

**AGREEMENT**

**BETWEEN**

**COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT**

**AND**

**COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT  
SUPPORT PERSONNEL ASSOCIATION/CCEA/MEA/NEA**

**2010-2015**

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## **AGREEMENT**

This Agreement is entered into effective July 1, 2010, by and between the Copper Country Intermediate Board of Education, hereinafter called the "Employer," and the Copper Country Intermediate School District Support Personnel Association, hereinafter called "Copper Country Education Association" or "The Union," through its local affiliates.

## ARTICLE 1

### RECOGNITION

- A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent as defined in Section II of Act 336, Public Acts of 1947, as amended, for all employees who are within the appropriate bargaining unit described and defined as:

All full-time and part-time teacher aides, instructional aides, bus aides, printer, administrative secretaries, maintenance personnel, bus drivers, food service personnel, secretaries and pupil accounting auditors, employed by the Copper Country Intermediate School District, but excluding professional, executive secretaries, supervisory, substitutes, and all other employees.

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

## ARTICLE 2

### DISTRICT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation, but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing, being manifestly recognized and intended to convey complete power in the Board, shall nonetheless be limited, but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. The Board rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
2. Continue its right and past practice of assignment and direction of work of all of its personnel; determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement; and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations; and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

8. Determine the placement of operations, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection or training of employees, providing such selection shall be based upon lawful criteria.

## ARTICLE 3

### UNION RIGHTS AND SECURITY

#### Section 1. Special Conferences

Special conferences for important matters will be arranged between the Union President and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of the Employer. Special Conferences shall be arranged at a time mutually agreeable to both parties.

#### Section 2. Bulletin Boards and School Mails

The Union shall be provided with bulletin boards in the Learning Center and the main office for the exclusive purpose of posting Union materials. The Union shall also have the right to use the interschool mails to distribute Union material.

#### Section 3. Use of Facilities and Equipment

The Union shall have the right to use school facilities for meetings, and school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment, when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for any damage incurred through such use.

#### Section 4. State and National Union Representatives

Duly authorized representatives of the State and National levels of the Union shall be permitted to transact official Union business on school property, provided that this shall not interfere with nor interrupt normal school operations.

#### Section 5. Union Representation

Employees shall be represented by Union Stewards, or in the absence of the regular Steward, by an Alternate Steward. Both Stewards and Alternative Stewards shall be regular employees of the bargaining unit. The Union shall furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment. The stewards, during working hours, without loss of time or pay, may investigate and present grievances to the Employer, provided that it is so urgent that it cannot be done outside of working hours. The Employer shall not suffer loss of the employee's time under this provision.

## **Section 6.**

The Employer agrees to furnish to the Union, in response to requests, all available information concerning the financial resources of the District and all other public material necessary to collective bargaining and contract administration.

## **Section 7. Payroll Deductions**

- A. An employee of the Copper Country Intermediate School District may sign and deliver to the Board an assignment authorizing deduction of membership dues in the MEA/NEA/CCEA/CCISPA and make appropriate remittance for voluntary contributions to annuities, credit union, savings bonds, charitable donations, insurance programs, or any other plans or programs approved by the Employer according to the dues schedule. Such authorization shall continue in effect from year to year. The Board shall deduct dues according to the schedule provided by the Association, beginning in September and ending in June. The Board agrees promptly to remit the aforesaid dues to the Michigan Education Association, accompanied by an alphabetical list of the employees for whom such deductions have been made.
- B. The Board recognizes the obligation incumbent upon bargaining unit members to contribute to the Association a legal service fee as established by the Association, and that such a contribution represents the unit member's obligation to pay his/her fair share for the services by the Association. Thus, any employee who is not a member of the Association in good standing or who does not make application for membership within 30 days from the date of commencement of duties shall, as a condition of employment, pay a legal service fee to the Association, not to exceed the dues uniformly required to be paid by members of the Association, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in Paragraph A.
- C. In the event that an employee shall not pay such service fee directly to the Association, or authorize payment through payroll deduction within thirty (30) days as provided in the preceding article, the Board, upon written request from the Association, shall deduct a service fee as established by the Association. Said fee shall be deducted in equal installments, one per month, for the remainder of the school year.
- D. The Association agrees to indemnify and save the Board, their agents and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including dues erroneously deducted and all court or administrative agency costs that may arise out of or by reasons of action taken by the Board or any of its agents for the purpose of complying with this article, provided:



