEFITS

- A. The District will follow all rules that apply to the Affordable Care Act (ACA). All fringe benefits will become effective upon successful completion of the 120 day probationary period.

Health Insurance

The Board shall provide health insurance to each eligible employee (30 hours or more per week), with Board contributions per State law "hard cap". Any remaining premium costs shall be paid by the employee through payroll deduction. Health insurance may be reviewed annually by the Union and the Board without opening any other areas of this contract. The plan agreed upon by the Union and the Board will remain in effect for the medical billing year. If the insurance premiums fall below the State "hard cap", the Board will provide to the employee the difference of the cap and the insurance premium.

Cash In Lieu: Eligible employees may elect to receive, in lieu of payments toward the cost of insurance premiums, monthly cash payments equal to thirty percent (30%) of the monthly payment amounts which would have been paid toward the cost of the premiums to which he/she would have been entitled.

Employees not eligible for or receiving ACA benefits will receive \$975 (aides) or \$300 (food service) in a health reimbursement account to be used toward eligible dental, vision, or medical expenses. If this amount is not used in the plan year, it shall be carried over to the next year, as long as the employee continues to be an employee of the District. Upon termination of employment with the District, any remaining funds shall remain with the District.

B. Dental Insurance.

Eligible employees shall receive, fully paid by the Board, a dental insurance plan substantially equivalent to the present SET plan.

C. Vision Insurance.

Eligible employees shall receive, fully paid by the Board, a vision plan substantially equivalent to the current SET plan.

D. Long Term Disability Insurance.

The Board of Education will pay 100% of the premium for a long term disability insurance program for employees. The plan shall be the same as in the district administrator's contract in effect for the duration of this contract.

E. Life Insurance.

The Board of Education agrees to provide life insurance in the amount of \$20,000 for employees.

ARTICLE XII - VACATION ALLOWANCE

A. Custodial/Maintenance employees will receive vacation allowances on the following basis:

<u>Years of Service</u>	<u>Vacation Allowance</u>
After 1 full year through 3 years	5 days
After 3 through 7 years	11 days
After 7 years through 20 years	17 days
After 20 years	20 days

- B. All summer vacation requests must be submitted to the custodial supervisor by May 15th to be approved. All other vacation requests must be submitted two (2) weeks in advance and be approved by the custodial supervisor.
- C. All vacation days from one school year must be used by July 31st of the following school year or the unused vacation leave will be converted to an employee's accumulated sick leave.
- D. Fifty percent (50%) of the allotted vacation time must be taken on non-student scheduled days for people who receive eleven (11), seventeen (17), or twenty (20) days.

E. For custodians and maintenance, the following are unpaid holidays and non-work days:

- Fourth of July, plus one (1) day (before or after)
- Labor Day, plus the preceding Friday
- Thanksgiving Day, plus the following Friday
- Christmas Day, plus day before and day after
- New Year's Day, plus day before and day after
- Good Friday
- Memorial Day

ARTICLE XIII – MISCELLANEOUS

- A. **RETIREMENT:** Those employees with ten (10) or more years of service who resign from the Cheboygan Area Schools for the purpose of retirement (MPERS) shall receive a one-time payment of \$40.00 per day for sick days to a maximum of 135 days for aides, food service employees, and paraprofessionals, and 180 days for custodians. Employees who work less than 25 hours per week shall receive a prorated dollar amount per day (i.e., three hours a day receives \$20.00 per day).
- B. **UNEMPLOYMENT:** A bargaining unit employee who is notified of a layoff, who is subsequently recalled for work without a loss in pay and who receives unemployment compensation benefits, shall be paid at a wage rate during the school year immediately following such that the amount of wage compensation earned for the scheduled school year of the employee plus the unemployment compensation the employee received will not be more than the wage compensation the employee would have earned for the scheduled work year had the employee not received unemployment compensation.