1. The Employer gives timely notice of such action to the Union and permits the Union intervention as a part if it so desires; and
2. The Employer cooperates with the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

### **Section 8. Bargaining Unit Work**

- A. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when Union employees are not available or have refused to do the work as assigned, except in cases where unsafe conditions are being charged by an employee. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.
- B. The Board will continue its established policy and practice of giving employees preference for work they have customarily performed. In accordance therewith, the Board will not sub-contract work unless (a) the skills and equipment needed to perform the work specified are not available in the school system, or (b) the schedule for such work cannot be met with the equipment or skills available for such work, (c) the subcontracting is justified by cost efficiency to the Employer, except in transportation services.
- C. The Board will notify the Union immediately upon amending any job description(s) or duties thereunder, or qualifications thereof. The Union may, at its option, request a special conference to discuss with the Employer any such changes or amendments in job duties or descriptions.
- D. The Board agrees not to displace unit employees with employees paid through any funded programs where such displacement is in violation of the provisions of the program.

## ARTICLE 4

### **EMPLOYEE RIGHTS AND PROTECTION**

#### **Section 1. Discipline**

- A. No employee shall be disciplined, including warnings, reprimands, suspensions and discharges, without just cause, provided that probationary employees shall be excluded from the provisions of this Article. Such discipline shall be subject to the grievance procedure hereinafter set forth. The specific grounds forming the basis for disciplinary action shall be made available to the employee and Union in writing.
- B. An employee shall be entitled to have present a representative of the Union during any meeting which may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.
- C. Nothing in this Article shall be construed to deprive any individual employee at any time of the right to present grievances to the Employer and have the grievances adjusted, without the intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Bargaining Representative has been given opportunity to be present at such adjustment.

#### **Section 2. Files and Records**

- A. An employee will have the right to review the contents of all records, excluding initial references, of the district pertaining to said employee originating after initial employment, and to have a representative of the Union accompany him/her in such review.
- B. No material, including but not limited to student, parental, or school personnel complaints, originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. Such notation shall be understood to indicate awareness of the material.

## ARTICLE 5

### GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievances filed under the procedure outlined in this Article.
1. The termination of services of any probationary employee.
  2. Any matter involving evaluation.
  3. Any matter for which there is recourse under State or Federal statutes.
- B. Written grievances shall be filed on the attached grievance form in Appendix C (or a copy thereof). Any written grievance not submitted in accordance with this requirement may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- C. Hearing Levels

Informal Level: When a cause for complaint occurs, the affected employee(s) shall request a meeting with his/her immediate supervisor within ten (10) work days from the date of the alleged occurrence of the event or from the time the employee should have had knowledge thereof. In any event, any grievance not submitted within sixty (60) days of the occurrence of the event upon which it is based shall be invalid and not accepted. The Union may be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

Formal Level 1: If a complaint is not resolved in a conference between the affected employee(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. It shall be submitted, in writing, within five (5) work days of the meeting with the supervisor and the employee. A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) work days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Union.

Formal Level 2: If the grievant and the Union are not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within five (5) work days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or designee. Within seven (7) work days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Union on the grievance. The Superintendent or designee, within five (5) work

days after the conclusion of the meeting, shall render his/her written decision thereon, with copies to the Union and the grievant(s).

Level 3. If no decision is rendered within five (5) work days of the discussion, or if the decision is unsatisfactory to the grievant and the Union, the grievant shall within five (5) work days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the Agenda for the Board's next regularly scheduled Board meeting.

Upon proper application as specified in Level Two, the Board shall allow the employee or his Union representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) work days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with the express written consent of the Union, shall final determination of the grievance be made by the Board more than ten (10) work days after the initial hearing.

Level 4: If the grievance is not resolved to Union's satisfaction, the Union may appeal the grievance by notifying the Board of its intent to pursue the grievance with the American Arbitration Association in accordance with its rules within ten (10) work days of the Board's disposition of said grievance. No individual employee shall have the right to pursue a grievance to arbitration under this clause without the approval of the Union in writing.