LONGEVITY: Longevity will be paid the 1st pay period in January following the longevity anniversary. If an employee leaves the district prior to their anniversary date, their longevity shall be pro-rated. When an employee moves to another job classification, the longevity amount to be paid to the employee will be determined by the employee's years of service with the District and by the longevity rate of the unit to which the employee is moving.

Aides: Longevity pay for employees working more than 25 hours per week will be as follows:

Each year after 10 years	\$400
Each year after 15 years	\$675
Each year after 20 years	\$1,000

Longevity pay for employees working less than 25 hours per week will be as follows:

Each year after 10 years	\$315
Each year after 15 years	\$540
Each year after 20 years	\$765

Food Service: Longevity pay for employees will be as follows:

Cooks:		Cashiers/Cook's Helpers:	
Each year after 5 years	\$125	Each year after 5 years	\$250
Each year after 10 years	\$300	Each year after 10 years	\$400
Each year after 15 years	\$550	Each year after 15 years	\$550
Each year after 20 years	\$825	Each year after 20 years	\$700

Paraprofessionals: Longevity will be paid to paraprofessional employees as follows:

Upon completion of 10 years only	\$ 800
Upon completion of 15 years only	\$1,300
Upon completion of 20 years only	\$1,600

Custodial/Maintenance:

Custodial/maintenance employees will receive a longevity payment of \$250.00 each year after their tenth year, and \$500 each year after their twentieth year of in district employment.

- C. Paraprofessionals who work extra hours, approved in advance and in writing by the vocational director for meetings, catering, open houses, etc., will be paid for their time at their scheduled pay rate. They will submit their extra time on a monthly basis. When requested by their supervising teacher for a weekend competition, paraprofessionals will be paid for up to eight (8) hours per day.

Special Education aides shall report to work each scheduled day of the school calendar whether or not their assigned student is in attendance. However, if the student does not attend school, the building administration will assign other duties within the District. If the situation should become a permanent layoff, then Article III, Section 1 shall apply.

D. CLOTHING ALLOWANCE:

CUSTODIAL/MAINTENANCE: The School District will provide custodial uniforms of three (3) shirts and four (4) trousers per employee on or about July 1st of each year. Maintenance personnel will receive three (3) additional shirts and two (2) additional trousers per year. The administration will consult with representatives of the custodial/maintenance group in selecting the uniforms, but the final selection will be made by the administration. Employees will be allowed to do any combination of these as long as it totals seven (7) articles of clothing. In lieu of three (3) articles of clothing, in any combination, you may put forty-five dollars (\$45.00) towards the cost of work shoes.

PARAPROFESSIONALS: Automotive, construction, culinary and welding paraprofessionals will receive an annual protective boots and clothing allowance not to exceed \$180. Purchases are to be made on or about July 1st each year.

FOOD SERVICE: Two (2) uniform tops and one (1) apron will be provided each year for all food service employees except probationary employees. Probationary employees shall receive two (2) uniform tops and one (1) apron upon successful completion of the one-hundred twenty (120) day probationary period. Employees who have successfully completed the probationary period will receive an annual clothing allowance not to exceed \$100. Cafeteria employees who work in the kitchen must wear white, khaki or black slacks, an approved uniform shirt, and black or white non-slip shoes. No jeans are to be worn unless expressly authorized by the food service director or building administrator. No open-toed shoes or sandals are to be worn. Hair restraints in the form of either an approved hat or a hairnet must be worn. If the employee is not handling food, then no hair restraint is required. Non-slip shoes shall be approved by the food service director prior to requesting cost reimbursement.

All requests for reimbursement shall be made within one week of the purchase.

E. ACT OF GOD DAYS:

Custodians/Maintenance: In the event of a major snowstorm or other weather hazard, employees will not report to work unless called in by the maintenance supervisor. Employees may choose to use a Leave, Personal or Vacation Day for any scheduled breaks, and any Act of God Days.

Paraprofessionals will be paid for late start, early release and Act of God Days. If the Cheboygan Area Schools make up any of these days, they will work these days for no pay.