A grievance may be withdrawn at any time without prejudice by the grievant and the Association.

There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Association, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement. Their authority shall be limited to deciding whether a specific article or section of this Agreement has been violated.

The expenses for the arbitrator shall be shared equally between the Employer and the Association.

Upon mutual agreement between the parties, time limits at any step of the grievance procedure may be extended.

- D. For the purpose of assisting an employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Employer shall permit an employee and/or a Union

representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

## ARTICLE 6

### WORK YEAR, WORK WEEK, WORK DAY

- A. The normal work year for school term and 205 day employees shall be based on the school calendar. The normal work year for all other employees shall be twelve (12) months.
- B. The normal work week for all employees is Monday through Friday.
- C. The normal work day shall consist of eight (8) hours per day, with the understanding that certain classifications are hired for less than eight (8) hours per day. Employees required to eat lunch with the children will have that time included in their work day. Every effort will be made to avoid assigning employees to split shifts.
- D. The minimum call-in shall be two (2) hours.
- E. Employees working three (3) hours will be entitled to one (1) coffee break and employees working for six (6) hours will be entitled to two (2) coffee breaks. Employees may take a fifteen (15) minute coffee break in the A.M. and also a fifteen (15) minute coffee break in the P.M., or the first half of their regular work day and the second half of their regular work day, whichever may apply; however, at a time mutually agreeable to the employee and the supervisor.
- F. Overtime shall be divided among employees in the Intermediate School District based on seniority.
  - 1. Overtime shall first be offered to the employee within the affected department who is qualified to do the activity having the greatest departmental seniority. If all employees within the affected department refuse the overtime, the least senior employee in the affected department who is qualified to perform the work may then be required by the Employer to perform the overtime work.
- G. When the Copper Country Intermediate School District closes pursuant to Michigan law because a health or safety hazard exists to the students, all employees will be released and paid for the remainder of their scheduled work day. The School District, however, reserves the right to call out maintenance personnel in accordance with normal call-out procedures.
- H. If inclement weather occurs causing the District's classes to be cancelled, the following procedures should be followed:

- All full-time (12 month) and school year secretarial personnel will report to work at their regularly scheduled time.
- Non-secretarial school year employees will not be required to work on days when school has been cancelled because of inclement weather. School year employees will be paid up to 12 hours of lost time because of inclement weather. Time lost due to inclement weather beyond 12 hours will not be compensated for.
- Full-time employees who are unable to report to work because of road conditions, etc., will be permitted to make up the work time. Personal leave or vacation time could be used on these days with appropriate administrative approval.

## ARTICLE 7

### WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
- B. The Employer shall reimburse the employee for the loss, damage, or destruction of personal property which was authorized to be used on school premises when the loss, damage or destruction is the direct result of the Employer's negligence, up to a cost of \$100 of the fair market value of said property. Automobiles or personal property covered by employee's insurance are excluded from this provision.
- C. The Employer shall provide a non-smoking lounge and restrooms for employee use.
- D. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.
- E. No employee shall be required to dispense or administer medication.
- F. Employees who participate in swimming lessons shall be provided with swimsuits and aqua-shoes.
- G. Aides must meet "highly qualified" requirements of the "No Child Left Behind Act" and related regulations. The CCISD shall pay for the cost of one test upon the employee's successful completion of that test.



## ARTICLE 8

### EMPLOYMENT STATUS DEFINED

- A. The Employer and the Union recognize four categories of employees. Bargaining unit work shall only be performed by employees in one of the four following categories:
1. Full year full-time: An employee who is employed at least thirty (30) hours per week.
  2. Full year part-time: An employee who is employed less than thirty (30) hours per week for the entire twelve (12) months.
  3. School year full-time: An employee who is employed for at least thirty (30) hours per week for the school year.
  4. School year part-time: An employee who is employed for less than thirty (30) hours per week for the school year.
- B. Probationary: An employee who is employed to fill a full or part-time position for a trial period of sixty (60) days worked during the school year.
- C. Substitute: An employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave.

## ARTICLE 9

### VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy shall be defined as any position either newly created or a present position to be filled that is not filled.
- B. All vacancies shall be posted in a conspicuous place in each building owned by the District for a period of seven (7) working days. A copy of all summer postings shall be mailed to the Association's President during the summer months. Said posting shall contain the following information:
1. Type of work
  2. Location of work
  3. Starting date
  4. Rate of pay
  5. Hours to be worked
  6. Classification
  7. Minimum requirements

Interested employees may apply in writing listing their qualifications to the Superintendent or designee within the seven (7) day posting period.

- C. Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Should no qualified employee from the affected classification apply, the vacancy shall then be filled with the most senior qualified applicant from other classifications. In the event that no qualified employee applies, the position may be filled from outside the bargaining unit.

The employee shall receive for a sixty (60) day period the salary he/she was receiving before the transfer occurred. At the completion of the sixty (60) day period, the employee shall receive a salary commensurate with the new position.

- D. The pay rate for employees hired from outside the bargaining unit to fill vacancies within the bargaining unit will be set in accordance with Part 2 of Appendix B.
- E. In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The Employer shall give the employee

promoted or transferred reasonable assistance to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected employee, the employee shall be returned to his/her previous assignment. Any employee requesting such a transfer and then requesting to be returned to their previous assignment during the trial period may forfeit his or her option to bid again on vacancies for a period not to exceed six (6) months.

- F. Employees shall not be paid at a lower rate due to involuntary and temporary transfers of less than two (2) weeks.
- G. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.
- H. Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the rate of those duties. An employee's pay rate shall not be reduced by any involuntary temporary change in duties.
- I. Summer employment shall be assigned to the most qualified senior employee applying for the position.

## ARTICLE 10

### SENIORITY

- A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots.
- B. Part-time employees shall accrue seniority on a regular pro-rata basis. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.
- C. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the district. The second shall reflect his/her most recent date of district employment in one of its classifications. For the purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments:
- |           |   |
|-----------|---|
| Group I   | Aide, Instructional Aide, Bus Aide, Food Service  |
| Group II  | Bookkeeper, Secretary, Media Technician, Circulation Librarian, Administrative Secretary (non-confidential) |
| Group III | Printer, Bus Driver, Custodian, Maintenance   |
- D. The Employer shall prepare, maintain and post a seniority list by October 1 of each year. The Union shall verify the list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district, with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.
- E. Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Employer may be employed at other work or a vacant position that is operating by the Employer and which he/she is qualified for without regard to any seniority provisions of this agreement.
- F. Seniority shall be lost by an employee upon termination, resignation, or retirement.

## ARTICLE 11

### **REDUCTION IN PERSONNEL, LAYOFF, AND RECALL**

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to economic needs of the District, or decrease of work.
- B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least ten (10) work days prior to the effective day of the layoff.
- C. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees, then the least senior employees within the affected department, provided there are more senior employees qualified to do the remaining work. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly-created position.
- D. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by the least senior employee.
- E. In the event of a reduction in the work hours in a department, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater departmental seniority than the employee he/she seeks to replace. Notice of a reduction in hours shall be provided ten (10) work days prior to the effective date of such reduction.
- F. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer, subject to the underwriter's rules and regulations.
- G. Employees shall be recalled in inverse order to their district seniority to any position for which they are qualified. Any employee who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification for which he/she is qualified.
- H. Notices of recall shall be sent by certified or registered mail to the last known address as shown in the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Em-

ployer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the ten (10) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her recall rights.

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

## ARTICLE 12

### WORK DUTIES AND COMPENSATION

- A. The basic compensation of each employee shall be as set forth in Appendix "B".
- B. The following conditions shall apply to all overtime work:
  - 1. Time and one-half will be paid for all hours worked over eight (8) hours in one day or forty (40) hours in one week and for all hours worked on Saturday, Sunday and holidays.
  - 2. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.
  - 3. Compensatory time may be given if mutually agreeable to the Employer and the employee.
- C. If an employee is requested to use a personal vehicle for school business, the employee shall receive the cents per mile reimbursement rate in accordance with the C.C.I.S.D. Teacher Agreement. No school children shall be transported in personal vehicles as part of their regular assignment.