Aides and Food Service Employees will be paid for all late start, early release and for the District's first three (3) Act of God days. If the Cheboygan Area Schools make up any of these days, they will work these days for no pay. Employees may choose to use a Leave Day for non-student scheduled days, any scheduled breaks, and any Act of God Days.

- F. The School District will provide a clearly designated area of bulletin board in each school to post non-controversial Union matters such as notices of meetings or announcements concerning Union activities. There shall be one bulletin board area for each building.
- G. Local Union may have the right to conduct Union elections and meetings at schools providing prior arrangements are made in accordance with the Building Use Policy of the School District. For such purposes the Union shall be considered a "School Related Activity."
- H. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, this Agreement shall continue in effect for the period of the Agreement stated herein.
- I. The District will pay for any continuing education or schooling that is required of employees to maintain their current position as a custodian or custodian bus driver. If additional education or training for paraprofessionals, aides, food service is needed, it will be by mutual agreement. Homeland Security training will be made available to all employees with pay.
- J. Board also agrees to provide for payroll deductions for the United Fund, the Credit Union, annuities, and other programs mutually agreed upon by the parties.
- K. Employees who are laid off shall receive any vacation leave pay for leave days not taken but earned. This shall only apply to earned vacation leave and not leave days and/or sick leave days accrued.
- L. An employee who has been elected or appointed to public service office may be allowed time off without pay to attend educational training to fulfill their elected or appointed public service office with the approval of the superintendent. This privilege shall not be abused.
- M. It is agreed that any custodian/maintenance employee under this contract who has at least seventeen (17) accumulated sick days at the end of the previous school year and who did not use any sick days for the entire prior school year can use up to three (3) consecutive paid days at their current pay on non-work days.
- N. The attached "Consent Form for Drug Screening" will be completed by each bargaining unit member. Per Board Policy, the Board may require that a bargaining unit member have an immediate blood alcohol test or other substance abuse test by a physician chosen by the Board at its expense if there is reasonable suspicion. The results would be given to the Board administrator and the employee.
- O. It is agreed that the Union, in conjunction with the District, may conduct a mandatory new employee orientation in the fall of each year. The orientation will be up to one and one-half (1.5) hours of paid time for the new employee, Union official, and one representative from the group that the new employee has been hired into. Employees hired after the scheduled meeting, or who missed the first scheduled meeting, may attend the next scheduled orientation. It is also agreed that this orientation can be conducted upon school property, at a place mutually agreed upon by the superintendent.
- P. A joint Health and Safety Committee may meet as needed between the Union and CAS.

- Q. Aides will be notified, in writing, thirty (30) days prior to the start of the school year of their tentative position and assignment in the District. All notifications will be made by June 30th of the school year, if at all possible. The schedule may be modified at the employer's discretion to meet the needs of the District.
- R. A building use request for the District's kitchen facilities will determine the need for food service staff as assigned by the Superintendent.

ARTICLE XIV - WAGE SCHEDULE

The Union and the District agree to the option of opening the wage schedule for negotiation in Year Two of the contract if the District receives any increase in state and/or federal monies.

Custodial

<u>EXP</u>	<u>2020-2021</u>	<u>2021-2022</u>
0	\$13.21	\$13.21
1	\$13.61	\$13.61
2	\$14.00	\$14.00
3	\$14.42	\$14.42
4	\$14.86	\$14.86
5	\$15.32	\$15.32

Maintenance

<u>2020-2021</u>	<u>2021-2022</u>
\$18.29	\$18.29

Paraprofessionals*

<u>EXP</u>	<u>2020-2021</u>	<u>2021-2022</u>
0	\$13.95	\$13.95
1	\$14.18	\$14.18
2	\$14.45	\$14.45

Aides

<u>2020-2021</u>	<u>2021-2022</u>
\$11.10	\$11.10
\$11.43	\$11.43
\$11.71	\$11.71

Cooks

<u>EXP</u>	<u>2020-2021</u>	<u>2021-2022</u>
0	\$12.63	\$12.63
1	\$12.96	\$12.96
2	\$13.31	\$13.31

Cashiers/Cooks' Helpers

<u>2020-2021</u>	<u>2021-2022</u>
\$10.19	\$10.19
\$10.38	\$10.38
\$10.44	\$10.44

* A paraprofessional with an associate's degree or higher in his/her work field and/or who has at least two thousand (2,000) hours in the last five (5) years in the vocational area assigned will be paid at the Step 2 rate of pay.