## ARTICLE 13

### PAID LEAVE

#### A. Illness and Disability

1. At the beginning of each work month each employee shall be credited with one (1) day of sick leave, the unused portion of which shall accumulate to a maximum of one hundred seventy (170) days. The sick leave days may be taken by an employee for the following reasons and subject to the following conditions:
  - a. Due to personal illness or physical disability, including childbirth and/or complications due to childbirth.
  - b. Necessitated by exposure to contagious disease in which the health of others would be endangered by his attendance on duty. An employee absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.
  - c. Due to illness of a member of his immediate family who requires his personal care and attention; provided that this shall be approved by the Superintendent and shall not exceed five (5) sick leave days in any one fiscal year. The term "immediate family" as used in this section shall mean the employee's spouse, parents, grandparents, children, brothers, or sisters. Additional days may be granted by the Superintendent in cases of emergency.
  - d. Sick leave shall not be taken immediately before or after a vacation unless a physician's statement is presented to the Superintendent or the Superintendent has approved the sick leave.
  - e. The Superintendent may require an employee to secure a physician's statement if sick leave abuse is suspected.
  - f. One-half of all unused sick leave days will be paid upon retirement of employment with the Employer; or upon death of an employee, one-half of all unused sick leave days will be paid at the prevailing rate to the employee's beneficiary, up to a maximum of Six Thousand (\$6,000.00) Dollars. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing benefits referred to in this Agreement.



B. Jury Duty

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay and shall immediately notify his/her supervisor of his/her selection for jury duty.

C. Personal Days

All full-time employees working on a school-year or full-year contract shall be granted three (3) days per year to do business that cannot be done on weekends or after work. Personal leave days shall not be construed as additional vacation days. The employee shall notify the Superintendent or designee at least twenty-four (24) hours in advance except in emergency situations. Any personal leave days shall, if unused during the year, be credited to sick leave.

D. Member Self-Improvement

A Union member who is asked to complete a course of study related to his/her responsibilities shall receive full reimbursement unless it is part of the job description as a requirement of employment. They must receive a passing grade to be eligible for such reimbursement.

E. Funeral and Bereavement Leave

1. An employee shall be allowed three (3) working days with pay as funeral leave not to be deducted from sick leave for a death in the immediate family. Immediate family is defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, grandparents and grandchildren. Additional days may be granted, and shall be chargeable to either sick leave or without pay, at the option of the employee.

2. Funeral/Bereavement leave is not cumulative.

F. Leave of absence with pay or without loss of seniority shall be granted to Association members selected to attend a function of the Association. A maximum of two (2) members shall be allowed the time off at one time. Such leave shall not exceed five (5) employee days. The Superintendent shall be notified five (5) days prior to the use of such leave.

G. Catastrophic Illness

The Board shall establish a monetary fund to supplement the income of district employees facing catastrophic illness or injury. The fund will be Two Thousand Five Hundred Dollars (\$2,500). The following guidelines shall govern the fund:

1. Administrators, support staff, and teachers are eligible to use the fund.
2. All sick leave days and personal leave days must be exhausted.
3. The fund will be administered by a committee of one board member, one administrator, one teacher and one support staff person.
4. Employees may increase the fund through voluntary donations.
5. Insurance coverage will be continued for any affected employee for the duration of the contract year.

H. Compensable Injuries

Any employee who is absent due to an injury compensable under Michigan Workers' Compensation Law will be paid the difference between the benefits received under the Michigan Workers' Compensation Law and their regular weekly straight time earnings. Such difference will be deducted from the employee's accumulated sick leave on a pro rata basis until their sick leave accumulation is exhausted. When sick leave is exhausted, the employee shall receive only that amount which is paid directly under the provisions of the Michigan Workers' Compensation Law. Employees may elect not to use this benefit.

## ARTICLE 14

### UNPAID LEAVES

#### A. General Conditions

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee without loss or accumulation of seniority for any of the purposes defined in Section B. Such leave may be renewed, upon petition of the employee, for one (1) additional year.
2. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child.
3. An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began, or a like and similar position. At least thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.
4. Employee failing to return from leave of absence at the date stipulated on the leave request form shall be considered terminated from employment with the Employer.