Custodians who drive bus on a daily basis will receive a stipend of thirteen hundred dollars (\$1300.00) per school year. One-half (½) of this stipend will be paid the 1st pay period in January, and the remaining will be paid the 1st pay period in June.

- C. Custodians or maintenance employees who drive bus beyond their normal forty (40) hours will be paid time and half (1 ½) for the actual length of the run (rounded to next fifteen minutes). This is to be periodically monitored.

ARTICLE XV - DURATION

The terms of this Agreement will become effective July 1, 2020 and will continue through and including June 30, 2022. The Agreement will then be automatically renewed, for additional periods of one (1) year, unless either party notifies the other party at least sixty (60) days before any expiration date of its desire to terminate the Agreement.

Any notice required by this Agreement must be by certified mail, and will be considered completed at the time of mailing, if by the Employer to the United Steelworkers, 503 N. Euclid Ave., Suite #10, Bay City, MI 48706-2965, and if by the Union to the Superintendent of Cheboygan Area Schools, Board of Education Office, 7461 N. Straits Hwy., Cheboygan, Michigan 49721. Either party may, by like notice, change the address to which notice to it must be given.

ARTICLE XVI – EMERGENCY FINANCIAL MANAGER

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized this 27th day of July, 2020.

CHEBOYGAN AREA SCHOOLS
Cheboygan, Michigan

UNITED STEELWORKERS

President

Thomas Conway, Intl President

Vice President

John Shinn, Intl Secretary-Treasurer

Secretary

David McCall, Intl VP, Administration

Treasurer

Fred Redmond, Intl VP, Human Affairs

Trustee

Michael Bolton, District 2 Director

Trustee

Steve Mayer, USW Staff Representative

Trustee

Superintendent

USW LOCAL UNION 9998-01, 9998-02, 9998-03 Negotiating Committee Members

President

Aides

Vice President

Custodians

Food Service

Paraprofessionals

CHEBOYGAN AREA SCHOOLS

CONSENT FOR PRE-EMPLOYMENT DRUG SCREENING

It is understood that as part of the pre-employment screening process, I will be required to undergo a physical examination which will include drug testing. I hereby consent for the Cheboygan Area Schools to collect urine specimens from me and to conduct other necessary medical tests to determine the presence or use of drugs. Further, I give my consent for the release of the test results and other relevant medical information to authorized Cheboygan Area Schools management for appropriate review. It is further agreed that the results will be considered in any employment decision. I agree to submit to this testing. If the test is positive or I refuse to take the test, I understand and agree that I will not be hired.

CONSENT FOR RANDOM DRUG SCREENING

I understand that I may be required by the Cheboygan Area Schools to undergo a physical examination by a physician which will include drug testing. I hereby consent to Cheboygan Area Schools collecting urine specimens from me and to conduct other necessary medical tests to determine the presence of drugs in my body and any use of drugs by me. Further, I give my consent for the release of the test results and other relevant medical information to authorized agents of the Cheboygan Area Schools administration for review and evaluation. I understand that the results will be considered in the decision about whether I will continue employment. I agree to submit to and cooperate in this testing. If I refuse to take the test, I understand and agree that I will be dismissed.

I understand that in compliance with Michigan State Law and District Policy, I may be subjected to random drug testing throughout my employment.

Name – Please Print

Date

Signature

Witness:

Signature of Witness