#### B. Unpaid leaves of absence may be taken for the following purposes:

1. Military Leave - A military leave of absence shall be granted to any employee who shall be called to duty in any branch of the armed forces of the United States through the National Guard or Reserves in time of national or state emergency. Upon return from such leave, an employee shall be placed in the same classification and experience level as he/she would have been had he/she worked in the District during such period.

Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

2. Union Office - A leave of absence of up to one (1) year shall be granted upon application for the purpose of serving as an officer of the Union, or as an officer in its state or national affiliate. Such leave shall be

extended one additional year upon thirty (30) days advance petition.

3. Public Service - A leave of absence of up to one (1) year shall be granted to any employee upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, an employee shall be placed in the same classification and experience level as he/she would have been had he/she worked in the district during such period.
4. Parental/Child Care - A leave of absence of up to one (1) year shall be granted for the purpose of child care of a dependent child. Said leave shall commence upon request of the employee. A pregnant employee may commence said child care leave at her option. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee.
5. Personal Illness
6. Illness in Immediate Household
7. Educational

C. Family and Medical Leave

A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible employees in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:

1. Because of and to care for the employee's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.
2. To care for the employee's spouse, child, or parent who has a serious health condition.
3. Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.

To be eligible for a FMLA leave, an employee must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12 month period, and meet any other eligible criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the employee's health insurance benefits shall be continued as required by the FMLA, subject to Section 104 of the FMLA.

Paid leave available to the employee under the terms of this Agreement and used by the employee for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102 of the FMLA.

The limitations found under Section 108 of the FMLA pertaining to special rules concerning employees of local educational agencies shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

## ARTICLE 15

### VACATION ELIGIBILITY

- A. All first year full-time employees will earn credits toward vacation with pay at the rate of one-half day per each month worked (maximum 6). All full year full-time employees who have completed one year of employment will earn one (1) day per each month worked (maximum 12). For computation purposes, employees are defined as those working an average of thirty (30) hours or more per week.
- B. (1) Any full year full-time employee as defined above who has served for six (6) consecutive years in this system shall receive one (1) additional day of vacation (maximum 13).
- (2) Any full year full-time employee as defined above who has served for seven (7) consecutive years in this system shall receive two (2) additional days of vacation (maximum 14).
- (3) Any full year full-time employee as defined above who has served for eight (8) consecutive years in this system shall receive three (3) additional days of vacation (maximum 15).
- (4) Any full year full-time employee as defined above who has served for ten (10) consecutive years in this system shall receive four (4) additional days of vacation (maximum 16).
- (5) Any full year full-time employee as defined above who has served for fourteen (14) consecutive years in this system will receive six (6) additional days of vacation (maximum 18).
- (6) Any full year, full time employee as defined above who has served for sixteen (16) consecutive years in the system will receive eight (8) additional days of vacation (maximum 20).
- (7) SCI and SXI employees who work a 210 day Contract shall earn and will be credited with three (3) vacation days at the beginning of their summer employment. These three (3) vacation days must be used during the summer program in the calendar year in which they are earned.
- (8) For the purposes of this Article and the entire agreement, leave and layoff do not break consecutive service.
- C. Vacations will be granted at such times during the year as requested by the employee insofar as such vacation does not seriously disrupt or affect the work to be performed.

- D. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continued with the vacation.
- E. A vacation may not be waived by an employee and extra pay received for work during that period unless a vacation request was denied.

## ARTICLE 16

### HOLIDAYS

- A. All full year full-time employees are entitled to receive holiday pay provided that they worked the regularly scheduled days directly preceding and following the holiday.
- B. Paid holidays are designated as New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday following, the day before Christmas and Christmas Day.
- C. Employees in this system who work less than twelve (12) months per year, shall receive holiday pay for Thanksgiving Day and the Friday following, Christmas Day, New Year's Day, Good Friday and Memorial Day.

An employee who works less than 12 months per year but 180 days or more shall also receive holiday pay for Labor Day.

SCI Aides, that are Board approved for summer employment, shall receive July Fourth as a paid holiday.

- D. Employees shall be paid for said holidays at their current rate based on their regular scheduled work day.
- E. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.
- F. Additional leave may be granted in special cases subject to the approval of the Employer, such additional leave to be chargeable to accumulated sick leave or without pay.



## **ARTICLE 17**

### **SEVERABILITY**

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

## **ARTICLE 18**

### **WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 19**

### **ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**ARTICLE 20**

**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2010, and shall continue in effect until June 30, 2015. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.
  
- B. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees. In addition, the Employer shall provide the Union eight (8) copies of the Agreement without charge to the Union.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

**UNION**

By Kristin E. Zubiena

By Kim Tunstall

By \_\_\_\_\_

By \_\_\_\_\_

**EMPLOYER**

By Lisa A. Taw

By Karen M. Johnson

By Ann S. Clifton

By Gene P. Harbor

**COPPER COUNTRY EDUCATION ASSOCIATION**

By K. Schornel

Dated 3/14/11

## APPENDIX A

### INSURANCE PROTECTION

- A. Upon submission of a written application, the Board agrees to pay the premiums for board approved insurance, as referenced in Appendix A-1, for all employees and their eligible dependents, provided that the employee has completed their contractual year. New employees hired on or after July 1, 2010, will pay 5% of their health plan premium costs during the 2012-13, 2013-14 and 2014-15 school years. A prorated equivalent of insurance costs shall be contributed toward the purchase of the health insurance for all regularly employed part-time employees. The employees shall be responsible for the payment of prescription co-pay charges. The Board will reimburse the employees for 100% of the annual medical deductible paid. If MESSA insurance makes available a higher deductible or similar plan during the life of the contract, where the district could realize additional savings and the employees incur no additional costs or reduction in benefits, both parties agree that the district will have the authority to implement the change, following notification to the Association.
- B. Any employee not electing health care protection as provided above, may participate in the Cafeteria Section 125 Plan upon written application and receive the single subscriber rate and apply the payment toward the purchase of plan options.
- C. The Board shall provide, without cost to the employee, vision care insurance, as referenced in Appendix A-1, to all eligible employees and their eligible dependents.
- D. Upon written application, the Board shall provide, without cost to the employee, dental insurance, as referenced in Appendix A-1, including internal and external coordination of benefits for each eligible employee of the bargaining unit and his/her eligible dependents.
- E. Payroll deductions shall be available for all optional coverage as provided by the insurance carrier.
- F. The above-named benefits are subject to the underwriting rules and regulations as set forth by the carrier.
- G. Proration of Fringe Benefits - All fringe benefits for part-time employees shall be pro-rated based upon a six hour work day.
- H. The Employer shall provide without cost to the Bargaining Unit Member, Life Insurance Protection, as referenced in Appendix A-1, that shall be paid to the Bargaining Unit Member's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).

## APPENDIX A-1

### INSURANCE PLAN INFORMATION

The following Board paid insurance coverage is in effect for contract years 2010-11 through 2014-15:

#### Health Insurance

MESSA Choices II, with \$500/\$1,000 deductible and \$10/20 RX co-pay

#### Vision Insurance

VSP 3 Vision Care

#### Dental Insurance

SET Dental Plan II (80,80,80 to \$1,500 maximum with incentive plan)

#### Life Insurance

\$10,000 - includes accidental death and dismemberment (AD&D) and waiver of premium (WOP).

**APPENDIX B**

**PART 1 – EXISTING EMPLOYEES (Employees hired before July 1, 2010)**

**WAGES - SALARIES**

<b><u>Group I</u></b>	<b>Aide, Instructional Aide, Bus Aide, Food Service</b>	
	<b><u>Step</u></b>	<b><u>July 1, 2010 to June 30, 2011</u></b>
	0	\$15.40
	1	15.60
	2	15.80
	3	16.00
	4	16.20
	5	16.40
	6	16.60
<b><u>Group II</u></b>	<b>Secretary, Administrative Secretary, Pupil Accounting Auditor</b>	
	0	\$15.45
	1	15.65
	2	15.85
	3	16.05
	4	16.25
	5	16.45
	6	16.65
<b><u>Group III</u></b>	<b>Printer, Bus Driver, Custodian, Maintenance</b>	
	0	\$15.60
	1	15.85
	2	16.10
	3	16.35
	4	16.60
	5	16.85
	6	17.10

**PART 2 – NEW EMPLOYEES (Employees hired on or after July 1, 2010)**

Starting wages for employees hired on or after July 1, 2010, will be set at \$14.00 per hour and will be frozen at that rate through the 2012-13 school year. There will be no step schedule or position grouping for new employees. Raises for 2013-14 and 2014-15 will

be determined by the sliding scale in Part 3 below using the base rate of \$14.00 per hour.

**PART 3 – 2011-12 THROUGH 2014-15 WAGE INCREASES**

- Wages will be paid for employees hired before July 1, 2010, for the duration of this agreement based on insurance rate increases as follows. Wage increases for employees hired on or after July 1, 2010, will also be based on this sliding scale only for the 2013-14 and 2014-15 school years.

<b>Insurance Premium Increase</b>	<b>Wage Increase</b>
0-8%	\$.40/Hour
8.01-9%	.37/Hour
9.01-10%	.35/Hour
10.01-11%	.30/Hour
11.01-12%	.25/Hour
12.01-13%	.20/Hour
13.01-14%	.15/Hour
14.01-15%	.10/Hour
15.01-16%	.05/Hour
16.01-Higher	.0/Hour

Longevity shall be paid based on years of experience with the CCISD as follows:

Any employee having served for eight consecutive years in this system shall receive an additional forty cents (\$.40) per hour. Any employee having served for eleven years in this system shall receive an additional thirty-five cents (\$.35) per hour. Any employee having served for fourteen years in this system shall receive an additional thirty-five cents (\$.35) per hour. Any employee having served seventeen years in this system shall receive an additional thirty-five cents (\$.35) per hour. Any employee having served for twenty years in this system shall receive an additional thirty cents (\$.30) per hour. An employee who has served for twenty-three years in this system shall receive an additional thirty cents (\$.30) per hour.

**Degree-Certification**

If Employer approved or otherwise had to be degreed or certified in Interpreting at level two or level three, said employee shall be paid an additional thirty-five cents (\$.35) per hour if said employee passes the degree or certification requirements.



**APPENDIX C**  
**GRIEVANCE FORM**

**Copper Country Intermediate School District  
Support Personnel Association**

Grievance No. \_\_\_\_\_ Submit in Duplicate

Name of Grievant \_\_\_\_\_ Department \_\_\_\_\_

Assignment \_\_\_\_\_

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Contract Article(s) violated \_\_\_\_\_

C. State of Grievance \_\_\_\_\_

D. Relief Sought \_\_\_\_\_

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

E. Date Received by Supervisor \_\_\_\_\_

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

F. Disposition by Supervisor \_\_\_\_\_

G. Date Received by Superintendent \_\_\_\_\_

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

H. Disposition by Superintendent \_\_\_\_\_

I. Date Received by Board \_\_\_\_\_

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

J. Disposition by Board \_\_\_\_\_

K. Date of Request for Binding Arbitration \_\_\_\_\_

\_\_\_\_\_  
CCISDSPA/MEA/NEA Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D**

**LETTER OF UNDERSTANDING**

**It is mutually understood and agreed upon by the parties hereto that:**

1. Job descriptions shall be modified to reflect that employees shall be assigned "related duties" as opposed to "other assigned matters."
2. An Aide will be assigned to a bus if it is unanimously agreed to by the Administrator, Teacher and Bus Driver that it is necessary to provide extra supervision.
3. Clerical positions included in this bargaining unit and this contract shall be further defined as follows: Secretaries are secretarial staff who are not assigned to work directly for administrators in the District; Administrative Secretaries are those who are assigned to work directly for administrators; and Pupil Accounting Auditors are secretarial staff who perform the additional function of pupil accounting/attendance audits and related duties.
4. Executive Secretaries, who are excluded from the bargaining unit and this contract, but referenced herein, are defined as secretarial staff who provide assistance to the Board and/or administrators who formulate management policies, including policies pertaining to labor relations.

**FOR THE UNION:**

Kristy E. Zehner  
Ken Turstall

**FOR THE SCHOOL DISTRICT:**

Alan P. Huber  
\_\_\_\_\_